

CONTRACT #17
RFS # 337.20-10014
Edison # 41132

**Labor and Workforce
Development**

VENDOR:
Geographic Solutions, Inc.



STATE OF TENNESSEE
DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
220 French Landing Drive
Nashville, TN 37243-1002
(615) 741-6642

BILL HASLAM
GOVERNOR

BURNS PHILLIPS
COMMISSIONER

April 15th, 2016

Krista Lee, Director
Fiscal Review Committee
320 6th Avenue North
8th Floor Rachel Jackson Building
Nashville, TN 37243

RE: 3372010014 Geographic Solutions, Inc. – Contract Amendment (Contract ID 41132)

Dear Ms. Lee,

I am requesting approval of an amendment to the referenced Contract as follows:

1. Add terms and funding to cover additional modules to be developed by Geographic Solutions for an unemployment insurance employer tax system.
2. Add Tennessee Department of Revenue Registration standard template language.

The contract amendment is necessary to add additional modules to the existing UI Benefits system in order to have a fully integrated system for both UI Claimants and Employers.

Attached are copies of the required documentation.

Sincerely,

Burns P. Phillips III
m2B

Burns P. Phillips III, Commissioner

BP:ld:lh

Supplemental Documentation Required for
Fiscal Review Committee

*Contact Name:	Mike Williams	*Contact Phone:	615-770-1146		
*Presenter's name(s):	Linda Davis, Administrator- Unemployment Insurance Lisa Howard, Administrator- Information Technology				
Edison Contract Number: <i>(if applicable)</i>	41132	RFS Number: <i>(if applicable)</i>	33720-10014		
*Original or Proposed Contract Begin Date:	5/1/2014	*Current or Proposed End Date:	4/30/2024		
Current Request Amendment Number: <i>(if applicable)</i>	1				
Proposed Amendment Effective Date: <i>(if applicable)</i>	6/15/16				
*Department Submitting:	Labor and Workforce Development				
*Division:	Unemployment Insurance				
*Date Submitted:	4/15/16				
*Submitted Within Sixty (60) days:	Yes				
<i>If not, explain:</i>					
*Contract Vendor Name:	Geographic Solutions, Inc.				
*Current or Proposed Maximum Liability:	\$39,541,616.07				
*Estimated Total Spend for Commodities:	N/A				
*Current or Proposed Contract Allocation by Fiscal Year: (as Shown on Most Current Fully Executed Contract Summary Sheet)					
FY:15	FY:16	FY:17	FY:18	FY:19	FY:20-24
\$9,018,765.75	\$2,181,646.22	\$1,202,501.70	\$3,712,500.00	\$3,783,037.00	\$19,643,165.40
*Current Total Expenditures by Fiscal Year of Contract: (attach backup documentation from Edison)					
FY:15	FY:16	FY:	FY:	FY	FY
\$1,639,775.55	\$2,186,367.40	\$	\$	\$	\$
IF Contract Allocation has been greater than Contract Expenditures, please give the reasons and explain where surplus funds were spent:			Surplus funds <u>to be</u> spent during contract period on maintenance, support and additional program development.		
IF surplus funds have been carried forward, please give the reasons and provide the authority for the carry forward provision:					
IF Contract Expenditures exceeded Contract Allocation, please give the reasons and explain how funding was acquired to pay the overage:					

Supplemental Documentation Required for
Fiscal Review Committee

*Contract Funding Source/Amount:			
State:	\$0	Federal:	\$59,674,425.25
<i>Interdepartmental:</i>		<i>Other:</i>	
If “ <i>other</i> ” please define:			
If “ <i>interdepartmental</i> ” please define:			
Dates of All Previous Amendments or Revisions: <i>(if applicable)</i>		Brief Description of Actions in Previous Amendments or Revisions: <i>(if applicable)</i>	
None			
Method of Original Award: <i>(if applicable)</i>		RFP	
*What were the projected costs of the service for the entire term of the contract prior to contract award? How was this cost determined?		\$39,541,616.07 Contractor cost proposal submitted with RFP	
*List number of other potential vendors who could provide this good or service; efforts to identify other competitive procurement alternatives; and the reason(s) a sole-source contract is in the best interest of the State.			

Sum of Warrant Amount	FY	16	Grand Total
Name	15		
Geographic Solutions Inc	1,639,775.55	2,186,367.40	3,826,142.95
		Original Contract	39,541,616.07
		Remaining	<u>35,715,473.12</u>

Unit	Voucher	Invoice	Remit Vnдр	Name	Reference	Pymnt Date	Recon Status	Reconcile d Date	Warrant Amount	Meth od	Message	FY
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Geographic

33701 00150301 066151251 0000085449 Solutions Inc 0004150165 8/21/2015 REC 8/27/2015 2,186,367.40 CHK Design Phase 16

UI Benefits System--

Geographic

33701 00142919 166151075 0000085449 Solutions Inc 0003949701 4/6/2015 REC 4/14/2015 1,639,775.55 CHK Analysis Phase 15

UI Benefits System--

3,826,142.95



STS Pre-Approval Endorsement Request E-Mail Transmittal

TO : STS Contracts
Department of Finance & Administration
E-mail : it.abc@tn.gov

FROM : Mike Williams
E-mail : mike.williams@tn.gov

DATE : March 30, 2016

RE : Request for STS Pre-Approval Endorsement

Applicable RFS # 33720-10217

STS Endorsement Signature & Date:

Chief Information Officer

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

Strategic Technology Solutions (STS) pre-approval endorsement is required pursuant to procurement regulations pertaining to contracts with information technology as a component of the scope of service. This request seeks to ensure that STS is aware of and has an opportunity to review the procurement detailed below and in the attached document(s). This requirement applies to any procurement method regardless of dollar amount.

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

Contracting Agency	Labor and Workforce Development
Agency Contact (name, phone, e-mail)	Lisa Howard, 615-253-3983, Lisa.Howard@tn.gov
Attachments Supporting Request (mark all applicable)	
<p>Note: The complete draft procurement document and the applicable documents listed below must accompany this request when submitted to STS. Special Contract Requests and Amendment Requests without Agency Head signature are acceptable. STS is aware that these documents will not have CPO signature when submitted with this request.</p>	
<input type="checkbox"/> Solicitation Document <input type="checkbox"/> Special Contract Request <input checked="" type="checkbox"/> Amendment Request <input checked="" type="checkbox"/> Proposed Contract/Grant or Amendment <input checked="" type="checkbox"/> Original Contract/Grant and Previous Amendments (if any)	
Information Systems Plan (ISP) Project Applicability	

Applicable RFS # 33720-10217

To avoid delay of STS pre-approval, the applicability of an ISP project to the procurement must be confirmed with agency IT staff prior to submitting this request to STS. If necessary, agency IT staff should contact STS Planning with questions concerning the need for an ISP project.

IT Director/Staff Name Confirming (required): Lisa Howard

Applicable – Approved ISP Project# 1001953

Not Applicable

Subject Information Technology Service Description

Provide a brief summary of the information technology services involved. Clearly identify included technologies such as system development/maintenance, security, networking, *etc.* As applicable, identify the contract or solicitation sections related to the IT services.

Amendment to the UI Benefits/GUS contract, to add modules for the employer functions related to Unemployment Insurance. Existing contract #41132 with Geographic Solutions, Inc for a COTS product that is vendor hosted.

Amendment Request

This request form is not required for amendments to grant contracts. Route a completed request, as one file in PDF format, via e-mail attachment sent to: Agsprs.Agsprs@tn.gov

APPROVED

CHIEF PROCUREMENT OFFICER

DATE

Agency request tracking #	33720-10014	
1. Procuring Agency	Labor and Workforce Development	
2. Contractor	Geographic Solutions, Inc	
3. Edison contract ID #	41132	
4. Proposed amendment #	1	
5. Contract's Effective Date	05/01/2014	
6. Current end date	04/30/2024	
7. Proposed end date	04/30/2024	
8. Current Maximum Liability or Estimated Liability	\$ 39,541,616.07	
9. Proposed Maximum Liability or Estimated Liability	\$ 59,674,425.25	
10. Office for Information Resources Pre-Approval Endorsement Request – information technology service (N/A to THDA)	<input type="checkbox"/> Not Applicable <input checked="" type="checkbox"/> Attached	
11. eHealth Pre-Approval Endorsement Request – health-related professional, pharmaceutical, laboratory, or imaging	<input checked="" type="checkbox"/> Not Applicable <input type="checkbox"/> Attached	
12. Human Resources Pre-Approval Endorsement Request – state employee training service	<input checked="" type="checkbox"/> Not Applicable <input type="checkbox"/> Attached	
13. Explain why the proposed amendment is needed	<p>The amendment is needed to replace a legacy mainframe system and several silo systems that are difficult to support and maintain each year and do not provide the functionality and responsiveness needed by the business.</p> <p>By adding these modules on to the existing UI Benefits system (GUS), we have a fully integrated solution for Unemployment Insurance for both UI claimants and employers.</p> <p>These additional modules will improve the tracking and processing of employer wage reporting and quarterly tax payments as well as federal and state reporting that is currently handled through many manual processes and is difficult to perform in an acceptable, timely, or efficient</p>	

Agency request tracking #	33720-10014
manner.	
14. If the amendment involves a change in Scope, describe efforts to identify reasonable, competitive, procurement alternatives to amending the contract. The Unemployment Insurance Program is comprised of the employee benefit processes and the employer tax processes. The Employer/tax business processes must be fully integrated with the UI Benefits processes in order to have an efficient, and complete Unemployment Insurance system as well as meeting today's business needs. We did not identify any reasonable alternatives that could be incorporated into the existing system. The current vendor for UI Benefits has proven to be a reliable and responsive vendor and they provided us pricing that was comparable to the pricing provided for the UI Benefits system that was competitively procured.	
Signature of Agency head or authorized designee, title of signatory, and date (the authorized designee may sign his or her own name if indicated on the Signature Certification and Authorization document)	



CONTRACT AMENDMENT COVER SHEET

Agency Tracking # 33720-10014	Edison ID 41132	Contract # 33720-10014	Amendment # 1
Contractor Legal Entity Name Geographic Solutions, Inc.			Edison Vendor ID 85449

Amendment Purpose & Effect(s)
Add Employer Tax modules to the Unemployment Insurance (UI) Benefits System

Amendment Changes Contract End Date: <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	End Date: 4-30-24
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TOTAL Contract Amount INCREASE or DECREASE per this Amendment (zero if N/A): **\$20,132,809.18**

Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
14		.00			.00
15		9,018,765.75			9,018,765.75
16		2,181,646.22			2,181,646.22
17		4,602,501.70			4,602,501.70
18		4,714,500.00			4,714,500.00
19		6,283,037.00			6,283,037.00
20		6,402,373.00			6,402,373.00
21		6,524,060.60			6,524,060.60
22		6,648,017.75			6,648,017.75
23		6,774,330.12			6,774,330.12
24		6,525,193.11			6,525,193.11
TOTAL:		59,674,425.25			59,674,425.25

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

<p>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.</p>	<p><i>CPO USE</i></p>
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Speed Chart (optional)	Account Code (optional)
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**AMENDMENT 1
OF CONTRACT 41132**

This Amendment is made and entered by and between the State of Tennessee, Department of Labor and Workforce Development, hereinafter referred to as the "State" and Geographic Solutions, Inc., hereinafter referred to as the "Contractor." For good and valuable consideration, the sufficiency of which is hereby acknowledged, 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 is added as Contract section A.1.c.

A.1.c. UI Employer Tax System. The Contractor shall provide an unemployment insurance (UI) employer tax system that meets the requirements set forth in this Contract. This Project hereinafter shall be known as the "Employer Tax Project."

The State's goal is to procure a system with required functionality for state staff in the administration and operation of its UI employer tax programs. This system shall allow for easy modification through software configuration parameters and require minimal customization. The addition of the Employer Tax modules to the UI benefits system hereinafter shall be known as the "System."

The System shall provide two additional modules: 1) **TAX MANAGEMENT MODULE**: Provides employers and staff an online application to register and maintain accounts, calculate tax rates, submit and process quarterly tax and wage report data and remittances, identify and manage delinquencies and collection activities, review fraud analytics, and conduct tax audits.; and 2) **TAX APPEALS MANAGEMENT MODULE**: Provides employers and staff the ability to file, conduct, track, and issue determinations on any tax related tax appeal. Applicable documents are routed to an electronic file, hearings are recorded, and decisions rendered using statutory language templates and precedent case history. The Contractor will also provide all federal and state regulatory updates, modifications, and reports, for the life of the Contract, and any extension thereof, based on requirements described in all federal and state laws, at no additional cost above the annual license fee covered in the cost proposal. The system shall be scalable to respond to fluctuating workload and dramatic increases in activity levels caused by changing rates of unemployment.

The System shall be integrated with the UI Benefits system and hosted in the same environment as defined in A.1.b above. The UI Employer Tax project shall adhere to the project management methodology and include the product phases as defined in A.2.

2. Contract section C.1 is deleted in its entirety and replaced with the following:

C.1. Maximum Liability. In no event shall the maximum liability of the State under this Contract exceed fifty nine million, six hundred seventy four thousand, four hundred twenty five dollars and twenty five cents (\$59,674,425.25). The 10% for change order costs is included in the maximum liability. The payment rates in Section C.3 shall constitute the entire compensation due the Contractor for all service and Contractor 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, including any change order costs incurred during the Contract term.

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.

3. Contract section C.3.a is deleted in its entirety and replaced with the following:

C.3.a. Total System Payment Methodology. For eighteen (18) to twenty-four (24) months UI Benefits System Implementation, one (1) year Post-Implementation Warranty, and all Hosting Services as defined in Section A.1.a, A.1.b, A.21, A.22, and in Contract Attachments.

<u>UI Benefits System</u>	
<u>Total System Cost</u>	\$(10,931,837.00)

The Total System Cost stated above shall be paid to the Contractor in installments contingent upon successful completion of Project Phase Milestones, as follows:

<u>PROJECT PHASE MILESTONES</u>	<u>COST BY PROJECT PHASE</u>
Analysis Phase (1) This is 15% of Total System Cost	\$1,639,775.55
Design Phase (2) This is 20% of Total System Cost	\$2,186,367.40
Development Phase (3) This is 20% of Total System Cost	\$2,186,367.40
Integration Test Phase (4) This is 20% of Total System Cost	\$2,186,367.40
Implementation Phase (5) This is 15% of Total System Cost	\$1,639,775.55
Post-Implementation Phase (6) This is 10% of Total System Cost	\$1,093,183.70

Upon completion of the Implementation Phase of the UI Benefits System, the UI Employer Tax Project shall begin for twelve (12) to eighteen (18) months with an one (1) year Post-Implementation Warranty, and all Hosting Services as defined in Section A.1.b, A.1.c, A.21, A.22, and in Contract Attachments.

<u>UI Employer Tax System</u>	
<u>Total System Cost</u>	\$(4,000,000.00)

The Total System Cost stated above shall be paid to the Contractor in installments contingent upon successful completion of Project Phase Milestones, as follows:

<u>PROJECT PHASE MILESTONES</u>	<u>COST BY PROJECT PHASE</u>
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Analysis Phase (1) This is 15% of Total System Cost	\$600,000.00
Design Phase (2) This is 20% of Total System Cost	\$800,000.00
Development Phase (3) This is 20% of Total System Cost	\$800,000.00
Integration Test Phase (4) This is 20% of Total System Cost	\$800,000.00
Implementation Phase (5) This is 15% of Total System Cost	\$600,000.00
Post-Implementation Phase (6) This is 10% of Total System Cost	\$400,000.00

The Contractor shall submit Certifications of Phase Completion with invoices as set forth in Section A.11 after all project deliverables for that Phase are completed and approved by the State. Such invoices must be submitted in a form acceptable to the State, prior to any payment.

- (1) The Analysis Phase payment shall be made based on the successful completion of all Project Analysis tasks, as well as all Phase deliverables completed and approved by the State, as described in Section A.35.
- (2) The Design Phase payment shall be made based on the successful completion of all Project Design tasks, as well as all Phase deliverables completed and approved by the State, as described in Section A.46.
- (3) The Development Phase payment shall be made based on the successful completion of final Acceptance Testing, as well as all Phase deliverables completed and approved by the State, as described in Section A.82.
- (4) The Integration Test Phase payment shall be made based on successful completion of Integration Testing of all interfaces, self-service functions, execution of all job processing steps, as well as all Phase deliverables completed and approved by the State, as described in Section A.89.
- (5) The Implementation Phase payment shall be made when the system has been fully implemented into the Production environment, capacity and performance measures met, processing and all of the Phase deliverables completed and approved by the State, as described in Section A.103.
- (6) The Post-Implementation Phase payment shall be in four (4) increments based on meeting quarterly performance measures for availability, timeliness, and accuracy, as well as all Phase deliverables completed for the quarter and approved by the State, as described in Section A.109.

4. Contract section C.3.b is deleted in its entirety and replaced with the following:

C.3.b System Maintenance and Support Payment Methodology. The Maintenance and Support Phase includes the option for continued maintenance and support for up to seven additional years; the cost for Maintenance and Support years shall not be included in the Total System Cost above, since these services are optional. The optional annual cost for Maintenance and Support is provided in the table below.

<i>UI Benefits System</i>	
Maintenance and Support Phase Optional Year 4	\$3,375,000.00
Maintenance and Support Phase Optional Year 5	\$3,439,125.00
Maintenance and Support Phase Optional Year 6	\$3,504,468.30
Maintenance and Support Phase Optional Year 7	\$3,571,053.10
Maintenance and Support Phase Optional Year 8	\$3,638,903.10
Maintenance and Support Phase Optional Year 9	\$3,708,042.20
Maintenance and Support Phase Optional Year 10	\$3,778,495.00

<i>UI Employer Tax System</i>	
Maintenance and Support Phase Optional Year 5	\$2,500,000.00
Maintenance and Support Phase Optional Year 6	\$2,547,500.00
Maintenance and Support Phase Optional Year 7	\$2,595,902.50
Maintenance and Support Phase Optional Year 8	\$2,645,224.65
Maintenance and Support Phase Optional Year 9	\$2,695,483.92
Maintenance and Support Phase Optional Year 10	\$2,746,698.11

Each year, if the state elects to exercise this option, payments shall be made in four(4) increments based on State approval of quarterly performance measures and all required Phase deliverables completed for the quarter and approved by the State.

5. Contract section C.3.c is deleted in its entirety and replaced with the following:

C.3.c Change Order Payment Methodology. The Contractor shall be compensated for changes requested and performed pursuant to Contract Section A.26.b. without a formal amendment of this Contract based upon the payment rates detailed in the schedule below and as agreed pursuant to said Section A.26.b., PROVIDED THAT compensation to the Contractor for such "change order" work shall not exceed TEN PERCENT (10%) of the \$14,931,837.00 or one million four hundred ninety-three thousand, one hundred eighty three dollars and seventy

cents (\$1,493,183.70). 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.

The Contractor shall submit monthly invoices for Change Order Costs, in a form and substance acceptable to the State with all necessary supporting documentation, prior to any payment. Such invoices shall be submitted for completed units of service for the amount stipulated.

CHANGE ORDER PAYMENT RATES

<u>SERVICE</u>	<u>PAYMENT RATE PER HOUR</u>
Senior Project Manager	
Year 1	\$ 150.00
Year 2	\$ 153.00
Year 3	\$ 156.00
Year 4	\$ 161.00
Year 5	\$ 164.00
Year 6	\$ 167.00
Year 7	\$ 170.00
Year 8	\$ 173.00
Year 9	\$ 178.00
Year 10	\$ 182.00
Project Manager	
Year 1	\$ 135.00
Year 2	\$ 138.00
Year 3	\$ 141.00
Year 4	\$ 145.00
Year 5	\$ 148.00
Year 6	\$ 151.00
Year 7	\$ 154.00
Year 8	\$ 157.00
Year 9	\$ 162.00
Year 10	\$ 165.00
Senior UI Business Analyst	
Year 1	\$ 135.00
Year 2	\$ 138.00
Year 3	\$ 141.00
Year 4	\$ 145.00
Year 5	\$ 148.00
Year 6	\$ 151.00
Year 7	\$ 154.00
Year 8	\$ 157.00
Year 9	\$ 162.00
Year 10	\$ 165.00
UI Business Analyst	
Year 1	\$ 125.00
Year 2	\$ 128.00
Year 3	\$ 131.00
Year 4	\$ 135.00

Year 5	\$ 138.00
Year 6	\$ 141.00
Year 7	\$ 144.00
Year 8	\$ 147.00
Year 9	\$ 151.00
Year 10	\$ 154.00

Database Administrator	
Year 1	\$ 115.00
Year 2	\$ 117.00
Year 3	\$ 119.00
Year 4	\$ 123.00
Year 5	\$ 125.00
Year 6	\$ 128.00
Year 7	\$ 131.00
Year 8	\$ 134.00
Year 9	\$ 138.00
Year 10	\$ 141.00

Data Analyst	
Year 1	\$ 105.00
Year 2	\$ 107.00
Year 3	\$ 109.00
Year 4	\$ 112.00
Year 5	\$ 114.00
Year 6	\$ 116.00
Year 7	\$ 118.00
Year 8	\$ 120.00
Year 9	\$ 124.00
Year 10	\$ 126.00

Data Architect	
Year 1	\$ 117.00
Year 2	\$ 119.00
Year 3	\$ 121.00
Year 4	\$ 125.00
Year 5	\$ 128.00
Year 6	\$ 131.00
Year 7	\$ 134.00
Year 8	\$ 137.00
Year 9	\$ 141.00
Year 10	\$ 144.00

Quality Assurance Manager	
Year 1	\$ 127.00
Year 2	\$ 130.00
Year 3	\$ 133.00
Year 4	\$ 137.00
Year 5	\$ 140.00
Year 6	\$ 143.00
Year 7	\$ 146.00
Year 8	\$ 149.00
Year 9	\$ 153.00

Year 10	\$ 156.00
Configuration Manager	
Year 1	\$ 100.00
Year 2	\$ 102.00
Year 3	\$ 104.00
Year 4	\$ 107.00
Year 5	\$ 109.00
Year 6	\$ 111.00
Year 7	\$ 113.00
Year 8	\$ 115.00
Year 9	\$ 118.00
Year 10	\$ 120.00
Data Conversion Manager	
Year 1	\$ 127.00
Year 2	\$ 130.00
Year 3	\$ 133.00
Year 4	\$ 137.00
Year 5	\$ 140.00
Year 6	\$ 143.00
Year 7	\$ 146.00
Year 8	\$ 149.00
Year 9	\$ 153.00
Year 10	\$ 156.00
Data Conversion Analyst	
Year 1	\$ 106.00
Year 2	\$ 108.00
Year 3	\$ 110.00
Year 4	\$ 113.00
Year 5	\$ 115.00
Year 6	\$ 117.00
Year 7	\$ 119.00
Year 8	\$ 121.00
Year 9	\$ 125.00
Year 10	\$ 128.00
Programmer Analyst	
Year 1	\$ 100.00
Year 2	\$ 102.00
Year 3	\$ 104.00
Year 4	\$ 107.00
Year 5	\$ 109.00
Year 6	\$ 111.00
Year 7	\$ 113.00
Year 8	\$ 115.00
Year 9	\$ 118.00
Year 10	\$ 120.00
System Analyst	
Year 1	\$ 107.00
Year 2	\$ 109.00

Year 3	\$ 111.00
Year 4	\$ 114.00
Year 5	\$ 116.00
Year 6	\$ 118.00
Year 7	\$ 120.00
Year 8	\$ 122.00
Year 9	\$ 126.00
Year 10	\$ 129.00

Operations Manager	
Year 1	\$ 100.00
Year 2	\$ 102.00
Year 3	\$ 104.00
Year 4	\$ 107.00
Year 5	\$ 109.00
Year 6	\$ 111.00
Year 7	\$ 113.00
Year 8	\$ 115.00
Year 9	\$ 118.00
Year 10	\$ 120.00

Test Manager	
Year 1	\$ 115.00
Year 2	\$ 117.00
Year 3	\$ 119.00
Year 4	\$ 123.00
Year 5	\$ 125.00
Year 6	\$ 128.00
Year 7	\$ 131.00
Year 8	\$ 134.00
Year 9	\$ 138.00
Year 10	\$ 141.00

Chief Solutions Architect	
Year 1	\$ 135.00
Year 2	\$ 138.00
Year 3	\$ 141.00
Year 4	\$ 145.00
Year 5	\$ 148.00
Year 6	\$ 151.00
Year 7	\$ 154.00
Year 8	\$ 157.00
Year 9	\$ 162.00
Year 10	\$ 165.00

Application Software Architect	
Year 1	\$ 126.00
Year 2	\$ 129.00
Year 3	\$ 132.00
Year 4	\$ 136.00
Year 5	\$ 139.00
Year 6	\$ 142.00

Year 7	\$ 145.00
Year 8	\$ 148.00
Year 9	\$ 152.00
Year 10	\$ 155.00

Server Architect Year	
Year 1	\$ 116.00
Year 2	\$ 118.00
Year 3	\$ 120.00
Year 4	\$ 124.00
Year 5	\$ 126.00
Year 6	\$ 129.00
Year 7	\$ 132.00
Year 8	\$ 135.00
Year 9	\$ 139.00
Year 10	\$ 142.00

Network Architect	
Year 1	\$ 103.00
Year 2	\$ 105.00
Year 3	\$ 107.00
Year 4	\$ 110.00
Year 5	\$ 112.00
Year 6	\$ 114.00
Year 7	\$ 116.00
Year 8	\$ 118.00
Year 9	\$ 122.00
Year 10	\$ 124.00

Security Architect	
Year 1	\$ 110.00
Year 2	\$ 112.00
Year 3	\$ 114.00
Year 4	\$ 117.00
Year 5	\$ 119.00
Year 6	\$ 121.00
Year 7	\$ 123.00
Year 8	\$ 125.00
Year 9	\$ 129.00
Year 10	\$ 132.00

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 June 15, 2016. All other terms and conditions of this Contract not expressly amended herein shall remain in full force and effect.

IN WITNESS WHEREOF,

GEOGRAPHIC SOLUTIONS INC:

SIGNATURE

DATE

Paul Toomey, President

PRINTED NAME AND TITLE OF SIGNATORY (above)

DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT:

BURNS P. PHILLIPS III, COMMISSIONER

DATE



CONTRACT

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

Begin Date 5/01/2014	End Date 4/30/2024	Agency Tracking # 337-2010014	Edison Record ID 41132
Contractor Legal Entity Name Geographic Solutions, Inc.			Edison Vendor ID 85449

Service Caption (one line only)
Unemployment Insurance (UI) Benefits System

Subrecipient or Vendor <input type="checkbox"/> Subrecipient <input checked="" type="checkbox"/> Vendor	CFDA # 17.225
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Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
14		.00			.00
15		9,018,765.75			9,018,765.75
16		2,181,646.22			2,181,646.22
17		1,202,501.70			1,202,501.70
18		3,712,500.00			3,712,500.00
19		3,783,037.00			3,783,037.00
20		3,854,873.00			3,854,873.00
21		3,928,158.10			3,928,158.10
22		4,002,793.10			4,002,793.10
23		4,078,846.20			4,078,846.20
24		3,778,495.00			3,778,495.00
TOTAL:		39,541,616.07			39,541,616.07

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)

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

M.L. Butler/kw

OCR USE - FA

Speed Chart (optional)

Account Code (optional)



**CONTRACT
BETWEEN THE STATE OF TENNESSEE
DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
AND
GEOGRAPHIC SOLUTIONS INC.**

This Contract, by and between the State of Tennessee, Department of Labor and Workforce Development, hereinafter referred to as the "State" and GEOGRAPHIC SOLUTIONS INC., hereinafter referred to as the "Contractor," is for the provision of an unemployment insurance benefits system with associated services, as further defined in the "SCOPE OF SERVICES."

The Contractor is A FOR-PROFIT CORPORATION.
Contractor Place of Incorporation or Organization: State of Florida
Contractor Edison Registration ID#: 85449

A. SCOPE OF SERVICES:

A.1. General Scope. The Contractor shall provide all services and deliverables required, described, and detailed herein and shall meet all of the service and delivery timelines and performance measures as specified by this Contract.

A.1.a UI Benefits System. The Contractor shall provide an unemployment insurance (UI) benefits system that meets the requirements set forth in this Contract and in the related Request for Proposals (RFP) for the State of Tennessee (TN), hereinafter known as the "State". This Project hereinafter shall be known as the "Unemployment Insurance Benefits Project" or simply the "Project."

The State's goal is to procure a system with required functionality for state staff in the administration and operation of its UI benefits programs. This system shall allow for easy modification through software configuration parameters and require minimal customization. This UI benefits system hereinafter shall be known as the "System."

The System shall provide the functionality needed to process, track, and report on the UI claims processes in a timely and efficient manner. The Contractor will also provide all federal and state regulatory updates, modifications, and reports, for the life of the Contract, and any extension thereof, based on requirements described in all federal and state laws, at no additional cost above the annual license fee covered in the cost proposal. The system shall be scalable to respond to fluctuating workload and dramatic increases in activity levels caused by changing rates of unemployment.

The System shall also include a hosting solution that conforms to data accessibility and security requirements of the State. By integrating hosting services including data storage and capacity planning with the delivered application system, the State expects to benefit from a design that is fully integrated with the system architecture. This allows for continuity in the design and support of the system by a single vendor that is responsible for providing all of the application and hosting services required by the State. This serves to alleviate the finger pointing that often ensues between vendors allowing the primary focus to be in providing the best possible functionality from the system.



Under the terms of this Contract, the Contractor shall provide a System that meets a of the requirements identified herein and in the following contract attachments:

<i>Attachment A:</i>	<i>Business Process Definitions</i>
<i>Attachment B:</i>	<i>Business Process Diagrams</i>
<i>Attachment C:</i>	<i>Functional Requirements (Proposer Response)</i>
<i>Attachment D:</i>	<i>Technical Requirements (Proposer Response)</i>
<i>Attachment E:</i>	<i>Project Deliverables</i>
<i>Attachment F:</i>	<i>System Interfaces</i>
<i>Attachment G:</i>	<i>Operational Statistics</i>
<i>Attachment H:</i>	<i>Attestation re Personnel Used in Contract Performance</i>
<i>Attachment I:</i>	<i>Data Security Agreement</i>
<i>Attachment J:</i>	<i>Glossary of Terms and Acronyms</i>

A.1.b. Hosting Services. The Contractor, as part of their total solution, shall provide hosting of the system environments that is capable of meeting the unique needs of the State. This consists of the infrastructure platforms, data storage, capacity, and bandwidth requirements as well as maintenance and support for the new UI Benefits System including all hardware and software components, databases, licenses, connectivity, systems administration, and the daily operation of the system. Also included after the system is implemented, as described in Section A.110 and its subsections, are the services to be included during the first year post-implementation period and up to seven (7) consecutive one-year maintenance periods, at the State's discretion.

The Contractor will coordinate with the State to ensure the Hosting services promote the seamless integration of all system functionality, meets all of the requirements set forth in this Contract and all Contract Attachments. Changes to any of the services will require State approval throughout the term of this Contract and any extensions. The Contractor's responsibility is to provide the application software and all system infrastructure and support services as part of their total solution in which:

- (1) The Contractor shall ensure the Hosting services provide for the sustainable, reliable, available, responsive, and cost-effective operation of the System.
- (2) The Contractor shall provide that, in the event the Contractor's services are terminated pursuant to Section(s) D.3, D.4, D.8, or E.3 prior to the expiration of the term set forth in this Contract, the Contractor shall assist the State with the transfer of all State data to the State, or to another designated contractor/hosting vendor in the event the State subsequently acquires another Contractor to provide services described in this Agreement.
- (3) The Contractor shall provide product enhancements, software and hardware updates, and all of the system modifications required to provide system elasticity that meets the fluctuating demands of the State as part of the annual license fees included in the cost proposal. The Contractor shall further provide that any major upgrade to the System infrastructure be scheduled giving advanced prior notice that allows the State the opportunity to assess the impact and make any needed changes to accommodate the newly revised System infrastructure.
- (4) The Contractor shall (1) cooperate with any person(s) designated by the State to monitor and track service-level agreement (SLA) performance; and (2) promptly respond to requests from such persons to facilitate contract performance monitoring by the State.
- (5) The Contractor shall execute a Data Security Agreement with the State as depicted in Contract Attachment I that defines the required procedures and



protections associated with State data and network connectivity. If the Data Security Agreement is terminated for any reason, the Contractor will ensure that all of the State data in the possession, custody, or control of the contractor be transferred to the State or other entity identified by the State. The Contractor shall assist in the transition effort and shall comply with all applicable security requirements as set forth in Section A.22 below.

The Contractor shall ensure that all State data, including data stored in all databases, environments, and data backups, will be securely stored on-shore in the United States and that the data shall be accessed only by personnel located within the United States. System access shall be limited to that approved by the State and only Contractor staff required to perform services under an SLA. Staff with data access shall sign a nondisclosure agreement and a data security agreement with the State. The Contractor shall use the data only to perform services for the State and shall not share or sell the data in any way.

- (6) The Contractor shall support the transfer of information from the existing hosting environments to the infrastructure developed by the Contractor, including, but not limited to, all State data, environments, software, whether or not described in Section E.8, as needed for the successful execution of the System.
- (7) The Contractor shall retire and properly dispose of all data elements and components at the end of their useful life, such as log files, configuration files, and property files. The Contractor must provide proof of adherence to this provision which will be validated by the State through various means including, but not limited to, certification statements from Contractor, periodic site visits, etc.
- (8) The Contractor shall include a calendar of scheduled maintenance, which shall be updated, revised, and coordinated with the State, with all scheduled activities occurring within the maintenance periods set forth herein. The Contractor shall provide all infrastructure maintenance, upgrades, and enhancements throughout the full term of the contract and any extensions of the contract. The Contractor shall provide the following services as elements of their hosting solution:
 - i. Maintenance of all application infrastructure and third-party products;
 - ii. Continuous performance monitoring;
 - iii. Bug fixes, enhancements, and technology upgrades including any Commercial Off-the-Shelf (COTS) and open source products used;
 - iv. Quality assurance and testing of modifications and upgrades;
 - v. Changes mandated by State and Federal statutes and regulations;
 - vi. Increases in data storage and transaction processing capacity;
 - vii. Backup and restore;
 - viii. Disaster recovery;
 - ix. Security for software, hardware, and network (including annual attestation of SSAE 16 Certification);
 - x. Issue prioritization and tracking system;
 - xi. Help Desk and technical support 24/7/365 with response times specified in Section A.110.c below, to be provided by personnel in the United States;
 - xii. Sufficient networking bandwidth and hardware capacity to support the peak processing demands of the State; and
- (9) The Contractor will provide a redundant solution offering full business continuity.



A.2 Project Management Methodology. The Contractor shall utilize the State's business solution methodology in the delivery of all products and services for the UI Benefits system. This Project Management Process known as Tennessee Business Solution Methodology (TBSM) is focused on organizing and controlling the work and extends over all of the Product Development Phases of the project.

Throughout the project, the Contractor shall produce various Project Management Processes and Product Phase deliverables. Some of these products are specific deliverables managed, produced, and updated by the Contractor, while other work-products arise out of the shared effort of both parties. The minimum deliverables and responsibilities are defined in this Contract and its attachments.

The UI Benefits project shall include the following Product Phases:

- a. Analysis Phase
- b. Design Phase
- c. Development Phase
- d. Integration Test Phase
- e. Implementation Phase
- f. Post-Implementation Phase
- g. Maintenance and Support Phase

The State and Contractor team members will determine the appropriate activities to be performed as the Project progresses, allowing work to be performed in multiple phases, such as execution of one process prior to completion of another. This is the typical method for implementation of systems built using a modular approach.

Included in this RFP are Business Process Definitions (see Contract Attachment A) and Business Process Diagrams (see Contract Attachment B) that define each of the functional requirements for the system. They describe complete business processes and interactions with other business processes. Detailed requirements will then be defined through facilitation by the Contractor with the State to arrive at best practice solutions that provide added value to the State rather than repeating old processes that are out of date or cumbersome to the system and the business.

The Contractor will deliver functionality that addresses each business process in a manner that can be reviewed and tested comprehensively by the State. State review and approval is required for acceptance of these work products.

Throughout all phases of the project, the Contractor is encouraged to share working drafts of deliverables with the State in advance of formal submittal. In that way, the State will be able to inspect and review the documents and give feedback and seek clarity well in advance of the anticipated approval of each deliverable.

The State shall review all deliverables to determine fitness for use. If the State finds deficiencies in any deliverable, the Contractor shall correct all such deficiencies and resubmit corrected deliverables for review (which begins a new review cycle). All deliverables shall be approved by the State prior to being considered final. Payment is contingent upon the State's approval of all milestone deliverables.

A.3. Project Management Approach. The Contractor will designate a Project Manager to work closely with the State Project Team Lead. These Project Managers will work independently to address all of the relevant tasks and issues but will meet on a consistent basis to discuss all aspects of the project and to confirm that all of the



contract requirements have been met. The Contractor Project Manager must be able to report the current status of the project in sufficient detail to project stakeholders, the State project team, and contractor teams to avoid unnecessary confusion and delay.

- A.4. Development Standards. The Contractor will utilize uniform processes for software development, providing common industry-standard terminology, and that define the documentation to be prepared and establish clear expectations for both Contractor and State staff. These standards shall identify documents, templates, and reports to be generated at each level of the project including requirements gathering, validation and system configuration, integration of any third-party tools, all levels of system and integration testing, and the certification criteria and approvals required by the State.

Standards shall also be utilized for future maintenance of the system to ensure the system maintains flexibility to respond timely to system changes.

- A.5. Documentation Standards. The Contractor will follow industry standard programming and technical document standards to ensure efficient, "well commented" instructions that are easy to follow and to maintain. Documentation shall be updated by the Contractor, within a timeframe mutually agreed upon by the State and Contractor.

- A.6. Project Repositories. The Contractor shall use a common Project Documentation Repository and facilitate communication to Project participants as to Project status, activities, work products, milestones, accomplishments, etc. Excluding Contractor's System, that includes software, program object code, documentation and source code, the Contractor shall store all versions of Project deliverables and other Project documentation in this documentation repository in accordance with procedures established by the State.

Versions of deliverables stored in the Project Documentation Repository shall include all versions of deliverables reviewed by the State with documentation of all feedback and approval decisions provided. Also, final approved versions of each deliverable shall be maintained in the repository. Versions of meeting notes, any documentation that supports project decisions, and all test results shall also be maintained in the repository. Document naming standards and version control of all documentation is required. The Contractor may not remove, modify, or rename information in the Project Documentation Repository without prior written consent from the State. The Contractor shall populate the Project Documentation Repository throughout the Project, providing current information as it becomes available.

- A.7. Comprehensive Project Plan. The Comprehensive Project Plan shall outline the Contractor's approach for developing a quality web-based, self-service, integrated application in accordance with the State required implementation schedule and that meets all State requirements, as defined within this Contract and the attachments. The Contractor shall provide electronic access to the Comprehensive Project Plan and shall develop the plan in accordance with State business solution methodology TBSM. This plan shall reference all other plans, provide for plan management, identify plan dependencies, and identify and mitigate any plan conflicts.

The Comprehensive Project Plan shall be created and submitted with the proposal, formalized in the Analysis Phase, and updated throughout the project. This plan should reference all of the other project plans and schedules listed below and serve as a starting point for documentation to be used in project management and stored in the Project Documentation Repository, as defined in Section A.6.



A.8. Master Project Work Plan. The Contractor shall prepare a Master Project Work Plan that includes all known tasks for the duration of the Project, including the critical path time line. The Master Project Work Plan shall reflect State mandated implementation schedule and cover the entire project, including each product development phase.

The Master Project Work Plan shall be updated and reviewed weekly with the State Project Manager and kept current throughout the Project to reflect all State-approved changes and the most current information.

The Master Project Work Plan shall include the following:

- (1) Work Breakdown Structure. The work breakdown structure detailing each phase of the Project will be created accounting for all tasks, deliverables, and individual milestones to be achieved.
- (2) Timetables. The Master Project Work Plan must provide adequate time for the State to review, provide feedback, and approve all deliverables, revisions, or corrections as defined in Contract Section A.12. A timetable shall be developed for each task, including estimated start and completion dates; actual start and completion dates; estimated and actual task hours; and completion percentage for all in-process tasks. The dates in the Master Project Work Plan must be mutually agreed upon between the State and the Contractor, with the State having final authority for approval.
- (3) Resource Loading. The Contractor's project work plan shall include the assignment of project resources, both Contractor and State staff, for all project tasks. The Contractor shall ensure that the schedules of the Project consulting staff are designed to guarantee timely completion of all deliverables. A summary of Contractor and State employee hours by phase is also required.
- (4) Critical Path. A critical path with parallel and dependent Project tasks.
- (5) Baseline. A baseline of the Project Schedule with variances.

A.9. Implementation Plan. The Contractor shall create an Implementation Plan to successfully implement the new UI Benefits System on a hosted infrastructure in eighteen (18) to twenty-four (24) months or less. The Plan shall include all quality assurance activities and provide a minimum of twelve (12) weeks for the Integration Test Phase. It shall also include a period of two (2) weeks after implementation of the system for limited use by a select group of users prior to rolling it out to users across the state. The Implementation Plan will be created early in the process with subsequent changes over the duration of the project requiring State review and approval. However, in no case shall the proposer exceed the mandatory implementation date as defined in Section E.29.i.

A.10. Project Risks and Mitigation Plan. The Contractor shall prepare a Project Risks and Mitigation plan that identifies any potential risks that could impact the ability to meet milestone dates in the Master Project Work Plan. The Contractor also shall provide a Risk Matrix and a Mitigation Plan that documents procedures for handling potential and actual problems, including plans for dealing with slippage of critical dates.

A.11. Quality Assurance Activities. The Contractor shall show adequate time in their proposed project plan documents submitted with their proposal, to ensure the system



is thoroughly tested and meets all of the performance criteria required as well as quality reviews of each system component and Project deliverable in the phase, including those listed in Contract Attachment E, and shall submit the results of each review to the State for evaluation and approval. The submission shall consist of storing the results of the review, as well as each phase deliverable, in the Project Documentation Repository described in Section A.6, and providing notification of such storage to the State by email to the State Project Manager at:

Linda.Davis@tn.gov

The State shall acknowledge such notice when received. The State shall submit its approval or an indication of reasons why the deliverable cannot be approved in writing to the Contractor. After the State has approved all deliverables in a phase, a Certification of Phase Completion will be provided to the Contractor allowing request for payment to be submitted. These acknowledgements and notices of approval or reasons why deliverables cannot be approved shall be delivered by email to the Contractor at:

ptoomey@geosolinc.com

Upon receipt of State approval for all deliverables associated with a Phase, the Contractor shall send the State a copy of the Certification of Phase Completion along with an invoice for the amount indicated in Section C.3 for that Phase.

A.12. State Quality Assurance Review. The Contractor shall submit all deliverables to the State for review and approval and shall allow a minimum of:

- 1) ten (10) business days following date the State acknowledges receipt of a deliverable, or
- 2) fifteen (15) business days for deliverables that are; functional, reports, notices, correspondence, interfaces, and technical design specifications; master project work plan; system implementation plan; data conversion mapping and migration requirements; user and operation manuals; and any deliverables which provide functionality for the System, or
- 3) thirty (30) business days for deliverables that provide new System functionality.

Deliverables may be submitted to the State throughout a phase and not held until the end to facilitate a smooth and timely review process. The Contractor will need to ensure that any change to a deliverable after approval by the State would require a subsequent review and approval prior to the certification of completion of that phase. The Contractor will assist the State in their review of each of the project deliverables by responding to questions and if needed, proof of the results of those activities.

A.13. Project Quality Objectives and Metrics. The Contractor shall describe the Project quality metrics needed to assess progress. The Contractor shall perform quality control on all work including inspecting and evaluating all deliverables, both documents and software, before submitting them for State Quality Assurance review. Quality assurance shall assure that documents are complete, accurate, and detailed sufficiently for their intended use. The Contractor shall ensure all components of the Project function in accordance with the requirements and the design specifications.

A.14. State Contract Manager. The State will provide a Contract Manager responsible for ensuring that the Project is in compliance with all aspects of the Contract and that it satisfies all of the State's requirements. Other State personnel may be substituted, added, or removed from the project at the discretion of the State.



- A.15. Communication Plan. The Contractor shall work with the State on a Communication Plan that defines all of the information and communication required by the State and other stakeholders, including identification of individuals needing access to specific Project information, when updates are expected, and how the information will be disseminated. It shall also include methods for feedback and responses from both State and Contractor staff. The Contractor shall notify the State of any changes to the plan and ensure that those revisions have been included in the next plan update.
- A.16. Project Resource Team Plan. The Contractor shall provide a project resource team plan that identifies the organizational structure, roles, tasks, and phases to which Contractor and State staff are to be assigned throughout the Project. This plan must be consistent with the Contract and the Contractor's proposed approach.
- A.17. Contractor Project Team. The Contractor shall staff the Project team appropriately to assure it can meet the contract requirements in an efficient, effective, and timely manner. This will require dedicated, highly-skilled project staff with the necessary expertise to perform or administer the activities.

At a minimum, the State requires the Contractor to supply the following Core Team personnel. The Contractor may utilize one person to perform one or more roles, as approved by the State.

(1) One (1) Project Manager

The project manager must have a minimum of five (5) years of experience within the last seven (7) years in this job class. The Contractor Project Manager shall have primary responsibility for coordinating the overall project tasks, including project planning, scheduling, staffing, and change management. The Contractor Project Manager shall have daily interaction with the State Project Manager and shall also attend formal meetings with other State groups, as determined necessary by the State Project Manager during the course of the project.

(2) One (1) Lead Business Analyst

The business analyst must have a minimum of five (5) years of experience within the last seven (7) years in this job class. The Business Analysts shall be responsible for facilitating sessions with the State to validate and reengineer functional requirements including all necessary business rules, develop the business process model, and the conceptual data model. The business analyst shall also assist with testing, and quality assurance activities, data conversion, implementation, and ongoing maintenance of the system.

(3) One (1) Database Administrator (DBA)

The DBA shall have a minimum of five (5) years of experience within the last seven (7) years in this job class. Responsibilities shall include: relational data modeling and table normalization; database administration; software performance analysis and tuning; mapping and tracing data from system to system; application architecture development; and application development DBA support.

(4) Two (2) Programmer/Analysts

The programmer/analysts must have a minimum of five (5) years of experience within the last seven (7) years in this job class with extensive experience in the language and toolsets in which the system is written. Responsibilities include: translate design specifications into application code; test; debug; refine code and enhance software to produce the desired result; prepare detailed documentation.



(5) One (1) Test/QA Manager

The Test/QA Manager must have a minimum of three (3) years of current experience within the last five (5) years in this job class. The Test/QA Manager shall be responsible for leading comprehensive software testing and quality assurance associated with a systems development initiative. This manager will manage Contractor staff in the development of test scripts, test plans, expected results tables, and system problem documentation and resolution for unit, system, and integration testing of the system.

(6) One (1) System Analyst.

The System Analysts shall have a minimum of five (5) years of experience within the last seven (7) years in this job class. Responsibilities shall include: analyze functional business processes to create design specifications for development; research problems, plan solutions, coordinate development by providing specifications that meet all of the system technical and functional requirements.

(7) One (1) Operations Manager.

The Operations Manager shall have a minimum of five (5) years of experience within the last seven (7) years in this job class. The Operations Manager shall have the primary responsibility for the daily operations of the UI Benefits Project, working with State information systems staff to coordinate and monitor all aspects of production processing, recovery and back out procedures; monitor data sets, databases, and libraries to ensure adequate space allocation and data availability; monitor migrations of new or modified programs and program components across multiple test and production environments; monitor and manage response time; inform appropriate State information systems staff of the status of the system; participate in disaster recovery exercises; and provide operations support twenty-four (24) hours a day, seven (7) days per week.

(8) One (1) Network Analyst.

The Network Analyst must have a minimum of five (5) years of experience within the last seven (7) years in this job class, to include implementation of large, complex application systems development and integration projects. The Network Analyst shall have the primary responsibility for designing and implementing the network configuration necessary to support the System.

(9) One (1) Security Administrator. The Security Administrator must have a minimum of five (5) years of experience within the last seven (7) years in this job class. The Security Administrator shall have the primary responsibility for implementing all of the security aspects of the System.

The Contractor shall provide resumes with references on each of their Core Project Team members (see RFP ATTACHMENT 6.7: PERSONNEL RESUME FORMAT). The Core Team members and any subsequent substitution shall be documented in the Project Team and Organization Document and require State approval prior to acceptance. Failure to provide a replacement for any Core Project Team member with equal or greater qualifications may result in Contract termination.

A.17.a. Contractor Staff Management and Support. The Contractor shall be solely responsible for the day-to-day management of its staff and provide all of the administrative support for their activities. The Contractor must be available to work on-site, as determined necessary by the State.

A.17.b. Contractor Supplies, Equipment, Connectivity, and Location. The Contractor will provide all supplies and equipment, including office automation software, for their



staff while working on-site and will ensure workstations, laptops and other devices connected to the State's network are current with OS patches and Antivirus software.

The Contractor represents and warrants that they will not: (1) perform any of their obligations under this Contract from locations, or using employees, contractors and/or agents situated, outside the United States; or (2) directly or indirectly (including through the use of subcontractors) transmit any State data outside the United States, nor will Contractor allow any State data to be accessed by Contractor employees, contractors and/or agents from locations outside the United States.

- A.18. Status Meetings and Status Reports. The Contractor shall conduct weekly status meetings with State team leads and record minutes of each meeting. The Contractor shall provide a weekly Status Report that reflects major activities for the period. The State team lead shall use the Status Report to monitor Project activity and to detect potential problems or delays. Topics to be covered shall include:
- a listing of tasks that were completed since the last report
 - tasks that were delayed and reasons for delay
 - tasks in progress
 - planned activities for the next scheduled period
 - concerns or issues encountered, proposed and actual resolutions
 - report on Project risks with recommendations for elimination or mitigation
 - other topics that require attention
- A.19. Data Conversion Plan. The Contractor shall develop a Data Conversion Plan to convert data in a timely manner that ensures data integrity and the validity of the data is maintained throughout the analysis, design, development, integration testing, and implementation phases. The Data Conversion Plan, shall include State staff tasks to properly identify all data in legacy systems to be converted and address any data validation and cleansing efforts to ensure the data to be converted is clean and free of errors. The Data Conversion Plan shall include a strategy for converting and maintaining legacy data that meets the State requirements for data availability.
- Process for Converting Data from Legacy Systems. The Contractor shall convert data from legacy systems that are being fully or partially replaced within the scope of the Project. The Contractor shall define the data conversion process that will be used for each of these legacy systems.
 - Integration Testing Requirement. Integration testing shall be performed and results documented on this converted data, prior to Integration Testing.
- A.20. Configuration Management Plan. The Contractor shall create a Configuration Management Plan to outline procedures for version control of all deliverables and artifacts, including system configurations, documentation, executable, execution plans (including rollback) and System changes. The Contractor shall define procedures for deployment of system components with details on their method for tracking activities, artifacts, and environments related to releases that will enable the Contractor to reproduce any release at any time, including, but not limited to, object code, operating system, environments, and any supporting artifacts, files, or other resources needed for proper operation of the released system or component.
- A.21. Environments Work Plan. The Environments Work Plan will include any hosting parameters specific to all hardware, infrastructure, connectivity, communications, operating systems, and related services for the System.

The Contractor shall specify and provide the following environments:

- Design and Development Environment
- Functional and Integration Testing Environment



- iii. Training Environment
- iv. Production Environment
- v. Production Readiness Environment
- vi. Disaster Recovery Environment; and
- vii. Any additional environments, as needed

These environments will be accessible to the State throughout the Contract term, or as amended. After implementation of the System, the Contractor shall support the System for up to eight (8) years; a one-year post-implementation period, and seven (7) one-year support and maintenance periods. These stated periods will include both the software and hosting services provided by the Contractor.

The Contractor shall determine the proper hardware architecture requirements that satisfy the solution software design and an overall system needs. System response time and availability are specified in Section E.28, "Performance Standards and Liquidated Damages."

- A.22. Security Plan. The Contractor shall prepare and deliver a comprehensive written Security Plan describing how the System's application security features and the Hosting environment will satisfy all of the security requirements listed throughout this Contract and Agreements including, but not limited to, those in Sections A.1.a, A.1.b, A.22, A.49, A.52, A.53, A.63, E.6, E.24, E.29.v, the Security portions of Contract Attachment D – Technical Requirements and Contract Attachment I - Data Security and Confidentiality Agreements.

The Plan shall include all levels of security, capabilities and any limitations of capabilities, any required rules, and shall incorporate all reasonable and lawful requests and requirements of the State. The format and content of security tables shall be included, as well as the recommended starting phase for establishing security profiles. Further, the Security Plan shall demonstrate how Contractor shall:

1. Protect all information and information systems in order to ensure:
 - i. Integrity, which means guarding against improper information modification or destruction, and includes ensuring information non-repudiation and authenticity;
 - ii. Confidentiality, which means preserving authorized restrictions on access and disclosure, including means for protecting personal privacy and proprietary information; and
 - iii. Availability, which means timely/reliable access to and use of information.
2. Secure the System and the information contained therein that connects to the State network, or any network operated by the Contractor, regardless of location, on behalf of the State.
3. Adopt and implement, at a minimum, the policies, procedures, controls, and standards of the State Information Security Policies to ensure the integrity, confidentiality, and availability of information and information systems for which the Contractor is responsible under this contract or to which it may otherwise have access under this contract.
4. Conduct periodic and special vulnerability scans, and install software/hardware patches and upgrades to protect all automated information assets. The minimum requirement will be protecting from vulnerabilities identified on the SANS Top-20 Internet Security Attack Targets list (<http://www.sans.org/top20/?ref=3706#w1>).



5. Report the results of the scans described in no. 4, above, to the State on a monthly basis, with reports due 10 calendar days following the end of each reporting period. The Contractor shall ensure that all subcontractors, where applicable, comply with the above requirements.

The Contractor shall comply with applicable federal security laws that include, but are not limited to, the Federal Information Security Management Act of 2002 (Title III of the E-Government Act of 2002, Public Law 107-347) ("FISMA"), and the following Federal and HHS policies and procedures:

1. Office of Management and Budget (OMB) Circular A-130, Management of Federal Information Resources, Appendix III, Security of Federal Automation Information Resources.
2. National Institutes of Standards and Technology (NIST) Special Publication (SP) 800-18, Guide for Developing Security Plans for Information Systems, in form and content, and with any pertinent contract Statement of Work/Performance Work Statement (SOW/PWS) requirements.
3. The Plan shall identify and document appropriate IT security controls consistent with the sensitivity of the information and the requirements of Federal Information Processing Standard (FIPS) 200, Recommend Security Controls for Federal Information Systems.
4. The Contractor shall review and update the Plan in accordance with NIST SP 800-26, Security Self-Assessment Guide for Information Technology Systems and FIPS 200, on an annual basis.

A.23 Problem Resolution Plan. The Contractor shall create a Problem Resolution Plan that incorporates an automated tracking tool as a repository to track all reported problems and issues, including current status.

The Problem Resolution Plan shall demonstrate how the Contractor will meet the following performance standards:

- a. Problem Reporting and Tracking. The Contractor shall track problems from time reported or discovered to closure using a tracking tool approved by the State and report their status upon request.
- b. Problem Resolution. The Contractor shall evaluate each reported problem, estimate the time needed to resolve the problem, identify potential impacts on the System and the Project, and report immediately to the State the full impact of the problem. If the State decides to proceed with the resolution, it shall assign a relative priority to the problem. The Contractor shall then resolve the problem according to its assigned priority. Resolutions shall be verified and approved in writing by the State to be considered closed.

Critical Category 1 is defined as causing financial risk, severely impacting delivery of services, faulty data transmissions, and/or data corruption. The Contractor shall respond to the State by failover triggered immediately within thirty (30) minutes and resolve it within two (2) hours, unless mutually agreed between the Contractor and the State, bringing to bear all necessary resources.

Critical Category 2 is defined as causing minimal financial risk and minimal impact to the delivery of services. A work around to the problem exists or the function can be unavailable for a short period of time. The Contractor shall respond to the State



within thirty (30) minutes and resolve it within four (4) hours, unless mutually agreed between the Contractor and the State, bringing to bear all necessary resources.

Critical Category 3 is defined as causing low risk and no impact to delivery of services. There is a workaround to the problem or the function can be unavailable for an extended period of time. The Contractor shall respond to the State within thirty (30) minutes and resolve it within two (2) days, unless mutually agreed between the Contractor and the State, bringing to bear all necessary resources.

Non-critical Problems are all problems not identified in Critical Category 1, 2, or 3. The Contractor shall respond to the State within one (1) calendar day with a plan to resolve a non-critical problem, typically within one (1) week following the date the Contractor is notified of the problem, unless mutually agreed between the Contractor and the State. If the Contractor finds it cannot resolve a specific problem within an agreed upon time frame, it shall provide justification for the delay and propose a new resolution date.

- A.24. Backup and Recovery Plan. The Contractor shall create a Backup and Recovery Plan that supports multiple environments, failover environments and Disaster Recovery. In order to prevent loss of data, the Contractor shall develop and implement backup and recovery procedures, including procedures for the periodic copying of data to other media at least daily and the process for restoring data, beginning the restore within one (1) hour, to its original or prior form. The Contractor shall perform tests to validate the backup and recovery procedures. The Contractor shall include a provision in the Plan for off-site storage of Project application and data. The Contractor shall participate in the disaster recovery tests requested by the State during the System Implementation, Post-Implementation, and Maintenance and Support Years. The Contractor shall keep this plan current with any changes, approved in writing by the State, throughout the Project.
- A.25 Contingency Plan. The Contractor will work with State staff in developing a State approved Contingency Plan to be maintained for emergency response, operations, backup, and post-disaster recovery for the Project, to facilitate the continuity of operations in an emergency situation and to ensure the availability of critical resources. The Contractor shall be responsible for updating this plan to keep it current with all upgrades and system enhancements that are made throughout the life of the project including during any of the maintenance and support years or other extensions in the form of amendments to this contract.
- A.26. Change Management Plan. The Contractor shall create a Change Management Plan that conforms to the State requirement for effective change management procedures and that utilizes a State-approved change management repository to track Change Orders. The plan shall establish a change management process to control changes in scope, business, and technical requirements, and other Project deliverables and to ensure that these changes are systematically documented, assessed for need, impact, and appropriateness, and presented for review and approval by the State.
- A.26.a. Change Management Process. The State and the Contractor shall work together in managing changes to work products and project deliverables. The Contractor shall track the status of in-progress change requests and report to the State upon request.

Change Requests shall be administered using a three-step assessment and approval process. The first step is to determine the effort required to assess the



request. Then, if approved to continue, the second step determines the impact (if any) of the requested change on the schedule and the previously approved design and functionality. The third step determines the effort required to implement the request. The State shall approve all changes before they are considered accepted.

A.26.b. Change Orders. The State may, at its sole discretion and with written notice to the Contractor, request changes in the scope of services that are necessary but were inadvertently unspecified in the scope of services of this Contract.

(1) Change Order Proposal. The Contractor will provide a written proposal for completing the service which will specify the:

- i. effect, if any, of implementing the requested change(s) on all other services required under this Contract
- ii. specific effort involved in completing the change(s)
- iii. expected schedule for completing the change(s)
- iv. maximum number of person hours required for the change(s)
- v. maximum cost for the change(s)— this maximum cost shall in no instance exceed the product of the person hours required multiplied by the appropriate payment rate proposed for such work

The Contractor shall not perform any change order service until the State has approved the change order proposal. If approved, the State will sign the change order proposal, and it shall constitute a Memorandum of Understanding (MOU) between the Contract Parties pertaining to the specified change(s) and shall be incorporated, hereby, as a part of this Contract.

(2) Subsequent to State approval of a Change Order Proposal, the Contractor shall complete the required change order services. The State will be the sole judge of the acceptable completion of change order work and, upon such determination, shall provide the Contractor written approval of the work.

(3) The State will compensate the Contractor only for acceptable work. Acceptable work performed pursuant to an approved Change Order Proposal, shall be paid in accordance with and further limited by Section C.3.c., PROVIDED THAT, 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 Change Order Proposal 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.

A.27. Test Management Plan. The Contractor shall provide a Test Management Plan that addresses all testing efforts for the entire Project that is input to the development of test plans for the testing levels; functional, system and user acceptance, integration (see Section A.64 and all subsections). The plan shall address things such as objectives and approach, personnel resources and any hardware, software or testing tools needed, test level, source/management of test data, test validation procedures; interface testing; and any QA metrics.

This Test Management Plan shall, at a minimum, provide the State the opportunity to participate in the testing and to require that the results of the test meet thresholds set



by the State before the testing will be considered complete. The Test Management Plan shall also provide a mechanism for the Contractor to perform modifications to the System and retest the results to meet or exceed the thresholds set by the State.

- A.27.a. Functional Test Plan. The Contractor shall create a Functional Test Plan to reflect both a successful conclusion of each option and the criteria that constitutes a failure of every condition within the module code. The Contractor shall keep the Functional Test Plan current with any changes, approved in writing by the State, throughout the Project. Before the Functional Test Plan can be considered approved, the State must provide approval for each condition and conclusion defined by the Contractor.

The results of the functional tests shall be available for State inspection at any time in the Project Documentation Repository. See Contract Section A.6.

- A.27.b. System Test Plan. The Contractor shall create a System Test Plan that contains test conditions and test data for system and user acceptance testing. This test plan shall clearly set forth how the system test is designed to fully test system functions and features. The plan shall identify the inputs to the test, steps in the testing process, and the expected results. The plan shall provide detailed descriptions of the test environment, regression testing and other test methods, workflows, and training that will be required.

Before the System Test Plan can be considered approved by the State, the test plan must be properly designed to fully test all functions and features of the System, with the expected results accurately reflected based on a successful test of the System. The Contractor shall address, subject to the approval of the State, how converted legacy data and data generated by the new design shall be used in both the system and user acceptance testing. All test cases shall be traced to specific requirements and specifications, and each requirement and specification shall be mapped to one or more identified test cases.

At the request of the State, the Contractor must be prepared to replicate any or all System tests using the State's testing environment hosted by the Contractor. The Contractor must be prepared to provide the State with the test scenarios and data the Contractor used during its own Systems Tests. In addition, the results of the System tests shall be available for inspection by the State at any time in the Project Documentation Repository. See Contract Section A.6.

- A.27.c. Integration Test Plan. The Contractor shall create an Integration Test Plan that includes a description of the Contractor's role in leading and supporting the State in Integration Testing. The State shall perform the Integration Test which will be done on business rules, configurations, external interfaces and legacy data converted for testing.

The Contractor shall develop Detailed Test Case Scenarios for Integration Testing to provide State testers with clear, user-friendly instructions and expected results. The State shall use these test cases as part of all Integration Testing. Scenarios or test cases shall be traced to specific requirements and design specifications, and shall be mapped to one or more identified scenarios or test cases.

The Integration Test Plan shall include multiple daily business cycles, as well as testing of weekly, monthly, quarterly, annual, and on-demand processes. The Contractor shall test all interfaces to external systems in conjunction with State staff and will ensure compliance with all of the Federal and State interface requirements.



The Integration Test Plan and training documents must be reviewed and approved by the State before training classes with the Integration Test Team are scheduled.

- A.28. Organizational Change Management Plan. The Contractor will work with State staff in developing a methodology to successfully transition state staff to the new benefits system. As a part of the plan, the Contractor shall identify risks and anticipated points of resistance, and develop strategies to mitigate and address those concerns, identify all areas of potential change across all the established functional areas, and collaborate with the State project team to integrate the Organizational Change Management activities into the overall project plan and in user training.
- A.29. Training Plan. The Contractor working closely with the State will develop a proposed comprehensive Training Plan to continuously improve the training process and confirm readiness of State staff to effectively use the system. Training shall be role-based, modular and scalable with train-the-trainer sessions held by the Contractor. Multiple methods of training are desired, including web-based (webinar) training, classroom training, and computer-based training (CBT).
- a. The Contractor is responsible for developing training materials for presentation and delivery to training participants. All training materials and curricula shall be approved by the State prior to distribution and training sessions.
 - b. The Contractor will coordinate with the State on a training schedule that provides adequate time for train-the-trainer staff to train remaining staff members prior to the implementation of that portion of the System. The State is responsible for identifying training locations and providing training facilities for training conducted by the Contractor for its business users.

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Analysis Phase

- A.30. Project Kick-off Meeting. The Contractor shall attend a Project “Kick-Off” Meeting with representatives of the State to commence the Project. This meeting shall focus specifically on the responsibilities of the Contractor and their interactions with the State staff and shall include a review of the Contractor’s Master Project Work Plan. Presentation materials and handouts may also be developed and presented by the Contractor at the initial Project Kick-off Meeting.
- A.31. Perform Data Analysis of Legacy Systems Data. The Contractor shall perform data analysis of legacy system data that will be converted to the Project’s database(s) and provide feedback to the State on any discrepancies or data issues. The Contractor will work closely with State staff to properly identify all data sources, and begin the Data Conversion efforts defined in the Data Conversion Plan in Section A.19.
- A.32. Requirements Review and Validation. The Contractor shall facilitate sessions with State business SMEs to validate, refine and document the functional requirements and, as defined in Contract Attachments A and B. The Contractor shall compile a summary of the results of each review session with potential issues and proposed solutions documented by the Contractor and submitted to the State project team for review and approval by the State.
- A.33. Business Process Re-engineering. The Contractor shall facilitate design sessions with the State and make recommendations for process improvements to correspond with best business practices and that incorporate external data sharing requirements to which the State must adhere (i.e., Job Services, SIDES compliance, Earnings and Wage Verification, TOP requirements, New Hires, etc.). Functional requirements must also be updated to reflect any business process re-engineering changes approved by the State.
- A.34. Requirements Traceability Matrix. The Contractor shall create a traceability matrix that will be used to trace each requirement and deliverable to design components, test cases, database tables, code models, etc. This matrix will provide a roadmap from the lowest level data elements associated with each function or process to the many places where they are used. This allows the Contractor and the State to easily pinpoint the potential effects of requirement changes on other aspects of the system.
- The Contractor shall notify the State when changes affecting the matrix are needed so that the State can work collaboratively with the Contractor to understand the full impact of each change and mitigate any issues before modifications to the delivered system are considered for approval by the State.
- A.35. Submit Analysis Phase Deliverables. The Contractor shall submit the deliverables required for the Analysis Phase as defined in this Contract and summarized in Contract Attachment E, to the State for review and approval at the end of the phase. In addition to the minimum project tasks and deliverables defined for the Contractor by the State, the Contractor shall be responsible for performing project tasks and completing additional project deliverables for the Analysis Phase as defined by the Contractor in the Master Project Work Plan and those determined necessary by the State during the performance of the Project. Upon State approval of all Analysis Phase deliverables, the Contractor will be issued a Certification of Phase Completion to submit along with their invoice, as described in Section A.11.



Design Phase

- A.36. Design Definition. The Contractor will work closely with State staff to fully review and define each step of the project along with the staffing requirements and any software tools to be utilized in the Project. Requirements will be reviewed, refined, validated and documented by the Contractor with business process changes suggested by the Contractor for review and approval by the State. The Contractor will ensure their system design meets all State requirements and provides an integrated, streamlined solution. The Contractor will clearly describe any modifications and expansions that are required to the system design to conform to the unique requirements of the State that should be consistent with the Contractor's response contained in their proposal.
- A.37. System Requirements Definition. The Contractor shall facilitate sessions with State business SMEs to validate, refine and document each of the functional requirements, as defined in Contract Attachments A-B. A summary of the review sessions and any potential issues will be documented by the Contractor and reviewed in detail with the State project team.
- A.37.a. Correspondence Requirements. The Contractor shall perform a detailed analysis of correspondence requirements and the data elements that are needed in the creation of all notices and alerts which must be incorporated as part of the delivered system. Frequent changes in Federal and State mandates present an even greater need to quickly create and modify correspondence for employers and claimants.
- A.37.b. Reporting, Ad Hoc, and Business Intelligence (BI) Requirements. The Contractor shall perform a detailed analysis of State and Federal reporting requirements and the data elements needed to support their creation. The Contractor is also responsible for the delivery of timely and accurate Federal and State reporting. The System must provide the ability for State staff to create ad hoc queries to run as needed and share with other users and to create sophisticated drill-down business intelligence reports, as specified in Contract Attachment D. The Contractor must also provide all of the reporting developed for other State projects including those developed as a result of other modernized UI Benefit efforts.

The Contractor shall assist the State in the development of ad-hoc reports that are not included in standard management reports provided with the software. This responsibility covers the life of the Contract and any extension(s) to the Contract at no additional charge to the State.

The Contractor shall ensure all reports submitted by the Contractor to the State shall meet the following standards:

- a. The Contractor shall verify the accuracy and completeness of data and other information in reports submitted.
- b. The Contractor shall ensure delivery of reports or other required data on or before scheduled due dates.
- c. Reports or other required data shall conform to State defined written standards.
- d. All required information shall be fully disclosed in a manner that is responsive and with no material omission.
- e. Each report shall be accompanied by a brief narrative that describes the content of the report and highlights relevant findings of the report.
- f. As applicable, the Contractor shall analyze the reports for any early patterns of change, identified trend, or significant issue(s) and shall submit a written summary with the report including such analysis and interpretation of findings. At



a minimum, such analysis shall include the identification of change(s), the potential reasons for change(s), and the proposed action(s).

- g. The Contractor shall notify the State regarding any significant changes in its ability to collect information relative to required data or reports.

A.38. Conduct System Overview. The Contractor shall present an overview to the State of the System Specifications and requirements models. The purpose of this overview is to communicate system concepts and to validate that the design meets the State's requirement. The Contractor shall prepare presentation materials, handouts, screen shots, etc., that demonstrate the workflow and functional components of the Project. After the overview is presented to the State, requirements and supporting documents will be updated to reflect changes agreed upon by the State and the Contractor.

A.39. System Performance and Capacity Analysis. The Contractor will perform a capacity analysis to determine the capacity requirements (disk space, memory, etc.) and communication requirements (bandwidth, lines, etc.) are sufficient to support the successful operation of the System. The Contractor shall document this analysis as a way of providing justification of selection and utilization of computers and services (applications, communications, databases, gateways, firewalling, etc.) that provide a scalable solution that meets the State's performance objectives. The Contractor shall provide the planning and coordination for the network to achieve acceptable performance standards and ensure System performance continues to meet required performance criteria. The State-approved capacity measures will become the minimum environment requirements for the System. See Performance Standards and Damages in Contract Section E.28 for non-compliance procedures.

A.39.a. System Availability. Following the statewide implementation, the System availability shall be at 99.9% availability in any given period, excluding unavailability due to:

- (i) regularly scheduled downtime;
- (ii) any of the State's acts or omissions; or
- (iii) loss of State Internet connectivity

Scheduled downtime must be approved in writing in advance by the State.

A.39.b. System Response Time. The average System response time must be within two (2) seconds or less for online and web applications. This requires continual monitoring to measure acceptable system performance. Response time measurement is the time between a request being sent and the data being displayed to the user.

A.40. Ongoing Capacity Evaluation. Capacity and availability requirements are expressed through SLAs with samples of operational statistics for each function being replaced or partially replaced by the System, see Contract Attachment G. The Contractor shall estimate future capacity requirements based on the stats provided minus projected reduction in those levels due to efficiencies introduced by the solution. Based on this exercise, the Contractor shall estimate processor size and speed, input/output rates (I/O per second), communications (lines, terminals, printers, minimum bit rate, packet loss, latency, etc.), memory, storage, devices required, etc.

The Contractor shall evaluate system performance for presentation to the State and plan a strategy for review points and capacity evaluation to address performance issues on sites utilizing state interface connections.



- A.41. State Requests to Conduct Independent Capacity Simulation Models. The State may request independent capacity simulation testing and the Contractor will provide all necessary support for that process by supplying information and tools sufficient to support system Benchmark Testing and Capacity Evaluations.

The evaluations will determine the growth and reliability of the System and produce capacity projections for the System. The benchmark test shall also address stress tests at each level of technology employed by the System. The capacity simulation and benchmark results and projections shall be submitted to the State for review and if necessary, reflect the changes that are needed to correct any deficiencies.

- A.42. Case Workflow and Procedures Document. The Contractor shall supply a Case Workflow and Procedures document that identifies changes in the way day-to-day business is conducted by the State. A key component of the analysis process is the identification of changes for each group of users of the System. This document shall include a complete description of operations and workflow under the System. A business case activity diagram to graphically depict all business entities, workflow, roles, and responsibilities shall be produced for the Project. In addition, class and interaction diagrams should be prepared to document relationships and collaboration among users and entities. The workflow and procedural specifications shall become a principal source of input to the process of developing training and change readiness programs for new users.

- A.43. Conduct Presentation of Workflow. The Contractor shall conduct a review of the workflow and procedural specifications to enhance State understanding and to facilitate the approval process. The Contractor shall provide presentation materials and handouts for the review session and written feedback of the session outcome.

- A.44. Schedule for System Development Phase. The Contractor shall deliver to the State a proposed schedule for the Development Phase, providing scheduled checkpoints for Contractor and State to meet and confer regarding the Contractor's estimate of the progress that has been made on the project. The schedule shall include the recommended content, subject to State approval, for review during each checkpoint. The State shall approve the Schedule before the Development Phase begins.

- A.45. Independent Verification and Validation (IV & V). At its sole discretion, the State may retain the services of an outside vendor to conduct an Independent Verification and Validation (IV&V) review to analyze the Contractor's products and methodologies, progress, and to ensure contract requirements and sound system architecture practices are used to meet State objectives provided that the outside vendor does not engage in the same or similar business as Contractor, is not a competitor to Contractor, and shall execute a confidentiality agreement that prohibits the vendor from disclosing and using Contractor's confidential information in any manner whatsoever except to perform the independent verification and validation. The Contractor shall participate in, and actively support, a collaborative evaluation by the IV&V vendor.

- A.46. Submit Design Phase Deliverables. The Contractor shall submit the deliverables required for the Design Phase as defined in this Contract and summarized in Contract Attachment E, to the State for review and approval at the end of the phase. In addition to the minimum project tasks and deliverables defined for the Contractor by the State, the Contractor shall be responsible for performing project tasks and completing additional project deliverables for the Design Phase, as defined by the Contractor in the Master Project Work Plan and those determined necessary by the



State during the performance of the Project. Upon State approval of all Design Phase deliverables, the Contractor will be issued a Certification of Phase Completion to submit along with their invoice, as described in Section A.11.

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Development Phase

- A.47. Development of the Project. The Contractor, working closely with State staff, will establish all of the parameters that affect how the system performs and the information to be gathered and processed, from initial entry into the system until final determination and eventual archival. This is the most critical step in the process as functionality in the delivered system is setup to match the requirements of the State. Any gaps are identified during this phase and addressed thereby providing a solution that is streamlined, efficient, and most importantly, easy to modify and maintain.

The Contractor will provide system configuration documents that solicit the specific decisions that affect how the system will work, gather information, and process it based on business rules that are associated with unique functionality of the system. The Contractor will modify screen designs, generate new screens, create reports, correspondence and notices, and demonstrate to the State how functionality is enabled based on the configuration parameters chosen. State staff will review and validate their choices are working properly based on the effect on inputs, outputs, edits, functions, and other processes. Help screens, interfaces, and any interactions by the State with employers and claimants will be reviewed and modified as needed.

The Contractor will provide requirements traceability to object models, data models, data flow diagrams, data dictionaries, navigation techniques, screen layouts, report layouts, correspondence layouts, notice layouts, forms, and messaging formats.

The models shall reflect real-time, on-line integration with external entities, batch-processing where real-time, on-line integration is not an option, physical data model, data dictionary, technical infrastructure model, and a case workflow document.

- A.48. Physical Data Model. The Contractor will develop a relational data model reflecting business process re-engineering, the use of common and reusable components, and integration of all business functions. The Contractor shall ensure that data integrity is enforced through table relationships and accurately reflect the requirements of the State. The Contractor shall provide the following documentation for this physical data model: definitions of data requirement; file structures, organization, access, and processing limitations; standard patterns for report formats and screen displays, including screen paths; logical entity relationship diagram (logical data model) and physical database diagram (data model) with trigger and stored procedure usage. The Contractor shall determine the space requirements for the Project database(s).

- A.49. Interface Design Specifications. The Contractor shall work with the State and other external entities to standardize interfaces with external systems and facilitate seamless integration with other systems, where possible. The Contractor shall develop detailed Interface Design Specifications for all interfaces with the Project including, but not limited to, those defined in Contract Attachment F. For each Project interface, the Contractor shall identify interface files, processing limitations, and define the operating environment, including architecture of the system and error control procedures. The Contractor shall ensure that the Project will integrate successfully all interface functionality. The Contractor is responsible for the design and development of interfaces including security and encryption of the data.

- A.50. Presentation of Interfaces. The Contractor shall conduct a review of the interface design specifications. The Contractor shall develop presentation materials and



handouts for this review session. The Contractor shall provide written feedback on the results of this session.

- A.51. Design Specifications for Reports, Notices, and Correspondence. The Contractor shall develop design specifications and layouts for reports, notices, and correspondence. The Contractor shall review reports, notices, and correspondence in the State's documentation library during the development of the design specifications and layouts for reports, notices, and correspondence.
- A.52. Security Specifications. The Contractor shall document system security and access constraints, requirements, and procedures, as defined in the Security Plan. The Contractor shall develop security design specifications and shall detail how role-based security features shall be implemented in the Project, including what products shall be used. Proposed levels of security, limitations of capabilities, and required protocols shall be provided. The format and content of role-based security tables shall be included, as well as the recommended starting point for establishing security profiles.
- A.53. Data Protection and Privacy Compliance Overview. The Contractor shall document how system security and access restraints comply with applicable federal and State laws, regulations, standards, and policies pertaining to the management and protection of information resources including, without limitation, such laws, regulations, standards, and policies pertaining to the protection of data assets that constitute personal information of individuals. The Contractor shall maintain an updated version of the Overview at all times, and shall immediately make it available to the State upon request during business hours.
- A.54. Functional Components Overview. The Contractor will facilitate State quality review sessions for each of the functional components of the System, including, but not limited to, technical topics such as database design and workflow. The Contractor shall provide written feedback of the results of the review sessions.
- A.55. System Components Overview. The Contractor shall present an Overview of the System design to State staff, including representatives in various user categories (e.g. selected central office staff, local office staff, etc.) to validate design documentation. The Contractor shall develop any presentation materials and handouts and provide written feedback of the results of the System Overview sessions.
- A.56. System Design Documentation. After an overview is presented to the State, the requirements and the supporting design documents will be updated to reflect feedback from the System Overview sessions.
- A.57. Capacity Analysis and Requirements. The Contractor shall develop capacity requirements and make recommendations to the State as defined in the Capacity Analysis and Evaluation Plan. During System installation, the Contractor shall evaluate performance factors including, but not limited to, transaction volumes, response times, CPU utilization, memory utilization, and input/output activity.
- A.58. Legacy System Data Mapping to Project Database(s). The Contractor shall work with the IT staff at the State to map data fields from each legacy system to the Project's database(s), in preparation for the data conversion process. The Contractor shall provide data conversion rules to the State. The Contractor shall



document data migration requirements and submit these requirements to the state for review and approval.

- A.59. Progress Meetings. During all Phases of the project the Contractor and the State will meet to review progress, pursuant to Section A.18. The State and the Contractor will work together to identify and resolve any issues with meeting the project schedule and to establish a plan of action. If the Contractor is unable to provide the necessary services in a timely manner, the Contractor may be subject to liability for Liquidated Damages, pursuant to Section E.28.

If it is determined that the solution proposed by the Contractor is not a good fit for the State after exhausting all mutually agreeable efforts to resolve the deficiencies of the System, this Contract may be terminated per the provisions described under the Termination for Cause provisions in Section D.4. In that event, there will be a period of time during which the State will seek a viable replacement for the System and the Contractor will be required to support that transition either to the State, or to another Hosting infrastructure. The timing of that transition will be dependent on the time needed to secure a viable replacement and to implement that solution.

- A.60. Generate Database(s). The Contractor shall deliver to the State all data definition language (DDL) statements in the form of database schemas required to generate copies of the Project database(s) according to specifications defined in the physical data model. The Contractor shall ensure the database schemas are updated to the latest version approved by the State.

The Contractor shall provide, at the option of the State, the ability to download any State data, to a location specified by the State, on an “as needed” or “regular” basis.

- A.61. Construct Interfaces. The Contractor will construct each interface including, but not limited to, those listed in Contract Attachment F, and shall integrate with the interface software, where appropriate through Enterprise Application Integration (EAI). The Contractor will not be required to modify legacy system software to accommodate EAI however, if coding is required within a middleware product to interface/integrate with it successfully, it shall be the Contractor’s responsibility to create that code so that the system interfaces properly.

- A.62. Perform Testing of Interfaces. The Contractor will perform testing of all interfaces, in accordance with the State approved Test Plans and will require the interaction and involvement of State IT and UI benefits personnel responsible for each interface.

- A.63. Establish Security Profiles. The Contractor shall construct the Security components of the Project, in accord with the Security Plan set forth in Section A.22. The Contractor shall ensure that each user’s role is based on the business functions they are required to perform. The State security administrators shall enter these values into the application security tables for System testing team members and other specified State staff in preparation for system testing.

- A.64. Perform Functional, System, and User Acceptance Testing. The Contractor shall perform all functional, system, and user acceptance testing of the System, in accordance with the Functional, System and Test Plans. The Contractor shall test all functionality, reports, correspondence, notices, and interfaces, including integration of State claim/call centers with the IVR functionality.



The State will perform user acceptance testing for each business process depicted in the Business Process Diagrams in Contract Attachment B. This functional level user acceptance test will demonstrate all of the requirements are met for each component per functional grouping traceable from test cases and scenarios back through code, design, and requirements. User acceptance testing by functional grouping during the Development Phase does not constitute acceptance of the total system as defined in the Integration Test Phase.

During and subsequent to programming, the Contractor shall conduct a thorough test of all program subsystems. This will ensure the System is ready and available for Integration Testing and that the Contractor is confident the System is fully functional and that it will perform as expected. At a minimum, the Contractor shall perform:

- A.64.a. Functional Testing. The Contractor shall perform a functional test of all software developed or provided for use as part of the Project. Documentation of the inputs, outputs, problems identified, and corrections made shall be required, in the form of a functional test results document and in accordance with the State-approved methodology for functional testing. Functional testing shall be performed by the Contractor on each module/program of the Project. Individual sets of test data and test plans shall be created by the Contractor to completely test internal conditions of the module/program. Successful functional testing occurs when the module's test plan is completed without failure.
- A.64.b. System Testing. The Contractor shall fully test all software to ensure that it meets the Project requirements and to demonstrate the functionality and performance characteristics before the start of user acceptance testing. The system tests shall actively use all of the functions, test all interfaces, process all types of input, and produce all reports, correspondence, and notices for the State. The Contractor shall include specific types of cases and transactions in the test, as specified by the State.

The Contractor shall be responsible for all aspects of the system testing.

In preparation for system testing, at a minimum, the Contractor shall:

- (1) Create the appropriate test environment(s);
- (2) Install the System in the test environment;
- (3) Install and configure any automated testing tools/packages; and
- (4) Ensure that sufficient test data is located in the test environment.

- A.64.c. User Acceptance Testing. User acceptance testing shall be performed by the State SME's on each sequence of related or dependent modules and on converted data from existing legacy systems during the Development Phase of the Project. Any sequence of modules which will be run concurrently or consecutively (module called subroutines or additional modules) to produce an output or a result will require user acceptance testing. Full sets of test data and user acceptance test plans will be produced by the Contractor to completely test all conditions within the sequence.

State staff shall actively participate by giving input and feedback before and during testing however, the Contractor is responsible for management of all test activities.

- A.65. Provide Date Override Capability. The Contractor shall develop and maintain a mechanism for overriding any default machine or operating system date enabling State testers to test system cycles by moving through time.



A.66. System Test Results Review. The Contractor shall prepare a System test result document. The System test results document shall include all information necessary for the State to validate that the test has been successfully executed in accordance with the approved Test Management Plan.

The State shall conduct a review of the test results, and may perform their own reviews as desired. Such reviews may include attempts to replicate test results reported by the Contractor, or performance of additional tests to verify functionality claims made by the Contractor. The Contractor shall conduct a review of the testing process and the test results to enhance State understanding and to facilitate the approval process.

A.67. Complete Legacy System Data Mapping to Project Database(s). The Contractor, working with State IT staff, shall complete mapping of data fields from each legacy system being completely or partially replaced to the Project database(s), in preparation for data conversion process.

A.68. Develop Scripts to Convert Legacy System Data to Project Database(s). The Contractor shall develop scripts to convert the legacy system data to the Project test database(s).

A.69. Perform Testing of Data Conversion. The Contractor shall perform functional, system, and user acceptance testing to ensure all data was successfully converted and the system functions as expected after legacy data was placed into the system.

A.70. Correct Problems Reported. The Contractor shall correct all problems reported during the Development Phase in accordance with the Problem Resolution Plan.

A.71. Evaluate System Performance. The Contractor shall perform a capacity evaluation, as defined in the Capacity Analysis and Evaluation Plan, and make recommendation to the State as necessary. The Contractor shall provide written affirmation and validate that the State production environment will support the Project in a full production capacity and meet all performance standards.

A.72. System Documentation. The Contractor shall provide documentation of the system architecture that corresponds to the software/hardware platforms in each of the production and test environments in such a way as to allow the State to configure and replicate said architecture and environments in their own, or another hosting vendor's site. This is required in order to ensure that the State has the flexibility to accommodate changes in legislation regarding data security, funding sources, and the achievement of the required performance measures.

A.73. Operations Manual. The Contractor shall develop an Operations Manual, which features clear organization of content, easy to understand language, useful graphic presentations, and a thorough index and glossary. The Operations Manual shall provide State staff the knowledge to efficiently operate and update the System independent of the Contractor hosting services and ensure compliance of all State laws and regulations regarding system operations and support. The Operations Manual shall address the view of the System required by technical users. It shall provide an understanding of the application, database design and file structures, relationships between programs, security, troubleshooting, special constraints, procedures for data recovery, and other operational guidelines.



The Operations Manual shall cover all aspects of the technical operation of the System with configurability, process logic, and business rules used to control the process identified. It shall also include, but not limited to, the following topics:

- a. application and database design and architecture;
- b. application structure and module/sub-module/program/subroutine relationships;
- c. application start-up/shut-down procedures;
- d. application backup, recovery, and restart procedures;
- e. data dictionary structure and maintenance procedures;
- f. database logical and physical organization, and maintenance procedures;
- g. application security features;
- h. audit and testing procedures;
- i. system data input, error checking/correction, and data validation procedures;
- j. user help procedures and features;
- k. system troubleshooting and system tuning procedures and features;
- l. system administration functions, such as code and copy file management;
- m. system interface processing;
- n. on-line/batch processing procedures;
- o. menu structures, chaining, and system command mode operations;
- p. job scheduling using automated tool;
- q. job cycles (daily, weekly, monthly, quarterly, annually, and special);
- r. report generation procedures; and
- s. unique printing requirements

The Operations Manual shall include overviews of the application, System structure, required administrative tasks, major processing, required interfaces, and required maintenance schedules. The Operations Manual shall also describe the overall process schedule, processing cycles, job streams, and job submission logs including dependencies, files accessed, critical sequencing, timing criteria, and operating instructions for each process and process step consistent with chosen environment. The Operations Manual shall also include, by processing cycle, a list of jobs that are mandatory to be run as scheduled and an explanation of what to expect (impact) if a job is not run. The Operations Manual shall also include a list of jobs that can be deferred and the instructions for running them at a later date and a list of jobs that can be run using concatenated files from multiple days. The Operations Manual shall include descriptions of special date files, parameter files, and other control files, including their purpose, procedures for creating them, specific jobs and programs that use them and procedures for their recovery in the event a cycle shall be restarted or rerun. The Contractor shall develop the backup operating instructions and on-line, batch, and database recovery procedures for the Project. The Contractor shall provide help-desk procedures including problem identification, initial diagnosis, along with checklists and problem resolution/referral procedures for every aspect of the system.

The Contractor shall develop the Operations Manual in a format approved by the State and stored in the Document Repository specified in Section A.6.

The Operations Manual shall be revised with any changes resulting from State user acceptance testing and initial user training sessions.

- A.74. User Manual. The Contractor shall develop a User Manual that features clear organization of content, easy to understand language, useful graphic presentations, and a thorough index and glossary. The User Manual shall be used by the State



testing team to mirror the new production environment and verify all of the content in the user manual.

The User Manual shall address all aspects of system functions and operations, including, but not limited to:

- (1) complete instructions for the users, explaining the use of each system function;
- (2) system usage scenarios, based on real world examples drawn from the day-to-day workloads of typical users, that fully describe and explain the salient features and operation of the System;
- (3) how input data is stored and related between system records;
- (4) how to generate/suppress standard and ad hoc reports (see Contract Attachment D for Report and Correspondence requirements);
- (5) normal report distribution;
- (6) prioritization processing and system-determined priorities;
- (7) system log-on, log-off, and security features;
- (8) error messages, including a definition if the message is not self-explanatory, and error correction procedures;
- (9) help features and usage;
- (10) problem reporting procedures;
- (11) entering data and data validation;
- (12) mandatory data fields and default data values;
- (13) data correction and user help features;
- (14) menu and system function navigation;
- (15) screen layouts and contents; and
- (16) search and inquiry features

The User Manual shall be able to serve as a reference guide and a teaching aid. In conjunction with the User Manual, a Quick Reference User Document shall be produced by the Contractor that shall be an immediate aid to the user and quickly describe operations. The Contractor shall develop the User Manual and the Quick Reference User Document in a format to be approved by the State.

The User Manual and Quick Reference User Document shall be revised with any changes resulting from the State's user acceptance testing and initial user training sessions and stored in the Document Repository specified in Contract Section A.6.

A.75. Procedure Manual. The Contractor shall develop the Procedure Manual in a format to be determined by the State. The Contractor shall develop a Procedure Manual which features clear organization of content, easy to understand language, useful graphic presentations, and a thorough index and glossary.

The Procedure Manual shall document instructions for manual operations and tasks that are performed in direct conjunction with the automated system. It shall address each task performed in a step by step procedure that identifies the action (task to be performed) and the individual with responsibility to complete the action.

The Contractor shall develop the Procedure Manual in a format approved by the State and stored in the Document Repository specified in Contract Section A.6.

The Procedure Manual shall be revised with any changes resulting from State user acceptance testing and initial user training sessions.



- A.76. User Training Curricula and Materials. The Contractor shall develop curricula and materials for training business and technical users. The user staff training curricula and materials shall support role-based training and be developed in accordance with the approved Training Plan. Staff Training Curricula and Materials shall be kept current to reflect all changes approved by the State and stored in the Document Repository specified in Contract Section A.6.
- A.77. Create and Maintain Training Environment. The Contractor shall create and maintain the training environment for all business and technical staff training. The Contractor shall ensure that the training environment is operational. This includes, at a minimum, the following:
- a. Creating and initializing all databases;
 - b. Installing the (acceptance) tested executable software; and
 - c. Ensuring stability of the System and refresh of data, as required.
- A.78. Job Flow and Dependencies. The Contractor shall provide detailed documentation regarding job flows and dependencies and ensure their accuracy.
- A.79. Job Schedule. The Contractor shall provide a projected production job schedule to the State for verification of all job functions. The Contractor will also incorporate the ability for State staff to run their own jobs and alter production schedules, as needed.
- A.80. Create and Maintain the Integration Test Environment. The Contractor shall create and maintain an Integration Test environment for the State. The Contractor shall convert and create test data as required for Integration Testing at the functional level to fully verify the application meets all of the system functional requirements as well as all of the technical requirements. The Contractor shall provide a fully configured test environment for the State utilizing converted data and ensure integration testing is performed on the most current converted data and has been tested using all relevant interfaces and EAI processes. The Contractor shall ensure that all interfaces, data set-up, tables, conversion sources and acceptance materials are ready before testing begins. The Contractor shall certify completion of Integration Test training.
- The Contractor shall also ensure that the Integration Test environment for the State is fully operational. This includes, at a minimum, the following:
- a. Creating and initializing all databases;
 - b. Installing the (acceptance) tested executable software; and
 - c. Verifying stability of the System and a refresh of the data, as required.
- A.81. Train State Integration Test Team. The Contractor shall train the State's Integration Test Team to thoroughly evaluate the accuracy, completeness, and understandability of all training materials and curricula. The Contractor shall have a structured approach to tracking and managing the changes to training curricula resulting from previous user acceptance testing. The Contractor shall require each individual who participates in the Integration Test Training session to complete a training assessment form. These forms shall be submitted to the State for review.
- A.82. Submit Development Phase Deliverables. The Contractor shall submit the deliverables required for the Development Phase, as defined in this Contract and summarized in Contract Attachment E, to the State for review and approval at the end of the phase. In addition to the minimum project tasks and deliverables defined



for the Contractor by the State, the Contractor shall be responsible for performing project tasks and completing additional project deliverables for the Development Phase as defined by the Contractor in the Master Project Work Plan and those determined necessary by the State during the performance of the Project. Upon State approval of all Development Phase deliverables, the Contractor will be issued a Certification of Phase Completion to submit along with their invoice, as described in Section A.11.

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Integration Test Phase

- A.83. Data Conversion. The Contractor shall implement the Data Conversion Plan, Section A.19, including, but not limited to:
- Conversion testing.
 - Data conversion and load process.
 - Identification and tracking of defects, error handling, and audit requirements
 - Backup and recovery of converted data, including methods for returning to legacy state.

- A.84. Initiate Integration Test Plan. The Contractor shall conduct an Integration Test of the System with the State Integration Test Team and will monitor and record all progress throughout the completion of the Integration Test. The Contractor will ensure all of the requirements for functionality, interfaces, reports, correspondence, notices, etc., shall be thoroughly tested and shall facilitate the correction of any issues, problems and discrepancies found during testing and retesting until a resolution of those issues has been achieved to the satisfaction of the State.

The Contractor shall provide dedicated support for Integration Testing including application and technical assistance and will ensure all test results are properly recorded and communicated to the State in a timely and effective manner.

The Contractor shall upload to the Project Documentation Repository, described in Section A.6, the results of testing all Test Case Scenarios, including the percent of requirements tested, number that passed and failed, and the status of retests that are the result of previous failed tests.

- A.85. Conduct Train-the-Trainer Training. The Contractor shall in accordance with the Training Plan, conduct Train-the-Trainer training for business users in preparation for the implementation of the Project. The Contractor shall train State technical staff, as appropriate.

In order to validate that training is effective, the Contractor shall:

- ensure training is completed prior to implementation for all affected staff;
- prepare report of training effectiveness and validity;
- adjust training methods and/or materials to correct ineffective training; and
- revise all training materials for correction of deficiencies or resulting from system changes during the testing, training, and implementation.

The Contractor shall obtain completed individual assessments from all Train-the-Trainer participants and provide a report of training effectiveness to the State.

- A.86. Prepare for Deployment of the Project. The Contractor shall ensure the operation of a controlled, stable version of the System software to be used during deployment in the Implementation Phase.

The Contractor shall update the conceptual, logical, and physical data models and the database design, pursuant to the Design Specifications approved by the State.

The Contractor shall update all documentation to reflect changes made during the Integration Test Phase and approved by the State.



- A.87. Re-evaluate System Performance. The Contractor shall perform capacity evaluation, as defined in the Capacity Analysis and Evaluation Plan, and provide written evaluation reports and recommendations to the State, as necessary. Contractor evaluations shall affirm and validate that the State production environment shall support the Project in a full production capacity and meet performance standards.
- A.88. Certification of Completion of Integration Test. The Contractor shall certify in writing to the State that the Integration Test of the Project is complete to the satisfaction of the State, the System has passed all performance criteria and capacity simulations, and that the System is ready to be deployed to the production Hosting environment.
- A.89. Submit Integration Test Phase Deliverables. The Contractor shall submit the deliverables required for the Integration Test Phase as defined in this Contract and summarized in Contract Attachment E, to the State for review and approval at the end of the phase. In addition to the minimum project tasks and deliverables defined for the Contractor by the State, the Contractor shall be responsible for performing project tasks and completing additional project deliverables for the Integration Test Phase, as defined by the Contractor in the Master Project Work Plan and those determined necessary by the State during the performance of the Project. Upon State approval of all Integration Test Phase deliverables, the Contractor will be issued a Certification of Phase Completion to submit along with their invoice, as described in Section A.11.

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Implementation Phase

- A.90. Production Environment Deployment. Upon approval of the Integration Test Certification Report by the State, the Contractor shall prepare the System for use in the production environment on the Hosting infrastructure. The Contractor shall implement the Project based on the approved Implementation Plan, and shall provide for rigorous review and documentation of system implementation results.
- A.91. Data Conversion during Deployment. The Contractor shall conduct an audit of data before and after conversion, to ensure proper counts are updated and to verify the accuracy of the data conversion process. The State shall also conduct an audit of data conversion results and approval of these results by the State is required. The Contractor shall convert legacy data to the Project database(s) in accordance with the Data Conversion Plan. The Contractor shall monitor the progress and quality of the conversion process and ensure that data shall ensure data integrity and validity of the converted data.
- A.92. Correction of Problems Reported during Deployment. The Contractor shall evaluate performance of deployment benchmark tests and report the results to the State. The Contractor shall provide correction of any discrepancies identified during deployment within the time agreed upon between the State and the Contractor. All corrections shall be reported to the State for consideration of the impact on the system and its functionality.
- A.93. Deployment Operations Report (Certificate of Completion). At the conclusion of system deployment into the production environment, the Contractor shall prepare and deliver to the State a Deployment Operations Report to certify that the System is ready for use by the State. This report shall detail all activities that were performed during deployment and shall address the following:
- a. all functional aspects of the System;
 - b. impact on workflow and staff productivity;
 - c. operability and stability of software;
 - d. application security;
 - e. accuracy and completeness of conversion of legacy data and manual data and impact of missing and erroneous data;
 - f. completeness and accuracy of system documentation;
 - g. accuracy and effectiveness of training methods and materials;
 - h. response time and overall system performance;
 - i. system hardware, software, and telecommunications performance;
 - j. accuracy/performance of system interfaces and EAI processes; and
 - k. all quality attributes.
- A.94. Invoke Contingency Approach. The Contractor shall invoke the Contingency Plan as required in the Master Project Work Plan, if any of the system implementation tasks are delayed for any reason due to issues identified during deployment.
- A.95. Provide Application Support. Immediately after system implementation, Contractor shall respond to State staff concerning application questions and System problems that State resources are unable to address.
- A.96. Provide Operational Support. The Contractor shall ensure the System is operational and meets all capacity and availability requirements outlined in Section A.39, and provide continuing operational support to the State once the System is implemented,



as defined in Section A.104. The Contractor will assist with technical and use problems experienced and may be required to travel to specific sites to resolve issues.

- A.97. Perform Problem Resolution. The Contractor shall correct all system deficiencies or discrepancies identified as required by the State and in accordance with the Problem Resolution procedures as described in Section A.23.
- A.98. Upload Test Case Results. The Contractor shall upload into a Document Repository, described in Section A.6, the results of final tests, including all Test Case scenarios, percentage of requirements tested, number of those that passed and failed, and the status of re-tests for previously failed tests.
- A.99. Create/Update Documentation. The Contractor shall create and update all system, user, technical, or training documentation that is incorrect or inadequate and upload new or revised document versions into the Project Documentation Repository, described in Section A.6. All versions of project documentation must be maintained.
- A.100. Capacity Analysis, Evaluation, and Benchmark Tests. The Contractor shall perform benchmark tests (to include network tests of approved response times) before the deployment of the system to estimate the baseline for future growth and determine the reliability of the System. The Contractor shall perform system tuning necessary based upon the results. The Contractor shall set benchmarks designed to produce information that supports projections of system performance characteristics and capacity projections of the System under production environment operations for the term of this Contract. The benchmark tests shall also include stress tests at each level of technology employed by the System. Capacity simulation benchmark reports documenting test results and projections shall be submitted to the state for review and approval.
- A.101. Modifications to Ensure System Performance. The Contractor shall perform all application software, file structure, and database modifications necessary to ensure system performance reaches acceptable levels in the production environment of the State, based upon the results of the benchmarks or the capacity simulation models. If the State requires modifications to meet the performance requirements in Section A.39 of this Contract, the Contractor shall cooperate fully and support any such requests as required by A.110.a and E.29.d, without additional compensation.
- A.102. Certification of Completion of Implementation Phase. The Contractor shall certify in writing to the State that Implementation of the Project is complete and the System has passed all performance criteria and capacity analysis to the satisfaction of the State, and that the System is fully deployed to the production Hosting environment.
- A.103. Submit Implementation Phase Deliverables. The Contractor shall submit the deliverables required for the Implementation Phase as defined in this Contract and summarized in Contract Attachment E, to the State for review and approval at the end of the phase. In addition to the minimum project tasks and deliverables defined for the Contractor by the State, the Contractor shall be responsible for performing project tasks and completing additional project deliverables for the Implementation Phase, as defined by the Contractor in the Master Project Work Plan and those determined necessary by the State during the performance of the Project. Upon State approval of all Implementation Phase deliverables, the Contractor will be issued a Certification of Phase Completion to submit along with their invoice, as described in Section A.11.



Post-Implementation Phase

- A.104. Post-Implementation Operations and Support. During this Phase the Contractor will provide all support level services, upgrades, and system enhancements outlined in the Maintenance and Support Phase, Section A.110.b through A.110.g below which includes the daily operations of the System. At a minimum, the Contractor shall:
- (1) Work with the State information systems staff to coordinate, execute, maintain, and monitor all aspects of production processing, both on-line and batch;
 - (2) Monitor batch processing to ensure all jobs are completed and that appropriate State staff are alerted when problems arise;
 - (3) Monitor and manage on-line system response time and the overnight batch processing windows;
 - (4) Inform appropriate information systems staff daily, through electronic mail, of the status, on-line availability, and results of regular and special batch processing;
 - (5) Maintain and monitor scheduling of production jobs;
 - (6) Work with State information systems operations personnel to coordinate special batch job scheduling and interactions with other systems;
 - (7) Participate in disaster recovery exercises; and
 - (8) Provide operations support twenty-four (24) hours a day, seven (7) days a week.
- A.105. Perform Problem Resolution. The Contractor shall correct all system deficiencies or discrepancies identified as required by the State, in accordance with the Problem Resolution Procedures.
- A.106. Evaluate Capacity and Update Documentation. The Contractor shall perform capacity evaluations and modify system parameters and storage capacity as needed to ensure the system functions at peak performance. The Contractor shall provide detailed descriptions of any changes made or that need to be made to the system platform or environment that would enhance the performance of the System.
- A.107. Prepare Documentation for Federal Government. The Contractor shall prepare documentation for submission to the Federal Government to support federal review and approval of the Project or System. Upon request, the Contractor shall cooperate with the State, provide reasonable assistance to the State, and participate in any applicable federal review and approval process relating to the Project or System.
- A.108. Prepare Documentation for State. To the extent applicable, the Contractor shall prepare documentation for submission to the State to facilitate state review and approval of the Project or System. Upon request, the Contractor shall cooperate and participate in State-mandated approval process relating to the Project or System.
- A.109. Submit Post-Implementation Phase Deliverables. The Contractor shall submit the deliverables required for the Post-Implementation Phase as defined in this Contract and summarized in Contract Attachment E, to the State for review and approval at the end of the phase. In addition to the minimum project tasks and deliverables defined for the Contractor by the State, the Contractor shall be responsible for performing project tasks and completing additional project deliverables for the Post-Implementation Phase, as defined by the Contractor in the Master Project Work Plan and those determined necessary by the State during the performance of the Project.



A.110. Maintenance and Support Phase

A.110.a System Maintenance Periods. Following the one-year Post-Implementation phase, the Contractor will provide maintenance and support for up to seven (7) additional years, during which all support level services, upgrades, and system enhancements are to be included at no additional cost. The Maintenance and Support Phase of the Project includes all of the Warranty Service provisions described in Section E.29.

In the event the State decides to renegotiate or extend the Contract at the conclusion of any Maintenance and Support year, the State shall provide written notice to the Contractor of its intent no later than six (6) months after delivery of the Certification defined in Section E.29.b(1)(i). For future extension periods, the State shall provide written notice to the Contractor of its intent to terminate, renegotiate or extend the contract no later than six months after the start of the current Maintenance Year.

Nothing herein shall be construed to provide the Contractor any right, entitlement, or expectation to any extension of this Contract.

A.110.b. System Maintenance Services. During all Maintenance and Support Phase Years:

- 1) The Contractor shall provide system maintenance, e.g. upgrades, enhancements and new releases, etc., and technical support for all products/services provided. This includes ongoing unlimited 24/7/365 telephone technical support in problem determination and resolution with response times as specified in Section A.110.c, which are to be provided by personnel located within the United States.
- 2) The Contractor shall provide all of the Federal and State regulatory updates and changes that are required to be made to the system and within the timeframe specified for compliance by the USDOL and the State of Tennessee.
- 3) The Contractor shall provide as part of their maintenance services, all publicly available improvements and functionality of the system, as well as any new functions incorporated based on another State's request or that were part of the Contractor's own improvement to system performance or additional features.
- 4) From date of contract award until such time that the maintenance billing takes effect, the Contractor shall provide all technical and maintenance support services described herein to the State at no additional cost to the State.
- 5) The Contractor shall maintain the System so that it operates in conformity with all descriptions and specifications herein or as otherwise provided by the Contractor, including specifications for the performance of all improved or modified versions of the System that the State has been licensed to use.
- 6) The Contractor shall provide for any upgrades to the System components, including, as needed Hosting environment components.
- 7) The Contractor shall extend Hosting services that provide the State seamless maintenance before or during any Maintenance Year, unless otherwise directed in writing by the State.
- 8) The Contractor shall provide software documentation that is kept up-to-date with any upgrade or revision to the System. Updated software documentation must be provided to the State prior to the installation of any upgrade or revision to the System, unless otherwise agreed to by the State.
- 9) The Contractor shall perform regression testing on upgrades prior to installing or implementing the upgrade into production. In performing regression testing on a



new version/upgrade of the software, the Contractor must certify in writing to the State that all the previous System capabilities still perform in accordance with the Contract requirements.

- 10) The Contractor shall detect and correct System errors, according to the specifications described herein and in the Contractor's documentation of the System and the implementation of all program changes, System configurations, new releases/updates, upgrades, enhancements, new versions, and implementation of additional programs provided under this Contract discovered by the State or otherwise made known to the Contractor.
- 11) The Contractor shall respond to State inquiries regarding the use and functionality of the System as issues are encountered by System users.
- 12) The Contractor shall provide all services necessary to assist the State in maintaining the system operational uptime and recovery from system failures.
- 13) The Contractor shall proactively monitor the system and not rely solely on the State to notify the Contractor of System problems.

A.110.c. System Maintenance Help Desk.

During any Maintenance Year the Contractor shall provide the State ongoing Help Desk services. The list of authorized State personnel that will be allowed to call the Contractor's help desk will be provided to the Contractor. The Contractor shall provide help desk/technical support personnel that are technically knowledgeable and trained to answer/resolve system technical support problems. Help desk staff shall continue, on a daily basis or other basis agreed upon between the State and the Contractor, to keep the State staff informed on the progress of problem's and their resolution.

The Contractor shall keep a log of all maintenance and technical support calls to the help desk/technical support personnel and document any complaints and problems reported to the help desk by the State. The log shall be made available to the State upon request. The log must at a minimum contain the following information:

- 1) Date and Time of call;
- 2) Name of Caller;
- 3) Caller's Organization/Department Name;
- 4) Caller's telephone number and/or email address;
- 5) Description of Reported Problem/Complaint;
- 6) Indication of whether the problem/complaint was resolved at time of call;
- 7) Description of any follow-up investigation/resolution plans;
- 8) Assigned Case number if resolution not provided during call; and
- 9) Date of and Description of Final Resolution.

The State reserves the right to determine and assign levels of severity for issues and support problems. The severity level of an issue or support problem shall determine the problem resolution response time as follows:

- a) Severity Level I (Urgent) shall be defined as situations where the State's System is down or the State is unable to use the System. This failure causes loss of function or data and there is not a mutually agreed upon workaround.



The Contractor's technical support staff shall accept the call for assistance at the time the State places the initial call; however if such staff is not immediately available, the Contractor shall return the call within thirty (30) minutes. The Contractor shall resolve Severity Level 1 problems as quickly as possible, which shall not exceed two (2) hours unless mutually agreed between the Contractor and the State.

- b) Severity Level 2 (High) shall be defined as situations where one or more critical System component(s) has a significant outage and/or failure precluding its/their successful operation, or possibly endangering the State's environment. The System may operate, but is severely restricted. This type of failure causes a loss of function or data, but there is a mutually agreed upon workaround. The Contractor's technical support staff shall accept the State's call for assistance at the time the State places the initial call; however, if such staff is not immediately available, the Contractor shall return the State's call within thirty (30) minutes. The Contractor shall resolve Severity Level 2 problems as quickly as possible, which shall not exceed four (4) hours, unless mutually agreed between the Contractor and the State.
- c) Severity Level 3 (Medium) shall be defined as minor problems that exists with the System, but the majority of the functions are still usable and some circumvention may be required to provide service. This type of failure causes a partial loss of function, but users can accomplish tasks with a mutually agreed upon workaround. The Contractor's technical support staff shall accept the State's call for assistance at the time the State places the initial call; however, if such staff is not immediately available, the Contractor shall return the State's call within thirty (30) minutes. The Contractor shall resolve Severity Level 3 problems as quickly as possible, which shall not exceed two (2) days, unless mutually agreed between the Contractor and the State.
- d) Severity Level 4 (Low): shall be defined as cosmetic and minor errors where all user tasks can still be accomplished. Example: Grammar errors, color changes, misspelled words, layout, etc. The Contractor's technical support staff shall accept the State's call for assistance at the time the State places the initial call; however, if such staff is not immediately available, the Contractor shall return the State's call within one (1) business day. The Contractor shall resolve Severity Level 4 problems as quickly as possible, typically within one (1) week, unless mutually agreed between the Contractor and the State.

The problem resolution response time is defined as the total elapsed time that the Contractor's qualified service technician has been contacted by the State and the system error or nonconformity severity level has been determined until the time when the issue or problem has been fixed, tested, and verified as resolved as determined by the State in accordance with the aforementioned severity level provisions.

At the request of the State, the Contractor shall provide on-site support as needed.

A.110.d. Time Frames for Maintenance Services. The Contractor shall perform all corrections, repairs, or maintenance to the System within the time frames, and to the performance standards and expectations, set forth in Section A.110.b and A.110.c.



A.110.e. Failure to Provide Effective Maintenance Services. If the Contractor fails to repair an error, defect, deficiency or deviation for products or services during any Maintenance Year, the State may, at its option, act to correct or repair the error, defect, deficiency or deviation, and the Contractor shall be required to reimburse the State for all costs incurred to conduct the repair.

A.110.f. Subcontractors for System Maintenance Services.

- 1) The Contractor will be the initial contact point for all notifications and support requests, regardless of the perceived source of the problem.
- 2) The Contractor may elect to have telephone or on-site System Maintenance repair or support services performed by subcontracted personnel; however, if this is the case, the Contractor shall be responsible for coordinating the effort so that the use of any third-party support is transparent to the State and so that the State shall not have to deal directly with the subcontractor.
- 3) The State reserves the right to approve subcontractors for System maintenance services, and the Contractor must obtain such approval from the State in writing prior to the Contractor's election to use a subcontractor.

A.110.g. Maintenance of Operations and Services. Correction of errors, defects, deficiencies or deviations in work products and other services shall not detract from or interfere with the daily System's operations or any State related business operations.

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B. **CONTRACT TERM:**

B.1. Contract Term. This Contract shall be effective for the period beginning May 1, 2014 and ending on April 30, 2024. The Contractor hereby acknowledges and affirms that the State shall have no obligation for services rendered by the Contractor which were not performed within this specified period.

B.2. Term Extension. The State reserves the right to extend this Contract for one (1) additional year, provided that such an extension of the contract term is effected prior to the current, contract expiration date by means of a contract amendment. If a term extension necessitates additional funding beyond that which was included in the original Contract, an increase of the State's maximum liability will also be effected through contract amendment, and shall be based upon payment rates provided in the original Contract.

C. **PAYMENT TERMS AND CONDITIONS:**

C.1. Maximum Liability. In no event shall the maximum liability of the State under this Contract exceed thirty-nine million, five hundred forty one thousand, six hundred sixteen dollars and seven cents (\$39,541,616.07). The 10% for change order costs is included in the maximum liability. The payment rates in Section C.3 shall constitute the entire compensation due the Contractor for all service and Contractor 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, including any change order costs incurred during the Contract term.

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.

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

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



C.3.a. Total System Payment Methodology. For eighteen (18) to twenty-four (24) months System Implementation, one (1) year Post-Implementation Warranty, and all Hosting Services as defined in Section A.1.a, A.1.b, A.21, A.22, and in Contract Attachments.

<u>Total System Cost</u>	\$(10,931,837.00)
---------------------------------	--------------------------

The Total System Cost stated above shall be paid to the Contractor in installments contingent upon successful completion of Project Phase Milestones, as follows:

<u>PROJECT PHASE MILESTONES</u>	<u>COST BY PROJECT PHASE</u>
Analysis Phase ⁽¹⁾ This is 15% of Total System Cost	\$1,639,775.55
Design Phase ⁽²⁾ This is 20% of Total System Cost	\$2,186,367.40
Development Phase ⁽³⁾ This is 20% of Total System Cost	\$2,186,367.40
Integration Test Phase ⁽⁴⁾ This is 20% of Total System Cost	\$2,186,367.40
Implementation Phase ⁽⁵⁾ This is 15% of Total System Cost	\$1,639,775.55
Post-Implementation Phase ⁽⁶⁾ This is 10% of Total System Cost	\$1,093,183.70

The Contractor shall submit Certifications of Phase Completion with invoices as set forth in Section A.11 after all project deliverables for that Phase are completed and approved by the State. Such invoices must be submitted in a form acceptable to the State, prior to any payment.

- (1) The Analysis Phase payment shall be made based on the successful completion of all Project Analysis tasks, as well as all Phase deliverables completed and approved by the State, as described in Section A.35.
- (2) The Design Phase payment shall be made based on the successful completion of all Project Design tasks, as well as all Phase deliverables completed and approved by the State, as described in Section A.46.
- (3) The Development Phase payment shall be made based on the successful completion of final Acceptance Testing, as well as all Phase deliverables completed and approved by the State, as described in Section A.82.
- (4) The Integration Test Phase payment shall be made based on successful completion of Integration Testing of all interfaces, self-service functions, execution of all job processing steps, as well as all Phase deliverables completed and approved by the State, as described in Section A.89.



- (5) The Implementation Phase payment shall be made when the system has been fully implemented into the Production environment, capacity and performance measures met, processing and all of the Phase deliverables completed and approved by the State, as described in Section A.103.
- (6) The Post-Implementation Phase payment shall be in four (4) increments based on meeting quarterly performance measures for availability, timeliness, and accuracy, as well as all Phase deliverables completed for the quarter and approved by the State, as described in Section A.109.

C.3.b. System Maintenance and Support Payment Methodology. The Maintenance and Support Phase includes the option for continued maintenance and support for up to seven additional years; the cost for Maintenance and Support years shall not be included in the Total System Cost above, since these services are optional. The optional annual cost for Maintenance and Support is provided in the table below.

Maintenance and Support Phase Optional Year 4	\$3,375,000.00
Maintenance and Support Phase Optional Year 5	\$3,439,125.00
Maintenance and Support Phase Optional Year 6	\$3,504,468.30
Maintenance and Support Phase Optional Year 7	\$3,571,053.10
Maintenance and Support Phase Optional Year 8	\$3,638,903.10
Maintenance and Support Phase Optional Year 9	\$3,708,042.20
Maintenance and Support Phase Optional Year 10	\$3,778,495.00

Each year, if the state elects to exercise this option, payments shall be made in four (4) increments based on State approval of quarterly performance measures and all required Phase deliverables completed for the quarter and approved by the State.

C.3.c. Change Order Payment Methodology. The Contractor shall be compensated for changes requested and performed pursuant to Contract Section A.26.b. without a formal amendment of this Contract based upon the payment rates detailed in the schedule below and as agreed pursuant to said Section A.26.b., PROVIDED THAT compensation to the Contractor for such “change order” work shall not exceed TEN PERCENT (10%) of the \$10,931,837.00 or one million ninety-three thousand, one hundred eighty three dollars and seventy cents (\$1,093,183.70). 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.

The Contractor shall submit monthly invoices for Change Order Costs, in a form and substance acceptable to the State with all necessary supporting documentation, prior to any payment. Such invoices shall be submitted for completed units of service for the amount stipulated.



CHANGE ORDER PAYMENT RATES

<u>SERVICE</u>	<u>PAYMENT RATE PER HOUR</u>
Senior Project Manager	
Year 1	\$ 150.00
Year 2	\$ 153.00
Year 3	\$ 156.00
Year 4	\$ 161.00
Year 5	\$ 164.00
Year 6	\$ 167.00
Year 7	\$ 170.00
Year 8	\$ 173.00
Year 9	\$ 178.00
Year 10	\$ 182.00
Project Manager	
Year 1	\$ 135.00
Year 2	\$ 138.00
Year 3	\$ 141.00
Year 4	\$ 145.00
Year 5	\$ 148.00
Year 6	\$ 151.00
Year 7	\$ 154.00
Year 8	\$ 157.00
Year 9	\$ 162.00
Year 10	\$ 165.00
Senior UI Business Analyst	
Year 1	\$ 135.00
Year 2	\$ 138.00
Year 3	\$ 141.00
Year 4	\$ 145.00
Year 5	\$ 148.00
Year 6	\$ 151.00
Year 7	\$ 154.00
Year 8	\$ 157.00
Year 9	\$ 162.00
Year 10	\$ 165.00
UI Business Analyst	
Year 1	\$ 125.00
Year 2	\$ 128.00
Year 3	\$ 131.00
Year 4	\$ 135.00
Year 5	\$ 138.00
Year 6	\$ 141.00
Year 7	\$ 144.00
Year 8	\$ 147.00
Year 9	\$ 151.00
Year 10	\$ 154.00



Database Administrator

Year 1	\$ 115.00
Year 2	\$ 117.00
Year 3	\$ 119.00
Year 4	\$ 123.00
Year 5	\$ 125.00
Year 6	\$ 128.00
Year 7	\$ 131.00
Year 8	\$ 134.00
Year 9	\$ 138.00
Year 10	\$ 141.00

Data Analyst

Year 1	\$ 105.00
Year 2	\$ 107.00
Year 3	\$ 109.00
Year 4	\$ 112.00
Year 5	\$ 114.00
Year 6	\$ 116.00
Year 7	\$ 118.00
Year 8	\$ 120.00
Year 9	\$ 124.00
Year 10	\$ 126.00

Data Architect

Year 1	\$ 117.00
Year 2	\$ 119.00
Year 3	\$ 121.00
Year 4	\$ 125.00
Year 5	\$ 128.00
Year 6	\$ 131.00
Year 7	\$ 134.00
Year 8	\$ 137.00
Year 9	\$ 141.00
Year 10	\$ 144.00

Quality Assurance Manager

Year 1	\$ 127.00
Year 2	\$ 130.00
Year 3	\$ 133.00
Year 4	\$ 137.00
Year 5	\$ 140.00
Year 6	\$ 143.00
Year 7	\$ 146.00
Year 8	\$ 149.00
Year 9	\$ 153.00
Year 10	\$ 156.00

Configuration Manager

Year 1	\$ 100.00
Year 2	\$ 102.00
Year 3	\$ 104.00
Year 4	\$ 107.00



Year 5	\$ 109.00
Year 6	\$ 111.00
Year 7	\$ 113.00
Year 8	\$ 115.00
Year 9	\$ 118.00
Year 10	\$ 120.00

Data Conversion Manager

Year 1	\$ 127.00
Year 2	\$ 130.00
Year 3	\$ 133.00
Year 4	\$ 137.00
Year 5	\$ 140.00
Year 6	\$ 143.00
Year 7	\$ 146.00
Year 8	\$ 149.00
Year 9	\$ 153.00
Year 10	\$ 156.00

Data Conversion Analyst

Year 1	\$ 106.00
Year 2	\$ 108.00
Year 3	\$ 110.00
Year 4	\$ 113.00
Year 5	\$ 115.00
Year 6	\$ 117.00
Year 7	\$ 119.00
Year 8	\$ 121.00
Year 9	\$ 125.00
Year 10	\$ 128.00

Programmer Analyst

Year 1	\$ 100.00
Year 2	\$ 102.00
Year 3	\$ 104.00
Year 4	\$ 107.00
Year 5	\$ 109.00
Year 6	\$ 111.00
Year 7	\$ 113.00
Year 8	\$ 115.00
Year 9	\$ 118.00
Year 10	\$ 120.00

System Analyst

Year 1	\$ 107.00
Year 2	\$ 109.00
Year 3	\$ 111.00
Year 4	\$ 114.00
Year 5	\$ 116.00
Year 6	\$ 118.00
Year 7	\$ 120.00
Year 8	\$ 122.00
Year 9	\$ 126.00
Year 10	\$ 129.00



Operations Manager

Year 1	\$ 100.00
Year 2	\$ 102.00
Year 3	\$ 104.00
Year 4	\$ 107.00
Year 5	\$ 109.00
Year 6	\$ 111.00
Year 7	\$ 113.00
Year 8	\$ 115.00
Year 9	\$ 118.00
Year 10	\$ 120.00

Test Manager

Year 1	\$ 115.00
Year 2	\$ 117.00
Year 3	\$ 119.00
Year 4	\$ 123.00
Year 5	\$ 125.00
Year 6	\$ 128.00
Year 7	\$ 131.00
Year 8	\$ 134.00
Year 9	\$ 138.00
Year 10	\$ 141.00

Chief Solutions Architect

Year 1	\$ 135.00
Year 2	\$ 138.00
Year 3	\$ 141.00
Year 4	\$ 145.00
Year 5	\$ 148.00
Year 6	\$ 151.00
Year 7	\$ 154.00
Year 8	\$ 157.00
Year 9	\$ 162.00
Year 10	\$ 165.00

Application Software Architect

Year 1	\$ 126.00
Year 2	\$ 129.00
Year 3	\$ 132.00
Year 4	\$ 136.00
Year 5	\$ 139.00
Year 6	\$ 142.00
Year 7	\$ 145.00
Year 8	\$ 148.00
Year 9	\$ 152.00
Year 10	\$ 155.00

Server Architect

Year 1	\$ 116.00
Year 2	\$ 118.00
Year 3	\$ 120.00
Year 4	\$ 124.00
Year 5	\$ 126.00



Year 6	\$ 129.00
Year 7	\$ 132.00
Year 8	\$ 135.00
Year 9	\$ 139.00
Year 10	\$ 142.00

Network Architect

Year 1	\$ 103.00
Year 2	\$ 105.00
Year 3	\$ 107.00
Year 4	\$ 110.00
Year 5	\$ 112.00
Year 6	\$ 114.00
Year 7	\$ 116.00
Year 8	\$ 118.00
Year 9	\$ 122.00
Year 10	\$ 124.00

Security Architect

Year 1	\$ 110.00
Year 2	\$ 112.00
Year 3	\$ 114.00
Year 4	\$ 117.00
Year 5	\$ 119.00
Year 6	\$ 121.00
Year 7	\$ 123.00
Year 8	\$ 125.00
Year 9	\$ 129.00
Year 10	\$ 132.00

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 present said invoices no more often than monthly, with all necessary supporting documentation, to:

Tennessee Department of Labor and Workforce Development
220 French Landing Drive
Nashville TN 37243

a. Each invoice shall clearly and accurately detail all of the following required information (calculations must be extended and totaled correctly).

- (1) Invoice Number (assigned by the Contractor)
- (2) Invoice Date
- (3) Contract Number (assigned by the State)
- (4) Customer Account Name: Tennessee Department of Labor and Workforce Development, Employment Security Division
- (5) Customer Account Number (assigned by the Contractor to the above-referenced Customer)
- (6) Contractor Name



- (7) Contractor Tennessee Edison Registration ID Number Referenced in Preamble of this Contract
- (8) Contractor Contact for Invoice Questions (name, phone, and/or fax)
- (9) Contractor Remittance Address
- (10) Description of Delivered Service
- (11) Complete Itemization of Charges, which shall detail the following:
 - i. Service or Milestone Description (including name & title as applicable) of each service invoiced
 - ii. Number of Completed Units, Increments, Hours, or Days as applicable, of each service invoiced
 - iii. Applicable Payment Rate (as stipulated in Section C.3.) of each service invoiced
 - iv. Amount Due by Service
 - v. Total Amount Due for the invoice period

- b. The Contractor understands and agrees that an invoice under this Contract shall:
 - (1) include only charges for service described in Contract Section A and in accordance with payment terms / conditions set forth in Contract Section C;
 - (2) only be submitted for completed service and shall not include any charge for future work;
 - (3) not include sales tax or shipping charges; and
 - (4) initiate the timeframe for payment (and any discounts) only when the State is in receipt of the invoice, and the invoice meets the minimum requirements of this Section C.5.

C.6. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any payment, invoice, or matter in relation thereto. A payment by the State shall not be construed as acceptance of any part of the work or service provided or as approval of any amount invoiced.

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. Prerequisite Documentation. The Contractor shall not invoice the State under this Contract until the State receives the following properly completed documentation.

- a. The Contractor shall complete, sign, and present to the State an "Authorization Agreement for Automatic Deposit (ACH Credits) Form" provided by the State. By doing so, the Contractor acknowledges and agrees that, once said form is received by the State, 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).
- b. The Contractor shall complete, sign, and present to the State a "Substitute W-9 Form" provided by the State. The taxpayer identification number detailed by said form must agree with the Contractor's Federal Employer Identification Number or Tennessee Edison Registration ID referenced in this Contract.



D. **STANDARD TERMS AND CONDITIONS:**

- D.1. **Required Approvals.** The State is not bound by this Contract 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 Chief Procurement Officer, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- 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 Chief Procurement Officer, the Commissioner of Human Resources, 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 thirty (30) days written notice before the effective termination date. The Contractor shall be entitled to 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 Contractor violates any terms of this Contract, the State shall have the right to terminate the Contract. 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, each 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.

The Contractor acknowledges, understands, and agrees that this Contract shall be null and void if the Contractor is, or within the past six months has been, an employee of the State of Tennessee or if the Contractor is an entity in which a controlling interest is held by an individual who is, or within the past six months has been, an employee of the State of Tennessee.

- 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 handicap or 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 Tennessee Code Annotated, Section 12-4-124, *et seq.*, 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 in Contract Attachment H, 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 Tennessee Code Annotated, Section 12-4-124, *et seq.* 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. Failure to provide progress reports as requested and in the time required by the State will be subject to potential liability for damages, as specified in Section E.28.
- 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 ventures, 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 of Tennessee 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. The System shall be developed so that, when used for its intended purpose by the State, it will be



in full compliance with all applicable federal and state laws and regulations including without limitation, those relating to data privacy and information security.

- 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:

Linda Davis, ES/UI Administrator
TN Department of Labor and Workforce Development
220 French Landing Drive
Linda.Davis@tn.gov
Telephone # 615-253-6922
FAX # 615-532-9434

The Contractor:

Mr. Paul Toomey, President



Geographic Solutions, Inc.
1001 Omaha Circle
Palm Harbor, FL 34683
ptoomey@geosolinc.com
Telephone # 727-786-7955 ext. 208
FAX # 727-786-5871

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, if a retired member of TCRS, 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. The State shall be named as additional insured and the policy (or policies) shall include a waiver of subrogation in favor of the State.
 - (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. The State



shall be named as additional insured, the policy (or policies) shall include :
waiver of subrogation in favor of the State and the policy (or policies) shall
respond on a primary and non-contributory basis.

- (1) Automobile Coverage (including owned, leased, hired, and non-owned vehicles) with a bodily injury/property damage combined single limit of not less than one million dollars (\$1,000,000) per occurrence. The State shall be named as additional insured, the policy (or policies) shall include a waiver of subrogation in favor of the State and the policy (or policies) shall respond on a primary and non-contributory basis.
- (2) Umbrella Liability Coverage (over the Workers' Compensation/ Employers' Liability, Comprehensive Commercial General Liability, and Automobile Coverage stated above) in an amount not less than five million dollars (\$5,000,000). The State shall be named as additional insured.
- (3) Directors & Officers/Errors & Omissions Coverage with separate insuring clauses for management liability, management indemnification, outside director liability, professional services liability (Errors & Omissions), organization liability, each with a limit of loss of Three Million Dollars (\$3,000,000) per occurrence and an aggregate limit applicable to all coverage of Five Million Dollars (\$5,000,000).
- (4) Intellectual Property, Cyber-Risk/Network Security/Privacy Insurance (including third-party (cyber liability) and first-party (cybercrime/terrorism expense) coverage) with a direct loss/legal liability and consequential loss and expenses resulting from cyber security/network security breaches; data loss, including protected health and personal information; intellectual property; and non-physical business interruption and extra expense, with combined single limit not less than Five Million Dollars (\$5,000,000) per occurrence and Ten Million Dollars (\$10,000,000.00) aggregate

- b. At any time the 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 State 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 shall maintain a secure storage facility for all confidential data collected. The secure storage facility shall provide encryption of any sensitive data using a minimum encryption standard of AES 256 bit or higher.



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 that is free to disclose the information; independently developed by the Contractor without the use of any State information; or, disclosed by the State to others without restrictions against disclosure. Nothing in this paragraph shall permit the 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.

The Contractor shall enter into a data sharing agreement with the State prior to the sharing of any UI data from the State.

Contractor's Confidential Information. Acknowledgement. State hereby acknowledges and agrees that Contractor's software, object code, system development documentation, schematics, operations manuals, user manuals, procedure including all modifications, updates and revisions ("Contractor's Confidential Information") constitute and contain valuable proprietary products and trade secrets of Contractor, embodying substantial creative efforts and confidential information, ideas, and expressions. Accordingly, State shall treat (and take precautions to ensure that its employees treat) the Software and documentation, including all modifications, updates and revisions, as confidential in accordance with the confidentiality requirements and conditions set forth below. Maintenance of Confidential Information. State shall not at any time, disclose or disseminate any confidential information to any person, firm or organization that does not need to obtain access thereto in connection with State's exercise of its rights under this Agreement. State shall not disclose confidential information to any employee or agent of State who does not need to obtain access thereto in connection with State's exercise of its rights under this Agreement. State agrees to keep confidential all confidential information disclosed to it by Contractor in accordance herewith, and to protect the confidentiality thereof in the same manner it protects the confidentiality of similar information and data of its own (at all times exercising at least a reasonable degree of care in the protection of confidential information); provided, however, that the State shall not have any such obligation with respect to use and disclosure of Contractor's confidential information if it is established that such information: (1) has been known publicly; (2) has been known generally in the industry before communication by the Contractor to State; (3) has become known publicly, without fault on the part of the State, subsequent to disclosure by Contractor; (4) has been known otherwise by the State before communication by the Contractor; or (5) has been received by State without an obligation of confidentiality from a source (other than the Contractor) lawfully having possession of such information. State's obligations under this Section will survive the termination of this Agreement or of any license granted under this Agreement for whatever reason.

Safeguarding Federal Tax Information.

a. Performance.



In performance of this contract, the Contractor agrees to comply with and assume responsibility for compliance by his or her employees with the following requirements:

- (1) All work will be done under the supervision of the Contractor or the Contractor's employees.
- (2) Any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material will be treated as confidential and will not be divulged or made known in any manner to any person except as may be necessary in the performance of this contract. Disclosure to anyone other than an officer or employee of the contractor will be prohibited.
- (3) All returns and return information will be accounted for upon receipt and properly stored before, during, and after processing. In addition, all related output will be given the same level of protection as required for the source material.
- (4) The Contractor certifies that the data processed during the performance of this contract will be completely purged from all data storage components of his or her computer facility, and no output will be retained by the contractor at the time the work is completed. If immediate purging of all data storage components is not possible, the contractor certifies that any IRS data remaining in any storage component will be safeguarded to prevent unauthorized disclosures.
- (5) Any spoilage or any intermediate hard copy printout that may result during the processing of IRS data will be given to the agency or his or her designee. When this is not possible, the Contractor will be responsible for the destruction of the spoilage or any intermediate hard copy printouts, and will provide the agency or his or her designee with a statement containing the date of destruction, description of material destroyed, and the method used.
- (6) All computer systems receiving, processing, storing, or transmitting FTI must meet the requirements defined in IRS Publication 1075. To meet functional and assurance requirements, the security features of the environment must provide for the managerial, operational, and technical controls. All security features must be available and activated to protect against unauthorized use of and access to Federal Tax Information.
- (7) No work involving Federal Tax Information furnished under this contract will be subcontracted without prior written approval of the IRS.
- (8) The Contractor will maintain a list of employees authorized access. Such list will be provided to the agency and, upon request, to the IRS reviewing office.
- (9) The agency will have the right to void the contract if the Contractor fails to provide the safeguards described above.
- (10) The Contractor agrees that repairs of disk storage media shall be performed on the Contractor's premises and agrees that only authorized personnel will have access to the disk storage media under repair. Contractor will ensure that disposal procedures completely purge all data from disks before the disks are sold as surplus or destroyed.



b. Criminal/Civil Sanctions.

- (1) Each officer or employee of any person to whom returns or return information is or may be disclosed will be notified in writing by such person that returns or return information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such returns or return information for a purpose or to an extent unauthorized herein constitutes a felony punishable upon conviction by a fine of as much as \$5,000 or imprisonment for as long as 5 years, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized further disclosure of returns or return information may also result in an award of civil damages against the officer or employee in an amount not less than \$1,000 with respect to each instance of unauthorized disclosure. These penalties are prescribed by IRCs 7213 and 7431 and set forth at 26 CFR 301.6103(n)-1.
- (2) Each officer or employee of any person to whom returns or return information is or may be disclosed shall be notified in writing by such person that any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of the contract. Inspection by or disclosure to anyone without an official need-to-know constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as \$1,000 or imprisonment for as long as 1 year, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized inspection or disclosure of returns or return information may also result in an award of civil damages against the officer or employee [United States for Federal employees] in an amount equal to the sum of the greater of \$1,000 for each act of unauthorized inspection or disclosure with respect to which such defendant is found liable or the sum of the actual damages sustained by the plaintiff as a result of such unauthorized inspection or disclosure plus in the case of a willful inspection or disclosure which is the result of gross negligence, punitive damages, plus the costs of the action. These penalties are prescribed by IRC 7213A and 7431.
- (3) Additionally, it is incumbent upon the Contractor to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a(i)(1), which is made applicable to contractors by 5 U.S.C. 552a(m)(1), provides that any officer or employee of a contractor, who by virtue of his/her employment or official position, has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.
- (4) Granting a contractor access to FTI must be preceded by certifying that each individual understands the agency's security policy and procedures for safeguarding IRS information. Contractors must maintain their authorization to access FTI through annual recertification. The initial certification and recertification must be documented and placed in the agency's files for review. As part of the certification and at least annually afterwards, contractors must be advised of the provisions of IRCs 7431, 7213, and 7213A (see Exhibit 4, *Sanctions for Unauthorized Disclosure*, and Exhibit 5, *Civil*



Damages for Unauthorized Disclosure). The training provided before the initial certification and annually thereafter must also cover the incident response policy and procedure for reporting unauthorized disclosures and data breaches. (See Section 10) For both the initial certification and the annual certification, the Contractor must sign, either with ink or electronic signature, a confidentiality statement certifying their understanding of the security requirements.

c. Inspection.

The IRS and the Agency shall have the right to send its officers and employees into the offices and plants of the Contractor for inspection of the facilities and operations provided for the performance of any work under this contract. On the basis of such inspection, specific measures may be required in cases where the Contractor is found to be noncompliant with contract safeguards.

E.7. 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 pursuant to this Contract unless a printing authorization number has been obtained and affixed as required by Tennessee Code Annotated, Section 12-7-103 (d).

E.8. Ownership of Software and Work Products.

a. Definitions.

(1) "Contractor-Owned Software" means software and supporting documentation, including updates thereto, that is:

- i. created prior to the execution of this Contract, or derivatives, modifications, additions, and updates created after the execution of this Contract,
- ii. owned by the Contractor,
- iii. included in, or necessary or helpful to the operation, maintenance, support or modification of, the System, and
- iv. which was not licensed to the State or State prior to entering into this Contract.

(2) "Custom-Developed Software" means software and supporting documentation newly created by the Contractor under this Contract exclusively for the State that is not a modification, update, revision, addition or derivative of the Contractor-Owned Software. Contractor shall be granted a nonexclusive, irrevocable, unlimited, royalty-free, perpetual, non-cancelable, non-terminable license to all Custom-Developed Software.

(3) "Third-Party Software" means software and supporting documentation that is:

- i. not owned by the State or the Contractor, and
- ii. included in, or necessary or helpful to the operation, maintenance, support or modification of the System.

(4) Reserved.

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 the Contractor, subject to the licenses granted herein to the State and the United States Department of Labor.
 - (2) To the extent there is any Custom-Developed Software provided to State that has been specially commissioned and shall be considered works made for hire under the United States Copyright Act of 1976 and the State shall be deemed the author and sole copyright owner. As between the parties to this Contract, all right, title, and interest in and to the Custom-Developed Software, and to modifications and derivative works thereof made by the Contractor or the State, including without limitation all copyrights, patents, trade secrets and other intellectual property and other proprietary rights embodied in or arising out of the Work Product, shall belong to the State. To the extent any Custom-Developed Software, or any intellectual property embodied by or arising from the Custom-Developed Software is incapable of being characterized as a work-made-for-hire as a matter of law, the Contractor hereby assigns, transfers, and conveys all right, title, and interest in and to the Custom-Developed Software, including without limitation the copyrights, patents, trade secrets, and other intellectual property rights arising out of or embodied by the Custom-Developed Software, to the State. The Contractor shall, when directed, execute any other documents that the State deems necessary or desirable to document this transfer and/or allow the State to register its and their claims and rights to such intellectual property rights or enforce them against third parties, and the Contractor shall cooperate fully in the foregoing endeavors. P
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 - (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 and the licenses granted herein.
 - (4) The Contractor hereby grants to the State upon expiration of this Agreement and upon complete payment of the Total System Cost the nonexclusive, irrevocable, unlimited, royalty-free, perpetual, non-cancelable, non-terminable, right to use an Executable copy of the Contractor-Owned Software for any purpose other than the sale or licensing of the Contractor-Owned Software to a third party and the right to pass on the immunity described herein to states outside the State contracting the Work Product. Contractor shall not provide any support or maintenance for the Executable copy of the Contractor-Owned Software.
 - (5) As provided in Title 29 CFR § 97-34, the United States Department of Labor reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Federal Government purposes; (a) the copyright in any work exclusively developed under a grant, subgrant, or contract under a grant or subgrant; and (b) any rights of copyright to which a grantee, subgrantee or a contractor purchases ownership with grant support.
- 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. Contractor may modify or improve Contractor-Owned Software during the course of this Contract. All such modifications or



improvements shall be included within the meaning of "Contractor Owned Software."

- d. Subject to the States' intellectual property rights and to the Contractor's confidentiality obligations hereunder, 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.9. Source Code in Escrow. The Contractor shall maintain copies of the Contractor-Owned Software source code in escrow with an independent escrow company pre-approved by the State. All costs for establishing and maintaining the source code in escrow shall be borne by the Contractor. The Contractor will notify the State of each update to the software held in escrow.
- E.10. Escrow Company. Within fifteen (15) calendar days after the State's written acceptance of the implementation of the System, the Contractor shall submit to the State a letter naming the escrow company that the Contractor intends to use, with the understanding that the State may approve or disapprove the named company. This letter must include the name, address, and full contact information for the recommended escrow company. The State will indicate its approval or disapproval in writing.
- E.11. Escrow Process during Contract Term. Within fifteen (15) calendar days after the State has provided to the Contractor the written approval of a recommended escrow company, the Contractor shall place the source code in escrow with the approved escrow company. The escrow agreement shall state that it is a supplementary agreement to this Contract pursuant to Section 365(n) of the United States Bankruptcy Code. The Contractor shall provide the State with a signed letter from the escrow company in question stating that the code has been placed in escrow and confirming the State's right to obtain the source code directly from the escrow company in the event of Contractor default as described below. Throughout the term of the contract and any extensions of same, the Contractor shall periodically update the source code and notify the State in writing that it has been updated and that the source code in escrow is current with the State's production environment, matches the State's production version level, and includes any upgrades, enhancements, or new releases that are applied to the State's system. The State, at its option and expense, may verify the completeness and accuracy of the source code by independent audit during the term of this Contract.
- E.12. Access Rights to Software in Escrow. If for any reason during the term of the contract and any extensions of same, the Contractor ceases to do business or exist as a valid business entity or dissolves for more than thirty (days), or is declared bankrupt, or is the subject of any liquidation or insolvency proceeding that is not dismissed within thirty (30) days and unable to fulfill its obligations as described herein, the Contractor agrees to deliver the source code held in escrow to the State and also agrees that, under such terms, the State may instruct the escrow company in writing for and on behalf of the Contractor to deliver the source code held in escrow to the State. State's right to use the source code in the event of delivery under the provisions of this escrow shall be conditional upon the following:(1) State shall acquire no ownership rights in the source code by reason of such release, but shall have a license to use the source code only in connection with operation of the Software until the expiration of this Agreement under which the source code was delivered with rights to modify the source code for the sole purpose of operating and maintaining the Software for internal use by the State (and



specifically not for distribution or resale to third parties) and otherwise in accordance with the provisions of this Agreement State shall have the right to make additional modifications, upgrades, and enhancements to the source code as the State may see fit for the purposes of maintaining and operating the Software; (2) State agrees that the source code shall be treated as the confidential information of Contractor notwithstanding termination or expiration of this Agreement; and (3) State shall only permit access to such source code to persons who have a need to know such information for the purpose identified in subparagraph (1). The obligations of Contractor set forth in this Paragraph shall terminate with respect to Escrow upon expiration of the Term or upon termination of this Agreement except where termination is the result of conditions for release as provided within this paragraph.

In the event that the Contractor fails to deliver the source code in a timely manner, as determined by the State, the State may obtain the source code directly from the escrow company.

E.13. Incorporation of Additional Documents. Each of the following documents is included as a part of this Contract by reference. In the event of a discrepancy or ambiguity regarding the Contractor's duties, responsibilities, and performance under this Contract, these items shall govern in order of precedence below.

- a. this Contract document with any attachments or exhibits (excluding the items listed at subsections b. through e., below);
- b. any and all required Plans or required documentation required by Section A to be prepared pursuant to this Contract;
- c. any clarifications of or addenda to the Contractor's proposal seeking this Contract;
- d. the State solicitation, as may be amended, requesting proposals in competition for this Contract;
- e. any technical specifications provided to Proposers during the procurement process to award this Contract;
- f. the Contractor's proposal seeking this Contract.

E.14. 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 the all sub-recipients 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.15. Debarment and Suspension. The Contractor certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:

- a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;
- b. have not within a three (3) year period preceding this Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
- c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and
- d. have not within a three (3) year period preceding this Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

The Contractor shall provide immediate written notice to the State if at any time it learns that there was an earlier failure to disclose information or that due to changed circumstances, its principals or the principals of its subcontractors are excluded or disqualified.

E.16. 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 33720-10014 (Attachment 6.2, Section B) 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.17. Limitation of Liability. Except for the Contractor's indemnification obligations hereunder and except for a breach of Contractor's obligations with respect to confidentiality or security, the parties agree that the Contractor's liability under this Contract shall be limited to an amount equal to two (2) times the Maximum Liability amount detailed in Section C.1., 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.18. Indemnification. The Contractor shall defend (at the State Indemnified Party's sole discretion), indemnify, and hold the State harmless, as well as their respective officers, agents, employees, end users, and sub-licensees (collectively and individually "State Indemnified Party") from any and all costs, losses, damages, expenses (including reasonable legal fees), liabilities, claims, and demands (collectively "Claims") arising or resulting from (i) a claim that the System, Work Product, or any deliverable or other product or service provided hereunder infringes a patent, copyright, trademark, trade secret, or other proprietary right of any third party; (ii) any third-party claim alleging a breach by the Contractor of any of its obligations regarding confidentiality or security hereunder; (iii) any third-party claim alleging a breach by the Contractor of any of its representations or warranties under the Contract.

The Contractor shall defend (at the Indemnified State Party's sole discretion), indemnify, and hold the State Indemnified Party harmless from any and all Claims arising or resulting from acts, omissions, or negligence on the part of the Contractor, its employees, or any person acting for or on its or their behalf relating to this Contract.

In each instance in which a State Indemnified Party seeks to have the Contractor defend a Claim, the State Indemnified Party shall provide the Contractor with prompt written notice of such Claim and reasonable assistance; provided that the State Indemnified Party will have the right to participate in such defense and negotiations using counsel at its own expense. The Contractor will obtain the State Indemnified Party's consent, which will not be unreasonably withheld, prior to entering into a settlement or compromise or consenting to any injunctive relief with respect to such Claim or action. In instances where the State Indemnified Party chooses to defend a Claim itself, the State Indemnified Party shall promptly notify the Contractor in writing of such choice. The Contractor shall promptly reimburse the State Indemnified Party for any fees for monies due as a result of the State Indemnified Party defending and resolving the claim or otherwise owed to the State Indemnified Party under this Section E.18.

E.19. Limitation of Legal Representation. Nothing contained herein shall be deemed to accord to the Contractor, through its attorney(s), the right to represent the State of Tennessee in any legal matter, such rights being governed by Tennessee Code Annotated, Section 8-6-106.

E.20. 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;
- 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 the Contractor in writing of a Breach.
 - (1) In event of a Breach by the Contractor, the State shall have available the remedy of Actual Damages and any other remedy available at law or equity.



- (2) Liquidated Damages— In the event of a Breach, the State may assess Liquidated Damages. The State shall notify the Contractor of amounts to be assessed as Liquidated Damages. The parties agree that due to the complicated nature of the Contractor's obligations under this Contract it would be difficult to specifically designate a monetary amount for a Breach by Contractor as said amounts are likely to be uncertain and not easily proven. Contractor hereby represents and covenants it has carefully reviewed the Liquidated Damages contained in Section E.28, and agrees that said amounts represent a reasonable relationship between the amount and what might reasonably be expected in the event of Breach, and are a reasonable estimate of the damages that would occur from a Breach. It is hereby agreed between the parties that the Liquidated Damages represent solely the damages and injuries sustained by the State in losing the benefit of the bargain with Contractor and do not include any injury or damage sustained by a third party. The Contractor agrees that the liquidated damage amount is in addition to any amounts Contractor may owe the State pursuant to the indemnity provision or other section of this Contract.

The State may continue to withhold the Liquidated Damages or a portion thereof until the Contractor cures the Breach, the State exercises its option to declare a Partial Default, or the State terminates the Contract. The State reserves the right to set off against any amounts owed the Contractor for any liquidated damages assessed by the State. The State is not obligated to assess Liquidated Damages before availing itself of any other remedy. The State may choose to discontinue Liquidated Damages and avail itself of any other remedy available under this Contract or at law or equity; provided, however, the Contractor shall receive a credit for said Liquidated Damages previously withheld except in the event of a Partial Default.

- (3) Reserved.
- (4) 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 the 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.21. 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 include any takeover or transfer of Contractor's software and source code and 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.22. Unencumbered Personnel. All persons assigned by the Contractor to perform services for the State under this Contract, whether they are employees, agents, subcontractors, or principals of the Contractor, shall not be subject to any employment contract or restrictive covenant provisions which would preclude those persons from performing the same or similar services for the State after the termination of this Contract, either as a State employee, an independent contractor, or an employee, agent, subcontractor or principal of another contractor with the State. If the Contractor provides the State with the services of any person subject to a restrictive covenant or contractual provision in violation of this provision, any such restrictive covenant or contractual provision will be void and unenforceable, and the Contractor will pay the State and any person involved all of its expenses, including attorneys' fees, caused by attempts to enforce such provisions.
- E.23. 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 pre-dispute arbitration agreement. No pre-dispute 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. Reserved.
- 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.23, “Federal Economic Stimulus Funding.”

E.24. Notice of Security Breach. In the event of an actual, threatened or suspected breach of security with respect to the System, the Contractor will take all steps necessary to stop such breach and mitigate any potential harm or further disclosure, loss or



destruction of State Data. The Contractor will immediately contact the State to discuss its corrective action plan. However, if time is critical, corrective action shall not be delayed if the State contact cannot be reached.

The Contractor's actions will include:

1. Confirm the actual, threatened or suspected breach of security;
2. Deny access from the source of the attack;
3. Investigate the extent of the damage, if any;
4. Backup the affected systems and those suspected to be affected;
5. Strengthen defenses everywhere, not just the suspected path that the attacker used;
6. Contact the internet service provider where the threat or attack originated and/or law enforcement to work with the Contractor' security team;
7. Produce an incident report within twenty-four (24) hours detailing the Contractor's findings;
8. Re-instate the denial of access after a set time period, but continue to monitor traffic from that source until risk of further attacks is deemed to be minimized; and
9. At the request of the affected state, provide no cost credit monitoring services for individuals that are deemed to be part of a potential disclosure.

If a breach of security or confidentiality occurs that requires notification to any impacted or potentially impacted individual or group under any privacy law, then the State shall have sole control over the timing, content, and method of such notification. The Contractor shall bear the cost of notification to individuals having personal identity information involved in a potential disclosure event, including individual letters and/or public notice.

- E.24.a. Notification of Third-Party Request for Data. Unless the notification is specifically precluded by such law, lawful order, or government authority, as applicable, the Contractor shall notify State in the event that the Contractor is required by law, lawful order of a court (including, without limitation, request for production of documents), or governmental authority to disclose State Data. In the event that the Contractor is required to produce or disclose State Data, unless prohibited as set forth above, then the Contractor shall provide the State with written notice of the request sufficiently in advance of the data specified for the production of the records so that the State can act to protect its data by, for example, seeking a protective order. In addition, the Contractor shall not release the data pending the outcome of any measures taken by State to contest, otherwise oppose, or seek to limit disclosure by the Contractor.
- E.24.b. State Data Ownership. All of State's data, records, lists, and other information to which the Contractor has access, or which is transmitted to, by, or through the System, or otherwise provided to the Contractor under this Agreement (the "State Data") shall be and remain the sole and exclusive property of the State, and the State shall retain exclusive rights and ownership thereto. The State Data shall not be used by the Contractor for any purpose other than as required under this Agreement, nor shall the State Data or any part of the State Data be aggregated, disclosed, sold, assigned, leased or otherwise disposed of to third parties by the Contractor or commercially exploited or otherwise used by or on behalf of the Contractor, its officers, directors, employees, subcontractors or agents.
- E.24.c. No Withholding of Services. The Contractor warrants that during the Term of this Agreement it will not withhold the System provided hereunder, for any reason,



including but not limited to a dispute between the parties arising under this Agreement, except as may be specifically authorized herein.

- E.24.d. Financial Wherewithal. Quarterly, during the Term, the Contractor shall provide State with all information reasonably requested by State to assess the overall financial strength and viability of the Contractor and the Contractor's ability to fully perform its obligations under this Agreement. In the event State concludes that the Contractor does not have the financial wherewithal to fully perform as required hereunder, State may terminate this Agreement without further obligation or liability by providing written notice to the Contractor. All information provided by Contractor shall be Contractor's Confidential Information and subject to the non-disclosure provisions concerning Contractor's Confidential Information.
- E.25. Federal Funding Accountability and Transparency Act (FFATA). This Contract requires the Contractor to provide supplies and/or services that are funded in whole or in part by federal funds that are subject to FFATA. The Contractor is responsible for ensuring that all applicable requirements, including but not limited to those set forth herein, of FFATA are met and that the Contractor provides information to the State as required.

The Contractor shall comply with the following:

a. Reporting of Total Compensation of the Contractor's Executives.

- (1) The Contractor shall report the names and total compensation of each of its five most highly compensated executives for the Contractor's preceding completed fiscal year, if in the Contractor's preceding fiscal year it received:
- i. 80 percent or more of the Contractor's annual gross revenues from federal procurement contracts and federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and sub-awards); and
 - ii. \$25,000,000 or more in annual gross revenues from federal procurement contracts (and subcontracts), and federal financial assistance subject to the Transparency Act (and sub-awards); and
 - iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at the following location, <http://www.sec.gov/answers/execomp.htm>.)

Executive means officers, managing partners, or any other employees in management positions.

- (2) Total compensation means the cash and noncash dollar value earned by the executive during the Contractor's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):
- i. Salary and bonus.
 - ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial



Accounting Standards No. 123 (Revised 2004) (FAS 123R), Share Based Payments.

- iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
 - iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
 - v. Above-market earnings on deferred compensation which is not tax qualified.
 - vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.
- b. The Contractor must report executive total compensation described above to the State by the end of the month during which this Contract is awarded.
 - c. If this Contract is amended to extend its term, the Contractor must submit an executive total compensation report to the State by the end of the month in which the amendment to this Contract becomes effective.
 - d. The Contractor will obtain a Data Universal Numbering System (DUNS) number and maintain its DUNS number for the term of this Contract. More information about obtaining a DUNS Number is found at: <http://fedgov.dnb.com/webform/>

The Contractor's failure to comply with the above requirements is a material breach of this Contract for which the State may terminate this Contract for cause. The State will not be obligated to pay any outstanding invoice received from the Contractor unless and until the Contractor is in full compliance with the above requirements.

E.26. Contract Services Transition. Upon termination of this Contract for whatever reason (expiration, termination, or transfer), the Contractor shall:

- a. assist the State to ensure an orderly transition to an organization designated by the State if requested in writing provided that such transition does not require the disclosure of Contractor's Confidential Information;
- b. advise the State of the extent to which performance has been completed through the date of expiration or termination;
- c. promptly refund any fees and expenses paid in advance to Contractor;
- d. coordinate with the State to return State Data, including, without limitation any information that is confidential to the State.

Within sixty (60) days of notice of termination of this Contract, the Contractor shall transfer to the State or its designee all required State data and records necessary to administer the program, subject to State and Federal confidentiality requirements. The transfer shall be made electronically via secure medium, in a file format to be determined based on the mutual agreement between the State and the Contractor. In addition, upon termination of this Contract all data owned by the State that is housed or processed within the Contractor's environment shall be removed and



returned to the State in a usable format acceptable to the State, unless the parties enter into a similar, successive contract.

- E.26.a. The Contractor shall deliver, FOB (free on board) destination, all records, documentation, reports, data, hard copy and electronic files, recommendations, etc., which were required to be produced under the terms of the Contract to the State and/or the State's designee promptly and with due diligence after receipt of the written request.
- E.26.b. The Contractor shall discontinue providing the service or accepting new assignments under the terms of this Contract, on the date specified by the State, in order to ensure the completion of such service prior to the termination of the Contract.
- E.26.c. The following terms shall survive termination or expiration of this Contract E(6), E8(a), E8(b), E8(c), E8(d), E17, E18, E26 and 29(b).
- E.27. Bankruptcy. The intellectual property licenses in this Contract are subject to 11 U.S.C. § 365(n) of the U.S. Bankruptcy Code. Prior to filing a petition in bankruptcy, the Contractor shall provide State with written notice of its intent to file such a petition. In addition, in the event that a petition for bankruptcy is filed against the Contractor, the Contractor shall promptly notify the State that such a petition has been filed.
- E.28. Performance Standards and Liquidated Damages. The Contractor shall comply with the minimum system and procedural performance requirements. At the first incident of failure to meet one or more of the defined performance standards, the State, in its independent discretion, may request a corrective action plan and establish an extension date by which the Contractor shall correct the deficiency. Continued failure to meet performance standards may result in the State deeming the contract to be in breach under Section E.20.

The following table defines the standards required for Contractor performance for the Project and associated liquidated damages, which the Contractor agrees to pay. The Contractor agrees that amounts set forth in the table below represent a reasonable estimate of damages that would occur from a breach due to Contractor's obligations under this Contract that might otherwise be difficult to assign a specific value.

PERFORMANCE STANDARDS	
Requirement	Damages
1. Failure to meet the required Maximum Implementation Date specified in Section E.29.i., for event(s) directly attributable to the Contractor.	One Million Dollars (\$1,000,000.00) per occurrence.
2. Failure to meet all RFP requirements as specified herein and any included in Contractor's proposal that later were found to be lacking, incorrect, or requiring customization to the system not previously identified.	Ten Thousand Dollars (\$10,000.00) per occurrence including the cost of delays caused by Contractor in making their system compliant.



3. Failure to meet Application System Availability thresholds as required by Section A.39.a.	Three Thousand Dollars (\$3,000.00) per day.
4. Failure to meet Application System Response Time threshold required by Section A.39.b.	One Thousand Dollars (\$1,000.00) per day
5. Failure to correct defects covered by the warranty required in Section E.29 or failure to correct defects covered within the timeframes stated in Section E.29.d.	Two Thousand Dollars (\$2,000.00) per day
6. Failure to make adequate progress pursuant to the Project Schedule as required by Sections A.44 and Section A.59 during any phase of the project.	Seven Hundred Dollars (\$700.00) per day
7. Failure to provide progress reports as required by Section D.12 within seven (7) days of the request.	Five Hundred Dollars (\$500.00) per day
8. Failure of the operation of any software program prepared by the Contractor, or the provision of incorrect instructions by the Contractor given for the implementation, operation, and use of any software programs, or the failure of the Contractor to repair or have repaired defects known to the Contractor in any hardware under the direction or control of the Contractor, any of which results in the incorrect processing of, or incorrect information being printed on, any notices or forms; incorrect issuance of benefits, or which results in the incorrect or untimely mailing of any document from the Project.	For costs directly attributable to the Contractor, damages include: (a) The actual costs for any excess mailing and postage; (b) The cost for additional computer time chargeable to the State by other State/Federal government agencies or private companies; (c) The cost associated with any fines or late fees that may be assessed against the State, (d) The cost required to correct the error or deficiency, and; (e) The cost of recovery efforts for any incorrectly issued benefits.

E.29. Warranty of System Products/Services.

E.29.a. General Terms.

- (1) The warranty language in this Section E.29 shall supersede any warranty language provided by the Uniform Computer Information Transactions Act (UCITA).
- (2) The Contractor expressly represents and warrants that the System, Software, Deliverables, Hosting Services, and any other products and services resulting from the Contractor's services hereunder (including any such material produced pursuant to change orders) shall be compliant in all respects with the requirements of the Contract, the related RFP, and any related change orders and will be free from errors, defects, deficiencies and deviations. Further, the Contractor represents and warrants that the products and services will perform in the manner required in the Contract, related RFP, and any related change



orders, so that the intended function and performance of the System, Software Deliverables, Hosting Services and any other products and services is accomplished in all respects as intended by the Contract, the related RFP, and any related change orders, and is consistent with the prevailing industry standards and best practices.

E.29.b. Warranty Periods.

- (1) The warranty period shall apply to the entire System and to products or services resulting from change orders and enhancements to the System, and shall be effective for the following periods:
 - i. Commencing on the date the Contractor provides a signed Certification of Implementation Phase Completion as set forth in Section A.102 for approval of the Integration Test certifying full functionality of the System by the State;
 - ii. Continues during the full Contract term from the Post Implementation Phase through any of the optional year(s) Maintenance and Support Phase;
 - iii. Extensions to the Contract term;
 - iv. a one (1) year warranty on any change orders and enhancements, beginning on the date the change order or enhancement receives written acceptance by the State of the product or services resulting from the change order
- (2) The warranty shall be applicable when State staff performs any function under direction of the Contractor during any turnover, training, or maintenance and support periods as defined in the Contract.

E.29.c. Warranty Coverage.

- (1) The warranty encompasses any errors, defects, deficiencies or deviations discovered in any products or services, including third-party software used for the design and operation of the System.
- (2) The warranty requires the correction by the Contractor of all products or services containing any errors, defects, deficiencies or deviations and any necessary modifications or revisions to products or services, including, by example, and not by limitation, the design, coding, and operation of the System's software to perform any function required by the Contract and related RFP, whether in the original contract or resulting from a change order requested by the State, or procured in any amendment to the Contract, in any interfaces that are created, and in any training manuals and system documentation provided by Contractor.

E.29.d. Time Frames for Warranty Services.

- (1) The Contractor must promptly, at the direction of, and within the time specified, by the State, correct any errors, defects, deficiencies or deviations from specifications and all the Project-related ABENDS, recurring errors, and performance or operational delays.
- (2) The Contractor shall provide emergency maintenance services to correct code problems or any performance or operational problems related to the design or coding of the system software, it's functioning or interfaces on a twenty-four (24) hours, seven (7) days a week basis.
- (3) The System, deliverables, software or any other products and services, as applicable, shall be either replaced, revised, repaired or corrected within twenty-one (21) calendar days of written notification by the State of the errors, defects, deficiencies or deviations; provided, however, that if the continued use of a



defective or deficient product or service would cause damage to the State system(s) or associated data, or would otherwise seriously impair, as determined by the State, the ability of users of the system(s) to do their jobs or the functions for which the system was established, then the Contractor shall act to repair the deficiencies immediately, unless an extension is otherwise granted in writing by the State. Failure by the Contractor to act immediately shall trigger the damages set forth in Section E.28.

- (4) The State, after making a warranty request, will determine when any errors, defects, deficiencies or deviations have been resolved.

E.29.e. Resources Required for Warranty Service.

The Contractor shall apply all necessary resources to correct the errors, defects, deficiencies or deviations without cost or expense to the State, and shall make these corrections within the time-frame specified by the State.

E.29.f. Failure to Provide Effective Warranty Services.

If the Contractor fails to repair an error, defect, deficiency or deviation for products or services covered by the warranty, the State may, at its option, act to correct or repair the error, defect, deficiency or deviation, and the Contractor shall be required to reimburse the State for all costs incurred to conduct the repair.

E.29.g. Contact for Warranty Services.

- (1) The Contractor will be the initial contact point for all warranty notifications and support requests, regardless of the perceived source of the problem.
- (2) The Contractor may elect to have telephone or on-site warranty repair or support services performed by subcontracted personnel; however, if this is the case, the Contractor shall be responsible for coordinating the effort so that the use of any third-party support is transparent to the State and so that the State shall not have to deal directly with the subcontractor.
- (3) The State reserves the right to approve subcontractors for warranty service, and the Contractor must obtain such approval from the State in writing prior to the Contractor's election to use a Subcontractor.

E.29.h. Maintenance of Operations and Services during Warranty Work.

The correction of errors, defects, deficiencies or deviations in work products/services shall not detract from or interfere with software maintenance or operational tasks.

E.29.i. Sufficient Diligence. The Contractor represents and warrants that, prior to entering into this Contract, it was provided with the opportunity to conduct all appropriate due diligence activities necessary or helpful in confirming that the Contractor had sufficient resources, technology, experience and access to information and assistance from the State to perform all services required by this Contract, including providing a fully implemented System pursuant to the terms and conditions of the Contract by no later than twenty four (24) months after contract execution, currently estimated by February 28, 2016, and at a cost of no more than the amount set forth in its response to the RFP.

E.29.j. Authority. The Contractor represents and warrants that the Contractor is organized, validly existing, and in good standing under the laws of the state of its incorporation, that it has the legal and corporate power and authority to enter into the Contract and carry out its duties and obligations hereunder, that it has sufficient rights and authority to grant the licenses set forth in Section E.8(b)(4) of this Contract, that the



person executing this Contract on behalf of the Contractor has sufficient authority, by operation of law or corporate act, to bind the Contractor by his or her signature to all obligations herein, and that the System and State use of the System in accordance with the terms of this Contract does not and shall not infringe upon, or constitute a misappropriation of, any patent, copyright, trademark, trade secret or other intellectual property or proprietary right of any third-party. As a condition precedent to the State executing this agreement, the Contractor shall deliver a certificate of good standing and authority to conduct business in the State.

- E.29.k Laws and Regulatory Requirements. The Contractor represents and warrants to the State that it shall perform all of its obligations hereunder in accordance with all applicable federal, state and local statutes, laws, rules, and regulations. The Contractor further represents and warrants to the State that the use of the System for its intended purpose shall comply with all applicable Regulatory Requirements. The Contractor further represents and warrants that during the term of this Agreement it shall develop and provide modifications to the System (collectively, "Regulatory Modifications"), whenever such modifications are recommended, mandated or required to allow the State to comply with any Regulatory Requirements. The Contractor shall provide to the State fully tested Regulatory Modifications that are required to comply with any such Regulatory Requirements sufficiently in advance of the date on which the State is required to comply with any such Regulatory Requirements so as to enable the State to adequately test and implement such Regulatory Modifications. "Regulatory Requirements" means federal, state and/or local governmental and quasi-governmental statutes, regulatory requirements, ordinances, policies, edicts, rules, guidelines or standards related to the State and their authorized user's use of the System or the functions of the System.
- E.29.l Compatibility. The Contractor represents and warrants that the System and specified hardware are fully compatible and interoperable with each other and with all third-party software and hardware products that the Contractor's marketing materials, product documentation, or RFP responses claim compatibility with.
- E.29.m Contractor Statements. The Contractor represents and warrants that the System, hardware, and other materials sold or licensed under the Contract fully comply with all of the Contractor's statements to the State and with all product demonstrations or other sales related exhibitions provided by the Contractor.
- E.29.n All Prerequisites Included. The Contractor represents and warrants that the deliverables provided by the Contract, including any configurations indicated for those deliverables, include all material, including software and intellectual property, necessary for the State to use, maintain and/or modify the System independent of the Contractor or any third party. The Contractor further represents and warrants that its response to the RFP identifies any software which is included in the deliverables and not licensed under Section E.8.b.(1), along with any restrictions on the activities which can be taken with respect to that software by any State.
- E.29.o Milestone Dates. The Contractor represents and warrants that the Contractor is able to perform all of its obligations on or before the dates set forth in the Master Project Work Plan.
- E.29.p Scalability. The Contractor represents and warrants that the System has the ability and the capacity to automatically scale up to meet the processing load of the State.



- E.29.q Disabling Codes. The Contractor represents and warrants that the System will not contain any timer, virus, adware, keystroke logger, Trojan horse, or other disabling routine that will impair the performance of the System or cause it to be made inoperable or incapable of being used by the State.
- E.29.r Services. The Contractor represents and warrants that it shall perform, complete, and provide all services in conformance with the requirements in the Contract, related RFP, and any applicable change orders in a good and workmanlike manner and in accordance with the highest comparable industry practices and standards that generally are applicable to services of a like kind; provided, however, that where this Contract specifies a particular standard or criteria for performance, this warranty is not intended to and does not diminish that standard or criteria for performance.
- E.29.s Pending Litigation. The Contractor represents and warrants that it is not a party to any material pending litigation and knows of no threatened material litigation regarding its products or services, including the System, any deliverables required by this Contract, or any Contractor rights set forth in Section E.8.
- E.29.t Hardware Sizing. The Contractor represents and warrants that the hardware and any related technological infrastructure that the Contractor provides or recommends is of sufficient capacity and capabilities to consistently and reliably meet the requirements of the Contract.
- E.29.u Data Loss. The Contractor represents and warrants that use of the System as contemplated hereunder including, without limitation, deliverables and any software, will not result in the loss, destruction, or deletion of any State data that is not retrievable or the alteration of any of the State data that is not easily reversed.
- E.29.v Legal Privacy and Confidentiality. Because the State will use the System to collect data and personal information about residents of certain U.S. states, the Contractor represents and warrants that (a) the System is as, or more, technologically secure as the highest comparable vendor security standards; and (b) upon request from the State, the Contractor shall provide a report comparing the security standards contained in the System and hardware to the then-current highest comparable security standards offered by other vendors.
- E.29.w Solvency. The Contractor represents and warrants that it is financially solvent and any financial information provided to the State is true and correct.
- E.29.x Personnel. The Contractor represents and warrants that the Contractor will perform full background checks, including criminal record checks, on all employees and subcontractor employees who will work at any of the State facilities or have access to State data.
- E.30. Tennessee Department of Revenue Registration. The Contractor shall be registered with the Department of Revenue for the collection of Tennessee sales and use tax. This registration requirement is a material requirement of this Contract.
- E.31. Right to Audit. The State reserves the right to audit the services provided by the Contractor.
- a. The Contractor shall provide access, with thirty (30) days' notice from the State, at any time during the term of this Contract, and for three (3) years after final contract payment (longer if required by law), to the State and/or its authorized representative to examine



and audit the services provided under this Contract. The State reserves the right to request that documentation be provided for review at the authorized representative's location, the State's location, or at the Contractor's corporate site.

- b. The Contractor shall provide reasonable cooperation with requests for information, which includes but is not limited to the timing of the audit, deliverables, data/information requests and the Contractor's response time to the State's questions during and after the process. The Contractor shall also provide a response to all "findings" received within thirty (30) days, or at a later date if mutually determined to be more reasonable based on the number and type of findings
- c. The State shall not be responsible for time or any costs incurred by the Contractor in association with an audit including, but not limited to, the costs associated with providing data, reports, documentation, systems access, or space

IN WITNESS WHEREOF,

GEOGRAPHIC SOLUTIONS INC:

5/1/2014
DATE

CONTRACTOR SIGNATURE

Paul Toomey, President

PRINTED NAME AND TITLE OF CONTRACTOR SIGNATORY (above)

DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT:

5/1/2014
DATE

Burns P. Phillips III, Commissioner



PRO FORMA CONTRACT ATTACHMENTS A-J

(See 33720-10014 Contract Attachments)



RFP ATTACHMENT 6.7: PERSONNEL RESUME FORMAT

Individual's Name
 Proposed Position
 Education Background

WORK EXPERIENCE

For each employer, provide the following information; indicate the most recent experience first.

- A. Employed from _____ to _____
 Employer's Name
 Job Title
 Project 1:
 Client's Name (if different from Employer)
 Project Name
 Project Start and End Date (include percent of time allotted to the project)
 Description of Project
 Individual's Job Title (include length of time position held)
 Individual's Project Duties and Responsibilities
 Individual's Experience With The Following (If Applicable):
 Analysis and planning of systems
 Project management
 System implementation
 Structured techniques
 Information engineering methodology
 Design and development or customization of systems
 Capacity planning and evaluation
 Developing training curricula
 Training users, operators, and/or technical personnel
- Project 2:
 Client's Name (if different from Employer)
 Project Name
 Project Start and End Date (include percent of time allotted to the project)
 Description of Project
 Individual's Job Title (include length of time position held)
 Individual's Project Duties and Responsibilities
 Individual's Experience With The Following (If Applicable):
 Analysis and planning of systems
 Project management
 System implementation
 Structured techniques
 Information engineering methodology
 Design and development of customizing of systems
 Capacity planning and evaluation
 Developing training curricula
 Training users, operators, and/or technical personnel
- Project 3: *(continue project sections as needed)*



Reference 1:
Name
Address
Position
Current Telephone Number

Reference 2:
Name
Address
Position
Current Telephone Number

B. Employed from _____ to _____
Employer's Name
Job Title

Project 1:

Project 2:

Project 3: (continue project sections as needed)

Reference 1:

Reference 2:

C. *(continue employment sections as needed)*



ATTACHMENT- H

ATTESTATION RE PERSONNEL USED IN CONTRACT PERFORMANCE

SUBJECT CONTRACT NUMBER:	Edison ID-41132
CONTRACTOR LEGAL ENTITY NAME:	Geographic Solutions, Inc.
FEDERAL EMPLOYER IDENTIFICATION NUMBER: (or Social Security Number)	593217769

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.

Paul Toomey President, Geographic Solutions

PRINTED NAME AND TITLE OF SIGNATORY

5/1/2014

DATE OF ATTESTATION