



STATE OF TENNESSEE
DEPARTMENT OF ENVIRONMENT AND CONSERVATION
NASHVILLE, TENNESSEE 37243-0435

DAVID W. SALYERS, P.E.
COMMISSIONER

BILL LEE
GOVERNOR

July 9, 2019

The Honorable Ron Travis
Chairman, Fiscal Review Committee
Suite G-102, Cordell Hull Bldg.
425 Fifth Avenue North
Nashville, Tennessee 37243

Dear Chairman Travis:

The Tennessee Department of Environment and Conservation requests approval to execute a contract with Windsor Solutions, Inc. to implement an online customer portal for the collection of electronic permit applications and to flow the collected data to TDEC's internal Oracle database for application processing.

A centralized permitting solution, such as this, will comply with the Environmental Protection Agency's (EPA) National Pollutant Discharge Elimination Systems Program (NPDES) Electronic Reporting Rule and Cross Media Electronic Reporting Rule (CROMERR), streamline and replace a paper process, and allow citizens to submit and employees to review permit applications electronically.

Thank you for your consideration of this request.

Sincerely,

David W. Salyers w/perm. JZH

David W. Salyers, P.E.
Commissioner

Supplemental Documentation Required for
Fiscal Review Committee

*Contact Name:	Ian Jakul	*Contact Phone:	615-532-0339	
*Presenter's name(s):	Emily Urban			
Edison Contract Number: <i>(if applicable)</i>	TBD	RFS Number: <i>(if applicable)</i>	32701-03849	
*Original or Proposed Contract Begin Date:	November 2, 2019	*Current or Proposed End Date:	October 31, 2024	
Current Request Amendment Number: <i>(if applicable)</i>	N/A, new procurement			
Proposed Amendment Effective Date: <i>(if applicable)</i>	N/A, new procurement			
*Department Submitting:	Environment and Conservation			
*Division:	Water Resources			
*Date Submitted:	July 8, 2019			
*Submitted Within Sixty (60) days:	Yes			
<i>If not, explain:</i>	N/A			
*Contract Vendor Name:	Windsor Solutions, Inc.			
*Current or Proposed Maximum Liability:	\$500,000.00			
*Estimated Total Spend for Commodities:				
*Current or Proposed Contract Allocation by Fiscal Year: <i>(as Shown on Most Current Fully Executed Contract Summary Sheet)</i>				
FY: 2020	FY: 2021	FY: 2022	FY: 2023	FY: 2024
\$260,000.00	\$60,000.00	\$60,000.00	\$60,000.00	\$60,000.00
*Current Total Expenditures by Fiscal Year of Contract: <i>(attach backup documentation from Edison)</i>				
FY:	FY:	FY:	FY:	FY:
\$	\$	\$	\$	\$
IF Contract Allocation has been greater than Contract Expenditures, please give the reasons and explain where surplus funds were spent:		N/A, new procurement		
IF surplus funds have been carried forward, please give the reasons and provide the authority for the carry forward provision:		N/A, new procurement		
IF Contract Expenditures exceeded Contract Allocation, please give the reasons and explain how funding was acquired to pay the overage:		N/A, new procurement		
*Contract Funding Source/Amount:				

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State:	\$450,000.00	Federal:	\$50,000.00
<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>	
N/A, new procurement		N/A, new procurement	
Method of Original Award: <i>(if applicable)</i>		Sole Source Procurement	
<p>*What were the projected costs of the service for the entire term of the contract prior to contract award? How was this cost determined?</p>		<p>\$500,000.00</p> <p>STS prepared and provided a requirements document to each vendor evaluated. Each EPA CROMERR-compliant vendor provided a demonstration and an estimate of cost to an agency evaluation panel. The panel also reviewed a proposal from STS for an in-house solution, including costs. STS prepared a findings document to summarize each vendor solution.</p>	
<p>*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.</p>		<p>DWR obtained a list of all CROMERR certified software approved by EPA. All contractors listed were evaluated. Two vendors offered a viable solution and demonstrated their product to TDEC.</p> <p>The vendor that was not selected offered an end-to-end solution that would have created an unnecessary disruption to current business practices by requiring a complete redesign of internal data collection infrastructure. For nearly 20 years DWR has built the architecture to enter and maintain data elements, allowing DWR to oversee regulated entities and report required information to EPA and state legislature.</p> <p>The proposed contract vendor was selected because the vendor meets the following criteria:</p>	

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	<ol style="list-style-type: none">1. Offers a solution that has been approved by EPA for use by other states. Due to this, EPA offers a streamlined CROMERR approval process.2. Has specific software that captures environmental program and permitting data.3. The solution allows TDEC to collect data directly from the public and achieve compliance with the December 2020 eReporting deadline.4. Experienced with the federal eReporting rule with the proven success of developing OpenNode2 for Phase 1 of the eReporting rule, which is currently integrated into DWR's Oracle database for the purpose of reporting permitting, enforcement, and inspection information to EPA.5. Offers a competitively priced à la carte product that will allow DWR the ability to capture necessary data for the eReporting rule which will integrate into TDEC's existing infrastructure with minimal interruption. This will significantly shorten the development time and implementation cost.6. Offers cloud based solutions that provide TDEC the ability to download information onto TDEC servers, if TDEC chooses to transition the data to internal servers. <p>Based on this, the agency has determined that there are no other competitive vendors available and is requesting a sole-source contract.</p>
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**CONTRACT**

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

Begin Date November 1, 2019	End Date October 31, 2024	Agency Tracking # 32701-03849	Edison Record ID		
Contractor Legal Entity Name Windsor Solutions, Inc.			Edison Vendor ID 0000000000		
Goods or Services Caption (one line only) Implementation of an online customer portal for permit applications					
Contractor <input checked="" type="checkbox"/> Contractor		CFDA # 66.605			
Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
2020	210,000.00	50,000.00			260,000.00
2021	60,000.00				60,000.00
2022	60,000.00				60,000.00
2023	60,000.00				60,000.00
2024	60,000.00				60,000.00
TOTAL:	450,000.00	50,000.00			500,000.00
Contractor Ownership Characteristics:					
<input type="checkbox"/> Minority Business Enterprise (MBE): <input type="checkbox"/> African American <input type="checkbox"/> Asian American <input type="checkbox"/> Hispanic American <input type="checkbox"/> Native American					
<input type="checkbox"/> Woman Business Enterprise (WBE)					
<input type="checkbox"/> Tennessee Service Disabled Veteran Enterprise (SDVBE)					
<input type="checkbox"/> Disabled Owned Business (DSBE)					
<input type="checkbox"/> Tennessee Small Business Enterprise (SBE): \$10,000,000.00 averaged over a three (3) year period or employs no more than ninety-nine (99) employees.					
<input type="checkbox"/> Government <input type="checkbox"/> Non-Minority/Disadvantaged <input type="checkbox"/> Other:					
Selection Method & Process Summary (mark the correct response to confirm the associated summary)					
<input type="checkbox"/> Competitive Selection					
<input checked="" type="checkbox"/> Other Sole Source					
Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.					
Speed Chart (optional) EN00019126		Account Code (optional) 72203000 72102000			

**CONTRACT
BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF ENVIRONMENT AND CONSERVATION
AND
WINDSOR SOLUTIONS, INC.**

This Contract, by and between the State of Tennessee, Department of Environment and Conservation ("State") and Windsor Solutions, Inc. ("Contractor"), is for the provision of implementation of an online customer portal for permit applications, as further defined in the "SCOPE." State and Contractor may be referred to individually as a "Party" or collectively as the "Parties" to this Contract.

The Contractor is a/an Individual, For-Profit Corporation, Non-Profit Corporation, Special Purpose Corporation Or Association, Partnership, Joint Venture, Or Limited Liability Company.
Contractor Place of Incorporation or Organization: Portland, OR
Contractor Edison Registration ID # 0000000000

A. SCOPE:

- A.1. The Contractor shall provide all goods or services and deliverables as required, described, and detailed below and shall meet all service and delivery timelines as specified by this Contract.
- A.2. Definitions. For purposes of this Contract, definitions shall be as follows and as set forth in the Contract:

TERM	DEFINITION
CFR	Code of Federal Regulations
Cross-Media Electronic Reporting Regulation (CROMERR) Compliant Online Service	CROMERR Compliant Online Service, henceforth known as "online service". An online service that provides the State with the ability to design, create and integrate electronic reporting standards into internal systems. This online service shall provide the State with the tools necessary to meet CROMERR Compliant data collection.
Data Integration, Configuration and Set-up	Contractor will work with the State to configure the online service to integrate with internal databases. Data mapping will occur during this time to ensure interactions are successful and set-up is completed.
Design and Customization	Based on the statutory and regulatory requirements, and the Work Order, the Contractor will assist in developing and customizing forms with oversight from State technical staff.
DWR	The Division of Water Resources is responsible for managing, protecting and enhancing the quality of the state's water resources through voluntary, regulatory and educational programs.

Form Implementation and Launch	Form Implementation and Launch occurs after all data integrations and enhancements have been fully tested by the State.
Online Service Support	The online service support includes phone, email, and maintenance through the end of the Contract.
System Testing and User Acceptance	State staff will perform user testing, online service functionality and data integration/migration as appropriate. The Contractor will correct any issues identified during this time.
TCA	Tennessee Code Annotated
Training and Documentation	Training and Documentation will be provided by the Contractor at the request of the State, including installation instructions, settings, questions and answers and guidelines.
Work Order	Work Order is a written agreement between the Contractor and State defining the scope of work and description of each task to be completed. It will contain, but not be limited to, project-specific activities, deliverables, milestones and timelines. It will contain detailed pricing and be used to track and justify payment.
Workflow Analysis	Prepare materials used to review and confirm requirements for designing the forms. This will be used to gather the necessary information to develop the Work Order.
Design and Customization	Based on the statutory and regulatory requirements and the Work Order, the Contractor will assist in developing and customizing forms with oversight from technical staff.
Data Integration, Configuration and Set-up	Contractor will work with the State to configure the internal system to integrate with internal databases. Data mapping will occur during this time to ensure interactions are successful and complete set-up is completed.
System Testing and User Acceptance	State staff will perform user testing, online service functionality and data

	integration/migration as appropriate. The Contractor will correct any issues identified during this time.
Form Implementation and Launch	Implementation and Launch occurs after all data integrations and enhancements have been fully tested by the State.
Training and Documentation	Training and Documentation will be provided by the Contractor at the request of the State, including installation instructions, settings, questions and answers and guidelines.

- A.3. The Contractor shall develop and implement an online service as requested by the State. The online service work generally consists of, but is not limited to, project development, work-flow analysis, training and documentation, integration and form design, system testing and configuration, and implementation and launch. The State will require compliance with local, state, and federal laws, regulations, and rules including CFR Title 40, TCA 68, TCA 69 and State Rules 0400. Experience with creation and implementation of online services with Federal and State agencies is required.
- A.4. The expected minimum types of online services include, but are not limited to, the following for each Work Order:
- a. Project Initiation and Workflow Analysis
 - 1) Project Plan, Deliverables and Develop Work Order
 - 2) Project Team Meetings or Workshops
 - 3) Collection of Project Documents
 - 4) Checklists and Progress Reports
 - b. Form Design and Customization
 - 1) Form Analysis and Design based on CFR, TCA and State Rules
 - 2) Design Sessions
 - c. Data Integration, Configuration and Set-up
 - 1) Test Environment Creation
 - 2) Data Migration and Mapping
 - 3) Installation and Deployment
 - 4) User creation
 - d. System Testing and User Acceptance
 - 1) Bug Testing
 - 2) User Issues Resolved
 - 3) Enhancements Based On User Testing
 - e. Form Implementation and Launch
 - 1) Deployment of Application
 - f. Training and Documentation
 - 1) Online and In-person Trainings
 - 2) Develop and Deliver Training Documentation or Videos
 - g. Online Service Support
 - 1) Maintenance and Operation
 - 2) Warranty
 - 3) Phone and Email Support

The Contractor shall provide all services and deliverables as required, described, and detailed herein and shall meet all service and delivery timelines specified by this Contract and each Work Order.

- A.5. The Contractor shall perform these services using the job classifications listed in Exhibit A.
- A.6. The Contract shall submit each Work Order using the example template in Exhibit B. The example may be modified through written confirmation from the State.
- A.7. Services under this contract shall be authorized with the issuance of individual work orders as project needs arise. A detailed Work Order and deliverables for each project will be defined by the State and the Contractor. The Contractor will submit a project proposal that identifies positions, hours and any other tasks requirement to complete the project or deliverable. The State and Contractor shall negotiate the detailed tasks, deliverables, schedule and costs. Upon State written approval of the Work Order, the Contractor will proceed to implement the project plan and deliverables in coordination with the State.
- A.8. The Contractor will perform the services according to the Work Order authorized in A.7. If the Work Order calls for the services to be performed in phases or milestones, Contractor shall not proceed from one phase or milestone to the next without written authorization from the State.
- A.9. The Contractor shall perform all services as provided for under this Contract in a proper, efficient and professional manner in accordance with State's requirements. Such services shall be completed according to the Work Order authorized in A.7.
- A.10. Correction of Deficiencies. Any corrections of deficiencies relating to the Contract Scope of Services requirements or deliverables and any investigation necessary to determine the source of such deficiencies shall be completed by the Contractor at no cost to the State.
- A.11. The Contractor shall provide Service Support to include telephone, web and email-based solutions for State staff to support operational defects, and configuration changes throughout the term of the Contract. These services shall be performed during normal business hours, Monday through Friday, 8:00 a.m. to 4:30 p.m. Central Time.
- A.12. The Contractor shall provide the State with detailed progress reports as indicated in each Work Order. Progress reports shall be no more frequent than bi-weekly, but no longer than quarterly.
- A.13. The Contractor shall host the software and maintain all data that is input by internal and external users. The Contractor shall make daily back-up copies of all data. The Contractor shall provide access to the back-up copy of all data in format determined by the State as requested.
- A.14. The State shall retain full ownership and non-exclusive use of the data collected through the System. The Contractor shall provide assurance that after termination of the Contract, the State and its users will have access to the data with the ability to transfer to another Contractor. Upon termination of this Contract or upon State request, the Contractor shall provide a copy of the State data it holds. The Contractor shall provide such data on media and in a format determined by the State. The Contractor shall provide the duty to destroy data on request.
- A.15. Warranty. Contractor represents and warrants that the term of the warranty ("Warranty Period") shall be the greater of the Term of this Contract or any other warranty generally offered by Contractor, its suppliers, or manufacturers to customers of its goods or services. The goods or services provided under this Contract shall conform to the terms and conditions of this Contract throughout the Warranty Period. Any nonconformance of the goods or services to the terms and conditions of this Contract shall constitute a "Defect" and shall be considered "Defective." If Contractor receives notice of a Defect during the Warranty Period, then Contractor shall correct the Defect, at no additional charge.

Contractor represents and warrants that the State is authorized to possess and use all equipment, materials, software, and deliverables provided under this Contract.

Contractor represents and warrants that all goods or services provided under this Contract shall be provided in a timely and professional manner, by qualified and skilled individuals, and in conformity with standards generally accepted in Contractor's industry.

If Contractor fails to provide the goods or services as warranted, then Contractor will re-provide the goods or services at no additional charge. If Contractor is unable or unwilling to re-provide the goods or services as warranted, then the State shall be entitled to recover the fees paid to Contractor for the Defective goods or services. Any exercise of the State's rights under this Section shall not prejudice the State's rights to seek any other remedies available under this Contract or applicable law.

- A.16. **Inspection and Acceptance.** The State shall have the right to inspect all goods or services provided by Contractor under this Contract. If, upon inspection, the State determines that the goods or services are Defective, the State shall notify Contractor, and Contractor shall re-deliver the goods or provide the services at no additional cost to the State. If after a period of thirty (30) days following delivery of goods or performance of services the State does not provide a notice of any Defects, the goods or services shall be deemed to have been accepted by the State.

B. TERM OF CONTRACT:

This Contract shall be effective on November 1, 2019 ("Effective Date") and extend for a period of sixty (60) months after the Effective Date ("Term"). The State shall have no obligation for goods or services provided by the Contractor prior to the Effective Date.

C. PAYMENT TERMS AND CONDITIONS:

- C.1. **Maximum Liability.** In no event shall the maximum liability of the State under this Contract exceed Five Hundred Thousand Dollars (\$500,000) ("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.
- C.2. **Compensation Firm.** The payment methodology in Section C.3. of this Contract shall constitute the entire compensation due the Contractor for all goods or services provided under this Contract regardless of the difficulty, materials or equipment required. The payment methodology includes all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Contractor.
- C.3. **Payment Methodology.** The Contractor shall be compensated based on the payment methodology for goods or services authorized by the State in a total amount as set forth in Section C.1.
- a. The Contractor's compensation shall be contingent upon the satisfactory provision of goods or services as set forth in Section A.
 - b. The Contractor shall be compensated based upon the following payment methodology:

Goods or Services Description	Amount (per compensable increment)
eReporting Configuration, Integration, Implementation, and Training	\$ 225,000
Annual Program Level License	\$ 30,000.00 per Year

Annual eReporting Cloud Hosting and Maintenance	\$ 25,000 per Year
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- C.4. Travel Compensation. The Contractor shall not be compensated or reimbursed for travel time, travel expenses, meals, or lodging.
- C.5. Invoice Requirements. The Contractor shall invoice the State only for goods delivered and accepted by the State or services satisfactorily provided at the amounts stipulated in Section C.3., above. Contractor shall submit invoices and necessary supporting documentation, no more frequently than once a month, and no later than thirty (30) days after goods or services have been provided to the following address:
- Department of Environment and Conservation
Division of Water Resources
William R. Snodgrass Tennessee Tower
312 Rosa L. Parks Ave., 11th Floor
Nashville, TN 37243
- a. Each invoice, on Contractor's letterhead, shall clearly and accurately detail all of the following 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: Department of Environment and Conservation, Division of Water Resources;
 - (5) Customer account number (assigned by the Contractor to the above-referenced Customer);
 - (6) Contractor name;
 - (7) Contractor Tennessee Edison registration ID number;
 - (8) Contractor contact for invoice questions (name, phone, or email);
 - (9) Contractor remittance address;
 - (10) Description of delivered goods or services provided and invoiced, including identifying information as applicable;
 - (11) Number of delivered or completed units, increments, hours, or days as applicable, of each good or service invoiced;
 - (12) Applicable payment methodology (as stipulated in Section C.3.) of each good or service invoiced;
 - (13) Amount due for each compensable unit of good or service; and
 - (14) Total amount due for the invoice period.
- b. Contractor's invoices shall:
- (1) Only include charges for goods delivered or services provided as described in Section A and in accordance with payment terms and conditions set forth in Section C;
 - (2) Only be submitted for goods delivered or services completed and shall not include any charge for future goods to be delivered or services to be performed;
 - (3) Not include Contractor's taxes, which includes without limitation Contractor's sales and use tax, excise taxes, franchise taxes, real or personal property taxes, or income taxes; and
 - (4) Include shipping or delivery charges only as authorized in this Contract.
- c. The timeframe for payment (or any discounts) begins only when the State is in receipt of an invoice that 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 other matter. A payment by the State shall not be construed as

acceptance of goods delivered, any part of the services 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 that is determined by the State, on the basis of audits conducted in accordance with the terms of this Contract, to not constitute proper compensation for goods delivered or services provided.
- 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 that 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 has received the following, properly completed documentation.
- a. The Contractor shall complete, sign, and present to the State the "Authorization Agreement for Automatic Deposit Form" provided by the State. By doing so, the Contractor acknowledges and agrees that, once this form is received by the State, payments to the Contractor, under this or any other contract the Contractor has with the State of Tennessee, may be made by ACH; and
 - b. The Contractor shall complete, sign, and return to the State the State-provided W-9 form. The taxpayer identification number on the W-9 form must be the same as the Contractor's Federal Employer Identification Number or Social Security Number referenced in the Contractor's Edison registration information.

D. MANDATORY TERMS AND CONDITIONS:

- D.1. Required Approvals. The State is not bound by this Contract until it is duly approved by the Parties and all appropriate State officials in accordance with applicable Tennessee laws and regulations. Depending upon the specifics of this Contract, this may include approvals by the Commissioner of Finance and Administration, the Commissioner of Human Resources, the Comptroller of the Treasury, and the Chief Procurement Officer. Approvals shall be evidenced by a signature or electronic approval.
- D.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. All communications, regardless of method of transmission, shall be addressed to the respective Party at the appropriate mailing address, facsimile number, or email address as stated below or any other address provided in writing by a Party.

The State:

Paula Mitchell, Deputy Director of Operations
 Department of Environment and Conservation
 Division of Water Resources
 William R. Snodgrass Tennessee Tower
 312 Rosa L. Parks Ave., 11th Floor
 Nashville, TN 37243
 paula.mitchell@tn.gov
 Telephone # 615-532-0663
 FAX # 615-532-0647

The Contractor:

Guy Outred
 Windsor Solutions, Inc.
 4386 SW Macadam Ave.
 Portland, OR 97239
 info@windsorsolutions.com
 Telephone # 503-675-7833

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

- D.3. Modification and Amendment. This Contract may be modified only by a written amendment signed by all Parties and approved by all applicable State officials.
- D.4. Subject to Funds Availability. The Contract is subject to the appropriation and availability of State or federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate this Contract upon written notice to the Contractor. The State's exercise of its right to terminate this Contract shall not constitute a breach of Contract by the State. Upon receipt of the written notice, the Contractor shall cease all work associated with the Contract. If the State terminates this Contract due to lack of funds availability, the Contractor shall be entitled to compensation for all conforming goods requested and accepted by the State and for all satisfactory and authorized services completed as of the termination date. Should the State exercise its right to terminate this Contract due to unavailability of funds, the Contractor shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages of any description or amount.
- D.5. Termination for Convenience. The State may terminate this Contract for convenience without cause and for any reason. The State shall give the Contractor at least thirty (30) days written notice before the termination date. The Contractor shall be entitled to compensation for all conforming goods delivered and accepted by the State or for satisfactory, authorized services completed as of the termination date. In no event shall the State be liable to the Contractor for compensation for any goods neither requested nor accepted by the State or for any services neither requested by the State nor satisfactorily performed by the Contractor. In no event shall the State's exercise of its right to terminate this Contract for convenience relieve the Contractor of any liability to the State for any damages or claims arising under this Contract.
- D.6. Termination for Cause. If the Contractor fails to properly perform its obligations under this Contract in a timely or proper manner, or if the Contractor materially violates any terms of this Contract ("Breach Condition"), the State shall have the right to immediately terminate the Contract and withhold payments in excess of compensation for completed services or provided goods. Notwithstanding the above, the Contractor shall not be relieved of liability to the State for damages sustained by virtue of any Breach Condition and the State may seek other remedies allowed at law or in equity for breach of this Contract.
- D.7. Assignment and Subcontracting. The Contractor shall not assign this Contract or enter into a subcontract for any of the goods or services provided under this Contract without the prior written approval of the State. Notwithstanding any use of the approved subcontractors, the Contractor shall be the prime contractor and responsible for compliance with all terms and conditions of this Contract. The State reserves the right to request additional information or impose additional terms and conditions before approving an assignment of this Contract in whole or in part or the use of subcontractors in fulfilling the Contractor's obligations under this Contract.
- D.8. Conflicts of Interest. The Contractor warrants that no part of the Contractor's compensation 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 under 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 (6) 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 (6) months has been, an employee of the State of Tennessee.

- D.9. 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, creed, color, religion, sex, national origin, or any other classification protected by federal or state law. The Contractor shall, upon request, show proof of nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.10. Prohibition of Illegal Immigrants. The requirements of Tenn. Code Ann. § 12-3-309 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 agrees that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this Contract. The Contractor shall reaffirm this attestation, in writing, by submitting to the State a completed and signed copy of the document at Attachment 1: Attestation Re Personnel, semi-annually during the Term. If the Contractor is a party to more than one contract with the State, the Contractor may submit one attestation that applies to all contracts with the State. All Contractor 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 Term, 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 under this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant to perform work under this Contract. Attestations obtained from 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. Contractor's 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 Tenn. Code Ann. § 12-3-309 for acts or omissions occurring after its effective date.
 - e. For purposes of this Contract, "illegal immigrant" shall be defined as any person who is not: (i) a United States citizen; (ii) a Lawful Permanent Resident; (iii) a person whose physical presence in the United States is authorized; (iv) allowed by the federal Department of Homeland Security and who, under federal immigration laws or regulations, is authorized to be employed in the U.S.; or (v) is otherwise authorized to provide services under the Contract.
- D.11. Records. The Contractor shall maintain documentation for all charges under this Contract. The books, records, and documents of the Contractor, for work performed or money received under this Contract, shall be maintained for a period of five (5) 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.12. 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.13. Progress Reports. The Contractor shall submit brief, periodic, progress reports to the State as requested.
- D.14. Strict Performance. Failure by any Party to this Contract to require, in any one or more cases, 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 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.
- D.15. Independent Contractor. The Parties shall not act as employees, partners, joint venturers, or associates of one another. The Parties are independent contracting entities. Nothing in this Contract shall be construed to create an employer/employee relationship or to allow either Party 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 are not employees or agents of the other Party.
- D.16. Patient Protection and Affordable Care Act. The Contractor agrees that it will be responsible for compliance with the Patient Protection and Affordable Care Act ("PPACA") with respect to itself and its employees, including any obligation to report health insurance coverage, provide health insurance coverage, or pay any financial assessment, tax, or penalty for not providing health insurance. The Contractor shall indemnify the State and hold it harmless from any costs to the State arising from Contractor's failure to fulfill its PPACA responsibilities for itself or its employees.
- D.17. Limitation of State's Liability. The State shall have no liability except as specifically provided in this Contract. In no event will the State be liable to the Contractor or any other party for any lost revenues, lost profits, loss of business, decrease in the value of any securities or cash position, time, goodwill, or any indirect, special, incidental, punitive, exemplary or consequential damages of any nature, whether based on warranty, contract, statute, regulation, tort (including but not limited to negligence), or any other legal theory that may arise under this Contract or otherwise. The State's total liability under this Contract (including any exhibits, schedules, amendments or other attachments to the Contract) or otherwise shall under no circumstances exceed the Maximum Liability. This limitation of liability is cumulative and not per incident.
- D.18. Limitation of Contractor's Liability. In accordance with Tenn. Code Ann. § 12-3-701, the Contractor's liability for all claims arising under this Contract shall be limited to an amount equal to two (2) times the Maximum Liability amount detailed in Section C.1. and as may be amended, PROVIDED THAT in no event shall this Section limit the liability of the Contractor for: (i) intellectual property or any Contractor indemnity obligations for infringement for third-party intellectual property rights; (ii) any claims covered by any specific provision in the Contract providing for liquidated damages; or (iii) any claims for intentional torts, criminal acts, fraudulent conduct, or acts or omissions that result in personal injuries or death.
- D.19. Hold Harmless. The Contractor agrees to indemnify and hold harmless the State of Tennessee as well as its officers, agents, and employees from and against any and all claims, liabilities, losses, and causes of action which may arise, accrue, or result to any person, firm, corporation, or other entity which may be injured or damaged as a result of 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. The Contractor further agrees it shall be liable for the reasonable cost of attorneys' fees, court costs, expert witness fees, and other litigation expenses for the State to enforce the terms of this Contract.

In the event of any suit or claim, the Parties shall give each other immediate notice and provide all necessary assistance to respond. The failure of the State to give notice shall only relieve the Contractor of its obligations under this Section to the extent that the Contractor can demonstrate actual prejudice arising from the failure to give notice. This Section shall not grant the Contractor, through its attorneys, the right to represent the State in any legal matter, as the right to represent the State is governed by Tenn. Code Ann. § 8-6-106.

- D.20. HIPAA Compliance. The State and Contractor shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), Health Information Technology for Economic and Clinical Health (“HITECH”) Act and any other relevant laws and regulations regarding privacy (collectively the “Privacy Rules”). The obligations set forth in this Section shall survive the termination of this Contract.
- a. Contractor warrants to the State that it is familiar with the requirements of the Privacy Rules, and will comply with all applicable requirements in the course of this Contract.
 - b. Contractor warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of the Contract so that both parties will be in compliance with the Privacy Rules.
 - c. The State and the Contractor will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably necessary to keep the State and Contractor in compliance with the Privacy Rules. This provision shall not apply if information received or delivered by the parties under this Contract is NOT “protected health information” as defined by the Privacy Rules, or if the Privacy Rules permit the parties to receive or deliver the information without entering into a business associate agreement or signing another document.
 - d. The Contractor will indemnify the State and hold it harmless for any violation by the Contractor or its subcontractors of the Privacy Rules. This includes the costs of responding to a breach of protected health information, the costs of responding to a government enforcement action related to the breach, and any fines, penalties, or damages paid by the State because of the violation.
- D.21. Tennessee Consolidated Retirement System. Subject to statutory exceptions contained in Tenn. Code Ann. §§ 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 under Tenn. Code Ann. §§ 8-35-101, *et seq.*, 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 Term.
- D.22. Tennessee Department of Revenue Registration. The Contractor shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 – 608. Compliance with applicable registration requirements is a material requirement of this Contract.
- D.23. 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 offense 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, disqualified, or presently fall under any of the prohibitions of sections a-d.

- D.24. Force Majeure. "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the Party except to the extent that the non-performing Party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing Party through the use of alternate sources, workaround plans or other means. A strike, lockout or labor dispute shall not excuse either Party from its obligations under this Contract. Except as set forth in this Section, any failure or delay by a Party in the performance of its obligations under this Contract arising from a Force Majeure Event is not a default under this Contract or grounds for termination. The non-performing Party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the Party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Contractor's representatives, suppliers, subcontractors, customers or business apart from this Contract is not a Force Majeure Event under this Contract. Contractor will promptly notify the State of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the State within one (1) day of the inception of the delay) that a Force Majeure Event has occurred, and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Contractor's performance longer than forty-eight (48) hours, the State may, upon notice to Contractor: (a) cease payment of the fees for the affected obligations until Contractor resumes performance of the affected obligations; or (b) immediately terminate this Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Contractor will not increase its charges under this Contract or charge the State any fees other than those provided for in this Contract as the result of a Force Majeure Event.
- D.25. State and Federal Compliance. The Contractor shall comply with all State and federal laws and regulations applicable to Contractor in the Contractor's performance of this Contract.
- D.26. Governing Law. This Contract shall be governed by and construed in accordance with the laws of the State of Tennessee, without regard to its conflict or choice of law rules. The Tennessee Claims Commission or the state or federal courts in Tennessee shall be the venue for all claims, disputes, or disagreements arising under this Contract. The Contractor acknowledges and agrees that any rights, claims, or remedies against the State of Tennessee or its employees arising under this Contract shall be subject to and limited to those rights and remedies available under Tenn. Code Ann. §§ 9-8-101 - 408.
- D.27. Entire Agreement. This Contract is complete and contains the entire understanding between the Parties relating to its subject matter, 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, whether written or oral.
- D.28. 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 of this Contract shall not be affected and shall remain in full force and effect. The terms and conditions of this Contract are severable.
- D.29. Headings. Section headings of this Contract are for reference purposes only and shall not be construed as part of this Contract.

- D.30. 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. any amendment to this Contract, with the latter in time controlling over any earlier amendments;
 - b. this Contract with any attachments or exhibits (excluding the items listed at subsections c. through f., below), which includes Attachment 1: Attestation Re Personnel; Attachment 2: Position Titles; Attachment 3: Work Order Example;
 - c. any clarifications of or addenda to the Contractor's proposal seeking this Contract;
 - d. the State solicitation, as may be amended, requesting responses in competition for this Contract;
 - e. any technical specifications provided to proposers during the procurement process to award this Contract; and
 - f. the Contractor's response seeking this Contract.
- D.31. Iran Divestment Act. The requirements of Tenn. Code Ann. § 12-12-101, *et seq.*, addressing contracting with persons as defined at Tenn. Code Ann. §12-12-103(5) that engage in investment activities in Iran, shall be a material provision of this Contract. The Contractor certifies, under penalty of perjury, that to the best of its knowledge and belief that it is not on the list created pursuant to Tenn. Code Ann. § 12-12-106.
- D.32. Insurance. Contractor shall maintain insurance coverage as specified in this Section. The State reserves the right to amend or require additional insurance coverage, coverage amounts, and endorsements required under this Contract. Contractor's failure to maintain or submit evidence of insurance coverage, as required, is a material breach of this Contract. If Contractor loses insurance coverage, fails to renew coverage, or for any reason becomes uninsured during the Term, Contractor shall immediately notify the State. All insurance companies providing coverage must be: (a) acceptable to the State; (b) authorized by the Tennessee Department of Commerce and Insurance ("TDCI"); and (c) rated A- / VII or better by A.M. Best. All coverage must be on a primary basis and noncontributory with any other insurance or self-insurance carried by the State. Contractor agrees to name the State as an additional insured on any insurance policy with the exception of workers' compensation (employer liability) and professional liability (errors and omissions) insurance. All policies must contain an endorsement for a waiver of subrogation in favor of the State. Any deductible or self insured retention ("SIR") over fifty thousand dollars (\$50,000) must be approved by the State. The deductible or SIR and any premiums are the Contractor's sole responsibility. The Contractor agrees that the insurance requirements specified in this Section do not reduce any liability the Contractor has assumed under this Contract including any indemnification or hold harmless requirements.

To achieve the required coverage amounts, a combination of an otherwise deficient specific policy and an umbrella policy with an aggregate meeting or exceeding the required coverage amounts is acceptable. For example: If the required policy limit under this Contract is for two million dollars (\$2,000,000) in coverage, acceptable coverage would include a specific policy covering one million dollars (\$1,000,000) combined with an umbrella policy for an additional one million dollars (\$1,000,000). If the deficient underlying policy is for a coverage area without aggregate limits (generally Automobile Liability and Employers' Liability Accident), Contractor shall provide a copy of the umbrella insurance policy documents to ensure that no aggregate limit applies to the umbrella policy for that coverage area. In the event that an umbrella policy is being provided to achieve any required coverage amounts, the umbrella policy shall be accompanied by an endorsement at least as broad as the Insurance Services Office, Inc. (also known as "ISO") "Noncontributory—Other Insurance Condition" endorsement or shall be written on a policy form that addresses both the primary and noncontributory basis of the umbrella policy if the State is otherwise named as an additional insured.

Contractor shall provide the State a certificate of insurance ("COI") evidencing the coverages and amounts specified in this Section. The COI must be on a form approved by the TDCI (standard

ACORD form preferred). The COI must list each insurer's National Association of Insurance Commissioners (NAIC) number and be signed by an authorized representative of the insurer. The COI must list the State of Tennessee – CPO Risk Manager, 312 Rosa L. Parks Ave., 3rd floor Central Procurement Office, Nashville, TN 37243 as the certificate holder. Contractor shall provide the COI ten (10) business days prior to the Effective Date and again thirty (30) calendar days before renewal or replacement of coverage. Contractor shall provide the State evidence that all subcontractors maintain the required insurance or that subcontractors are included under the Contractor's policy. At any time, the State may require Contractor to provide a valid COI. The Parties agree that failure to provide evidence of insurance coverage as required is a material breach of this Contract. If Contractor self-insures, then a COI will not be required to prove coverage. Instead Contractor shall provide a certificate of self-insurance or a letter, on Contractor's letterhead, detailing its coverage, policy amounts, and proof of funds to reasonably cover such expenses. The State reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

The State agrees that it shall give written notice to the Contractor as soon as practicable after the State becomes aware of any claim asserted or made against the State, but in no event later than thirty (30) calendar days after the State becomes aware of such claim. The failure of the State to give notice shall only relieve the Contractor of its obligations under this Section to the extent that the Contractor can demonstrate actual prejudice arising from the failure to give notice. This Section shall not grant the Contractor or its insurer, through its attorneys, the right to represent the State in any legal matter, as the right to represent the State is governed by Tenn. Code Ann. § 8-6-106.

The insurance obligations under this Contract shall be: (1)—all the insurance coverage and policy limits carried by the Contractor; or (2)—the minimum insurance coverage requirements and policy limits shown in this Contract; whichever is greater. Any insurance proceeds in excess of or broader than the minimum required coverage and minimum required policy limits, which are applicable to a given loss, shall be available to the State. No representation is made that the minimum insurance requirements of the Contract are sufficient to cover the obligations of the Contractor arising under this Contract. The Contractor shall obtain and maintain, at a minimum, the following insurance coverages and policy limits.

a. Commercial General Liability (“CGL”) Insurance

- 1) The Contractor shall maintain CGL, which shall be written on an ISO Form CG 00 01 occurrence form (or a substitute form providing equivalent coverage) and shall cover liability arising from property damage, premises and operations products and completed operations, bodily injury, personal and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

The Contractor shall maintain single limits not less than one million dollars (\$1,000,000) per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this policy or location of occurrence or the general aggregate limit shall be twice the required occurrence limit.

b. Workers' Compensation and Employer Liability Insurance

- 1) For Contractors statutorily required to carry workers' compensation and employer liability insurance, the Contractor shall maintain:
 - i. Workers' compensation in an amount not less than one million dollars (\$1,000,000) including employer liability of one million dollars (\$1,000,000) per accident for bodily injury by accident, one million dollars (\$1,000,000) policy limit by disease, and one million dollars (\$1,000,000) per employee for bodily injury by disease.

- 2) If the Contractor certifies that it is exempt from the requirements of Tenn. Code Ann. §§ 50-6-101 – 103, then the Contractor shall furnish written proof of such exemption for one or more of the following reasons:
 - i. The Contractor employs fewer than five (5) employees;
 - ii. The Contractor is a sole proprietor;
 - iii. The Contractor is in the construction business or trades with no employees;
 - iv. The Contractor is in the coal mining industry with no employees;
 - v. The Contractor is a state or local government; or
 - vi. The Contractor self-insures its workers' compensation and is in compliance with the TDCI rules and Tenn. Code Ann. § 50-6-405.
- c. Automobile Liability Insurance
- 1) The Contractor shall maintain automobile liability insurance which shall cover liability arising out of any automobile (including owned, leased, hired, and non-owned automobiles).
 - 2) The Contractor shall maintain bodily injury/property damage with a limit not less than one million dollars (\$1,000,000) per occurrence or combined single limit.
- d. Technology Professional Liability (Errors & Omissions)/Cyber Liability Insurance
- 1) The Contractor shall maintain technology professional liability (errors & omissions)/cyber liability insurance appropriate to the Contractor's profession in an amount not less than ten million dollars (\$10,000,000) per occurrence or claim and ten million dollars (\$10,000,000) annual aggregate, covering all acts, claims, errors, omissions, negligence, infringement of intellectual property (including copyright, patent and trade secret); network security and privacy risks, including but not limited to unauthorized access, failure of security, information theft, damage to destruction of or alteration of electronic information, breach of privacy perils, wrongful disclosure and release of private information, collection, or other negligence in the handling of confidential information, and including coverage for related regulatory fines, defenses, and penalties.
 - 2) Such coverage shall include data breach response expenses, in an amount not less than ten million dollars (\$10,000,000) and payable whether incurred by the State or Contractor, including but not limited to consumer notification, whether or not required by law, computer forensic investigations, public relations and crisis management firm fees, credit file or identity monitoring or remediation services and expenses in the performance of services for the State or on behalf of the State hereunder.
- e. Crime Insurance
- 1) The Contractor shall maintain crime insurance, which shall be written on a "loss sustained form" or "loss discovered form" providing coverage for third party fidelity, including cyber theft and extortion. The policy must allow for reporting of circumstances or incidents that may give rise to future claims, include an extended reporting period of no less than two (2) years with respect to events

which occurred but were not reported during the term of the policy, and not contain a condition requiring an arrest or conviction.

- 2) Any crime insurance policy shall have a limit not less than one million dollars (\$1,000,000) per claim and one million dollars (\$1,000,000) in the aggregate. Any crime insurance policy shall contain a Social Engineering Fraud Endorsement with a limit of not less than two hundred and fifty thousand dollars (\$250,000). This insurance may be written on a claims-made basis, but in the event that coverage is cancelled or non-renewed, the Contractor shall purchase an extended reporting or "tail coverage" of at least two (2) years after the Term.

- D.33. Major Procurement Contract Sales and Use Tax. Pursuant to Tenn. Code Ann. § 4-39-102 and to the extent applicable, the Contractor and the Contractor's subcontractors shall remit sales and use taxes on the sales of goods or services that are made by the Contractor or the Contractor's subcontractors and that are subject to tax.
- D.34. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law. All material and information, regardless of form, medium or method of communication, provided to the Contractor by the State or acquired by the Contractor on behalf of the State that is regarded as confidential under state or federal law shall be regarded as "Confidential Information." Nothing in this Section shall permit Contractor to disclose any Confidential Information, 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. Confidential Information shall not be disclosed except as required or permitted under state or federal law. Contractor shall take all necessary steps to safeguard the confidentiality of such material or information in conformance with applicable state and federal law.

The obligations set forth in this Section shall survive the termination of this Contract.

- D.35. Equal Opportunity. The Contractor agrees as follows:
- a. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:
 - (1) Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising;
 - (2) Layoff or termination;
 - (3) Rates of pay or other forms of compensation; and
 - (4) Selection for training, including apprenticeship.

The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
 - b. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
 - c. If the State approves any subcontract, the subcontract shall include paragraphs (a) and (b) above.

In addition, to the extent applicable the Contractor agrees to comply with 41 C.F. R. § 60-1.4, as that section is amended from time to time during the term.

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, the special terms and conditions shall be subordinate to the Contract's other terms and conditions.
- E.2. Intellectual Property Indemnity. The Contractor agrees to indemnify and hold harmless the State of Tennessee as well as its officers, agents, and employees from and against any and all claims or suits which may be brought against the State concerning or arising out of any claim of an alleged patent, copyright, trade secret or other intellectual property infringement. In any such claim or action brought against the State, the Contractor shall satisfy and indemnify the State for the amount of any settlement or final judgment, and the Contractor shall be responsible for all legal or other fees or expenses incurred by the State arising from any such claim. The State shall give the Contractor notice of any such claim or suit, however, the failure of the State to give such notice shall only relieve Contractor of its obligations under this Section to the extent Contractor can demonstrate actual prejudice arising from the State's failure to give notice. This Section shall not grant the Contractor, through its attorneys, the right to represent the State of Tennessee in any legal matter, as provided in Tenn. Code Ann. § 8-6-106.
- E.3. Software License Warranty. Contractor grants a license to the State to use all software provided under this Contract in the course of the State's business and purposes.
- E.4. Software Support and Maintenance Warranty. Contractor shall provide to the State all software upgrades, modifications, bug fixes, or other improvements in its software that it makes generally available to its customers.
- E.5. Extraneous Terms and Conditions. Contractor shall fill all orders submitted by the State under this Contract. No purchase order, invoice, or other documents associated with any sales, orders, or supply of any good or service under this Contract shall contain any terms or conditions other than as set forth in the Contract. Any such extraneous terms and conditions shall be void, invalid and unenforceable against the State. Any refusal by Contractor to supply any goods or services under this Contract conditioned upon the State submitting to any extraneous terms and conditions shall be a material breach of the Contract and constitute an act of bad faith by Contractor.
- E.6. 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, 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.

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.

d. Business Continuity Requirements. The Contractor shall maintain set(s) of documents, instructions, and procedures which enable the Contractor to respond to accidents, disasters, emergencies, or threats without any stoppage or hindrance in its key operations ("Business Continuity Requirements"). Business Continuity Requirements shall include:

- (1) "Disaster Recovery Capabilities" refer to the actions the Contractor takes to meet the Recovery Point and Recovery Time Objectives defined below. Disaster Recovery Capabilities shall meet the following objectives:
 - i. Recovery Point Objective ("RPO"). The RPO is defined as the maximum targeted period in which data might be lost from an IT service due to a major incident: 24 hours.
 - ii. Recovery Time Objective ("RTO"). The RTO is defined as the targeted duration of time and a service level within which a business process must be restored after a disaster (or disruption) in order to avoid unacceptable consequences associated with a break in business continuity: 24 hours.
- (2) The Contractor shall perform at least one Disaster Recovery Test every three hundred sixty-five (365) days. A "Disaster Recovery Test" shall mean the process of verifying the success of the restoration procedures that are executed after a critical IT failure or disruption occurs. The Disaster Recovery Test shall use actual State Data Sets that mirror production data, and success shall be defined as the Contractor verifying that the Contractor can meet the State's RPO and RTO

requirements. A "Data Set" is defined as a collection of related sets of information that is composed of separate elements but can be manipulated as a unit by a computer. The Contractor shall provide written confirmation to the State after each Disaster Recovery Test that its Disaster Recovery Capabilities meet the RPO and RTO requirements.

- E.7. 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 Contractor, 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 any contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
 - c. The Contractor shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

- E.8. Prohibited Advertising or Marketing. The Contractor shall not suggest or imply in advertising or marketing materials that Contractor's goods or services are endorsed by the State. The restrictions on Contractor advertising or marketing materials under this Section shall survive the termination of this Contract.
- E.9. Clean Air Act and Federal Water Pollution Control Act. As a condition for receipt of federal awards, the Contractor agrees to comply with the Clean Air Act, 42 U.S.C. § 7401 *et seq.* and the Federal Water Pollution Control Act, 33 U.S.C § 1251 *et seq.*, as those sections are amended from time to time during the term. Violations must be reported to the Environmental Protection Agency and the Region 4 Office of the Environmental Protection Agency
- E.10. Personally Identifiable Information. While performing its obligations under this Contract, Contractor may have access to Personally Identifiable Information held by the State ("PII"). For the purposes of this Contract, "PII" includes "Nonpublic Personal Information" as that term is defined in Title V of the Gramm-Leach-Bliley Act of 1999 or any successor federal statute, and the rules and regulations thereunder, all as may be amended or supplemented from time to time ("GLBA") and personally identifiable information and other data protected under any other applicable laws, rule or regulation of any jurisdiction relating to disclosure or use of personal information ("Privacy Laws"). Contractor agrees it shall not do or omit to do anything which would cause the State to be in breach of any Privacy Laws. Contractor shall, and shall cause its employees, agents and representatives to: (i) keep PII confidential and may use and disclose PII only as necessary to carry out those specific aspects of the purpose for which the PII was disclosed to Contractor and in accordance with this Contract, GLBA and Privacy Laws; and (ii) implement and maintain appropriate technical and organizational measures regarding information security to: (A) ensure the security and confidentiality of PII; (B) protect against any threats or hazards to the security or integrity of PII; and (C) prevent unauthorized access to or use of PII. Contractor shall immediately notify State: (1) of any disclosure or use of any PII by Contractor or

any of its employees, agents and representatives in breach of this Contract; and (2) of any disclosure of any PII to Contractor or its employees, agents and representatives where the purpose of such disclosure is not known to Contractor or its employees, agents and representatives. The State reserves the right to review Contractor's policies and procedures used to maintain the security and confidentiality of PII and Contractor shall, and cause its employees, agents and representatives to, comply with all reasonable requests or directions from the State to enable the State to verify or ensure that Contractor is in full compliance with its obligations under this Contract in relation to PII. Upon termination or expiration of the Contract or at the State's direction at any time in its sole discretion, whichever is earlier, Contractor shall immediately return to the State any and all PII which it has received under this Contract and shall destroy all records of such PII.

The Contractor shall report to the State any instances of unauthorized access to or potential disclosure of PII in the custody or control of Contractor ("Unauthorized Disclosure") that come to the Contractor's attention. Any such report shall be made by the Contractor within twenty-four (24) hours after the Unauthorized Disclosure has come to the attention of the Contractor. Contractor shall take all necessary measures to halt any further Unauthorized Disclosures. The Contractor, at the sole discretion of the State, shall provide no cost credit monitoring services for individuals whose PII was affected by the Unauthorized Disclosure. The Contractor shall bear the cost of notification to all individuals affected by the Unauthorized Disclosure, including individual letters and public notice. The remedies set forth in this Section are not exclusive and are in addition to any claims or remedies available to this State under this Contract or otherwise available at law. The obligations set forth in this Section shall survive the termination of this Contract.

- E.11. Federal Funding Accountability and Transparency Act (FFATA). This Contract requires the Contractor to provide supplies 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 subawards); 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 subawards); 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. Securities and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

As defined in 2 C.F.R. § 170.315, "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 C.F.R. § 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), Shared 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 the Term, the Contractor must submit an executive total compensation report to the State by the end of the month in which the term extension 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 can be 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.

IN WITNESS WHEREOF,

WINDSOR SOLUTIONS, INC.:

CONTRACTOR SIGNATURE

DATE

PRINTED NAME AND TITLE OF CONTRACTOR SIGNATORY (above)

DEPARTMENT OF ENVIRONMENT AND CONSERVATION:

DAVID W. SALYERS, P.E., COMMISSIONER

DATE

ATTACHMENT 1

ATTESTATION RE PERSONNEL USED IN CONTRACT PERFORMANCE

<p>If the attestation applies to more than one contract, modify this row accordingly.</p> <p>SUBJECT CONTRACT NUMBER:</p>	
<p>CONTRACTOR LEGAL ENTITY NAME:</p>	
<p>EDISON VENDOR IDENTIFICATION NUMBER:</p>	

If the attestation applies to more than one contract, modify the following paragraph accordingly.

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. Attach evidence documenting the individual's authority to contractually bind the Contractor, unless the signatory is the Contractor's chief executive or president.

PRINTED NAME AND TITLE OF SIGNATORY

DATE OF ATTESTATION

STANDARD JOB CLASSIFICATIONS

Project Advisor

Minimum/General Experience: Ten (10) years of experience managing complex and large programs.

Functional Responsibility: Manages all aspects of the program; staff, schedule, budget, and quality. Manages client interface and provides insight, guidance and management related to program stakeholder groups. Provides guidance and direction to projects and tasks. Responsible for the timeliness and cost-effectiveness of all program deliverables.

Minimum Education: Bachelor's Degree in Information Technology, Computer Science, or Business, Science, Engineering or related field, and equivalent experience.

Project Manager

Minimum/General Experience: Six (6) years of experience managing projects of increasing size and complexity.

Functional Responsibility: Manages all aspects of the project; staff, schedule, budget, quality and client. Responsible for the timeliness and cost-effectiveness of all project deliverables. Anticipates staff needs and secures the necessary staff for the project. Interfaces with client on a day-to-day basis. Anticipates potential project problems and takes measures to maintain effective delivery.

Minimum Education: Bachelor's Degree in Information Technology, Computer Science, or Business, Science, Engineering or related field, and equivalent experience.

Technical Architect

Minimum/General Experience: Five (5) years of IT experience with experience in master planning and design for enterprise IT systems.

Functional Responsibility: Master planning and conceptual design of enterprise systems. Defines potential enterprise solutions applications and legacy IT environments as well as their interface points. Supports business case analysis and identification of alternative solutions. Works under direction of Senior Enterprise Architect on large complex projects and programs.

Minimum Education: Bachelor's Degree in Information Technology, Computer Science, or Business, Science, Engineering or related field, and equivalent experience.

Senior Developer

Minimum/General Experience: Six (6) years of experience developing software applications per specifications provided.

Functional Responsibility: Guides and leads the development of complex software applications to specifications. Expert in identifying and analyzing user requirements and developing application alternatives using various tools and techniques. Leads in the evaluation and prioritization of system alternatives and in system selection.

Minimum Education: Bachelor's Degree in Information Technology, Computer Science, or Business, Science, Engineering or related field, and equivalent experience.

Developer

Minimum/General Experience: Four (4) years of experience developing software applications per specifications provided.

Functional Responsibility: Manages software applications development of increasing complexity. Experienced in identifying and analyzing user requirements and developing application alternatives using various tools and techniques. Assists in the evaluation and prioritization of system alternatives and in system selection.

Minimum Education: Bachelor's Degree in Information Technology, Computer Science, or Business, Science, Engineering or related field, and equivalent experience.

Senior Analyst

Minimum/General Experience: Four (4) years of experience.

Functional Responsibility: Directs functional/technical issue analysis for the application which includes gathering data, conducting issue analysis/troubleshooting, determining root cause, and providing resolution to the end user. Develops test cases and tests complex functional scenarios.

Minimum Education: Bachelor's Degree in Information Technology, Computer Science, or Business, Science, Engineering or related field, and equivalent experience.

Data Analyst

Minimum/General Experience: Four (4) years of experience

Functional Responsibility: Defines required database administration policies, procedures, standards, and guidelines. Provides expertise and guidance in logical and physical database design, development, operations, and maintenance. Evaluates and advises on data processing techniques, database management, and management information systems, concepts, and applications.

Minimum Education: Bachelor's Degree in Information Technology, Computer Science, or Business, Science, Engineering or related field, and equivalent experience.

Analyst

Minimum/General Experience: Two (2) years of experience.

Functional Responsibility: Conducts issue analysis/testing for support applications. Develops and documents test case scenarios, sets up test data and test conditions, carries out regression testing, executes tests and documents the results on the applications.

Minimum Education: Bachelor's Degree in Information Technology, Computer Science, or Business, Science, Engineering or related field, and equivalent experience.

ATTACHMENT 3**Page 1****WORK ORDER EXAMPLE**

DATE _____

The Work Order is made and entered into on the date first written by and between the State of Tennessee, Department of Environment and Conservation ("State"), and _____ ("Contractor").

Scope of Work

I. Description of Services

Service and description of each task	Fees
To be Determined	\$ To be Determined
To be Determined	\$ To be Determined
Total costs:	\$ To be Determined

Payment to the Contractor shall be a not-to-exceed amount of Written Number Dollars (\$0.00). Amount is based on the Contractor's estimate of work hours by job classification multiplied times the Contractor's associated hourly Billing Rates as established in the Contract, any services required and authorized by the State that are not included in Section C.3.b. and anticipated reasonable travel and ancillary expenses.

The not-to-exceed amount represents full payment and will not increase or decrease unless there should be a written change in the scope, complexity or duration of work.

The receipt of an approval letter from the State will constitute Contractor's Notice to Proceed. The Contractor is not to undertake any extra work outside the scope of this Work Order, unless specifically authorized in writing by the State.

Signatures, agreed to Scope of Work, Time of Performance, and Compensation:

By signing below, I certify that I accept and have authority to sign for this Work Order.

State of Tennessee
Department of
Environment and Conservation
312 Rosa L. Parks Ave., 11th Floor
Nashville, TN 37243

CONTRACTOR NAME

ADDRESS

PRINTED NAME

PRINTED NAME

SIGNATURE

SIGNATURE

DATE

DATE

Special Contract Request

This form should be utilized to facilitate contract and procurement requests that require the Chief Procurement Officer's prior approval and that of the Comptroller of the Treasury, as applicable.

NOT required for a contract with a federal, Tennessee, or Tennessee local government entity or a grant.

Route a completed request, as one file in PDF format, via e-mail attachment sent to: agsprs.agsprs@tn.gov.

APPROVED	APPROVED
CHIEF PROCUREMENT OFFICER	COMPTROLLER OF THE TREASURY
DATE	DATE

Request Tracking #	32701-03849
1. Contracting Agency	Department of Environment and Conservation
2. Type of Contract or Procurement Method	<input type="checkbox"/> No Cost <input type="checkbox"/> Revenue <input checked="" type="checkbox"/> Sole Source <input type="checkbox"/> Proprietary <input type="checkbox"/> Competitive Negotiation <input type="checkbox"/> Other _____
3. Requestor Contact Information	Paula Mitchell, Deputy Director Operations 312 Rosa L. Parks, Ave., 11th Floor Nashville, TN 37243 615-532-0663 paula.mitchell@tn.gov
4. Brief Goods or Services Caption	Implementation of an online customer portal for permit applications by Windsor Solutions, Inc.
5. Description of the Goods or Services to be Acquired	This contract will be for the acquisition of a CROMERR-compliant online customer portal from Windsor Solutions, Inc., for the collection of permit applications, integration and flow into existing TDEC systems, form development, and training of TDEC and STS-ISD staff.

Request Tracking #	32701-03849
6. Proposed Contractor	Windsor Solutions, Inc.
7. Name & Address of the Contractor's principal owner(s) – NOT required for a TN state education institution	Guy Outred and Kevin Jeffery 4386 SW Macadam Ave. Portland, OR 97239
8. Proposed Contract Period – with ALL options to extend exercised <i>The proposed contract start date shall follow the approval date of this request.</i>	60 months
9. Strategic Technology Solutions (“STS”) Pre-Approval Endorsement Request – information technology (N/A to THDA)	<input type="checkbox"/> Not Applicable <input checked="" type="checkbox"/> Attached
10. eHealth Pre-Approval Endorsement Request – health-related professional, pharmaceutical, laboratory, or imaging	<input checked="" type="checkbox"/> Not Applicable <input type="checkbox"/> Attached
11. Human Resources Pre-Approval Endorsement Request – contracts with an individual, state employee training, or services related to the employment of current or prospective state employees	<input checked="" type="checkbox"/> Not Applicable <input type="checkbox"/> Attached
12. Are these goods or services currently available on a statewide contract? If YES, please explain why the current statewide contract is not being used for this procurement.	<input checked="" type="checkbox"/> NO <input type="checkbox"/> YES,
13. Maximum Contract Cost – with ALL options to extend exercised	\$ 500,000.00
14. Was there an initial government estimate? If so, what amount?	<input type="checkbox"/> NO <input checked="" type="checkbox"/> YES, \$448,750.00
15. Cost Determination Used- How did agency arrive at the estimate of expected costs?	Each EPA CROMERR-compliant vendor provided a demonstration and an estimate of cost to an agency evaluation panel. The panel also reviewed a proposal from STS-ISD for an in-house solution, including costs.
16. Explanation of Fair and Reasonable Price- Explain how agency determined that price is fair and reasonable	The agency determined that the price of this product was fair and reasonable based on internal costs compared to vendors' costs providing similar services. Thus, Windsor Solutions, Inc. product has the lowest one-time cost and is the only solution for the agency to meet federal reporting requirements by December 2020.

Request Tracking #	32701-03849
17. Documentation of Discussions with Contractor- How did agency document discussions with Contractor? Attach documentation to this request as applicable.	Agency discussions with the contractor were documented by STS-ISD. A Requirements document was prepared and provided to each vendor that was evaluated, the vendor slide deck was made available to the review panel, follow up questions and answers were documented, and a Findings document was prepared. In addition, the product demonstration was recorded and is available if needed.
18. Explanation of Need for or requirement placed on the State to acquire the goods or services	TDEC needs an electronic permitting solution that will allow permittees to electronically submit CROMERR certified applications and reports by December 2020, as required by the EPA eReporting rule.
19. Proposed contract impact on current State operations	The proposed contract will allow TDEC to comply with the December 2020 federal eReporting deadline. An online customer portal will streamline the regulated community's submission process by allowing them to electronically submit applications, payments, and reports; increase transparency by facilitating communication between the agency and the applicant throughout application submission and processing; transfer the submitted information to the Department's existing databases, which will increase staff's efficiency for managing the submitted information; and will allow the agency to control the creation and modification of forms.
20. Justification – Specifically explain why the goods or services should be acquired through the procurement method or contract type selected.	DWR obtained a list of all CROMERR certified software approved by EPA. All contractors listed were evaluated. Two vendors offered a viable solution and demonstrated their product to TDEC. The vendor that was not selected offered an end-to-end solution that would have created an

Request Tracking #	32701-03849
	<p>unnecessary disruption to current business practices by requiring a complete redesign of internal data collection infrastructure. For nearly 20 years DWR has built the architecture to enter and maintain data elements, allowing DWR to oversee regulated entities and report required information to EPA and state legislature.</p> <p>The proposed contract vendor was selected because the vendor meets the following criteria:</p> <ol style="list-style-type: none"> 1. Offers a solution that has been approved by EPA for use by other states. Due to this, EPA offers a streamlined CROMERR approval process. 2. Has specific software that captures environmental program and permitting data. 3. The solution allows TDEC to collect data directly from the public and achieve compliance with the December 2020 eReporting deadline. 4. Experienced with the federal eReporting rule with the proven success of developing OpenNode2 for Phase 1 of the eReporting rule, which is currently integrated into DWR's Oracle database for the purpose of reporting permitting, enforcement, and inspection information to EPA. 5. Offers a competitively priced à la carte product that will allow DWR the ability to capture necessary data for the eReporting rule which will integrate into TDEC's existing infrastructure with minimal interruption. This will significantly shorten the development time and implementation cost. 6. Offers cloud based solutions that provide TDEC the ability to download information onto TDEC servers, if TDEC chooses to transition the data to internal servers.

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	Based on this, the agency has determined that there are no other competitive vendors available and is requesting a sole-source contract.
For No Cost and Revenue Contracts Only	
21. What costs will the State incur as a result of this contract? If any, please explain.	
22. What is the total estimated revenue that the State would receive as a result of this contract?	
23. Could the State also contract with other parties interested in entering substantially the same agreement? Please explain.	<input type="checkbox"/> NO <input type="checkbox"/> YES
24. Summary of State responsibilities under proposed contract	
For Sole Source and Proprietary Procurements Only	
25. Evidence of Contractor's experience & length of experience providing the goods or services to be procured.	Windsor Solutions, Inc. has been in business for over 20 years. It has a proven track record and has successfully implemented over 700 projects/systems for state environmental agencies.
26. Has the contracting agency procured the subject goods or services before? If yes, provide the method used to purchase the goods or services and the name and address of the contractor.	<input checked="" type="checkbox"/> NO <input type="checkbox"/> YES, Method: Name/Address:
27. Contractor selection process and efforts to identify reasonable, competitive, procurement alternatives	A list of all CROMERR certified software that has been approved by EPA was obtained from the EPA website. All contractors on that list were evaluated and the vendors that offered a viable solution were then allowed to demonstrate their product to TDEC. Based on this review, the agency has determined that there are no other competitive vendors available and is requesting a sole-source contract.
Signature Required for all Special Contract Requests	

Request Tracking #

32701-03849

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)

David W. Salyers, P.E./msg

Signature: David W. Salyers, P.E./msg (Jul 9, 2019)

Date:



STS Pre-Approval Endorsement Request E-Mail Transmittal

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

FROM : Jerud Colbert
E-mail : Jerud.colbert@tn.gov

DATE : 06/06/19 Received by STS June 7, 2019 11:22:00 AM

RE : Request for STS Pre-Approval Endorsement

Applicable RFS # **32701-03849**

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, Digitally signed by Stephanie Dedmon, CIO (WMH)
CIO (WMH) Date: 2019.06.18 13:50:12 -05'00'

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	Environment and Conservation (TDEC)
Agency Contact (name, phone, e-mail)	Paul Mitchell, Paula.Mitchell@tn.gov, 615-532-0663
<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 checked="" type="checkbox"/> Special Contract Request <input type="checkbox"/> Amendment Request <input type="checkbox"/> Proposed Contract/Grant or Amendment <input type="checkbox"/> Original Contract/Grant and Previous Amendments (if any) <input type="checkbox"/> </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): Jerud Colbert, Jerud.colbert@tn.gov <input checked="" type="checkbox"/></p> <p>Applicable – Approved ISP Project# 1007927; scheduled for SRB review 06/12</p> <p><input 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>Provide electronic submission for Notices of Intent (NOI), Terminations (NOT), and Compliance Reporting for Environmental Permits pursuant to the Division of Water Resources (DWR) National Pollutant Discharge Elimination System (NPDES) program.</p>	

Attachment: STS Endorsement Conditions
This STS endorsement is contingent upon modification of the procurement documents as described below.

STS endorses with the understanding that Section E.6 of the Contract be removed entirely and replaced with the below, updated CPO template language.

E.6. 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, at its option, to

Attachment: STS Endorsement Conditions

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

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.

d. Business Continuity Requirements. The Contractor shall maintain set(s) of documents, instructions, and procedures which enable the Contractor to respond to accidents, disasters, emergencies, or threats without any stoppage or hindrance in its key operations (“Business Continuity Requirements”). Business Continuity Requirements shall include:

- (1) “Disaster Recovery Capabilities” refer to the actions the Contractor takes to meet the Recovery Point and Recovery Time Objectives defined below. Disaster Recovery Capabilities shall meet the following objectives:
 - i. Recovery Point Objective (“RPO”). The RPO is defined as the maximum targeted period in which data might be lost from an IT service due to a major incident: 24 hours.
 - ii. Recovery Time Objective (“RTO”). The RTO is defined as the targeted duration of time and a service level within which a business process must be restored after a disaster (or disruption) in order to avoid unacceptable consequences associated with a break in business continuity: 24 hours.

Attachment: STS Endorsement Conditions

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

- (2) The Contractor shall perform at least one Disaster Recovery Test every three hundred sixty-five (365) days. A "Disaster Recovery Test" shall mean the process of verifying the success of the restoration procedures that are executed after a critical IT failure or disruption occurs. The Disaster Recovery Test shall use actual State Data Sets that mirror production data, and success shall be defined as the Contractor verifying that the Contractor can meet the State's RPO and RTO requirements. A "Data Set" is defined as a collection of related sets of information that is composed of separate elements but can be manipulated as a unit by a computer. The Contractor shall provide written confirmation to the State after each Disaster Recovery Test that its Disaster Recovery Capabilities meet the RPO and RTO requirements.

Additionally, STS offers the following for the agency's consideration.

The CPO template instructions direct the agency to include the *Comptroller Audit Requirements* when confidential data is being hosted or processed by a contractor. Consider adding the below language to Section E.6 of the contract; as subsection "c." to the above listed *Contractor Hosted Services Confidential Data, Audit, and Other Requirements* section.

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.

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.

Attachment: STS Endorsement Conditions

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

The CPO template instructions direct the agency to include the PII clauses when confidential data is being hosted or processed by a contractor. Consider adding the below language to Section E of the contract.

Personally Identifiable Information. While performing its obligations under this Contract, Contractor may have access to Personally Identifiable Information held by the State ("PII"). For the purposes of this Contract, "PII" includes "Nonpublic Personal Information" as that term is defined in Title V of the Gramm-Leach-Bliley Act of 1999 or any successor federal statute, and the rules and regulations thereunder, all as may be amended or supplemented from time to time ("GLBA") and personally identifiable information and other data protected under any other applicable laws, rule or regulation of any jurisdiction relating to disclosure or use of personal information ("Privacy Laws"). Contractor agrees it shall not do or omit to do anything which would cause the State to be in breach of any Privacy Laws. Contractor shall, and shall cause its employees, agents and representatives to: (i) keep PII confidential and may use and disclose PII only as necessary to carry out those specific aspects of the purpose for which the PII was disclosed to Contractor and in accordance with this Contract, GLBA and Privacy Laws; and (ii) implement and maintain appropriate technical and organizational measures regarding information security to: (A) ensure the security and confidentiality of PII; (B) protect against any threats or hazards to the security or integrity of PII; and (C) prevent unauthorized access to or use of PII. Contractor shall immediately notify State: (1) of any disclosure or use of any PII by Contractor or any of its employees, agents and representatives in breach of this Contract; and (2) of any disclosure of any PII to Contractor or its employees, agents and representatives where the purpose of such disclosure is not known to Contractor or its employees, agents and representatives. The State reserves the right to review Contractor's policies and procedures used to maintain the security and confidentiality of PII and Contractor shall, and cause its employees, agents and representatives to, comply with all reasonable requests or directions from the State to enable the State to verify or ensure that Contractor is in full compliance with its obligations under this Contract in relation to PII. Upon termination or expiration of the Contract or at the State's direction at any time in its sole discretion, whichever is earlier, Contractor shall immediately return to the State any and all PII which it has received under this Contract and shall destroy all records of such PII.

The Contractor shall report to the State any instances of unauthorized access to or potential disclosure of PII in the custody or control of Contractor ("Unauthorized Disclosure") that come to the Contractor's attention. Any such report shall be made by the Contractor within twenty-four (24) hours after the Unauthorized Disclosure has come to the attention of the Contractor. Contractor shall take all necessary measures to halt any further Unauthorized Disclosures. The Contractor, at the sole discretion of the State, shall provide no cost credit monitoring services for individuals whose PII was affected by the Unauthorized Disclosure. The Contractor shall bear the cost of notification to all individuals affected by the Unauthorized Disclosure, including individual letters and public notice. The remedies set forth in this Section are not exclusive and are in addition to any claims or remedies available to this State under this Contract or otherwise available at law. The obligations set forth in this Section shall survive the termination of this Contract

State of Tennessee
Department of Environment and Conservation

eReporting

Project Approach and Estimates

Version 0.2

Updated: July 2, 2019



WINDSOR
SOLUTIONS

Environmental +
Health Information
Systems

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Version Control

Version	Date	Author	Notes
0.1	06/25/2019	Windsor Solutions	Initial draft.
0.2	06/28/2019	Windsor Solutions	Updated based on feedback

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Introduction

Windsor Solutions, Inc. (Windsor) has created and markets an electronic data capture tool named nFORM that supports the receipt and processing of electronic submissions from the public, regulated entities, and internal staff.

The State of Tennessee Department of Environment and Conservation (TDEC) wishes to use nFORM to support the agency's eReporting Rule Phase 2 requirements.

nFORM provides the flexibility to support TDEC's needs despite the uncertainty surrounding the specific eReporting Rule and the data to be reported.

nFORM was created to meet environmental regulatory agency's needs, with a focus on several factors of critical importance to such agencies:

- Movement to electronic governance
- Highly secure access
- Increased efficiency, collaboration (both internal and external), and communication
- Improved data quality
- Responsiveness to legislative change (or any process change)
- Efficient data management and copy of record
- CROMERR Compliance
- ADA Compliance

This document provides a description of the scope of work, the project approach, and an estimate of costs/timeline for the eReporting initiative.

Statement of Work

This section provides an overview of the project and details the statement of work for the project as it is currently understood by Windsor and TDEC.

The principal scope of the project is to establish TDECs new eReporting system to support the public's ability to submit forms online for the National Pollutant Discharge Elimination System (NPDES) program. This includes configuration and implementation Windsor's nFORM software as the eReporting system. The solution will be hosted by Windsor and will utilize Windsor's nFORM product.

The new eReporting system project is comprised of the following scope:

- Base cloud installation and configuration of the nFORM product for TDEC.
- Preparation of Test and Production cloud environments for the eReporting system.
- Implementation of the following forms:
 - Existing:
 - Notice of Intent – Construction General Permit (CN-0940)
 - Notice of Intent – Stormwater Multi-Sector General Permit (CN-1108)
 - Notice of Intent – Municipal Separate Storm Sewer System (CN-1295)
 - Notice of Intent – Underground Storage Tank Remediation (CN-1217)
 - Notice of Intent - Hydrostatic Test (CN-1262)
 - Notice of Intent - Ready Mixed Concrete Permit (CN-1216)
 - Notice of Intent - Water Treatment Plant (CN-1225)
 - Certification - Stormwater Multi-Sector No Exposure (CN-1516)
 - Notice of Termination - Construction General Permit (CN-1175)
 - Pretreatment Performance Summary Reports (CN-1382)
 - Municipal Separate Storm Sewer System Annual Program Reports (CN-1291)
 - New
 - Notice of Termination - Non Construction General Permit
 - Concentrated Animal Feeding Operation Annual Reports
 - Cooling Water Intakes Annual Reports
 - Sewer Overflow Event Reports
- Interfacing with the following existing State of Tennessee systems:
 - ██████ Single Sign-On – to support the ability to authenticate users via TDEC's single sign-on system.
 - ██████ – for document storage.
 - FIS Payment Portal – to support fee payment processing

- WaterLog – for permit processing and management. This will include the ability to perform basic pre-population of form data for an applicant as well as the ability to send data from eReporting to the WaterLog system. Additionally, status changes in the WaterLog system will be updated in the eReporting system.

The new software solution will be capable of receiving, managing, and processing form submissions received by the NPDES program within the Division of Water Resources (DWR). The system functionality includes (but is not limited to):

- Reporting Community:
 - Identify and find relevant forms
 - Fill out forms and submit them to TDEC
 - Collaborate with TDEC and refine/revise submissions as required
 - Review and manage form submissions (including the status of the submission)
- Agency users:
 - Review form submissions
 - Process form submissions
 - Collaborate with reporting community to and refine/revise submissions as required

Additional details of the software solution are provided in the *Project Requirements* Appendix of this document.

nFORM Implementation Approach

The following work plan outlines the approach for a base implementation of nFORM, configuration, integration, form design, training, testing and implementation.

Project Initiation

Windsor will initiate the project via formal planning with TDEC and a kickoff meeting.

The kickoff meeting will review a preliminary plan and proposed schedule with the identified project team. This meeting will also be used to ensure that all project participants understand the goals of the project, the expected outcomes, and their roles and responsibilities.

A draft project plan and schedule will be distributed to the project team for review following the project kickoff meeting. This draft will be updated and finalized after review feedback is received and processed.

Deliverables

- Kickoff Meeting
- Project Plan

Base nFORM Deployment (Implementation and Configuration)

Configuration Assessment

Windsor will work with TDEC staff to determine the desired configuration for the nFORM system. Windsor will work also with agency staff to explore where and how nFORM's integrations fit within the existing agency system architecture in addition to TDEC's cloud hosting needs.

Windsor will document the configuration needs for the system in the cloud environment. Topics include desired branding, network accessibility, general integration techniques/protocols, domain names, payment processing integration documentation, document management integration documentation, authentication integration documentation, and WaterLog integration documentation.

Deliverables

- Configuration Assessment

Issue Tracker Established

Windsor will establish an issue tracker (Service Desk) system for use by the project/TDEC. This system will allow TDEC and Windsor to document, manage, and monitor/track any project issues/concerns, risks, etc. as well as bugs, enhancement requests, and questions related to the nFORM product itself.

Deliverables:

- Issue Tracker

Establish Development and Test Environments

In order to prepare for the base implementation, systems integration, training and testing, Development and Test environments will be established.

Deliverables:

- Development eReporting Environment (at Windsor)
- Test eReporting Environment (in Windsor's AWS Cloud)

Base nFORM Implementation and Configuration

Based on the Configuration assessment, Windsor will establish the cloud hosting environment and configure the core nFORM system to meet the agreed needs, and will update the system look and feel and branding to reflect the agency's branding.

Windsor will then install nFORM in the established testing environment. TDEC staff will have an opportunity to confirm that the configuration, branding and general installation was performed as specified.

Deliverables:

- Base nFORM System Implementation (in Development)
- Configured and Branded nFORM System
- Base nFORM System Implementation (in Test)

Integration Planning

Windsor will work with TDEC to review needed integrations and establish a plan for the different integrations, including FIS payment processor, ██████ document management, ██████ Single Sign-On, and WaterLog.

Deliverables:

- Integration Plan(s)

Form and Integration Design

Form Design and Configuration

Windsor will establish and configure online forms in the eReporting system based on the existing forms using the nFORM Form Designer capability. In addition, Windsor will establish and configure online forms in the eReporting system for the newly envisioned forms using the "future form" mockups TDEC has established.

As forms are designed and configured, Windsor will present the form to TDEC for review and feedback. Windsor will refine the forms based on actionable feedback received from TDEC.

Deliverables

- Forms Design and Configuration

Integration Design

Windsor will work TDEC staff to design the appropriate integrations. This includes interface designs for the following integrations

- █████ Single Sign-On for authentication
- █████ for document storage
- FIS Integration for payment processing
- WaterLog for Notice of Termination (NOT) nFORM form pre-population, receipt of form data, and form submission status synchronization

This documentation will include information such as definitions of interfaces, data mappings (if needed) and security requirements.

Deliverables:

- Integration Design

Project Checkpoint

Following the base configuration and design efforts, Windsor will have a better understanding of the effort required to complete the requested integrations (and any desired/needed enhancements). A checkpoint will be held to ensure that TDEC and Windsor are both aware of the project status and effort required to complete implementation tasks.

For any identified enhancements to the base nFORM system, Windsor will provide estimates. Based on priorities and project funding, TDEC can determine which, if any, of the enhancements they would like to move forward with. If there are necessary enhancements and TDEC wishes to implement them, then Windsor will document those selected in an Enhancement Scope Definition.

Windsor and TDEC will need to work through any potential roadblocks, if they exist. Based on this, the project plan and timeline will be revised to appropriately plan out the build and implementation effort.

Deliverables

- Enhancement Estimates
- Revisited Project Plan
- Enhancement Scope Definition

Integration Development (Runs in parallel with other activities)

█████ Integration

Based on the Integration Design established in the design phase of the project, Windsor will establish the integration with █████ Single Sign-On for authentication purposes. This integration will be unit tested by Windsor staff and prepared for use by TDEC staff.

Deliverables:

- █████ Integration Developed and Unit Tested

Integration

Based on the Integration Design established in the design phase of the project, Windsor will establish the integration with [REDACTED] application for storing and accessing documents/attachments. This integration will be unit tested by Windsor staff and prepared for use by TDEC staff.

Deliverables:

- [REDACTED] Integration Developed and Unit Tested

FIS Integration

Based on the Integration Design established in the design phase of the project, Windsor will establish and develop the FIS Payment Processor for the purpose of allowing public users to submit payment for form submissions. This integration will be unit tested by Windsor staff and prepared for use by TDEC staff.

Deliverables:

- FIS Integration Developed and Unit Tested

WaterLog Integration

Based on the Integration Design established in the design phase of the project, Windsor will establish and develop the integration with the WaterLog permit management system. When creating a new NOT form submission, high-level site and permit information will be pre-populated on the form. Upon submission of a form, data will be made available for consumption into WaterLog. Additionally, when a form submission status is changed in WaterLog, the submission status will be updated in the nFORM system. This integration will be unit tested by Windsor, TDEC and STS staff and prepared for use by TDEC staff.

Deliverables:

- WaterLog Integration Developed and Unit Tested

System Training and Documentation

In order to prepare TDEC to use the system Windsor will provide Training on use of the base eReporting system.

Along with the training, Windsor will provide supporting documentation. Windsor utilizes a hands-on, train-the-trainer approach. Therefore, participants should expect to be actively using the system during training. This describe-demonstrate-do model has proven successful in quickly bringing clients up to speed with the system. For each session, Windsor will distribute the training syllabus to attendees for review prior to training activities.

As a result of this training TDEC staff should be able to help others learn the system, and they should be able to design forms and have an appreciation of the data integration possibilities. Technical staff will be necessary to support data integration tasks. Technical staff should be able to develop integrations with nFORMs web service APIs. Specific skills will depend upon the TDEC system to/from which data will be shared.

Form Design and Submission Processing Training

This training targets form designers and submission processors who review and approve/deny applications. Training will be held with a hands-on approach, where participants will be able to perform

exercises in the system, with support from Windsor. User, Form Design, and Submission Processing guides will be distributed to training attendees during the training sessions.

System Administrator Training

This training targets system administrators responsible for establishing new organizations (i.e. entities within TDEC), maintaining users, performing basic system configuration, and supporting data integration needs. Training will be held with a hands-on approach, where participants will be able to perform exercises in the system, with support from Windsor.

Deliverables:

- User Guide
- Help Documentation
- Submission Processing Guide
- Form Design Guide
- Form Design and Submission Processing Training Session
- System Administration Training Session

User Testing

Windsor will implement the User Test system in the Test environment. User Testing will be performed by TDEC. This testing will include end-to-end testing for the newly developed forms, including form submission, authorization, document storage, payment processing, and WaterLog data integration.

Windsor will address configuration, implementation, and integration issues resulting from this User Test.

Deliverables:

- User Test Implementation
- User Test Issues Resolved

Acceptance Testing

Windsor will implement the Acceptance Test system in the Test environment in preparation for testing.

TDEC staff will perform an Acceptance Test of the implemented components to confirm the operation of the developed system components. Windsor will support the acceptance testing activity and will resolve reported issues and respond to submitted questions and comments. Feedback submitted during Acceptance Testing will be addressed as quickly as possible and returned to testers for resolution confirmation.

Following Acceptance Testing, and once all known issues are addressed and the system meets the defined project requirements, TDEC will be asked to provide acceptance of the system.

Deliverables:

- Acceptance Test Implementation
- Acceptance Test Issues Resolved

Production Launch

Establish Production Environment

In parallel to testing activities, Windsor will establish and configure the production environment for the eReporting system, in the AWS cloud. Once available, a dry run implementation will occur where the production environment is verified and communication with all integration points is confirmed. This will better prepare the team for the production implementation.

Production Implementation

Once a release is ready, and acceptance testing has concluded, Windsor will implement the system in the production environment. TDEC staff will perform a verification to validate the installation and ensure the system performs appropriately. Windsor will support TDEC in the verification activities.

Go Live

Following verification in the production environment, the new version will be ready and available to internal program staff and the regulated community.

Deliverables:

- Production Environment
- Production Implementation
- Go Live

Estimates

Cost Estimates

The following table outlines the base implementation cost and program license details.

Deployment	
Line Item	Estimate
<p>eReporting Configuration, Integration, Implementation and Training</p> <p>The implementation cost is calculated based on Windsor’s estimated level of effort (i.e., Windsor’s staff time required in the performance of the project), using the billing rates identified below, and including some travel for on-site visits.</p> <p>Due to the (fairly typical) project variables involved with the eReporting project (e.g., system integration interfaces, depth of training needed), the actual effort will likely be +/- 25% of this estimate.</p> <p>The majority of these costs are (one-time) nFORM system integration costs, as follows:</p> <ul style="list-style-type: none"> • █████ Single Sign On ~ \$18,600 • FIS Payment Processor ~ \$23,700 • █████ Document Storage ~ \$9,700 • WaterLog ~ \$28,000 	\$139,000
<p>Annual Program Level License</p> <p>This provides an annual license for nFORM, limited for use only by the Division of Natural Areas and the Division of Water Resource. There is no limitation on the number of forms or the number of internal and external users. TDEC is entitled to new versions of nFORM while the annual subscription is maintained.</p>	\$30,000
<p>Annual eReporting Cloud Hosting and Maintenance</p>	\$25,000

Ongoing Support

The maintenance budget included with the license/hosting is used to maintain the deployed instance during the licensing and hosting subscription. This includes support for server maintenance, disaster recovery, version upgrades and deployment support, release testing support, hot fixes during the upgrade for critical issues, and provision of release notes and other documentation related to the upgrade/release.

This estimate does not cover post-production additional support (e.g., additional training, integration modifications, additional form design). TDEC can request additional hours for any such needs, for example, via additional task orders.

Rates

Windsor's standard 2019 labor rates are shown below.

Level	Rate	Description
Principal Consultant	219	Our Principal Consultants are our most experienced consultants in business and technical project management, typically having in excess of 18 years' experience in the field. They will have significant experience managing client engagements and individual information systems projects across many environmental programs and are able to lead the development of information systems strategies for agencies and programs. Principal Consultants are also senior members of Windsor's management team, contributing to company direction and meeting delivery commitments.
Managing Consultant	199	Managing Consultants are our senior project managers and technical architects. These self-directed individuals typically direct the development and implementation of complex application systems, and will formulate business systems architecture plans, estimate costs, and ensures projects meet business and technical objectives. They are familiar with a variety of the field's concepts, practices, and procedures. Will lead and direct the work of others and a wide degree of creativity and latitude is expected. This position typically requires a minimum of 12 years' experience in the field or a related area.
Lead Consultant	172	Our Lead Consultants provide business and technical leadership to improve business processes and support critical business strategies by managing the development, implementation, and maintenance of business application systems. They are familiar with a variety of the field's concepts, practices, and procedures and will usually lead and direct the work of other team members. This position typically requires a minimum of 8 years' experience in the field or a related area.
Senior Consultant	152	Senior Consultants are experienced business analysts and application or database developers who are able to analyze, design, and develop business systems to support environmental program areas. These individuals generally work under the direction of a Lead Consultant or Managing Consultant but are self-directed and able to make significant contributions to project implementations. This position typically requires a minimum of 4 years' experience in the field or a related area.
Consultant	124	Consultants are growing business analysts and application or database developers who are able to analyze, design, and develop business systems to support environmental program areas. These individuals generally work under the direction of a Senior Consultant or Lead Consultant and are directed by senior team members. Based on direction they are able to make good

		contributions to project implementations. This position typically requires a minimum of 2 years' experience in the field or a related area.
Associate	97	Associates are junior business analysts and application or database developers who contribute to analysis, design, and development of business systems to support environmental program areas. These individuals generally work under the direction of other Consultants to tackle tasks that are within their level of ability. Based on direction they are able to contribute to project implementations and typically rapidly improve their skill set.

The following project Roles will be filled and utilized on the project. Note that the specific personell are not assigned and therefore the likely Level and Rate are speculative.

Project Role	Likely Level & Rate	Position Description
Project Advisor	Principal Consultant (\$219)	Provides project input and advise Serves as primary point of contact for any contract related issues
Project Manager	Managing Consultant (\$199)	Works with TDEC Project Manager to refine Project Charter, Management Plan, Implementation Plan and Schedule Works with TDEC Project Manager to assess project status and risks Coordinates Windsor staff and ensures adequate staff engagement and delivery for assigned tasks Works with Project Leads and TDEC Project Manager to assess status and schedule Uses █████ and other tools to track and monitor progress Develops Windsor Status Reports and leads status meetings Ensures issues are addressed, or as appropriate, escalates issues to appropriate Windsor management or TDEC Project Manager
Technical Architect	Principal Consultant (\$219)	Provides technical expertise on hardware, software, and environment configurations necessary to support nVIRO products. Works with TDEC technical subject matter experts and support staff to analyze, define, and plan integration development Develops or leads Development Support staff in coding and testing of integration components
Configuration / nFORM Analyst	Lead Consultant (\$172)	Executes configuration tasks necessary to tailor nFORM configuration to expressed needs. Works with SME's to design necessary forms within nFORM Leads training efforts

Integration Analyst	Senior Consultant (\$152)	<p>Works with technical subject matter experts and support staff to analyze integration needs</p> <p>Works with Configuration Analysts to define data integration specifications for program-specific data.</p> <p>Reviews data-integration issues with SMEs, and works with Developer to implement adjustments and fixes to data-integration logic</p>
Integration Developer	Senior Consultant (\$152)	<p>Works with Integration Analyst to map and implement integrations</p> <p>Develops and tests data integration procedures</p> <p>Reviews data-integration issues with SMEs, and works with Integration Analyst to implement adjustments and fixes to data-integration logic</p>

Schedule

This project is anticipated to take approximately 5-6 months to complete, from the kickoff. The following table provides a breakdown of this schedule.

Task	Approximate Duration
Project Initiation	2 Weeks
Base nFORM Deployment	1 Month
Form and Integration Design	1 Month
Project Checkpoint	1 Week
Integration Development	1-2 Months
Enhancements	TBD
System Training and Documentation	1-2 Weeks
User Testing	3-4 Weeks
Acceptance	2 Weeks
Production Launch	1 Week
Total Approximate Duration	5-6 Months

Estimate Basis and Assumptions

The cost estimates were developed with the following assumptions (that contain the anticipated effort). If any of these are incorrect or unfounded, those assumptions should be removed or refined.

The following assumptions were made when describing the statement of work:

- There will be no data migration of historical data to the eReporting system (e.g., from past paper form submissions).

- TDEC’s requirements will not require extension to the base functionality of nFORM.
- TDEC and STS will be responsible for the EPA CROMERR certification process with only minimal support from Windsor (e.g., 2-4 hours).
- TDEC plans to use WaterLog for submission workflow processing once the submitted data from nFORM is imported into Waterlog.
- TDEC will define the “future forms” that are not currently represented in TDEC’s form repository.
- TDEC has a current development and/or testing version of ██████████ ██████████ FIS, and WaterLog that closely matches the Production environment systems which can be used for development and testing purposes. Windsor will be provided secure access to these tools from Windsor’s Development environment (at Windsor headquarters) as well as the Test environment in Windsor’s AWS cloud.
- Three two-person trips are anticipated and assumed to support the project. These trips are intended for onsite kick-off/discovery meetings, interim checkpoint meetings, training and testing.
- Authentication and Authorization:
 - Windsor will integrate with ██████████ for authentication purposes only and will utilize the OpenID Connect standards for this integration. Authorization will be performed/managed using nFORM’s native authorization capabilities.
 - ██████████ can provide nFORM with the minimal amount of information needed to establish an nFORM profile (name and email) during the initial successful login.
 - The system will authenticate both internal and external users via ██████████
 - The nFORM system will not need to support the ability for a user to change their email or password.
 - The nFORM system will not need to support the ability to update ██████████ user information (e.g., name, address, etc.) based on changes made in nFORM. This is to say that no synchronization process will be needed between the systems.
 - No two user accounts will share the same email address within the ██████████ system.
- Document Storage:
 - The nature of the ██████████ integration will be for submission document storage purposes only. Documents attached to a form submission will be stored in ██████████ Upon request of form submission document, the nFORM system will request the document from the ██████████ system and the ██████████ system will return the document to nFORM for presentation to the user. This is to say that documents (which are encrypted at rest) are stored in ██████████ and managed by nFORM and document names will not be readable by the lay person.
 - Metadata saved with the document will be limited to base attributes such as system name, creation date and submission number.
- Payment Processing:

- The FIS system provides industry standard interfaces and workflow for supporting payment processing.
- The FIS system provides a user interface for processing payments. When an online payment is needed, the nFORM system will redirect the user to this FIS interface for payment. FIS will communicate the payment completion via post back method.
- WaterLog:
 - The extent of the WaterLog integration is:
 - Basic Site/Permit information will be pre-populated on nFORM forms based on data provided from the WaterLog system. The WaterLog system will provide an API that Windsor can utilize to request and receive this information.
 - Data submission in the eReporting system will be available for consumption in to the WaterLog system. Windsor will provide API(s) to allow TN technical staff to develop a process to consume this data into the WaterLog system.
 - Upon a status change (of a form submission) within the WaterLog or nFORM system, the form submission status will need to be synchronized with the WaterLog and nFORM systems. The nFORM system will provide an API which can be called to change the status of a specific submission. The WaterLog system will provide an API which can be called to change the status of a specific submission.

Appendix

Appendix A: Project Requirements

ReqID	Requirement	Priority	Clarification
General-001	Customer shall have an account, secured with a username and password.	Must Have	Username and Password data will be stored in [REDACTED] Single Sign On product.
General-002	Customer shall be able to view a list of all submissions associated with their account.	Must Have	Submission data is stored in nFORM.
General-003	Customer shall be able to view details for a specific submission, associated with their account.	Must Have	Submission data is stored in nFORM.
General-004	Customer shall be able to view the current status and comments regarding their submission from within nFORM.	Must Have	Submission status and employee comment are stored in WaterLog.
General-005	Customer shall be able to view permits associated with their account from within nFORM.	Must Have	Permits data is stored in WaterLog. TDEC only needs to view the form submission for a permit (day forward) and their related status. Permits themselves don't need to be listed/viewable.
General-006	Customer shall be able to view documents associated with their account from within nFORM.	Must Have	Documents are stored in [REDACTED] TDEC only needs to view documents associated to form submission.
General-007	Customer shall be able to view a list of fees associated with their account from within nFORM.	Must Have	A summary of fees charged, paid and outstanding will suffice.

General-008	Customer shall be able to view a list of invoices associated with their account from within nFORM.	Could Have	A summary of fees charged, paid and outstanding will suffice.
NOI-CGP-001	Customer shall be able to submit form CN-0940 (Notice of Intent - Construction General Permit) electronically.	Must Have	
NOI-CGP-002	Electronic form shall pre-populate customer information where possible.	Must Have	
NOI-CGP-003	Customer shall be able to pay fees online.	Must Have	
NOI-CGP-004	Customer shall be able to upload supporting documentation.	Must Have	
NOI-CGP-005	Customer shall receive a PDF copy of their submission.	Must Have	
NOI-CGP-006	Employees shall be able to review submission, and issue permit from the Waterlog system.	Must Have	
NOI-TMSP-001	Customer shall be able to submit form CN-1108 (Notice of Intent - Stormwater Multi-Sector General Permit) electronically.	Must Have	
NOI-TMSP-002	Electronic form shall pre-populate customer information where possible.	Must Have	
NOI-TMSP-003	Customer shall be able to upload supporting documentation.	Must Have	
NOI-TMSP-004	Customer shall receive a PDF copy of their submission.	Must Have	
NOI-TMSP-005	Employees shall be able to review submission, and issue permit from the Waterlog system.	Must Have	
NOI-MS4-001	Customer shall be able to submit form CN-1295 (Notice of Intent - Municipal Separate Storm Sewer System) electronically.	Must Have	
NOI-MS4-002	Electronic form shall pre-populate customer information where possible.	Must Have	

NOI-MS4-003	Customer shall be able to upload supporting documentation.	Must Have	
NOI-MS4-004	Customer shall receive a PDF copy of their submission.	Must Have	
NOI-MS4-005	Employees shall be able to review submission, and issue permit from the Waterlog system.	Must Have	
NOI-UST Remediation-001	Customer shall be able to submit form CN-1217 (Notice of Intent - Underground Storage Tank Remediation) electronically.	Must Have	
NOI-UST Remediation-002	Electronic form shall pre-populate customer information where possible.	Must Have	
NOI-UST Remediation-003	Customer shall be able to upload supporting documentation.	Must Have	
NOI-UST Remediation-004	Customer shall receive a PDF copy of their submission.	Must Have	
NOI-UST Remediation-005	Employees shall be able to review submission, and issue permit from the Waterlog system.	Must Have	
NOI-Hydrostatic Test-001	Customer shall be able to submit form CN-1262 (Notice of Intent - Hydrostatic Test) electronically.	Must Have	
NOI-Hydrostatic Test-002	Electronic form shall pre-populate customer information where possible.	Must Have	
NOI-Hydrostatic Test-003	Customer shall be able to upload supporting documentation.	Must Have	

NOI-Hydrostatic Test-004	Customer shall receive a PDF copy of their submission.	Must Have	
NOI-Hydrostatic Test-005	Employees shall be able to review submission, and issue permit from the Waterlog system.	Must Have	
NOI-RMCP-001	Customer shall be able to submit form CN-1216 (Notice of Intent - Ready Mixed Concrete Permit) electronically.	Must Have	
NOI-RMCP-002	Electronic form shall pre-populate customer information where possible.	Must Have	
NOI-RMCP-003	Customer shall be able to upload supporting documentation.	Must Have	
NOI-RMCP-004	Customer shall receive a PDF copy of their submission.	Must Have	
NOI-RMCP-005	Employees shall be able to review submission, and issue permit from the Waterlog system.	Must Have	
NOI-WTP-001	Customer shall be able to submit form CN-1225 (Notice of Intent - Water Treatment Plant) electronically.	Must Have	
NOI-WTP-002	Electronic form shall pre-populate customer information where possible.	Must Have	
NOI-WTP-003	Customer shall be able to upload supporting documentation.	Must Have	
NOI-WTP-004	Customer shall receive a PDF copy of their submission.	Must Have	
NOI-WTP-005	Employees shall be able to review submission, and issue permit from the Waterlog system.	Must Have	
CERT-TMSP No Exposure-001	Customer shall be able to submit form CN-1516 (Certification - Stormwater Multi-Sector No Exposure) electronically.	Must Have	

CERT-TMSP No Exposure- 002	Electronic form shall pre-populate customer information where possible.	Must Have	
CERT-TMSP No Exposure- 003	Customer shall receive a PDF copy of their submission.	Must Have	
CERT-TMSP No Exposure- 004	Employees shall be able to review submission, and issue permit from the Waterlog system.	Must Have	
NOT-CGP-001	Customer shall be able to submit form CN-1175 (Notice of Termination - Construction General Permit) electronically.	Must Have	
NOT-CGP-002	Customer shall receive a PDF copy of their submission.	Must Have	
NOT-CGP-003	Employees shall be able to review submission, and terminate permit from the Waterlog system.	Must Have	
NOT-CGP-004	Customer shall be able to pre-populate fields, by referencing a previously approved permit		
NOT-Non CGP-001	Customer shall be able to submit form (future form(s)) (Notice of Termination - Non Construction General Permit) electronically.	Must Have	
NOT-Non CGP-002	Customer shall receive a PDF copy of their submission.	Must Have	
NOT-Non CGP-003	Employees shall be able to review submission, and terminate permit from the Waterlog system.	Must Have	
NOT-Non CGP-004	Customer shall be able to pre-populate fields, by referencing a previously approved permit		
REPORT- Pretreatment- 001	Customer shall be able to submit form CN-1382 (Pretreatment Performance Summary Reports) electronically.	Must Have	

REPORT-Pretreatment-002	Employees shall be able to review submission from the Waterlog system.	Must Have	
REPORT-MS4 Annual-001	Customer shall be able to submit form CN-1291 (Municipal Separate Storm Sewer System Annual Program Reports) electronically.	Must Have	
REPORT-MS4 Annual-002	Employees shall be able to review submission from the Waterlog system.	Must Have	
REPORT-CAFO Annual-001	Customer shall be able to submit form (future form(s)) (Concentrated Animal Feeding Operation Annual Reports) electronically.	Must Have	
REPORT-CAFO Annual-002	Employees shall be able to review submission from the Waterlog system.	Must Have	
REPORT-316b Annual-001	Customer shall be able to submit form (future form(s)) (Cooling Water Intakes Annual Reports) electronically.	Must Have	
REPORT-316b Annual-002	Employees shall be able to review submission from the Waterlog system.	Must Have	
REPORT-Sewer Overflow-001	Customer shall be able to submit form (future form(s)) (Sewer Overflow Event Reports) electronically.	Must Have	
REPORT-Sewer Overflow-002	Employees shall be able to review submission from the Waterlog system.	Must Have	

Appendix B: Service Level Agreement

Windsor’s standard Cloud Hosting Service Level Agreement (SLA) is as follows.

Support Request Issue Severity

Support requests may be submitted by telephone, email, or entered into Windsor’s support website on a 24/7 basis. All support issues will be logged and tracked in Windsor’s web-based support ticket software application [REDACTED] so all requests can be managed and reported from a single data source.

As each support requests is logged, a level of severity is assigned by the client Project Manager:

Severity Level	Explanation
Critical	Security issue or an issue where a central piece of functionality or system component is broken. There is no workaround and users cannot complete actions required. This level typically affects many or all users of an application.
Medium	A major issue that imposes some loss of functionality, for which there is an acceptable workaround and use of the system can proceed in a degraded mode, or an issue that affects a non-central requirement for which there is no workaround where the feature cannot be used. This typically impacts a small pool of users. Accessibility problems are considered Medium severity unless otherwise agreed by the client.
Low	A minor issue that may include some loss of functionality, but for which there is an acceptable and easily reproducible workaround or a cosmetic issue. Users can continue to complete actions needed.
Enhancement	Request for a feature or function not currently implemented in the software application.

The client may escalate any Severity Level Medium or Low support request to a higher Severity Level if sufficient progress is not being made toward resolution.

The following table shows typical response times requirements for issues based on the severity level. “Business hours” typically refer to the normal business hours for the client location (e.g., 8:00 am – 5:00 pm).

Severity Level of Issue	Typical Initial Response Time	Target Resolution Time

Critical	1 business hour	Resolve as soon as possible (but in no more than 10 calendar days)
Medium	8 business hours	Within 15 calendar days
Low	16 business hours	Within next scheduled release.
Enhancement	48 business hours	To be mutually agreed upon.

Target Resolution Time is calculated as the time between when an issue is reported and when it is resolved. An issue is considered resolved when the application returns to normal operations by implementing a permanent fix.

Availability

Windsor guarantees that the cloud hosted systems will be available 24 hours a day, 7 days a week, 365 days a year with at least a 99.95% uptime (excluding regularly scheduled server and application patches, updates, and enhancements, provided that all of such regularly scheduled downtimes total no more than one hour per month, unless agreed to by the client Project Manager).

Windsor uses network monitoring software for servers in the cloud. Windsor is automatically notified if a cloud server becomes unavailable due to a processing or communications problem. Additionally, these alerts will automatically be emailed to the client Project Manager and designees.

If this happens, Windsor will notify the client Project Manager and the relevant IT Staff/Help Desk that an application is unavailable.

Scheduled outages will occur when it is necessary to install operating system or application software updates on the cloud servers.

- Whenever possible, only one scheduled outage will occur per month. However, additional scheduled outages may be required to address new operating system security issues.
- Scheduled outages will occur during non-business hours for the client, and to reduce impact to external users, this will typically occur after 12:00am, client local time, and before 6am, client local time, on weekends.

The Client's Project Manager will be notified about planned outages to obtain agreement about appropriate times. Windsor will email a reminder 30 minutes before the planned outage starts and immediately after the outage ends.

Appendix C: Standard Software License Agreement

This Software License Agreement (“Agreement”) is entered into as of <date> (the “Effective Date”), by and between Windsor Solutions, Inc., an Oregon corporation (“Windsor”) located at 4386 SW Macadam Ave., Suite 101, Portland, OR 97239 and the State of Tennessee

Department of Environment and Conservation (“Client”).

THIS AGREEMENT WITNESSES that in consideration of the premises, mutual covenants and agreements herein and other consideration, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. WORKING RELATIONSHIP.

1.1. Client wishes to obtain a license to use the nFORM software (“Software”) developed and marketed by Windsor.

1.2 Windsor hereby agrees to provide Client with the Software pursuant to the terms of this Agreement.

1.3 Windsor is an independent entity, and is not an agent, partner, or legal representative of Client for any purpose. Windsor shall be solely responsible for wages, salaries and other amounts due its employees or subcontractors under this Agreement. Windsor shall be responsible for all reports and obligations respecting its employees concerning social security, income tax, unemployment insurance, worker’s compensation and similar matters. Windsor is not authorized to make any contract, agreement, warranty or representation on behalf of Client.

2. SCOPE OF SERVICES

2.1 Windsor hereby grants to Client a non-exclusive, limited license to use the Software as set forth in this Agreement (“License”).

2.2 Client shall not modify, copy, duplicate, reproduce, license or sublicense the Software, or transfer or convey the Software or any right in the Software to anyone else.

2.3 Windsor will implement the Software in Client’s computing environment as soon as reasonably possible after the Effective Date.

2.4 Windsor shall configure the Software for Client’s business and regulatory use.

2.5 Windsor will provide up to three days onsite training at Client offices on the use and customization of the Software.

2.6 During the term of this Agreement, Windsor will provide technical support and maintenance services as described herein.

2.7 During the term of this Agreement, at its sole discretion, Windsor will provide periodic updates to the Client’s licensed Software implementation as updates become available. Windsor will notify Client not less than five (5) business days before availability of a new version of the Software. Client may accept updates at their discretion. Windsor at its sole discretion may require Client Software to be updated in order to continue to provide technical support and maintenance services.

2.8 From time to time, Windsor may develop major extensions to the functionality of the Software included as of the Implementation Date. At its sole discretion, Windsor may make such extensions to the core Software available to the Client.

3. COMPENSATION FOR SERVICES

3.1 In consideration for the grant of the Software License described herein and technical support services to be provided, the Client agrees to compensate Windsor in accordance with the Fee Schedule as set out in the attached cost summary.

3.2 Windsor shall invoice the Client for the first year license term upon the initial availability of the Software in the Client environment, and annually thereafter at the beginning of any additional license terms.

4. TERM OF AGREEMENT

4.1 The initial Software one year license term shall commence on <date> and end on <date>.

4.2 Successive one year license terms may be renewed by mutual agreement of Windsor and Client as evidenced in writing under the same terms and conditions set forth herein, subject to Windsor's rights of revision as described below, and unless and until either party terminates the Agreement in accordance with section 10 herein.

5. TECHNICAL SUPPORT AND MAINTENANCE

5.1 Technical support services are defined in the Service Level Agreement

6. CONFIDENTIALITY

6.1 Windsor shall not disclose to any third party or use, except in connection with the performance of Services hereunder, any confidential information of the Client's business or of the Software users' business ("Confidential Information") learned by Windsor in the course hereof.

6.2 This confidentiality obligation shall not apply to any information which is already known to the public or in the event that Windsor receives a validly issued administrative or judicial order, warrant or other process that requires the Windsor to disclose all or part of the Confidential Information or is otherwise required to disclose any Confidential Information in order to comply with any law.

7. COMPLIANCE WITH THE LAW

7.1 The Client acknowledges and agrees that Windsor may elect at its sole discretion to monitor the activities of the Client in the Software. Client agrees to use the software for legal purposes only. In the event that Windsor becomes aware or reasonably believes, in its sole discretion, that the software is being used for illegal purposes, Windsor shall be entitled to immediately terminate the Agreement and the services provided without notice in addition to any remedies to which it may be entitled under law.

7.2 The Client agrees to indemnify and save harmless Windsor from and against all losses, damages, actions or causes of action, suits, claims, demands, penalties and interest arising in connection with or out of any illegal use of the Software.

8. INTELLECTUAL PROPERTY RIGHTS

8.1 Windsor owns and shall continue to own all proprietary rights in all code and content that Windsor supplies pursuant to this Agreement. Client owns and shall continue to own all proprietary rights in the data managed by the Software.

9. REPRESENTATIONS, WARRANTIES AND INDEMNIFICATIONS

9.1 Windsor represents and warrants to the Client that:

- (i) It has the right and capacity to enter into this Agreement and fully perform all of its obligations hereunder;
- (ii) it shall use reasonable efforts to perform the Services described herein (except to the extent the Services modified by the parties from time to time by mutual written agreement) and shall provide such Services in a professional manner consistent with industry standards.
- (iii) OTHER THAN THE EXPRESS WARRANTIES STATED ABOVE, WINDSOR MAKES NO OTHER REPRESENTATIONS OR WARRANTIES HEREUNDER OF ANY KIND, EITHER EXPRESS OR IMPLIED, IN RELATION TO THE SERVICES, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY AND/OR FITNESS FOR ANY PARTICULAR PURPOSE. IN NO EVENT SHALL WINDSOR BE LIABLE, DIRECTLY OR INDIRECTLY, FOR ANY SPECIAL OR CONSEQUENTIAL OR INCIDENTAL DAMAGES INCLUDING BUT NOT LIMITED TO LOSS OF ANTICIPATED PROFITS, LOSS OF REVENUE OR LOSS OF DATA, OR AS A RESULT OF ANY INTERRUPTION OF SERVICE.

9.2 Client Represents and warrants to Windsor that:

- (i) It has the right and capacity to enter into this Agreement and fully perform all of its obligations hereunder;
- (ii) Client shall not, nor shall it allow, authorize or assist any third party to, use the Software for any illegal purpose whatsoever.

9.3 Each of the Parties hereto agree to indemnify and save harmless the other, and any of its respective successors, licensees and assigns, from any and all losses, costs, liabilities, damages and expenses (including reasonable lawyers' fees) resulting any breach of any representation, warranty and/or covenant under this Agreement.

10. TERMINATION

10.1 Either party may terminate this Agreement at any time upon sixty (60) days written notice to the other.

10.2 Either party may terminate this Agreement in the event the other party is in material breach of any provision of this Agreement upon ten (10) business days' prior written notice, unless the party receiving notice cures the default within such ten (10) business day period. If the default is not capable of being corrected within 10 days then the time to cure such default shall be extended for a reasonable time if the correction is commenced within the 10 day cure period.

10.3 Notwithstanding the forgoing, Windsor can immediately terminate this Agreement and withdraw the Software License in the event that in the sole discretion of Windsor, it determines that:

- (i) the Client is using or allowing, authorizing or assisting the Software to be used for illegal purposes; or
- (ii) the Client is in breach of any law or any right of any third party, including but not limited to any right of copyright, trademark, or other property right of any person or entity.

10.4 Upon termination of this Agreement, the Software License will terminate. Client will no longer receive periodic updates to the Software and Windsor will cease providing Support Services.

11. NOTICE

11.1 Any notice required or permitted to be given hereunder shall be in writing and shall be deemed given;

(i) when delivered personally to any officer of the party being notified; or

(ii) on the third business day after being sent by registered or certified mail, postage prepaid, facsimile telecopier, addressed as follows:

To the Client:

<Name>

<Client>

<Address>

<Phone Number>

To Windsor:

<Name>

Windsor Solutions, Inc.

4386 SW Macadam Ave, Suite 101

Portland, OR 97239

(503) 675 7833

12. FORCE MAJEURE

12.1 Neither party hereto shall be responsible for any losses or damages to the other occasioned by delays in the performance or non-performance of any of said party's obligations when caused by Acts of God, strike, acts of war, inability of supplies or material or labor or any other cause beyond the reasonable control of the said party.

13. SEVERABILITY

13.1 In the event any portion of this Agreement is deemed to be invalid or unenforceable, such portion shall be deemed severed and the parties agree that the remaining portions of this Agreement shall remain in full force and effect.

14. ASSIGNMENT

14.1 Neither party may assign or otherwise transfer this Agreement without the written consent of the other party. This Agreement shall endure to the benefit of and bind the parties hereto and their respective legal representatives, successors and assigns.

15. GOVERNING LAW

15.1 This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon.

16. ENTIRE AGREEMENT

16.1 This Agreement, including the recitals and Schedules, sets forth the entire agreement between the parties with respect to the subject matter hereof and, subject to Windsor’s rights of revision as set out herein, the Agreement shall be amended only by a writing signed by the parties.

17. COUNTERPARTS

17.1 This Agreement may be executed in counterparts in the same form and such parts so executed shall together form one original document and be read and construed as if one copy of the Agreement had been executed.

IN WITNESS OF THEIR AGREEMENT, the parties have executed this Agreement as of < date>.

Windsor Solutions, Inc.

<Client>

By: _____

By: _____

Name: <Name>

Name: _____

Title: <Title>

Title: _____