CONTRACT #10
RFS # 317.01-03009
FA # 11-34618
Edison # 25268

Department of Finance and Administration
Office for Information Resources (OIR)

VENDOR:
NICUSA, Inc.

STATE OF TENNESSEE
DEPARTMENT OF FINANCE AND ADMINISTRATION
OFFICE FOR INFORMATION RESOURCES
312 EIGHTH AVENUE NORTH
SUITE 1600, TENNESSEE TOWER
NASHVILLE, TENNESSEE 37243-0288
(615) 741-3700
FAX (615) 532-0471

MARK A. EMKES
COMMISSIONER

MARK BENGEL
CHIEF INFORMATION OFFICER

April 25, 2013

Mr. Lucian Geise
Director
Fiscal Review Committee
8th Floor, Rachel Jackson Bldg.
Nashville, TN

Dear Sir:

Please find attached, for the Fiscal Review Committee's consideration, documentation of an Amendment request pertaining to the State's contract with NICUSA, Inc. for the provision of Enterprise Portal Services. The Department of Finance and Administration respectfully requests to be placed on the agenda to present this request at the next Fiscal Review Committee meeting.

This amendment accomplishes the following:

- Replaces Section E.9. Ownership of Software and Work Products to provide better clarification of software ownership and permitted uses.
- Caps the amount of transaction based fees that can be billed for Revenue applications in a calendar year and
- Updates the table of transaction based fees permitted for each application based on changes that have occurred regarding new and decommissioned applications since the start of the contract period.

Thank you for your consideration of this request. We look forward to appearing before the Committee at its next scheduled meeting. Please see attached NICUSA, Inc. amendment summary.

Sincerely,

Mark Bengel
Chief Information Officer

Supplemental Documentation Required for Fiscal Review Committee

*Contact Name:	Gary Morgan	*Contact Phone:	741-8193
*Original Contract Number:	FA-11-34618	*Original RFS Number:	31701-03009
Edison Contract Number: (*if applicable*)	25268	Edison RFS Number: (*if applicable*)	N/A
*Original Contract Begin Date:	April 1, 2011	*Current End Date:	September 30, 2014
Current Request Amendment Number: (*if applicable*)		1	
Proposed Amendment Effective Date: (*if applicable*)		July 1, 2013	
*Department Submitting:		Finance and Administration	
*Division:		Office for Information Resources	
*Date Submitted:		April 30, 2013	
*Submitted Within Sixty (60) days:		Yes	
If not, explain:			
*Contract Vendor Name:		NICUSA, Inc.	
*Current Maximum Liability:		$ 15,988,350	

*Current Contract Allocation by Fiscal Year:
(as Shown on Most Current Fully Executed Contract Summary Sheet)

FY: 2011	FY: 2012	FY: 2013	FY: 2014	FY: 2015	FY
$1,142,025	$4,568,100	$4,568,100	$4,568,100	$1,142,025	$

*Current Total Expenditures by Fiscal Year of Contract:
(attach backup documentation from STARS or FDAS report)

FY: 2011	FY: 2012	FY: 2013	FY: 2014	FY: 2015	FY
$0.00	$2,258,801.00	$2,748,171.65	$	$	$

IF Contract Allocation has been greater than Contract Expenditures, please give the reasons and explain where surplus funds were spent:	The yearly contract allocations detailed above were estimates.
IF surplus funds have been carried forward, please give the reasons and provide the authority for the carry forward provision:	Surplus funds were not carried forward.
IF Contract Expenditures exceeded Contract Allocation, please give the reasons and explain how funding was acquired to pay the overage:	Contract expenditures have not exceeded the contract maximum liability.

*Contract Funding Source/Amount:	State:	Federal:	
Interdepartmental:	$15,988,350	*Other*:	

Supplemental Documentation Required for Fiscal Review Committee

If "*other*" please define:	

For all new non-competitive contracts and any contract amendment that changes Sections A or C.3. of the original or previously amended contract document, provide estimates based on information provided the Department by the vendor for determination of contract maximum liability. Add rows as necessary to provide all information requested.

If it is determined that the question is not applicable to your contract document attach detailed explanation as to why that determination was made.

Dates of All Previous Amendments or Revisions: (*if applicable*)	Brief Description of Actions in Previous Amendments or Revisions: (*if applicable*)
N/A	
Method of Original Award: (*if applicable*)	RFP
*What were the projected costs of the service for the entire term of the contract prior to contract award?	The previous contract for similar services was for approximately 14 million dollars.

Supplemental Documentation Required for Fiscal Review Committee

Planned expenditures by fiscal year by deliverable. Add rows as necessary to indicate all estimated contract expenditures.

Deliverable description:	FY: 2011	FY: 2012	FY: 2013	FY: 2014	FY: 2015
The state will continue to compensate NICUSA, Inc. each fiscal year for the service types defined in Section C.3.b. The total compensation for these services is not to exceed $15,988,350. Services provided include 1) Portal Program Management – set monthly fee of $22,000 2) Customer Service – monthly fee of $15,000 based on Customer contact support 3) Transaction Based Application Support – based on the per transaction cost for the applications developed under this model and listed in the table in section C.3.b.iii.(1) 4) Non-Transaction Based Application Support – based on a monthly fee of $660 for each application that was developed on a time and material basis 5) Subscription Services – based on a fee of $75 per year for each subscriber of applications developed under this model.					

Proposed savings to be realized per fiscal year by entering into this contract. If amendment to an existing contract, please indicate the proposed savings to be realized by the amendment. Add rows as necessary to define all potential savings per deliverable.

Deliverable description:	FY:	FY:	FY:	FY:	FY:
There are cost savings being realized as we provide web based services to citizens and businesses in the State of Tennessee through applications developed and supported by NICUSA, Inc. These applications and services provide convenience to those using the service and improved productivity and efficiency for the agencies which provide the service.					

Comparison of cost per fiscal year of obtaining this service through the proposed contract or amendment vs. other options. List other options available (including other vendors), cost of other options, and source of information for comparison of other options (e.g. catalog, Web site). Add rows as necessary to indicate price differentials between contract deliverables.

Proposed Vendor Cost: (name of vendor)	FY:	FY:	FY:	FY:	FY:
NICUSA, Inc. is the current provider of Enterprise Portal Services for the State of Tennessee. This amendment caps annual payments for existing services, modifies the existing work products, and provides for new application development within the scope of the contract. It would not be in the State's best interest, financially or otherwise, to re-assign/assign these services to a separate vendor.					

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Payments e 36

Unit	Sum Amount	Edison Contract ID	Vendor ID	Vendor Name	Type	PO ID	Voucher ID	Invoice	Date	Fiscal Year
31701	3285.000	0000000000000000000025268	0000031977	Nic Usa, Inc	DFA	0000016723	00046539	TNA0137	11/16/2011	2012
31701	5852.800	0000000000000000000025268	0000031977	Nic Usa, Inc	DFA	0000017771	00049925	TNP008	3/30/2012	2012
31701	6482.800	0000000000000000000025268	0000031977	NIC USA Tenness	DFA	0000016279	00046172	TNP003	11/7/2011	2012
31701	6482.800	0000000000000000000025268	0000031977	NIC USA Tenness	DFA	0000016723	00046535	TNP004	11/22/2011	2012
31701	6572.800	0000000000000000000025268	0000031977	Nic Usa, Inc	DFA	0000017577	00049442	TNP007	3/1/2012	2012
31701	6617.800	0000000000000000000025268	0000031977	NIC USA Tenness	DFA	0000016992	00047418	TNP005	12/27/2011	2012
31701	6662.800	0000000000000000000025268	0000031977	NIC USA Tenness	DFA	0000018031	00050519	TNP009	4/27/2012	2012
31701	6797.800	0000000000000000000025268	0000031977	NIC USA Tenness	DFA	0000016992	00047414	TNP002	12/12/2011	2012
31701	6797.800	0000000000000000000025268	0000031977	Nic Usa, Inc	DFA	0000017321	00048900	TNP006	1/31/2012	2012
31701	6887.800	0000000000000000000025268	0000031977	Nic Usa, Inc	DFA	0000018738	00052291	TNP010	7/5/2012	2012
31701	6932.800	0000000000000000000025268	0000031977	Nic Usa, Inc	DFA	0000018738	00052293	TNP012	7/30/2012	2012
31701	7067.700	0000000000000000000025268	0000031977	Nic Usa, Inc	DFA	0000018738	00052292	TNP011	7/5/2012	2012
31701	7067.800	0000000000000000000025268	0000031977	NIC USA Tenness	DFA	0000016992	00047415	TNP001	12/12/2011	2012
31701	8840.000	0000000000000000000025268	0000031977	Nic Usa, Inc	DFA	0000017577	00049450	TNA0156	2/29/2012	2012
31701	10750.000	0000000000000000000025268	0000031977	Nic Usa, Inc	DFA	0000016992	00047420	TNA0151	12/13/2011	2012
31701	14005.000	0000000000000000000025268	0000031977	Nic Usa, Inc	DFA	0000016278	00046171	TNA0150	11/2/2011	2012
31701	18875.000	0000000000000000000025268	0000031977	Nic Usa, Inc	DFA	0000018748	00052452	TNA0160	7/11/2012	2012
31701	20895.000	0000000000000000000025268	0000031977	Nic Usa, Inc	DFA	0000017220	00048731	TNA0153	1/27/2012	2012
31701	21300.000	0000000000000000000025268	0000031977	NIC USA Tenness	DFA	0000018748	00052453	TNA0161	7/25/2012	2012
31701	24910.000	0000000000000000000025268	0000031977	Nic Usa, Inc	DFA	0000017577	00049449	TNA0155	2/24/2012	2012
31701	28385.000	0000000000000000000025268	0000031977	Nic Usa, Inc	DFA	0000017577	00049445	TNA0154	2/24/2012	2012
31701	30630.000	0000000000000000000025268	0000031977	Nic Usa, Inc	DFA	0000017958	00050517	TNA0157	4/19/2012	2012
31701	31940.000	0000000000000000000025268	0000031977	Nic Usa, Inc	DFA	0000018139	00050872	TNA0159	5/11/2012	2012
31701	40500.000	0000000000000000000025268	0000031977	Nic Usa, Inc	DFA	0000018748	00052455	TNA0162	7/30/2012	2012
31701	48505.000	0000000000000000000025268	0000031977	Nic Usa, Inc	DFA	0000018032	00050518	TNA0158	4/25/2012	2012
31701	62745.000	0000000000000000000025268	0000031977	Nic Usa, Inc	DFA	0000016723	00046538	TNA0136	11/30/2011	2012
31701	63193.000	0000000000000000000025268	0000031977	Nic Usa, Inc	DFA	0000018748	00052456	TNA0163/ TNA0164	7/27/2012	2012
31701	168840.500	0000000000000000000025268	0000031977	Nic Usa, Inc	DFA	0000017395	00048903	November 2011 Invoice	1/31/2012	2012
31701	175079.750	0000000000000000000025268	0000031977	Nic Usa, Inc	DFA	0000017770	00049924	December 2011 Invoice	3/16/2012	2012
31701	175269.500	0000000000000000000025268	0000031977	Nic Usa, Inc	DFA	0000016913	00047359	September 2011 Invoice	12/9/2011	2012
31701	184763.750	0000000000000000000025268	0000031977	Nic Usa, Inc	DFA	0000017142	00048379	October 2011 Invoice	1/10/2012	2012
31701	202231.250	0000000000000000000025268	0000031977	Nic Usa, Inc	DFA	0000018213	00050986	February 2012 Invoice	5/8/2012	2012
31701	202423.500	0000000000000000000025268	0000031977	Nic Usa, Inc	DFA	0000018720	00052286	April 2012	7/5/2012	2012
31701	204168.250	0000000000000000000025268	0000031977	Nic Usa, Inc	DFA	0000016495	00046276	August 2011 Invoice	11/8/2011	2012
31701	209753.250	0000000000000000000025268	0000031977	Nic Usa, Inc	DFA	0000017960	00050504	January 2012 Invoice	4/24/2012	2012
31701	~~227289.750~~	0000000000000000000025268	0000031977	Nic Usa, Inc	DFA	0000018502	00051659	March 2012	6/8/2012	2012
	2258801.000									

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Unit	Sum Amount	Edison Contract ID	Vendor ID	Vendor Name	Type	PO ID	Voucher ID	Invoice	Date	Fiscal Year
31701	1310.000	0000000000000000000025268	0000031977	Nic Usa, Inc	DFA	0000021111	00057273	TNA0188	3/18/2013	2013
31701	1522.500	0000000000000000000025268	0000031977	Nic Usa, Inc	DFA	0000021274	00057748	TNA0193	4/24/2013	2013
31701	2855.000	0000000000000000000025268	0000031977	Nic Usa, Inc	DFA	0000020890	00056524	TNA0175	3/6/2013	2013
31701	5170.000	0000000000000000000025268	0000031977	Nic Usa, Inc	DFA	0000020470	00055612	TNA0171	12/21/2012	2013
31701	6485.000	0000000000000000000025268	0000031977	Nic Usa, Inc	DFA	0000021274	00057746	TNA0191	4/12/2013	2013
31701	6687.800	0000000000000000000025268	0000031977	Nic Usa, Inc	DFA	0000020208	00054965	TNP016	11/30/2012	2013
31701	6687.800	0000000000000000000025268	0000031977	Nic Usa, Inc	DFA	0000020890	00056521	TNP018	2/20/2013	2013
31701	7020.300	0000000000000000000025268	0000031977	NIC USA Tennes	DFA	0000020422	00055321	TNP017	12/21/2012	2013
31701	7162.800	0000000000000000000025268	0000031977	Nic Usa, Inc	DFA	0000020890	00056522	TNP019	3/1/2013	2013
31701	7162.800	0000000000000000000025268	0000031977	Nic Usa, Inc	DFA	0000021111	00057272	TNP020	3/29/2013	2013
31701	7447.800	0000000000000000000025268	0000031977	Nic Usa, Inc	DFA	0000019817	00054319	TNP015	10/30/2012	2013
31701	7505.000	0000000000000000000025268	0000031977	Nic Usa, Inc	DFA	0000020989	00056862	TNA0187	3/7/2013	2013
31701	7533.750	0000000000000000000025268	0000031977	Nic Usa, Inc	DFA	0000019817	00054314	TNA0170	10/26/2012	2013
31701	7542.800	0000000000000000000025268	0000031977	NIC USA Tennes	DFA	0000019587	00053647	TNP014	9/28/2012	2013
31701	7650.000	0000000000000000000025268	0000031977	Nic Usa, Inc	DFA	0000019587	00053648	TNA0168	9/12/2012	2013
31701	9215.000	0000000000000000000025268	0000031977	Nic Usa, Inc	DFA	0000019604	00053740	TNA0169	9/17/2012	2013
31701	9345.300	0000000000000000000025268	0000031977	Nic Usa, Inc	DFA	0000019372	00053286	TNP013	8/30/2012	2013
31701	10375.000	0000000000000000000025268	0000031977	Nic Usa, Inc	DFA	0000019422	00053469	TNA0165	8/29/2012	2013
31701	11225.000	0000000000000000000025268	0000031977	Nic Usa, Inc	DFA	0000020208	00054963	TNA0167	11/16/2012	2013
31701	12525.000	0000000000000000000025268	0000031977	Nic Usa, Inc	DFA	0000020564	00055886	TNA0182	1/18/2013	2013
31701	14015.000	0000000000000000000025268	0000031977	Nic Usa, Inc	DFA	0000020540	00055744	TNA0179	1/11/2013	2013
31701	14345.000	0000000000000000000025268	0000031977	Nic Usa, Inc	DFA	0000020989	00057131	TNA0180A	3/14/2013	2013
31701	16605.000	0000000000000000000025268	0000031977	Nic Usa, Inc	DFA	0000021342	00057999	TNA0190	4/25/2013	2013
31701	17510.000	0000000000000000000025268	0000031977	Nic Usa, Inc	DFA	0000020208	00054962	TNA0174	11/16/2012	2013
31701	39580.000	0000000000000000000025268	0000031977	Nic Usa, Inc	DFA	0000021181	00057570	TNA0186	4/4/2013	2013
31701	43880.000	0000000000000000000025268	0000031977	Nic Usa, Inc	DFA	0000020564	00055887	TNA0183	1/18/2013	2013
31701	47040.000	0000000000000000000025268	0000031977	Nic Usa, Inc	DFA	0000020564	00055884	TNA0177	1/18/2013	2013
31701	51408.750	0000000000000000000025268	0000031977	Nic Usa, Inc	DFA	0000020734	00056332	TNA0185	2/7/2013	2013
31701	52835.000	0000000000000000000025268	0000031977	Nic Usa, Inc	DFA	0000019422	00053467	TNA0166	8/30/2012	2013
31701	72875.000	0000000000000000000025268	0000031977	Nic Usa, Inc	DFA	0000020734	00056333	TNA0176	2/7/2013	2013
31701	73120.000	0000000000000000000025268	0000031977	Nic Usa, Inc	DFA	0000020989	00056863	TNA0178	3/7/2013	2013
31701	74620.000	0000000000000000000025268	0000031977	Nic Usa, Inc	DFA	0000020564	00055888	TNA0184	1/18/2013	2013
31701	89905.000	0000000000000000000025268	0000031977	Nic Usa, Inc	DFA	0000020208	00054961	TNA0173	11/23/2012	2013
31701	92350.000	0000000000000000000025268	0000031977	Nic Usa, Inc	DFA	0000020564	00055885	TNA0181	1/18/2013	2013
31701	130782.000	0000000000000000000025268	0000031977	Nic Usa, Inc	DFA	0000021003	00056861	December 201	3/7/2013	2013
31701	131770.000	0000000000000000000025268	0000031977	Nic Usa, Inc	DFA	0000020296	00055079	TNA0172	11/27/2012	2013

31701	175870.500	0000000000000000000025268	0000031977	Nic Usa, Inc	DFA	0000020367	00055219	September 201	12/6/2012	2013
31701	179038.500	0000000000000000000025268	0000031977	Nic Usa, Inc	DFA	0000020816	00056431	November 201	2/8/2013	2013
31701	195341.250	0000000000000000000025268	0000031977	Nic Usa, Inc	DFA	0000020523	00055717	October 2012	1/3/2013	2013
31701	199153.000	0000000000000000000025268	0000031977	Nic Usa, Inc	DFA	0000019562	00053652	June 2012	9/12/2012	2013
31701	209797.000	0000000000000000000025268	0000031977	Nic Usa, Inc	DFA	0000019785	00054310	July 2012	10/18/2012	2013
31701	219498.250	0000000000000000000025268	0000031977	Nic Usa, Inc	DFA	0000020090	00054650	August 2012	11/7/2012	2013
31701	231339.750	0000000000000000000025268	0000031977	Nic Usa, Inc	DFA	0000018725	00052957	May 2012	7/30/2012	2013
31701	233064.000	0000000000000000000025268	0000031977	Nic Usa, Inc	DFA	0000021265	00057687	January 2013	4/9/2013	2013
	2748171.650									

OIR Pre-Approval Endorsement Request
E-Mail Transmittal

TO : Jane Chittenden, OIR Procurement & Contract Management Director
Department of Finance & Administration
E-mail : Jane.Chittenden@tn.gov

FROM : Wayne Arnold
E-mail : wayne.arnold@tn.gov

DATE : 04/25/13

RE : Request for OIR Pre-Approval Endorsement

Applicable RFS # **31701-03009**

OIR Endorsement Signature & Date:

Mark Bengel (gw) 4/25/13

Chief Information Officer

NOTE: Proposed contract/grant support is applicable to the subject IT service technical merit.

Office for Information Resources (OIR) pre-approval endorsement appears to be required pursuant to professional service contracting regulations pertaining to procurements with information technology as a component of the scope of service. This request seeks to ensure that OIR is aware of and has an opportunity to review the procurement detailed below and in the attached documents.

Please document OIR endorsement of the described procurement (with the appropriate signature above), and return this document via e-mail at your earliest convenience.

Contracting Agency	**Finance and Administration**
Agency Contact (name, phone, e-mail)	**Wayne Arnold, 253-8623,** wayne.arnold@tn.gov

Subject Procurement Document (mark one)

- ☐ RFP
- ☐ Competitive Negotiation Request
- ☐ Alternative Procurement Method Request
- ☐ Non-Competitive Contract Request
- ☒ Non-Competitive Amendment Request
- ☐ Contract
- ☐ Contract Amendment
- ☐ Grant
- ☐ Grant Amendment

Information Systems Plan (ISP) Project Applicability

- ☒ Not Applicable to this Request
- ☐ Applicable– ISP Project#

Response Confirmed by IT Director/Staff (name): **Wayne Arnold**

Applicable RFS # **31701-03009**

Required Attachments (as applicable – copies without signatures acceptable)

- ☐ RFP, Competitive Negotiation Request, Alternative Procurement Method Request, Non-Competitive Contract Request, Non-Competitive Amendment Request
- ☐ Original Contract/Grant or Amendment
- ☒ Proposed Contract/Grant or Amendment

Subject Information Technology Service Description
(Brief summary of information technology services involved. Clearly identify included technologies such as system development/maintenance, security, networking, *etc.* As applicable, identify the contract & solicitation sections related to the IT services.)

The State's Enterprise Portal solution.

Non-Competitive Amendment Request

NOT required for a contract with a federal, Tennessee, or Tennessee local government entity or a grant.
Route a completed request, as one file in PDF format, via e-mail attachment sent to: Agsprs.Agsprs@state.tn.us

APPROVED
COMMISSIONER OF FINANCE & ADMINISTRATION

Request Tracking #	31701-03009
1. Procuring Agency	Finance and Administration
2. Contractor	NICUSA, Inc.
3. Contract #	FA-11-34618
4. Proposed Amendment #	1
5. Edison ID #	25268
6. Contract Begin Date	April 1, 2011
7. Current Contract End Date *– with ALL options to extend exercised*	September 30, 2014
8. Proposed Contract End Date *– with ALL options to extend exercised*	September 30, 2014
9. Current Maximum Contract Cost *– with ALL options to extend exercised*	$ 15,988,350.00
10. Proposed Maximum Contract Cost *– with ALL options to extend exercised*	$ 15,988,350.00
11. Office for Information Resources Endorsement *– information technology service (N/A to THDA)*	☐ Not Applicable ☒ Attached
12. eHealth Initiative Support *– health-related professional, pharmaceutical, laboratory, or imaging*	☒ Not Applicable ☐ Attached
13. Human Resources Support *– state employee training service*	☒ Not Applicable ☐ Attached

14. Explanation Need for the Proposed Amendment

This amendment caps the amount of transaction based fees that can be billed for Revenue applications in a calendar year and replaces section E.9. Ownership of Software and Work Products to provide better clarification of ownership and permitted uses.

15. Name & Address of the Contractor's Principal Owner(s)
– NOT required for a TN state education institution

Craig Shinn, President

Request Tracking #	31701-03009

Tennessee Information Division of NICUSA, Inc.
150 4th Ave N, Ste 510
Nashville, TN 37219

16. Evidence Contractor's Experience & Length Of Experience Providing the Service

NICUSA, Inc. has been successfully providing Enterprise Portal Services to the State of Tennessee for over 12 years, beginning in 2001.

17. Efforts to Identify Reasonable, Competitive, Procurement Alternatives

There were no efforts made to identify competitive alternates; see Item 18 below.

18. Justification – *specifically explain why non-competitive negotiation is in the best interest of the state*

NICUSA, Inc. is the current provider of Enterprise Portal Services for the State of Tennessee. This amendment caps annual payments for existing services, modifies the existing work products, and provides for new application development within the scope of the contract. It would not be in the State's best interest, financially or otherwise, to re-assign/assign these services to a separate vendor.

Agency Head Signature and Date – *MUST be signed by the ACTUAL agency head as detailed on the current Signature Certification. Signature by an authorized signatory is acceptable only in documented exigent circumstances*

Mark C. Emker 4/26/13

CONTRACT AMENDMENT

Agency Tracking #	Edison ID	Contract #	Amendment #
31701-03009	25268	FA-11-34618	1

Contractor Legal Entity Name	Edison Vendor ID
NICUSA, Inc.	31977

Amendment Purpose & Effect(s)

Amendment revises list of Transaction Based portal applications, caps charges for services performed for the Department of Revenue, and modifies Ownership of Work Product provisions.

Amendment Changes Contract End Date: ☐ YES ☒ NO **End Date:** September 30, 2014

TOTAL Contract Amount INCREASE or DECREASE per this Amendment (zero if N/A)**:** **$ 0.00**

Funding —

FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
2011			$ 0.00		$ 0.00
2012			$ 2,258,801.00		$ 2,258,801.00
2013			$ 6,102,021.78		$ 6,102,021.78
2014			$ 6,102,021.78		$ 6,102,021.78
2015			$ 1,525,505.44		$ 1,525,505.44
TOTAL:			**$ 15,988,350.00**		**$ 15,988,350.00**

American Recovery and Reinvestment Act (ARRA) Funding: ☐ YES ☒ NO

Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.

OCR USE

Speed Chart (optional)	**Account Code** (optional)
FA00000207	72203000

AMENDMENT ONE
OF CONTRACT 25268

This Amendment is made and entered by and between the State of Tennessee, Department of Finance and Administration, hereinafter referred to as the "State" and NICUSA, Inc., hereinafter referred to as the "Contractor." It is mutually understood and agreed by and between said undersigned contracting parties that the subject Contract is hereby amended as follows:

1. The following rows from the table in Contract section C.3.b.iii.(1) are deleted in their entirety:

First Lady's Shop	$ 1.00 per trans-action	$ 1.00 per trans-action	$ 1.00 per trans-action	$ 1.00 per trans-action	$ 1.00 per trans-action
Executive Residence Donation Site	$ 1.00 per trans-action	$ 1.00 per trans-action	$ 1.00 per trans-action	$ 1.00 per trans-action	$ 1.00 per trans-action
Workers Comp Filing	$ 1.50 per trans-action	$ 1.50 per trans-action	$ 1.50 per trans-action	$ 1.50 per trans-action	$ 1.50 per trans-action
Renew Vehicle Tags (see Contract Section C.3.b.iii.(1)(e) below)	$ 1.00 per trans-action	$ 1.00 per trans-action	$ 1.00 per trans-action	$ 1.00 per trans-action	$ 1.00 per trans-action
Campground Reservations	$ 3.00 per trans-action	$ 3.00 per trans-action	$ 3.00 per trans-action	$ 3.00 per trans-action	$ 3.00 per trans-action

2. The following row is added at the end of the table in Contract section C.3.b.iii.(1):

Business Tax for County Clerks	N/A	N/A	$ 1.00 per trans-action	$ 1.00 per trans-action	$ 1.00 per trans-action

3. Contract section C.3.b.iii.(1)(e) is deleted in its entirety and replaced with the following:

C.3.b.iii.(1)(e) **Cap on Charges to Department of Revenue**. The charges for the listed services performed for the Tennessee Department of Revenue (TDOR) will be capped as set forth in more detail below according to the following chart.

TABLE OF PORTAL APPLICATIONS

Portal Application Name/ID	**Current Fee Structure**	**Cap Volume/Amount (figures through Dec. 2011)**
Sales Tax, #347003 and 347010 Consumer Use Tax, #347005 and 347011	$1.00 per transaction	644,202/$644.202.00 (Sales) 967/$967.00 (Consumer Use Tax) Total: 645,169/$645,169.00
Professional Privilege Tax Filing, #347002 and #347009	$1.50 per transaction	20,819/$31,228.50
Professional Privilege Tax Batch Filings, #347021	$1.00 per transaction	1,254/$1,254
Individual Income Tax (Hall Tax),	$2.50 per transaction	5,514/$13,785.00

#347001 and #347013		
Franchise & Excise Tax, #347006 and #347012	$1.50 per transaction	17,754/$26,631.00
Franchise & Excise Long Form, #347020	$1.00 per transaction	2,786/$2,786.00
County and City Business Tax, #347022 and #347023	$1.00 per transaction	99,153/$99,153.00
Business Registration Tax, #347004	$2.50 per transaction	21,990/$54,975.00
Business Tax for County Clerks, #347050 and #347051 (in development)	$1.00 per transaction	Cap to be set based on the first 12 months of Production volumes.
Online Tax Debit, #347007 and #347008	$.75 per transaction	6,843/$5,132.25
Total for all listed Applications:		**$880,113.75**

Beginning January 1, 2012, TDOR will pay NIC the per transaction fee for each of these tax types until the cap has been reached. Upon reaching the cap volume for any of the above listed applications, TDOR will no longer pay a per transaction fee and would cease paying any amount to NIC for that application's transactions for the remainder of the calendar year. If the cap is not reached within a calendar year, the per transaction payments for that application would continue throughout the calendar year and be reset to zero at the beginning of each calendar year. Likewise, tracking transaction volumes toward the cap will be reset to zero at the beginning of each calendar year for each application type listed above.

Also included in this agreement will be all updates or changes to the above listed apps, which would be done without cost to TDOR.

Additionally, the following pending or in-process applications will be developed and implemented without any cost to TDOR/State of Tennessee:

- F&E Financial Institutions (project DG264)
- EFT only application (project DG283)
- Liquor By the Drink (project DG312)

It is the intent of the parties that, should this Contract be extended beyond the current termination date of September 30, 2014, the parties will renegotiate the listed caps effective January 1, 2015. The parties will use their best efforts to implement the results of this negotiation, acknowledging that they will not become enforceable until a subsequent contract amendment is approved under contract section D.2.

4. Contract section E.9 is deleted in its entirety and replaced with the following:

E.9. Ownership of Software and Work Products,

a. Definitions.

(1) "Authorized Portal Contractors," which shall mean contractors engaged by or on behalf of the State to assist the State in the Permitted Uses of the Source

Code and Contractor-Owned Software, who will execute a written confidentiality agreement in a form to be agreed upon by the parties to this Contract.

(2) "Contractor-Owned Software," which shall mean all software provided by Contractor under this Contract other than Custom-Developed Application Software and Third-Party Software. Contractor-Owned Software includes software provided and developed for the State when such software is (i) Custom-Developed Application Software; and (ii) the Custom Developed Application Software incorporates Contractor-Owned Software.

(3) "Custom-Developed Application Software," which shall mean customized application software developed by Contractor under this Contract solely for State, when launched for use on the Portal, which does not incorporate any Contractor-Owned Software; provided, that this Contract Amendment will not, in any way, modify any of the provisions, definitions or terms and conditions of the Contract prior to the effective date of this Contract Amendment.

(4) "Permitted Uses," which shall mean use of the functionality of the software used on the Portal or deployed on mobile devices to permit Users to access Tennessee government information, and other governmental sites, and to perform certain State governmental licensing, registration and similar transactions. The term excludes any commercial sale, licensing, gifting, loan or other transfer or use for commercial purposes, or any use outside of the State.

(5) "Portal," which shall mean the Tennessee Enterprise Portal, as described in the RFP and this Contract and referred to as TN.gov.

(6) "Third-Party Software," which shall mean software not owned by the State or the Contractor.

(7) "Work Product," which shall mean all deliverables exclusive of hardware, such as software, software source code, documentation, planning, etc., that are created, designed, developed, or documented by the Contractor in connection with the Custom-Developed Application Software.

(8) The State and the Contractor shall agree on which software currently in use under this Contract falls within the categories set forth in this section. This agreement shall be reflected in the list attached to this Contract as Attachment H. The parties agree that PMN, PMN-Admin, and PMNOUT (items 58-60 on the list) are the only existing applications under this Contract that are owned by the Contractor. All new software developed or used under this Contract shall be identified as Contractor-Owned Software or Custom Developed Application Software in an applicable Statement of Work executed by the parties.

b. Rights and Title to the Software

(1) All right, title and interest in and to the Contractor-Owned Software shall at all times remain with Contractor. Upon termination of this Contract for any reason permissible under the contract (including expiration of this contract under Section B.1) Contractor hereby grants to the State the unlimited, perpetual, non-terminable, royalty-free right to use the Contractor-Owned Software and its underlying source code for the Permitted Use. Under the above license the State will have the right to (i) make copies of the

Contractor-Owned Software and Source Code, for archival, testing or back-up purposes, or for development of modifications and enhancements for the Permitted Uses; (ii) modify the Contractor-Owned Software as may be required or desirable for the maintenance or enhancement of the Contractor-Owned Software for use on the Portal; (iii) load the Contractor-Owned Software on any State approved systems for the Permitted Uses; (iv) use State employees or Authorized Portal Contractors for the purpose set forth in (ii) above; and (v) allow Users access to the functions of the Contractor-Owned Software (but not the Source Code) through the Portal solely for Permitted Uses.

(2) All right, title and interest in and to the Work Product, and to modifications thereof made by State or the Contractor, including without limitation all copyrights, patents, trade secrets and other intellectual property and other proprietary rights embodied by and arising out of the Work Product, shall belong to State. To the extent such rights do not automatically belong to State, Contractor hereby assigns, transfers, and conveys all right, title and interest in and to the Work Product, including without limitation the copyrights, patents, trade secrets, and other intellectual property rights arising out of or embodied by the Work Product. Contractor shall execute any other documents that State or its counsel deem necessary or desirable to document this transfer and/or allow State to register its claims and rights to such intellectual property rights or enforce them against third parties, and Contractor shall cooperate fully in the foregoing endeavors.

(3) All right, title and interest in and to the Third-Party Software shall at all times remain with the third party, subject to any license granted thereby.

c. Nothing in this Contract shall prohibit the Contractor's use for its own purposes of the general knowledge, skills, experience, ideas, concepts, know-how, and techniques obtained and used during the course of providing the services requested under this Contract.

d. Nothing in the Contract shall prohibit the Contractor from developing for itself, or for others, materials which are similar to and/or competitive with those that are produced under this Contract.

e. Contractor shall provide the State with a copy of the source code for the software portion of Work Product and Custom-Developed Application Software, and subsequent updates thereto, within thirty (30) days after the software is placed in operation as part of the services provided under this Contract.

5. Contract Attachment H attached hereto is added as a new attachment.

Required Approvals. The State is not bound by this Amendment until it is signed by the contract parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this contract, said officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).

Amendment Effective Date. The revisions set forth herein shall be effective July 1, 2013. All other terms and conditions of this Contract not expressly amended herein shall remain in full force and effect.

IN WITNESS WHEREOF,

NICUSA, INC.:

SIGNATURE	**DATE**

PRINTED NAME AND TITLE OF SIGNATORY (above)

DEPARTMENT OF FINANCE AND ADMINISTRATION:

MARK A. EMKES, COMMISSIONER	**DATE**

ATTACHMENT H

NIC the people behind eGovernment

Application Information

	Application Name	Application Full name	Agency	Application URL	Category
1	abc	Alcohol Beverage Commission licensing	Alcohol Beverage Commission	https://apps.tn.gov/abc/start.html	Search, Registration
2	alldata	ARRA submission	Several, but predominately DOT	https://apps.tn.gov/tdotarra/	Official Records
3	amvr	Agency MVR lookup	Several	https://apps.tn.gov/amvr-app/login.html	Search
4	axis	Support application for web services	None directly	N/A	N/A
5	bizbatch	Batch business tax filings	Department of Revenue	https://apps.tn.gov/bizbatch/	Filing, Payment
6	bizclerk	Business Tax for County Clerks	Department of Revenue	https://apps.tn.gov/bizclerk/	Filing, Payment
7	bizreg	Business registration	Department of Revenue	https://apps.tn.gov/bizreg/	Registration
8	biztax	Business tax filings	Department of Revenue	https://apps.tn.gov/biztax/	Filing, Payment
9	bmvr	Batch MVR requests	Department of Safety	N/A	Search, Official Records
10	chgdl	DL change address	Department of Safety	https://apps.tn.gov/tndlr/	Official Records
11	cirens	Commerce and Insurance licensing	Department of Commerce & insurance	https://apps.tn.gov/cirens/	Licensing, Payment
12	ciupdates	Commerce and Insurance Payments	Department of Commerce & insurance	https://apps.tn.gov/ciupdates/	Payment
13	cmur	Case management and utilization review	Department of Labor and Workforce	https://apps.tn.gov/cmur/	Filing
14	conflict	Conflict of interest	Ethics Commission	https://apps.tn.gov/conflict/	Filing
15	Custlookup	Customer Lookup	NIC	N/A	Administration
16	DCS Facility Licensing Inspection	Facility Licensing Inspection	Department of Children Services	N/A iPad application	Reporting, Licensing, Search, Payment
17	DCS Foster Parent Verification	TDCS Foster Parent Verification	Department of Children Services	HTTPS://apps.tn.gov/fpv	Official Records
18	DCS - Online Training Library	Resource Parent Training Video Gallery	Department of Children Services	http://tn.gov/youth/training/resourceparent/video-gallery.shtml	Training
19	dlappts	DL test appointments	Department of Safety	https://apps.tn.gov/dlappts/	Registration

ATTACHMENT H

NIC the people behind eGovernment

Application Information

	Application Name	Application Full name	Agency	Application URL	Category
20	dlpractice	Driver License Practice Test	Department of Safety	http://tn.gov/dlpractice/	Training
21	dlappts-kiosk	DL test appointments, kiosk version	Department of Safety	https://apps.tn.gov/dlappts-kiosk/	Registration
22	dlwebservice	Web Service for driver records	Department of Safety	https://apps.tn.gov/driverRecordWS/services	Official Records
23	dlr	DL renewals	Department of Safety	https://apps.tn.gov/tndlr/	Registration, Licensing
24	dlwebserv	DL web service	Several	N/A	N/A
25	doSearch	Search servlet	Website	https://apps.tn.gov/dlwebserv/login.seam	Search
26	dupdlr	DL duplicate request	Department of Safety	https://apps.tn.gov/tndlr/	Official Records
27	eavpay	EAV payment submissions	Department of Human Services	https://apps.tn.gov/eavpay/	Reporting
28	eavpayadmin	EAV payment submissions Administration	Department of Human Services	N/A	Administration
29	echecks	echecks	N/A	N/A	Payment
30	edi	EDI submissions	Department of Revenue	https://apps.tn.gov/edi/	Filing
31	eli	Educator Licensing	Department of Education	https://apps.tn.gov/eli/	Official Records
32	etax	Personal income tax	Department of Revenue	https://apps.tn.gov/etax/	Payment
33	events	Events registration	Several	https://apps.tn.gov/events/	Registration, Payment, Planning
34	fnelong	Franchise and excise tax filings	Department of Revenue	N/A (web service)	Filing
35	fnetax	Franchise and excise tax filings	Department of Revenue	https://apps.tn.gov/fnetax/	Filing
36	foil	Felony offender lookup	Department of Corrections	https://apps.tn.gov/foil/foil_index.jsp	Search
37	geoip	GeoIP lookup	Website	http://tn.gov/topics/	Search
38	handgun	Handgun Carry Permit	Department of Safety	https://apps.tn.gov/handgun/	Registration
39	hlrs	Health Licensing	Department of Health	https://apps.tn.gov/hlrs/begin.jsp	Licensing, Payment
40	ilobby	Lobbyist registration	Ethics Commission	https://apps.tn.gov/ilobby/	Registration
41	ilobbysearch	Lobbyist search	Ethics Commission	https://apps.tn.gov/ilobbysearch-app/search.htm	Search

ATTACHMENT H

NIC the people behind eGovernment

Application Information

	Application Name	Application full name	Agency	Application URL	Category
42	imvr	MVR lookup	Department of Safety	https://apps.tn.gov/imvr/	Search
43	INCMEF	Income E-File	Department of Revenue	N/A	Filing
44	ivtr	Vehicle Title and Registration	Department of Revenue	https://apps.tn.gov/ivtr/	Search
45	lgip	Local Government Investment Pool	Treasury Department	https://apps.tn.gov/lgip/lgip_index.jsp	Administration
46	lmvr	Local Government Moving Violation Records	Department of Safety	https://apps.tn.gov/lmvr	Records, Search
47	maps	Tennessee maps	Website	http://tn.gov/maps/	Search, Map
48	county maps	County Maps	Website	http://tn.gov/local/county	Map
49	methor	Meth Offender Registry Database	Tennessee Bureau of Investigation	https://apps.tn.gov/methor/	Search
50	modplans	Modular Building Unit Plan submittal	Department of Commerce & insurance	https://apps.tn.gov/modplans/	Document Submission, Permitting, Payment
51	mytn	Localization application	Website	http://tn.gov/local/	Search
52	newsroom	Newsroom blog	Governor's office	https://news.tn.gov/	Search, Blog
53	notifications	Notification	Governor's office	www.tn.gov/notify	Mass Emailer, Admin
54	osbr	One Stop Business Resource	Several	https://apps.tn.gov/osbr/	Search, Filing, Registration
55	paams	Customer Management system	Website	https://apps.tn.gov/paams/	Registration
56	parks	Parks reservations	Department of Environment and Conservation	https://apps.tn.gov/parks/	Reservation, Payment
57	photos	Tennessee photos	Website	http://tn.gov/photos/	Administration, Search, Gallery
58	pmn	Public Meeting Notice	Website	https://apps.tn.gov/pmn/index.html	Search, Calendar
59	pmn-admin	Public Meeting Notice Administration	Website	https://apps.tn.gov/pmn-admin/index.html	Administration
60	pmnout	pmnout	Website	N/A	Portal support app
61	polo	Links Organizer	Website	http://tn.gov/polo-app/login	Administration, Content Organizer
62	Postsec	Postsec - Postsecondary	Higher Education Commission	https://apps.tn.gov/postsec/	Administration
63	privbatch	Privtax batch filings	Department of Revenue	https://apps.tn.gov/privbatch/	Payment, Filing
64	privtx	Professional Privilege Tax filings	Department of Revenue	https://apps.tn.gov/privtx/	Payment, Filing
65	prwage	Prevailing Wage survey	Department of Labor and Workforce	https://apps.tn.gov/prwage-app/welcome.do	Filing

ATTACHMENT H

NIC the people behind eGovernment

Application Information

	Application Name	Application Full name	Agency	Application URL	Category
66	recon	reconciliation	NIC	https://apps.tn.gov/recon/	Administration
67	reindl	DL Reinstatement	Department of Safety	https://apps.tn.gov/tndlr/	Official Records
68	revusers	Revenue Users Management	Department of Revenue	https://apps.tn.gov/revusers/	Administration
69	salary	Salary lookup	Website	https://apps.tn.gov/salary/	Search
70	sales	Sales tax filings	Department of Revenue	https://apps.tn.gov/sales/	Payment, Filing
71	smvr	MVR Status Lookups	Department of Safety	https://apps.tn.gov/smvr/	Search
72	spaams	Super PAAMS	NIC	https://apps.tn.gov/spaams	admin
73	sstp	Streamlined Sales Tax	Department of Revenue	N/A	Filing
74	survey	Survey generator	Several	http://tn.gov/survey/survey	Form Submission
75	taxdbt	Online Tax Payments	Department of Revenue	https://apps.tn.gov/taxdbt/	Payment, Filing
76	tcses	Child support enforcement	Department of Human Services	https://apps.tn.gov/tcses/	Official Records, Registration, Search
77	tdot mobile	TDOT Mobile Suite	Department of Transportation	N/A	Highway Event Alert System
78	tnamail	Mass mailer	Website	http://tn.gov/tnamail-app/login	Emailer
79	tncamp	Campaign Finance filing and search	Ethics Commission	https://apps.tn.gov/tncamp/	Search, Filing
80	tncampV2	Campaign Finance filing and search, 2nd copy	Ethics Commission	https://apps.tn.gov/tncamp/	Search, Filing
81	tncrim	Criminal Justice Lookup	Administrative Office of the Courts	https://apps.tn.gov/tncrim/app/login.html	Search
82	tncrim-admin	Criminal Justice Lookup User Admin	Administrative Office of the Courts	https://apps.tn.gov/tncrim-admin/app/login.html	admin
83	tndlr	TN Safety DL APP	Department of Safety	https://apps.tn.gov/tndlr/	Search, Payment
84	tnsfmo	Architects' and Engineers' Plans Submittal	Department of Commerce & insurance	https://apps.tn.gov/tnsfmo/	Licensing, Payment, Search, Document Submission
85	Tntilt	TNDLR Information Lookup Tool	NIC	https://apps.tn.gov/tntilt-app/login	Search
86	tntrack	Tennessee Bill Tracking	Several	https://apps.tn.gov/tntrack/	Official Records, Search, Filing
87	tntrack-users	Tennessee Bill Tracking User Signup	Several	https://apps.tn.gov/tntrack-app/requestaccess.htm	Registration
88	tope	Online Payment Engine	Several	N/A	Payment
89	topics	Topic/Tags organizer	Website	http://tn.gov/topics/	Search
90	TUMS	Tennessee User Management System	NIC	N/A	Administration

ATTACHMENT H

NIC the people behind eGovernment

Application Information

	Application Name	Application Full Name	Agency	Application URL	Category
91	twrafund	Watchable Wildlife Endowment Fund	Wildlife Resources Agency	https://apps.tn.gov/twrafund/	Payment
92	unclp	Unclaimed property search	Treasury Department	https://apps.tn.gov/unclp/	Search
93	usetax	Consumer Use Tax filing	Department of Revenue	https://apps.tn.gov/usetax/	Payment, Filing
94	ustop	Underground storage tank operator training	Department of Environment and Conservation	https://apps.tn.gov/ustop/	Registration
95	vserv	Volunteer Services Application	Department of Corrections	https://apps.tn.gov/vserv/	Registration
96	wiaetpl	Workforce Investment Act Information	Department of Labor and Workforce	https://apps.tn.gov/wiaetpl/	Search, Admin
97	tn.gov web portal		Website	tn.gov	Web Portal

CONTRACT

(fee-for-service contract with an individual, business, non-profit, or governmental entity of another state)

Begin Date	End Date	Agency Tracking #	Edison Record ID
April 1, 2011	September 30, 2014	31701-03009	25268

Contractor Legal Entity Name	Edison Vendor ID
NICUSA, Inc.	31977

Subrecipient or Vendor	CFDA #	FEIN or SSN (optional)
☐ Subrecipient ☒ Vendor		48-1124536

Service Caption (one line only)

Enterprise Portal Services

FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
2011			$ 1,142,025.00		$ 1,142,025.00
2012			$ 4,568,100.00		$ 4,568,100.00
2013			$ 4,568,100.00		$ 4,568,100.00
2014			$ 4,568,100.00		$ 4,568,100.00
2015			$ 1,142,025.00		$ 1,142,025.00
TOTAL:			**$ 15,988,350.00**		**$ 15,988,350.00**

American Recovery and Reinvestment Act (ARRA) Funding: ☐ **YES** ☒ **NO**

Ownership/Control

☐ African American ☐ Asian ☐ Hispanic ☐ Native American ☐ Female

☐ Person w/Disability ☐ Small Business ☐ Government ☒ NOT Minority/Disadvantaged

☐ Other:

Selection Method & Process Summary (mark the correct response to confirm the associated summary)

☒ RFP	The procurement process was completed in accordance with the approved RFP document and associated regulations.
☐ Competitive Negotiation	The predefined, competitive, impartial, negotiation process was completed in accordance with the associated, approved procedures and evaluation criteria.
☐ Alternative Competitive Method	The predefined, competitive, impartial, procurement process was completed in accordance with the associated, approved procedures and evaluation criteria.
☐ Non-Competitive Negotiation	The non-competitive contractor selection was completed as approved, and the procurement process included a negotiation of best possible terms & price.
☐ Other	The contractor selection was directed by law, court order, settlement agreement, or resulted from the state making the same agreement with *all* interested parties or *all* parties in a predetermined "class."

Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.

Speed Code	Account Code
FA00000207	72203000

OCR USE - FA

CONTRACT
BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF FINANCE AND ADMINISTRATION
AND
NICUSA, INC.

This Contract, by and between the State of Tennessee, Department of Finance and Administration, hereinafter referred to as the "State" and NICUSA, Inc., hereinafter referred to as the "Contractor," is for the provision of Enterprise Portal Services, as further defined in the "SCOPE OF SERVICES."

The Contractor is a for-profit corporation.
Contractor Federal Employer Identification or Social Security Number: 48-1124536
Contractor Place of Incorporation or Organization: Kansas

A. SCOPE OF SERVICES:

A.1. The Contractor shall provide all service and deliverables as required, described, and detailed herein and shall meet all service and delivery timelines as specified by this Contract.

A.2. **State Enterprise Portal Vision**

A.2.a. The State's expectation is that accomplishing the Scope of Services will achieve the State's Enterprise Portal Vision. The State's Vision is to have a nationally-ranked "top-five" State Enterprise Portal as evaluated yearly by the Center for Digital Government that further enhances integrated e-Government, increases the level and quality of support and customer service for our Citizens, Businesses, and State Agencies, and which is compliant with the State's Enterprise Architecture. In 2005 the State of Tennessee Portal was ranked 2nd nationally by the Center for Digital Government. The State's Portal is no longer recognized as a "top-five" portal nationally. Achieving the State's Enterprise Portal Vision is not a requirement that must be achieved by the Contractor. However, showing improvement will be one of the factors the State will evaluate when considering whether to exercise the option period delineated in Contract Section B.2 (Term Extension).

A.2.b. The Internet has become a large part of everyday life for citizens, businesses and government. The Internet has evolved from a novelty to an essential tool for gathering information, communicating and conducting transactions. The Enterprise Portal will provide: 1) a fast, convenient and secure avenue for citizens and businesses to conduct business with the State of Tennessee; 2) additional service options for citizens to interact and transact with government entities; and 3) user-friendly online services that are cost-effective for both the end user and the State.

A.2.c. Citizens will have the convenience of online services twenty-four (24) hours a day with immediate access to data and transactional capabilities. No transportation issues, no lines, no paper. The Enterprise Portal must be user-friendly to a full range of customers to include "senior citizens", "baby-boomers", "generation x", and "next generation" users, and as such, must provide well-designed services to guide all user types to the information they need and lead them through complex processes. Users will be able to conduct business with the State without having to know the specific agency that oversees their area of need. The Enterprise Portal will lower costs for businesses and save them time by enabling them to complete transactions online. Time and cost spent driving to offices and waiting in line is eliminated with a click of a mouse. Businesses will get instant access to information they need when they need it. Businesses will complete transactions in minutes rather than days.

A.2.d. State Agencies will increase efficiency through completing online transactions faster and cheaper than face-to-face transactions. Online transactions typically require no time or effort from agency staff and data entry is handled by the end user, which saves time and reduces error. Customer service and support will be improved and managed through service level agreements. New

technologies will be leveraged to provide additional online capabilities. Online services will streamline access to information and reduce burdensome paperwork.

A.2.e. This Contract shall provide a model/framework which may be used by non-state government entities, e.g. federal and local government, K-12, and higher education institutions (collectively, "Non-State Participants") to enter into their own agreements with the Contractor for portal services. Such participation shall be subject to the following provisions:

i. The Contractor shall agree to extend to Non-State Participants the same pricing and the same, or substantively similar, contractual terms as are available to the State under this Contract.

ii. Non-State Participants must enter into their own agreements with the Contractor. The State is not a party to these agreements and will have no liability--legal, financial, or otherwise--in the event of any dispute that arises between a Non-State Participant and the Contractor.

iii. Non-State Participants must provide, or otherwise make arrangements for the provision of, the hosting environments on which to run their portal applications. The State will not host Non-State Participant applications within the State's data center. The Contractor may host Non-State Participant applications under the Contractor's own agreements with the Non-State Participants.

iv. The State shall not, in any way, be a party to the financial transactions related to Non-State Participant usage of the State's Enterprise Portal. All such transactions shall be between the Non-State Participants, customers / clients of the Non-State Participants, and the Contractor. Invoices related to such transactions shall be sent by the Contractor directly to the Non-State Participants, and the financial reconciliation processes related thereto shall be executed by the Contractor and the Non-State Participants. Non-State Participants must make their own arrangements with regard to Payment Card Industry Data Security Standard (PCI DSS) compliance and merchant servicer agreements.

A.3. **High-Level Description**

A.3.a. Portal Location. The Tennessee Enterprise Portal will be hosted on State-standard hardware and software (State Technical Environment) within the State Data Center with applications developed in JAVA, .NET, or other State-standard development product. In addition, a waiver / exception to State-standard products has been granted to use PHP, MySQL, and Drupal in the Enterprise Portal. See Contract Attachment C for information regarding the Portal Architecture.

A.3.b. State Technical Environment. The Enterprise Portal will be per the Tennessee Information Resources Architecture ("Technical Architecture"), which is contained in Contract Attachment E. The Technical Architecture establishes technical requirements which govern the planning, acquisition, use, and management of information technology resources. It organizes, classifies, and categorizes components in an orderly framework of domains, disciplines, and technology areas by product, model and version as appropriate.

A.3.c. Portal Environments. The Application Development Environment may be hosted by the Contractor at their facility. The Portal Test and Production environments will be within the State Data Center. The Test Environment will mirror the Production Environment. Testing will not be permitted within the Production Environment. The State provides the Disaster Recovery Environment at its alternate Data Center location.

A.3.d. Portal Services. The Contractor will provide portal program management, applications operation and maintenance, and customer service to operate and maintain the Enterprise Portal and applications per service level agreements, to include providing a credit / debit card / eCheck transaction service that is PCI DSS compliant. Portal Program Management will include marketing the Enterprise Portal to increase usage by businesses, citizens, and State agencies. The Contractor will also provide the project management for integrating new technologies, web services and developing new or revising existing applications to provide additional capabilities in

order to enhance the online consumer experience. The types of services included in the Enterprise Portal contract scope of services are described below.

A.4. **Types of Services**

A.4.a. General. There are three (3) Baseline and three (3) Variable Services that comprise the major objectives of the State of Tennessee Enterprise Portal Contract, in addition to the Transition-In Services initially provided by the Contractor. These Transition-In, Baseline, and Variable services if successfully accomplished will achieve the State's Portal Vision expressed in Contract Section A.2 (State Enterprise Portal Vision) above. The Transition-In, Baseline, and Variable services are described below.

A.4.b. Transition-In Services. Transition-In Services are the plans and activities required to transition from the old to the new Enterprise Portal contract. Transition-In Services include establishing the Contractor's Portal Program Management Office, implementing portal program management plans, conducting familiarization and transition of responsibility for Portal Applications Operation and Maintenance, editing of application source code as necessary, and conducting familiarization and transition of responsibility for the Portal Customer Service. For additional details see Contract Section A.5 (Conduct Transition-In Services).

A.4.c. Baseline Services

(1) Description of Baseline Services. Baseline Services are the minimum services required to execute the Enterprise Portal contract on a daily basis. These services include portal program management, applications operation and maintenance, and customer / help desk support.

(2) Baseline Services Objective 1 – Conduct Portal Program Management. Portal Program Management includes those resources and services required to effectively and efficiently manage the day-to-day operations of the Enterprise Portal contract through contract closure per the established Service Level Agreements. For additional details see Contract Section A.6 (Conduct Portal Program Management).

(3) Baseline Services Objective 2 – Conduct Applications Operation and Maintenance. Applications Operation and Maintenance are those services required to keep the Enterprise Portal and applications running at peak performance at all times per the established Service Level Agreements (SLAs). This includes enhancements to applications that the Contractor may potentially perform at no additional cost to the State. See Contract Section A.7.n for information regarding the scoping of enhancement projects. Applications Operation and Maintenance includes supporting the Portal applications listed in Contract Attachment B, Table B.1.

In addition to supporting the Portal applications referenced above, the Contractor will also support the TN.gov core portal web pages, which are listed in Contract Attachment G. However, the Contractor is only responsible for supporting the pages listed in Attachment G; the Contractor is not responsible for supporting pages that are "linked to" from these supported pages.

Applications Operations and Maintenance may be conducted offsite and offshore at the Contractor's discretion, provided Service Level Agreements are maintained. For additional details see Contract Section A.7 (Conduct Applications Operation and Maintenance).

(4) Baseline Services Objective 3 – Conduct Customer Service. Customer Service includes Help Desk support that provides assistance to users of the State Enterprise Portal and technical support for application software and web pages supported by the Contractor. For additional details see Contract Section A.8 (Conduct Customer Service).

A.4.d. Variable Services

(1) Description of Variable Services. Variable Services are discretionary projects that may be provided by the Contractor to the State upon mutual agreement which requires Consulting Services *in addition to* those required for Baseline Services. Variable Services are provided on an as-needed, as agreed to basis, and documented in one or more Change Requests / Statements of Work (SOW) with a supporting project plan. Variable Services projects may include the development of new applications or enhancement of existing applications, web site design / development, integration of new portal technology / functionality, installation of hardware and software supporting the Enterprise Portal and Contractor provided applications, and the project management necessary to deliver these variable services. Contractor resources to execute Variable Services projects are identified at the time of the Change Request / SOW / supporting project plan and are not included as part of the Baseline Services Staffing Management Plan.

For additional information regarding compensation for, and the scoping of, enhancement requests, see Contract Section A.7.n.

(2) Variable Services Objective 1 – Provide Project Management. Project Management is the application of knowledge, skills, tools, and techniques to project activities to meet the project requirements. For additional details see Contract Section A.9 (Provide Project Management).

(3) Variable Services Objective 2 – Develop Applications. The State is continually seeking additional cost-effective, convenient, and secure avenues for citizens and businesses to interact and conduct business with the State of Tennessee. As such, throughout the period of this contract, agencies may request new applications or enhancements to existing applications, to include mobile applications, to be developed to provide additional information and/or a new capability for our citizens and businesses to transact business with the State. For additional details see Contract Section A.10 (Develop Applications).

(4) Variable Services Objective 3 – Upgrade Portal Functionality / Technology. The usage of the State's Enterprise Portal will grow during the period of this contract. In addition, new portal technology and capabilities are created by industry each year that enhances our ability to communicate with and provide new services to citizens and businesses. The Upgrade Portal Functionality / Technology Variable Services Objective allows for the State Enterprise Portal system (hardware and software) to be appropriately scaled to meet performance requirements, and those enhancements necessary to stay current with technologies and capabilities of the portal industry. Any upgrades to portal technology must be consistent with the State's technology standards, as expressed in the Tennessee Information Resources Architecture ("Technical Architecture"). For additional details see Contract Section A.11 (Upgrade Portal Functionality / Technology).

A.5. **Conduct Transition-In Services**

A.5.a. General. Transition Services are the plan and activities required to migrate from the previous to the present Enterprise Portal contract. The State is not looking to interject any new portal products during the Transition-In phase of the Contract leading to assumption of responsibility for Baseline Services. Any new products and/or technologies will be funded separately and implemented as part of a Variable Services project (see Contract Section A.11 (Upgrade Portal Functionality / Technology).

A.5.b. Transition-In Services Objective. The Contractor will work with the State and existing portal contractor to assume full responsibility for day to day operation, per the Transition-In Services requirements as stated in this Contract Section, of the State Enterprise Portal, within three (3) to five (5) months of contract start, or if necessary, a longer period as mutually agreed between the Contractor and the State.

A.5.c. Transition-In Timeline Goal

(1) Goal. The State's goal is that the Contractor will have successfully completed all Transition-In Services within three (3) to five (5) months after the contract start date, or if necessary, a longer period as mutually agreed between the Contractor and the State.

(2) Approval of Transition-In Requirements. The Contractor must receive written approval from the State of all Transition-In requirements detailed below in Contract Sections A.5.d, A.5.e, A.5.f, A.5.g, and A.5.h prior to assuming control of any of the baseline services outlined in Contract Sections A.6, A.7, and A.8. Assuming control of baseline services without having the Portal Program Management Plan and associated subsidiary plans in place to guide and direct the execution of these services is unacceptable. The written approval document shall be a memorandum from the Contractor to the State Portal Manager listing the Transition-In requirements with a place for the State Portal Manager to approve each requirement. This approval memorandum will be forwarded to the Portal Contract Administrator after signature for inclusion in the Enterprise Portal Contract file.

A.5.d. Establish the Portal Program Management Office

(1) General. The Contractor will provide the Portal Program Management necessary to effectively and efficiently manage the day-to-day operations of the Enterprise Portal contract per the Portal Program Management and subsidiary plans developed during the Transition-In phase of the Contract.

(2) Contractor Portal Program Management Office. The Contractor will establish and locate the Portal Program Management Office per the guidance provided at Contract Section A.6.d.(4) (g) – Location / Work Space of Baseline Services Staff.

(3) Staffing to Execute Baseline Services. The Contractor will execute the Baseline Services Staffing Management Plan (see Contract Section A. 6.d (4) (f) – Baseline Services Staffing Management Plan) that includes the necessary key personnel (see Contract Section A.6.d.(4)(c) ii – Designation of Key Personnel) and other staff deemed necessary to meet the Transition-In and Baseline Services requirements and Service Level Agreements as stated in this Contract.

(4) Prepare the Portal Transition-In Level-3 Schedule

(a) Level 3 Transition-In Schedule

i. Content. The Contractor will provide a Level 3 Transition-In Schedule (see Contract Section A.9.d – Develop and Execute Project Schedules) in Microsoft Project to the State Project Manager upon contract start that will include all major milestones and activities associated with the establishment of the Portal Program Management Office, development and implementation of required Portal Program Management plans, familiarization and transitioning of the responsibility for application operation and maintenance from the previous portal vendor, familiarization and transitioning of the responsibility for customer service from the previous portal vendor, and other Transition-In services tasks.

ii. Critical Path. This Level 3 Schedule defines the overall critical path and is the primary coordination tool for accomplishing the Portal Transition-In phase of the contract. The "critical path" is the sequence of scheduled activities that must be completed on schedule for the entire Transition-In Schedule to be completed per the approved and baselined schedule. Each task on the critical path is called a critical task. If a critical task is delayed, then the entire schedule will be delayed by the same amount of time (unless another activity on the critical path can be accelerated). For a description of the various schedule levels required throughout the contract, see Contract Section A.9.d (Develop and Execute Project Schedules).

(b) Realistic Transition-In Schedule. Regardless of the State's transition timeline *goals* outlined above, the Contractor is responsible for providing a *realistic* schedule. The State

has *no desire* to force an unachievable timeline on the Contractor and places a high value on the Contractor's expertise and experience in this area to arrive at an appropriate, honest, and realistic assessment of the time it will take to achieve this transition. However, the Transition-In Schedule must be a minimum of three (3) months, but may be of longer duration based upon the Contractor's realistic assessment of the time necessary to accomplish the Transition-In requirements.

(5) Execute the Portal Transition-In Level-3 Schedule. The Contractor will execute the Transition-In tasks per the State-approved Level-3 Schedule.

A.5.e. Implement Portal Program Management Plan (PMP)

(1) Plan Development. The development of the PMP and subsidiary plans is a Transition-In requirement. The execution and ongoing maintenance of the content of these plans for the duration of the contract is a Baseline Services requirement. Most of the Program Management Plan and subsidiary plans were not required under the previous contract. The PMP and subsidiary plans generally follow the guidance provided by the Project Management Institute's Project Management Body of Knowledge (PMBOK).

(2) Develop and Implement the Program Management Plan

(a) General. The Contractor will develop and implement the Program Management Plan per A.6.d (Execute and Maintain the Program Management Plan) within three (3) to five (5) months after the contract start date, or if necessary, a longer period as mutually agreed between the Contractor and the State.

(b) Develop the Staffing Management Plan. The Contractor will develop the Staffing Management Plan, a subsidiary plan to the PMP, per the guidance at Contract Section A.6.d (4) – Develop and Execute the Staffing Management Plan.

(c) Develop the Communication Management Plan. The Contractor will develop the Communication Management Plan, a subsidiary plan to the PMP, per the guidance at Contract Section A.6.d (5) – Develop and Execute the Communication Management Plan.

(d) Develop the Risk Management Plan. The Contractor will develop the Risk Management Plan, a subsidiary plan to the PMP, per the guidance at Contract Section A.6.d (6) – Develop and Execute the Risk Management Plan.

(e) Develop the Issue and Action Item Management Plan. The Contractor will develop the Issue and Action Item Management Plan, a subsidiary plan to the PMP, per the guidance at Contract Section A.6.d (7) – Develop and Execute the Issue and Action Item Management Plan.

(f) Develop the Configuration Management Plan. The Contractor will develop the Configuration Management Plan, a subsidiary plan to the PMP, per the guidance at Contract Section A.6.d (8) – Develop and Execute the Configuration Management Plan.

(g) Develop the Issue Resolution / Defect Management Approach. The Contractor will document the approach for the recording, resolution, management, and electronic storage of reported issues / defects as part of the PMP, per the guidance at Contract Section A.6.d (9) – Perform Issue Resolution / Defect Management.

(h) Develop the Quality Management Plan. The Contractor will develop the Quality Management Plan, a subsidiary plan to the PMP, per the guidance at Contract Section A.6.d (10) – Develop and Execute the Quality Management Plan.

(i) Develop the Test Management Plan. The Contractor will develop the Test Management Plan, a subsidiary plan to the PMP, per the guidance at Contract Section A.6.d (11) – Develop and Execute the Test Management Plan.

(j) Develop the Change Control Plan. The Contractor will develop the Change Control Plan, a subsidiary plan to the PMP, per the guidance at Contract Section A.6.d (12) – Develop and Execute the Change Control Plan.

(k) Develop the Enterprise Portal Marketing Plan. The Contractor will develop the Enterprise Portal Marketing Plan per the guidance at Contract Section A.6.f – Develop and Execute the Enterprise Portal Marketing Plan.

(3) Submit Deliverables for Review and Approval

(a) General. During Transition-In and throughout the entire contract period, review and approval of deliverables will be per the below guidance.

(b) Deliverables Approved in Writing. The State Portal Manager will approve and acknowledge completion of all deliverables in writing. Email is not sufficient. A memorandum from the Contractor to the State Portal Manager is required. This deliverable approval memorandum will, after State Portal Manager approval, be forwarded to the Portal Contract Administrator after signature for inclusion in the Enterprise Portal Contract file.

(c) Deliverable Walk-Through. The Contractor will submit all deliverables to the State Portal Manager / State staff for submission to the appropriate reviewers. As requested, the Contractor will conduct a walk-through of the deliverable with the State Portal Manager / State staff to enhance the State's understanding and to facilitate the review and approval process.

(d) State Review Timeline. For State reviews, the Contractor will allow ten (10) business days, following the date the Contractor submits the deliverable to the State Portal Manager, for review of each deliverable that the Contractor has developed. The State understands the need for deliverables to be reviewed expeditiously and will make reasonable efforts to review and provide comments to deliverables within ten (10) business days, provided no more than one deliverable is submitted by the Contractor for the State to review at the same time / during the same period. The Contractor will make reasonable efforts to not provide multiple deliverables to the State for review during the same period, which would necessitate additional review time by the State. If the State can not meet the normal ten (10) business day review cycle, the State Portal Manager will provide the Contractor a written memorandum with a new review timeline and an acknowledgement that the deliverable is exempt from any applicable Service Level Agreement. This deliverable exemption memorandum will be forwarded to the Portal Contract Administrator after signature for inclusion in the Enterprise Portal Contract file.

(e) Deliverable Quality. The State will review all deliverables to determine their fitness for use. The State expects the Contractor to provide quality products for review. Deliverables will be free of formatting, spelling and grammatical errors when submitted to the State. The State will determine whether a deliverable meets the basic deliverable quality requirement. The correction of discrepancies will be coordinated with the State Portal Manager / State staff. A well-prepared document and/or product deliverable is a direct reflection of the professionalism and Enterprise Portal Program Management expertise provided by the Contractor.

(f) Deliverable Deficiencies. If the State finds deficiencies in deliverables, the State Portal Manager / State staff will formally communicate them in writing to the Contractor. The Contractor will correct all such deficiencies and resubmit corrected deliverables for review (which begins a new review cycle). However, the State will only review corrections to the deficiencies identified for its second review if required. The Service Level Agreement applicable to deliverable quality is delineated at Contract Attachment D, Item D.2.a.

A.5.f. Conduct Familiarization and Transition Applications Operation and Maintenance

(1) Familiarization with the Portal Applications. During the Transition-In phase of the contract, the Contractor's Applications Operation and Maintenance support staff will familiarize themselves with the Portal and associated applications. The State Portal Manager will provide access to all source code and available application documentation. See Contract Attachment B for a list of current Portal Applications.

(2) Edit and Test Source Code. It may be necessary to edit application source code to redirect some transaction-based applications to point to the Contractor provided PCI DSS compliant credit / debit card / eCheck transaction service and to test the application for processing applications. The previous PCI DSS compliant credit / debit card / eCheck transaction service is a proprietary system of the previous portal vendor. The State will provide the applicable source code and the testing environment for this purpose. For additional guidance regarding the compliance with the PCI DSS requirement see Contract Section A.5.h – Compliance with Payment Card Industry Data Security Standard.

(3) Assume Responsibility for Applications Operation and Maintenance Support. The Contractor will, after familiarizing their Applications Operation and Maintenance support staff with the State's Enterprise Portal and associated portal applications, and after State written approval of all Transition-In requirements, assume responsibility for conducting applications operation and maintenance per the requirements delineated at Contract Section A.7 (Conduct Applications Operation and Maintenance).

(4) Some Portal applications require users to enter a User ID and Password in order to access the application. The specialized application that manages the User IDs/Passwords for such applications is called the Tennessee User Management System (TUMS). In addition to providing User ID/Password management, the TUMS system also allows a user to store his/her credit card or other payment information, which can be accessed on a recurring basis to facilitate the payment of portal usage fees without having to type the same payment information in every time.

Multiple Portal applications will make use of TUMS, and these applications are listed in Contract Attachment B, Table B.1, with a special code to denote TUMS usage. While the State attempted to identify in Table B.1 all applications that use TUMS, it is possible that the State may have failed to include every TUMS-related application. In the event that additional TUMS-related applications are discovered after the Contract start date, the Contractor shall not charge the State additional fees for maintaining and supporting the unidentified applications.

In the preceding Portal contract, User ID/Password information was stored in one database, while credit card/other payment information was stored in another database. Under this Contract, to the greatest extent permitted by legal restrictions and security protocols, the Contractor shall port this information to two separate databases, located as follows:

i. User ID/Password information – the Contractor will port this information to a new database that resides on the State's systems environment

ii. Credit Card/Other Payment Information – the Contract will port this information to a new database that resides on the Contractor's systems environment. Credit card or other payment information will not be stored in the State's systems environment.

The previous portal vendor will provide to the Contractor all data that is not restricted by law or security protocols. The Contractor will be required to collect/generate any data that cannot be ported due to the aforementioned restrictions.

Under this Contract the TUMS application itself will be housed within the State's systems environment. The Contractor will provide maintenance and application support for TUMS as a part of its overall Operations and Maintenance responsibilities. There will be no separate compensation, transaction fee or otherwise, for TUMS maintenance.

A.5.g. Conduct Familiarization and Transition Portal Customer Service

(1) Familiarization with Customer Service Process and Procedures. During the Transition-In phase of the Contract, the Contractor's Customer Service staff will familiarize themselves with the State Enterprise Portal, associated applications, and customer service process and procedures required to support the Enterprise Portal Contract.

(2) Implement a Web-based Customer Satisfaction Survey. During the Transition-In phase of the Contract, the Contractor, working with the State Portal Manager, will implement a web-based Customer Satisfaction Survey. The data from the Customer Satisfaction Survey will support the Customer Satisfaction SLA at Contract Attachment D, Item D.5.a and will be used as the basis for awarding the Customer Satisfaction incentive defined in Contract Attachment D, Item D.1.j.(5).

The Contractor shall provide, at no cost to the State, the software used to develop and implement the Customer Satisfaction Survey. The survey tool selected must be capable of meeting all requirements and providing all data necessary to support the Customer Satisfaction Survey SLA in Contract Attachment D.

(3) Assume Responsibility for Customer Service. The Contractor will after familiarizing their Customer Service staff with the State Enterprise Portal, associated applications, and customer service process and procedures, and after the State's written approval of all Transition-In requirements, assume responsibility for conducting Enterprise Portal Customer Service per the requirements delineated at Contract Section A.8 – Conduct Customer Service.

A.5.h. Compliance with Payment Card Industry Data Security Standard

(1) External Payment Engine. While the State Enterprise Portal will be State-hosted in the State Data Center shared environment, the Portal Contractor will provide an external online payment engine / service that processes credit / debit card / eCheck transactions and which is PCI DSS compliant. The State will not store any PCI data. Storing of any credit / debit card / eCheck information is a Portal Contractor responsibility and will be done within the Contractor / third party's external PCI DSS compliant environment.

(2) PCI DSS Compliance Assessment. During the Transition-In Services period, the Portal Contractor's external payment engine / environment must be assessed for and receive PCI DSS compliance approval by a Qualified Security Assessor (QSA) that is recognized by the PCI Security Standards Council, and reassessed at intervals required by PCI DSS for the duration of the contract. This PCI DSS assessment and periodic reassessment is a Portal Contractor responsibility. At each assessment and reassessment point, within thirty (30) days of the assessment, the Contractor shall provide to the State two (2) copies of the resulting PCI DSS compliance assessment report.

A.5.i. Transition-In Services Compensation. The State will compensate the Contractor for the services described in Contract Section A.5 per Contract Section C.3.b.i (Payment Methodology – Transition-In Services).

A.5.j. Applicable Transition-In Services Service Level Agreements (SLAs). The SLAs for Deliverable Quality and Timeliness (Contract Attachment D, Item D.2), Portal Program Management (Contract Attachment D, Item D.3) and Project Management (Contract Attachment D, Item D.6) are applicable to Transition-In Services.

A.6. **Conduct Portal Program Management**

A.6.a. General. Portal Program Management is a Baseline Service. Portal Program Management includes those resources and services required to effectively and efficiently manage the day-to-day operations of the Enterprise Portal contract through contract closure.

A.6.b. Portal Program Management Objective. Working through the State's Enterprise Portal Governance Structure (see A.6.c - State Enterprise Portal Governance Structure), the Contractor will provide the Portal Program Management necessary to effectively and efficiently manage the day-to-day operations of the Enterprise Portal contract in order to achieve the Baseline and Variable Services Objectives listed in Contract Section A.4 (Types of Services) and elsewhere in this contract.

A.6.c. State Enterprise Portal Governance Structure. The State's portal governance structure is as follows:

(1) State Portal Manager

(a) The State Portal Manager is the day-to-day manager of the Enterprise Portal and its associated activities.

(b) The State Portal Manager will be included in all State reviews and approvals of all required deliverables under this Enterprise Portal Contract.

(c) The State Portal Manager is the Contractor Program Manager's primary interface with the State of Tennessee. All portal contract activities will be coordinated through the State Portal Manager.

(d) The State Portal Manager is the liaison between the Contractor and the State agencies.

(e) The State Portal Manager coordinates contract reviews with the assigned Contract Administrator as necessary.

(2) The Information Technology Assessment and Budget Review Committee

(a) The Information Technology Assessment and Budget Review Committee (IT-ABC) is responsible for reviewing all State government project proposals for alignment with business and technology strategies, compliance with the State's Enterprise Architecture and to ensure sufficient funds are allocated to proposed Variable Services projects.

(b) Portal Variable Services projects requiring review and approval by the IT-ABC will be coordinated by the Agencies and the Contractor Program Manager through the State Portal Manager.

(3) The Portal Advisory Committee

(a) The Portal Advisory Committee (PAC) provides strategic direction for the State's use of the Enterprise Portal.

(b) The PAC is responsible for overall governance of the operation of the Enterprise Portal.

(c) As necessary, the PAC will make decisions concerning funding proposals, priorities of Variable Services projects, and other issues that are not a part of the day-to-day operation of the Enterprise Portal. The requirements and compensation methods for newly requested Portal applications will be specified in a Statement of Work (SOW), which shall be mutually agreed to by the State and Contractor. While the State will take reasonable care to select a compensation method that is favorable to both parties, the State shall have no liability for financial losses incurred by the Contractor as a result of the agreed-to compensation method.

(d) Variable Services portal projects that have been reviewed and approved by the IT-ABC (if applicable), will be presented to the PAC by the State's Office for Information Resources' (OIR) planning section for final approval.

(4) State Agencies. Agencies are responsible for:

(a) Coordinating Variable Services portal projects and other portal issues requiring resolution through the State Portal Manager.

(b) Obtaining approval of their proposed Variable Services portal projects through the IT-ABC, if applicable.

(c) Identifying the business and technical requirements for their proposed portal projects.

(d) Defining the interfaces between any proposed portal applications and legacy production systems.

(e) Preparing and conducting user acceptance tests that satisfy the requirements delineated in the Statement of Work (see A.6.h.(2) – Change Request Process).

(f) If necessary, updating State back office production systems and processes to work with the online application.

(g) Assisting the Contractor in the planning and testing of all communication connections to state sites. Examples are firewall rules, database connections, VPN connections, etc.

(h) Providing support relative to application requirements and business rules and definitions for integration with line of business applications.

(i) Reviewing and approving all project deliverables for each of their portal projects.

A.6.d. Execute and Maintain the Program Management Plan

(1) Program Management Plan Timeline. Within the Transition-In period of the Contract, the Contractor will develop and obtain approval by the State Portal Manager of the Program Management Plan (PMP) and associated subsidiary plans written in Microsoft Word that establishes the approach that will be used to effectively and efficiently manage the day-to-day operations of the Enterprise Portal Contract through contract closure. Commencing with the Baseline Services period of the Contract, the Contractor will execute and maintain current the PMP and associated subsidiary plans.

(2) Maintain the Program Management Plan. The PMP is a dynamic document and will be maintained current as changes occur. Updates / new versions of the PMP and associated subsidiary plans will be submitted to the State Portal Manager no later than five (5) business days after changes to the PMP or subsidiary plans have occurred for review and approval.

(3) Program Management Plan Contents. At a minimum, the PMP will describe the overall program structure, deliverables, related management plans and procedures, and the methods used to monitor, control, and improve the State Enterprise Portal over the life of the portal contract. The Portal Program Management Approach describes the overall scope of the Enterprise Portal Contract and demonstrates the understanding of the State's need, business solution, objectives, milestones, any critical success factors, and assumptions and constraints. In addition, the PMP will include subsidiary plans as described below.

(4) Develop and Execute the Staffing Management Plan

(a) General. The Contractor will prepare a Staffing Management Plan as a subsidiary plan to the PMP. This Staffing Management Plan identifies the processes and procedures used to manage staff throughout the Enterprise Portal contract. The plan describes the portal program organization, shows the total number of personnel, by category / type, that will be required on a monthly basis, describes the roles and responsibilities assigned to each staff, discusses transition of staff to other assignments, and details the use of consulting services for Variable Services projects (see A.6.d (4) (i) – Variable Services Consulting Staff).

(b) Baseline Services Program Organization. The Contractor will provide the staff appropriately sized to assure that it can meet the Baseline Services objectives and service level agreements defined in this contract in an efficient, effective, and timely manner. This will require Baseline Services staff with the necessary expertise and in an adequate number to perform or administer the portal program activities.

(c) Baseline Services Program Team Personnel

i. Contractor Responsibility. The Contractor will have full responsibility for providing staff sufficient to complete the portal program activities in the required timeframe.

ii. Designation of Key Personnel. The Contractor will identify Key Personnel and other staff in an Enterprise Portal Program Team Organization Chart. At a minimum, the Contractor will designate the Program Manager, Deputy Program Manager (as necessary), Applications Operation and Maintenance Manager, and the Customer Service Manager as Key Personnel.

iii. Substitution of Key Personnel. Substitution of Key Personnel assigned to the Enterprise Portal Contract will require the Contractor to obtain written pre-approval by the State Portal Manager. This pre-approval ensures that Key Personnel who were submitted in a Contractor's proposal and were evaluated as part of the Qualifications and Experience part of the Technical Proposal are not substituted for lesser qualified and experienced staff as has occurred on State contracts in the past. The Contractor will provide the State Portal Manager with the resumes and qualifications of the proposed Key Personnel replacement for review. The State reserves the right to interview the individual before granting approval. The State will approve or disapprove an individual's assignment no later than one (1) business day after the receipt of all requested information and/or completion of a requested interview, depending on which event occurs last.

iv. Replacement Timelines. In the event any one of the Key Personnel is reassigned, becomes incapacitated, or ceases to be employed by the Contractor and therefore becomes unable to perform the functions or responsibilities assigned to him or her, the Contractor shall:

- Temporary Replacement. Within ten (10) business days, temporarily replace such key person with another person properly qualified to perform the functions of such replaced person, and

- Permanent Replacement. Within sixty (60) business days, permanently replace such replaced person with another key person approved by the State and properly qualified to perform the functions of such replaced person.

  In the event that a temporary or permanent replacement of a Contract Key Person cannot be replaced within the above timeframes, the Contractor shall notify the State Portal Manager in writing requesting the additional specified time needed.

v. Removal of Contractor Personnel. The State reserves the right, at its sole discretion, to require the Contractor to replace Contractor and/or subcontractor employees whom the State judges to be incompetent, careless, unsuitable or otherwise objectionable, or whose continued use is deemed contrary to the best interests of the State. Before a written request is issued, authorized representatives of the State and the Contractor will discuss the circumstances. Upon receipt of a written request from the State Portal Manager, the Contractor shall be required to proceed with the replacement. The replacement request will include the desired replacement date and the reason for the request. The Contractor shall use its best efforts to effect the replacement in a manner that does not degrade service quality. This provision will not be deemed to give the State the right to require the Contractor to terminate any Contractor employee's employment. Rather, this provision is intended to give the State only the

right to require that the Contractor discontinue using an employee in the performance of services for the State.

(d) Program Team Organization Chart. The Contractor will document the Contractor's Enterprise Portal Program Team in an organization chart that identifies key personnel and subordinate staff and their reporting relationships.

(e) Program Team Roles and Responsibilities. The Contractor will summarize the roles and responsibilities of staff identified in the Program Team Organization Chart.

(f) Baseline Services Staffing Management Plan. The Contractor will develop a staffing management plan modeled on the below chart that shows the total number of personnel, by category / type, that will be required on a monthly basis to provide the Baseline Services outlined in this contract. Fractions of whole numbers will be used to indicate personnel working part time, for example, 4.5 to indicate 4 full-time resources and 1 half-time resource. The Contractor will ensure that all key personnel and other staff are available to meet the Baseline Services requirements and associated Service Level Agreements as stated in this Contract. The Contractor will maintain at least 90% staffing based on the agreed upon staffing management plan, unless the State and Contractor agree that the staffing management plan should be adjusted.

The Contract shall ensure that, at all times, the Contractor's ability to fully staff and support State projects shall not be impaired by Non-State Participant usage of the Contractor's staff resources. See Contract Section A.2.e for a description of Non-State Participant Portal usage.

Personnel Category	Month	Month	Month	Month	Month	Month	Month

(g) Location / Work Space of Baseline Services Staff

i. Work Location. The State believes that face-to-face interaction provides enhanced opportunities for positive relationships with State agency contacts and therefore requires the largest possible footprint of Baseline Services, as well as Variable Services staff to be located within downtown Nashville or in close proximity to downtown Nashville.

For the duration of the Contract, unless otherwise directed by the State, the following categories of personnel must be located full-time within the Metropolitan Nashville area office:

- Program Manager – This is a Contractor staff person who oversees all Contractor work on the State's Enterprise Portal.
- Deputy Program Manager – This is a Contractor staff person who performs the same/similar tasks as the Program Manager. Depending upon the volume of portal development and support activities, the State and/or the Contractor may determine that it is necessary to appoint one or more Deputy Project Managers and distribute the program management tasks among the Program Manager and Deputy Program Manager(s).
- Lead Application Operation and Maintenance Technician – This is a Contractor staff person with the expertise to provide support and problem resolution for all levels of Enterprise portal application hardware and software problems. Depending upon the volume of support work, the State and/or the Contractor may determine that it is necessary to appoint more than one such Technician, to be located in the Metropolitan Nashville area office.
- Project Manager – This is a Contractor staff person assigned to one or more specific portal development projects, as further defined in Contract Section A.6.d.(4)(i)vi. This person shall be located within the Metropolitan Nashville area for the duration of any project(s) that they are managing.

For purposes of this Contract, Contractor personnel located in the Metropolitan Nashville area will be referred to as "Local Support Staff."

ii. Contractor Work Space. The Contractor shall provide all facilities for Contractor staff, including office space, equipment, connectivity, and supplies, unless the Contractor specifically requests, and the State approves, space within State office complexes. The State will provide Network connections (including Virtual Private Network (VPN) accounts as necessary for any Contractor staff requiring remote access).

(h) Health Insurance Portability and Accountability Act (HIPAA), Confidentiality Agreements, and Acceptable Use Policy. The Contractor, State-approved subcontractors, and their employees may be required to sign HIPAA Business Associate Agreements, State agency confidentiality agreements, and / or State Acceptable Use Policy agreements, in addition to complying with the confidentiality requirements stated herein.

(i) Variable Services Consulting Staff

i. Oversight. While Variable Services and associated resources are required on an as needed basis, the responsibility for oversight of any Variable Services and associated resources rests with the Contractor's Portal Program Management staff.

ii. Consulting Services. The State may request, via the Change Request process delineated at Contract Section A.6.h.(2), Portal Consulting Services to perform Variable Services project-based work directly related to enhancement of the Enterprise Portal; maintaining compliance of the Enterprise Portal / Web Applications with federal and state standards, regulations and policies; development of new Web-based / JAVA or .NET Applications; development of new websites; enhancement of existing applications; and development / enhancement of other browser-based functionality (State Intranet).

iii. Use of Portal Consulting Services. There is no guarantee that the State will use any of the Contractor's Consulting Services. The State retains full control as to the timing and usage of Consulting Services. The State reserves the right to use other available means of providing the types of consulting services described above if the State determines that it will be more cost-efficient and/or in the best interests of the State.

iv. Remuneration for Portal Consulting Services. Remuneration for any such Portal Consulting Services shall be based on the applicable "contingent," payment rate(s) detailed in Contract Section C.3.b.v.(1) – Consulting Services Hourly Rates of this Contract.

v. Work Location of Portal Consulting Services. With the exception of Project Managers (as specified in A.6.d.(4)(g)i above), the work location of Consulting Services for Variable Services projects may be provided either off-site or in the Metropolitan Nashville area. Regardless of the location of the work, the Contractor shall supply all office space, equipment, connectivity, and supplies required by Contractor personnel.

If off-site, the Contractor must ensure Consulting services staff are accessible as necessary to coordinate and execute the applicable variable services project in an efficient and effective manner. The State will provide Network connections (including Virtual Private Network (VPN) accounts as necessary for any Contractor staff requiring remote access).

The State reserves the right to request that any required Consulting Services personnel be located in the Metropolitan Nashville area, if this is deemed by the State to be in the project's best interest.

vi. Portal Consulting Services Classification Skills. The Contractor's Portal Program Management will provide the necessary Portal Consulting Services staff to plan and execute Variable Services projects. Assigned staff may satisfy multiple roles. Consulting Services staff must meet the Classification Skill requirements as outlined below that correspond to the Contractor's hourly rates at Contract Section C.3.b.v.(1) In the Classifications listed below, the State has identified specific development languages, such as JAVA and .NET, which, as of the begin date of this Contract, are State standards. However, from time to time the State may add products to the list of accepted State standards, or accept waiver requests to allow applications to be developed using Non-State standard products. The same rates and equivalent experience levels shall apply to the pertinent classifications. Portal Consulting Skills may require the following:

- Project Manager. Four (4) or more years of project management experience, with experience as a Project Manager of projects employing technology similar to that upon which the project proposal is based. A certified Project Management Professional is preferred although not required.

- Component Architect. (Depending on the chosen development platform) Four (4) or more years of experience designing distributive applications and specifically defining and designing component architecture features including architecting and designing (Java 2 Enterprise Edition, .NET Framework 2.0 and later) compliant applications.

- Lead JAVA / .NET Developer. (Depending on the chosen development platform) Four (4) or more years (Java or .NET 2.0 Framework and later using the C# language) experience developing components and (JSP, ASP.NET) applets/applications. Must have at least one (1) year of experience leading a team of (Java or .NET) developers. Expertise in developing mobile applications is a preferred skill set.

- Certified JAVA / .NET Developer. (Depending on the chosen development platform) (Sun Java, Microsoft .NET) certified developer, with three (3) or more years experience, who is already familiar with the basic structure and syntax of the (Java, C# .NET) programming language, who has demonstrated advanced proficiency in developing complex, production-level applications using the (Java 2 Standard Edition, .NET Framework 2.0 and later) platform. Expertise in developing mobile applications is a preferred skill set.

- Non-Certified JAVA / .NET Developer. (Depending on the chosen development platform) Two (2) or more years experience programming, demonstrating proficiency in the fundamentals of programming using the (Java 2 Standard Edition, C# .NET Framework 2.0 and later) environment. Expertise in developing mobile applications is a preferred skill set.

- Web Designer / Developer. Two (2) or more years designing and implementing web pages. Creates and maintains Web sites and all corresponding links. Uses Web authoring tools, scripting languages and various content management / generation tools. Develops basic graphics for these Web pages using graphic creation requirements in the State Web environment, including hardware and software standards. A minimum of one (1) year experience and demonstrated proficiency using the specific web design tool to be used is required.

- Web Publisher. Develops basic Web pages using various HTML and XML content generation tools. Develops advanced graphics for these Web pages using multiple graphic creation software packages. The Web Publisher must have a minimum of one (1) year experience and demonstrated proficiency in Web page development.

- Advanced Web Publisher. Develops basic and advanced Web pages using various HTML and XML content generation tools. Develops basic and advanced graphics for these Web pages using graphic creation software. Creates audio and video files intended for the Web. The Advanced Web Publisher must have a minimum of four (4) years experience in advanced Web page development.

- Web Programmer. Builds client and server side Web applications using State standard software development tools and scripting languages. Has experience with JAVA and / or .NET languages. Creates single use database solutions for Web sites. Has a basic understanding of security technologies in use today, particularly as it relates to e-commerce. The Web Programmer must have a minimum of two (2) years experience in Web programming.

- Advanced Web Programmer. Builds client and server side Web applications using State standard software development tools and scripting languages. Has extensive experience with JAVA and / or .NET languages. Creates single or multi-level use database and connectivity solutions for Web sites. Has a thorough understanding of security technologies in use today and under development, particularly as it relates to e-commerce. The Web Programmer must have a minimum of four (4) years experience in Web programming.

- Business Analyst I. At least one (1) or more years of experience as a business analyst (BA) with relevant experience in analyzing and documenting the business functions of small to medium system applications intended for use on the web. Experience in at least two (2) of the six (6) BA Body of Knowledge (BABOK) areas (Business Analysis Planning & Monitoring; Enterprise Analysis; Elicitation; Requirements Analysis; Requirements Management & Communication; Solution Assessment & Validation). Must possess a High School diploma. The BA must have exceptional interviewing and presentation skills.

- Business Analyst II. Five (5) or more years experience as a BA with relevant experience in analyzing and documenting the business functions of small to medium system applications intended for use on the web. Must possess a BA / BS degree. Experience in at least four (4) of the six (6) BABOK areas (Business Analysis Planning & Monitoring; Enterprise Analysis; Elicitation; Requirements Analysis; Requirements Management & Communication; Solution Assessment & Validation). The BA must have exceptional interviewing and presentation skills. A certified Business Analyst Professional is preferred although not required.

- Business Analyst III. Eight (8) or more years experience as a business analyst (BA) with relevant experience in analyzing and documenting the business functions of small to large system applications intended for use on the web. Must possess a BA / BS degree. Experience in all six (6) BABOK areas (Business Analysis Planning & Monitoring; Enterprise Analysis; Elicitation; Requirements Analysis; Requirements Management & Communication; Solution Assessment & Validation). The BA must have exceptional interviewing and presentation skills. A certified Business Analyst Professional is preferred although not required.

(5) Develop and Execute the Communication Management Plan

(a) General. The Contractor will prepare a Communication Management Plan as a subsidiary plan to the PMP. The Communication Management Plan will define the information and communication needs of the stakeholders, including who needs access to program and/or project related information, the information needed, when needed, and how provided to them. The Contractor will update the Communication Management Plan throughout the contract to reflect current information.

(b) Communication Management Plan Content. Communications will include at a minimum the following:

i. Program Kick-Off Meeting. The Contractor will formally announce the initiation of the Enterprise Portal Program by conducting a Program Kick-Off Meeting with the State including the PAC. This meeting will focus specifically on the responsibilities of the Contractor and working relationships and interactions between the Contractor and State staff that have been defined and approved by the State. The State Portal Manager will review and approve the presentation materials and handouts developed by the Contractor prior to the Program Kick-off Meeting. The Contractor will document the results of the meeting as notes and action items and provide those to the State Portal Manager.

ii. Weekly Status Reports for State Portal Manager. The Contractor will prepare weekly Status Reports that reflect the activities for the reporting period, upcoming activities, and open issues. The State Portal Manager will use the Contractor's Status Report

as a mechanism to monitor program activity and to detect potential problems needing attention or other areas requiring action or resolution. Reports should be primarily in list form and will serve as agendas for meetings. Topics to be covered include:

- A listing of significant departures from the PMP with explanations of causes and strategies to achieve realignment;
- A listing of tasks that were completed since the last report;
- Tasks that were delayed and reasons for delay;
- The mitigation plan / actions to bring delayed tasks back in line with the baselined schedule;
- Tasks in progress;
- Planned activities for the next scheduled period;
- Staffing concerns or issues encountered, proposed resolutions and actual resolutions;
- In-progress change requests and their status;
- An updated report on program risks with recommendations for elimination or mitigation;
- A listing of any other topics that require attention from the State Portal Manager, Sponsors, or the PAC; and
- A written assessment and review of the Contractor's SLA performance.

iii. Weekly Status Meeting with the State Portal Manager. The State Portal Manager will conduct weekly status meetings, or as mutually agreed with the Contractor Program Manager to review the content of the Weekly Status Report.

iv. Monthly Status Report for the Portal Advisory Committee

- General. The Contractor will provide a monthly status report to the PAC. This report will aid the PAC in their oversight role of the State's Enterprise Portal by identifying what portal services are being accessed and how they are accessed, and how portal information needs to be organized and managed to more effectively meet the needs of the public.
- Agenda and PAC Meeting Minutes. The Contractor will coordinate with OIR in preparing a PAC Meeting Agenda. The action items will be documented and tracked to resolution per the Issue and Action Item Management Plan (see Contract Section A.6.d (7) – Develop and Execute the Issue and Action Item Management Plan).
- Report Contents. The monthly PAC Status Report will include at a minimum:
  - A summary of the progress of the Enterprise Portal Program
  - Identification of the program activities for the current month
  - Identification of upcoming key activities
  - Identification of portal program management items, such as risks and open issues, that may need PAC attention

- Status of compliance with Service Level Agreements
- Customer feedback and online customer service survey report
- Number of business / service transactions by application and in total for the State
- Number of visits to the Enterprise Portal
- Schedule that shows status of all ongoing projects

(6) Develop and Execute the Risk Management Plan

(a) General. The Contractor will prepare a Risk Management Plan as a subsidiary plan to the PMP. The Risk Management Plan will define the process to identify, analyze, prioritize, plan, and monitor risks throughout the Enterprise Portal Contract.

(b) Risk Management Plan Content. The Risk Management Plan includes the risk management methodology, roles and responsibilities, definitions of probability and impact, when to perform risk management, and the categories of risk, risk tolerances, and reporting and tracking formats. The Risk Management Plan will also address technology risks, including compliance and/or non-compliance issues.

(c) Risk Register. The Contractor will identify and maintain risks in a risk register and provide this risk register to the State Portal Manager for review on a monthly basis.

(7) Develop and Execute the Issue and Action Item Management Plan

(a) General. The Contractor will prepare an Issue and Action Item Management Plan as a subsidiary plan to the PMP.

(b) Objectives. The Issue and Action Item Management Plan will achieve the following objectives:

i. Provide a process for achieving resolution to issues or action items which, if left unresolved, will have a negative impact on the project.

ii. Provide an efficient and effective method for identifying, assigning, tracking, and resolving issues and action items.

iii. Establish prioritization, status and impact definitions and procedures to ensure issues and action items are prioritized based on their effect on the Enterprise Portal Contract's performance, and are resolved by the required Action Item resolution date.

iv. Identify an Issue and Action Item Coordinator to ensure issues are analyzed, managed, and reported in a timely and consistent manner.

(c) Issue and Action Item Register. The Contractor will identify and maintain Issues and Action Items on a weekly basis in an Issue and Action Item register and provide this register to the State Portal Manager on a weekly basis for review.

(8) Develop and Execute the Configuration Management Plan

(a) General. The Contractor will prepare a Configuration Management Plan as a subsidiary plan to the PMP. The Configuration Management Plan defines the Contractor's approach for version control for all deliverables including changes to scope, requirements, software, databases and other documentation. Configuration Management does not include the State's Infrastructure. Any configuration changes to the State's Infrastructure that impacts the Enterprise Portal will be coordinated with the Contractor via the State Portal Manager.

(b) Version Control. The Contractor will systematically document changes, assess for need, impact, and appropriateness, and present those changes to the State Portal Manager for review and approval. The Contractor may, with the State's approval, use a Configuration Management tool of their choosing. The Contractor will provide the State access to the Configuration Management tool if requested.

(c) Change Requests. The Contractor will track the status of in-progress change requests and report this information to the State Portal Manager in the weekly status reports. For additional information on change requests see Contract Section A.6.h.(2) – Change Request Process.

(9) Perform Issue Resolution / Defect Management

(a) General. The Contractor will document the Contractor's approach for the recording, resolution, management, and electronic storage of reported issues / defects as part of the Contractor's PMP.

(b) Defect Tracking System. The Contractor may, with the State's approval, use a Defect Tracking System of their choosing in order to track defects / issues to closure, grant the State access to these repositories to view information as needed, and report the status of defects / issues to the State upon request.

(c) Severity of Reported Issues / Defects

i. General. The State will determine the severity of each reported issue / defect and will classify certain issues / defects as "critical" at its sole discretion. A critical issue is defined as a system failure that blocks completion of a business transaction or corrupts business data and has no workaround. Reported issues / defects will have a severity level assigned to them based upon the impact that the issue / defect has on the business and/or user.

ii. Severity Levels. Severity levels include:

- S-1: Emergency – Critical Issue; Business Halted; Critical component(s) / functionality down; multiple users affected; no work around exists. This reported issue / defect requires immediate attention, has the highest priority and will be resolved as quickly as possible, bringing to bear all reasonable resources.

- S-2: High – Critical Issue; Business Impacted; Critical component(s) / functionality degraded; multiple or single user affected; no work around exists. This reported issue / defect requires resolution as quickly as possible after S-1 Critical issues / defects are resolved. Critical S-2 issues / defects will be resolved typically within 8 hours.

- S-3: Medium – Non-critical Issue; Multiple, non-critical component(s) / functionality down or degraded; multiple or single users affected; work-around exists. This reported issue / defect does not require immediate attention as a temporary work-around exists. Non-critical S-3 issues / defects will be resolved typically within 5 business days.

- S-4: Low – Non-critical Issue; Little or no impact to business or to users. This reported issue / defect does not require immediate attention or it involves long range planning. Non-critical S-4 issues / defects are of low priority and will be resolved typically within 20 business days.

(d) Contractor Evaluation of Reported Issues / Defect. The Contractor will evaluate each reported issue / defect, estimate the time needed to resolve the issue / defect, identify potential impacts on the Enterprise Portal system or applicable portal applications, and provide a written evaluation report to the State Portal Manager.

(10) Develop and Execute the Quality Management Plan

(a) General. The Contractor will prepare a Quality Management Plan as a subsidiary plan to the PMP. The Quality Management Plan defines the portal programs quality activities, time, and the resources allocated to them.

(b) Quality Management Plan Content. The Quality Management Plan shall at a minimum include the following topics:

i. Purpose and Scope of the Plan. The Contractor will define the purpose and scope of the plan, including the identification of related program management documents.

ii. Create Quality Objectives and Metrics. The Contractor will describe the program quality objectives and metrics needed to assess progress toward those objectives.

iii. Perform Quality Control. The Contractor will describe the quality control processes used on this contract. The Contractor will inspect or test all deliverables, to include both documents and software, before submitting them for State review.

iv. Perform Quality Assurance. The Contractor will describe the quality assurance processes and tools used on this Contract. The tool the Contractor uses will assure that deliverables are free of obvious formatting, spelling and grammatical errors to the greatest extent practicable when submitted to the State. Deliverables will be complete, accurate, detailed sufficiently for their intended use, and conform to State standards.

(11) Develop and Execute the Test Management Plan

(a) General. The Contractor will prepare a Test Management Plan as a subsidiary plan to the PMP. The Test Management Plan defines the overall strategy and processes used throughout the Enterprise Portal Program contract to determine whether solutions delivered (both base functionality and customizations) satisfactorily addressed the requirements.

(b) Test Management Plan Coverage. The Test Management Plan will address all testing efforts for the Enterprise Portal program to include unit, system, integration, and user acceptance. All testing will be conducted within the Test Environment which will mirror the Production Environment. The State will not permit testing within the Production Environment. The Test Environment will be within the State Data Center.

(c) Test Management Plan Content. The Test Management Plan will address:

i. Objectives and approach

ii. Resources (personnel, hardware, testing tools)

iii. Infrastructure safeguards

iv. Test level

v. Source and Management of data

vi. Test Validation Procedures

vii. Interface testing

(d) Test Documentation Storage. The Contractor will verify that tests execute successfully at one level before proceeding to the next level. For each test level, the test plan, test

cases, use case scenarios, test scripts, and test results will be stored in a single, State-provided repository.

(e) Contractor Testing Responsibilities. The Contractor will ensure that all components of the new system function per the requirements / design specifications. The Contractor will complete testing on each module and on the assembled system. In addition, the Contractor will perform stress testing to test capacity and performance of the new system. The Contractor is responsible for testing as defined below:

i. Unit Testing. Tests that are performed by the programmer and/or developer to ensure the reliable performance of the functions, procedures, and routines before making the product available to other developers within the larger component or system.

ii. Integration Testing. Tests that are performed by the development team of the solution with all its integrated components to ensure that they work together as designed and that the various sub-systems communicate with one another properly.

iii. System Testing. Testing of the entire system (as a system) to ensure that the solution meets the design specifications. Specific components of the system test include:

- Stress Testing – designed to break the solution by overwhelming it or by depriving it of resources. The objective is to make sure that the system is recoverable – that it fails and successfully recovers.

- Volume Testing – includes testing the solution by introducing constantly increasing load in an attempt to expose weaknesses that do not surface in routine testing. Examples include memory management bugs, memory leaks, buffer overflows, or processor saturation.

- Interface Testing – includes ensuring that the system interfaces with external systems to exchange data as required in the design specifications.

- Security Testing – includes scanning the system for security vulnerabilities both network and application level.

iv. Backup and Recovery Testing. The Contractor will define procedures to restore, test and verify that backups of application software and data are consistent and accurate.

v. Regression Testing. Possibly the most important aspect of the Contractor's testing responsibility, regression testing is the re-testing of previous problem repairs subsequent to the correction of new problems to ensure that previously repaired problems do not recur. Regression testing is an integral part of any good software development methodology.

(f) State Testing Responsibilities. The State is responsible for User Acceptance Testing (UAT). UAT is the execution of a series of defined steps using predefined data, the objective of which is to determine whether the actual outcome consistently, repeatedly, and accurately equals the expected result. User acceptance testing is a deliberate process and requires preparation of test scenarios, test cases, test data, and expected outcomes and known in advance of test execution. The State is responsible for the preparation of UAT test cases and their execution. UAT occurs subsequent to the completion of the Contractor's testing responsibilities – though Contractor-accomplished regression testing continues in response to changes and repairs of problems determined during UAT.

(g) Testing Tracking Tool. The Contractor may use the State Standard testing tracking tool or a test tracking tool of their choosing. This tool tracks and facilitates management of issues, problems and discrepancies found during testing or regression testing, resolution

of these issues, and progress toward user acceptance testing completion. The Contractor will provide the State access to the Test Tracking Tool if requested.

(h) Contractor User Acceptance Testing Support. If required, the Contractor will provide dedicated support at the State designated sites for UAT, including application and technical assistance.

(12) Develop and Execute the Change Control Plan

(a) General. The Contractor will prepare a Change Control Plan as a subsidiary plan to the PMP. The Change Control Plan describes the process that is to be used for requesting and managing changes to work products created or maintained by the Enterprise Portal Contractor. This process will facilitate communication about requested changes among the stakeholders, provide a common process for resolving requested changes and reported problems, and reduce the uncertainty around the existence, state, and outcome of a change that has been requested in a work product.

(b) Change Control Oversight. The State will form oversight bodies as necessary to consider change requests submitted per the Change Control Plan. All change requests must be approved through the State Portal Manager, who will involve other State stakeholders as deemed appropriate.

(c) Change Control Plan Content. At a minimum, the Change Control Plan will contain:

i. Scope / Identification of Items under Change Control. Any stakeholder can submit the following types of change requests to the change control system:

- Requests for requirements changes (additions, deletions, modifications, deferrals) in software currently in use or under development
- Reports of problems in current production or beta test systems
- Requests for enhancements in current production systems
- Requests for new development projects
- Requests to change baselined software that has been released to production or is in beta test
- Requests to change requirements specifications
- Requests to change Portal Program procedures and processes
- Requests to change user and technical documentation

ii. Problem Tracking and Change Control. This section should contain the relationship between problem tracking and change control.

iii. Mechanisms. This section should contain the mechanisms for change control.

iv. Document Changes to Requirements. This section should contain the document modification (in particular, it is essential that modifications to requirements are tracked).

v. Status Tracking. This section should include the build status tracking (i.e., the relationship between module version and the system version).

vi. Contract Modification. This section should include contract modification (a special case of change control requiring formal contract amendment).

vii. Criteria for Approval. This section should include the criteria for approval of different change control elements.

viii. Change Control Process. This section should include the Change Control procedures for submitting change requests and tracking the progress of a change request.

ix. Change Request. This section must contain the detailed information about the change request, to include at a minimum a unique tracking number provided by the Change Control system, a description of the change requested, a reason for the request, the date of the request, who requested the change, and the component or system which is affected.

x. Defined Statuses. This section should contain the defined statuses a change request would go through as it is being addressed to include:

- Approved – The State decided to implement the request and allocated it to a specific future build or product release.
- Canceled – The Originator or someone else decided to cancel an approved change.
- Change Made – The requested change has been implemented.
- Closed – The change made has been verified (if required), the modified work products have been installed, and the request is now completed.
- Evaluated – The requested change has been evaluated for impact analysis.
- Rejected – The State decided not to implement the requested change.
- Submitted – The Originator has submitted a new issue to the change control system.
- Verified – The modifications in the affected work products have been verified as made correctly.

A.6.e. Provide Financial Services Requirement

(1) General. The Contractor will provide portal financial services to include providing the PCI DSS compliant Payment Processing Engine (PPE) for processing online transactions, collecting fees via the State's Merchant Servicer, performing refunds and credits, resolving payment disputes, and preparing and submitting invoices to the State for payment. When the State's Merchant Servicer is used, the State will be responsible for any Merchant Servicer fees.

In some cases, as described below, the Contractor will use the Contractor's own Merchant Servicer. In these cases, the Contractor will be responsible for Merchant Servicer fees.

(2) Process Financial Transactions via the Payment Processing Engine

(a) Payment Processing Engine Maintenance. The Contractor will use and maintain a Payment Processing Engine for processing online transactions. The PPE accepts, authorizes, settles and reports Visa, MasterCard, American Express, Discover and Electronic Check (eCheck) transactions for all portal applications that accept credit cards, off-line debit cards, and eChecks for payment. Off-line debit cards are defined as a card that provides payment directly from the consumer's checking account in the amount of purchased goods or services. An off-line debit card does not require the consumer to enter their PIN to complete the transaction.

(b) Payment Processing Engine Requirements. The Contractor will operate the PCI DSS compliant PPE per the State's contracted Merchant Servicer's required message formats and communication methods, as well as credit / debit card / eCheck issuer privacy and security requirements. The State will not store payment account / credit card information of any kind within the State's Portal environment. The Contractor will report any suspected or confirmed security / privacy breach of the PPE or related database to the State Portal Manager and State Information Security Officer. The Contractor will isolate all electronic records and supporting evidence of a suspected or confirmed security / privacy breach of the PPE, transactions or related databases. The Contractor will cooperate with and assist the State in any subsequent investigation.

(3) Establish and Collect Portal Usage Fees via a Merchant Servicer. Portal usage fees are collected via a Merchant Servicer as follows:

(a) Contractor Merchant Servicer. For the following applications, the portal usage fees remitted by citizens will be collected using the Contractor's Merchant Servicer:

- Interactive Moving Vehicle Record (IMVR)
- Batch Moving Vehicle Record (BMVR)
- Drivers License Inquiries (SMVR)
- Interactive Vehicle, Title and Registration (IVTR)

Note that IMVR and BMVR are moving violation records and are obtained from the Tennessee Department of Safety; they are collectively referred to as "Moving Vehicle On-Line Request" (MVOR).

MVORs, SMVRs, and IVTRs are the only transactions that will use the Contractor's Merchant Servicer.

(b) State Merchant Servicer. With the exception of MVOR, SMVR, and IVTR, as defined above, the portal usage fees remitted by citizens will be collected using the State's Merchant Servicer. For transactions processed through the State's Merchant Servicer, the Contactor will not be responsible for any associated fees.

(c) Merchant Servicer Connectivity. A communication link is required between the Contractor and the State's Merchant Servicer. Merchant Servicers will typically accept various methods of connection from the merchant (i.e., the State) to the Servicer. The State, working with the Contractor and the Merchant Servicer, will determine a connectivity method that will provide an agreed-upon acceptable response time and a minimum cost for processing Portal credit card, off-line debit card, and eCheck transactions.

(d) Merchant Service Settlement Process. After confirming that the business transaction can be completed (i.e., eligible to renew a license), the customer will be given the option to make payment. The Contractor will capture relevant credit / debit card / eCheck information to include address and Credit Card Verification (CCV2). The Contractor will request authorization via the State's Merchant Servicer. When the authorization request from the Merchant Servicer is successful, the Contractor will provide the customer with a confirmation and, if requested, an email confirmation that the transaction has been processed. Until the user initiates payment authorization (i.e., submits the request / order) the user must have the ability to cancel the process. The Contractor will complete settlement for each calendar day transaction for each portal application every night per the Merchant Service settlement cutoff time. This settlement process must be automated fully.

(e) Merchant Service Reconciliation and Reporting. The State will provide the Contractor with access to the Merchant Servicer's reporting tool or provide the Contractor with a daily file of settled transactions. Each calendar day, the Contractor will reconcile its records to the reported settled transactions. After reconciliation has occurred, the Contractor will report daily reconciled activity via a secure portal reconciliation website developed by the Contractor. Using the portal reconciliation website, the State agency will verify that the

transaction has occurred on the agency's back office system and verify that payments have been tendered. The State agency will identify the agency representatives that will be responsible for performing the verifications. The Contractor will issue State agency representatives an individual username and password for access to the Portal Reconciliation website.

(4) Process Refunds, Credits, Returns, and Resolve Disputes

(a) Contractor Responsibility. The Contractor is financially responsible for all overcharges and mischarges that occur as a result of Portal application errors or omissions. Any overcharges and mischarges will be itemized on the Contractor's invoice and deducted from the balance due.

(b) Processing of Refunds, Credits, and Returns. The Contractor must manage and process necessary refunds, credits, and returns. Duplicate charges that are erroneously processed by the Contractor must be refunded within three (3) days of discovery by the Contractor or notification by the State. Upon request, the Contractor must provide State agency staff with a receipt of transaction information in the event of a cardholder dispute over the nature, quality or performance of the goods or services or in the connection with any return or rejection of such goods and services.

(5) Tennessee On-line Payment Engine (TOPE). The TOPE is standalone application code, which is owned by the State and runs within the State's systems environment, designed to process payment requests from the requesting Portal application to the Contractor's Payment Processing Engine (PPE).

(a) Multiple Portal applications will make use of the TOPE. The specific applications that use the TOPE are identified in Contract Attachment B, Table B.2.

(b) The Contractor will be responsible for maintaining the TOPE application code. However, State agencies will be responsible for maintaining the Portal applications themselves.

(c) There are also Portal applications requiring usage fees that do not use TOPE to process these payments. These applications contain embedded code, which handles payment processing between the application and the Contractor's PPE directly.

(d) The State will compensate the Contractor for TOPE transaction usage and maintenance on a per transaction basis as described in Contract Section C.3.b.iii.(1).

A.6.f. Develop and Execute the Enterprise Portal Marketing Plan

(1) Prepare and Deliver the Marketing Plan. Within three (3) months of contract start, the Contractor will prepare and deliver the initial Marketing Plan to the State Portal Manager for review and approval.

(2) Market to Citizens, Businesses and Employees. The Contractor will market and publicize the State Enterprise Portal's availability to citizens, businesses, and employees in a variety of ways as recommended by the Contractor and approved by the State. Marketing activities will include publicizing the Portal's availability to citizens, businesses and employees as well as efforts to increase use of the Internet-based services the Enterprise Portal offers.

(3) Market to State Agencies. The Contractor will market and publicize the advantages and benefits of potential new enhancements / capabilities of the Portal to State agencies. On a quarterly basis, the Contractor will brief the State Portal Manager on the marketing initiatives planned for agencies over the next six (6) months.

(4) Approval of Marketing Initiatives. Marketing initiatives conducted by the Contractor will require State Portal Manager review and approval before being released.

(5) Marketing Plan Content

(a) The Marketing plan will be designed and implemented to create awareness, build support and accelerate the adoption and use of electronic services through the portal.

(b) The Marketing Plan will address a process for continual marketing of portal applications after the initial implementation.

(c) The Marketing Plan will demonstrate how the Contractor will partner with the government, community and private organizations to extensively promote electronic government self-service applications.

(d) The Marketing Plan will show how marketing strategies will be used to build end-user traffic to the Portal and to assure the widest possible use of the services.

(e) The Marketing Plan will indicate how public access points (e.g. kiosks, etc.) will be used to provide greater access by the public to on-line information and services.

(6) Updating the Marketing Plan. The Contractor will be responsible for updating the marketing plan and report accomplishments monthly to the State Portal Manager. The Contractor will continue to update and maintain the Initial Marketing Plan originally providing to the State throughout the Contract term.

A.6.g. Develop and Execute the Portal Program Transition-Out and Closeout Plan Requirement

(1) Protection of Enterprise Portal Network Operations during Transition-Out

(a) During the last year of the contract, the Contractor will cooperate with the State and assist in planning for an orderly exit strategy in order to protect the Enterprise Portal operations during Transition-Out. The "last year of the contract" could be either the last year of the initial three-year contract term, or the final year of any contract term extension as provide for in Contract Section B.2.

(b) The Enterprise Portal created under this procurement shall remain operational during the Transition-Out period. In the event that a different Contractor is awarded the subsequent contract, the Contractor shall provide continuing services as the State transitions itself to receive such services from the new Contractor.

(2) Prepare and Deliver the Portal Program Transition-Out and Closeout Plan. The Contractor will prepare a Transition-Out and Closeout Plan and provide to the State Portal Manager for review and approval twelve (12) months prior to the end of the Contract. The Transition-Out and Closeout Plan will include:

(a) Comprehensive Narrative. Comprehensive narrative that illustrates how to exit the portal contract, while ensuring seamless transition of users and maintaining adequate controls and accountability for online activities.

(b) Detailed Inventory. Detailed inventory of applications and data files.

(c) Program Documentation. Delivery of all State records, applications, data, and agreements, including working papers and operational documentation related to the Enterprise Portal contract.

(3) Execute the Portal Program Transition-Out and Closeout Plan. When requested by the State Portal Manager, the Contractor will execute the Portal Program Transition-Out and Closeout Plan.

(4) Agreement to Settle Amounts Owed for Non-Transaction Based Application Development. As this Contract nears the end of its term, it may be necessary for the State to continue to request new Portal application development using the Non Transaction Based Application Support model described in Contract Section A.7.m.(1)(b). In this event, the State shall

compensate the Contractor for acceptable work completed as of the date of the State's request to settle the amounts owed. The Contractor shall transfer all completed Work Products to the State. The Contractor must provide documentation to the State to substantiate the Work Product cost. See Contract Section E.9 for a definition of Work Product and State's ownership rights as they pertain to the Work Product.

A.6.h. Prepare Proposals for Variable Services Projects

(1) Preliminary Research. At various times throughout the term of the contract, it may become necessary to develop new Portal applications, enhance existing applications, or otherwise provide new Portal functionality and/or technology. The State will request such enhancement/development work through a written request to the Contractor. Upon receiving the written request, the Contractor will, in a timely fashion, perform sufficient preliminary analysis to enable the Contractor to provide the State with a written and verbal report outlining the available options, general application design characteristics, feasibility recommendations, and a broad estimate of the overall cost of the various options. This preliminary analysis work shall be considered a "Baseline Service," and as such, the Contractor shall not charge the State separately for such analysis.

After the Contractor has made its report to the State, the State will make a determination regarding proceeding with the enhancement/development work and will inform the Contractor of the outcome in writing. If the decision is made to proceed with the work, the State shall execute the Change Request Process described below.

In addition to State-requested enhancement/development work, the Contractor may also recommend potential enhancement/development projects for consideration by the State based upon the Contractor's understanding of a need to enhance the Enterprise Portal or provide new functionality and/or technology. The State must approve such Contractor-initiated recommendations in writing. If the State does approve the recommendation, it will follow the same process as State-initiated requests; beginning with preliminary analysis and, at the State's discretion, proceeding through the Change Request Process.

(2) Change Request Process

(a) The State may, at any time prior to the end of the Enterprise Portal contract, and with written notice to the Contractor, request changes to work products within the general scope of the Contract. The requested changes will be project-based and will include the types of services as outlined in Contract Section A.4.d (Variable Services) and will be executed per Section A.9 (Provide Project Management) of this Contract.

(b) The requesting State agency will, with assistance from the Contractor as required, create an SOW in sufficient detail such that the Contractor can adequately determine the level of effort involved in order to provide a Project Proposal with associated costs back to the State. The SOW will include a description of the project and proposed solution, high-level goals, expectations and objectives, and what the project will deliver. The Contractor may request additional detail or elicit additional requirements to augment their understanding of the request as necessary. This SOW will constitute the detailed description of the tasks/work required to perform the Change Request. The State will provide the written Change Request to the Contractor.

(c) Within fifteen (15) calendar days after receiving the written Change Request the Contractor will provide the State with a Project Proposal. If, due to the complex nature of the Change Request, the Contractor determines that more time is needed to prepare the Project Proposal, the Contractor will request in writing (Memorandum) to the State Portal Manager a request for an extension with the specified additional time needed. The Memorandum will be maintained as part of the official Contract file. The Project Proposal will include at a minimum:

- Project Background and Objectives

- Project Scope, Approach and Associated Deliverables (Transaction-Based Application, Non-Transaction Based Application, Subscription Services)

- Roles and Responsibilities of Project Team Members

- Project Assumptions

- Project Schedule / Timeline

- Estimate of the total cost to complete the project. The Contractor shall provide an itemization of all costs that compose this price.

  For any professional services costs, the Contract shall use the Consulting Services Hourly Rates detailed in Contract Sections C.3.b.v.(1). The cost associated with the Project Proposal shall specify the total cost based on the number of staff-hours required to complete the change, times the corresponding hourly rate bid by the Contractor.

  The State shall be able to account for every cost that makes up the total by reference to Contract Section C.3.b; there shall be no other costs that are not given in this Contract section.

- Estimation technique used with the associated parameters that justifies the cost of the project

The preparation of the Project Proposal is considered a Baseline Service; the Contractor shall not charge the State for Project Proposal preparation.

(d) Assuming that the State and the Contractor agree upon the proposed cost, and the State wishes to proceed with the Change Request, the State shall provide the Contractor with a written authorization to begin the work. Note that all Change Requests must receive applicable written IT-ABC and/or PAC approval, such approval to be included the State's written authorization to the Contractor to begin work.

(e) Change Order Remuneration — The State will remunerate the Contractor only for acceptable work. All acceptable work performed pursuant to an approved MOU, without a formal amendment of this contract, shall be remunerated in accordance with and further limited by contract section C.3.b, PROVIDED THAT, with regard to professional services, the State shall be liable to the Contractor only for the cost of the actual person hours worked to complete the change order work, not to exceed the maximum cost for the change detailed in the MOU. In no instance shall the State be liable to the Contractor for the cost of any person hours worked in excess of the maximum person hours indicated in or of any amount exceeding the maximum cost specified by the approved MOU authorizing the service. Upon State approval of the change order work, the Contractor shall invoice the State in accordance with the relevant provisions of this Contract.

(3) See also Contract Section A.10.h for provisions concerning the Variable Services Application Development Process, including ongoing Application Support and the State's option to cancel development projects.

A.6.i. Enterprise Portal Reporting. The Contractor shall provide to the State a suite of reports that will include, but not be limited to the following:

(1) Number of transactions by application and in total

(2) Total dollars collected by applications / Total dollars collected overall

(3) Number of Subscribers for each subscription service application

(4) Customer feedback and online-survey reports

(5) Application Availability

(6) Customer Service Calls

(7) Consolidated Financial Report (Vendor earnings)

(8) Marketing Plans/Strategies

A.6.j. State and Contractor Roles and Responsibilities. See Contract Attachment F for a table that lists the breakdown of various roles and responsibilities to be performed by the State and the Contractor in support of Baseline Services (Contract Section A.4.c). Note that these roles and responsibilities will also apply to Variable Services (Contract Section A.4.d).

A.6.k. Portal Program Management Compensation. The State will compensate the Contractor for Portal Program Management services in accordance with Contract Section C.3.b.ii.

A.6.l. Applicable Portal Program Management SLAs. The SLAs for Deliverable Quality and Timeliness (Contract Attachment D, Item D.2) and Portal Program Management (Contract Attachment D, Item D.3) are applicable to Portal Program Management Baseline Services.

A.7. **Conduct Applications Operation and Maintenance**

A.7.a. General. Applications Operation and Maintenance (O&M) is a Baseline Service. Applications O&M are those support services required for day-to-day Enterprise Portal operations and to keep applications running at peak performance at all times. The Contractor will support and maintain any components of the Enterprise Portal and Applications provided or configured by the Contractor, and any products or services resulting from Change Requests and enhancements produced or provided by the Contractor to the State. With the exception of Local Support Staff [defined in Contract Section A.6.d.(4)(g)i] and staff that the State otherwise requires to be in the Nashville area, in accordance with Contract Section A.6.d.(4)(i)v., Contractor Applications Operation and Maintenance support staff may reside off-site, on-shore, or off-shore at the Contractor's discretion as long as requirements herein are met according to the Service Level Agreements.

A.7.b. Interface / Application Types. The State's Enterprise Portal is composed of different types of Interfaces / Applications, of varying levels of complexity:

(1) Website – A set of interconnected web pages, usually including a homepage, generally located on the same server, and prepared and maintained as a collection of information by a person, group, or organization.

(2) Webpage – A document on the World Wide Web, consisting of an HTML file and any related files for scripts and graphics, and often hyperlinked to other documents on the Web. Every webpage is identified by a unique Uniform Resource Locator (URL).

(3) Web Service – A standardized way of integrating Web-based applications using the Extensible Markup Language (XML), Simple Object Access Protocol (SOAP), Web Services Description language (WSDL), and Universal Description, Discovery and Integration (UDDI). XML is used to tag the data, SOAP is used to transfer the data, WSDL is used for describing the services, and UDDI is used for listing what services are available.

(4) Web Application – An application that is accessed via a web browser over a network such as the Internet or an Intranet.

(5) Web Application Hybrid (Mashup) – A mashup is a webpage(s) or application that combines data or functionality from two or more external sources to create a new service.

The above items are referred to collectively as Portal Interfaces / Applications.

A.7.c. Applications Operation and Maintenance Services Objective. After the State's written approval of all Transition-In requirements, the Contractor will provide ongoing portal applications O&M support for the Interface / Application Types described in Contract Section A.7.b above, per the Service Level Agreements outlined in Contract Attachment D – Service Level Agreements.

A.7.d. Provide Change in Administration Update Services. At various times during the Contract, the State will have a change in State governance / administration. While the State does not anticipate any major changes, there will be some minor cosmetic changes as Commissioners and other State Executive Management are replaced. Updating the State Enterprise Portal to accommodate the new Administration is considered a Baseline Service.

A.7.e. Perform Application Break / Fix. The Contractor will ensure that the products or services perform in such a manner as the Contract, Change Request or enhancement request require, so that the intended function of the products or services is accomplished in all material respects as intended by the Contract, the Change Request or enhancement request, and is otherwise consistent with industry standards. Application Break / Fix will correct any application errors, defects, deficiencies or deviations from specifications.

A.7.f. Perform Patch Management. The Contractor will provide patch management for all applications to ensure currency of applications.

A.7.g. Provide Code Optimization

(1) General. The Contractor will provide code optimization in order to meet or exceed the application performance requirements of this Contract.

(2) Application Performance Requirements

(a) User Load. The Contractor should assume a load of 2,500 concurrent users accessing the State Enterprise Portal system during an average day.

(b) System Response Times. Response times of less than 3 seconds transaction response time from screen-to-screen for 95% of all transactions and less than 1 second for field-to-field activity is required. The Contractor and State will review response times during User Acceptance Testing and again during the first month of each implementation of a production version. If, through the end of the Contract, response time degrades to a level of non-compliance during the periods specified, the Contractor must take the necessary steps to optimize the code in order to restore response times back to the required level unless the State and Contractor determines that factors outside the Contractor's control, such as the State's infrastructure or Internet degradation, are the cause.

A.7.h. Perform Regular Configuration Changes. The Contractor will identify and implement configuration changes to improve performance in order to meet or exceed the application performance requirements of this Contract.

A.7.i. Provide Cosmetic Design Maintenance. The Contractor will provide minor "cosmetic" design maintenance to existing applications. Major design changes, enhancements and/or changes to branding will be executed as a Variable Service project.

A.7.j. Participate in Disaster Recovery Exercises. The Contractor will participate in State Disaster Recovery exercises. The State will conduct two (2) Disaster Recovery exercises per year, with each lasting forty (40) hours in duration.

A.7.k. Application Documentation. The Contractor will provide to the State Portal Manager documentation on all applications developed by the Contractor for the State. This documentation will include at a minimum:

(1) Business / Functional Requirements

(2) Source Code

(3) Database Layout

(4) Legacy System Interface Requirements

(5) Program Modifications

(6) Modification Implementation Dates

(7) Connectivity Requirements

(8) Test Documentation (test plans, test cases, use case scenarios, test scripts, test results)

A.7.l. Application Data Ownership

(1) Data Custodian. The applicable agency or branch of the State that collects, stores, generates, or maintains information is the designated Data Custodian. The Contractor does not have any ownership over data associated with any application at any time. The Contractor will work with the State Portal Manager to identify the appropriate Data Custodians.

(2) Access to Data. The State agency that is the designated Data Custodian of specific data must approve all access to that data.

(3) Approval to Sell Data. The Contractor is prohibited from selling or allowing access to any State data without the written approval of the PAC and the applicable agency.

(4) Compliance with Privacy Policies and State / Federal Law. The Contractor must comply with privacy policies established by governmental agencies and State and/or federal law. Privacy policy statements, as developed and amended from time to time by the State, will be appropriately displayed on Portal Web pages.

(5) Data Security. The Contractor will provide security to protect the data of the State as well as Portal customer data in network transit, storage, and cache per the State's Enterprise Information Security Policies. A copy of the Enterprise Information Security Policies is available at www.tn.gov/finance/oir/security/PUBLIC-Enterprise-Information-Security-Policies-v1-6.pdf. The Contractor must adhere to the latest version of the Enterprise Information Security Policies, as they are amended from time to time.

A.7.m. Application Operation and Maintenance (O&M) Service Categories

(1) General. Services under Contract Section A.7 – Conduct Applications Operation and Maintenance ("Support"), are provided within the context of a range of application categories and compensation structures:

(a) Transaction Based Application Support. Contractor-provided application support services for which the State will pay the Contractor a transaction fee for each successful transaction processed by that application in a given month. A "successful transaction" is defined as a transaction that has resulted in the delivery of the requested service to the user of the application, as well as the completion of the processing of any fees associated with that application.

The definition of Transaction Based Application Support applies to both "existing" and "new" Transaction Based Applications. "Existing" applications are applications that were complete prior to the begin date of this Contract; "new" applications are those developed within the term of the Contract. When a new Transaction Based Application is developed, the Contractor shall propose a reasonable transaction fee for the application. This proposed fee will then be evaluated for acceptance by the State. Assuming the State accepts this fee, it will become effective though the execution of a Memorandum of Understanding (MOU).

Application development, implementation, ongoing application support costs, and hosting fees associated with such applications are included within the transaction fee, and shall not be billed separately. See Contract Section A.10.a.(1).

Support Services - TOPE Transaction. Per transaction fee for a State agency-maintained Enterprise Portal application to use the TOPE application to make a successful call to the Contractor's payment processing engine.

The State may require additional Transaction Based Application services over the life of the Contract. The Portal Advisory Committee (PAC), the management oversight body for the State Portal, is the review and approval authority for such new application requests and will work with the requesting State agency to set reasonable transaction fee amounts. If the PAC approves an application the work shall be specified and executed through a Memorandum of Understanding (MOU) between the Contractor and the State.

Additional fees added as described above may, at some point, necessitate increasing the maximum liability expressed in Contract Section C.1. If this is the case, the State shall not add the fee(s) in question using an MOU. Instead, the State shall increase the maximum liability via amendment, and shall, at the same time, amend the contract to include the additional fee in question, along with any additional transaction fees that have been previously added through MOUs.

(b) Non-Transaction Based Application Support. There are two types of Non-Transaction Based Application Support applications: Consulting Services Related; and TNTRACK. The compensation methods and timing for each of these types is different; see Contract Section C.3.b.iii.(2).

i. Consulting Services Related. Contractor-provided application support for existing or new applications that were developed using Consulting Services Hourly Rates (as opposed to Transaction Based Application Support, described above). Non-Transaction Based Application Support may, at the State's discretion, also apply to Portal applications that were developed by third-parties. For such applications, whether they are developed by the Contractor or by a third party, the State pays the vendor a fixed monthly fee to provide ongoing application support. This application support category may apply to either existing or new Non-Transaction Based Applications. See A.7.m.(1)(a) for the definitions of existing and new applications.

ii. TNTRACK. This is a specialized application that facilitates legislative bill tracking, bill analysis, and fiscal note preparation.

(c) Subscription Services. The Contractor shall provide Subscription Services for identified applications to users (Subscribers) of the applications. These Subscription Services shall include UserID and password management and financial transaction management. The Contractor shall provide an online Subscriber Billing System for Subscription Service Subscribers. Subscribers must be able to receive an invoice for services or have the charges put on a credit card. Subscribers must be able to access and review invoices online through the Portal.

Note that not all applications with a Username and Password are considered "Subscription Services" applications.

(d) No Charge (NC). This refers to applications for which there is no direct per-transaction, subscription, or other discrete fee charged. The Contractor must recover any costs incurred for such applications through other fees that make up the overall Enterprise Portal revenue stream.

(2) See Contract Attachment B for indications as to which of the above categories apply to each Enterprise Portal application.

A.7.n. Perform Mutually Agreed Upon Enhancements. As a routine function of the Transaction Based Application Support and Non-Transaction Based Application Support categories, described above, the State may request that the Contractor provide enhancements to relevant applications. However, such enhancements cannot be of such magnitude as to place an undue financial burden on the Contractor, and such requests must be agreed to by both parties prior to the work being performed. To make such a request, the State shall provide a written description of the requirements to the Contractor. Upon receiving this documentation the Contractor may either: (1) agree to perform the work at no additional cost to the State; or (2) assert that the magnitude of the work involved is such that it would place an undue financial burden on the Contractor to perform the work without additional compensation. In order to make such a claim, the Contractor shall provide an estimate of the cost of the enhancement, substantiating the cost with detailed, itemized documentation of the components (labor or otherwise) that make up this cost. The State will review this claim in light of the total cost for the enhancement and its relationship to the Contractor's overall Portal revenue stream. If, after careful consideration and possible negotiation with the Contractor, the State agrees with the Contractor's claim, the State may choose to either forego the request, or process a Variable Services Statement of Work (SOW) for the enhancement, and compensate the Contractor through Application Development Consulting Services Hourly Rates [Contract Section C.3.b.v.(1).

A.7.o. Applications O&M Compensation. The State will compensate the Contractor for Applications O&M services in accordance with one of the above categories and the terms of Contract Section C.3.b.iii.

A.7.p. Applicable Applications O&M SLAs. The SLAs for Deliverable Quality and Timeliness (Contract Attachment D, Item D.2) and Applications O&M (Contract Attachment D, Item D.4) are applicable to Applications O&M Baseline Services.

A.8. **Conduct Customer Service**

A.8.a. General. Customer Service is a Baseline Service. Enterprise Portal Customer Service requires the Contractor to provide a Tier 1 Help Desk call center with associated telephonic support that provides assistance to citizens who use the State Enterprise Portal and technical support for application software and web pages supported by the Contractor. The Contractor shall provide a toll-free help desk number.

Customer Service may be provided either off-site or in the Metropolitan Nashville area. Regardless of the location of the work, the Contractor shall supply all office space, equipment, connectivity, and supplies required by Contractor personnel. The State will provide Network connections (including Virtual Private Network (VPN) accounts as necessary for any Contractor staff requiring remote access).

A.8.b. Customer Service Objective. After the State's written approval of the Transition-In requirements, the Contractor will provide Enterprise Portal Customer Service on a 24 hour by 7 day a week basis per the SLAs outlined in Contract Attachment D – Service Level Agreements.

A.8.c. Provide Technical Support and Assistance for Portal Web Pages and Applications

(1) General. Included in the Baseline Staff will be a customer service function plus staff management.

(2) Hours of Enterprise Portal Customer Service. The Contractor will provide technical support and assistance for application software and web pages supported by the Contractor to agency users and customer support (including billing questions) for users, on a 24 hour by 7 day a week basis. Peak usage is from 7:00 a.m. to 5:00 p.m. Central Time, Monday - Friday except for State holidays. Non-peak usage is from 5:00 p.m. until 7:00 a.m. Monday - Friday except for State holidays. Weekend and holiday periods are defined as Saturdays, Sundays and State-recognized holidays starting at 5 p.m. the day prior to a Saturday or State-recognized holiday to 7 a.m. of the next State business day.

(3) Use of State Trouble Ticket System. The Contractor will use the State Remedy System, at whatever software version level the State is using, to receive Enterprise Portal Help Desk Tickets. The State will provide for up to five (5) licenses required for the Contractor to access the Remedy System; additional Remedy access licenses, if any, required to meet SLAs are the responsibility of the Contractor. The State Remedy System is integrated with e-mail and voice systems. Remedy will be accessed using site-to-site Virtual Private Network (VPN). It is the Contractor's responsibility to train the Contractor's staff in the use of the Remedy System.

(4) State or Third-Party Assistance. Requests for technical or customer support that are received by Contractor personnel and which pertain to third party software, other State applications, or State system issues shall be forwarded to the State for referral to the appropriate third party vendor or the State Help Desk.

A.8.d. Provide Monthly Account Management

(1) General. Account Management includes administration of accounts and billing support for credit / debit card / eCheck transactions and the management of those monthly accounts.

(2) Monthly Account Management. Management of monthly accounts includes:

(a) Account setup and maintenance (as required)

(b) Generate user IDs and communication to customers (as required)

(c) Customer billing questions

(d) Management of monthly accounts

A.8.e. Provide Customer Support Communications. The Contractor will provide a variety of customer support communications capabilities to include telephone, email, live web chat, and online help / tutorials as described below. For purposes of tracking customer service events for billing purposes, any form of Customer Service Request that results in a response from a live Contractor customer service representative shall constitute a "Customer Contact."

(1) Provide Telephonic Support

(a) Availability. The Contractor will provide telephonic availability on a 7 x 24 basis. This support must be provided to all users without additional charge to the State or customer. Voice mail, as an initial response to a customer call, is not an acceptable response, unless as a selected option by the customer.

(b) Telephonic Support Requirements. Telephonic support requirements include:

i. Response Requirement. All customer questions or inquiries must be responded to within one (1) business day.

ii. Logging Customer Telephone Calls. The Contractor will log customer telephone calls in the Remedy system to ensure inquiries are properly addressed in a timely fashion. Information to be logged by the Contractor will be sufficient such that audits of the log will determine who the call came from and when, what the nature of the call was, and the resolution or other action taken and by whom. The Contractor will propose to the State Portal Manager for approval the data to be included in the Customer Telephone Call Log.

iii. Reviewing Call Logs. The Contractor will review call logs to identify issues and rectify frequent inquiries.

iv. Record of Customer Telephonic Calls. The Contractor will provide and maintain a record of telephonic service calls and their disposition. The Record of Customer

Telephonic Calls will be made available to the State Portal Manager for review on a monthly basis in order to help the State identify and resolve customer issues.

(2) Provide Email Support

(a) Availability. Email support by the Contractor must be available on a 7 x 24 basis. This support must be provided to all users without additional charge.

(b) Email Support Requirements. Email support requirements include:

i. Response Requirement. All customer questions or inquiries must be responded to within one (1) business day.

ii. Logging Customer Email and Disposition. The Contractor will record and maintain customer email inquiries to ensure inquiries are addressed in a timely fashion. Information to be logged will be such that audits of the log will determine who the call came from, when, what the nature of the call was, and the resolution or other action taken and by whom. The Contractor will propose to the State Portal Manager for approval the format for the Customer Email Contact Log.

iii. Reviewing Email Logs. The Contractor will review email logs to identify and rectify issues and frequent inquiries.

iv. Record of Customer Email. The Contractor will provide and maintain a record of customer email and their disposition. The Record of Customer Email will be made available to the State Portal Manager for review on a monthly basis in order to help the State identify and resolve customer issues.

(3) Provide Online Help Information / Support

(a) Provide Live-Chat Support. The Contractor will operate and maintain a live chat capability that allows customers to communicate directly with a customer service representative via the web.

(b) Provide On-Line Help. The Contractor will provide on-line help and assistance, e.g. icons, directories, tutorials, for the Enterprise Portal and its services to users.

A.8.f. Baseline Application Customer Support Service. The Contractor shall provide Customer Support Service as described herein, meeting all relevant SLAs, assuming that the Contractor's Customer Service representatives must respond to up to 8,500 Customer Service requests ("Customer Contacts") per month. In the event that the total number of Customer Contacts per month exceeds this amount, the State shall compensate the Contractor for each additional Customer Contact as described in Contract Section C.3.b.iv.

A.8.g. Customer Service Compensation. The State will compensate the Contractor for Customer Service in accordance with Contract Section C.3.b.iv.

A.8.h. Customer Service SLAs. The SLAs for Deliverable Quality and Timeliness (Contract Attachment D, Item D.2) and Customer Service (Contract Attachment D, Item D.5) are applicable to Customer Service Baseline Services.

A.9. **Provide Project Management**

A.9.a. General. Project Management is a Variable Service. Project Management is the application of knowledge, skills, tools, and techniques to project activities to meet project requirements. These project management services only apply to approved Variable Service projects. The cost for project management services will be included as part of the Contractor's project proposal to the State.

A.9.b. Project Management Service Objective. The Contractor will provide Variable Services projects by providing project management per the SLAs outlined in Contract Attachment D – Service Level Agreements.

A.9.c. Develop and Maintain the Project Management Plan. The Contractor will provide a Project Management Plan in Microsoft Word with subsidiary plans to the State Portal Manager in order to manage Variable Services projects effectively and efficiently. The Project Management Plan describes the overall approach used to manage a project and documents how to execute, monitor, control and close a project. The Contractor will publish the Project Management Plan with subsidiary plans in a State designated repository and keep the Project Management Plan current through the completion of the Variable Services project.

(1) Tailoring the Project Management Plan. Variable Services projects will vary in size and complexity. As such, the Project Management Plan and subsidiary plans may be tailored to meet the size and complexity needs of the Variable Services project. Tailoring the Project Management Plan and subsidiary plans requires approval from the State Portal Manager and must be reflected in the project proposal submitted to the State.

(2) Develop and Execute the Staffing Management Plan

(a) General. The Staffing Management Plan is a subsidiary plan to the Project Management Plan and identifies the processes and procedures used to manage staff throughout the Contract. The plan describes the portal program organization, shows the total number of personnel, by category / type, that will be required on a monthly basis, describes the roles and responsibilities assigned to each staff, discusses transition of staff to other assignments, and details the use of consulting services.

(b) Contractor Project Team Organization Chart. The Contractor will document the Contractor Project Team in an Organization Chart showing key personnel and subordinate staff and their reporting relationships.

(c) Contractor Project Team Roles and Responsibilities. The Contractor will summarize the roles and responsibilities of staff identified in the Contractor Project Team Organization Chart.

(d) Contractor Project Staffing Plan. For staffing required on the project, the Contractor will develop a high-level staffing plan modeled on the below chart that shows the number of personnel, by type, that will be required on a monthly basis to implement the Contractor's solution. Fractions of whole numbers will be used to indicate personnel working part time, for example, 4.5 to indicate 4 full-time resources and 1 half-time resource.

Personnel Category	Month	Month	Month	Month	Month	Month	Month

(3) Develop and Execute the Communication Management Plan. The Contractor will prepare a Communication Management Plan as a subsidiary plan to the Project Management Plan. The Communication Management Plan will define the information and communication needs of the stakeholders, including who needs access to project information, the information needed, when needed, and how it is to be provided to them. The Contractor will update the Communication Management Plan throughout the project to reflect current information. Communications will include at a minimum the following:

(a) Project Kick-Off Meeting. The Contractor will formally announce the initiation of the project by conducting a Project Kick-Off Meeting with the State. This meeting will focus specifically on the responsibilities of the Contractor and working relationships and interactions between the Contractor and the State staff defined and approved by the State. The State Portal Manager will review and approve the presentation materials and handouts developed by the Contractor prior to the Project Kick-off Meeting. The Contractor will document the results of the meeting as notes and action items.

(b) Weekly Status Reports for State Project Team. The Contractor Project Manager will prepare weekly Status Reports that reflect the major activities for the reporting period, upcoming activities, and open issues. The Project Managers and Team Leaders will use the Status Report as a mechanism to monitor project activity and to detect potential problems or delays. Reports should be primarily in list form and will serve as agendas for meetings. Topics to be covered include:

i. A review of the project's Level 4 schedule (see Contract Section A.9.d below for descriptions of schedule level reporting). The Contractor will develop and maintain on a weekly basis a Level 4 schedule that defines the tasks necessary to achieve overall project success. The Level 4 schedule provides the management vehicle that correlates the approved project work scope reflected in the work breakdown structure (WBS), budget, and certain project risks. The Level 4 schedule reflects both baseline and current schedule data, including the critical path time line.

ii. A listing of significant departures from the Project Management Plan with explanations of causes and strategies to achieve realignment.

iii. A listing of tasks that were completed since the last report.

iv. Tasks that were delayed and reasons for delay.

v. Mitigation plans / activities to bring delayed tasks back in line with the schedule.

vi. Tasks in progress.

vii. Planned activities for the next scheduled period.

viii. Staffing concerns or issues encountered, proposed resolutions and actual resolutions.

ix. In-progress change requests and their status.

x. An updated report on project risks with recommendations for elimination or mitigation.

xi. A listing of any other topics that require attention from the State's Project Manager (if one is assigned), Project Sponsors, or the State Portal Manager.

(c) Weekly Status Meeting with the State Project Team. The State will conduct weekly status meetings (as necessary) with the State Portal Manager and appropriate State Project Team members and the Contractor to review the content of the Weekly Status Report. The Contractor will participate by providing status, documenting meeting notes, including action items for each weekly status meeting.

(4) Develop and Execute the Quality Management Plan. The Contractor Project Manager will follow the Portal Program Management Quality Management Plan delineated at Contract Section A.6.d.(10), or may develop and execute a tailored Quality Management Plan for the project after review and acceptance by the State Portal Manager, and appropriate State staff.

(5) Develop and Execute the Risk Management Plan. The Contractor Project Manager will follow the Portal Program Management Risk Management Plan delineated at Contract Section A.6.d.(6), or may develop and execute a tailored Risk Management Plan for the project after review and acceptance by the State Portal Manager, and appropriate State staff.

(6) Develop and Execute the Issue and Action Item Management Plan. The Contractor Project Manager will follow the Issue and Action Item Management Plan delineated at Contract Section A.6.d.(7), or may develop and execute a tailored Issue and Action Item Management Plan after approval by the State Portal Manager, and appropriate State staff.

(7) Develop and Execute Configuration Management Plan. The Contractor Project Manager will follow the Configuration Management Plan delineated at Contract Section A.6.d.(8), or may develop and execute a tailored Configuration Management Plan for the project after review and acceptance by the State Portal Manager, and appropriate State staff.

(8) Develop and Execute the Test Management Plan. The Contractor Project Manager will follow the Portal Program Management Test Management Plan delineated at Contract Section A.6.d.(11), or may develop and execute a tailored Test Management Plan for the project after review and acceptance by the State Portal Manager, and appropriate State staff.

A.9.d. Develop and Execute Project Schedules

(1) General. All schedules prepared by the Contractor will be in Microsoft Project.

(2) Level 1. A Level 1 schedule is an Executive Schedule that highlights major project activities, milestones, and key deliverables for the whole project. The Contractor will provide a Level 1 Executive Schedule to the PAC as requested. The State reserves the option to request the Contractor provide a Level 2 or 3 schedule if the PAC determines more schedule detail is required to provide adequate oversight and direction for the project.

(3) Level 2. A Level 2 schedule, also called a Summary Master Schedule, depicts the overall project broken down into its major components by area and is used for higher-level management reporting.

(4) Level 3. A Level 3 schedule is a Project Coordination Schedule that spans the whole of the project and includes all major milestones, major elements of design, engineering, procurement, construction, testing, and implementation. The Contractor will provide a Level 3 Schedule to the State Portal Manager at the start of the Project. This schedule defines the overall critical path and is the primary coordination tool for the overall project.

(5) Level 4. A Level 4 schedule, also called the Execution Schedule, is the key working level schedule displaying the activities to be accomplished by the project team. The dates generated by the schedule activities represent the anticipated start and completion of work required to complete the phase / project. The Contractor will keep the Execution Schedule to a sensible size that can be easily managed, updated, and validated. Activities are generally over a week in duration. The Contractor will provide and maintain a Level 4 schedule to the State Portal Manager for the current system development life cycle phase. Future project phases may be displayed as a Level 3 "look-ahead" provided that the Contractor submits a Level 4 schedule to the State Portal Manager prior to work commencing on future phases. The State will coordinate their resources and project support based on the Level 4 Schedule.

(6) Level 5. A Level 5 schedule is the "Detail Schedule." The Level 5 schedule is a short-term schedule developed and used by the Contractor's project team to plan and coordinate their work as necessary at the detail level (a detailed "weekly schedule").

A.9.e. Applicable Project Management SLAs. The SLAs for Deliverable Quality and Timeliness (Contract Attachment D, Item D.2) and Project Management (Contract Attachment D.6) are applicable to Project Management Variable Services.

A.9.f. Project Management Compensation. The State will compensate the Contractor for Project Management within the context of the relevant Statement of Work (SOW), at the Consulting Services Hourly Rates given in Contract Section C.3.b.v.(1).

A.10. **Develop Applications**

A.10.a. General. Develop Applications is a Variable Service. The State is continually seeking additional cost-effective, convenient, and secure avenues for citizens and businesses to interact and conduct business with the State of Tennessee. As such, throughout the period of this contract, agencies may request new applications or enhancements to existing applications to be developed to provide additional information and/or a new capability for our citizens and businesses to transact business with the State.

The Contract will develop applications using JAVA, .NET, or other State-standard product. In all development or enhancement work performed, the Contract shall adhere to State standards and policies. See Contract Sections A.7.l.(5) and A.10.g.

The State shall compensate the Contractor for new application development in one of two ways:

(1) Transaction Based Application Development – The Contractor's development cost will be built into and recovered over time through the Transaction Fee that the Contractor has proposed for the application in question. This Fee must be approved by the Portal Advisory Committee prior to starting development work on the application. See Contract Section C.3.b.iii.(1) for compensation details.

(2) Non-Transaction Based Application Development – The State will compensate the Contractor for application development and implementation using an SOW process and the Consulting Services Hourly Rates. See Contract Section C.3.b.v.(1) for compensation details.

A.10.b. Develop Applications Objective. The Contractor will work through the State Portal Manager and with the agencies in responding to agency requests for service in developing new applications or enhancements to existing applications.

A.10.c. Non-Portal Application Development. In the event the Contractor has knowledge of the State's infrastructure that would significantly reduce the application development cost to the State, the State has the option to request the Contractor to develop applications that are not accessed by the citizenry through the State's Enterprise Portal. Non-portal applications are subject to the same State approvals as other Variable Services Projects. See Contract Section A.6.h – Prepare Proposals for Variable Services Projects.

A.10.d. Conduct System Development Life Cycle Activities. The Contractor will develop new applications via the Contractor's System Development Life Cycle and per the Project Management Variable Services at A.9 – Project Management Services and the Service Level Agreements outlined in Contract Attachment D.

A.10.e. Develop and Execute the Level 4 Project Schedule. After the State has approved a Variable Services Project Proposal (see Contract Section A.6.h.(2)), the Contractor Project Manager will develop and execute a Level 4 Project Schedule developed in Microsoft Project. The Contractor Project Manager is responsible for providing a realistic application development or enhancement schedule. The State has no desire to force an unachievable timeline on the Contractor project team and places a high value on the Contractor's expertise and experience in this area to arrive at an appropriate, honest, and realistic assessment of the time it will take to develop or enhance applications.

A.10.f. Maximize Re-Use of Existing Portal / Application Source Code

(1) General. The Contractor application development team will make maximum use of existing portal / application source code to develop new applications.

(2) State Ownership of Source Code

(a) The State owns the existing portal application source code and will provide the source code to the Contractor at contract start.

(b) The State will own the application source code for any new or revised source code produced under this contract. See Contract Section E.9 for specifics on ownership of work products.

(3) Contractor Source Code Responsibility

(a) The Contractor will create / revise portal / application source code as necessary to be compliant with State standards.

(b) When creating new application source code or revising existing source code, the Contractor will make maximum use of existing State-owned source code. If existing State-owned source code will not be used, the Contractor must justify the non-use of existing source code in a written report to the State Portal Manager.

(c) The Contractor will provide the State the new / revised source code in an electronically readable form after successfully implementing the new / revised source code within the production environment.

(d) Accompanying the Source Code will be the Application Release Notes associated with any newly created / revised source code to include at a minimum:

i. The Application Name / Release Number / Release Date

ii. A brief overview of the product and changes (in the absence of other formal documentation)

iii. A brief overview of the purpose of the release note with a listing of what is new in this release, including bug fixes and new features

iv. What different actions are needed by the end-users of the application (to include whether other functionality is impacted by these changes)

v. Changes required in the daily process of administering the software

vi. Notes about software or hardware installation, upgrades and product documentation (including documentation updates)

(e) The Contractor will maintain all source code under agreed-upon change control/version control processes.

A.10.g. Develop New or Enhance Existing Applications. The Contractor must communicate to the State, in writing, all proposed changes to portal applications and static content prior to implementation. Failure to do so will result in Contractor providing to the State twenty (20) additional Credit Units (for a discussion of Credit Units, see Attachment D, Section D.1.f.

(1) Comply with State Web Development Guidelines. The Contractor will follow State procedures and guidelines for Web development. The procedures and guidelines can be found on the Internet at www.tn.gov/guidelines. This site includes the Governor's Web Publishing Policy as well as other pertinent web development information.

(2) Comply with State Enterprise Architecture. Application development will be in compliance with the State Enterprise Architecture in State-standard languages per the contract.

(3) Comply with State Enterprise Security Policy. Application development will be in compliance with the State's Enterprise Security Policy.

(4) Comply with the State Secure Application Development Guide. Application development must be in compliance with the State Secure Application Development Guide. A copy of the Secure Application Development Guide will be provided by the State Portal Manager. See also Contract Section A.7.l.(5).

(5) Comply with State Data Security Requirements. For data security requirements see Contract Section A.7.l.(5).

(6) Comply with State Branding. The Contractor will maintain across State agencies a State-approved Branding that is visually appealing and provides a consistent "look and feel" (navigation, page layout, features and functionality) for the citizens and businesses visiting the Portal.

(7) Comply with the Multilingual Capability Requirement. The State Enterprise Portal and Web Applications (as requested) provided by the Contractor will be accessible in multiple languages. At a minimum, the State Enterprise Portal will be accessible in English and Spanish.

(8) Comply with Section 508 Regulations. The State Enterprise Portal and web applications will adhere to the Americans with Disabilities Act (ADA) guidelines and Section 508 of the Rehabilitation Act Amendments of 1998.

A.10.h. Variable Services Application Development Process

(1) The State will initiate a Variable Services Application Development project by requesting, in writing, that the vendor perform a preliminary analysis of the development project request. Assuming the State decides to proceed with the project, the State will authorize further Contractor research and efforts through the Change Request process. See Contract Section A.6.h for a detailed discussion of the Preliminary Research and Change Request processes.

(2) With regard to ongoing Application Operation and Maintenance ("Application Support") for newly developed applications, the SOW through which the State requested the development work will specify which category of Application Support applies: (a) Transaction Based Application Support; (b) Non-Transaction Based Application Support; or (c) Subscription Services. Each of these categories has its own compensation method, which will allow the Contractor to recover its support costs throughout the life of the application. See Contract Section C.3.b.iii.

For Transaction-Based Application Support, the State and the Contractor will agree upon the per-transaction Application Support fees for each remaining year of the Contract and will record these fees in the written SOW. Ultimately, prior to beginning work, the State and the Contractor will sign a Memorandum of Understanding that defines the work to be done, including the ongoing Application Support fees that will apply. Individual Application Support fees that do not necessitate an increase in Contract funding will not require a formal Contract Amendment. However, any new Application Support fees defined in this way will be added to the next Contract amendment that occurs in the normal course of Contract administration.

(3) The State shall have the option to cancel the project at any point in the project lifecycle. In this event, and upon receiving from the Contractor adequate documentation of the work completed as of the date of project termination, the State shall compensate the Contractor for work that has been satisfactorily completed.

A.10.i. Develop Applications SLAs. The SLAs for Deliverable Quality and Timeliness (Contract Attachment D, Item D.2) and Project Management (Contract Attachment D, Item D.6) are applicable to Develop Applications Variable Services.

A.10.j. State Purchase of Non-Transaction Based Application Support Work Product. Prior to the award of this contract the State may have engaged the prior Portal vendor to develop applications using the Non-Transaction Based Application Support model described in Contract Section A.7.m.(1)(b) and this/these applications were not completed and/or implemented. In this event, at the State's option, the State will compensate the prior Portal vendor for the cost of Work Products completed as of the State's request to settle for the completed work.

If the State obtains Work Product in this manner, the Contractor agrees that, at the State's request, the Contractor will take over the development work on the application in question and will complete the development under the Non-Transaction Based Application Support model. The agreement will be formalized through an SOW/MOU process as described in Contract Section A.10.h.(5).

A.11. **Upgrade Portal Functionality / Technology**

A.11.a. General. Upgrade Portal Functionality / Technology is a Variable Service. The usage of the State's Enterprise Portal will grow during the period of this contract. In addition, new portal technology and capabilities are created by industry each year that enhances our ability to communicate with and provide new services to citizens and businesses. The Upgrade Portal Functionality / Technology Projects Variable Services Objective allows the State Enterprise Portal system (hardware and software) to be appropriately scaled to meet performance requirements, and to stay current with technologies and capabilities of the portal industry.

A.11.b. Upgrade Portal Functionality / Technology Objective. The Contractor will work through the State Portal Manager and with the agencies in responding to agency requests for service in upgrading portal functionality and/or technologies.

A.11.c. Obtain Waiver / Exception for Non-State Standard Products. The Contractor may request a waiver or an exception to a policy, standard (compliance component), or standard product (product component) via the State's Waiver / Exception Process in order to implement proposed new functionality and/or technologies. The State's Waiver / Exception Request Form will be used for this purpose and will be provided by the State Portal Manager.

A.11.d. Obtain Approval of Project Proposal. After any waivers or exceptions to policies are obtained for the new functionality and/or technologies proposed, the Contractor will obtain approval of the Upgrade Portal Functionality and/or Technologies Project Proposal.

A.11.e. Procure New Portal Functionality / Technology. The State reserves the option to procure new portal functionality / technology from existing State contracts. The Contractor is responsible for the implementation of new functionality and/or technologies to support the State Enterprise Portal per the approved project proposal, System Development Life Cycle methodology, and project management services as described below or elsewhere in this contract. The Contractor may invoice the State for hourly consulting services costs, if such are required to implement the new functionality.

A.11.f. Develop and Execute the Level 4 Project Schedule. After the State has approved a Variable Services Project Proposal (see Contract Section A.6.h.(2)), the Contractor Project Manager will develop and execute a Level 4 Project Schedule developed in Microsoft Project. The Contractor Project Manager is responsible for providing a realistic schedule to upgrade functionality and/or technologies for the State's Enterprise Portal. The State has no desire to force an unachievable timeline on the Contractor project team and places a high value on the Contractor's expertise and experience in this area to arrive at an appropriate, honest, and realistic assessment of the time it will take to upgrade the Enterprise Portal's functionality and/or technologies deployed.

A.11.g. Conduct System Development Life Cycle Activities. The Contractor will upgrade the Enterprise Portal's functionality and/or technologies to be deployed via the Contractor's System Development Life Cycle and per the Project Management Variable Services at Contract Section A.9 – Provide Project Management and the SLAs outlined in Contract Attachment D – Service Level Agreements.

A.11.h. Upgrade Portal Functionality / Technology SLAs. The SLAs for Deliverable Quality and Timeliness (Contract Attachment D, Item D.2) and Project Management (Contract Attachment D, Item D.6) are applicable to Upgrade Portal Functionality / Technology Variable Services.

A.11.i. Upgrade Portal Functionality/Technology Compensation. The State will compensate the Contractor for upgrading Portal functionality/technology within the context of the relevant SOW using the Consulting Services Hourly Rates described in Contract Sections C.3.b.v.(1).

A.12. **Compensation for Variable Services.** The State shall compensate the Contractor for Variable Services (Contract Sections A.9, A.10, and A.11) using hourly rate payments, in accordance with Contract Section C.3.b.v.(1). The requirements for each Variable Services project will be specified in an SOW, to which the Contractor will respond with a fixed-price estimate (see Contract Section A.10.h). This fixed-price estimate shall be based upon the hourly rate payments specified in the above Contract Section.

A.13. **Independent Security Audits.** The State will perform independent security audits throughout the period of the contract. The Contractor will assist the State and individual agencies in support of security assessments and audits as necessary, by providing the physical and logical access reasonably required for authorized representatives to satisfy assessment and audit tasks.

A.14. **State's Right to Remove Portal Applications.** The State has the right, without penalty, liability, or any other form of obligation to the Contractor, at any point during the Contract term, to remove any Portal Interface / Application from the suite of Portal Interfaces / Applications that the Contractor is supporting.

B. CONTRACT TERM:

B.1. Initial Term. This Contract shall be effective for the period commencing on April 1, 2011 and ending on September 30, 2014. The State shall have no obligation for services rendered by the Contractor which are not performed within the specified period.

B.2. Term Extension. The State reserves the right to extend this Contract for an additional period or periods of time representing increments of no more than eighteen (18) months and a total contract term of no more than five (5) years, provided that such an extension of the contract term is effected prior to the current, contract expiration date by means of an amendment to the Contract. If the extension of the Contract necessitates additional funding beyond that which was included in the original Contract, the increase in the State's maximum liability will also be effected through an amendment to the Contract, and shall be based upon payment rates provided for in the original Contract.

B.3. Transition-Out Period. The final six (6) months of the Contract Term, whether this is the Initial Term or a Term Extension thereof, are designed as a Transition-Out period to be invoked in the event that the State awards a subsequent Enterprise Portal contract to a vendor other than the Contractor. This will allow time for the Contractor to execute the Transition-Out and Closeout Plan (see Contract Section A.6.g). The Contractor cannot start any new Portal application development activities during the six-month Transition-Out period.

C. PAYMENT TERMS AND CONDITIONS:

C.1. Maximum Liability. In no event shall the maximum liability of the State under this Contract exceed Fifteen Million, Nine-Hundred Eighty-Eight Thousand, Three Hundred Fifty Dollars and No Cents ($15,988,350.00). The payment rates in Section C.3 shall constitute the entire compensation due the Contractor for the Service and all of the Contractor's obligations hereunder regardless of the

difficulty, materials or equipment required. The payment rates include, but are not limited to, all applicable taxes, fees, overheads, and all other direct and indirect costs incurred or to be incurred by the Contractor.

The Contractor is not entitled to be paid the maximum liability for any period under the Contract or any extensions of the Contract for work not requested by the State. The maximum liability represents available funds for payment to the Contractor and does not guarantee payment of any such funds to the Contractor under this Contract unless the State requests work and the Contractor performs said work. In which case, the Contractor shall be paid in accordance with the payment rates detailed in Section C.3. The State is under no obligation to request work from the Contractor in any specific dollar amounts or to request any work at all from the Contractor during any period of this Contract.

C.2. Compensation Firm. The payment rates and the maximum liability of the State under this Contract are firm for the duration of the Contract and are not subject to escalation for any reason unless amended.

C.3. Payment Methodology. The Contractor shall be compensated based on the payment rates herein for units of service authorized by the State in a total amount not to exceed the Contract Maximum Liability established in Section C.1.

a. The Contractor's compensation shall be contingent upon the satisfactory completion of units, milestones, or increments of service defined in Section A.

b. The Contractor shall be compensated for said units, milestones, or increments of service based upon the following payment rates:

i. Transition-In Services (Contract Section A.5)

Service Description	**Amount** (per compensable increment) (07/01/11 – 09/30/11)
Completion of the requirements to Establish the Portal Program Management Office at Contract Sections: A.5.d.(2) – Contractor Portal Program Management Office, A.5.d.(3) – Staffing to Execute Baseline Services, A.5.d.(4) – Prepare the Portal Transition-In Level-3 Schedule. Payable upon State's written approval of A.5.d – Establish the Portal Program Management Office per the requirement at A.5.c (2) – Approval of Transition-In Requirements.	$ 0.00
Completion of the requirements to Implement the Portal Program Management Plan at Contract Sections: A.5.e (2)(b) – Develop the Staffing Management Plan, A.5.e (2)(c) – Develop the Communication Management Plan, A.5.e (2)(d) – Develop the Risk Management Plan, A.5.e (2)(e) – Develop the Issue and Action Item Management Plan, A.5.e (2)(f) – Develop the Configuration Management Plan, A.5.e (2)(g) - Issue Resolution / Defect Management, A.5.e (2)(h) – Develop the Quality Management Plan, A.5.e (2)(i) – Develop the Test Management Plan,	$ 0.00 TO BE PAID OUT IN INCREMENTS OF 1/10TH OF THE DOLLAR AMOUNT LISTED ABOVE: $ 0.00 EACH

A.5.e (2)(j) – Develop the Change Control Plan, A.5.e (2)(k) – Develop the Enterprise Portal Marketing Plan 1/10th of the amount for this Transition Services Fixed Price component is payable upon State's written approval of each of the requirements listed above for A.5.e – Implement the Portal Program Management Plan per the requirement at A.5.c (2) – Approval of Transition-In Requirements.	
Completion of the requirements to Conduct Familiarization and Transition Applications Operations and Maintenance at Contract Sections: A.5.f.(1) – Familiarization with the Portal Applications, A.5.f.(2) – Edit and Test Source Code. Payable upon State's written approval of A.5.f – Conduct Familiarization and Transition Applications Operations and Maintenance per the requirement at A.5.c (2) – Approval of Transition-In Requirements.	$ 0.00
Completion of the requirements to Conduct Familiarization and Transition Portal Customer Service at Contract Sections: A.5.g.(1) – Familiarization with Customer Service Process and Procedures, A.5.g.(2) – Implement a Web-based Customer Satisfaction Survey. Payable upon State's written approval of A.5.g – Conduct Familiarization and Transition Portal customer Service per the requirement at A.5.c.(2) – Approval of Transition-In Requirements.	$ 0.00
Completion of the requirements for Compliance with Payment Card Industry Data Security Standard at Contract Sections: A.5.h.(1) – External Payment Engine, A.5.h.(2) – PCI DSS Compliance Assessment. Payable upon State's written approval of A.5.h – Compliance with Payment Card Industry Data Security Standard per the requirement at A.5.c.(2) – Approval of Transition-In Requirements.	$ 0.00

(1) The State will compensate the Contractor for Transition-In Services upon the completion of each body of work detailed above as indicated by the State's written approval of all required tasks and deliverables.

ii. **Portal Program Management (Contract Section A.6)**

Service Description	Amount (per compensable increment)				
	Year 1 (04/01/11 – 03/31/12)	**Year 2** (04/01/12 – 03/31/13)	**Year 3** (04/01/13 – 03/31/14)	**Year 4** (04/01/14 – 03/31/15)	**Year 5** (04/01/15 – 03/31/16)
Portal Program Management	$ 22,000.00 per month	$ 22,000.00 per month	$ 22,000.00 per month	$ 22,000.00 per month	$ 22,000.00 per month

(1) Compensation to the Contractor for Portal Program Management shall begin at the start date of the Contract, and the Contractor shall invoice the State for the first payment following the end of the first month of the Contract.

iii. **Applications Operation and Maintenance (Contract Section A.7).** There are three compensation categories under Applications Operation and Maintenance: Transaction Based Application Support; Non-Transaction Based Application Support; and Subscription Services. Detailed descriptions of these categories follow:

(1) Transaction Based Application Support (Contract Section A.7.m.(1)(a). The State will compensate the Contractor as follows for the operation and maintenance of Transaction Based Portal Applications. For additional information concerning Transaction Based applications, see Contract Attachment B, Current Portal Contractor Supported Applications.

Service Description	Amount (per compensable increment)				
	Year 1 (04/01/11 – 03/31/12)	**Year 2** (04/01/12 – 03/31/13)	**Year 3** (04/01/13 – 03/31/14)	**Year 4** (04/01/14 – 03/31/15)	**Year 5** (04/01/15 – 03/31/16)
Professional License Renewals	$ 2.00 per trans-action	$ 2.00 per trans-action	$ 2.00 per trans-action	$ 2.00 per trans-action	$ 2.00 per trans-action
Events Setup & Registration	$ 1.50 per trans-action	$ 1.50 per trans-action	$ 1.50 per trans-action	$ 1.50 per trans-action	$ 1.50 per trans-action
First Lady's Shop	$ 1.00 per trans-action	$ 1.00 per trans-action	$ 1.00 per trans-action	$ 1.00 per trans-action	$ 1.00 per trans-action
Executive Residence Donation Site	$ 1.00 per trans-action	$ 1.00 per trans-action	$ 1.00 per trans-action	$ 1.00 per trans-action	$ 1.00 per trans-action
Health Licensing Renewal	$ 3.50 per trans-action	$ 3.50 per trans-action	$ 3.50 per trans-action	$ 3.50 per trans-action	$ 3.50 per trans-action
Prevailing Wage	$ 4.00 per trans-action	$ 4.00 per trans-action	$ 4.00 per trans-action	$ 4.00 per trans-action	$ 4.00 per trans-action
Case Management & Review	$ 1.00 per trans-action	$ 1.00 per trans-action	$ 1.00 per trans-action	$ 1.00 per trans-action	$ 1.00 per trans-action

Service Description	Amount (per compensable increment)				
	Year 1 (04/01/11 – 03/31/12)	**Year 2** (04/01/12 – 03/31/13)	**Year 3** (04/01/13 – 03/31/14)	**Year 4** (04/01/14 – 03/31/15)	**Year 5** (04/01/15 – 03/31/16)
Workers Comp Filing	$ 1.50 per trans-action	$ 1.50 per trans-action	$ 1.50 per trans-action	$ 1.50 per trans-action	$ 1.50 per trans-action
County and City Business Tax	$ 1.00 per trans-action	$ 1.00 per trans-action	$ 1.00 per trans-action	$ 1.00 per trans-action	$ 1.00 per trans-action
Consumer Use Tax	$ 1.00 per trans-action	$ 1.00 per trans-action	$ 1.00 per trans-action	$ 1.00 per trans-action	$ 1.00 per trans-action
Online Tax Debit	$ 0.75 per trans-action	$ 0.75 per trans-action	$ 0.75 per trans-action	$ 0.75 per trans-action	$ 0.75 per trans-action
Franchise & Excise Tax	$ 2.50 per trans-action	$ 2.50 per trans-action	$ 2.50 per trans-action	$ 2.50 per trans-action	$ 2.50 per trans-action
Individual Income Tax (Hall Tax)	$ 2.50 per trans-action	$ 2.50 per trans-action	$ 2.50 per trans-action	$ 2.50 per trans-action	$ 2.50 per trans-action
Business Registration Tax	$ 2.50 per trans-action	$ 2.50 per trans-action	$ 2.50 per trans-action	$ 2.50 per trans-action	$ 2.50 per trans-action
Professional Privilege Tax Filing	$ 1.50 per trans-action	$ 1.50 per trans-action	$ 1.50 per trans-action	$ 1.50 per trans-action	$ 1.50 per trans-action
Interactive Vehicle Title & Registration	$ 1.00 per trans-action	$ 1.00 per trans-action	$ 1.00 per trans-action	$ 1.00 per trans-action	$ 1.00 per trans-action
Sales Tax	$ 1.00 per trans-action	$ 1.00 per trans-action	$ 1.00 per trans-action	$ 1.00 per trans-action	$ 1.00 per trans-action
Renew Vehicle Tags (see Contract Section C.3.b.iii.(1)(e) below)	$ 1.00 per trans-action	$ 1.00 per trans-action	$ 1.00 per trans-action	$ 1.00 per trans-action	$ 1.00 per trans-action
Professional Privilege Tax Batch Filings	$ 1.00 per trans-action	$ 1.00 per trans-action	$ 1.00 per trans-action	$ 1.00 per trans-action	$ 1.00 per trans-action
Franchise & Excise Long Form	$ 1.00 per trans-action	$ 1.00 per trans-action	$ 1.00 per trans-action	$ 1.00 per trans-action	$ 1.00 per trans-action
Status of Moving Vehicle Record	$ 1.00 per trans-action	$ 1.00 per trans-action	$ 1.00 per trans-action	$ 1.00 per trans-action	$ 1.00 per trans-action
Driver License Duplicates	$ 1.50 per trans-action	$ 1.50 per trans-action	$ 1.50 per trans-action	$ 1.50 per trans-action	$ 1.50 per trans-action
Driver License Reinstatements and Reinstatement Inquiries	$ 1.00 per trans-action	$ 1.00 per trans-action	$ 1.00 per trans-action	$ 1.00 per trans-action	$ 1.00 per trans-action
Driver License Renewals	$ 2.50 per trans-action	$ 2.50 per trans-action	$ 2.50 per trans-action	$ 2.50 per trans-action	$ 2.50 per trans-action

Service Description	Amount (per compensable increment)				
	Year 1 (04/01/11 – 03/31/12)	**Year 2** (04/01/12 – 03/31/13)	**Year 3** (04/01/13 – 03/31/14)	**Year 4** (04/01/14 – 03/31/15)	**Year 5** (04/01/15 – 03/31/16)
Moving Vehicle On-Line Request (MVOR). Includes: Interactive Moving Vehicle Record Batch Moving Vehicle Record	$ 2.00 per trans-action	$ 2.00 per trans-action	$ 2.00 per trans-action	$ 2.00 per trans-action	$ 2.00 per trans-action
State Parks Reservations	$ 2.50 per trans-action	$ 2.50 per trans-action	$ 2.50 per trans-action	$ 2.50 per trans-action	$ 2.50 per trans-action
Campground Reservations	$ 3.00 per trans-action	$ 3.00 per trans-action	$ 3.00 per trans-action	$ 3.00 per trans-action	$ 3.00 per trans-action
Local Government Investment Pool	$ 2.00 per trans-action	$ 2.00 per trans-action	$ 2.00 per trans-action	$ 2.00 per trans-action	$ 2.00 per trans-action
Wildlife Donations	$ 1.00 per trans-action	$ 1.00 per trans-action	$ 1.00 per trans-action	$ 1.00 per trans-action	$ 1.00 per trans-action
Support Services and Agency-Maintained Application Usage – Tennessee On-line Payment Engine (TOPE)	$ 1.00 per trans-action	$ 1.00 per trans-action	$ 1.00 per trans-action	$ 1.00 per trans-action	$ 1.00 per trans-action

(a) Compensation for Application Support services for existing and new applications shall be made on a monthly basis. Each month that a State-approved application is in production, the Contractor shall track the number of successful transactions processed for that application during the billing month; the Contractor will then multiply the number of successful transactions times the per-transaction amount to determine the billing amount. All Transaction Based compensation shall be subject to the timing, documentation, reconciliation, and all other stipulations of Contract Section C.5 below.

(b) Assuming the requirements of Section C.5 are met, compensation to the Contractor for Transaction Based Application Support for existing applications shall begin upon the State's written approval of the completion of the Transition-In Services described in Contract Section A.5.

(c) Assuming the requirements of Section C.5 are met, compensation to the Contractor for Transaction Based Application Support for a new application shall begin upon the State's written approval of the implemented application.

(d) Depending upon the adoption rate of a given application, the amount of time that the application has been implemented, and the day-to-day stability of the application, the State may determine that the Contractor is over-recovering its expenses at the current transaction fee. In this event, the Contractor agrees: (1) to provide the State with documentation of development and ongoing support expenses pertaining to the application; and (2) if the documentation indicates an over-recovery situation, the Contractor agrees to negotiate in good faith a lower transaction fee to reflect the Contractor's actual ongoing expenses, plus a reasonable profit on the services provided.

(e) If the transaction count for Renew Vehicle Tags transactions exceeds 100,000 in a given Contract year, the per-transaction fees detailed herein shall be decreased in the following increments, and the reduced rates shall apply for the remainder of that Contract Year, or until such time as they are further adjusted downward by additional usage volume:

100,001 – 200,000	$ 0.75
200,001 – 300,000	$ 0.50
Greater Than 300,000.00	$ 0.25

(2) Non-Transaction Based Application Support (Contract Section A.7.m.(1)(b). For additional information concerning Non-Transaction Based applications, see Contract Attachment B, Current Portal Contractor Supported Applications.

Service Description	**Amount** (per compensable increment)				
	Year 1 (04/01/11 – 03/31/12)	**Year 2** (04/01/12 – 03/31/13)	**Year 3** (04/01/13 – 03/31/14)	**Year 4** (04/01/14 – 03/31/15)	**Year 5** (04/01/15 – 03/31/16)
Non-Transaction Based Application Support Services – Consulting Services Related	$ 660.00 per applic. per month	$ 660.00 per applic. per month	$ 660.00 per applic. per month	$ 660.00 per applic. per month	$ 660.00 per applic. per month
Non-Transaction Based Application Support Services – TNTRACK	$ 25.00 per user per year	$ 25.00 per user per year	$ 25.00 per user per year	$ 25.00 per user per year	$ 25.00 per user per year

(a) Compensation to the Contractor for Non-Transaction Based Application Support – Consulting Services Related for existing applications shall begin upon the State's written approval of the completion of the Transition-In Services described in Contract Section A.5.

(b) Compensation to the Contractor for Non-Transaction Based Application Support – Consulting Services Related for a new application shall begin upon the State's written approval of the implemented application.

(c) Compensation to the Contractor for Non-Transaction Based Application Support – TNTRACK will provide application access for one (1) user account; it will also provide Subscription Services for the TNTRACK application at no additional charge. It will be collected and pro-rated as described in Contract C.3.b.iii.(3)(a).

(3) Subscription Services (Contract Section A.7.m.(1)(c). This fee will be paid directly to the Contractor by the Subscriber of the Portal application for Subscription Services. For additional information concerning Subscription Services, see Contract Attachment B, Current Portal Contractor Supported Applications.

Service Description	**Amount** (per compensable increment)				
	Year 1 (04/01/11 – 03/31/12)	**Year 2** (04/01/12 – 03/31/13)	**Year 3** (04/01/13 – 03/31/14)	**Year 4** (04/01/14 – 03/31/15)	**Year 5** (04/01/15 – 03/31/16)
Subscription Services	$ 75.00 per year	$ 75.00 per year	$ 75.00 per year	$ 75.00 per year	$ 75.00 per year

(a) Compensation to the Contractor for Subscription Services shall begin upon the State's written approval of the completion of the Transition-In Services described in Contract Section A.5. Subscription fees will be paid in advance of the year for which the Subscription Services are in effect, and each yearly term shall run from July 1 to June 30.

As a result of the foregoing, there may be an offset between the July 1 start date and the actual date on which the Contractor begins providing Subscription Services. In addition, the end date of the Contract may be such that the Contractor does not provide a full year of Subscription Services at the end of the Contract. In each of these cases, the Contractor shall prorate the invoice to reflect the actual length of time the Contractor has provided the services. Such proration shall be calculated in terms of days of service provided, rounded to the nearest full day.

(b) Subscription Services fees may be collected from Subscribers for existing applications after the State's written approval of the completion of the Transition-In Services described in Contract Section A.5.

(c) Subscription Services fees may be collected from Subscribers for new applications upon the State's written approval of the implemented application. Proration shall be applied to Subscription Services fees for new applications as well, in the same manner described in Contract Section C.3.b.iii.(3)(a) above.

(d) Each Yearly Subscription Fee will provide access to a single Portal application, for up to ten (10) user accounts. If the entity using the application requires more than ten user accounts, then the entity must pay an additional subscription fee, or fees, to cover the additional user accounts; each fee will provide up to ten (10) additional users.

iv. **Customer Service (Contract Section A.8)**

Service Description	Amount (per compensable increment)				
	Year 1 (04/01/11 – 03/31/12)	**Year 2** (04/01/12 – 03/31/13)	**Year 3** (04/01/13 – 03/31/14)	**Year 4** (04/01/14 – 03/31/15)	**Year 5** (04/01/15 – 03/31/16)
Customer Service – Up to and including 8,500 Customer Contacts per month	$ 15,000.00 per month	$ 15,000.00 per month	$ 15,000.00 per month	$ 15,000.00 per month	$ 15,000.00 per month
Customer Service – For each Customer Contact that exceeds 8,500 Customer Contacts per month	$ 0.00 per customer contact	$ 0.00 per customer contact	$ 0.00 per customer contact	$ 0.00 per customer contact	$ 0.00 per customer contact

Compensation to the Contractor for Customer Service shall begin upon the State's written approval of the completion of the Transition-In Services described in Contract Section A.5.

v. **Application Development (Contract Sections A.9, A.10, A.11, and A.12)**

(1) Consulting Services Hourly Rates

Service Description	Amount (per compensable increment)				
	Year 1 (04/01/11 – 03/31/12)	**Year 2** (04/01/12 – 03/31/13)	**Year 3** (04/01/13 – 03/31/14)	**Year 4** (04/01/14 – 03/31/15)	**Year 5** (04/01/15 – 03/31/16)
Project Manager	$ 140.00 per hour	$ 140.00 per hour	$ 140.00 per hour	$ 140.00 per hour	$ 140.00 per hour
Component Architect	$ 175.00 per hour	$ 175.00 per hour	$ 175.00 per hour	$ 175.00 per hour	$ 175.00 per hour
Lead JAVA / .NET Developer	$ 135.00 per hour	$ 135.00 per hour	$ 135.00 per hour	$ 135.00 per hour	$ 135.00 per hour
Certified JAVA / .NET Developer	$ 140.00 per hour	$ 140.00 per hour	$ 140.00 per hour	$ 140.00 per hour	$ 140.00 per hour
Non-Certified JAVA / .NET Developer	$ 120.00 per hour	$ 120.00 per hour	$ 120.00 per hour	$ 120.00 per hour	$ 120.00 per hour
Web Designer / Developer	$ 125.00 per hour	$ 125.00 per hour	$ 125.00 per hour	$ 125.00 per hour	$ 125.00 per hour
Web Publisher	$ 75.00 per hour	$ 75.00 per hour	$ 75.00 per hour	$ 75.00 per hour	$ 75.00 per hour
Advanced Web Publisher	$ 135.00 per hour	$ 135.00 per hour	$ 135.00 per hour	$ 135.00 per hour	$ 135.00 per hour
Web Programmer	$ 120.00 per hour	$ 120.00 per hour	$ 120.00 per hour	$ 120.00 per hour	$ 120.00 per hour
Advanced Web Programmer	$ 135.00 per hour	$ 135.00 per hour	$ 135.00 per hour	$ 135.00 per hour	$ 135.00 per hour

Service Description	Amount (per compensable increment)				
	Year 1 (04/01/11 – 03/31/12)	**Year 2** (04/01/12 – 03/31/13)	**Year 3** (04/01/13 – 03/31/14)	**Year 4** (04/01/14 – 03/31/15)	**Year 5** (04/01/15 – 03/31/16)
Business Analyst I	$ 95.00 per hour	$ 95.00 per hour	$ 95.00 per hour	$ 95.00 per hour	$ 95.00 per hour
Business Analyst II	$ 115.00 per hour	$ 115.00 per hour	$ 115.00 per hour	$ 115.00 per hour	$ 115.00 per hour
Business Analyst III	$ 140.00 per hour	$ 140.00 per hour	$ 140.00 per hour	$ 140.00 per hour	$ 140.00 per hour

(a) The Contractor shall not be compensated for travel time to the primary location of service provision.

vi. <u>Moving Vehicle Online Request (MVOR) Rebate</u>

(1) At the end of each month, in accordance with the provisions of Contract Section C.5 below, the Contractor will submit an invoice to the State. This invoice will itemize legitimate charges to the State for each applicable compensation category detailed in Contract Section C.3.b. In addition to amounts owed by the State to the Contractor, the invoice will also include documentation of the MVOR rebate, which the Contractor shall make to the State in the form of an ACH credit. This rebate amount shall be calculated based upon the "gross revenue" from MVOR transactions for that invoice month, using the formula described below. As described in Contract Section A.6.e.(3)(a), "MVOR" is the collective name for Interactive Moving Vehicle Records (IMVRs) and Batch Moving Vehicle Records (BMVRs); these are the only two transaction types that are included in the MVOR rebate calculation.

This amount will be used by the State to support/defray the costs of Variable Services projects.

(2) Rebate Calculation. The MVOR monthly rebate amount will be calculated as follows:

MVOR Monthly Rebate = MVOR Transaction Gross Revenue X Eight Percent (.08%)

(3) Rebate Report. The Contractor will submit a report to the State Portal Manager listing the MVOR gross revenue for the month (45 days after the end of that month) and the total amount rebated to the State.

(4) The Contractor shall begin remitting the MVOR Monthly Rebate to the State upon the State's written approval of the completion of the Transition-In Services described in Contract Section A.5. All remittances must be remitted along with the invoice for that month. The invoice must list the MVOR gross revenue for the month and the total amount rebated to the State.

vii. <u>Portal Hosting Fee</u>

(1) The Enterprise Portal will run in a hardware/software environment ("Infrastructure") that is owned by the State and that will be housed at the State's Data Center. It is the State's policy to charge State agencies a monthly fee to cover Data Center infrastructure costs for agency applications running at the Data Center. Under Federal guidelines, the fees the State

charges to State agencies must be cost based. For purposes of this Contract, the State will treat the Contractor in a similar manner and will charge the Contractor the same monthly fees that a State agency would be charged to cover the required infrastructure. The monthly fees charged to the Contractor shall be known as the Portal Hosting Fee.

(2) The Portal Hosting Fee charged to the Contractor will be calculated in the same way as it is calculated for a State agency. That is, the State will (1) inventory the Data Center resources required for the Enterprise Portal; (2) derive the cost for each required component, using the same infrastructure costs that are used for State agencies; and (3) calculate the total monthly Portal Hosting Fee by adding the individual component costs.

(3) The State reserves the right to change the infrastructure costs as necessary to reflect current costs for providing Data Center resources. If such changes are made and these changes affect components required for the Portal Infrastructure, the State will adjust the Portal Hosting Fee accordingly.

(4) The Contractor shall begin remitting the Portal Hosting Fee to the State upon the State's written approval of the completion of the Transition-In Services described in Contract Section A.5. The first remittance shall be made at the same time as the first Contractor invoice to the State following the approval of the Transition-In Services.

viii. <u>Portal Administrative Fee</u>

(1) Along with each monthly invoice submitted to the State, the Contractor will remit to the State a Portal Administrative Fee. This fee will be used to defray the costs of the State's portal administration staff.

(2) For each month, this fee shall be calculated as follows:

Portal Administrative Fee = (Contractor's Gross Portal Revenue - Portal Hosting Fee - MVOR Monthly Rebate Amount) X two percent (2%)

(3) Formula Definitions:

(a) "Contractor's Gross Portal Revenue." Any and all revenue related to the State's portal received by the Contractor. This includes, but is not limited to: transaction fees, application support fees, subscription fees, fees associated with Variable Services, and MVOR revenue.

(b) "Portal Hosting Fee." The monthly fee paid by the Contractor to the State to compensate the State for providing the Portal hardware/software environment. See Contract Section C.3.b.vii above.

(c) "MVOR Monthly Rebate Amount." See Contract Section C.3.b.vi above.

(4) The Contractor shall begin remitting the Portal Administration Fee to the State upon the State's written approval of the completion of the Transition-In Services described in Contract Section A.5. The first remittance shall be made at the same time as the first Contractor invoice to the State following the approval of the Transition-In Services.

ix. <u>Change Order Payment Methodology</u>

The Contractor shall be compensated for changes requested and performed pursuant to Contract Section A.6.h.(2) without a formal amendment of this contract based upon the payment rates detailed in the schedules above and as

agreed pursuant to said Section A.6.h.(2), PROVIDED THAT compensation to the Contractor for such "change order" work shall not exceed TEN PERCENT (10%) of the sum of the costs provided for in Contract Sections C.3.b.iii.(1), C.3.b.iii.(2), and C.3.b.v.(1): One Million, Two Hundred Eighty-Eight Thousand, Three Hundred Fifty Dollars and No Cents ($1,288,350.00). If, at any point during the Contract period, the State determines that the cost of necessary "change order" work would exceed said maximum amount, the State may amend this Contract to address the need.

C.4. Travel Compensation. The Contractor shall not be compensated or reimbursed for travel, meals, or lodging.

C.5. Invoice Requirements. The Contractor shall invoice the State only for completed increments of service and for the amount stipulated in Section C.3, above, and as required below prior to any payment.

C.5.a. Electronic Billing Requirements:

i. The State requires an electronic file to be provided as invoicing to the Department of Finance and Administration, Billing Services by the 10th of the month at no additional charge to the State. The method of invoicing provided must be compatible for use with computer equipment (hardware and software) used by the State and must be operational.

ii. Billing Services will assist in the formatting of such Electronic invoicing to ensure the proper information is in place. The Electronic invoicing shall be delivered each month in lieu of paper invoicing covering the service on the contract.

iii. The Electronic invoicing must provide all billing information associated with each Portal transaction. The billing information on the Electronic invoice shall be matched with the contract line Portal Codes used by the State.

iv. All charges based on the appropriate line Portal code shall be presented on the Electronic invoicing and invoicing the appropriate Agency that incurred said charges.

v. The format of the Electronic invoicing must be provided to Billing Services, in writing, within thirty (30) days of award of contract. Format of the Electronic invoicing is required to be in a format to be provided by the State Portal Manager.

vi. At the bottom of the billing records, a summary record must be provided that summarizes the billing by Portal Code and the amount billed to each Portal Code.

vii. Records that do not conform to the above criteria shall be rejected from the Electronic Invoicing received and must be credited to the State's account no later than the second consecutive month after the date of rejection.

viii. Rejected records can be resubmitted after correction only during the current month's billing, by submitting a corrected Electronic invoice file. No resubmissions will be accepted after the final run of the current month's bill.

ix. An operational sample of the Electronic Invoice must be provided and approved by Billing Services as functional within ninety (90) calendar days of contract award.

x. A test billing file must be submitted within fourteen (14) days after the launch of an Application.

C.5.b. Billing/Invoices.

i. Electronic invoices are to be sent to the State Portal Manager and the Department of Finance and Administration, Billing Services.

ii. The Contractor agrees that timeframe for payment (and any discounts) begins when the State is in receipt of each invoice meeting the minimum requirements stated herein.

iii. If at anytime the Contractor is unable to submit accurate invoice information in the required format, Billing Services may, at its sole option, refuse payment of the Vendor's invoice, or may delay payments without penalty.

iv. Paper Invoices for Consulting Services are to be submitted to the sponsor Agency's Fiscal Director for verification and signature, and then to the Portal Manager for verification and signature for payment authorization. All supporting documentation must accompany the invoice. After the required process the invoice is submitted to Billing Services for Payment.

C.5.c. Contractor Invoicing Contact

Name: Shelia Crunk
Title: Contract Administrator
Address: Tennessee Information Division of NICUSA, Inc.
150 4th Ave N, Ste 510
Nashville, TN 37219

Telephone number: 615-313-0314
Fax telephone number: 615-313-0301
Email address: Shelia@egovtn.org

This information shall be updated with Billing Services, when changes in personnel occur during the contract term.

C.5.d. Billing Acceptance. Upon satisfactory completion of a ninety (90) calendar day billing acceptance period, the State shall issue written notification of billing acceptance. If the Contractor fails to gain Billing Service's acceptance within ninety (90) calendar days from contract award effective date, the State may terminate the contract.

C.5.e. ACH Form. The vendor shall complete and sign an "Authorization Agreement For Automatic Deposit (ACH Credits) Form." This form shall be provided to the vendor by the State. Once this form has been completed and submitted to the State by the vendor, payments shall be made by Automated Clearing House (ACH). The vendor shall not invoice the State for services until the vendor has completed this form and submitted it to the State. This is the current system that the State uses to make automated payments to vendors.

C.5.f. Remedies. The Contractor will be imposed a penalty of One Thousand Dollars ($1,000.00) if a readable Electronic Invoice for billing purposes is not delivered, after the initial ninety (90) day award period, by the 10th day of the following month. An additional charge of One Hundred Dollars ($100.00) a day will be imposed on the Contractor for each additional day of the contract that the Contractor does not have a readable Electronic billing file.

C.5.g. Invoice Limitations. The Contractor understands and agrees that an invoice to the State under this Contract shall:

i. include only charges for service described in Contract Section A and in accordance with payment terms and conditions set forth in Contract Section C;
ii. not include any future work but will only be submitted for completed service; and
iii. not include sales tax or shipping charges.

C.5.h. Substitute W-9 Form. The Contractor shall complete and sign a "Substitute W-9 Form" provided to the Contractor by the State. The taxpayer identification number contained in the Substitute W-9 submitted to the State shall agree to the Federal Employer Identification Number or Social

Security Number referenced in this Contract for the Contractor. The Contractor shall not invoice the State for services until the State has received this completed form.

C.6. Payment of Invoice. The payment of the invoice by the State shall not prejudice the State's right to object to or question any invoice or matter in relation thereto. Such payment by the State shall neither be construed as acceptance of any part of the work or service provided nor as an approval of any of the amounts invoiced therein.

C.7. Invoice Reductions. The Contractor's invoice shall be subject to reduction for amounts included in any invoice or payment theretofore made which are determined by the State, on the basis of audits conducted in accordance with the terms of this Contract, not to constitute proper remuneration for compensable services.

C.8. Deductions. The State reserves the right to deduct from amounts which are or shall become due and payable to the Contractor under this or any Contract between the Contractor and the State of Tennessee any amounts which are or shall become due and payable to the State of Tennessee by the Contractor.

C.9. Automatic Deposits. The Contractor shall complete and sign an "Authorization Agreement for Automatic Deposit (ACH Credits) Form." This form shall be provided to the Contractor by the State. Once this form has been completed and submitted to the State by the Contractor all payments to the Contractor, under this or any other Contract the Contractor has with the State of Tennessee shall be made by Automated Clearing House (ACH). The Contractor shall not invoice the State for services until the Contractor has completed this form and submitted it to the State.

D. STANDARD TERMS AND CONDITIONS:

D.1. Required Approvals. The State is not bound by this Contract until it is approved by the appropriate State officials in accordance with applicable Tennessee State laws and regulations.

D.2. Modification and Amendment. This Contract may be modified only by a written amendment signed by all parties hereto and approved by both the officials who approved the base contract and, depending upon the specifics of the contract as amended, any additional officials required by Tennessee laws and regulations (said officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Personnel, and the Comptroller of the Treasury).

D.3. Termination for Convenience. The State may terminate this Contract without cause for any reason. Said termination shall not be deemed a Breach of Contract by the State. The State shall give the Contractor at least sixty (60) days written notice before the effective termination date. The Contractor shall be entitled to receive compensation for satisfactory, authorized service completed as of the termination date, but in no event shall the State be liable to the Contractor for compensation for any service which has not been rendered. Upon such termination, the Contractor shall have no right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

D.4. Termination for Cause. If the Contractor fails to properly perform its obligations under this Contract in a timely or proper manner, or if the Contractor violates any terms of this Contract, the State shall have the right to immediately terminate the Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the above, the Contractor shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Contract by the Contractor.

D.5. Subcontracting. The Contractor shall not assign this Contract or enter into a subcontract for any of the services performed under this Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, they shall contain, at a minimum, sections of this Contract below pertaining to "Conflicts of Interest," "Nondiscrimination," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Contractor shall be the prime contractor and shall be responsible for all work performed.

D.6. Conflicts of Interest. The Contractor warrants that no part of the total Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Contractor in connection with any work contemplated or performed relative to this Contract.

D.7. Nondiscrimination. The Contractor hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the Contractor on the grounds of disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law. The Contractor shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

D.8. Prohibition of Illegal Immigrants. The requirements of Public Acts of 2006, Chapter Number 878, of the state of Tennessee, addressing the use of illegal immigrants in the performance of any Contract to supply goods or services to the state of Tennessee, shall be a material provision of this Contract, a breach of which shall be grounds for monetary and other penalties, up to and including termination of this Contract.

a. The Contractor hereby attests, certifies, warrants, and assures that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this Contract. The Contractor shall reaffirm this attestation, in writing, by submitting to the State a completed and signed copy of the document at Attachment A, hereto, semi-annually during the period of this Contract. Such attestations shall be maintained by the Contractor and made available to state officials upon request.

b. Prior to the use of any subcontractor in the performance of this Contract, and semi-annually thereafter, during the period of this Contract, the Contractor shall obtain and retain a current, written attestation that the subcontractor shall not knowingly utilize the services of an illegal immigrant to perform work relative to this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant to perform work relative to this Contract. Attestations obtained from such subcontractors shall be maintained by the Contractor and made available to state officials upon request.

c. The Contractor shall maintain records for all personnel used in the performance of this Contract. Said records shall be subject to review and random inspection at any reasonable time upon reasonable notice by the State.

d. The Contractor understands and agrees that failure to comply with this section will be subject to the sanctions of Public Chapter 878 of 2006 for acts or omissions occurring after its effective date. This law requires the Commissioner of Finance and Administration to prohibit a contractor from contracting with, or submitting an offer, proposal, or bid to contract with the State of Tennessee to supply goods or services for a period of one year after a contractor is discovered to have knowingly used the services of illegal immigrants during the performance of this Contract.

e. For purposes of this Contract, "illegal immigrant" shall be defined as any person who is not either a United States citizen, a Lawful Permanent Resident, or a person whose physical presence in the United States is authorized or allowed by the federal Department of Homeland Security and who, under federal immigration laws and/or regulations, is authorized to be employed in the U.S. or is otherwise authorized to provide services under the Contract.

D.9. Records. The Contractor shall maintain documentation for all charges under this Contract. The books, records, and documents of the Contractor, insofar as they relate to work performed or

money received under this Contract, shall be maintained for a period of three (3) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the State, the Comptroller of the Treasury, or their duly appointed representatives. The financial statements shall be prepared in accordance with generally accepted accounting principles.

D.10. Prevailing Wage Rates. All contracts for construction, erection, or demolition or to install goods or materials that involve the expenditure of any funds derived from the State require compliance with the prevailing wage laws as provided in *Tennessee Code Annotated*, Section 12-4-401 *et seq.*.

D.11. Monitoring. The Contractor's activities conducted and records maintained pursuant to this Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.

D.12. Progress Reports. The Contractor shall submit brief, periodic, progress reports to the State as requested.

D.13. Strict Performance. Failure by any party to this Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Contract shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties hereto.

D.14. Independent Contractor. The parties hereto, in the performance of this Contract, shall not act as employees, partners, joint venturers, or associates of one another. It is expressly acknowledged by the parties hereto that such parties are independent contracting entities and that nothing in this Contract shall be construed to create an employer/employee relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.

The Contractor, being an independent contractor and not an employee of the State, agrees to carry adequate public liability and other appropriate forms of insurance, including adequate public liability and other appropriate forms of insurance on the Contractor's employees, and to pay all applicable taxes incident to this Contract.

D.15. State Liability. The State shall have no liability except as specifically provided in this Contract.

D.16. Force Majeure. The obligations of the parties to this Contract are subject to prevention by causes beyond the parties' control that could not be avoided by the exercise of due care including, but not limited to, natural disasters, riots, wars, epidemics, or any other similar cause.

D.17. State and Federal Compliance. The Contractor shall comply with all applicable State and Federal laws and regulations in the performance of this Contract.

D.18. Governing Law. This Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The Contractor agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Contract. The Contractor acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising therefrom, shall be subject to and limited to those rights and remedies, if any, available under *Tennessee Code Annotated*, Sections 9-8-101 through 9-8-407.

D.19. Completeness. This Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions of the parties' agreement. This Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.

D.20. Severability. If any terms and conditions of this Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions hereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this Contract are declared severable.

D.21. Headings. Section headings of this Contract are for reference purposes only and shall not be construed as part of this Contract.

E. SPECIAL TERMS AND CONDITIONS:

E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Contract, these special terms and conditions shall control.

E.2. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Contract shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by EMAIL or facsimile transmission with recipient confirmation. Any such communications, regardless of method of transmission, shall be addressed to the respective party at the appropriate mailing address, facsimile number, or EMAIL address as set forth below or to that of such other party or address, as may be hereafter specified by written notice.

The State:

Tricia Kitchens
WM Snodgrass/TN Tower
312 Rosa Parks Blvd
Suite 1800
Nashville, TN 37243
tricia.kitchens@tn.gov
Telephone # 615-741-7122
FAX # 615-741-4589

The Contractor:

Craig Shinn, President
Tennessee Information Division of NICUSA, Inc.
150 4th Ave N, Ste 510
Nashville, TN 37219
Telephone # 615-313-0300
FAX # 615-313-0301

All instructions, notices, consents, demands, or other communications shall be considered effectively given upon receipt or recipient confirmation as may be required.

E.3. Subject to Funds Availability. The Contract is subject to the appropriation and availability of State and/or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate the Contract upon written notice to the Contractor. Said termination shall not be deemed a breach of Contract by the State. Upon receipt of the written notice, the Contractor shall cease all work associated with the Contract. Should such an event occur, the Contractor shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Contractor shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

E.4. Tennessee Consolidated Retirement System. The Contractor acknowledges and understands that, subject to statutory exceptions contained in *Tennessee Code Annotated*, Section 8-36-801, *et. seq.*, the law governing the Tennessee Consolidated Retirement System (TCRS), provides that if a retired member of TCRS, or of any superseded system administered by TCRS, or of any local

retirement fund established pursuant to *Tennessee Code Annotated*, Title 8, Chapter 35, Part 3 accepts state employment, the member's retirement allowance is suspended during the period of the employment. Accordingly and notwithstanding any provision of this Contract to the contrary, the Contractor agrees that if it is later determined that the true nature of the working relationship between the Contractor and the State under this Contract is that of "employee/employer" and not that of an independent contractor, the Contractor may be required to repay to TCRS the amount of retirement benefits the Contractor received from TCRS during the period of this Contract.

E.5. Insurance. The Contractor shall carry adequate liability and other appropriate forms of insurance.

a. The Contractor shall maintain, at minimum, the following insurance coverage:

(1) Workers' Compensation/ Employers' Liability (including all states coverage) with a limit not less than the relevant statutory amount or one million dollars ($1,000,000) per occurrence for employers' liability whichever is greater.

(2) Comprehensive Commercial General Liability (including personal injury & property damage, premises/operations, independent contractor, contractual liability and completed operations/products) with a bodily injury/property damage combined single limit not less than one million dollars ($1,000,000) per occurrence and two million dollars ($2,000,000) aggregate.

b. At any time State may require the Contractor to provide a valid Certificate of Insurance detailing Coverage Description; Insurance Company & Policy Number; Exceptions and Exclusions; Policy Effective Date; Policy Expiration Date; Limit(s) of Liability; and Name and Address of Insured. Failure to provide required evidence of insurance coverage shall be a material breach of this Contract.

E.6. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law. All material and information, regardless of form, medium or method of communication, provided to the Contractor by the State or acquired by the Contractor on behalf of the State shall be regarded as confidential information in accordance with the provisions of applicable state and federal law, state and federal rules and regulations, departmental policy, and ethical standards. Such confidential information shall not be disclosed, and all necessary steps shall be taken by the Contractor to safeguard the confidentiality of such material or information in conformance with applicable state and federal law, state and federal rules and regulations, departmental policy, and ethical standards.

The Contractor's obligations under this section do not apply to information in the public domain; entering the public domain but not from a breach by the Contractor of this Contract; previously possessed by the Contractor without written obligations to the State to protect it; acquired by the Contractor without written restrictions against disclosure from a third party which, to the Contractor's knowledge, is free to disclose the information; independently developed by the Contractor without the use of the State's information; or, disclosed by the State to others without restrictions against disclosure. Nothing in this paragraph shall permit Contractor to disclose any information that is confidential under federal or state law or regulations, regardless of whether it has been disclosed or made available to the Contractor due to intentional or negligent actions or inactions of agents of the State or third parties.

It is expressly understood and agreed the obligations set forth in this section shall survive the termination of this Contract.

E.7. HIPAA Compliance. The State and Contractor shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and its accompanying regulations.

a. Contractor warrants to the State that it is familiar with the requirements of HIPAA and its accompanying regulations, and will comply with all applicable HIPAA requirements in the course of this Contract.

b. Contractor warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by HIPAA and its regulations, in the course of performance of the Contract so that both parties will be in compliance with HIPAA.

c. The State and the Contractor will sign documents, including but not limited to business associate agreements, as required by HIPAA and that are reasonably necessary to keep the State and Contractor in compliance with HIPAA. This provision shall not apply if information received by the State under this Contract is NOT "protected health information" as defined by HIPAA, or if HIPAA permits the State to receive such information without entering into a business associate agreement or signing another such document.

E.8. Printing Authorization. The Contractor agrees that no publication coming within the jurisdiction of *Tennessee Code Annotated*, Section 12-7-101, *et. seq.*, shall be printed unless a printing authorization number has been obtained and affixed as required by *Tennessee Code Annotated*, Section 12-7-103 (d).

E.9. Ownership of Software and Work Products.

a. Definitions.

(1) "Contractor-Owned Software," which shall mean commercially available software the rights to which are owned by Contractor, including but not limited to commercial "off-the-shelf" software which is not developed using State's money or resources.

(2) "Custom-Developed Application Software," which shall mean customized application software developed by Contractor solely for State.

(3) "Rights Transfer Application Software," which shall mean any pre-existing application software owned by Contractor or a third party, provided to State and to which Contractor will grant and assign, or will facilitate the granting and assignment of, all rights, including the source code, to State.

(4) "Third-Party Software," which shall mean software not owned by the State or the Contractor.

(5) "Work Product," which shall mean all deliverables exclusive of hardware, such as software, software source code, documentation, planning, etc., that are created, designed, developed, or documented by the Contractor for the State during the course of the project using State's money or resources, including Custom-Developed Application Software. If the system solution includes Rights Transfer Application Software, the definition of Work Product shall also include such software. With regard to software developed using the Transaction Based Application Support model described in Contract Section A.7.m.(1)(a), the State's ownership of Work Product shall commence upon the first payment to the Contractor under Contract Section C.3.b.iii.(1).

b. Rights and Title to the Software

(1) All right, title and interest in and to the Contractor-Owned Software shall at all times remain with Contractor. Contractor hereby grants to the State the unlimited, perpetual, non-terminable, royalty-free right to use the Contractor-Owned Software and its underlying source code for any purpose other than the sale or licensing of the Contractor-Owned Software to a third party.

(2) All right, title and interest in and to the Work Product, and to modifications thereof made by State or the Contractor, including without limitation all copyrights,

patents, trade secrets and other intellectual property and other proprietary rights embodied by and arising out of the Work Product, shall belong to State. To the extent such rights do not automatically belong to State, Contractor hereby assigns, transfers, and conveys all right, title and interest in and to the Work Product, including without limitation the copyrights, patents, trade secrets, and other intellectual property rights arising out of or embodied by the Work Product. Contractor shall execute any other documents that State or its counsel deem necessary or desirable to document this transfer and/or allow State to register its claims and rights to such intellectual property rights or enforce them against third parties, and Contractor shall cooperate fully in the foregoing endeavors.

(3) All right, title and interest in and to the Third-Party Software shall at all times remain with the third party, subject to any license granted thereby.

c. Nothing in this Contract shall prohibit the Contractor's use for its own purposes of the general knowledge, skills, experience, ideas, concepts, know-how, and techniques obtained and used during the course of providing the services requested under this Contract.

d. Nothing in the Contract shall prohibit the Contractor from developing for itself, or for others, materials which are similar to and/or competitive with those that are produced under this Contract.

e. Contractor shall provide the State with a copy of the source code for the software portion of Work Product and the Contractor-Owned Software, and subsequent updates thereto, within thirty (30) days after the software is placed in operation as part of the services provided under this Contract.

E.10. Competitive Procurements. This Contract provides for reimbursement of the cost of goods, materials, supplies, equipment, or contracted services. Such procurements shall be made on a competitive basis, where practical. The Contractor shall maintain documentation for the basis of each procurement for which reimbursement is paid pursuant to this Contract. In each instance where it is determined that use of a competitive procurement method was not practical, said documentation shall include a written justification, approved by the Commissioner of the Department of Finance and Administration, for such decision and non-competitive procurement.

E.11. Incorporation of Additional Documents. Included in this Contract by reference are the following documents:

a. The Contract document and its attachments

b. All Clarifications and addenda made to the Contractor's Proposal

c. The Request for Proposal and its associated amendments

d. Technical Specifications provided to the Contractor

e. The Contractor's Proposal

In the event of a discrepancy or ambiguity regarding the Contractor's duties, responsibilities, and performance under this Contract, these documents shall govern in order of precedence detailed above.

E.12. Prohibited Advertising. The Contractor shall not refer to this Contract or the Contractor's relationship with the State hereunder in commercial advertising in such a manner as to state or imply that the Contractor or the Contractor's services are endorsed. It is expressly understood and agreed that the obligations set forth in this section shall survive the termination of this Contract in perpetuity.

E.13. Lobbying. The Contractor certifies, to the best of its knowledge and belief, that:

a. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form-LLL, ``Disclosure Form to Report Lobbying," in accordance with its instructions.

c. The Contractor shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into and is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, *U.S. Code*.

E.14. Contractor Commitment to Diversity. The Contractor shall comply with and make reasonable business efforts to exceed the commitment to diversity represented by the Contractor's proposal responding to RFP-31701-03009 (Attachment 6.2, Section B.15) and resulting in this Contract.

The Contractor shall assist the State in monitoring the Contractor's performance of this commitment by providing, as requested, a quarterly report of participation in the performance of this Contract by small business enterprises and businesses owned by minorities, women, and persons with a disability. Such reports shall be provided to the state of Tennessee Governor's Office of Diversity Business Enterprise in form and substance as required by said office.

E.15. Limitation of Liability. The parties agree that the Contractor's liability under this Contract shall be limited to an amount equal to one (1) times the Maximum Liability amount detailed in section C.1. and as may be amended, PROVIDED THAT in no event shall this section limit the liability of the Contractor for intentional torts, criminal acts, or fraudulent conduct.

E.16. Breach. A party shall be deemed to have breached the Contract if any of the following occurs:

— failure to perform in accordance with any term or provision of the Contract;
— partial performance of any term or provision of the Contract;
— any act prohibited or restricted by the Contract, or
— violation of any warranty.

For purposes of this Contract, these items shall hereinafter be referred to as a "Breach."

a. Contractor Breach— The State shall notify Contractor in writing of a Breach.

(1) In event of a Breach by Contractor, the State shall have available the remedy of Actual Damages and any other remedy available at law or equity.

(2) Partial Default— In the event of a Breach, the State may declare a Partial Default. In which case, the State shall provide the Contractor written notice of: (1) the date which Contractor shall terminate providing the service associated with the Breach; and (2) the date the State will begin to provide the service associated

with the Breach. Notwithstanding the foregoing, the State may revise the time periods contained in the notice written to the Contractor.

In the event the State declares a Partial Default, the State may withhold, together with any other damages associated with the Breach, from the amounts due the Contractor the greater of: (1) amounts which would be paid the Contractor to provide the defaulted service; or (2) the cost to the State of providing the defaulted service, whether said service is provided by the State or a third party. To determine the amount the Contractor is being paid for any particular service, the Department shall be entitled to receive within five (5) days any requested material from Contractor. The State shall make the final and binding determination of said amount.

Upon Partial Default, the Contractor shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount. Contractor agrees to cooperate fully with the State in the event a Partial Default is taken.

(3) Contract Termination— In the event of a Breach, the State may terminate the Contract immediately or in stages. The Contractor shall be notified of the termination in writing by the State. Said notice shall hereinafter be referred to as Termination Notice. The Termination Notice may specify either that the termination is to be effective immediately, on a date certain in the future, or that the Contractor shall cease operations under this Contract in stages. In the event of a termination, the State may withhold any amounts which may be due Contractor without waiver of any other remedy or damages available to the State at law or at equity. The Contractor shall be liable to the State for any and all damages incurred by the State and any and all expenses incurred by the State which exceed the amount the State would have paid Contractor under this Contract. Contractor agrees to cooperate with the State in the event of a Contract Termination or Partial Takeover.

b. State Breach— In the event of a Breach of Contract by the State, the Contractor shall notify the State in writing within 30 days of any Breach of Contract by the State. Said notice shall contain a description of the Breach. Failure by the Contractor to provide said written notice shall operate as an absolute waiver by the Contractor of the State's Breach. In no event shall any Breach on the part of the State excuse the Contractor from full performance under this Contract. In the event of Breach by the State, the Contractor may avail itself of any remedy at law in the forum with appropriate jurisdiction; provided, however, failure by the Contractor to give the State written notice and opportunity to cure as described herein operates as a waiver of the State's Breach. Failure by the Contractor to file a claim before the appropriate forum in Tennessee with jurisdiction to hear such claim within one (1) year of the written notice of Breach shall operate as a waiver of said claim in its entirety. It is agreed by the parties this provision establishes a contractual period of limitations for any claim brought by the Contractor.

E.17. Partial Takeover. The State may, at its convenience and without cause, exercise a partial takeover of any service which the Contractor is obligated to perform under this Contract, including but not limited to any service which is the subject of a subcontract between Contractor and a third party, although the Contractor is not in Breach (hereinafter referred to as "Partial Takeover"). Said Partial Takeover shall not be deemed a Breach of Contract by the State. Contractor shall be given at least 30 days prior written notice of said Partial Takeover with said notice to specify the area(s) of service the State will assume and the date of said assumption. Any Partial Takeover by the State shall not alter in any way Contractor's other obligations under this Contract. The State may withhold from amounts due the Contractor the amount the Contractor would have been paid to deliver the service as determined by the State. The amounts shall be withheld effective as of the date the State assumes the service. Upon Partial Takeover, the Contractor shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

E.18. Federal Economic Stimulus Funding. This Contract requires the Contractor to provide products and/or services that are funded in whole or in part under the American Recovery and Reinvestment Act of 2009, Public Law 111-5, (Recovery Act). The Contractor is responsible for ensuring that all applicable requirements, including but not limited to those set forth herein, of the Recovery Act are met and that the Contractor provides information to the State as required.

The Contractor (and any subcontractor) shall comply with the following:

a. Federal Grant Award Documents, as applicable.

b. Executive Office of the President, Office of Management and Budget (OMB) Guidelines as posted at www.whitehouse.gov/omb/recovery_default/, as well as OMB Circulars, including but not limited to A-102 and A-133 as posted at www.whitehouse.gov/omb/financial_offm_circulars/.

c. Office of Tennessee Recovery Act Management Directives (posted on the Internet at www.tnrecovery.gov).

d. The Recovery Act, including but not limited to the following sections of that Act:

(1) Section 1604 – Disallowable Use. No funds pursuant to this Contract may be used for any casino or other gambling establishment, aquarium, zoo, golf course, or swimming pool.

(2) Section 1512 – Reporting and Registration Requirements. The Contractor must report on use of Recovery Act funds provided through this Contract. Information from these reports will be made available to the public.

(3) Section 1553 – Recovery Act Whistleblower Protections. An employee of any non-Federal employer receiving covered funds under the Recovery Act may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing, including a disclosure made in the ordinary course of an employee's duties, to the Accountability and Transparency Board, an inspector general, the Comptroller General, a member of Congress, a State or Federal regulatory or law enforcement agency, a person with supervisory authority over the employee (or other person working for the employer who has the authority to investigate, discover or terminate misconduct), a court or grand jury, the head of a Federal agency, or their representatives, information that the employee believes is evidence of one or more of the following related to the implementation or use of covered funds:

i. gross mismanagement,
ii. gross waste,
iii. substantial and specific danger to public health or safety,
iv. abuse of authority, or
v. violation of law, rule, or regulation (including those pertaining to the competition for or negotiation of a Contract).

Non-enforceability of Certain Provisions Waiving Rights and Remedies or Requiring Arbitration: Except as provided in a collective bargaining agreement, the rights and remedies provided to aggrieved employees by this section may not be waived by any agreement, policy, form, or condition of employment, including any predispute arbitration agreement. No predispute arbitration agreement shall be valid or enforceable if it requires arbitration of a dispute arising out of this section.

Requirement to Post Notice of Rights and Remedies: The Contractor and any subcontractor shall post notice of the rights and remedies as required under Section 1553. (Refer to Section 1553 of the American Recovery and

Reinvestment Act of 2009, Pub. L. 111-5 located at www.recovery.gov, for specific requirements of this section and prescribed language for the notices.)

(4) Section 902 – Access Of Government Accountability Office. The Contractor shall provide that the Comptroller General and his representatives are authorized:

i. to examine any records of the Contractor or any of its subcontractors, that directly pertain to, and involve transactions relating to, this Contract or a subcontract; and
ii. to interview any officer or employee of the Contractor or any of its subcontractors regarding such transactions.

(5) Section 1514 – Inspector General Reviews. Any inspector general of a federal department or executive agency has the authority to review, as appropriate, any concerns raised by the public about specific investments using such funds made available in the Recovery Act. In addition, the findings of such reviews, along with any audits conducted by any inspector general of funds made available in the Recovery Act, shall be posted on the inspector general's website and linked to the website established by Recovery Act Section 1526, except that portions of reports may be redacted to the extent the portions would disclose information that is protected from public disclosure under sections 552 and 552a of title 5, United States Code.

(6) Section 1515 – Access of Offices of Inspector General to Certain Records and Employers. With respect to this Contract, any representative of an appropriate inspector general appointed under section 3 or 8G of the Inspector General Act of 1978 (5 U.S.C. App.), is authorized:

i. to examine any records, of the Contractor or any of its subcontractors, that pertain to and involve transactions relating or pursuant to this Contract; and
ii. to interview any officer or employee of the Contractor or any subcontractors regarding such transactions.

(7) Section 1606 – Wage Rate Requirements. All laborers and mechanics employed by pursuant to this Contract shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code. All rulings and interpretations of the Davis-Bacon Act and related acts contained in 29 CFR 1, 3, and 5 are herein incorporated by reference.

For purposes of this Contract, laborer or mechanic includes at least those workers whose duties are manual or physical in nature (including those workers who use tools or who are performing the work of a trade), as distinguished from mental or managerial. The term laborer or mechanic includes apprentices, trainees, helpers, and, in the case of contracts subject to the Contract Work Hours and Safety Standards Act, watchmen or guards.

(8) Section 1605 – Buy American Requirements for Construction Material – Buy American, Use of American Iron, Steel, and Manufactured Goods. None of the funds provided by this Contract may be used for a project for the construction, alteration, maintenance, or repair of a public building or public work unless all of the iron, steel, and manufactured goods used in the project are produced in the United States.

e. The Contractor agrees to comply with any modifications or additional requirements that may be imposed by law and future guidance and clarifications of Recovery Act requirements.

f. If the Contractor enters into one or more subcontracts for any of the services performed under this Contract, each subcontract shall contain provisions specifically imposing on the subcontractor all requirements set forth in this Contract Section E.19., "Federal Economic Stimulus Funding."

IN WITNESS WHEREOF,

NICUSA, INC.:

Craig Shinn 2/28/11

CONTRACTOR SIGNATURE **DATE**

Craig Shinn, President, Tennessee Information Division of NICUSA, Inc.

PRINTED NAME AND TITLE OF CONTRACTOR SIGNATORY (above)

DEPARTMENT OF FINANCE AND ADMINISTRATION:

Mark A. Emkes 3-2-11

MARK A. EMKES, COMMISSIONER MOA **DATE**

JC

ATTESTATION RE PERSONNEL USED IN CONTRACT PERFORMANCE

SUBJECT CONTRACT NUMBER:	
CONTRACTOR LEGAL ENTITY NAME:	NICUSA, Inc.
FEDERAL EMPLOYER IDENTIFICATION NUMBER: (or Social Security Number)	48-1124536

The Contractor, identified above, does hereby attest, certify, warrant, and assure that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this Contract.

CONTRACTOR SIGNATURE

NOTICE: This attestation MUST be signed by an individual empowered to contractually bind the Contractor. If said individual is not the chief executive or president, this document shall attach evidence showing the individual's authority to contractually bind the Contractor.

Craig Shinn, President, TN Information Division of NICUSA, Inc.

PRINTED NAME AND TITLE OF SIGNATORY

2/28/11

DATE OF ATTESTATION

Current Portal Contractor Supported Applications

Table B.1

The following table lists the existing Transaction Based (TB) Applications (see Contract Section A.7.m.(1)(a)), Non-Transaction Based (NTB) Applications (see Contract Section A.7.m.(1)(b)), and No Charge Applications (NC) (see Contract Section A.7.m.(1)(d)) that the Contractor must support. It also shows whether the application may use Subscription Services (SUB) (see Contract Section A.7.m.(1)(c))and/or the Tennessee User Management System (TUMS) application (see Contract Section A.5.f.(4)).

Agency	Application Name	URL	Application Type	Number Transactions in 2008	Number Transactions in 2009	Number Transactions in 2010 (thru June)	Estimated Number of Users	Language / Year Developed	Lines of Code	Online Demo / Comments
Alcoholic Beverage Commission	ABC Administration	http://tennesseeanytime.org/abc/admin/	NTB; TUMS	24636	22983	12572	138	Java 2001	27313	No demo available
Administrative Office of the Courts	Criminal Justice Portal	http://tennesseeanytime.org/tncrim	NTB; TUMS	955757	1041598	603291	8547	Java 2006	44768	No demo available
		http://tennesseeanytime.org/tncrim-admin/app/login.html	NC; TUMS	N/A	N/A	N/A	N/A	Java 2006	N/A	No demo available
Commerce & Insurance	Architecture Plans Review	http://tennesseeanytime.org/tnsfmo	NTB; TUMS	N/A	10	254	88	Java 2009	15577	http://www.tennesseeanytime.org/aeplans/demo/
	Modular Plan Submission	http://tennesseeanytime.org/modplans/	NTB; TUMS	N/A	654	246	50	Java 2009	12876	No demo available
	Professional License Renewals	http://tennesseeanytime.org/cirens	TB; TUMS	29085	68915	10181	N/A	Java 2006	8442	http://www.tennesseeanytime.org/cirens/demo/index.html
Correction	Felony Offender Information Lookup	http://tennesseeanytime.org/foil	NC	653561	1825100	937601	N/A	Java 2002	4159	http://www.tennesseeanytime.org/tnanytime/apps/foil/demo/
	Volunteer Services	http://tennesseeanytime.org/vserv/	NC	592	736	354	N/A	Java 2005	4933	http://tennesseeanytime.org/tnanytime/apps/vserv/demo/
Economic & Community Development	One Stop Business Resource	http://tennesseeanytime.org/osbr	NC; TUMS	13495	16592	8292	33138	Java 2005	32190	http://www.tennesseeanytime.org/osbr/demo/
Education	Educator License Renewal	To be implemented by December 2010	NTB; TUMS	N/A	N/A	N/A	--	Java 2010	--	No demo available

Dashes (--) in Table B.1 or Table B.2 indicate areas for which the State has limited or no data.
N/A in Table B.1 or Table B.2 indicates areas where the information is not applicable to and/or not collected for the transaction.
Zero (0) in Table B.1 or Table B.2 indicates there were no transactions for the application during the specified time period.

Table B.1

The following table lists the existing Transaction Based (TB) Applications (see Contract Section A.7.m.(1)(a)), Non-Transaction Based (NTB) Applications (see Contract Section A.7.m.(1)(b)), and No Charge Applications (NC) (see Contract Section A.7.m.(1)(d)) that the Contractor must support. It also shows whether the application may use Subscription Services (SUB) (see Contract Section A.7.m.(1)(c))and/or the Tennessee User Management System (TUMS) application (see Contract Section A.5.f.(4)).

Finance & Administration	Bill Tracking (TNTRACK)	http://tennesseeanytime.org/tntrack	NTB; SUB; TUMS	N/A	N/A	N/A	508	Java 2006	22903	http://www.tennesseeanytime.org/tntrack/demo/
	State Phone Number Lookup	Http://tennesseeanytime.org/phone	NC	43196	285699	186675	N/A	C# (.NET) 2008	1626	Can walkthrough the entire application
	Events Setup & Registration	https://www.tennesseeanytime.org/tnevents/	TB; TUMS	N/A	0	73	112	Java 2009	13643	No demo available
	State Salary Search	http://tennesseeanytime.org/salary	NTB	N/A	23000	48762	N/A	C# (.NET) 2009	357	Can walkthrough the entire application
First Lady's Office	First Lady's Shop	http://tennesseeanytime.org/flshop	TB; TUMS	10	8	1	N/A	Java 2006	6857	Can walkthrough the application up to credit card transmission
	Executive Residence Donation Site	http://tennesseeanytime.org/exres/	TB; TUMS	1	2	1	N/A	Java 2006	3195	Can walkthrough the application up to credit card transmission
Governor's Office	Governor's Website	http://tennesseeanytime.org/governor	NC	N/A	N/A	N/A	64	Java 2002	16775	Can walkthrough the entire site
	Governor's Press Calendar	http://tennesseeanytime.org/calendar/	NC	N/A	N/A	N/A	NA	PHP 2004	3897	No demo available
Health	Health Licensing Renewal	http://tennesseeanytime.org/hlrs	TB; TUMS	48520	58014	29178	N/A	Java 2001	5546	https://www.tennesseeanytime.org/hlrs/demo/

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Zero (0) in Table B.1 or Table B.2 indicates there were no transactions for the application during the specified time period.

Table B.1

The following table lists the existing Transaction Based (TB) Applications (see Contract Section A.7.m.(1)(a)), Non-Transaction Based (NTB) Applications (see Contract Section A.7.m.(1)(b)), and No Charge Applications (NC) (see Contract Section A.7.m.(1)(d)) that the Contractor must support. It also shows whether the application may use Subscription Services (SUB) (see Contract Section A.7.m.(1)(c))and/or the Tennessee User Management System (TUMS) application (see Contract Section A.5.f.(4)).

Human Services	Childcare Attendance	http://tennesseeanytime.org/eavpay	NTB; TUMS	38296	42722	22681	3300	Java 2004	8931	http://www.tennesseeanytime.org/eavpay/demo/
	Child Support Enforcement System	http://tennesseeanytime.org/tcses	NTB; TUMS	691663	945680	562395	N/A	Java 2001	1956	http://www.tennesseeanytime.org/tcses/demo/
Labor	Prevailing Wage	http://tennesseeanytime.org/prwage	TB; TUMS	467	480	--	611	Java 2003	3297	Only available October 1-31 each year
	Case Management & Review	http://tennesseeanytime.org/cmur	TB; TUMS	23923	34820	22889	N/A	Java 2004	17768	http://www.tennesseeanytime.org/tnanytime/apps/cmur/demo/
	Workers Comp Filing	http://tennesseeanytime.org/wcsd1	TB; TUMS	--	--	--	--	Java 2010	20351	No demo available
		http://tennesseeanytime.org/sd1users	NC; TUMS	N/A	N/A	N/A	--	Java 2010	4631	No demo available
	Unemployment Benefits	http://tennesseeanytime.org/labor	NTB	124567	2564505	1876251	N/A	Java 2003	51834	No demo available
Revenue	County and City Business Tax	http://tennesseeanytime.org/biztax/	TB; TUMS	N/A	N/A	42069	N/A	Java 2010	8272	http://tennesseeanytime.org/biztax/demo/
	Consumer Use Tax	http://tennesseeanytime.org/usetax	TB; TUMS	409	1659	282	N/A	Java 2003	7523	http://www.tennesseeanytime.org/tnanytime/apps/usetax/demo/
	Online Tax Debit	http://tennesseeanytime.org/taxdbt	TB; TUMS	2786	3441	2392	N/A	Java 2004	4344	http://www.tennesseeanytime.org/tnanytime/apps/taxdbt/demo/
	EDI	http://tennesseeanytime.org/edi	NTB; TUMS	12119	11511	6555	N/A	Java 2006	15414	http://www.tennesseeanytime.org/edi/demo/
	Franchise & Excise Tax	http://tennesseeanytime.org/fnetax	TB; TUMS	6779	8229	9198	N/A	Java 2004	8912	http://www.tennesseeanytime.org/tnanytime/apps/fnetax/demo/validate.html

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N/A in Table B.1 or Table B.2 indicates areas where the information is not applicable to and/or not collected for the transaction.
Zero (0) in Table B.1 or Table B.2 indicates there were no transactions for the application during the specified time period.

Table B.1

The following table lists the existing Transaction Based (TB) Applications (see Contract Section A.7.m.(1)(a)), Non-Transaction Based (NTB) Applications (see Contract Section A.7.m.(1)(b)), and No Charge Applications (NC) (see Contract Section A.7.m.(1)(d)) that the Contractor must support. It also shows whether the application may use Subscription Services (SUB) (see Contract Section A.7.m.(1)(c))and/or the Tennessee User Management System (TUMS) application (see Contract Section A.5.f.(4)).

	Individual Income Tax (Hall Tax)	http://tennesseeanytime.org/etax	TB; TUMS	5566	4943	4718	N/A	Java 2002	15683	http://www.tennesseeanytime.org/tnanytime/apps/etax/demo/start.html
	Business Registration Tax	http://tennesseeanytime.org/bizreg/	TB; TUMS	19311	17875	10603	N/A	Java 2004	15766	http://tennesseeanytime.org/tnanytime/apps/bizreg/demo/tax_loc.html
	Professional Privilege Tax Filing	http://tennesseeanytime.org/privtx	TB; TUMS	2753	18583	5804	N/A	Java 2003	5251	http://www.tennesseeanytime.org/tnanytime/apps/privtx/demo/
	Interactive Vehicle Title & Registration	http://tennesseeanytime.org/ivtr	TB; SUB; TUMS	219465	217775	110229	7803	Java 2002	3145	http://www.tennesseeanytime.org/ivtr/demo/
	Sales Tax	http://tennesseeanytime.org/sales	TB; TUMS	446591	499779	311852	60781	Java 2005	10865	http://www.tennesseeanytime.org/sales/demo/admin.html
		http://tennesseeanytime.org/revusers	NC; TUMS	N/A	N/A	N/A	14	Java 2002	2828	No demo available
	Streamlined Sales Tax	N/A (Web Service)	NTB; TUMS	N/A	N/A	N/A	N/A	Java 2009	3086	No demo available
	Renew Vehicle Tags	To be implemented by December 2010	TB; TUMS	N/A	N/A	N/A	N/A	Java 2010	--	--
	Professional Privilege Tax Batch Filings	http://tennesseeanytime.org/privbatch	TB; TUMS	N/A	N/A	32	N/A	Java 2010	4669	http://www.tennesseeanytime.org/privbatch/demo/
	County and City Business Tax Batch	http://tennesseeanytime.org/bizbatch	NTB; TUMS	N/A	N/A	N/A	N/A	Java 2010	2885	http://www.tennesseeanytime.org/bizbatch/demo/demo_upload.html
	Franchise & Excise Long Form	Web Service; To be implemented by Dec 2010	TB; TUMS	N/A	N/A	N/A	--	Java 2011	--	--

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Zero (0) in Table B.1 or Table B.2 indicates there were no transactions for the application during the specified time period.

Table B.1

The following table lists the existing Transaction Based (TB) Applications (see Contract Section A.7.m.(1)(a)), Non-Transaction Based (NTB) Applications (see Contract Section A.7.m.(1)(b)), and No Charge Applications (NC) (see Contract Section A.7.m.(1)(d)) that the Contractor must support. It also shows whether the application may use Subscription Services (SUB) (see Contract Section A.7.m.(1)(c))and/or the Tennessee User Management System (TUMS) application (see Contract Section A.5.f.(4)).

Safety	Driver License Appointment System	http://tennesseeanytime.org/dlappts	NC	106139	109993	60143	N/A	Java 2005	24894	http://www.tennesseeanytime.org/dlappts/demo/
	Driver License Practice Test	http://tennesseeanytime.org/dlpractice	NC	1322309	1497547	1497567	N/A	Java 2006	5834	Can walkthrough entire application
	Driver License Change of Address	http://tennesseeanytime.org/chgdl	NC	67766	74315	37712	N/A	Java 2000	6397	No demo available
	Status of Moving Vehicle Record	http://tennesseeanytime.org/smvr	TB; TUMS	3650	4872	2801	4683	Java 2002	1579	http://www.tennesseeanytime.org/tnanytime/apps/smvr/demo/
	Driver License Duplicates	http://tennesseeanytime.org/dupdlr	TB; TUMS	62634	63379	38326	N/A	Java 2004	1446	https://www.tennesseeanytime.org/dupdlr/demo/
	Online Handgun Permits	To be implemented in January 2011	NTB; TUMS	N/A	N/A	N/A	N/A	Java 2011	--	--
	Driver License Reinstatements and Reinstatement Inquiries	http://tennesseeanytime.org/reindl	TB; TUMS	200567	223608	136760	N/A	Java 2003	692	https://www.tennesseeanytime.org/reindl/demo/
	Driver License Renewals	http://tennesseeanytime.org/dlr	TB; TUMS	169491	209977	114531	N/A	Java 2000	1394	https://www.tennesseeanytime.org/dlr/demo/
		http://tennesseeanytime.org/tndlr/kiosk/	NC	N/A	N/A	N/A	N/A	Java 2000	8337	No demo available
	Interactive Moving Vehicle Record	http://tennesseeanytime.org/imvr	TB; SUB; TUMS	1435388	1427065	764408	7461	Java 2001	3885	https://www.tennesseeanytime.org/tnanytime/apps/imvr/demo/
	Batch Moving Vehicle Record	N/A (Batch Transaction)	TB; SUB; TUMS	581412	496252	229696	152	Perl 2001	2126	No demo available
	Agency Motor Vehicle Record	http://tennesseeanytime.org/amvr	NC; TUMS	N/A	145338	156704	N/A	Java 2009	3300	No demo available
	Share Driver's License Data	N/A (Web Service)	NC; TUMS	N/A	N/A	15102	N/A	Java 2010	7495	No demo available

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Table B.1

The following table lists the existing Transaction Based (TB) Applications (see Contract Section A.7.m.(1)(a)), Non-Transaction Based (NTB) Applications (see Contract Section A.7.m.(1)(b)), and No Charge Applications (NC) (see Contract Section A.7.m.(1)(d)) that the Contractor must support. It also shows whether the application may use Subscription Services (SUB) (see Contract Section A.7.m.(1)(c))and/or the Tennessee User Management System (TUMS) application (see Contract Section A.5.f.(4)).

Secretary of State	Campaign Finance Election	http://tennesseeanytime.org/tncamp	NTB; TUMS	5611	2,301	1891	856	Java 2005	67467	http://www.tennesseeanytime.org/ilobby/demo/
	Lobbyist Registration	http://tennesseeanytime.org/ilobby	NTB; TUMS	1305	1578	484	2155	Java 2006	27122	http://www.tennesseeanytime.org/conflict/demo/
	Conflict of Interest	http://tennesseeanytime.org/conflict	NTB; TUMS	8448	7848	10470	7046	Java 2006	11953	Can walkthrough entire application
Tennessee Bureau of Investigation	Meth Offender Registry	http://tennesseeanytime.org/methor	NTB	319175	259616	124402	N/A	Java 2005	1548	No demo available
Tennessee Department of Environment & Conservation	Underground Storage Tank Online Training	http://tennesseeanytime.org/ustop	NTB	N/A	N/A	N/A	--	Java 2010	16680	No demo available
	State Parks Reservations	http://tennesseeanytime.org/parks	TB; TUMS	--	695	458	N/A	Java 2003	6216	http://www.tennesseeanytime.org/tnanytime/apps/parks/demo/
	Campground Reservations	To be implemented by early 2011	TB; TUMS	N/A	N/A	N/A	--	Java 2010	--	--
Tennessee Higher Education Commission	Postsecondary School Authorization	To be implemented by November 2010	NTB; TUMS	N/A	N/A	N/A	--	Java 2010	--	--
	Workforce Investment Act	http://tennesseeanytime.org/wiaetpl/	NTB; TUMS	N/A	N/A	N/A	N/A	Java 2010	13474	No demo available
Transportation	TDOT ARRA Project Reporting	http://tennesseeanytime.org/tdotarra/	NTB; TUMS	N/A	N/A	N/A	340	Java 2009	3627	http://www.tennesseeanytime.org/tnanytime/apps/unclp/demo/index.html
Treasury	Unclaimed Property	http://tennesseeanytime.org/unclp	NTB	1415278	898838	384632	N/A	Java 2002	6743	https://www.tennesseeanytime.org/tnanytime/apps/lgip/demo/index.html
	Local Government Investment Pool	http://tennesseeanytime.org/lgip	TB; SUB; TUMS	3991	3964	2118	908	Java 2002	8057	Can walkthrough the application up to credit card transmission
TWRA	Wildlife Donations	http://tennesseeanytime.org/twrafund	TB; TUMS	N/A	5	5	N/A	Java 2009	2708	No demo available

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Table B.1

The following table lists the existing Transaction Based (TB) Applications (see Contract Section A.7.m.(1)(a)), Non-Transaction Based (NTB) Applications (see Contract Section A.7.m.(1)(b)), and No Charge Applications (NC) (see Contract Section A.7.m.(1)(d)) that the Contractor must support. It also shows whether the application may use Subscription Services (SUB) (see Contract Section A.7.m.(1)(c))and/or the Tennessee User Management System (TUMS) application (see Contract Section A.5.f.(4)).

	Tennessee Online Payment Engine (TOPE)	See Contract Section A.6.e.(5) for information; see Table B2 for associated applications and transaction counts	TB; TUMS	See Table B.2	See Table B.2	See Table B.2	N/A	Java 2004	3755	No demo available
	Generic Form Data Collector	Data Collection Form used by multiple applications	NC	N/A	1764	2277	N/A	Java 2009	3637	No demo available
	TN.gov Google Maps	http://tennesseeanytime.org/maps	NC	N/A	N/A	N/A	N/A	Java 2004	1505	No demo available
	TN Zip Code Search	http://tennesseeanytime.org/mytn	NC	N/A	N/A	N/A	N/A	Java 2004	568	No demo available
	TN.gov Newsroom	http://tennesseeanytime.org/	NC	N/A	N/A	N/A	N/A	Java 2003	N/A	No demo available
	Photo Album	http://tennesseeanytime.org/photos	NC	N/A	N/A	N/A	N/A	Java 2004	692	No demo available
Internal Support	Portal Link Click Counter	http://tennesseeanytime.org/redirt	NC	N/A	N/A	N/A	N/A	Java 2005	2442	No demo available
	State Board of Education Blog	http://tennesseeanytime.org/sbe	NC	N/A	N/A	N/A	N/A	Java 2006	N/A	No demo available
	Surveys and Survey Database	http://tennesseeanytime.org/survey	NC	N/A	N/A	N/A	N/A	Java 2004	567	No demo available
	Form Mailer	http://tennesseeanytime.org/tnamail	NC	N/A	N/A	N/A	N/A	Java 2003	872	No demo available
	TN User Management System	See Contract Section A.5.f.(4) for information	NC	N/A	N/A	N/A	N/A	Java 2010	--	N/A
	Reconciliation Reporting	Web Service that provides transaction information for reconciliation purposes	NC; TUMS	N/A	N/A	N/A	N/A	Java 2010	--	No demo available

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Table B.2

The following table lists the agency-supported applications that use the Tennessee Online Payment Engine (TOPE) (Contract Section A.6.e.(5)) application to process payments:

Agency	Application Name	URL	Number Transactions in 2008	Number Transactions in 2009	Number Transactions in 2010 (thru June)	Year Developed
Comptroller	Online Map Ordering	https://www.comptroller1.state.tn.us/OnlineMap/gis_sales.aspx	N/A	9	43	2009
Secretary of State	Database Downloads	http://tnbear.tn.gov/Ecommerce/DBDownloadWizard.aspx	N/A	0	43	2009
	Charitable Solicitations	http://sgssos.tn.gov/Login.aspx	N/A	952	818	2009
	Annual Reports – LLC Filing	http://tnbear.tn.gov/Ecommerce/AnnualReport.aspx	N/A	18082	26612	2009
	Annual Reports – LLP Filing	http://tnbear.tn.gov/Ecommerce/AnnualReport.aspx	N/A	0	65	2009
	Annual Reports - Corp. Filing	http://tnbear.tn.gov/Ecommerce/AnnualReport.aspx	N/A	30466	44521	2009
Tennessee Bureau of Investigation	TORIS Implementation	http://www.tbi.state.tn.us/background_checks/toris.shtml	7216	8653	5838	2006
Environment & Conservation	Septic Tank Registration	http://tn.gov/environment/gwp/steps/1.shtml	N/A	0	196	2009

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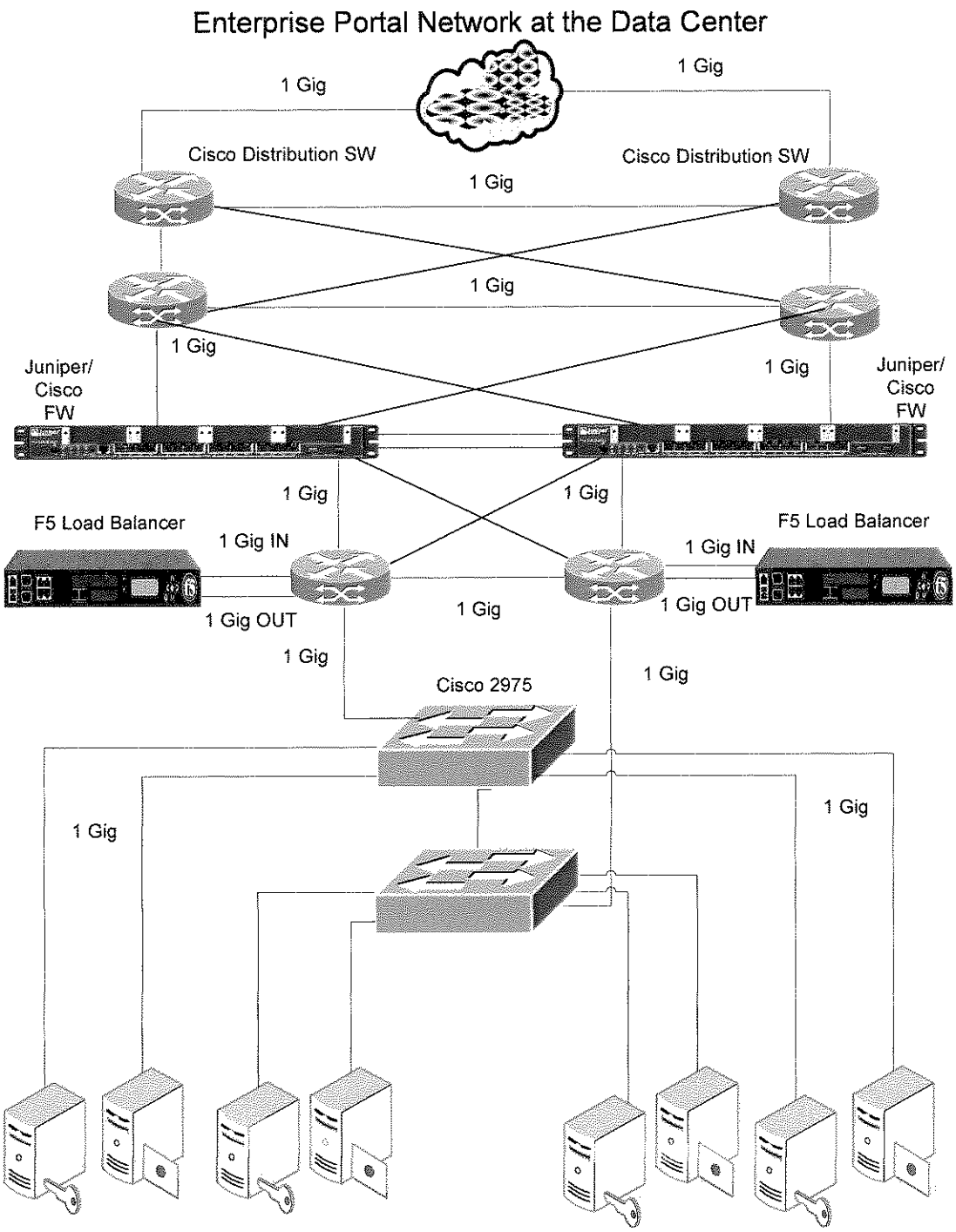
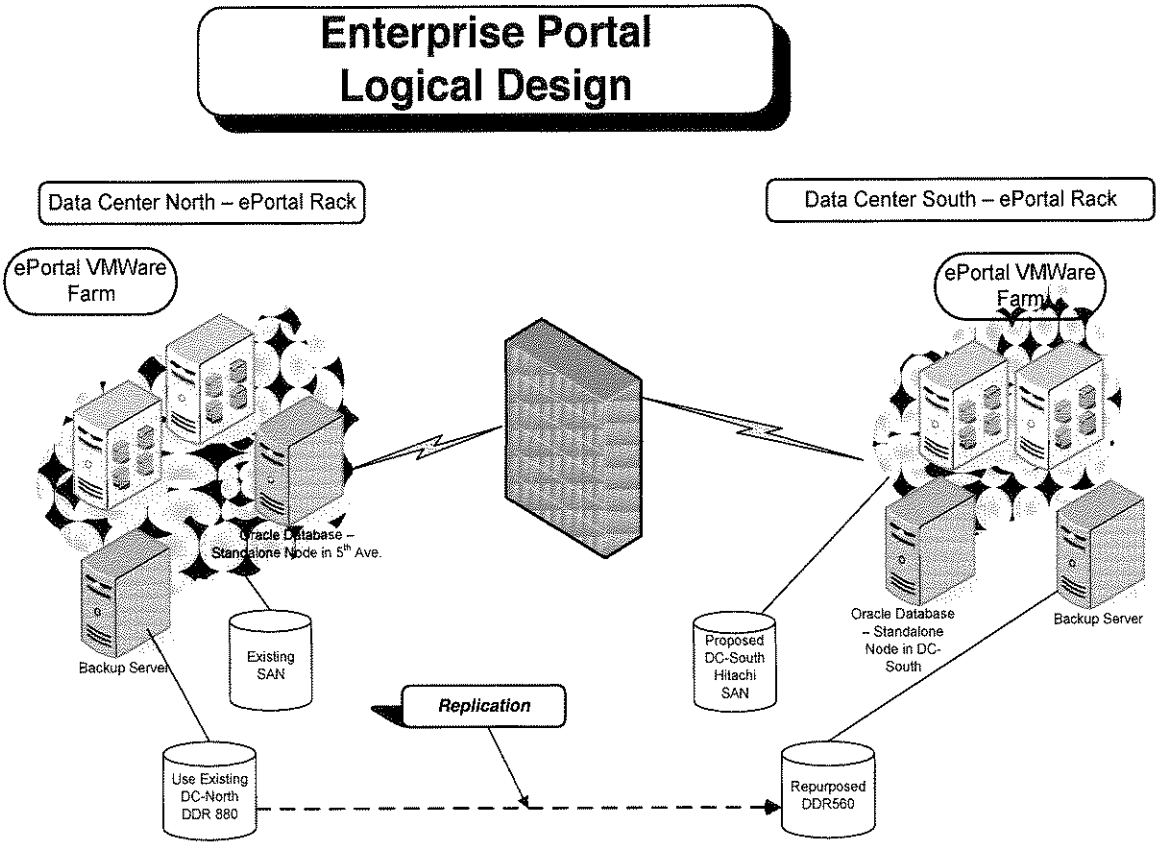
Enterprise Portal Architecture

C.1 Network Layout



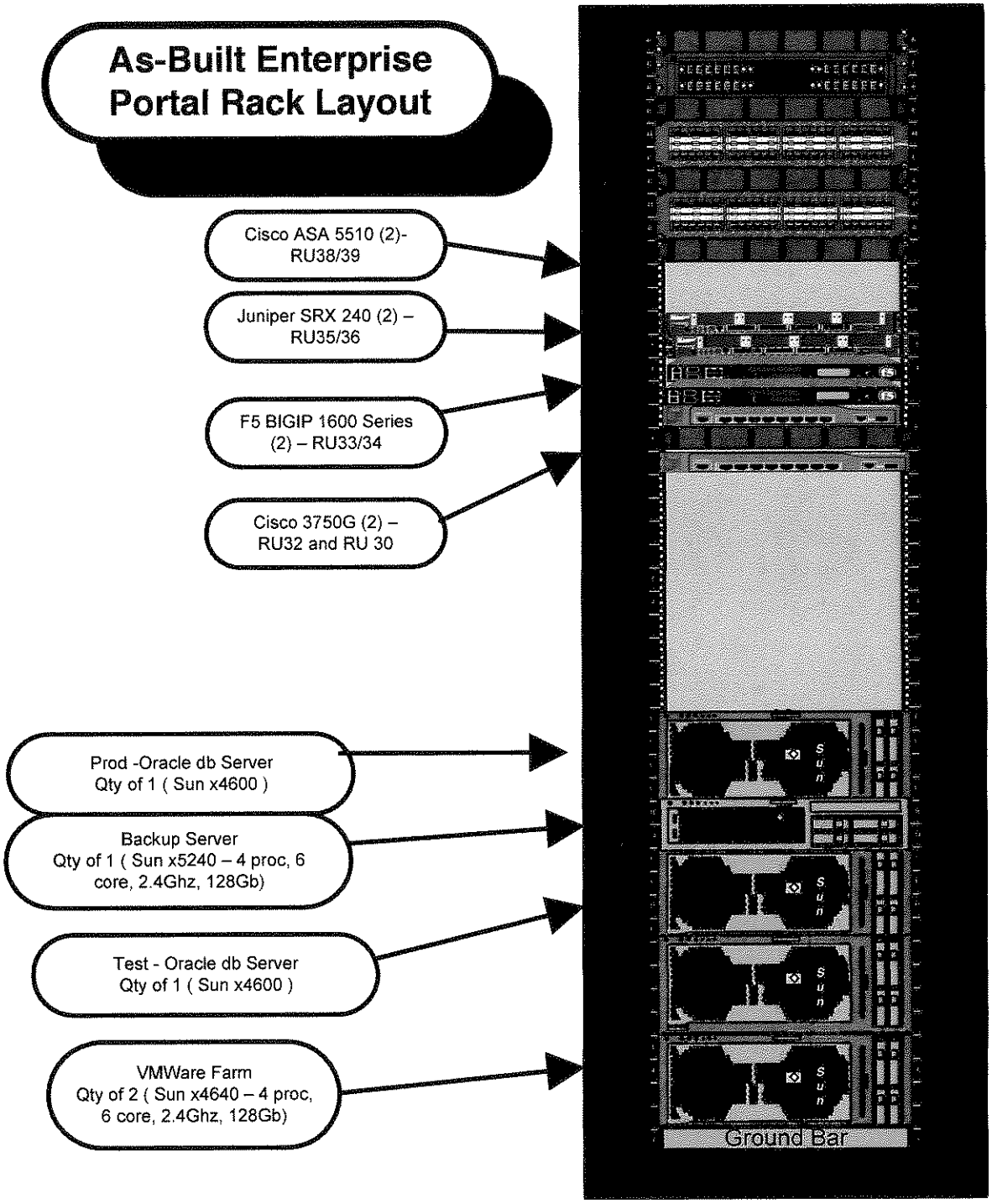
C.2 Logical Layout



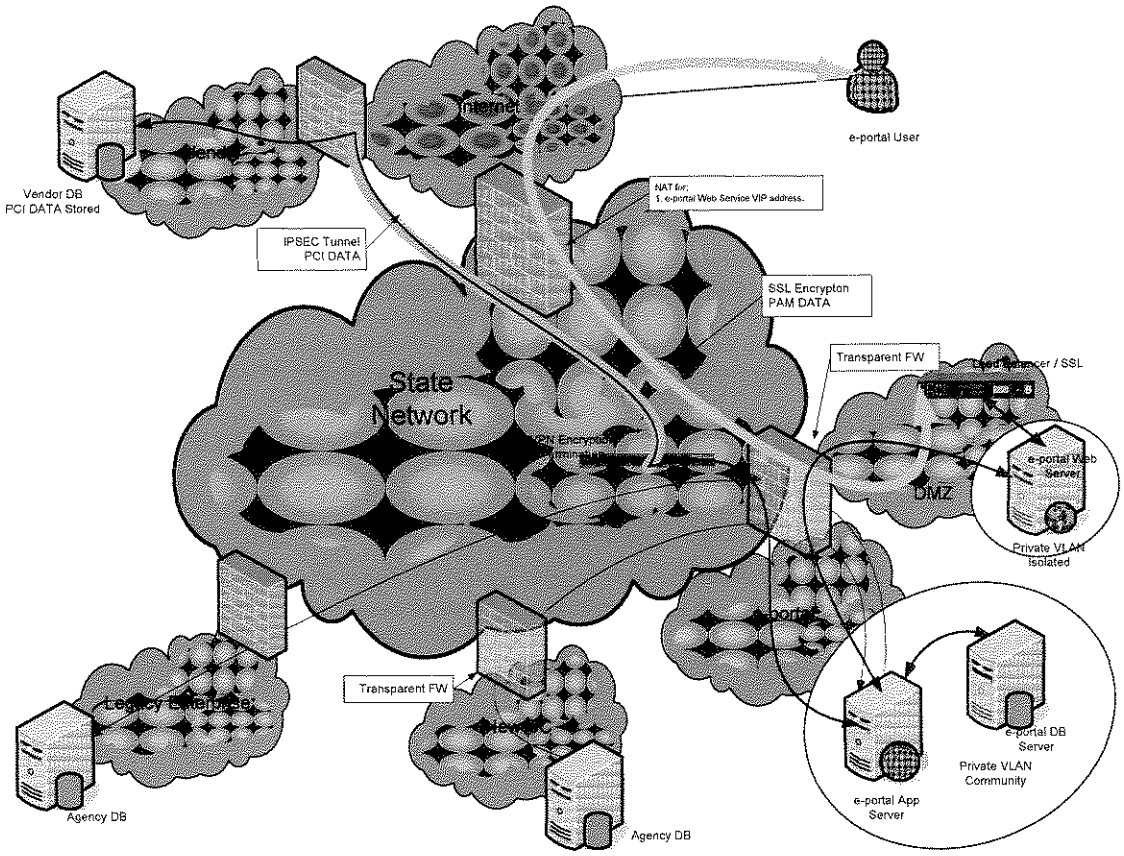
NOTE:

Each Data Center will have a "secure" rack of equipment to host and process the applications that handle all PCI transactions.
The data is replicated between data centers for redundancy and disaster recovery purposes.
All appropriate hardware and software will be repurposed into DC-North or DC-South final production environments

C.3 Rack Layout



C.4 Virtual Private Network



Service Level Agreements

D.1 General

a. Service Level Agreement Categories. The Enterprise Portal Contract is a performance-based contract that will be conducted per Service Level Agreements (SLAs). SLA categories include:

(1) Deliverables

(a) Quality (D.2.a)

(b) Timeliness (D.2.b)

(2) Program Management

(a) Coordination (D.3.a)

(b) Updates (D.3.b)

(3) Applications Operation and Maintenance

(a) Application Problem Response – Peak Hours (D.4.a)

(b) Application Problem Response – Off-Peak Hours (D.4.b)

(c) Application Problem Response – Weekends / Holidays (D.4.c)

(d) Application Availability (D.4.d)

(e) Payment Processing Engine Availability (D.4.e)

(f) Security Event Notification (D.4.g)

(g) Information Assurance Vulnerability Alert Response (D.4.h)

(4) Customer Service

(a) Customer Satisfaction (D.5.a)

(b) 1st Call Resolution Rate (D.5.c)

(c) Ticket Resolution by Priority (D.5.d)

(5) Project Management

(a) Meeting Small Project Schedules (D.6.a)

(b) Meeting Medium Project Schedules (D.6.b)

(c) Meeting Large Project Schedules (D.6.c)

(d) Updates to Project Management Documentation (D.6.d)

b. Exemption to SLAs. The Contractor shall not be responsible for any SLA during the time of any delays or failures caused by the State, its agencies, employees, infrastructure, systems, databases or third party providers, force majeure events (including, without limitation, acts of God, natural disaster, war, flood, famine, and other causes outside of the Contractor's control). In addition, scheduled and emergency maintenance shall be excluded form any SLA calculation, provided that, in the instance of scheduled maintenance, the Contractor provides the State at least ninety-six (96) hours prior notice.

c. Adjustment to SLAs. Requests of the State to prioritize or provide emergency services may affect the Contractor's ability to meet SLAs; the parties will equitably adjust the SLAs by mutual agreement in such event and documented in a Memorandum of Understanding (MOU). Problems arising from end user systems and end user errors are not included in the Contractor's SLAs.

d. Quarterly Review. The State and the Contractor agree to review all SLAs and Performance Level Measurements quarterly to evaluate SLAs and Measurements for reasonableness. Changes to SLAs and Measurements will be agreed to and documented in a MOU. During the Quarterly Review the credit units and debit units that have been accumulated during the quarter will be tallied and agreed upon as well. See D.1.f and D.1.g for the definition of Credit and Debit Units.

e. Rounding of SLA Measurements. All SLA measurements will be rounded to the nearest hundredth.

f. Credit Units. A Credit Unit is an hour of Web Designer / Developer time provided by the Contractor to the State. With the exception of the Customer Satisfaction SLA (see D.5.a), in the event that the Contractor's actual performance with respect to the specific SLAs falls outside the "acceptable or exceptional" Service Level Scorecard Ranges established in the contract for a particular SLA, for the specified measurement interval, and the reason is one that is within the Contractor's control, the Contractor will provide to the State the Service Level Credit Unit(s) [Credit Units] as established for that Service Level, if any, equating to a number of billable hours of application development (classification of Web Designer / Developer per hour service) to be applied against the Contactor's Variable Services.

g. Debit Units. A Debit Unit is an hour of Web Designer / Developer time that the State provides to the Contractor that can be "banked" against Credit Units accumulated. With the exception of the Contract extension incentive for the Customer Satisfaction SLA (see D.5.a), in the event that the Contractor's actual performance with respect to the specific SLAs complies with the "Exceptional" Service Level Scorecard Range established in the Contract for a particular SLA, for the specified measurement interval, the Contractor will receive a debit from the State in the form of Service Level Debit Units [Debit Units] as established for that SLA, if any, equating to a number of billable hours of application development (classification of Web Designer / Developer per hour service) to be applied to offset Credit Units provided by the Contractor to the State.

h. Banking of Service Level Units. These Service Level Units will be "banked" for use by the appropriate party on a monthly basis, and the status of these banked Service Level Units will be reported on a monthly basis by the Contractor. The Service Level Units will then be netted on a quarterly basis, at which time the parties shall apply net Credit Units if any to the State (Credits less Debits) as a Variable Services discount line item on the Contractor's next monthly invoice.

i. Carryover and Limitation of Service Level Units. The net Service Level Units may also be carried over from one quarter to the next. The total Contractor's Debit Units are limited to five hundred (500) at any time. The State is capped at receiving no more than 250 Credit Units per quarter.

j. Customer Satisfaction SLA

(1) General Description. Each time a customer uses the Enterprise Portal Help Desk they will be afforded the opportunity to complete a web-based survey to verify the accuracy of closure information and satisfaction with the support provided. In addition, customers of variable services (i.e., project-based support) will be afforded the opportunity to complete the on-line survey on a monthly basis.

(2) Survey Questions. A small number of predetermined survey questions with numerically represented answers will be used to evaluate satisfaction with the Contractor's Baseline and/or Variable services support. Numerical answers will be averaged to develop a satisfaction index. The customer who received Contractor service will be offered the opportunity to rate the Enterprise Portal Customer Service they received. See Contract Attachment D, Section D.5.a.(1)(c), below, for the rating scales that will be used.

(3) Customer Satisfaction Survey Results Reporting. The raw survey data will be sent directly from the web-based survey engine to the State's Portal Manager. The State Portal Manager will also be afforded direct access to the online survey statistics that have been accumulated. The Contractor will analyze the customer satisfaction data and include the survey results, data trending and corrective and recommended actions in the monthly report to the PAC (see A.6.d (5) (b) iv – Monthly Status Report for the Portal Advisory Committee).

(4) Quarterly Customer Satisfaction Index. Each quarter, the preceding three (3) monthly satisfaction indexes will be averaged to determine the level of customer satisfaction with the Portal services provided by the Contractor for that quarter.

(5) Customer Satisfaction Incentive. At the end of the second year of the Contract, the State will assess the level of Customer Satisfaction. If the Customer Satisfaction Index average is less than 7 (Good), at the State's option, the State may choose not to exercise the Contract Option period at B.2 and instead re-compete the Portal Contract.

D.2 Deliverable Service Level Agreements

a. Deliverable Quality

(1) General Description. The State will perform an in-depth review on each deliverable (Program Management as well as Project Management) that it receives. The review will consider the following deliverable characteristics:

(a) Accuracy, correctness

(b) Level of detail (sufficient to prevent, minimize, avoid errors when used as intended)

(c) Usability (clarity, conciseness, consistency)

(d) Conformance to applicable State standards

(e) Pervasiveness of cosmetic errors (spelling, grammar, syntax, etc.)

(2) Acceptable Response. An acceptable response is:

(a) State approval of deliverables at least seventy-five percent (75%) of the time for deliverables submitted for the first time; and

(b) State approval of deliverables at least ninety-five percent (95%) of the time for deliverables submitted for the second time.

(c) The Contractor does not receive any debits for this SLA for meeting an acceptable response. The debit incentive is for service above and beyond what is normally expected under this Contract.

(3) Service Level Agreement and Dependency. This SLA is dependent on the State and Contractor mutually agreeing on the format and content of each deliverable prior to completion and submission to the State for review. The Contractor will meet with the appropriate State staff and obtain approval of a Deliverable Expectation Document for each deliverable to be submitted to the State for approval. The State will use a spell and grammar checker on deliverables. Obvious spelling and grammatical errors will be grounds for rejection. If the Contractor believes the State is in error, the Contractor may request further review with the State Portal Manager. The State has no desire to work with a Contractor that would produce less than a quality product and deploy a customer-facing application with defects.

(4) Performance Level Measurement. The Performance Level Measurement is:

(a) The total number of deliverables approved (First Submission) / total number of deliverables submitted for approval (First Submission); and

(b) The total number of deliverables approved (Second Submission) / total number of deliverables submitted for approval (Second Submission).

(5) Service Level Unit (Credit or Debit). Each Service Level Unit (Credit or Debit) equals to one (1) Web Designer / Developer development hour.

(6) Reporting Interval. The reporting interval will be monthly.

(7) Measurement Interval. The measurement interval will be quarterly.

(8) Service Level Scorecard Ranges

Approval of Deliverables Submitted First Time	Exceptional	Acceptable	Marginal	Unsatisfactory
	90 - 100%	75 – 89%	50 - 74%	0 - 49%
Service Level Credit Units	0	0	10	20
Service Level Debit Units	15	0	0	0

Approval of Deliverables Submitted Second Time	Exceptional	Acceptable	Marginal	Unsatisfactory
	100%	95 - 99%	75 - 94%	0 - 74%
Service Level Credit Units	0	0	15	25
Service Level Debit Units	5	0	0	0

b. Deliverable Submission Timeliness

(1) General Description. The Contractor will be evaluated with respect to meeting submission timelines for deliverables.

(2) Acceptable Response. An acceptable response is submission of deliverables at least ninety percent (90%) of the time per the agreed upon schedule with the State. The Contractor does not receive any debits for this SLA for meeting an acceptable response. The debit incentive is for service above and beyond what is normally expected under this Contract.

(3) Service Level Agreement and Dependency. This SLA is dependent on the State and Contractor mutually agreeing on the schedule for submission of deliverables. The agreement can be the contractual requirements stated herein for deliverables or a mutually agreed upon baselined Microsoft project schedule.

(4) Performance Level Measurement. The Performance Level Measurement is the total number of deliverables submitted within the timeframe specified / total number of deliverables due.

(5) Service Level Unit (Credit or Debit). Each Service Level Unit (Credit or Debit) equals to one (1) Web Designer / Developer development hour.

(6) Reporting Interval. The reporting interval will be monthly.

(7) Measurement Interval. The measurement interval will be quarterly.

(8) Service Level Scorecard Ranges

Deliverable Submission Timeliness	Exceptional	Acceptable	Marginal	Unsatisfactory
	95 - 100%	90 - 94%	75 - 89%	0 - 74%
Service Level Credit Units	0	0	10	20
Service Level Debit Units	15	0	0	0

D.3 Portal Program Management

a. Coordination with the State Portal Manager

(1) General Description. This SLA addresses the requirement that the Contractor will coordinate all activities through the State Portal Manager.

(2) Acceptable Response. An acceptable response is that the Contractor will coordinate 95 – 99% of contract activities through the State Portal Manager unless the Contractor is authorized in writing to coordinate specific activities with designated State entities. The Contractor does not receive any debits for this SLA for meeting an acceptable response. The debit incentive is for service above and beyond what is normally expected under this Contract.

(3) Service Level Agreement and Dependency. This SLA is dependent on the Contractor and the State Portal Manager agreeing in writing to which activities must be coordinated through the State Portal Manager and which activities the Contractor may conduct direct liaison with other State entities.

(4) Performance Level Measurement. The Performance Level Measurement is the total number of activities coordinated through the State Portal Manager within the timeframe specified / total number of activities that were required to be coordinated through the State Portal Manager.

(5) Service Level Unit (Credit or Debit). Each Service Level Unit (Credit or Debit) equals to one (1) Web Designer / Developer development hour.

(6) Reporting Interval. The reporting interval will be monthly.

(7) Measurement Interval. The measurement interval will be quarterly.

(8) Service Level Scorecard Ranges

Coordination Through State Portal Manager	Exceptional	Acceptable	Marginal	Unsatisfactory
	100%	95 – 99%	90 - 94%	0 - 89%
Service Level Credit Units	0	0	10	20
Service Level Debit Units	15	0	0	0

b. Updates to Program Management Documentation

(1) General Description. This SLA addresses the requirement that the Contractor will maintain and keep current the Program Management Plan and subsidiary plans throughout the contract period of performance.

(2) Acceptable Response. An acceptable response is that the Contractor will update the Program Management Plan and subsidiary plans ninety percent (90%) of the time within five (5) business days after changes have been approved by the State Portal Manager. The Contractor does not receive any debits for this SLA for meeting an acceptable response. The debit incentive is for service above and beyond what is normally expected under this Contract.

(3) Service Level Agreement and Dependency. This SLA is dependent on the Contractor ensuring that as changes occur to the Program Management Plan they are identified to the State Portal Manager for approval and updated within the SLA timeframe.

(4) Performance Level Measurement. The Performance Level Measurement is the total number of identified PMP Plan - Subsidiary Plan updates / total number of PMP Plan - Subsidiary Plan updates required.

(5) Service Level Unit (Credit or Debit). Each Service Level Unit (Credit or Debit) equals to one (1) Web Designer / Developer development hour.

(6) Reporting Interval. The reporting interval will be monthly.

(7) Measurement Interval. The measurement interval will be quarterly.

(8) Service Level Scorecard Ranges

Updates to the Program Management Plan and Subsidiary Plans	Exceptional	Acceptable	Marginal	Unsatisfactory
	95 – 100%	90 – 94%	80 - 89%	0 - 79%
Service Level Credit Units	0	0	10	20
Service Level Debit Units	15	0	0	0

D.4 Portal / Applications Operations and Maintenance Service Level Agreements

a. Applications – Problem Response – Peak Usage Period

(1) General Description. This SLA addresses the timeliness of the Contractor responding to portal application production problems during peak usage periods. Peak usage periods are defined as State business days from 7 a.m. to 5 p.m. (Central Standard Time), excluding weekends and State-recognized holidays. This SLA is dependent on implementation of an effective tracking mechanism as agreed upon between the State and the Contractor. This SLA is applicable only to supported applications post Transition-In Services. An application production problem for a shared service (such as a payment processor) is counted as a single occurrence. Also, an infrastructure failure (within control of the Contractor) that affects multiple applications is counted as one occurrence.

(2) Acceptable Response. An acceptable response is:

(a) If the issue is identified as simple (requires a restart of the affected application software or system), then the Contractor will resolve the production problem within the required response time; and

(b) If the issue is identified as complex (requires more than the restart of the affected application software or system), then the Contractor will provide resolution or a timeline for resolution.

(c) If the Contractor is unable to identify the nature of the problem, then the Contractor will continue to troubleshoot and provide ongoing updates at regular intervals as specified (e.g., every two (2) hours within peak usage period, every six (6) hours during off-peak usage periods and every twelve (12) hours during weekends and holidays. The State must designate to the Contractor in writing in advance the party to which updates and resolutions are to be provided.

(d) The Contractor does not receive any debits for this SLA for meeting an acceptable response. The debit incentive is for service above and beyond what is normally expected under this Contract.

(3) Service Level Agreement and Dependency. This SLA is dependent on implementation of an effective tracking mechanism as agreed upon between the State and the Contractor. Supported application production problem events logged and assigned to the Contractor will be responded to by the Contractor within two (2) hours during peak usage periods.

(4) Performance Level Measurement. The Performance Level Measurement is the total number of supported application production problem events assigned to the Contractor during peak usage periods that are responded to within two (2) hours divided by total number of supported application production problem events assigned to the Contractor during peak usage periods.

(5) Service Level Unit (Credit or Debit). Each Service Level Unit (Credit or Debit) equals to one (1) Web Designer / Developer development hour.

(6) Reporting Interval. The reporting interval will be monthly.

(7) Measurement Interval. The measurement interval will be quarterly.

(8) Service Level Scorecard Ranges

App Problem Response - Response within 2 hours - Peak Usage	Exceptional	Acceptable	Marginal	Unsatisfactory
	95 - 100%	90 - 94%	80 - 89%	0 - 79%
Service Level Credit Units	0	0	10	20
Service Level Debit Units	15	0	0	0

b. Applications – Problem Response – Off Peak Usage Period

(1) General Description. This SLA addresses the timeliness of the Contractor responding to portal application production problems during off peak usage periods. Off-Peak usage periods are defined as State business days from 5 p.m. to 7 a.m. (Central Standard Time), excluding weekends and State-recognized holidays. This SLA is dependent on implementation of an effective tracking mechanism as agreed upon between the State and the Contractor. This SLA is applicable only to supported applications post Transition-In Services. An application production problem for a shared service (such as a payment processor) is counted as a single occurrence. Also, an infrastructure failure (within control of the Contractor) that affects multiple applications is counted as one occurrence.

(2) Acceptable Response. An acceptable response is:

(a) If the issue is identified as simple (requires a restart of the affected application software or system), then the Contractor will resolve the production problem within the required response time; and

(b) If the issue is identified as complex (requires more than the restart of the affected application software or system), then the Contractor will provide resolution or a timeline for resolution.

(c) If the Contractor is unable to identify the nature of the problem, then the Contractor will continue to troubleshoot and provide ongoing updates at regular intervals as specified (e.g., every two (2) hours within peak usage period, every six (6) hours during off-peak usage periods and every twelve (12) hours during weekends and holidays. The State must designate to the Contractor in writing in advance the party to which updates and resolutions are to be provided.

(d) The Contractor does not receive any debits for this SLA for meeting an acceptable response. The debit incentive is for service above and beyond what is normally expected under this Contract.

(3) Service Level Agreement and Dependency. This SLA is dependent on implementation of an effective tracking mechanism as agreed upon between the State and the Contractor. Supported application production problem events logged and assigned to the Contractor will be responded to by the Contractor within six (6) hours during off-peak usage periods.

(4) Performance Level Measurement. The Performance Level Measurement is the total number of supported application production problem events assigned to the Contractor during off-peak usage periods that are responded to within six (6) hours divided by total number of supported application production problem events assigned to the Contractor during off-peak usage periods.

(5) Service Level Unit (Credit or Debit). Each Service Level Unit (Credit or Debit) equals to one (1) Web Designer / Developer development hour.

(6) Reporting Interval. The reporting interval will be monthly.

(7) Measurement Interval. The measurement interval will be quarterly.

(8) Service Level Scorecard Ranges

App Problem Response - Response within 6 hours – Off Peak Usage	Exceptional	Acceptable	Marginal	Unsatisfactory
	95 - 100%	90 - 94%	80 - 89%	0 - 79%
Service Level Credit Units	0	0	10	20
Service Level Debit Units	15	0	0	0

c. Applications – Problem Response – Weekends and Holidays Usage Period

(1) General Description. This SLA addresses the timeliness of the Contractor responding to portal application production problems during weekend and holiday usage periods. Weekends and holidays periods are defined as Saturdays, Sundays and State-recognized holidays starting at 5 p.m. the day prior to a Saturday or State-recognized holiday through 7 a.m. of the next State business day (Central Standard Time). This SLA is dependent on implementation of an effective tracking mechanism as agreed upon between the State and the Contractor. This SLA is applicable only to supported applications post Transition-In Services. An application production problem for a shared service (such as a payment processor) is counted as a single occurrence. Also, an infrastructure failure (within control of the Contractor) that affects multiple applications is counted as one occurrence.

(2) Acceptable Response. An acceptable response is:

(a) If the issue is identified as simple (requires a restart of the affected application software or system), then the Contractor will resolve the production problem within the required response time; and

(b) If the issue is identified as complex (requires more than the restart of the affected application software or system), then the Contractor will provide resolution or a timeline for resolution.

(c) If the Contractor is unable to identify the nature of the problem, then the Contractor will continue to troubleshoot and provide ongoing updates at regular intervals as specified (e.g., every two (2) hours within peak usage period, every six (6) hours during off-peak usage periods and every twelve (12) hours during weekends and holidays. The State must designate to the Contractor in writing in advance the party to which updates and resolutions are to be provided.

(d) The Contractor does not receive any debits for this SLA for meeting an acceptable response. The debit incentive is for service above and beyond what is normally expected under this Contract.

(3) Service Level Agreement and Dependency. This SLA is dependent on implementation of an effective tracking mechanism as agreed upon between the State and the Contractor. Supported application production problem events logged and assigned to the Contractor will be responded to by the Contractor within twelve (12) hours during weekend and holiday usage periods.

(4) Performance Level Measurement. The Performance Level Measurement is the total number of supported application production problem events assigned to the Contractor during weekend and holiday usage periods that are responded to within twelve (12) hours divided by total number of supported application production problem events assigned to the Contractor during weekend and holiday usage periods.

(5) Service Level Unit (Credit or Debit). Each Service Level Unit (Credit or Debit) equals to one (1) Web Designer / Developer development hour.

(6) Reporting Interval. The reporting interval will be monthly.

(7) Measurement Interval. The measurement interval will be quarterly.

(8) Service Level Scorecard Ranges

App Problem Response - Response within 12 hours – Weekends & Holidays	Exceptional	Acceptable	Marginal	Unsatisfactory
	95 - 100%	90 - 94%	80 - 89%	0 - 79%
Service Level Credit Units	0	0	10	20
Service Level Debit Units	15	0	0	0

d. Application Availability

(1) General Description. The State Enterprise Portal and Contractor supported applications shall be available 365 days a year and 24 hours a day, excluding force majeure events, as defined in the portal services contract. "Availability" means the portal / application static content will be accessible within those factors subject to the control of the Contactor, to a user via the Internet, if the Internet is or were functioning, from the hosted server. Minutes of downtime for scheduled maintenance shall be counted in the measurement. However, minutes of downtime during a scheduled maintenance period shall be counted as "Available" provided that a static "Not Available Due to Scheduled Maintenance" page is presented during the same period.

(2) Service Level Agreement and Dependency. The Application Availability SLA is 99.90% of 365 x 24 exclusive of Force Majeure events downtime. Minutes of availability will be determined based upon downtown as reported by customers via the Help Desk and/or the Remedy help desk ticket system.

(3) Performance Level Measurement. The Performance Level Measurement is the total number of minutes of Availability within the quarter divided by the total number of minutes per quarter less the sum of the total number of minutes of Force Majeure events downtime. Percentage of Uptime = Total number of minutes of Available within the quarter / (Total number or minutes per quarter - (total number or minutes of Force Majeure events downtime)).

(4) Service Level Unit (Credit or Debit). Each Service Level Unit (Credit or Debit) equals to one (1) Web Designer / Developer development hour.

(5) Reporting Interval. The reporting interval will be monthly.

(6) Measurement Interval. The measurement interval will be quarterly.

(7) Service Level Scorecard Ranges

Portal / Application Availability Service Level Scorecard Ranges	Exceptional	Acceptable	Marginal	Unsatisfactory
	>99.95%	99.90 to 99.94%	98.00 to 99.89%	<98.0%
Service Level Credit Units	0	0	25	50
Service Level Debit Units	15	0	0	0

e. External Payment Processing Engine Availability

(1) General Description. The Contractor provided PCI DSS compliant Payment Processing Engine (PPE) shall be available 365 days a year and 24 hours a day, excluding force majeure events, which are defined in Contract Section D.16. "Availability" means the PCI DSS compliant PPE will be accessible within those factors subject to the control of the Contactor, to a user via the Internet, if the Internet is or were functioning, from the hosted server. Minutes of downtime for scheduled maintenance shall be counted in the measurement. However, minutes of downtime during a scheduled maintenance period shall be counted as "Available" provided that a static "Not Available Due to Scheduled Maintenance" page is presented during the same period.

(2) Service Level Agreement and Dependency. The PPE Availability SLA is 99.90% of 365 x 24 exclusive of Force Majeure events downtime.

(3) Performance Level Measurement. The Performance Level Measurement for the PPE is the total number of minutes of Availability within the quarter divided by the total number of minutes per quarter less the sum of the total number of minutes of Force Majeure events downtime.

Percentage of Uptime = Total number of minutes of Available within the quarter / (Total number or minutes per quarter - (total number or minutes of Force Majeure events downtime)).

(4) Service Level Unit (Credit or Debit). Each Service Level Unit (Credit or Debit) equals to one (1) Web Designer / Developer development hour.

(5) Reporting Interval. The reporting interval will be monthly.

(6) Measurement Interval. The measurement interval will be quarterly.

(7) Service Level Scorecard Ranges

Portal / Application Availability Service Level Scorecard Ranges	Exceptional	Acceptable	Marginal	Unsatisfactory
	>99.95%	99.90 to 99.94%	98.00 to 99.89%	<98.0%
Service Level Credit Units	0	0	25	50
Service Level Debit Units	15	0	0	0

f. Time to Notify of a Security Event

(1) General Description. This SLA addresses the requirement for the Contractor to expeditiously notify the State of a possible security event from the time of first discovery.

(2) Service Level Agreement and Dependency. This SLA is dependent upon the Contractor and State agreeing on the types of security events and the escalation procedures established with the State for security type events.

(3) Performance Level Measurement. The Contractor is required to notify the State via the agreed upon escalation procedures within one (1) hour of discovery of a security type event.

(4) Service Level Unit (Credit or Debit). Each Service Level Unit (Credit or Debit) equals to one (1) Web Designer / Developer development hour.

(5) Reporting Interval. The reporting interval will be monthly.

(6) Measurement Interval. The measurement interval will be quarterly.

(7) Service Level Scorecard Ranges

Security Event Notification	Exceptional	Acceptable	Marginal	Unsatisfactory
	Within 10 Minutes	Within 1 Hour	1 – 3 Hours	Greater than 3 Hours
Service Level Credit Units	0	0	10	20
Service Level Debit Units	15	0	0	0

g. Information Assurance Vulnerability Alert (IAVA) Alert Response

(1) General Description. This SLA addresses the requirement for the Contractor to respond expeditiously to IAVA Alerts.

(2) Service Level Agreement and Dependency. This SLA is dependent upon the Contractor and State agreeing on the IAVA Alert Notification and Escalation process.

(3) Performance Level Measurement. IAVA Alerts must be responded to by the Contractor within twenty-four (24) hours and resolved within the applicable alert specification.

(4) Service Level Unit (Credit or Debit). Each Service Level Unit (Credit or Debit) equals to one (1) Web Designer / Developer development hour.

(5) Reporting Interval. The reporting interval will be monthly.

(6) Measurement Interval. The measurement interval will be quarterly.

(7) Service Level Scorecard Ranges

IAVA Alert Response / Resolve	Exceptional	Acceptable	Marginal	Unsatisfactory
	Within 8 hours	Within 8 – 24 hours	Within 24 – 48 hours	Greater than 48 hours
Service Level Credit Units	0	0	10	20
Service Level Debit Units	15	0	0	0

D.5 Customer Service

a. Customer Satisfaction

(1) General Description

(a) This SLA addresses the overall customer satisfaction with the Portal Services provided.

(b) Each time a customer uses the Portal Help Desk they will be afforded the opportunity to complete a web-based survey to verify the accuracy of closure information and satisfaction with the support provided. In addition, customers of variable services (i.e., project-based support) will be afforded the opportunity to complete the on-line survey on a monthly basis.

(c) A small number of predetermined survey questions with numerically represented answers will be used to evaluate satisfaction with the Contractor's Baseline and/or Variable services support. Numerical answers will be averaged to develop a satisfaction index. The customer who received Contractor service will be offered the opportunity to rate the Enterprise Portal Customer Service they received. The rating scale will range from:

1 – Poor
2 – Poor to Fair
3 – Fair
4 – Fair to Average
5 – Average
6 – Average to Good
7 – Good
8 – Good to Excellent
9 – Excellent

If the response is less than Average, the Customer will be asked to comment on their rating.

Customers will also be asked to rate the overall functionality, features and usability of the State of Tennessee Enterprise Portal. The rating scale will range from:

1 – Poor
2 – Poor to Fair
3 – Fair
4 – Fair to Average
5 – Average
6 – Average to Good
7 – Good
8 – Good to Excellent
9 – Excellent

Customers will have the capability to provide comments regarding the State of Tennessee Portal. How can we improve the Portal? What additional functionality and features would they like to see added?

Finally, the customer will have the capability to provide any other comments they would like to provide regarding the State of Tennessee Portal.

(2) Performance Level Measurement. Each quarter, the preceding three (3) monthly satisfaction indexes will be averaged to determine the level of customer satisfaction with the Portal itself and with the Portal services provided by the Contractor for that quarter.

(3) Service Level Incentive. At the end of the second year of the Contract, the State will assess the level of Customer Satisfaction. If the Customer Satisfaction Index average is less than 7 (Good) the State may choose not to exercise the Contract Option period at B.2 and will re-compete the Portal Contract.

(4) Reporting Interval. The reporting interval will be monthly.

(5) Measurement Interval. The measurement interval will be quarterly.

b. First Call Resolution

(1) General Description. This SLA addresses the experience and expertise of the Contractor Customer Service Help Desk to resolve issues on the first call / contact.

(2) Service Level Agreement and Dependency. This SLA is dependent upon the use of the State's Remedy system to capture Enterprise Portal Helpdesk Tickets assigned and resolved.

(3) Performance Level Measurement. The Contractor will resolve at least seventy percent (70%) of all assigned tickets on the first call / contact with the customer requiring assistance. The Performance Level Measurement will be Total Tickets Resolved on First Call / Total Number of Tickets for the Reporting Period.

(4) Service Level Unit (Credit or Debit). Each Service Level Unit (Credit or Debit) equals to one (1) Web Designer / Developer development hour.

(5) Reporting Interval. The reporting interval will be monthly.

(6) Measurement Interval. The measurement interval will be quarterly.

(7) Service Level Scorecard Ranges

First Call Resolution	Exceptional	Acceptable	Marginal	Unsatisfactory
	85 – 100%	70 – 84%	60 - 69%	0 - 59%
Service Level Credit Units	0	0	10	20
Service Level Debit Units	15	0	0	0

c. Ticket Resolution by Priority

(1) General Description. This SLA addresses the resolution of Portal Help Desk tickets by assigned priority.

(2) Service Level Agreement and Dependency. This SLA is dependent upon the use of the State's Remedy system to capture Enterprise Portal Helpdesk Tickets and assignment to the Contractor's Customer Service Help Desk.

(3) Performance Level Measurement. The Contractor will resolve at least ninety percent (90%) of all assigned Help Desk tickets as described below:

Priority 1 – Very High Priority Critical Issue; Business Halted; Critical component(s) / functionality down; multiple users affected; no work around exists. This reported issue / defect requires immediate attention, has the highest priority and will be responded to within one (1) Hour and resolved within four (4) hours or sooner, bringing to bear all reasonable resources.

Priority 2 – High Priority Critical Issue; Business Impacted; Critical component(s) / functionality degraded; multiple or single user affected; no work around exists. This reported issue / defect requires responding to within two (2) Hours / Resolve within one (1) working day – eight (8) business hours.

Priority 3 – Medium Priority Non-critical Issue; Multiple, non-critical component(s) / functionality down or degraded; multiple or single users affected; work-around exists. This reported issue / defect does not require immediate attention as a temporary work-around exists. Non-critical S-3 issues / defects will be responded to within one (1) working day / resolved within 10 business days.

Priority 4 – Low Priority Non-critical Issue; Little or no impact to business or to users. This reported issue / defect does not require immediate attention or it involves long range planning. Non-critical S-4 issues / defects are of low priority and will be responded to within two (2) working days / resolved within 30 business days.

(4) Service Level Unit (Credit or Debit). Each Service Level Unit (Credit or Debit) equals to one (1) Web Designer / Developer development hour.

(5) Reporting Interval. The reporting interval will be monthly.

(6) Measurement Interval. The measurement interval will be quarterly.

(7) Service Level Scorecard Ranges

Ticket Resolution by Priority 1, 2, 3, 4	Exceptional	Acceptable	Marginal	Unsatisfactory
	95 – 100%	90 - 94%	75 - 89%	0 - 74%
Service Level Credit Units	0	0	10	20
Service Level Debit Units	15	0	0	0

D.6 Project Management

a. Portal Projects – Small Projects ($0 - $50,000)

(1) General Description. This SLA addresses the delivery of variable service projects by the agreed upon delivery date.

(2) Acceptable Response. Variable Services Projects (Small projects) delivered for State and agency approval upon the Contractor's estimate that such development or enhancement meets the specification of the Service Request (delivered as meeting specifications) by the agreed delivery date specified in the estimate, or last revised, mutually approved Service Request, which has been agreed to by State and the Contractor, provided all other participants (e.g., OIR, state agencies, Contractors, users and other service providers) have met all agreed upon commitments. The Contractor does not receive any debits for this SLA for meeting an acceptable response. The debit incentive is for service above and beyond what is normally expected under this Contract.

(3) Service Level Agreement and Dependency. Approved schedules may be adjusted by agreement between State and the Contractor. In the event that the Contractor fails to deliver projects within new development or enhancement by the estimated, or last revised and mutually approved delivery date, then the Contractor will provide the name of the project and the reason for the delayed project in the Project Report.

(4) Performance Level Measurement. The Performance Level Measurement is the percentage of slippage from the agreed upon and baselined schedule for Small Projects. Slippages of 10 – 19% of schedule are marginal. Slippages of greater that 20% of the baselined schedule is unsatisfactory.

(5) Service Level Unit (Credit or Debit). Each Service Level Unit (Credit or Debit) equals to one (1) Web Designer / Developer development hour.

(6) Reporting Interval. The reporting interval will be monthly.

(7) Measurement Interval. The measurement interval will be quarterly.

(8) Service Level Scorecard Ranges

Service Request Completion Ranges (Small Projects)	Exceptional	Acceptable	Marginal	Unsatisfactory
	95 - 100%	90 - 94%	80 - 89%	0 - 79%
Service Level Credit Units	0	0	10	20
Service Level Debit Units	15	0	0	0

b. Portal Projects – Medium Projects ($50,000 - $125,000)

(1) General Description. This SLA addresses the delivery of variable service projects by the agreed upon delivery date.

(2) Acceptable Response. Variable Services Projects (Medium projects) delivered for State and agency approval upon the Contractor's estimate that such development or enhancement meets the specification of the Service Request (delivered as meeting specifications) by the agreed delivery date specified in the estimate, or last revised, mutually approved Service Request, which has been agreed to by State and the Contractor, provided all other participants (e.g., OIR, state agencies, Contractors, users and other service providers) have met all agreed upon commitments. Contractor does not receive any debits for this SLA for meeting an acceptable response. The debit incentive is for service above and beyond what is normally expected under this Contract.

(3) Service Level Agreement and Dependency. Approved schedules may be adjusted by agreement between State and the Contractor. In the event that the Contractor fails to deliver projects within new development or enhancement by the estimated, or last revised and mutually approved delivery date, then the Contractor will provide the name of the project and the reason for the delayed project in the Project Report.

(4) Performance Level Measurement. The Performance Level Measurement is the percentage of slippage from the agreed upon and baselined schedule for Medium Projects. Slippages of 10 – 19% of schedule are marginal. Slippage of greater that 20% of the baselined schedule is unsatisfactory.

(5) Service Level Unit (Credit or Debit). Each Service Level Unit (Credit or Debit) equals to one (1) Web Designer / Developer development hour.

(6) Reporting Interval. The reporting interval will be monthly.

(7) Measurement Interval. The measurement interval will be quarterly.

(8) Service Level Scorecard Ranges

Service Request Completion Ranges (Medium Projects)	Exceptional	Acceptable	Marginal	Unsatisfactory
	95 - 100%	90 - 94%	80 - 89%	0 - 79%
Service Level Credit Units	0	0	15	30
Service Level Debit Units	20	0	0	0

c. Portal Projects – Large Projects (Greater than $126,000)

(1) General Description. This SLA addresses the delivery of variable service projects by the agreed upon delivery date.

(2) Acceptable Response. Variable Services Projects (Large projects) delivered for State and agency approval upon the Contractor's estimate that such development or enhancement meets the specification of the Service Request (delivered as meeting specifications) by the agreed delivery date specified in the estimate, or last revised, mutually approved Service Request, which has been agreed to by State and the Contractor, provided all other participants (e.g., OIR, state agencies, Contractors, users and other service providers) have met all agreed upon commitments. The Contractor does not receive any debits for this SLA for meeting an acceptable response. The debit incentive is for service above and beyond what is normally expected under this Contract.

(3) Service Level Agreement and Dependency. Approved schedules may be adjusted by agreement between State and the Contractor. In the event that the Contractor fails to deliver projects within new development or enhancement by the estimated, or last revised and mutually approved delivery date, then the Contractor will provide the name of the project and the reason for the delayed project in the Project Report.

(4) Performance Level Measurement. The Performance Level Measurement is the percentage of slippage from the agreed upon and baselined schedule for Large Projects. Slippages of 10 – 19%

of schedule are marginal. Slippage of greater that 20% of the baselined schedule is unsatisfactory.

(5) Service Level Unit (Credit or Debit). Each Service Level Unit (Credit or Debit) equals to one (1) Web Designer / Developer development hour.

(6) Reporting Interval. The reporting interval will be monthly.

(7) Measurement Interval. The measurement interval will be quarterly.

(8) Service Level Scorecard Ranges

Service Request Completion Ranges (Large Projects)	Exceptional	Acceptable	Marginal	Unsatisfactory
	95 - 100%	90 - 94%	80 - 89%	0 - 79%
Service Level Credit Units	0	0	20	35
Service Level Debit Units	25	0	0	0

d. Updates to Project Management Documentation

(1) General Description. This SLA addresses the requirement that the Contractor will maintain and keep current the Project Management Plan and subsidiary plans through project completion.

(2) Acceptable Response. An acceptable response is that the Contractor will update the Project Management Plan and subsidiary plans ninety percent (90%) of the time within five (5) business days after changes have been approved. The Contractor does not receive any debits for this SLA for meeting an acceptable response. The debit incentive is for service above and beyond what is normally expected under this Contract.

(3) Service Level Agreement and Dependency. This SLA is dependent on the Contractor ensuring that as changes occur to the Project Management Plan they are identified to the State Portal Manager for approval and updated within the SLA timeframe.

(4) Performance Level Measurement. The Performance Level Measurement is the total number of identified changes updated / total number of changes required.

(5) Service Level Unit (Credit or Debit). Each Service Level Unit (Credit or Debit) equals to one (1) Web Designer / Developer development hour.

(6) Reporting Interval. The reporting interval will be monthly.

(7) Measurement Interval. The measurement interval will be quarterly.

(8) Service Level Scorecard Ranges

Updates to the Project Management Plan and Subsidiary Plans	Exceptional	Acceptable	Marginal	Unsatisfactory
	95 – 100%	90 – 94%	80 - 89%	0 - 79%
Service Level Credit Units	0	0	10	20
Service Level Debit Units	15	0	0	0

TENNESSEE INFORMATION RESOURCES ARCHITECTURE (TECHNICAL ARCHITECTURE)

To follow this page.

State of Tennessee Enterprise Architecture

Technology Architecture

Standard Product Components

Submitted on February 20, 2009 to:
State of Tennessee Office for Information Resources Executive Leadership Team

Executive Sponsor

Mark Bengel
State of Tennessee Chief Information Officer
Department of Finance and Administration
Office for Information Resources

Technology Architecture Framework

The State of Tennessee Information Systems Council (ISC) has assigned the responsibility for the development of the State's Technology Architecture to the Office for Information Resources. The Technology Architecture is an integral part of the Enterprise Architecture and is the official publication documenting information technology products and standards.

Technology Architecture Standards are applicable to all state agencies (e.g., departments, boards, commissions, offices, and institutions of the state) and extend to vendors contracted to work for state agencies. Exceptions to Enterprise Architecture standards are governed by the Waiver/Exception process (see Appendix A).

The Technology Architecture establishes technical requirements which govern the planning, acquisition, use, and management of information technology resources. It organizes, classifies, and categorizes them in an orderly framework of Domains, Disciplines and Technology Areas. The concept of domains, disciplines and technology areas are aligned with the National Association of State Chief Information Officers (NASCIO) Enterprise Architecture Toolkit.

Technology Architecture Domains

The Technology Architecture Domains are listed below with a brief description.

Application

The Application Domain documents the languages, tools and utilities to design, build, deploy, operate and maintain the State's applications.

Collaboration

The Collaboration Domain identifies standards and components that facilitate interaction of the workforce and promote group productivity.

Data

The Data Domain addresses technology requirements for the storage and management of critical State data in electronic form.

Information

The Information Domain addresses technology requirements for development and maintenance of areas requiring significant multi-agency coordination in the context of enterprise data and resource management.

Network

The Network Domain documents the technology required to support the movement of electronic information and to support the voice, data and video infrastructures.

Platform

The Platform Domain identifies technology hardware platforms and the related operating systems to support the current and future business requirements, standardizes configurations and defines host communications.

Security

The Security Domain provides for integrating security services, mechanisms, objects and management functions, across multiple hardware and software platforms and networks.

Systems Management

The Systems Management Domain defines the framework for efficient and effective management of the State's information processing environment, including monitoring and management of peripheral devices, processes for production systems, and the capability to recover the production environment in part or in whole.

Technology Architecture Product Phases

The Technology Architecture Products component facilitates planning by identifying a lifecycle phase for each standard product. The phases are listed below with a brief description.

Emerging

Technologies that, while possibly accepted as well utilized thoughout the industry, are new to the enterprise. It is generally understood that emerging technologies be considered carefully before implementing in the enterprise-wide architecture. It is therefore recommended that, for initial implementation, emerging technologies be limited to smaller, non-mission-critical projects until it is proven that they can be integrated sucessfully into the existing enterprise architecture.

Current

Technologies that are the current standard for use within the enterprise, and tested and generally accepted as standard within the industry. These items comply with or support the principles listed for the discipline.

Twilight

Technologies being phased out by the enterprise but not yet having an established end date.

Obsolete

Technologies that have been phased out and cannot be used within the organization past a specific date.

Technology Architecture Product Standards

Domain: Application

Discipline: Application Access

Technology Area: Application Server

Product Component	Notes	PhaseName
IBM Websphere Application Server	Runs on z/OS, Solaris, Linux, Window	Current
Microsoft .NET	Runs on Windows	Current
Oracle Application Server 10g	Runs on Solaris, Linux, Windows, Des	Current
Oracle Application Server 9i	Runs on Solaris, Linux, Windows, Des	Twilight
Red Hat JBoss	Runs on Linux, Windows	Current

Technology Area: Web Browser

Product Component	Notes	PhaseName
Internet Explorer 5	Runs on Solaris, Desktop	Twilight
Internet Explorer 6	Runs on Solaris, Desktop	Twilight
Internet Explorer 7	Runs on Solaris, Desktop	Current
Internet Explorer 8	Runs on Solaris, Desktop	Emerging
Netscape	Runs on Desktop	Obsolete

Technology Area: Web Server

Product Component	Notes	PhaseName
IBM HTTP Server	Runs on z/OS, Solaris, Linux, Window	Current
Microsoft Internet Information Server	Runs on Windows	Current
Netscape	Runs on Solaris, Desktop (Solaris for	Twilight
Open Source Apache Web Server 2.0 or higher	Runs on Solaris, Linux, Windows	Current
Oracle Apache (formerly Oracle HTTP Server)	Runs on Solaris	Current

Discipline: Application Configuration Management

Technology Area: Application Change Management

Product Component	Notes	PhaseName
Serena PVCS Teamtrack	Runs on Solaris, Netware, Desktop	Current

Technology Architecture Product Standards

Technology Area: Application Release Management

Product Component	Notes	PhaseName
Serena PVCS Builder	Runs on Solaris, Netware, Windows,	Twilight

Technology Area: Application Version Control

Product Component	Notes	PhaseName
Librarian Change Control Facility	Runs on z/OS	Current
Oracle Software Configuration Management	Runs on Solaris, Windows, Desktop	Emerging
Serena PVCS Version Manager	Runs on Solaris, Netware, Windows,	Current
Subversion		Current
Visual SourceSafe	Runs on Windows, Desktop	Current

Discipline: Application Development

Technology Area: Languages

Product Component	Notes	PhaseName
ADF	Runs on z/OS	Twilight
C#	Runs on Windows, Desktop	Current
COBOL for z/OS and OS/390	Runs on z/OS	Current
FoxPro	Runs on Desktop	Twilight
Java 1.4.2	Runs on Desktop	Current
PowerBuilder	Runs on Desktop	Twilight
VB .NET	Runs on Windows, Desktop	Current
Visual Basic	Runs on Desktop	Twilight

Technology Area: Tools & Utilities

Product Component	Notes	PhaseName
Cool:Gen	Runs on z/OS	Twilight
Easytrieve Plus	Runs on z/OS	Current
Finalist	Runs on z/OS	Current
Finalist (Cross Check)	Runs on Solaris, Windows	Current
NDoc	Runs on Desktop	Current
Oracle Designer 10g	Runs on Solaris, Windows, Desktop	Current
Oracle Designer 4.5	Runs on Solaris, Windows, Desktop	Obsolete

Oracle Designer 6i	Runs on Solaris, Windows, Desktop	Obsolete
Oracle Designer 9i	Runs on Solaris, Windows, Desktop	Twilight
Oracle Discoverer 10g	Runs on Solaris, Windows, Desktop	Current
Oracle Discoverer 4.1	Runs on Solaris, Windows, Desktop	Twilight
Oracle Discoverer 9i	Runs on Solaris, Windows, Desktop	Twilight
Oracle Forms Developer 10g	Runs on Solaris, Windows, Desktop	Current
Oracle Forms Developer 4.5	Runs on Solaris, Windows, Desktop	Obsolete
Oracle Forms Developer 6i	Runs on Solaris, Windows, Desktop	Obsolete
Oracle Forms Developer 9i	Runs on Solaris, Windows, Desktop	Twilight
Oracle Jdeveloper 10g	Runs on Solaris, Desktop	Current
Oracle Jdeveloper 9i	Runs on Solaris, Desktop	Twilight
Oracle Reports Developer 10g	Runs on Solaris, Windows, Desktop	Current
Oracle Reports Developer 4.5	Runs on Solaris, Windows, Desktop	Obsolete
Oracle Reports Developer 6i	Runs on Solaris, Windows, Desktop	Obsolete
Oracle Reports Developer 9i	Runs on Solaris, Windows, Desktop	Twilight
SAS	Runs on z/OS, Desktop	Current
TELON	Runs on z/OS	Twilight
VB Commenter	Runs on Desktop	Twilight

Technology Area: Web Application Development Tools

Product Component	Notes	PhaseName
Eclipse IDE for Java Developers		Current
Microsoft Dynamics CRM		Current
Oracle Internet Developer Suite 10g	Runs on Solaris, Windows, Desktop	Current
Oracle Internet Developer Suite 9i	Runs on Solaris, Windows, Desktop	Twilight
Rational Application Developer (RAD) for WebSpher	Runs on z/OS, Solaris, Linux, Window	Current
Rational Software Architect	Runs on z/OS, Windows	Current
Visual Studio .NET 2005	Runs on Windows, Desktop	Current

Technology Area: Web Graphical User Interface Development Tools

Product Component	Notes	PhaseName
Jacada Interface Server	Runs on Solaris, Windows, Desktop	Current
Oracle Internet Developer Suite 10g	Runs on Solaris, Windows, Desktop	Current
Oracle Internet Developer Suite 9i	Runs on Solaris, Windows, Desktop	Twilight

WebSphere Host Access Transformation Services (H	Runs on z/OS, Windows	Current

Discipline: Application Testing

Technology Area: Functional Testing

Product Component	Notes	PhaseName
Compuware Hiperstation Plus	Runs on Windows, Desktop	Current
Compuware QACenter 3270 Hiperstation	Runs on z/OS	Current
Micro Focus QADirector	Runs on Windows, Desktop	Current
Micro Focus TestPartner	Runs on Windows, Desktop	Current

Technology Area: Performance Testing

Product Component	Notes	PhaseName
Compuware Application Vantage	Runs on Windows, Desktop	Current
Micro Focus QALoad	Runs on Windows, Desktop	Current

Technology Area: Test Data Generation

Product Component	Notes	PhaseName
Compuware File-AID/CS	Runs on Windows, Desktop	Current

Technology Area: Tuning/Development

Product Component	Notes	PhaseName
Micro Focus DevPartner	Runs on Solaris, Windows, Desktop	Current

Discipline: Output Management

Technology Area: Output Management

Product Component	Notes	PhaseName
Advanced Function Printing	Runs on z/OS	Current
DataWare-CD - Luminex	Runs on Windows	Current
Document Direct for the Internet + (formerly Docum	Runs on Windows	Current
InfoPrint Server	Runs on z/OS	Current
Microfiche	Runs on z/OS	Current
Monarch	Runs on Desktop	Current
TriTek Output Express		Current

Technology Architecture Product Standards

View Direct (formerly InfoPac)	Runs on z/OS	Current

Technology Architecture Product Standards

Domain: Collaboration

Discipline: Collaboration Tools

Technology Area: Desktop Publishing

Product Component	Notes	PhaseName
Adobe PageMaker	Runs on Desktop	Current
Microsoft Publisher 2000 and 2002	Runs on Desktop	Twilight
Microsoft Publisher 2003 and 2007	Runs on Desktop	Current
Microsoft Visio 2002	Runs on Desktop	Twilight
Microsoft Visio 2003 and 2007	Runs on Desktop	Current

Technology Area: Office Automation

Product Component	Notes	PhaseName
Microsoft Office 2003 and 2007	Runs on Desktop. Basic Package/Offi	Current
Microsoft Office 97	Runs on Desktop	Obsolete
Microsoft Office XP	Runs on Desktop	Twilight

Technology Area: Project Management

Product Component	Notes	PhaseName
Microsoft Project 2000	Runs on Windows, Desktop	Obsolete
Microsoft Project 2003 and 2007	Runs on Windows, Desktop	Current
Microsoft Project Server 2000	Runs on Windows	Obsolete
Microsoft Project Server 2003 and 2007	Runs on Windows	Current
Project Workbench	Runs on Netware, Windows, Desktop	Obsolete

Technology Area: Spreadsheet

Product Component	Notes	PhaseName
Lotus 1-2-3	Runs on Desktop	Obsolete
Microsoft Excel 2000	Runs on Desktop	Twilight
Microsoft Excel 2003	Runs on Desktop	Current
Microsoft Excel 2007		Current
Microsoft Excel XP	Runs on Desktop	Twilight

Technology Architecture Product Standards

Technology Area: Team Collaboration

Product Component	Notes	PhaseName
Microsoft Office SharePoint Server	Microsoft Office SharePoint Server is	Current
Windows SharePoint Services 3.0	Runs on Windows	Current

Technology Area: Word Processing

Product Component	Notes	PhaseName
Microsoft Word 2000	Runs on Desktop	Twilight
Microsoft Word 2003	Runs on Desktop	Current
Microsoft Word 2007		Current
Microsoft Word XP	Runs on Desktop	Twilight
Word Perfect	Runs on Desktop	Twilight

Discipline: Directory Services

Technology Area: Directory Services

Product Component	Notes	PhaseName
Active Directory	Runs on Windows	Current
eDirectory (formerly NDS Directory)	Runs on Netware	Current
eTrust IdentityMinder eProvision (formerly Netegrit	Runs on Windows	Obsolete
RACF	Runs on z/OS	Current

Discipline: Document Lifecycle Management

Technology Area: Automated Data Capture

Product Component	Notes	PhaseName
Datacap Taskmaster		Current
IBM FileNET Capture Desktop 4.x	Runs on Solaris, Windows, Desktop	Twilight
IBM FileNET Capture Desktop 5.x	Runs on Solaris, Windows, Desktop	Current
IBM FileNET Capture Pro 4.x	Runs on Solaris, Windows	Twilight
IBM FileNET Capture Pro 5.x	Runs on Solaris, Windows	Current
Lexmark	Runs on Other	Current
TriTek CapturePlus		Current
Verity (formerly CARDIFF TELEForm Information Cap	Runs on Netware, Windows, Desktop	Twilight

Technology Architecture Product Standards

Technology Area: Document Imaging

Product Component	Notes	PhaseName
IBM FileNET Content Services	Runs on Solaris, Windows	Twilight
IBM FileNET Image Services	Runs on Solaris, Windows	Twilight

Technology Area: Document Management

Product Component	Notes	PhaseName
IBM FileNET Content Manager 3.x	Runs on Solaris, Windows	Current
IBM FileNET Content Manager 4.x	Runs on Solaris, Windows	Emerging
IBM FileNET Image Manager 2.x	Runs on Solaris, Windows	Twilight
IBM FileNET Image Manager 3.5.2	Runs on Solaris, Windows	Current

Technology Area: Workflow

Product Component	Notes	PhaseName
eProcess Services	Runs on Solaris, Windows	Twilight
IBM FileNet Business Process Manager 2.x	Runs on Solaris, Windows	Twilight
IBM FileNet Business Process Manager 3.5.2	Runs on Solaris, Windows	Current
TriTek Trans@action eXpress 4.5		Current
TriTek Trans@ction eXpress 4.5		Current

Discipline: Electronic Mail

Technology Area: Electronic Mail

Product Component	Notes	PhaseName
Blackberry Enterprise Server 4	Runs on Desktop	Twilight
Blackberry Enterprise Server 4.1	Runs on Desktop	Current
FaxWare		Current
Microsoft Exchange Server 2007		Emerging
Novell GroupWise Client 6	Runs on Desktop	Obsolete
Novell GroupWise Client 6.5.1	Runs on Desktop	Current
Novell GroupWise Server 6	Runs on Netware	Obsolete
Novell GroupWise Server 7	Runs on Netware	Current

Technology Area: Gateway

Product Component	Notes	PhaseName
GroupWise Internet Agent (GWIA)	Runs on Netware	Current
Secure Mail (IronMail)		Current
SendMail (SMTP)	Runs on Solaris	Current
SMTP Compliance Component	Runs on z/OS, Solaris, Linux, Netwar	Current
Symantec AntiVirus	Runs on Netware, Windows, Desktop	Current

Technology Area: List Management Software

Product Component	Notes	PhaseName
LISTSERV	Runs on Windows	Current

Discipline: Mobile Devices

Technology Area: Data Synchronization

Product Component	Notes	PhaseName
Intellisync	Runs on Desktop	Current

Technology Area: Handheld Devices

Product Component	Notes	PhaseName
Pocket PC 2002	Runs on Other	Obsolete
RIM Blackberry (Data & Push-to-Talk)	Runs on Other	Current
RIM BlackBerry (Data Only)	Runs on Other	Current
RIM Blackberry (Data Telephony)	Runs on Other	Current
Windows Mobile 2003 for Pocket PC	Runs on Other	Twilight

Discipline: Web Publishing

Technology Area: Web Publishing

Product Component	Notes	PhaseName
Adobe Acrobat	Runs on Desktop	Current
Adobe Contribute	Runs on Windows	Current
Adobe Dreamweaver	Runs on Desktop	Current
Adobe Fireworks	Runs on Desktop	Current
Adobe Flash	Runs on Desktop	Current
FrontPage	Runs on Desktop	Obsolete

Technology Architecture Product Standards

Domain: Data

Discipline: Data Access

Technology Area: Database Middleware

Product Component	Notes	PhaseName
DB2 Connect Client	Runs on Solaris, Linux, Windows, Des	Current
DL/2	Runs on z/OS	Current
Open Text LiveLink ECM (formerly Hummingbird BI/	Runs on z/OS, Desktop	Twilight

Discipline: Data Management

Technology Area: Data Backup/Recovery

Product Component	Notes	PhaseName
Various DB utilities		Current

Technology Area: Data Movement

Product Component	Notes	PhaseName
Connect: Direct	Runs on z/OS, Desktop	Current
FTP		Current
IMS CDC	Runs on z/OS	Current
Move for DB2	Runs on z/OS	Current
MVS/Expedite	Runs on z/OS	Current
Oracle Enterprise Grid Control		Current
Oracle Enterprise Manager Database Control		Current
Quest Toad	Runs on Desktop	Current
RC/Migrator for DB2 for z/OS 6.1.6	Runs on z/OS	Current
RC/Update for DB2 for z/OS 6.1.6	Runs on z/OS	Current
Secure FTP		Current
SQL Server Management Studio	SQL Server Management Studio is a t	Current
XCOM	Runs on z/OS, Desktop	Current

Technology Area: Data Quality

Technology Architecture Product Standards

Technology Area: Data Translator

Product Component	Notes	PhaseName
EC Gateway	Runs on Solaris	Current
ECMap	Runs on Desktop	Current
ECRTP	Runs on Solaris, Desktop	Current
EDI Server	Runs on Solaris	Current

Technology Area: Extract, Transform, and Load

Product Component	Notes	PhaseName
Talend Open Studio		Current

Technology Area: Repository for Data Management

Discipline: Database Storage

Technology Area: Database Change Management

Product Component	Notes	PhaseName
RC/Migrator for DB2 for z/OS 6.1.6	Runs on z/OS	Current
RC/Update for DB2 for z/OS 6.1.6	Runs on z/OS	Current

Technology Area: Database Management System

Product Component	Notes	PhaseName
Access	Runs on Desktop	Current
DB2 Universal Database (UDB) for z/OS 7.1	Runs on z/OS	Obsolete
DB2 Universal Database (UDB) for z/OS 8.1	Runs on z/OS	Current
DB2 Universal Database (UDB) for z/OS 9	Runs on z/OS	Emerging
DSIMS (IMS) 6.1.6	Runs on z/OS	Current
IMS DB for OS/390	Runs on z/OS	Twilight
Informix	Runs on Solaris	Twilight
Microsoft SQL Server 2000	Runs on Windows	Twilight
Microsoft SQL Server 2005	Runs on Windows	Current
Microsoft SQL Server 2008	Runs on Windows	Emerging
Oracle (32-bit) 10g	Runs on Solaris, Linux, Windows, Des	Current
Oracle (32-bit) 7.3.4	Runs on Solaris, Linux, Windows, Des	Obsolete

Oracle (32-bit) 8.0	Runs on Solaris, Linux, Windows, Des	Obsolete
Oracle (32-bit) 8i	Runs on Solaris, Linux, Windows, Des	Twilight
Oracle (32-bit) 9i	Runs on Solaris, Linux, Windows, Des	Twilight
Oracle (64-bit) 10g	Runs on Solaris, Linux, Windows, Des	Current
Oracle (64-bit) 7.3.4	Runs on Solaris, Linux, Windows, Des	Obsolete
Oracle (64-bit) 8.0	Runs on Solaris, Linux, Windows, Des	Obsolete
Oracle (64-bit) 8i	Runs on Solaris, Linux, Windows, Des	Twilight
Oracle (64-bit) 9i	Runs on Solaris, Linux, Windows, Des	Twilight

Technology Area: Database Monitoring

Product Component	Notes	PhaseName
Database Analyzer (DB2) 2.6.6	Runs on z/OS	Current
Savant (for Oracle)	Runs on Desktop	Current
The Monitor for DB2	Runs on z/OS	Current
The Monitor for IMS (TMON/IMS)	Runs on z/OS	Current

Discipline: Database Structure

Technology Area: Data Modeling / Database Design

Product Component	Notes	PhaseName
CA Erwin Modeling Suite 4.1.4	Runs on Desktop	Current
Oracle Designer 10g	Runs on Solaris, Windows, Desktop	Current
Oracle Designer 4.5	Runs on Solaris, Windows, Desktop	Obsolete
Oracle Designer 6i	Runs on Solaris, Windows, Desktop	Twilight
Oracle Designer 9i	Runs on Solaris, Windows, Desktop	Twilight
PowerDesigner (formerly Data Architect)	Runs on Desktop	Current

Technology Architecture Product Standards

Domain: Information

Discipline: Business Intelligence

Product Components	Phase
Microsoft SQL Server Analysis Services	Current

Technology Area: Data Analysis

Product Component	Notes	PhaseName
MicroStrategy Desktop	Runs on Desktop	Current
MicroStrategy Desktop 7.5.3	Runs on Desktop	Twilight
MicroStrategy Intelligence Server	Runs on Windows	Current
MicroStrategy Intelligence Server 7.5.3	Runs on Windows	Twilight
MicroStrategy Narrowcast Server	Runs on Windows	Current
MicroStrategy Narrowcast Server 7.5.3	Runs on Windows	Twilight
MicroStrategy Web Server	Runs on Windows	Current
MicroStrategy Web Server 7.5.3	Runs on Windows	Twilight
Oracle Discoverer 10g	Runs on Solaris, Windows, Desktop	Current
Oracle Discoverer 4.1	Runs on Solaris, Windows, Desktop	Twilight
Oracle Discoverer 9i	Runs on Solaris, Windows, Desktop	Twilight

Technology Area: Data Mining

Technology Area: Information Delivery

Product Component	Notes	PhaseName
TriTek Report Data Exchange		Current

Technology Area: Query/Reporting

Product Component	Notes	PhaseName
Base SAS	Runs on z/OS, Solaris, Desktop	Current
Business Objects Crystal Reports Server 2008 v.11 (f	Runs on Desktop	Current
Crystal Reports		Current
Datavantage	Runs on z/OS	Current
Easytrieve Plus	Runs on z/OS	Current

File-AID/IMS	Runs on z/OS	Current
Microsoft SQL Server Reporting Services 2005	Runs on Windows	Current
Monarch	Runs on Desktop	Current
Open Text LiveLink ECM (formerly Hummingbird BI/	Runs on z/OS, Desktop	Twilight
Oracle Discoverer 10g	Runs on Solaris, Windows, Desktop	Current
Oracle Discoverer 4.1	Runs on Solaris, Windows, Desktop	Obsolete
Oracle Discoverer 9i	Runs on Solaris, Windows, Desktop	Twilight
Oracle Reports 4.5	Runs on Desktop	Obsolete
Oracle Reports 6i	Runs on Desktop	Twilight
Oracle Reports 9i and 10g	Runs on Desktop	Current
QMF 6.1	Runs on z/OS	Current
RC/Update 6.1.6	Runs on z/OS	Current
SAS/STAT	Runs on z/OS, Solaris, Windows, Des	Current
SQR	Runs on Solaris	Obsolete

Discipline: Geographic Information Systems (GIS)

Technology Area: Data Server

Product Component	Notes	PhaseName
ArcGIS Engine	Runs on Solaris, Linux, Windows, Des	Current
ArcGIS Server 9.2		Current
ArcIMS	Runs on Solaris, Windows	Current
ArcIMS 3.x	Runs on Solaris, Windows	Obsolete
ArcIMS 8.x	Runs on Solaris, Windows	Twilight
ArcIMS 9.2	Runs on Solaris, Windows	Twilight
MapObjects		Twilight

Technology Area: Desktop Client

Product Component	Notes	PhaseName
ArcGIS Explorer	Runs on Desktop	Current
ArcInfo 3.x	Runs on Windows, Desktop	Obsolete
ArcInfo 8.x	Runs on Windows, Desktop	Twilight
ArcInfo 9.2	Runs on Windows, Desktop	Current
ArcView	Runs on Desktop	Current

Technology Architecture Product Standards

Technology Area: PDA Client

Product Component	Notes	PhaseName
ArcPad 5.x		Obsolete
ArcPad 6.x		Twilight
ArcPad 7.1		Current

Discipline: Message Integration

Technology Area: Message Integration

Technology Architecture Product Standards

Domain: Network

Discipline: Cabling

Technology Area: LAN Cabling

Product Component	Notes	PhaseName
Cat 5		Obsolete
Cat 6, Fiber Optic 62.5/125 Multimode		Twilight
Cat 6a		Emerging
Fiber Optic 50/125 Multimode		Current
Single Mode Fiber Full Spectrum		Current

Technology Area: SNA Cabling

Product Component	Notes	PhaseName
Cat 6, 25-pin EIA		Twilight
Cat 7		Twilight
RG-62, Coaxial Cable		Obsolete

Technology Area: Video Cabling

Product Component	Notes	PhaseName
Cat 6		Current
Cat 7		Twilight
RG-6 Coax, RG-11 Coax		Current

Technology Area: Voice Cabling

Product Component	Notes	PhaseName
Cat 3		Obsolete
Cat 5		Obsolete
Cat 6		Current
Cat 7		Twilight

Technology Area: WAN Cabling

Product Component	Notes	PhaseName
Cat 6, Fiber Optic 62.5/125 Multimode		Twilight
Cat 6a		Emerging
Fiber 50/125 Multimode Laser Optimized		Current
Fiber Optic Single Mode		Current
Single Mode Fiber Full Spectrum		Current

Discipline: LAN

Technology Area: Adaptors

Product Component	Notes	PhaseName
Ethernet		Current
Token Ring		Obsolete

Technology Area: File Access and Transfer Service

Product Component	Notes	PhaseName
Attachmate Extra Enterprise 2000 (formerly Attach	Runs on Desktop	Current
FTP	Runs on z/OS, Solaris, Linux, Window	Current
XCOM	Runs on z/OS, Desktop	Current

Technology Area: Hubs/Switches

Product Component	Notes	PhaseName
Cisco	Runs on Windows	Current
Juniper SRX Series		Current
Nortel		Current

Technology Area: LAN Protocol

Product Component	Notes	PhaseName
TCP/IP	Runs on z/OS, Solaris, Netware, Win	Current

Technology Area: Monitoring

Product Component	Notes	PhaseName
Network Associates Sniffer Suite		Current

Technology Area: Secure File Transfer Protocol and Service

Technology Architecture Product Standards

Technology Area: Wireless LAN

Product Component	Notes	PhaseName
Aruba	Runs on Other	Current

Discipline: SNA

Technology Area: SNA Backbone Transport

Product Component	Notes	PhaseName
DACS Switches		Twilight
T1		Twilight
T3 Channels		Twilight

Technology Area: SNA Protocol

Product Component	Notes	PhaseName
DLSw		Twilight
SNA-SDLC		Twilight

Discipline: Video

Technology Area: CSU/DSU

Product Component	Notes	PhaseName
Adtran		Obsolete
Paradyne		Obsolete

Technology Area: Document Camera

Product Component	Notes	PhaseName
Cannon		Current
Elmo		Current

Technology Area: Modems

Product Component	Notes	PhaseName
MultiTech		Obsolete

Technology Area: Telemedicine Peripherals

Product Component	Notes	PhaseName
AMD		Current

Technology Area: Video Bridge

Product Component	Notes	PhaseName
Polycom		Current
Video Accord		Twilight
Vtel		Obsolete

Technology Area: Video Circuit/Carrier

Product Component	Notes	PhaseName
ISDN/BRI		Current
ISDN/PRI		Current
T-1		Current

Technology Area: Video CODEC

Product Component	Notes	PhaseName
Polycom		Current
Tandberg		Current

Technology Area: Video Protocol

Product Component	Notes	PhaseName
H.320		Twilight
H.323		Current

Technology Area: Video Switches

Product Component	Notes	PhaseName
Cisco	Runs on Windows	Current
Initia		Obsolete
Nortel		Current

Discipline: Voice

Technology Area: Business Lines

Product Component	Notes	PhaseName
1FB		Current

Technology Area: Commercial C/O Service

Product Component	Notes	PhaseName
Centrex		Current

Technology Area: IP Telephony

Product Component	Notes	PhaseName
Cisco Unified Communications Solutions		Current

Technology Area: PBX Trunks

Product Component	Notes	PhaseName
ISDN/PRI		Current

Technology Area: Voice Backbone Transport

Product Component	Notes	PhaseName
Electronic Tandem Network (ETN)		Twilight

Discipline: WAN

Technology Area: Network Monitoring/Management

Product Component	Notes	PhaseName
Cisco Works 2000	Runs on Solaris	Current
DDNS	Runs on Solaris	Current
DHCP	Runs on Solaris	Current
F5 (Recap)	This is an Application Delivery Contro	Current
Juniper SRX Series		Current
MRTG	Runs on Solaris	Current
NAT		Current
Remedy	Runs on Solaris	Current
SNIPS	Runs on Solaris	Current

Technology Area: Routing Equipment

Technology Architecture Product Standards

Product Component	Notes	PhaseName
Juniper SRX Series		Current

Technology Area: WAN Carrier/Circuit

Product Component	Notes	PhaseName
ATM		Twilight
DS1		Current
DS3, OC3		Current
DSL		Current
Frame Relay		Twilight
ISDN		Current
SMDS/CDS		Obsolete

Technology Area: WAN Protocol

Product Component	Notes	PhaseName
BGP		Current
IPX		Twilight
MPLS		Current
OSPF		Current
PPP		Current
TCP/IP	Runs on z/OS, Solaris, Netware, Win	Current

Technology Area: WAN URL Filtering

Discipline: Wireless Data Tele-Communications

Technology Area: Wireless Protocol

Product Component	Notes	PhaseName
802.11A		Current
802.11B		Current
802.11G		Current
802.11I		Current
802.11N		Emerging
802.1X		Current

Technology Architecture Product Standards

Technology Area: Wireless Transport

Product Component	Notes	PhaseName
2.4 GHz		Current
5 GHz		Current
5.8 GHz		Emerging

Technology Architecture Product Standards

Domain: Platform

Discipline: Environments

Technology Area: Environment

Discipline: Hardware

Technology Area: Hardware

Product Component	Notes	PhaseName
IBM (zSeries compatible)	Runs on z/OS	Current
Intel/AMD (formerly X86) (formerly Intel)	Runs on Linux, Netware, Windows, D	Current
Solaris SPARK	Runs on Solaris	Current
Solaris SPARK 2.7	Runs on Solaris	Twilight
Solaris SPARK 2.8	Runs on Solaris	Twilight

Discipline: Host Communications

Technology Area: Host Communications

Product Component	Notes	PhaseName
ACF/NCP (Network Control Program)	Runs on z/OS	Obsolete
ACF/VTAM (telecommunications access)	Runs on z/OS	Current
Attachmate Extra Enterprise 2000 (formerly Attach	Runs on Desktop	Current
Host on Demand (HOD) +	Runs on z/OS, Windows, Desktop	Twilight
Personal Communications (formerly IBM Personal C	Runs on Desktop	Obsolete
RJE	Runs on z/OS, Solaris, Desktop	Current
TCP/IP	Runs on z/OS, Solaris, Netware, Win	Current
TN-3270 (formerly PC3270)	Runs on z/OS	Current
XCOM	Runs on z/OS, Desktop	Current

Discipline: Operating Systems

Technology Area: Application/Database Server Operating System

Technology Architecture Product Standards

Product Component	Notes	PhaseName
CITRIX	Runs on Windows	Current
Netware 6	Runs on Netware	Obsolete
Netware 6.5	Runs on Netware	Current
Netware Client 4.91 SP2	Runs on Netware	Current
Red Hat Linux 4.5	Runs on Other	Current
Red Hat Linux 5	Runs on Other	Current
Solaris SPARC compatible 2.10	Runs on Solaris	Current
Solaris SPARC compatible 2.6	Runs on Solaris	Twilight
Solaris SPARC compatible 2.7	Runs on Solaris	Twilight
Solaris SPARC compatible 2.8	Runs on Solaris	Twilight
Suse Linux Enterprise Server		Twilight
Vmware 3.02	Runs on Netware, Windows	Current
Vmware 3.5.1	Runs on Netware, Windows	Emerging
Windows 2000 Server	Runs on Windows	Twilight
Windows 2000 Workstation	Runs on Desktop	Twilight
Windows 2003 Server R2	Runs on Windows	Current
Windows 2008 Server R2		Current
Windows 7		Emerging
Windows NT Server	Runs on Windows	Obsolete
Windows NT Workstation	Runs on Desktop	Obsolete
Windows XP Professional SP2	Runs on Desktop	Twilight
Windows XP Professional SP3	Runs on Desktop	Current
z/OS 1.7	Runs on z/OS	Current
z/OS 1.9	Runs on z/OS	Emerging

Technology Area: File Services

Product Component	Notes	PhaseName
Netware 6	Runs on Netware	Obsolete
Netware 6.5	Runs on Netware	Current
Windows File Services		Current

Technology Area: Handheld Devices Operating Systems

Technology Architecture Product Standards

Product Component	Notes	PhaseName
Pocket PC 2002	Runs on Other	Obsolete
RIM Blackberry (Data & Push-to-Talk)	Runs on Other	Current
RIM BlackBerry (Data Only)	Runs on Other	Current
RIM Blackberry (Data Telephony)	Runs on Other	Current
Windows Mobile 2003 for Pocket PC	Runs on Other	Obsolete

Discipline: Platform Configuration

Technology Area: Platform Configuration

Technology Architecture Product Standards

Domain: Security

Discipline: Access Control

Technology Area: Database

Product Component	Notes	PhaseName
Local User Database		Current

Technology Area: System

Product Component	Notes	PhaseName
Operating System Security		Current
UNIX Operating System Security	Runs on Solaris	Current

Discipline: Authentication

Technology Area: Authentication Protocol

Product Component	Notes	PhaseName
Kerberos		Current

Technology Area: Certificates

Product Component	Notes	PhaseName
Entrust	Runs on Solaris, Windows, Desktop	Current
Microsoft Certificate Server	Runs on Windows	Current

Technology Area: Mainframe

Product Component	Notes	PhaseName
RACF Security	Runs on z/OS	Current

Technology Area: Public Key Encryption

Product Component	Notes	PhaseName
DSA	Runs on Solaris, Windows, Desktop	Current
RSA	Runs on Solaris, Windows, Desktop	Current

Technology Area: Public Key Infrastructure

Product Component	Notes	PhaseName
Entrust	Runs on Solaris, Windows, Desktop	Current

Technology Area: Symmetric Key Encryption

Product Component	Notes	PhaseName
AES	Runs on z/OS, Solaris, Netware, Win	Current
Triple DES (3DES)	Runs on z/OS, Solaris, Netware, Win	Current

Technology Area: VPN

Product Component	Notes	PhaseName
Checkpoint VPN-1	Runs on Solaris, Windows, Desktop	Current
Cisco Secure Remote Access	Runs on Windows	Current
Juniper SRX Series		Current
Microsoft PPTP	Runs on Windows, Desktop	Twilight

Discipline: Authorization

Technology Area: Directory

Product Component	Notes	PhaseName
Active Directory	Runs on Windows	Current
eDirectory (formerly NDS Directory 6/26/1998)	Runs on Netware, Windows	Current
Oracle Internet Directory	Runs on Solaris, Windows	Emerging

Discipline: Compliance Policies

Technology Area: Anti-Spam

Product Component	Notes	PhaseName
Secure Computing CipherTrust IronMail	Runs on Other	Current

Technology Area: Firewall

Product Component	Notes	PhaseName
Checkpoint Firewall-1	Runs on Solaris, Desktop	Current
Cisco PIX	Runs on Windows	Current
Juniper SRX Series		Current

Technology Architecture Product Standards

Technology Area: Intrusion Detection

Product Component	Notes	PhaseName
Cisco MARS		Current
Cisco SIMS	Runs on Windows	Obsolete
Juniper SRX Series		Current
RealSecure	Runs on Windows	Current

Technology Area: Log-in

Product Component	Notes	PhaseName
Microsoft Windows Logon (formerly NT Logon)	Runs on Windows, Desktop	Current
Power-on Passwords	Runs on Desktop	Current
RC/Secure (DB2)	Runs on z/OS	Current
Screen Saver with password	Runs on Netware, Windows, Desktop	Current

Technology Area: URL Filtering

Product Component	Notes	PhaseName
Websense	Runs on Windows	Current

Technology Area: Virus Protection

Product Component	Notes	PhaseName
Symantec AntiVirus	Runs on Netware, Windows, Desktop	Current

Discipline: Data Confidentiality and Integrity

Technology Area: Disk Eraser

Product Component	Notes	PhaseName
KillDisk 4.1	Runs on Windows, Desktop	Current

Technology Area: Encryption Controls

Product Component	Notes	PhaseName
Entrust Entelligence		Current
Microsoft EFS	Runs on Windows, Desktop	Current

Technology Area: Message Digest/Signing

Technology Architecture Product Standards

Discipline: Encryption

Technology Area: Hash Functions

Product Component	Notes	PhaseName
SHA-1	Runs on Solaris, Windows, Desktop	Current
SHA-256	Runs on Solaris, Windows, Desktop	Current
SHA-384	Runs on Solaris, Windows, Desktop	Current
SHA-512	Runs on Solaris, Windows, Desktop	Current

Technology Architecture Product Standards

Domain: Systems Management

Discipline: Access Management

Technology Area: Internet Access

Product Component	Notes	PhaseName
Host on Demand (HOD) +	Runs on z/OS, Windows, Desktop	Twilight

Technology Area: TP Monitors

Product Component	Notes	PhaseName
CICS	Runs on z/OS	Current
IMS/DC	Runs on z/OS	Current
Roscoe	Runs on z/OS	Current
TSO	Runs on z/OS	Current

Discipline: Asset and Configuration Management

Technology Area: CMDB

Product Component	Notes	PhaseName
BMC Configuration Management		Current

Technology Area: Discovery and Inventory

Product Component	Notes	PhaseName
EMC Smarts Application Discovery Manager		Current
Novell ZENWorks	Runs on Netware, Desktop	Current
Novell ZENWorks v10		Emerging

Technology Area: Repository for Asset Management

Product Component	Notes	PhaseName
BMC Remedy Asset Management Application	Runs on Solaris	Current
BMC Remedy Asset Management Application 7.1	Runs on Solaris	Emerging

Discipline: Change Management

Technology Area: Change Management

Technology Architecture Product Standards

Product Component	Notes	PhaseName
BMC Remedy Change Management	Runs on Solaris, Desktop	Current

Discipline: Continuous Service Improvement

Technology Area: Service Improvement

Technology Area: Service Measurement

Technology Area: Service Reporting

Discipline: Data Storage

Technology Area: Network Attached Storage (NAS)

Technology Area: Storage Area Network (SAN)

Technology Area: Storage Management

Product Component	Notes	PhaseName
CA-1	Runs on z/OS	Current
SAMS/Allocate	Runs on z/OS	Current
SAMS/Vantage	Runs on z/OS	Current
SMS	Runs on z/OS	Current

Discipline: Event Management

Technology Area: Job Management

Product Component	Notes	PhaseName
CA AutoSys	Runs on Solaris, Linux, Windows	Current
CA11 Mainframe		Current
CA7 Mainframe		Current

Technology Area: Performance Tuning

Product Component	Notes	PhaseName
HP OpenView	Runs on z/OS	Current
IBM Netview	Runs on z/OS	Current
Insite Manager	Runs on Netware, Windows	Current

Optivity	Runs on Solaris	Current
The Monitor for IMS (formerly TMON/IMS until 1/15	Runs on z/OS	Current
TMON/CICS	Runs on z/OS	Current
TMON/DB2 3.3	Runs on z/OS	Current
TMON/MVS	Runs on z/OS	Current

Discipline: Help Desk and Problem Management

Technology Area: Help Desk/Problem Management

Product Component	Notes	PhaseName
BMC Remedy Action System 6	Runs on Solaris	Current

Discipline: Incident Management

Technology Area: Incident Management

Discipline: Middleware Management

Technology Area: Middleware Management

Product Component	Notes	PhaseName
Jboss Operations Network (JON)		Current

Discipline: Operations Management

Technology Area: Backup/Retrieval

Product Component	Notes	PhaseName
ArcServe	Runs on Netware, Windows	Current
FDR	Runs on z/OS	Current
HSM	Runs on z/OS	Current
Veritas NetBackup 5.1	Runs on Solaris, Linux, Windows	Twilight
Veritas NetBackup 6.1	Runs on Solaris, Linux, Windows	Current
Veritas NetBackup 6.5	Runs on Solaris, Linux, Windows	Emerging

Discipline: Release and Deployment Management

Technology Area: Release and Deployment Management

Technology Architecture Product Standards

Technology Area: Software Distribution

Product Component	Notes	PhaseName
Novell ZENWorks	Runs on Netware, Desktop	Current
Novell ZENWorks v10		Emerging

Discipline: Request Fulfillment

Technology Area: Request Fulfillment

Discipline: Service/Business Continuity

Technology Area: Business Resumption

Technology Area: Disaster Recovery

Product Component	Notes	PhaseName
Paradigm Systems International OpsPlanner	Disaster Recovery Planning Software	Current

Discipline: Training

Technology Area: Computer Based Training

Product Component	Notes	PhaseName
Phoenix	Runs on z/OS	Twilight

Technology Area: Web Based Training

Product Component	Notes	PhaseName
Adobe Authorware		Current

STATE AND CONTRACTOR ROLES AND RESPONSIBILITIES

Area 1 - Server Hardware Administration and Support				
		OIR		
Task	Frequency	System Admin	VMWARE Admin	Contractor
Server Hardware Support for VM Hosts and Guests, via RFS and Helpdesk Ticket Requests	A		P	
Server Hardware Support for Physical Hardware, via RFS and Helpdesk Ticket Requests	A	P		
Monitor VM Host Physical Hardware	D	I	P	I
Monitor Physical Server Hardware	D	P	I	I
Identify and Correct VM Host Server Hardware Issues	A	I	P	I
Identify and Correct Physical Server Hardware Issues	A	P		I

Area 2 - Linux Operating System Administration and Support				
		OIR		
Task	Frequency	System Admin	Middleware Admin	Contractor
Linux Operating System Support, via RFS and Helpdesk Ticket Requests	A	P		
License Administration - Receive & Administer OS Software Product Licenses, Updates and Upgrades	A	P	I	I
Operating System Patch Administration – Obtain, Install, and Configure Operating Systems Patches	M	P	I	I
System Tools Patch Administration - Obtain, Install, and Configure System Tool Patches	M	P	I	I
Backup and Recovery – Backup and Recovery of the System – File System Level	D	P - Backup Administrator		
Disaster Recovery – Provide Disaster Recovery Procedures and Assist in Disaster Recovery Assistance for Testing and Disaster Events	A	P		I
Patch and Upgrade Verification and Validation	A	I	S	P

Area 3 - Windows Operating System Administration and Support				
		OIR		
Task	Frequency	System Admin	Middleware Admin	Contractor
Windows Operating System Support, via RFS and Helpdesk Ticket Requests	A	P		
License Administrator-Receive & Administer OS Software Product Licenses, Updates and Upgrades	A	P		
Operating System Patch Administration – Obtain, Install, and Configure Operating Systems Patches	M	P	I	I
System Tools Patch Administration - Obtain, Install, and Configure System Tool Patches	A	P	I	I
Backup and Recovery – Backup and Recovery of the System – File System Level	D	P - Backup Administrator		I
Disaster Recovery – Provide Disaster Recovery Procedures and Assist in Disaster Recovery Assistance for Testing and Disaster Events	A	P		

Legend

Frequency (D=Daily, W=Weekly, M=Monthly, Q=Quarterly, A=As Needed)

OIR Roles (P= Primary, S=Secondary, I=Should be Informed of Events and Changes)

Area 4 - VMWare Administration and Support				
		OIR		Middleware Admin
Task	Frequency	System Admin	VMWARE Admin	and Vendor
VMWare Support, via RFS and Helpdesk Ticket Requests	A	P		
License Administrator-Receive & administer VMWARE Software Product Licenses, Updates and Upgrades	A		P	I
Monitor and Report VM Guest and Host Performance; Recommend Configuration Changes	D	S	P	I
Reconfigure VM Hosts and Guest Configurations	A	I	P	I
Deploy New and Upgraded VM Guest Images	A	I	P	I
Control, Manage and Maintain Virtual Center	D		P	
Control, Manage and Maintain VM Host and Guest Network Connections, Virtual Switches and Port Configurations	D	I	P	I
Maintain VM Host Hardware	D	I	P	I
Recommend and Install VM Host Hardware Refreshes	A	I	P	I
Backup and Restore - .vmdk/.vmx files	D		P	
Disaster Recovery – Provide Disaster Recovery Procedures and Disaster Recovery Assistance for Testing and Disaster Events for VM Hosts and Guests	A		P	

Area 5 - Middleware Tools Administration and Support (JBOSS, Apache)				
		OIR		
Task	Frequency	Middleware Admin	System Admin	Contractor
Middleware Support, via RFS and Helpdesk Ticket Requests	A	P		
License Administrator-Receive & administer Application Software Product Licenses, Updates and Upgrades	A	P		
Middleware Patch Administration – Obtain, Install, and Configure Operating Systems Patches	A	P		I
Disaster Recovery – Provide Disaster Recovery Procedures and Assist in Disaster Recovery Assistance for Testing and Disaster Events	A	P		
Static Page Content - Obtain Approval through Appropriate Channels	A	I		P
Static Page Content - Content Updates	A	I		P
Production Environment - Configuration Changes	A	P		I
Production Environment - Deployments	A	P		I
Test Environment - Configuration Changes	A	I		P
Test Environment - Deployments	A	I		P
Support Calls After Hours for Production Environment - Emergency Deployments / Redeployments (Via State Helpdesk and Incident Logging)	A	P		I
Static Content Deployments for Test Environment	A	I		P
Static Content Deployments for Production Environment	A	P		I

Legend

Frequency (D=Daily, W=Weekly, M=Monthly, Q=Quarterly, A=As Needed)

OIR Roles (P= Primary, S=Secondary, I=Should be Informed of Events and Changes)

Area 6 - Database Administration and Support				
		OIR		
Task	Frequency	Database Admin	System Admin	Contractor
Database Support, via RFS and Helpdesk Ticket Requests	A	P		
License Administrator-Receive & Administer Database Software Product Licenses, Updates and Upgrades	A	P		
Database Patch Maintenance	A	P	I	I
Database Version Upgrades	A	P	I	I
Data Performance - Application and Database	A	I		P
Database Performance - Infrastructure	A	P	S	I
Database Backup and Recovery	D	P		
Data Updates (Selects, Inserts, Deletes)	A			P
Data Loads	A			P
Database Changes (Table Spaces, New Schema Creation)	A	P		I
Data Loads for Migrations	A	P		I

Area 7 - Security Administration and Support				
		OIR		
Task	Frequency	Portal Manager	Various Groups (List)	Contractor
Vendor System UserID or RACF Requests	A	P		
Server Access Issues	A		P - System Administrator	
Security Breach Concerns	A		P - System Administrator; P - Security	
Security Breach Escalations	A		P - Security	
Log Report Creation	A		P - Enterprise Services	
Log Report Review	A		P - Enterprise Services	
Log Report Security	A		P - Enterprise Services	

Area 8 - Network/Firewall Administration and Support				
		OIR		
Task	Frequency	Network Admin	Firewall Admin	Contractor
Network Support, via RFS and Helpdesk Ticket Requests	A	P		
Configure New Firewall Rules	A		P	
Load Balancer Services and Support	A	P		
Site to Site Network Communications	A	P		

Legend

Frequency (D=Daily, W=Weekly, M=Monthly, Q=Quarterly, A=As Needed)

OIR Roles (P= Primary, S=Secondary, I=Should be Informed of Events and Changes)

Area 9 - Application Administration and Support				
		OIR		
Task	Frequency	System Admin	Middleware Admin	Contractor
ePortal Application Support, via RFS and Helpdesk Ticket Requests	A		S	P
ePortal Application Upgrades, Enhancements, and New Development	A		P	I
ePortal Application Patch Administration – Obtain, Install, and Configure Application Patches	A		P	I
ePortal Application Deployments to the State's Test and Production Environments	A		P	I
Drupal - Patches	A		P	I
Drupal - Upgrades	A		P	I
MySQL - Patches	A	S	P	I
MySQL - Upgrades	A	S	P	I
.Net - Patches	A		P	I
.Net - Upgrades	A		P	I
Apache - Patches	A		P	I
Apache - Upgrades	A		P	I

Area 10 - SFTP Server and Services				
		OIR		
Task	Frequency	System Admin	Middleware Admin	Contractor
Linux Operating System Support, via RFS and Helpdesk Ticket Requests	A	P		
License Administration - Receive & Administer OS Software Product Licenses, Updates and Upgrades	A	P		I
Operating System Patch Administration – Obtain, Install, and Configure Operating Systems Patches	M	P		I
	M	P	P	I
Backup and Recovery – Backup and Recovery of the System – File System Level	D	P - Backup Administrator		
Disaster Recovery – Provide Disaster Recovery Procedures and Assist in Disaster Recovery Assistance for Testing and Disaster Events	A	P		S
SFTP Application Support - Installation Services, Access Support, Patching	A	I		
SFTP Services - Support and Daily Maintenance	A	I		

Area 11 - PCI Related Tools (Host Intrusion and Reporting / Centralized Logging)				
		OIR		
Task	Frequency	System Admin	Middleware Admin	Contractor
Host Intrusion Application and Reporting Support - Installation Services, Access Support, Patching	A	I	P	I
Host Intrusion and Reporting Services - Support and Daily Maintenance	A	I	P	I
System and Application Patch and Upgrade Notifications to Randy Smith		P	P	

Legend

Frequency (D=Daily, W=Weekly, M=Monthly, Q=Quarterly, A=As Needed)

OIR Roles (P= Primary, S=Secondary, I=Should be Informed of Events and Changes)

CONTRACTOR SUPPORTED WEB PAGES

Accessibility Guidelines

www.tennesseeanytime.org/508/applets.html
www.tennesseeanytime.org/508/badform.html
www.tennesseeanytime.org/508/color.html
www.tennesseeanytime.org/508/css.html
www.tennesseeanytime.org/508/flicker.html
www.tennesseeanytime.org/508/forms.html
www.tennesseeanytime.org/508/frames.html
www.tennesseeanytime.org/508/glossary.html
www.tennesseeanytime.org/508/goodform.html
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www.tennesseeanytime.org/508/test.html
www.tennesseeanytime.org/508/text.html
www.tennesseeanytime.org/508/timed.html

State Information

www.tennesseeanytime.org/about/east_region.html
www.tennesseeanytime.org/about/environment.html
www.tennesseeanytime.org/about/history.html
www.tennesseeanytime.org/about/holidays.html
www.tennesseeanytime.org/about/index.html
www.tennesseeanytime.org/about/maps.html
www.tennesseeanytime.org/about/middle_region.html
www.tennesseeanytime.org/about/records.html
www.tennesseeanytime.org/about/regions.html
www.tennesseeanytime.org/about/west_region.html
www.tennesseeanytime.org/about/songs.html

Information about Starting and Running a Business

www.tennesseeanytime.org/business/businesstaxes.html
www.tennesseeanytime.org/business/doingbusiness.html
www.tennesseeanytime.org/business/general.html
www.tennesseeanytime.org/business/index.html
www.tennesseeanytime.org/business/professional.html
www.tennesseeanytime.org/business/smallbusinesses.html
www.tennesseeanytime.org/business/support.html
www.tennesseeanytime.org/business/verifyrecords.html

Agency Directory Pages

www.tennesseeanytime.org/directory/b.html
www.tennesseeanytime.org/directory/c.html
www.tennesseeanytime.org/directory/d.html
www.tennesseeanytime.org/directory/e.html
www.tennesseeanytime.org/directory/f.html
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www.tennesseeanytime.org/directory/v.html
www.tennesseeanytime.org/directory/w.html

Education in Tennessee

www.tennesseeanytime.org/education/adultedu.html
www.tennesseeanytime.org/education/higheredu.html
www.tennesseeanytime.org/education/index.html
www.tennesseeanytime.org/education/k-12.html

Employment Information

www.tennesseeanytime.org/employment/emplaws.html
www.tennesseeanytime.org/employment/howtoapply.html
www.tennesseeanytime.org/employment/jobs.html
www.tennesseeanytime.org/employment/unemployment.html

Frequently Used Forms

www.tennesseeanytime.org/forms/index.html

Information from the Governor/Initiatives

www.tennesseeanytime.org/gov/back-to-school/index.html
www.tennesseeanytime.org/gov/budget/index.html
www.tennesseeanytime.org/gov/child-health/childhealthwk08.html
www.tennesseeanytime.org/gov/child-health/docs/index.html
www.tennesseeanytime.org/gov/child-health/events.html
www.tennesseeanytime.org/gov/child-health/index.html
www.tennesseeanytime.org/gov/child-health/programs.html
www.tennesseeanytime.org/gov/education-address/index.html
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www.tennesseeanytime.org/gov/seasons-greetings/index.html
www.tennesseeanytime.org/gov/state-of-the-state/index.html

Information on State Government

www.tennesseeanytime.org/government/agencies.html
www.tennesseeanytime.org/government/elected.html
www.tennesseeanytime.org/government/employees.html
www.tennesseeanytime.org/government/employment.html
www.tennesseeanytime.org/government/fiscal.html
www.tennesseeanytime.org/government/index.html
www.tennesseeanytime.org/government/local.html

Various Help Pages

www.tennesseeanytime.org/help/contact.html
www.tennesseeanytime.org/help/error_redir.html
www.tennesseeanytime.org/help/error400.html
www.tennesseeanytime.org/help/error403.html
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www.tennesseeanytime.org/help/index.html
www.tennesseeanytime.org/help/sitemap.html

TN.gov Main Page

www.tennesseeanytime.org/index.html

Tennessee Laws and Justice System

www.tennesseeanytime.org/laws/courts.html
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Tennessee County Information

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www.tennesseeanytime.org/local/overton.html
www.tennesseeanytime.org/local/perry.html
www.tennesseeanytime.org/local/pickett.html
www.tennesseeanytime.org/local/polk.html
www.tennesseeanytime.org/local/putnam.html
www.tennesseeanytime.org/local/r_more.html
www.tennesseeanytime.org/local/relocate.html
www.tennesseeanytime.org/local/rhea.html
www.tennesseeanytime.org/local/roane.html
www.tennesseeanytime.org/local/robertson.html
www.tennesseeanytime.org/local/rutherford.html
www.tennesseeanytime.org/local/scott.html
www.tennesseeanytime.org/local/sequatchie.html
www.tennesseeanytime.org/local/sevier.html
www.tennesseeanytime.org/local/shelby.html
www.tennesseeanytime.org/local/smith.html
www.tennesseeanytime.org/local/stewart.html
www.tennesseeanytime.org/local/suggest.html
www.tennesseeanytime.org/local/sullivan.html
www.tennesseeanytime.org/local/sumner.html
www.tennesseeanytime.org/local/tipton.html
www.tennesseeanytime.org/local/trousdale.html
www.tennesseeanytime.org/local/unicoi.html
www.tennesseeanytime.org/local/union.html
www.tennesseeanytime.org/local/vanburen.html
www.tennesseeanytime.org/local/warren.html
www.tennesseeanytime.org/local/washington.html
www.tennesseeanytime.org/local/wayne.html
www.tennesseeanytime.org/local/weakley.html
www.tennesseeanytime.org/local/west.html
www.tennesseeanytime.org/local/white.html
www.tennesseeanytime.org/local/williamson.html
www.tennesseeanytime.org/local/wilson.html

Generic Maintenance Page

www.tennesseeanytime.org/maintenance.html

Mobile Applications

www.tennesseeanytime.org/mobile/aa.html
www.tennesseeanytime.org/mobile/d.html
www.tennesseeanytime.org/mobile/facor.html
www.tennesseeanytime.org/mobile/g.html
www.tennesseeanytime.org/mobile/index.html
www.tennesseeanytime.org/mobile/ns.html
www.tennesseeanytime.org/mobile/rs.html
www.tennesseeanytime.org/mobile/survey.html
www.tennesseeanytime.org/mobile/t.html
www.tennesseeanytime.org/mobile/ttd.html
www.tennesseeanytime.org/mobile/u.html
www.tennesseeanytime.org/mobile/val.html

Moving to Tennessee Information

www.tennesseeanytime.org/move/faqs.html
www.tennesseeanytime.org/move/index.html

Information about Online Services

www.tennesseeanytime.org/online/index.html
www.tennesseeanytime.org/online/premium.html
www.tennesseeanytime.org/online/questions.html
www.tennesseeanytime.org/online/residents.html
www.tennesseeanytime.org/online/sales.html
www.tennesseeanytime.org/online/taxes.html
www.tennesseeanytime.org/online/tenncare.html
www.tennesseeanytime.org/online/travel.html

Resident Information

www.tennesseeanytime.org/residents/cars.html
www.tennesseeanytime.org/residents/children.html
www.tennesseeanytime.org/residents/consumer.html
www.tennesseeanytime.org/residents/disability.html
www.tennesseeanytime.org/residents/health.html
www.tennesseeanytime.org/residents/housing.html
www.tennesseeanytime.org/residents/index.html
www.tennesseeanytime.org/residents/social.html
www.tennesseeanytime.org/residents/voting.html

Links to News Pages

www.tennesseeanytime.org/rss/feed-demon.html
www.tennesseeanytime.org/rss/google-yahoo-rss.html
www.tennesseeanytime.org/rss/help.html
www.tennesseeanytime.org/rss/ie7.html
www.tennesseeanytime.org/rss/index.html
www.tennesseeanytime.org/rss/net-news-wire.html
www.tennesseeanytime.org/rss/outlook-2003.html

State Products for Sale

www.tennesseeanytime.org/shop/index.html

Sitemap Page

www.tennesseeanytime.org/sitemap.html

Various Surveys

www.tennesseeanytime.org/surveys/egov-survey.html
www.tennesseeanytime.org/surveys/index.html
www.tennesseeanytime.org/surveys/picktn/picktn.html
www.tennesseeanytime.org/surveys/projects.html
www.tennesseeanytime.org/surveys/safety/chgdl_survey.html
www.tennesseeanytime.org/surveys/safety/dl_cancel_survey.html
www.tennesseeanytime.org/surveys/safety/dlr_survey.html
www.tennesseeanytime.org/surveys/safety/dlstation.html
www.tennesseeanytime.org/surveys/safety/dupdlr_survey.html
www.tennesseeanytime.org/surveys/safety/reindl_survey.html
www.tennesseeanytime.org/surveys/safety/thp.html
www.tennesseeanytime.org/surveys/tacir/tacir-mailing.html
www.tennesseeanytime.org/surveys/tncrim/tncrim-app.html
www.tennesseeanytime.org/surveys/twra/archery.html
www.tennesseeanytime.org/surveys/twra/conversionchartouncestopounds.html
www.tennesseeanytime.org/surveys/twra/twra_bite.html
www.tennesseeanytime.org/surveys/twra/twra_bow.html

Travel and Recreation in Tennessee

www.tennesseeanytime.org/travel/fall_color.html
www.tennesseeanytime.org/travel/index.html
www.tennesseeanytime.org/travel/outdoor.html
www.tennesseeanytime.org/travel/summer-safety.html
www.tennesseeanytime.org/travel/tourism.html

Spanish

www.tennesseeanytime.org/translate/spanish.html

TN.gov Web Awards

www.tennesseeanytime.org/web-awards/index.html

Web Policies

www.tennesseeanytime.org/web-policies/accessibility.html

www.tennesseeanytime.org/web-policies/index.html

www.tennesseeanytime.org/web-policies/linking.html

www.tennesseeanytime.org/web-policies/privacy.html

www.tennesseeanytime.org/web-policies/security.html

TN Photo Album

www.tennesseeanytime.org/photos/eligibility.html

www.tennesseeanytime.org/photos/eligibility.html

www.tennesseeanytime.org/photos/submit.html

www.tennesseeanytime.org/photos/index.html

TNRecovery Website

www.tnrecovery.gov/

www.tnrecovery.gov/bysubjectarea.html

www.tnrecovery.gov/certificationdocs.html

www.tnrecovery.gov/federalreporting.html

www.tnrecovery.gov/grants.html

www.tnrecovery.gov/impact.html

www.tnrecovery.gov/implementation.html

www.tnrecovery.gov/message.html

www.tnrecovery.gov/plans.html