

Fiscal Review Committee Redaction Cover Sheet

Contract Number: App Serv_Amd 3_31516_Packet_022019 – Governmentjobs.com

 X No redactions required
 Redactions applied

Contractor/Service Provider Identity *(this includes addresses, phone numbers, service provider contact or officer information, and other information that could be used to identify the contractor or service provider)*

 Federal Employee Identification Number (FEIN)
 Contractor/Vendor Name

Purpose for Contractor/Vendor Name Redaction (if applicable)

Technology Details *(this includes database, operating system, development code, and any other information that would identify an area of weakness or an attack vector)*

 Product Name
 Associated Technology
 Other

Other Description: _____

February 20, 2019

Representative Ron Travis
Chairman, Fiscal Review Committee
G-102 Cordell Hull Bldg.
Nashville, TN 37243

Attn: Ms. Krista Lee Carsner

Dear Chairman Travis:

Please find attached, for the Fiscal Review Committee's consideration, documentation of an Amendment request pertaining to the State's contract with Government Jobs.com, d/b/a NEOGOV, Inc., for the provision of Applicant Services support, licensure, and maintenance services.

This contract is part of the State's ERP application offering and represents the employee Applicant Services functionality. This software is used by potential applicants applying for job opportunities within state government, agency HR personnel requesting job postings and reviewing/processing candidates for those postings and Department of Human Resources personnel administering the preferred service recruiting function. This application is used by all Executive Branch agencies.

This amendment is for a one year extension for ongoing support, maintenance, licensing, and software upgrades of the NeoGov application, the applicant services and employee recruiting functionality, offered as part of Edison. This amendment will allow the ERP team the additional time needed to convert from a third party application to an offering that is fully integrated with the State's ERP application.

Therefore, the Department of Finance and Administration is requesting a one-year extension and an increase in the contract value. There is a "Termination for Convenience" clause in the current contract, which would allow the State the flexibility to cancel the current contract as soon as the Edison-based applicant services system is implemented.

F&A respectfully requests to be placed on the agenda for the next Fiscal Review Committee meeting.

Thank you for your consideration of this request.

Sincerely,

Clyde Phillips
Enterprise Resource Planning Director

Supplemental Documentation Required for
Fiscal Review Committee

*Contact Name:	Sandy Strickland Blackwell	*Contact Phone:	615-253-2798		
*Presenter's name(s):	Clyde Phillips				
Edison Contract Number: <i>(if applicable)</i>	31516	RFS Number: <i>(if applicable)</i>	31701-17005		
*Original or Proposed Contract Begin Date:	4/25/12	*Current or Proposed End Date:	4/24/20		
Current Request Amendment Number: <i>(if applicable)</i>	3				
Proposed Amendment Effective Date: <i>(if applicable)</i>	4/25/19				
*Department Submitting:	Finance and Administration				
*Division:	Strategic Technology Solutions				
*Date Submitted:	February 20, 2019				
*Submitted Within Sixty (60) days:	Yes				
<i>If not, explain:</i>					
*Contract Vendor Name:	GovernmentJobs.com, d/b/a NeoGov, Inc.				
*Current or Proposed Maximum Liability:	\$668,855				
*Estimated Total Spend for Commodities:					
*Current or Proposed Contract Allocation by Fiscal Year: (as Shown on Most Current Fully Executed Contract Summary Sheet)					
Prior to FY: 2015	FY: 2015	FY: 2016	FY: 2017	FY: 2018	FY: 2019
\$143,438	\$68,000	\$71,000	\$68,000	\$113,709	\$113,709
*Current Total Expenditures by Fiscal Year of Contract: (attach backup documentation from Edison)					
Prior to FY: 2015	FY: 2015	FY: 2016	FY: 2017	FY: 2018	FY: 2019
\$143,438	\$68,000	\$71,000	\$68,000	\$87,500	\$87,500
IF Contract Allocation has been greater than Contract Expenditures, please give the reasons and explain where surplus funds were spent:			The yearly contract allocations were estimates. Actual usage differed from the estimates.		
IF surplus funds have been carried forward, please give the reasons and provide the authority for the carry forward provision:			The intent of this amendment is to use the unused funds to transition from this vendor to software provided by the current ERP vendor that more tightly integrates and aligns with the State's ERP application. Interdepartmental funds are from an internal service fund which closes each year to fund balance.		
IF Contract Expenditures exceeded Contract Allocation, please give the			Contract expenditures have not exceeded the contract maximum liability.		

Supplemental Documentation Required for
Fiscal Review Committee

reasons and explain how funding was acquired to pay the overage:			
*Contract Funding Source/Amount:			
State:		Federal:	
<i>Interdepartmental:</i>	\$577,855	<i>Other:</i>	
If “ <i>other</i> ” please define:			
If “ <i>interdepartmental</i> ” please define:		Agencies are billed on a transactional basis as part of the monthly Edison billing cycle.	
Dates of All Previous Amendments or Revisions: <i>(if applicable)</i>		Brief Description of Actions in Previous Amendments or Revisions: <i>(if applicable)</i>	
Amd. 1 - 4/10/14		Extended end date and increased contract value.	
Amd. 2 - 4/17/17		Extended end date and increased contract value.	
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?		N/A -- This amendment covers ongoing technical support, maintenance, and any software upgrades.	
*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.		Several vendors provide Applicant Services software. However, at the outset of the State’s ERP application offering, the NeoGov software provided the needed functionality to support the State’s civil service and now preferred services programs. The recent upgrade of the Human Capital Management application of the State’s ERP system positions the ERP division to acquire, install, test, and implement software provided by the current ERP vendor, which more tightly aligns and integrates with the State’s ERP application. Given this intent, it would not make financial or business sense to award a short-term contract to a different vendor.	

Rule Exception Request

Use this document to request changes to Central Procurement Office templates, policies, or other procurement documents or to modify the "necessary contract clauses" identified in Tenn. Comp. R. & Reg. 0690-03-01-.17 ("CPO Rule 17"). Complete this document in conformity with CPO Rule 17, which is available [here](#). Send the completed document in PDF format to: Agsprs.Agsprs@tn.gov All Rule Exception Requests are subject to review and approval by the Chief Procurement Officer. Rule Exception Requests that propose to modify any of CPO Rule 17's necessary contract clauses shall be subject to review and approval by the Comptroller of the Treasury. Note: Any change to the template language regarding the Limitation of Contractor's Liability shall be submitted using the Limitation of Contractor's Liability Request.

<p>APPROVED</p> <hr/> <p>CHIEF PROCUREMENT OFFICER</p>	<p>APPROVED</p> <hr/> <p>COMPTROLLER OF THE TREASURY</p>
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Agency request tracking #	31701-17005
1. Procuring Agency	F&A
2. Edison contract ID #	31516
3. Contractor or Grantee	GovernmentJobs.com, d/b/a NeoGov, Inc.
4. Contract's Effective Date	4/25/12
5. Contract or grant contract's Term (with ALL options to extend exercised)	96 months
6. Contract's Maximum Liability (with ALL options to extend exercised)	\$ 668,855
7. Citation and explanation of the rule(s) for which the exception is requested	<p>Tenn. Comp. R. & Regs., ch. 0690-03-01-.14(2)(c) CONTRACT TYPE, Term Contract-General. F&A Accounts and STS request an exception to allow a contract term longer than sixty (60) months.</p> <p>Description of requested changes If adding new provisions or modifying existing provisions, insert the new or modified provisions in their entirety. Please provide red-lines or track changes to highlight any deviations from template language.</p> <p>The term of the Contract shall be amended as follows:</p> <p>"B.1. This Contract shall be effective for the period beginning on April 25, 2012 ("Effective Date") and ending on April 24, 2020, ("Term"). The State shall have no obligation for goods delivered or services provided by the Contractor prior to the Effective Date."</p>
8. Scope of Goods or Services Caption: Merchant Services	
9. Justification	<p>This amendment is for a one year extension for ongoing support, maintenance, licensing, and software upgrades of the NeoGov application, the applicant services and employee recruiting functionality, offered as part of Edison. This amendment will allow the ERP team the additional time needed to covert from a third party application to an offering that is fully integrated with the State's ERP application.</p>
Signature of Agency head or designee and date	<p><i>Buddy Lee, ASSISTANT COMMISSIONER</i> 2-14-19</p>

cy19-12738

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

Michael F. Perry, Chief Procurement Officer by T. L. Stuart CPO Attorney

Digitally signed by Michael F. Perry, Chief Procurement Officer by T. L. Stuart CPO Attorney
DN: cn=Michael F. Perry, Chief Procurement Officer by T. L. Stuart CPO Attorney,
o=Central Procurement Office, ou=DCS, email=toni.stuart@tn.gov, c=US
Date: 2019.02.16.10:56:37 -0600

CHIEF PROCUREMENT OFFICER

DATE

Agency request tracking #	31701-17005	
1. Procuring Agency	F&A	
2. Contractor	GovernmentJobs.com, d/b/a NeoGov, Inc.	
3. Edison contract ID #	31516	
4. Proposed amendment #	3	
5. Contract's Original Effective Date		4/25/12
6. Current end date		4/24/19
7. Proposed end date		4/24/20
8. Current Maximum Liability or Estimated Liability		\$ 577,855.00
9. Proposed Maximum Liability or Estimated Liability		\$ 668,855.00
10. Strategic Technology Solutions 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 type="checkbox"/> Not Applicable	<input checked="" type="checkbox"/> Attached
13. Explain why the proposed amendment is needed	<p>This amendment is for a one year extension for ongoing support, maintenance, licensing, and software upgrades of the NeoGov application, the applicant services and employee recruiting functionality, offered as part of Edison. This amendment will allow the ERP team the additional time needed to covert from a third party application to an offering that is fully integrated with the State's ERP application.</p>	
14. If the amendment involves a change in Scope, describe efforts to identify reasonable, competitive, procurement alternatives to amending the contract.		

Agency request tracking #	31701-17005
There is no change in scope.	
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)	
<i>Buddy Lee, ASSISTANT COMMISSIONER 2-14-19</i>	



STS Pre-Approval Endorsement Request E-Mail Transmittal

Received by STS on Monday, January 14, 2019

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

FROM : Sandy Strickland
E-mail : sandy.strickland@tn.gov

DATE : January 14, 2019

RE : Request for STS Pre-Approval Endorsement

Applicable RFS # 31516

State Security Confidential Information Applicability

Under Tenn. Code Ann. §10-7-504(i) vendor identity or a description of the goods or services provided by the vendor shall be confidential.

- Applicable
 Not Applicable

Additional language is attached and endorsement is contingent upon inclusion of this additional language:

- Applicable
 Not Applicable

STS Endorsement Signature & Date:

**Stephanie Dedmon,
CIO (WMH)**

Digitally signed by Stephanie Dedmon, CIO (WMH)
DN: cn=Stephanie Dedmon, CIO (WMH), o=Tennessee
Department of Finance and Admin, ou=Strategic
Technology Solutions, email=william.hafley@tn.gov, c=US
Date: 2019.01.24 18:18:56 -06'00'

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	F&A
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Applicable RFS # 31516	
Agency Contact (name, phone, e-mail)	Sandy Strickland, 615-253-2798, sandy.strickland@tn.gov
<p>Attachments Supporting Request (mark all applicable)</p> <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> <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) </p>	
<p>Information Systems Plan (ISP) Project Applicability</p> <p>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.</p> <p>IT Director/Staff Name Confirming (required):</p> <p> <input type="checkbox"/> Applicable – Approved ISP Project# <input checked="" type="checkbox"/> Not Applicable </p>	
<p>Subject Information Technology Service Description</p> <p>Provide a brief summary of the information technology services involved. Clearly identify included technologies such as system development/maintenance, security, networking, <i>etc.</i> As applicable, identify the contract or solicitation sections related to the IT services.</p> <p>This amendment is to extend the current NeoGov contract for one year. This contract is part of the State's ERP application offering and represents the employee applicant services functionality. This software is used by potential applicants applying for job opportunities within state government, agency HR personnel requesting job postings and reviewing/processing candidates for those postings, and Department of Human Resources personnel administering the preferred service recruiting function.</p>	

Attachment: STS Endorsement Conditions

This STS endorsement is contingent upon modification of the procurement documents as described below.

STS endorses 31516 Amendment 3 with the understanding that the amendment is modified as follows.

Delete A.18 and add the following language to Section E.

E.#. Contractor Hosted Services Confidential Data, Audit, and Other Requirements

- a. "Confidential State Data" is defined as data deemed confidential by State or Federal statute or regulation. The Contractor shall protect Confidential State Data as follows:
- (1) The Contractor shall ensure that all Confidential State Data is housed in the continental United States, inclusive of backup data.
 - (2) The Contractor shall encrypt Confidential State Data at rest and in transit using the current version of Federal Information Processing Standard ("FIPS") 140-2 validated encryption technologies.
 - (3) The Contractor and the Contractor's processing environment containing Confidential State Data shall either (1) be in accordance with at least one of the following security standards: (i) International Standards Organization ("ISO") 27001; (ii) Federal Risk and Authorization Management Program ("FedRAMP"); or (2) be subject to an annual engagement by a CPA firm in accordance with the standards of the American Institute of Certified Public Accountants ("AICPA") for a System and Organization Controls for service organizations ("SOC") Type II audit. The State shall approve the SOC audit control objectives. The Contractor shall provide proof of current ISO certification or FedRAMP authorization for the Contractor and Subcontractor(s), or provide the State with the Contractor's and Subcontractor's annual SOC Type II audit report within 30 days from when the CPA firm provides the audit report to the Contractor or Subcontractor. The Contractor shall submit corrective action plans to the State for any issues included in the audit report within 30 days after the CPA firm provides the audit report to the Contractor or Subcontractor.

If the scope of the most recent SOC audit report does not include all of the current State fiscal year, upon request from the State, the Contractor must provide to the State a letter from the Contractor or Subcontractor stating whether the Contractor or Subcontractor made any material changes to their control environment since the prior audit and, if so, whether the changes, in the opinion of the Contractor or Subcontractor, would negatively affect the auditor's opinion in the most recent audit report. No additional funding shall be allocated for these certifications, authorizations, or audits as these are included in the Maximum Liability of this Contract.

- (4) The Contractor must annually perform Penetration Tests and Vulnerability Assessments against its Processing Environment. "Processing Environment" shall mean the combination of software and hardware on which the Application runs. "Application" shall mean the computer code that supports and accomplishes the State's requirements as set forth in this Contract. "Penetration Tests" shall be in the form of attacks on the Contractor's computer system, with the purpose of discovering security weaknesses which have the potential to gain access to the Processing Environment's features and data. The "Vulnerability Assessment" shall be designed and executed to define, identify, and classify the security holes (vulnerabilities) in the Processing Environment. The Contractor shall allow the State,

Attachment: STS Endorsement Conditions

This STS endorsement is contingent upon modification of the procurement documents as described below.

at its option, to perform Penetration Tests and Vulnerability Assessments on the Processing Environment.

- (5) Upon State request, the Contractor shall provide a copy of all Confidential State Data it holds. The Contractor shall provide such data on media and in a format determined by the State.
- (6) Upon termination of this Contract and in consultation with the State, the Contractor shall destroy all Confidential State Data it holds (including any copies such as backups) in accordance with the current version of National Institute of Standards and Technology ("NIST") Special Publication 800-88. The Contractor shall provide a written confirmation of destruction to the State within ten (10) business days after destruction.

b. Minimum Requirements

- (1) The Contractor and all data centers used by the Contractor to host State data, including those of all Subcontractors, must comply with the State's Enterprise Information Security Policies as amended periodically. The State's Enterprise Information Security Policies document is found at the following URL: <https://www.tn.gov/finance/strategic-technology-solutions/strategic-technology-solutions/sts-security-policies.html>.
- (2) The Contractor agrees to maintain the Application so that it will run on a current, manufacturer-supported Operating System. "Operating System" shall mean the software that supports a computer's basic functions, such as scheduling tasks, executing applications, and controlling peripherals.
- (3) If the Application requires middleware or database software, Contractor shall maintain middleware and database software versions that are at all times fully compatible with current versions of the Operating System and Application to ensure that security vulnerabilities are not introduced.

c. Comptroller Audit Requirements

Upon reasonable notice and at any reasonable time, the Contractor and Subcontractor(s) agree to allow the State, the Comptroller of the Treasury, or their duly appointed representatives to perform information technology control audits of the Contractor and all Subcontractors used by the Contractor. Contractor will maintain and cause its Subcontractors to maintain a complete audit trail of all transactions and activities in connection with this Contract. Contractor will provide to the State, the Comptroller of the Treasury, or their duly appointed representatives access to Contractor and Subcontractor(s) personnel for the purpose of performing the information technology control audit.

The information technology control audit may include a review of general controls and application controls. General controls are the policies and procedures that apply to all or a large segment of the Contractor's or Subcontractor's information systems and applications and include controls over security management, access controls, configuration management, segregation of duties, and contingency planning. Application controls are directly related to the application and help ensure that transactions are complete, accurate, valid, confidential, and available. The audit shall include the Contractor's and Subcontractor's compliance with the State's Enterprise Information Security Policies and all applicable requirements, laws, regulations or policies.

Attachment: STS Endorsement Conditions

This STS endorsement is contingent upon modification of the procurement documents as described below.

The audit may include interviews with technical and management personnel, physical inspection of controls, and review of paper or electronic documentation.

For any audit issues identified, the Contractor and Subcontractor(s) shall provide a corrective action plan to the State within 30 days from the Contractor or Subcontractor receiving the audit report.

Each party shall bear its own expenses incurred while conducting the information technology controls audit.



HR Pre-Approval Endorsement Request E-Mail Transmittal

TO : Department of Human Resources
E-mail : DOHR.Contracts@tn.gov

FROM : Sandy Strickland
E-mail : sandy.strickland@tn.gov

DATE : January 14, 2019

RE : Request for Human Resources Pre-Approval Endorsement

Applicable RFS # 31516

Human Resources Endorsement Signature & Date:

Rebecca B. Hunter, UAF
Department of Human Resources

1/15/19

Department of Human Resources (HR) pre-approval endorsement is required pursuant to procurement regulations pertaining to contracts with an individual; contracts that involve training State employees (except training pursuant to an information technology system procurement); or services relating to the employment of current or prospective state employees (interviewing, screening, evaluating, *et cetera*). This request seeks to ensure that HR 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 HR endorsement of the described procurement (with the appropriate signature above), and return this document via e-mail at your earliest convenience.

Contracting Agency	F&A
Agency Contact (name, phone, e-mail)	Sandy Strickland, 615-253-2798, sandy.strickland@tn.gov
Attachments Supporting Request (as applicable – copies without signatures acceptable)	
<input type="checkbox"/> Solicitation Document <input type="checkbox"/> Special Contract Request <input checked="" type="checkbox"/> Amendment Request <input checked="" type="checkbox"/> Proposed contract or amendment	
Subject HR Service Description (Brief summary of HR services involved. As applicable, identify the contract and solicitation sections related to the HR services.)	
<p>This amendment is to extend the current NeoGov contract for one year. This contract is part of the State's ERP application offering and represents the employee applicant services functionality. This software is used by potential applicants applying for job opportunities within state government, agency HR personnel requesting job postings and reviewing/processing candidates for those postings, and Department of Human Resources personnel administering the preferred service recruiting function.</p>	



CONTRACT AMENDMENT COVER SHEET

Agency Tracking # 31701-17005	Edison ID 31516	Contract # FA-12-38941	Amendment # 3		
Contractor Legal Entity Name GovernmentJobs.com, d/b/a NEOGOV, Inc.			Edison Vendor ID 19519		
Amendment Purpose & Effect(s) This amendment extends the contract by one year and increases the maximum liability.					
Amendment Changes Contract End Date: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO		End Date: April 24, 2020			
TOTAL Contract Amount INCREASE or DECREASE per this Amendment (zero if N/A):			\$ 91,000.00		
Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
Prior to 2015			\$143,438.00		\$143,438.00
2015			\$68,000.00		\$68,000.00
2016			\$71,000.00		\$71,000.00
2017			\$68,000.00		\$68,000.00
2018			\$87,500.00		\$87,500.00
2019			\$139,917.00		\$139,917.00
2020			\$91,000.00		\$91,000.00
TOTAL:			\$668,855.00		\$668,855.00
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.				<i>CPO USE</i>	
Speed Chart (optional)		Account Code (optional)			

**AMENDMENT 3
OF CONTRACT 31516**

This Amendment is made and entered by and between the State of Tennessee, Department of Finance and Administration, hereinafter referred to as the “State” and GovernmentJobs.com, d/b/a NEOGOV, 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. Contract section A.18 is deleted in its entirety.
2. Contract section B.1 is deleted in its entirety and replaced with the following:
 - B.1. This Contract shall be effective for the period beginning on April 25, 2012 (“Effective Date”) and ending on April 24, 2020, (“Term”). The State shall have no obligation for goods delivered or services provided by the Contractor prior to the Effective Date.
3. 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 Six Hundred Sixty-Eight Thousand, Eight Hundred Fifty-Five Dollars and No Cents (\$668,855.00) (“Maximum Liability”). This Contract does not grant the Contractor any exclusive rights. The State does not guarantee that it will buy any minimum quantity of goods or services under this Contract. Subject to the terms and conditions of this Contract, the Contractor will only be paid for goods or services provided under this Contract after a purchase order is issued to Contractor by the State or as otherwise specified by this Contract.
4. Contract section C.3.c is deleted in its entirety and replaced with the following:

C.3.c. Annual Hosting Fee and Licensure:

Annual Hosting Fee and Licensure	Amount (per compensable increment)
Annual Hosting Fee, Years 1 to 4	\$56,000.00
Annual Hosting Fee, Year 5	\$14,000.00
Annual Hosting Fee, Year 6	\$ 17,500.00
Annual Hosting Fee, Year 7	\$ 17,500.00
Annual Hosting Fee, Year 8	\$ 18,200.00
Licensure, Years 1 to 4	\$216,000.00
Licensure, Year 5	\$54,000.00
Licensure, Year 6	\$ 70,000.00
Licensure, Year 7	\$ 70,000.00
Licensure, Year 8	\$ 72,800.00

5. The following is added as Contract section E.19.
 - E.19. Contractor Hosted Services Confidential Data, Audit, and Other Requirements
 - a. “Confidential State Data” is defined as data deemed confidential by State or Federal statute or regulation. The Contractor shall protect Confidential State Data as follows:

- (1) The Contractor shall ensure that all Confidential State Data is housed in the continental United States, inclusive of backup data.
- (2) The Contractor shall encrypt Confidential State Data at rest and in transit using the current version of Federal Information Processing Standard (“FIPS”) 140-2 validated encryption technologies.
- (3) The Contractor and the Contractor’s processing environment containing Confidential State Data shall either (1) be in accordance with at least one of the following security standards: (i) International Standards Organization (“ISO”) 27001; (ii) Federal Risk and Authorization Management Program (“FedRAMP”); or (2) be subject to an annual engagement by a CPA firm in accordance with the standards of the American Institute of Certified Public Accountants (“AICPA”) for a System and Organization Controls for service organizations (“SOC”) Type II audit. The Contractor shall provide proof of current ISO certification or FedRAMP authorization for the Contractor, or provide the State with the Contractor’s annual SOC Type II audit report within 30 days from when the CPA firm provides the audit report to the Contractor.

If the scope of the most recent SOC audit report does not include all of the current State fiscal year, upon request from the State, the Contractor must provide to the State a letter from the Contractor stating whether the Contractor made any material changes to their control environment since the prior audit and, if so, whether the changes, in the opinion of the Contractor, would negatively affect the auditor’s opinion in the most recent audit report. No additional funding shall be allocated for these certifications, authorizations, or audits as these are included in the Maximum Liability of this Contract.

- (4) The Contractor must annually perform Penetration Tests and Vulnerability Assessments against its Processing Environment. “Processing Environment” shall mean the combination of software and hardware on which the Application runs. “Application” shall mean the computer code that supports and accomplishes the State’s requirements as set forth in this Contract. “Penetration Tests” shall be in the form of attacks on the Contractor’s computer system, with the purpose of discovering security weaknesses which have the potential to gain access to the Processing Environment’s features and data. The “Vulnerability Assessment” shall be designed and executed to define, identify, and classify the security holes (vulnerabilities) in the Processing Environment. The Contractor shall allow the State, at its option, to perform Penetration Tests and Vulnerability Assessments on the Processing Environment.
- (5) Upon State request, the Contractor shall provide a copy of all data listed in the Final Data Extraction (Annex A) attached hereto.
- (6) Upon termination of this Contract and in consultation with the State, the Contractor shall destroy all Confidential State Data it holds (including any copies such as backups) in accordance with the current version of National Institute of Standards and Technology (“NIST”) Special Publication 800-88. The Contractor shall provide a written confirmation of destruction to the State within ten (10) business days after destruction.

b. Minimum Requirements

- (1) The Contractor and all data centers used by the Contractor to host State data must comply with the Contractor’s Information Security Policies as amended periodically. Contractor shall provide notice to the State should any material change to Contractor’s Information Security Policies occur. Contractor warrants that any material change to the Information Security Policies or controls shall not materially degrade the security of the services. Contractor’s Information Security Policies shall be considered confidential information if permitted by local law.
- (2) The Contractor agrees to maintain the Application so that it will run on a current, manufacturer-supported Operating System. “Operating System” shall mean the software

that supports a computer's basic functions, such as scheduling tasks, executing applications, and controlling peripherals.

- (3) If the Application requires middleware or database software, Contractor shall maintain middleware and database software versions that are at all times fully compatible with current versions of the Operating System and Application to ensure that security vulnerabilities are not introduced.

c. Comptroller Audit Requirements

No more than once in any 12-month period, upon thirty (30) day written notice to Contractor, the Contractor agrees to allow the State, the Comptroller of the Treasury, or their duly appointed representatives to perform information technology control audits of the Contractor. Contractor will provide to the State, the Comptroller of the Treasury, or their duly appointed representatives access to Contractor personnel for the purpose of performing the information technology control audit.

The information technology control audit may include a review of general controls and application controls. General controls are the policies and procedures that apply to all or a large segment of the Contractor's information systems and applications and include controls over security management, access controls, configuration management, segregation of duties, and contingency planning. Application controls are directly related to the application and help ensure that transactions are complete, accurate, valid, confidential, and available. The audit shall include the Contractor's compliance with the State's Enterprise Information Security Policies and all applicable requirements, laws, regulations or policies.

The audit may include interviews with technical and management personnel, physical inspection of controls, and review of paper or electronic documentation.

For any audit issues identified, the Contractor shall provide a corrective action plan to the State within 30 days from the Contractor receiving the audit report.

Each party shall bear its own expenses incurred while conducting the information technology controls audit. Such Audit shall be conducted in a manner that does not disrupt Contractor's ordinary business activities.

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 April 25, 2019. All other terms and conditions of this Contract not expressly amended herein shall remain in full force and effect.

IN WITNESS WHEREOF,

GOVERNMENTJOBS.COM, D/B/A NEOGOV, INC.:

SIGNATURE

DATE

PRINTED NAME AND TITLE OF SIGNATORY (above)

DEPARTMENT OF FINANCE AND ADMINISTRATION:

STUART MCWHORTER, COMMISSIONER

DATE

Annex A: Insight Enterprise Final Data Extraction

Upon termination or cancellation of the Insight Enterprise license, the former NEOGOV customer will receive a set of files with their data as specified below. These files are in .csv format and the first row contains the column header.

Each section below represents a separate file that is provided. The bulleted items are the column headings contained within that file.

Master Profile

- MasterProfileID
- PersonID
- FirstName
- MiddleName
- LastName
- Address1
- Address2
- City
- State
- Zip
- Country
- HomePhone
- AlternatePhone
- DriverLicense
- DriverLicenseState
- DriverLicenseNumber
- DriverLicenseClass
- LicenseCertNumber
- CurrentEmp
- PreviousEmp
- CurrentDepartment
- PreviousDepartment
- Nepotism
- Conviction
- Discharge
- Disability
- Veteran
- LegalWork
- EthnicCode
- GenderCode
- AgeGroupCode
- SourceCode
- LastUpdated
- LastUpdatedUserType
- LastUpdatedBy
- DateCreated
- CreatedBy
- IneligibleToApply
- IneligibleReason

- Email
- NotificationType_cd
- EmployeeID
- FormerLastName
- BirthMonthDay
- IneligibleToApplyExp
- DuplicatedRecordFlag
- PrimaryMasterProfileID
- seniorityDate
- SSNLast4 (*if used by employer as Candidate ID method*)
- SSN (*if used by employer as Candidate ID method*)
- ConvictionDetails

Applications

- ResumeReceivedID
- JobID
- PersonID
- firstName
- LastName
- SSN (*if used by employer as Candidate ID method*)
- address1
- address2
- city
- state
- zip
- email
- homePhone
- alternatePhone
- driverLicense
- driverLicenseNumber
- driverLicenseState
- driverLicenseClass
- legalRighttoWorkinUS
- highestLevelOfEducation
- preferredSalary
- willingToRelocate
- objective
- typeOfPos
- typeOfShift
- typeOfWork
- Education (repeated for multiple records):
 - schoolName
 - schoolURL
 - city
 - state
 - country
 - startMonth
 - endMonth

- startYear
- endYear
- graduate
- Major
- degree
- Certificates & Licenses (repeated for multiple records):
 - type
 - dateIssuedMonth
 - dateIssuedYear
 - dateExpiresMonth
 - dateExpiresYear
 - licenseNumber
 - issuingAgency Cert
- Skills (repeated for multiple records):
 - skillName
 - yearsExperience
 - monthExperience
 - skillLevel
- Additional Info(repeated for multiple records):
 - description
 - addInfoTitle
- References (repeated for multiple records):
 - type
 - firstName
 - LastName
 - title
 - address1
 - address2
 - city
 - state
 - zip
 - email
 - phone
- Agency-wide Questions (AWQs): question responses for all AWQs

Requisitions

- reqID
- classTitle
- classCode
- creator
- desiredStartDate
- requisition
- workingTitle
- vacancies
- department
- division
- jobTerm
- listType
- positionType

- skills
- comments
- authComments
- Position Data (repeated for multiple records): number,firstName,lastName,vacancyDate

Class Specifications

- ClassSpecID
- classTitle
- classCode
- description
- examplesOfDuties
- minimumRequirements
- establishedDate
- lastRevisedDate
- salaryMin
- salaryMax
- per
- bargainingUnit
- physicalClass
- benefitCode
- occupationalGroup

Jobs

- JobID
- jobNumber
- ClassSpecID
- jobTitle
- examPlanID
- examNumber
- closingDateTime
- salary
- jobType
- location
- benefits
- *large text field 1*
- *large text field 2*
- *large text field 3*
- *large text field 4*

Exam Plans

- examPlanID
- examNumber
- jobNumber
- jobTitle
- classTitle
- examType
- jobType
- department

- division
- vacancies
- jobLine
- printBulletins
- numberOfBulletins
- foldOut
- comments

Eligible Lists/Hires

- eligibleListID
- listName
- examNumber
- JobID
- jobTitle
- jobNumber
- classSpecCode
- classSpecTitle
- examType
- jobType
- department
- examRank
- examScore
- ResumeReceivedID
- PersonID
- dateReceived
- eligibleResumeID
- eligibleDate
- daysOfService
- hireDate
- notificationType
- waiversUsed
- status
- expires
- candidateFirstName
- candidateLastName
- comments