STATE OF TENNESSEE

DEPARTMENT OF FINANCE AND ADMINISTRATION

REQUEST FOR PROPOSALS
FOR
DATA CENTER MIGRATION PLANNING

RFP NUMBER: 317.03-186-08

April 16, 2008

CONTENTS

SECTION

1 INTRODUCTION

2 RFP SCHEDULE OF EVENTS

3 PROPOSAL REQUIREMENTS

4 GENERAL REQUIREMENTS & CONTRACTING INFORMATION

5 PROPOSAL EVALUATION & CONTRACT AWARD

RFP ATTACHMENTS:

6.1 *Pro Forma* Contract

Attachment A – Attestation Re Personnel Used in Contract Preformance

Attachment B – Global Data Center Migration Planning Project

Attachment C – Asset & Configuration Management (ACM) Sub-project

Attachment D – Application & Data Architecture (ADA) Sub-Project

Attachment E – Physical Move & Migration Sub-Project

Attachment F – HIPAA Business Associate Agreement

Attachment G – Graphical Representation of Project Milestones

Attachment H – Deliverable Flow Diagram

Attachment I – Contractor Key Personnel

Attachment J– Acceptable Use Policy

6.2 Proposal Transmittal/Statement Of Certifications & Assurances

6.3 Technical Proposal & Evaluation Guide

6.4 Cost Proposal & Scoring Guide

6.5 Proposal Score Summary Matrix

6.6 Data Center Migration Planning Agenda for Oral Presentation

6.7 Reference Information Questionnaire

6.8 Description of the Sate's Existing Data Center

1 INTRODUCTION

1.1 Statement of Purpose

The State of Tennessee, Department of Finance and Administration, hereinafter referred to as the State, has issued this Request for Proposals (RFP) to define the State's minimum service requirements; solicit proposals; detail proposal requirements; and, outline the State's process for evaluating proposals and selecting the contractor.

Through this RFP, the State seeks to buy the best services at the most favorable, competitive prices and to give ALL qualified businesses, including those that are owned by minorities, women, persons with a disability, and small business enterprises, opportunity to do business with the state as contractors and sub-contractors.

The State intends to secure a contract for consulting services to plan, coordinate, and manage the State's migration from the current single data center to two new data centers.

Due to budgetary constraints and projected revenue shortages, the State will reject any Proposal with an RFP Attachment 6.4, Part A Cost Proposal & Scoring Guide, <u>Part A - Evaluation Cost Amount</u> greater than four million dollars ($4,000,000).

1.1.1 Existing Data Center Description

For a description of the State's existing Data Center, including network schematics, please refer to Attachment 6.8 of this RFP.

1.1.2 The Data Center Migration Planning Project is comprised of ten integrated Sub-Projects, all with the common goal of moving from a single data center design to a dual data center design. This effort includes the design of the physical and logical architecture of the two new data centers.

The ten Data Center Sub-Projects and their descriptions are listed below. However, vendors should note that this RFP will only address **<u>three</u>** of the ten Sub-Projects, as indicated by the parenthetical notes; the seven Sub-Projects not addressed by this RFP will be managed in-house by the State. For specific State and Contractor responsibilities for the following Sub-Projects, see *pro forma* Contract, Section A.2 and associated Contract Attachment references.

1. Asset & Configuration Management (ACM) - This sub-project will provide a complete, multi-dimensional (physical and logical) assessment, discovery, and inventory of all existing State-

Agency systems supported by the data center. Included in this project is the development of a discovery methodology using any auto discovery tool that will integrate with the State's standard Configuration Management Data Base (CMBD), BMC's Atrium CMDB, collection of all physical and logical system information, and loading of data into the State of Tennessee asset management system.

2. Application & Data Architecture (ADA) - This sub-project will design the comprehensive data center architecture as part of the New Data Center Program. The data center architecture will be designed to minimize the impact of a disaster scenario through an architecture that helps mitigate risks and also provides tools and technologies that expedite recovery. The data center architecture design will be a key part of the State of Tennessee strategy for regulatory compliance, and protection and management of data. The new data center architecture will also be an agile infrastructure that can incorporate ongoing improvements in computer storage, core data center networks and application technologies, and empowers the Office for Information Resources (OIR) to support changing business processes.

3. Physical Move & Migration (Move & Migration) - This sub-project will plan the physical move of equipment, and migration of applications / data from the existing data center into the two new data centers. This sub-project includes designing a systematic process that encompasses planning, coordination, migrating applications and data, planning, managing and monitoring the physical move of servers along with all associated system components.

   NOTE: The manpower and resources required for moving and transporting equipment to the new Data Centers are ***NOT*** included in this RFP.

4. Network – **(Not Included in this RFP)** – This sub-project will design and implement the redundant Wide Area Network (WAN) connectivity to outside resources to include the Nashville Metropolitan Area Network (MAN), Tennessee Information Infrastructure (TNII), and the Internet as well as redundant front-end and back-end connections between the two (2) Centers.

5. Operations Management (OM) – **(Not Included in this RFP)** – This sub-project will include best practice recommendations, the physical layout, hardware and software systems, processes and procedures to establish a Command Center as the focal point for 24 hours per day direction and control of all operations within the Office for Information Resources. The Command Center will provide 24 hours per day operational direction, performance monitoring, customer communications, incident management, problem management, change control, and performance assessment.

6. Telephone System (TS) – **(Not Included in this RFP)** – This sub-project will design and implement voice services for the two new data centers. Voice service for each data center will include:

   - Internal communication
   - Inter-facility communication
   - State network communication
   - Public Switched Telephone Network (PSTN) access for local and long distance service

7. Construction – **(Not Included in this RFP)** – This sub-project will construct two new 35,000 square feet Tier III compliant data centers approximately 25 miles apart to meet the State's requirements. We expect the construction to take approximately 2 years to complete. The Tier III data centers will meet standards set by the Uptime Institute for infrastructure and system availability and meet a 99.98% availability requirement. For details and additional information on the Uptime Institute and Tier classifications and definitions please refer to the following link:

   http://www.uptimeinstitute.org/wp_pdf/TUI705DTierClassification_WP.pdf

8. Cost Recovery – **(Not Included in this RFP)** – This sub-project will provide the reporting, audit, and cost recovery function for the Data Center Program.

9. Metropolitan Area Network (MAN) Re-engineering – **(Not Included in this RFP)** - This sub-project will re-engineer the MAN core network to enable elimination of the current Data Center when two

(2) new data centers come on-line. All buildings on the MAN currently are dual-homed to the Data Center and Tennessee Tower, which form the core MAN network. A new core interface will be created in another building on the MAN to enable elimination of the Data Center. Other existing outside connections will be migrated to either the new MAN core connections or one of the new data centers.

10. Plant Maintenance – **(Not Included in this RFP)** – This sub-project will manage, maintain, monitor, and measure a data center infrastructure that supports the Uptime Institute Tier III standards for availability and performance. Develop process, procedures, and controls to maintain cost effective solutions that support the overarching goal of providing a Tier III Data Center with multiple power and cooling distribution paths. These data centers have one active path with redundant components. They are concurrently maintainable with a 99.982% availability target. Planned site maintenance can be performed on Tier III data centers without causing any disruptions; thus, preventative maintenance, testing, and repair can be scheduled and carried out without shutting down the infrastructure. Tier III data centers have N+1 capacity design; however, due to their multiple paths for power and cooling, annual IT downtime is significantly lower.

1.1.3 There are critical dates in the Data Center Migration Planning Project; these are listed below:

1. The Data Center Migration Planning Project must start **within two (2) weeks of Contract Signing.**

2. The deliverables Master Project Work Plan (Attachment B.1.b), Asset and Configuration Management System Process (Attachment C.1.b.1), Application Discovery Document (Attachment C.1.b.2), Physical Topology Discovery Document (Attachment C.1.b.3), Conceptual Dark Room Design (Attachment D.1.b.1) and Detailed State Requirements (Attachment D.1.b.2) have a desired completion date of **January 31, 2009**. The state requests that the contractor propose a date for these deliverables that best aligns with the state's proposed date within their technical proposal. Deliverables shall be deemed complete when the State has accepted and approved the deliverables in writing.

3. The Detailed Dark Room Design (Attachment D.2.b) deliverable has a desired completion date of **October 31, 2009**. The state requests that the contractor propose a date for this deliverable that best aligns with the state's proposed date within their technical proposal. Deliverables shall be deemed complete when the State has accepted and approved the deliverables in writing.

4. The Manage Move and Migration (Attachment E.3.b.1) deliverable has a desired completion date of **December 31, 2010**. The state requests that the vendor propose a date for this deliverable that best aligns with the state's proposed date within their technical proposal. The Physical Move Implementation will be deemed complete when the State has given the Contractor written approval and acceptance of the Final Implemented Architecture Documentation (Attachment E.3.b.2).

5. With regard to items 2, 3, and 4 above, Proposers will treat the agreed upon dates (once determined) as fixed deadlines and take these deadlines into account as they construct their project plans for this project.

1.1.4 The vendor shall provide the services required by this RFP within the context of the technical environment described by the *Tennessee Information Resources Architecture* (sometimes referred to as the technical architecture). The vendor may request a copy of the technical architecture by submitting a written request (email will suffice) to the RFP Coordinator listed in RFP Section 1.5.1.1.

1.2 Scope of Service, Contract Period, and Required Terms and Conditions

The RFP Attachment 6.1, *Pro Forma* Contract details the State's required:

- Scope of Services and Deliverables in Section A;
- Contract Period in Section B;
- Payment Terms in Section C;
- Standard Terms and Conditions in Section D; and,
- Special Terms and Conditions in Section E.

The *pro forma* contract substantially represents the contract document that the proposer selected by the State MUST agree to and sign.

1.3 Nondiscrimination

No person shall be excluded from participation in, be denied benefits of, be discriminated against in the admission or access to, or be discriminated against in treatment or employment in the State's contracted programs or activities on the grounds of disability, age, race, color, religion, sex, national origin, or any other classification protected by federal or Tennessee State Constitutional or statutory law; nor shall they be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of contracts with the State or in the employment practices of the State's contractors. Accordingly, all vendors entering into contracts with the State shall, upon request, be required to show proof of such nondiscrimination and to post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

The State has designated the following to coordinate compliance with the nondiscrimination requirements of the State of Tennessee, Title VI of the Civil Rights Act of 1964, the Americans with Disabilities Act of 1990, and applicable federal regulations.

Emily M. Passino, Ph.D.
Senior Management Consultant
F&A / Office of Consulting Services
Wm. R. Snodgrass Tennessee Tower, 12th Floor
Nashville, TN 37243-1700
Phone: 615.741.6030 ~ Fax: 615.532.1892
http://www.state.tn.us/finance/rds/consulting_services_home.html

1.4 Assistance to Proposers With a Disability

A Proposer with a disability may receive accommodation regarding the means of communicating this RFP and participating in this RFP process. A Proposer with a disability should contact the RFP Coordinator to request reasonable accommodation no later than the Disability Accommodation Request Deadline detailed in the RFP Section 2, Schedule of Events.

1.5 RFP Communications

1.5.1 **Unauthorized contact regarding this RFP with employees or officials of the State of Tennessee other than the RFP Coordinator detailed below may result in disqualification from this procurement process.**

1.5.1.1 Interested Parties must direct all communications regarding this RFP to the following RFP Coordinator, who is the state of Tennessee's only official point of contact for this RFP.

Marga Rivenbark
Department of Finance and Administration
17th Floor, Wm. R. Snodgrass Tennessee Tower
312 8th Avenue North
Nashville, Tennessee 37243
(615) 253-5247 Fax (615) 741-6164
marga.rivenbark@state.tn.us

1.5.1.2 Notwithstanding the foregoing, Interested Parties may contact the staff of the Governor's Office of Diversity Business Enterprise for general, public information regarding this RFP, assistance available from the Governor's Office of Diversity Business Enterprise, or potential future state procurements.

1.5.2 The State has assigned the following RFP identification number that must be referenced in all communications regarding the RFP:

RFP – 317.03-186-08

1.5.3 Any oral communications shall be considered unofficial and non-binding with regard to this RFP.

1.5.4 Each Proposer shall assume the risk of the method of dispatching any communication or proposal to the State. The State assumes no responsibility for delays or delivery failures resulting from the method of dispatch. Actual or electronic "postmarking" of a communication or proposal to the State by a deadline date shall not substitute for actual receipt of a communication or proposal by the State.

1.5.5 The RFP Coordinator must receive all written comments, including questions and requests for clarification, no later than the Written Comments Deadline detailed in the RFP Section 2, Schedule of Events.

1.5.6 The State reserves the right to determine, at its sole discretion, the appropriate and adequate responses to written comments, questions, and requests for clarification. The State's official responses and other official communications pursuant to this RFP shall constitute an amendment of this RFP.

1.5.7 The State will convey all official responses and communications pursuant to this RFP to the potential proposers from whom the State has received a Notice of Intent to Propose.

1.5.8 Only the State's official, written responses and communications shall be considered binding with regard to this RFP.

1.5.9 The State reserves the right to determine, at its sole discretion, the method of conveying official responses and communications pursuant to this RFP (*e.g.*, written, facsimile, electronic mail, or Internet posting). The State will publish documents pertaining to this procurement effort on the following website:

http://state.tn.us/finance/oir/pcm/rfps.html

1.5.10 Any data or factual information provided by the State, in this RFP or an official response or communication, shall be deemed for informational purposes only, and if a Proposer relies on such data or factual information, the Proposer should either: (1) independently verify the information; or, (2) obtain the State's written consent to rely thereon.

1.6 Notice of Intent to Propose

Each potential proposer should submit a Notice of Intent to Propose to the RFP Coordinator by the deadline detailed in the RFP Section 2, Schedule of Events. The notice should include:

- Proposer's name
- name and title of a contact person
- address, telephone number, and facsimile number of the contact person
- email address of the contact person

NOTICE: A Notice of Intent to Propose creates no obligation and is not a prerequisite for making a proposal, however, it is necessary to ensure receipt of RFP amendments and other communications regarding the RFP (refer to RFP Sections 1.5, *et seq.*, above).

1.7 Proposal Deadline

Proposals must be submitted no later than the Proposal Deadline time and date detailed in the RFP Section 2, Schedule of Events. A proposal must respond to the written RFP and any RFP exhibits, attachments, or amendments. A late proposal shall not be accepted, and a Proposer's failure to submit a proposal before the deadline shall cause the proposal to be disqualified.

1.8 Pre-Proposal Conference

A Pre-Proposal Conference will be held at the time and date detailed in the RFP Section 2, Schedule of Events. The purpose of the conference is to discuss the RFP scope of services. While questions

will be entertained, the response to any question at the Pre-Proposal Conference shall be considered tentative and non-binding with regard to this RFP. Questions concerning the RFP should be submitted in writing prior to the Written Comments Deadline date detailed in the RFP Section 2, Schedule of Events. To ensure accurate, consistent responses to all known potential Proposers, the official response to questions will be issued by the State as described in RFP Sections 1.5, *et seq.*, above and on the date detailed in the RFP Section 2, Schedule of Events.

Pre-Proposal Conference attendance is not mandatory, and each potential Proposer may be limited to a maximum number of attendees depending upon overall attendance and space limitations. The conference will be held at:

MultiMedia Room, 3rd floor
Wm R. Snodgrass, Tennessee Tower
312 8th Avenue North
Nashville, TN 37243

2 RFP SCHEDULE OF EVENTS

The following Schedule of Events represents the State's best estimate of the schedule that will be followed. Unless otherwise specified, the time of day for the following events will be between 8:00 a.m. and 4:30 p.m., Central Time.

RFP SCHEDULE OF EVENTS **NOTICE: The State reserves the right, at its sole discretion, to adjust this schedule as it deems necessary. The State will communicate any adjustment to the Schedule of Events to the potential proposers from whom the State has received a Notice of Intent to Propose.**		
EVENT	**TIME**	**DATE** **(all dates are state business days)**
1. State Issues RFP		**April 16, 2008**
2. Disability Accommodation Request Deadline		**April 23, 2008**
3. Pre-proposal Conference	**1:00 pm**	**April 28, 2008**
4. Notice of Intent to Propose Deadline		**April 30, 2008**
5. Written Comments Deadline		**May 6, 2008**
6. State Responds to Written Comments		**May 13, 2008**
7. Proposal Deadline	**2:00 p.m.**	**May 20, 2008**
8. State Completes Initial Technical Proposal Scoring		**May 29, 2008**
9. Oral Presentations		**June 2-9, 2008**
10. State Completes Technical Proposal Evaluations		**June 10, 2008**
11. State Opens Cost Proposals and Calculates Scores	**9:00 a.m.**	**June 11, 2008**
12. State Issues Evaluation Notice and Opens RFP Files for Public Inspection	**9:00 a.m.**	**June 16, 2008**
13. Contract Signing		**June 26, 2008**
14. Contract Signature Deadline		**July 3, 2008**
15. Contract Start Date		**July 7, 2008**

3 PROPOSAL REQUIREMENTS

Each Proposer must submit a proposal in response to this RFP with the most favorable terms that the Proposer can offer. There will be no best and final offer procedure.

3.1 Proposal Form and Delivery

3.1.1 Each response to this RFP must consist of a Technical Proposal and a Cost Proposal (as described below).

3.1.2 Each Proposer must submit, in hardcopy form, one (1) original and ten (10) copies of the Technical Proposal. The State also requires ten (10) CD copies of the Technical Proposal. The hardcopies and CDs must be submitted to the State in a sealed package that is clearly marked:

"Technical Proposal in Response to RFP- 317.03-186-08 – Do Not Open"

In the case of a discrepancy between the hardcopy RFP version and a CD version, the hardcopy will take precedence over the CD copies.

IMPORTANT NOTE: Do <u>not</u> include cost proposal information of any kind in the hard or soft copies of the Technical Proposal.

3.1.3 Each Proposer must submit one (1) Cost Proposal to the State in a <u>separate</u>, <u>sealed</u> package that is clearly marked:

"Cost Proposal in Response to RFP- 317.03-186-08 – Do Not Open"

3.1.4 If a Proposer encloses the separately sealed proposals (as detailed above) in a larger package for mailing, the Proposer must clearly mark the outermost package:

"Contains Separately Sealed Technical and Cost Proposals for RFP- 317.03-186-08"

3.1.5 The State must receive all proposals in response to this RFP, at the following address, no later than the Proposal Deadline time and date detailed in the RFP Section 2, Schedule of Events.

Marga Rivenbark
Dept. of Finance and Administration
17th Floor, Wm. R. Snodgrass, Tennessee Tower
312 8th Ave N
Nashville, TN 37243-1510

3.1.6 A Proposer may not deliver a proposal orally or by any means of electronic transmission.

3.2 Technical Proposal

3.2.1 The RFP Attachment 6.3, Technical Proposal and Evaluation Guide details specific requirements for making a Technical Proposal in response to this RFP. This guide includes mandatory and general requirements as well as technical queries requiring a written response.

NOTICE: No pricing information shall be included in the Technical Proposal. Inclusion of Cost Proposal amounts in the Technical Proposal shall make the proposal non-responsive and the State shall reject it.

3.2.2 Each Proposer must use the Technical Proposal and Evaluation Guide to organize, reference, and draft the Technical Proposal. Each Proposer should duplicate the Technical Proposal and Evaluation Guide and use it as a table of contents covering the Technical Proposal (adding proposal page numbers as appropriate).

3.2.3 Each proposal should be economically prepared, with emphasis on completeness and clarity of content. A proposal, as well as any reference material presented, must be written in English and must be written on standard 8 ½" x 11" paper (although foldouts containing charts, spreadsheets, and oversize exhibits are permissible). All proposal pages must be numbered.

3.2.4 All information included in a Technical Proposal should be relevant to a specific requirement detailed in the Technical Proposal and Evaluation Guide. All information must be incorporated into a response to a specific requirement and clearly referenced. Any information not meeting these criteria will be deemed extraneous and will in no way contribute to the evaluation process.

3.2.5 The State may determine a proposal to be non-responsive and reject it if the Proposer fails to organize and properly reference the Technical Proposal as required by this RFP and the Technical Proposal and Evaluation Guide.

3.2.6 The State may determine a proposal to be non-responsive and reject it if the Technical Proposal document fails to appropriately address/meet all of the requirements detailed in the Technical Proposal and Evaluation Guide.

3.3 Cost Proposal

3.3.1 The Cost Proposal must be submitted to the State in a sealed package separate from the Technical proposal.

3.3.2 Each Cost Proposal must be recorded on an exact duplicate of the RFP Attachment 6.4, Cost Proposal and Scoring Guide.

3.3.3 Each Proposer shall ONLY record the proposed cost exactly as required by the Cost Proposal and Scoring Guide and shall NOT record any other rates, amounts, or information.

3.3.4 The proposed cost shall incorporate all costs for services under the contract for the total contract period.

3.3.5 The Proposer must sign and date the Cost Proposal.

3.3.6 If a Proposer fails to submit a Cost Proposal as required, the State shall determine the proposal to be non-responsive and reject it.

3.3.7 The RFP Attachment 6.4, Part A Cost Proposal & Scoring Guide, **Part A - Evaluation Cost Amount** must **not** be greater than four million dollars ($4,000,000). Otherwise, the State shall determine the proposal to be non-responsive and reject it.

4 GENERAL REQUIREMENTS & CONTRACTING INFORMATION

4.1 Proposer Required Review and Waiver of Objections

Each Proposer must carefully review this RFP and all attachments, including but not limited to the *pro forma* contract, for comments, questions, defects, objections, or any other matter requiring clarification or correction (collectively called "comments"). Comments concerning RFP objections must be made in writing and received by the State no later than the Written Comments Deadline detailed in the RFP Section 2, Schedule of Events. This will allow issuance of any necessary amendments and help prevent the opening of defective proposals upon which contract award could not be made.

Protests based on any objection shall be considered waived and invalid if these comments/objections have not been brought to the attention of the State, in writing, by the Written Comments Deadline.

4.2 RFP Amendment and Cancellation

The State reserves the unilateral right to amend this RFP in writing at any time. If an RFP amendment is issued, the State will convey such amendment to the potential proposers who submitted a Notice of Intent to Propose. Each proposal must respond to the final written RFP and any exhibits, attachments, and amendments.

The State of Tennessee reserves the right, at its sole discretion, to cancel and reissue this RFP or to cancel this RFP in its entirety in accordance with applicable laws and regulations.

4.3 Proposal Prohibitions and Right of Rejection

4.3.1 The State of Tennessee reserves the right, at its sole discretion, to reject any and all proposals in accordance with applicable laws and regulations.

4.3.2 Each proposal must comply with all of the terms of this RFP and all applicable State laws and regulations. The State may reject any proposal that does not comply with all of the terms, conditions, and performance requirements of this RFP. The State may consider any proposal that does not meet the requirements of this RFP to be non-responsive, and the State may reject such a proposal.

4.3.3 A proposal of alternate services (*i.e.*, a proposal that offers services different from those requested by this RFP) shall be considered non-responsive and rejected.

4.3.4 A Proposer may not restrict the rights of the State or otherwise qualify a proposal. The State may determine such a proposal to be a non-responsive counteroffer, and the proposal may be rejected.

4.3.5 A Proposer may not submit the Proposer's own contract terms and conditions in a response to this RFP. If a proposal contains such terms and conditions, the State may determine, at its sole discretion, the proposal to be a non-responsive counteroffer, and the proposal may be rejected.

4.3.6 A Proposer shall not submit more than one proposal. Submitting more than one proposal shall result in the disqualification of the Proposer.

4.3.7 A Proposer shall not submit multiple proposals in different forms. This prohibited action shall be defined as a Proposer submitting one proposal as a prime contractor and permitting a second Proposer to submit another proposal with the first Proposer offered as a subcontractor. This restriction does not prohibit different Proposers from offering the same subcontractor as a part of their proposals, provided that the subcontractor does not also submit a proposal as a prime contractor. Submitting multiple proposals in different forms may result in the disqualification of all Proposers knowingly involved.

4.3.8 The State shall reject a proposal if the Cost Proposal was not arrived at independently without collusion, consultation, communication, or agreement as to any matter relating to such prices with any

other Proposer. Regardless of the time of detection, the State shall consider any of the foregoing prohibited actions to be grounds for proposal rejection or contract termination.

4.3.9 The State shall not contract with or consider a proposal from:

4.3.9.1 an individual who is, or within the past six months has been, an employee or official of the State of Tennessee;

4.3.9.2 a company, corporation, or any other contracting entity in which an ownership of two percent (2%) or more is held by an individual who is, or within the past six months has been, an employee or official of the State of Tennessee (this shall not apply either to financial interests that have been placed into a "blind trust" arrangement pursuant to which the employee does not have knowledge of the retention or disposition of such interests or to the ownership of publicly traded stocks or bonds where such ownership constitutes less than 2% of the total outstanding amount of the stocks or bonds of the issuing entity);

4.3.9.3 a company, corporation, or any other contracting entity which employs an individual who is, or within the past six months has been, an employee or official of the State of Tennessee in a position that would allow the direct or indirect use or disclosure of information, which was obtained through or in connection with his or her employment and not made available to the general public, for the purpose of furthering the private interest or personal profit of any person; or,

4.3.9.4 any individual, company, or other entity involved in assisting the State in the development, formulation, or drafting of this RFP or its scope of services shall be considered to have been given information that would afford an unfair advantage over other Proposers, and such individual, company, or other entity may not submit a proposal in response to this RFP.

4.3.9.5 For the purposes of applying the requirements of RFP subsection 4.3.9, *et. seq.*, an individual shall be deemed an employee or official of the State of Tennessee until such time as all compensation for salary, termination pay, and annual leave has been paid.

4.3.10 The State reserves the right, at its sole discretion, to waive a proposal's variances from full compliance with this RFP. If the State waives minor variances in a proposal, such waiver shall not modify the RFP requirements or excuse the Proposer from full compliance with such. Notwithstanding any minor variance, the State may hold any Proposer to strict compliance with this RFP.

4.4 Incorrect Proposal Information

If the State determines that a Proposer has provided, for consideration in this RFP process or subsequent contract negotiations, incorrect information that the Proposer knew or should have known was materially incorrect, that proposal shall be determined non-responsive and shall be rejected.

4.5 Proposal of Additional Services

If a proposal offers services in addition to those required by and described in this RFP, the additional services may be added to the contract before contract signing at the sole discretion of the State. Notwithstanding the foregoing, a Proposer shall not propose any additional cost amount(s) or rate(s) for additional services.

NOTICE: The Proposer's Cost Proposal shall record only the proposed cost as required in this RFP and shall not record any other rates, amounts, or information. If a Proposer fails to submit a Cost Proposal as required, the State shall determine the proposal to be non-responsive and shall reject the proposal.

4.6 Assignment and Subcontracting

4.6.1 The Proposer awarded a contract pursuant to this RFP may not subcontract, transfer, or assign any portion of the contract without the State's prior, written approval.

4.6.2 A subcontractor may only be substituted for a proposed subcontractor at the discretion of the State and with the State's prior, written approval.

4.6.3 At its sole discretion, the State reserves the right to refuse approval of any subcontract, transfer, or assignment.

4.6.4 Notwithstanding State approval of each subcontractor, the Proposer, if awarded a contract pursuant to this RFP, shall be the prime contractor and shall be responsible for all work performed.

4.7 Right to Refuse Personnel

At its sole discretion, the State reserves the right to refuse any personnel, of the prime contractor or a subcontractor, for use in the performance of a contract pursuant to this RFP.

4.8 Insurance

The State may require the apparent successful Proposer to provide proof of adequate worker's compensation and public liability insurance coverage before entering into a contract. Additionally, the State may require, at its sole discretion, the apparent successful Proposer to provide proof of adequate professional malpractice liability or other forms of insurance. Failure to provide evidence of such insurance coverage is a material breach and grounds for termination of the contract negotiations. Any insurance required by the State shall be in form and substance acceptable to the State.

4.9 Licensure

Before a contract pursuant to this RFP is signed, the apparent successful Proposer must hold all necessary, applicable business and professional licenses. The State may require any or all Proposers to submit evidence of proper licensure.

4.10 Service Location and Work Space

The service pursuant to this RFP is to be performed, completed, managed, and delivered as detailed in the RFP Attachment 6.1, *Pro Forma* Contract. Work space on the State's premises may be available for contractor use in accordance with the *pro forma* contract or at the State's discretion. Normal State work hours are 8:00 a.m. to 4:30 p.m., with additional hours worked as necessary to meet project deadlines. All work performed on the State's premises shall be completed during the State's standard business hours, unless otherwise agreed to by the State.

4.11 Proposal Withdrawal

A Proposer may withdraw a submitted proposal at any time up to the Proposal Deadline time and date detailed in the RFP Section 2, Schedule of Events. To do so, a proposer must submit a written request, signed by a Proposer's authorized representative to withdraw a proposal. After withdrawing a previously submitted proposal, a Proposer may submit another proposal at any time up to the Proposal Deadline.

4.12 Proposal Errors and Amendments

Each Proposer is liable for all proposal errors or omissions. A Proposer will not be allowed to alter or amend proposal documents after the Proposal Deadline time and date detailed in the RFP Section 2, Schedule of Events unless such is formally requested, in writing, by the State.

4.13 Proposal Preparation Costs

The State will not pay any costs associated with the preparation, submittal, or presentation of any proposal.

4.14 Disclosure of Proposal Contents

Each proposal and all materials submitted to the State in response to this RFP shall become the property of the State of Tennessee. Selection or rejection of a proposal does not affect this right. All proposal information, including detailed price and cost information, shall be held in confidence during the evaluation process. Notwithstanding, a list of actual proposers submitting timely proposals may be available to the public, upon request, directly after technical proposals are opened by the state.

Upon the completion of the evaluation of proposals, indicated by public release of an Evaluation Notice, the proposals and associated materials shall be open for review by the public in accordance with *Tennessee Code Annotated*, Section 10-7-504(a)(7). By submitting a proposal, the Proposer acknowledges and accepts that the full proposal contents and associated documents shall become open to public inspection.

4.15 Contractor Registration

While registration with the state is not required to make a proposal, a service provider must be registered to do business with the state of Tennessee before approval of an awarded contract. To meet this prerequisite, an unregistered service provider must simply register as required prior to contract approval. Fast and easy access to *Online Contractor Registration* is available at the following Internet URL: **www.state.tn.us/finance/rds/ocr/register.html**

(For more information about registration, please contact the Department of General Services at (615) 741-1035 or **vendor.registration@state.tn.us**.)

4.16 Contract Approval

The RFP and the contractor selection processes do not obligate the State and do not create rights, interests, or claims of entitlement in either the Proposer with the apparent best-evaluated proposal or any other Proposer. Contract award and State obligations pursuant thereto shall commence only after the contract is signed by the Contractor and the head of the procuring state agency and after the contract is approved and signed by all other State officials as required by State laws and regulations.

4.17 Contract Payments

All contract payments shall be made in accordance with the contract's Payment Terms and Conditions provisions (refer to RFP Attachment 6.1, *Pro Forma* Contract, Section C). No payment shall be made until the contract is approved as required by State laws and regulations. Under no conditions shall the State be liable for payment of any type associated with the contract or responsible for any work done by the Contractor, even work done in good faith and even if the Contractor is orally directed to proceed with the delivery of services, if it occurs before contract approval by State officials as required by applicable statutes and rules of the State of Tennessee or before the contract start date or after the contract end date specified by the contract.

4.18 Contractor Performance

The Contractor shall be responsible for the completion of all work set out in the contract. All work is subject to inspection, evaluation, and acceptance by the State. The State may employ all reasonable means to ensure that the work is progressing and being performed in compliance with the contract. At reasonable times, the State may inspect those areas of the Contractor's place of business that are related to the performance of the contract. If the State requires such an inspection, the Contractor shall provide reasonable access and assistance.

4.19 Contract Amendment

During the course of this contract, the State may request the Contractor to perform additional work for which the Contractor would be compensated. That work shall be within the general scope of this RFP. In such instances, the State shall provide the Contractor a written description of the additional work, and the Contractor shall submit a time schedule for accomplishing the additional work and a price for the additional work based on the rates included in the Contractor's proposal to this RFP. If the State and the Contractor reach an agreement regarding the work and associated compensation, such

agreement shall be effected by means of a contract amendment. Any such amendment requiring additional work must be mutually agreed upon by the parties and signed by the Contractor and the head of the procuring state agency and must be approved by other State officials as required by State laws and regulations. The Contractor shall not commence additional work until the State has issued a written contract amendment and secured all required approvals.

4.20 Severability

If any provision of this RFP is declared by a court to be illegal or in conflict with any law, said decision shall not affect the validity of the remaining RFP terms and provisions, and the rights and obligations of the State and Proposers shall be construed and enforced as if the RFP did not contain the particular provision held to be invalid.

5 PROPOSAL EVALUATION & CONTRACT AWARD

5.1 Evaluation Categories and Maximum Points

The State will consider qualifications and experience, technical approach, and cost in the evaluation of proposals. The maximum points that shall be awarded for each of these categories are detailed below.

CATEGORY	MAXIMUM POINTS POSSIBLE
Qualifications and Experience	**200**
Technical Approach	**400**
Oral Presentation	**100**
Cost Proposal	**300**

5.2 Evaluation Process

The proposal evaluation process is designed to award the contract not necessarily to the Proposer of least cost, but rather to the Proposer with the best combination of attributes based upon the evaluation criteria.

5.2.1 The RFP Coordinator will use the RFP Attachment 6.3, Technical Proposal and Evaluation Guide to manage the Technical Proposal Evaluation and maintain evaluation records.

5.2.1.1 The RFP Coordinator will review each Technical Proposal to determine compliance with mandatory requirements (refer to RFP Attachment 6.3, Technical Proposal and Evaluation Guide, Technical Proposal Section A). If the RFP Coordinator determines that a proposal may have failed to meet one or more of the mandatory requirements, the Proposal Evaluation Team will review the proposal and document its determination of whether: (1) the proposal meets requirements for further evaluation; (2) the State will request clarifications or corrections; or, (3) the State will determine the proposal non-responsive to the RFP and reject it.

5.2.1.2 A Proposal Evaluation Team, made up of three or more State employees, will evaluate each Technical Proposal that appears responsive to the RFP.

5.2.1.3 Each Proposal Evaluation Team member will independently, evaluate each proposal against the evaluation criteria in this RFP, rather than against other proposals, and will score each in accordance with the RFP Attachment 6.3, Technical Proposal and Evaluation Guide.

5.2.1.4 The State reserves the right, at its sole discretion, to request Proposer clarification of a Technical Proposal or to conduct clarification discussions with any or all Proposers. Any such clarification or discussion shall be limited to specific sections of the proposal identified by the State. The subject Proposer shall put any resulting clarification in writing as may be required by the State.

5.2.2 After Initial Technical Proposal Scoring is completed, apparent responsive Proposers will be required to make an oral presentation to the State's Evaluation Team.

5.2.2.1 The State will randomly select the order of presentation and contact each Proposer with that Proposer's assigned date and time for the Oral Presentations, as detailed in RFP Section 2, Schedule of Events.

5.2.2.2 The Proposal Evaluation Team will evaluate each Oral Presentation, and will score each in accordance with the RFP Attachment 6.3, Technical Proposal and Evaluation Guide, Section D.

5.2.2.3 Agenda and Oral Presentation Script. An agenda for the Oral Presentation and an Oral Presentation Script is included as RFP Attachment 6.6. The demonstration must be executed in accordance with the agenda. The time frames specified should be followed as closely as possible. This is required in order to provide equal demonstration time and ensure a fair evaluation process across vendors.

The script specifies the requirements and processes that the State expects to be presented in each session.

5.2.2.4 State Facilitator. The State will provide a facilitator for each Oral Presentation, and, for consistency, this shall be the same individual for all demonstrating vendors. The State facilitator's responsibilities shall include, but not be limited to, the following:

- monitor the agenda and signal the presenter when time is short or it appears that the schedule for the current session will not be met;
- monitor the timing of evaluator questions to best accommodate the vendor being able to complete the presentation on each topic.

The State Facilitator's responsibilities notwithstanding, it is the vendor's responsibility to ensure that the vendor's solution is presented in its best light and that all scripted demonstration topics have been addressed in a timely manner.

5.2.2.5 Equipment. The State will provide the following equipment:

- Projection screen
- Flipchart with flipchart paper and pens

Proposer will provide its own video projection equipment and computer to connect to the video projector for presentation purposes.

Note: The State will not provide an internet connection and there will not be a printer available for the oral presentation.

5.2.2.6 Attendees. The Oral Presentation will be open only to the scheduled Proposer, the Proposal Evaluation Team, the RFP Coordinator, and observers - functional and technical subject matter experts from their areas invited by the Proposal Evaluation Team to observe in the oral presentations. To ensure the competitive process is not compromised and to manage the presentation process efficiently, observers are not allowed to ask questions verbally, provide verbal input, or participate directly in the presentation. If observing subject matter experts have questions, they may submit them in writing to the State Facilitator or a member of the Evaluation Team, who will then ask the questions during the presentation on behalf of the observer. In addition, the State evaluators may, at their option, request consulting input from subject matter experts. In all cases, this will be done in writing through the RFP Coordinator, who shall provide the written responses to all evaluators. The evaluators may consider these written responses when they are assigning their Oral Presentation scores.

5.2.3 After the evaluation team has scored the Oral Presentations and the Technical Proposal evaluations are completed, the RFP Coordinator will open the Cost Proposals and use the RFP Attachment 6.4, Cost Proposal and Scoring Guide to calculate and document the Cost Proposal scores.

5.2.4 For each responsive proposal, the RFP Coordinator will add the average Technical Proposal score to the Cost Proposal score (refer to RFP Attachment 6.5, Proposal Score Summary Matrix).

5.3 Contract Award Process

5.3.1 The RFP Coordinator will forward the results of the proposal evaluation process to the head of the procuring agency who will consider the proposal evaluation process results and all pertinent information available to make a determination about the contract award. The State reserves the right to make an award without further discussion of any proposal.

Notwithstanding the foregoing, to effect a contract award to a proposer other than the one receiving

the highest evaluation score, the head of the procuring agency must provide written justification for such an award and obtain the written approval of the Commissioner of Finance and Administration and the Comptroller of the Treasury.

5.3.2 After the agency head's determination, the State will issue an Evaluation Notice to identify the apparent best-evaluated proposal on the Evaluation Notice date detailed in the RFP Section 2, Schedule of Events.

NOTICE: The Evaluation Notice shall not create rights, interests, or claims of entitlement in either the Proposer with apparent best-evaluated proposal or any other Proposer.

5.3.3 The State will also make the RFP files available for public inspection on the Evaluation Notice date detailed in the RFP Section 2, Schedule of Events.

5.3.4 The Proposer with the apparent best-evaluated proposal must agree to and sign a contract with the State which shall be substantially the same as the RFP Attachment 6.1, *Pro Forma* Contract.

However, the State reserves the right, at its sole discretion, to add terms and conditions or to revise *pro forma* contract requirements in the State's best interests subsequent to this RFP process. No such terms and conditions or revision of contract requirements shall materially affect the basis of proposal evaluations or negatively impact the competitive nature of the RFP process.

5.3.5 The Proposer with the apparent best-evaluated proposal must sign and return the contract drawn by the State pursuant to this RFP no later than the Contract Signature Deadline date detailed in the RFP Section 2, Schedule of Events. If the Proposer fails to provide the signed contract by the deadline, the State may determine that the Proposer is non-responsive to the terms of this RFP and reject the proposal.

5.3.6 If the State determines that the apparent best-evaluated proposal is non-responsive and rejects the proposal after opening Cost Proposals, the RFP Coordinator will re-calculate scores for each responsive Cost Proposal to determine the new, apparent best-evaluated proposal.

ATTACHMENT 6.1

PRO FORMA CONTRACT

The *pro forma* contract detailed in this attachment contains some "blanks" (signified by descriptions in capital letters) that will be completed with appropriate information in the final contract resulting from this RFP.

CONTRACT
BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF FINANCE AND ADMINISTRATION
AND
CONTRACTOR NAME

This Contract, by and between the State of Tennessee, Department of Finance and Administration, hereinafter referred to as the "State" and CONTRACTOR LEGAL ENTITY NAME, hereinafter referred to as the "Contractor," is for the provision of Data Center Migration Planning Services, as further defined in the "SCOPE OF SERVICES."

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 Federal Employer Identification or Social Security Number: ID NUMBER
Contractor Place of Incorporation or Organization: LOCATION

A. SCOPE OF SERVICES:

A.1. The Contractor shall provide all service and deliverables as required, described, and detailed by this Scope of Services and shall meet all service and delivery timelines specified in the Scope of Services section or elsewhere in this Contract.

A.2. The tasks, services, and deliverables performed or provided for the Data Center Migration Planning under this Contract shall be organized as "Sub-Projects" within the Global Data Center Migration Planning Project (Contract Attachment B). A description of the Global Data Center Migration Planning Project and the sub-projects is shown below:

a. Overview of the Global Data Center Migration Planning Project: The Data Center Migration Planning Project is comprised of ten integrated sub-projects, all with the common goal of moving from a single data center design to a dual data center design. This effort includes the design of the physical and logical architecture of the two new data centers. The Contractor will be responsible for only three of the ten sub-projects. The three sub-projects that the Contractor is responsible for include the Asset & Configuration Management, Application & Data Architecture, and Physical Move & Migration. The other seven sub-projects that comprise the Data Center Migration Planning Project will be managed in-house by the State. The seven sub-projects that the State will manage include:

(1) Network **(State Responsibility Only)**. This sub-project will design and implement the redundant Wide Area Network (WAN) connectivity to outside resources to include the Nashville Metropolitan Area Network (MAN), Tennessee Information Infrastructure (TNII), and the Internet as well as redundant front-end and back-end connections between the two Data Centers.

(2) Operations Management **(State Responsibility Only)**. This sub-project will include best practice recommendations, the physical layout, hardware and software systems, processes and procedures to establish a Command Center as the focal point for 24 hours per day direction and control of all operations within the Office for Information Resources. The Command Center will provide 24 hours per day operational direction,

performance monitoring, customer communications, incident management, problem management, change control, and performance assessment.

(3) Telephone System **(State Responsibility Only)**. This sub-project will design and implement voice services for the two new data centers. Voice service for each data center will include:

- Internal communication
- Inter-facility communication
- State network communication
- Public Switched Telephone Network access for local and long distance service

(4) Construction **(State Responsibility Only)**. This sub-project will construct 2 new 35,000 square feet Tier III compliant data centers approximately 25 miles apart to meet the State's requirements. We expect the construction to take approximately 2 years to complete. The Tier III data centers will meet standards set by the Uptime Institute for infrastructure and system availability and meet a 99.98% availability requirement.

(5) Cost Recovery **(State Responsibility Only)**. This sub-project will provide the reporting, audit, and cost recovery function for the Data Center Program.

(6) Metropolitan Area Network **(State Responsibility Only)**. This sub-project will re-engineer the Metropolitan Area Network (MAN) core network to enable elimination of the current Data Center when two new data centers come on-line. All buildings on the MAN currently are dual-homed to the Data Center and Tennessee Tower (state office building), which form the core MAN network. A new core interface will be created in another building on the MAN to enable elimination of the Data Center. Other existing outside connections will be migrated to either the new MAN core connections or one of the new data centers.

(7) Plant Maintenance **(State Responsibility Only)**. This sub-project will manage, maintain, monitor, and measure a data center infrastructure that supports the Uptime Institute Tier III standards for availability and performance. Develop process, procedures, and controls to maintain cost effective solutions that support the overarching goal of providing a Tier III Data Center with multiple power and cooling distribution paths. These data centers have one active path with redundant components. They are concurrently maintainable with a 99.982% availability target. Planned site maintenance can be performed on Tier III data centers without causing any disruptions; thus, preventative maintenance, testing, and repair can be scheduled and carried out without shutting down the infrastructure. Tier III data centers have N+1 capacity design; however, due to their multiple paths for power and cooling, annual IT downtime is significantly lower.

b. Asset & Configuration Management (ACM) **(Contractor Responsibility)**: This sub-project will be the responsibility of the Contractor and will provide a complete, multi-dimensional (physical and logical) assessment, discovery, and inventory of all existing State-Agency systems supported by the data center. Included in this project is the development of a discovery methodology using any auto discovery tool that will integrate with the State's standard Configuration Management Database (CMBD), BMC's Atrium CMDB; the collection of all physical and logical system information; and the loading of the data into the State of Tennessee's asset management database. The Contractor will deliver the ACM sub-project per the phased approach described in Contract Attachment C. Attachment C also details the requirements, deliverables, and additional resources specific to each sub-project phase. If there are any existing conditions that must be taken into account in the delivery of this sub-project, these will also be detailed in Contract Attachment C.

c. Application & Data Architecture (ADA) **(Contractor Responsibility)**: This sub-project will be the responsibility of the Contractor and will design the comprehensive data center architecture as part of the New Data Center Program. The data center architecture will be designed to minimize the impact of a disaster scenario through an architecture that helps

mitigate risks and also provides tools and technologies that expedite recovery. The data center architecture design will be a key part of the State of Tennessee's strategy for regulatory compliance, and protection and management of data. The new data center architecture will also be an agile infrastructure that can incorporate ongoing improvements in computer storage, core data center networks and application technologies, and empowers the Office for Information Resources to support changing business processes. The Contractor will deliver the ADA sub-project per the phased approach described in Contract Attachment D. Attachment D also details the requirements, deliverables, and additional resources specific to each sub-project phase. If there are any existing conditions that must be taken into account in the delivery of this sub-project, these will also be detailed in Contract Attachment D.

d. Physical Move & Migration (Move & Migration) **(Contractor Responsibility)**: This sub-project will be the responsibility of the Contractor and will plan the physical move of equipment, and migration of applications / data from the existing data center into the two new data centers. This sub-project includes designing a systematic process that encompasses planning, coordination, migrating applications and data, planning, managing and monitoring the physical move of servers along with all associated system components.

NOTE: The manpower and resources required for moving and transporting equipment to the new Data centers are not included in this Contract.

The Contractor will deliver the Physical Move & Migration sub-project per the phased approach as described in Contract Attachment E. Attachment E also details the requirements, deliverables, and additional resources specific to each sub-project phase. If there are any existing conditions that must be taken into account in the delivery of this sub-project, these will also be detailed in Contract Attachment E.

A.3. Each of the Sub-Projects listed in Section A.2 will have a work plan that will be a subset of the overall Data Center Migration Planning Master Project Work Plan, as described in Section A.4.a.

A.4. Overall Project Management. The tools and processes used to manage this project include:

a. Master Project Work Plan. The Contractor will provide the Master Project Work Plan per the following guidance:

(1) The Contractor shall create a Master Project Work Plan that includes all known tasks for the duration of the project, including the critical path time line. The Master Project Work Plan shall reflect the State-approved implementation schedule and shall cover the entire project. The Master Project Work Plan shall be reviewed weekly with the State Project Manager and updated throughout the project to reflect current information, as a basis for subsequent project tasks.

(2) The Master Project Work Plan shall include a separate Work Plan for each sub-project and which will be fully integrated with, and can be rolled up into, the Master Project Work Plan. Each Sub-Project Work Plan shall also include the following bulleted items. The Master Project Work Plan and the Sub-Project Work Plans are referred to collectively as "Work Plans."

- Work Breakdown Structure (WBS): A WBS of the major phases of the project, accounting for all milestones, tasks, and deliverables shall be provided.
- WBS Dictionary: Create a detailed and complete WBS dictionary for this project.
- Timetables: The Work Plans shall provide adequate time for the State to review, provide feedback, and approve all deliverables, revisions, or corrections. A timetable shall be developed for each task, deliverable, and milestone, including estimated start and completion dates, actual start and completion dates, estimated and actual task hours, and completion percentage

for all in-process tasks. This includes critical deadlines and milestones for Contractor and State deliverables. The dates arrived at within the Work Plans must be mutually agreed upon between the State and the Contractor within thirty (30) calendar days of submission of the Master Project Work Plan, with the State having final authority for acceptance and approval.

- Resource Loading: The plan will include assignment of Contractor personnel (including sub-contractor personnel, if applicable) and State personnel by task with estimated hours. Note that State personnel are defined both at the overall Global Data Center Migration Planning project level and at the sub-project Level. The Contractor shall ensure that the schedules of the project staff have been designed to guarantee timely completion of deliverables. A summary of total Contractor and State hours by phase is required.
- Critical Path: The Work Plans shall include a critical path with parallel and dependent project tasks.
- Assumptions and Constraints: The Contractor shall identify and document any assumptions and constraints that relate to the approved Work Plans. The Assumptions and Constraints will be used to create the initial submitted Work Plans, and those Work Plans shall be updated throughout the project to reflect current information.

b. Requirement to Use Microsoft Project. The Contractor must use Microsoft Project as the project management tool. The work plans and other pertinent deliverables shall be maintained using this tool.

c. Project Risks. The Contractor shall document potential project risks that could impact their ability to meet milestone dates in the Work Plans. The Contractor shall also document procedures for handling of potential or actual problems. Plans for addressing slippage of critical dates will be included.

A.5. Contractor Project Team. The Contractor's Project Team will be provided per the following guidance:

a. Contract Project Team Composition: To support the Global Data Center Migration Planning Project and overall project management of the three sub-projects, the Contractor will provide, at a minimum, a team composed of the staff members listed below. The Contractor will have full responsibility for providing adequate staff to complete the project in the required time frame. The State may require additional Contractor staff members to support the sub-projects themselves, and these additional positions are defined in the Contract Attachments specific to each sub-project (See Contract Attachments C through E). Not all sub-project phases will require staff in addition to the roles listed below. In such cases, the State has specified this under each section labeled "Additional Phase-Specific Resources – Contractor Team."

(1) Project Manager (1)

- 10+ Years experience with the last 7 Years in this job class
- 10+ Years in managing data center migration projects
- 10+ Years experience in Project Management Methodologies developing project plans; project work plans; communication, risk, issues, HR / staffing, and governance management plans; and providing routine status meetings / reports.
- Expert knowledge of MS Project and SharePoint
- Strong Communication Skills, written and verbal

(2) Business Analyst (1)

- 10+ Years analyzing business process and system requirements and must have participated in multiple data center migrations within the last 5 years
- Expert knowledge of data center migration methodology and implementation technologies
- Strong Communication Skills, written and verbal

(3) Technical Architect (1)

- 10+ Years experience with the last 7 Years in this job class
- Expert knowledge of data center migration methodology and implementation technologies
- Strong Communication Skills, written and verbal
- Knowledge of MS Project and SharePoint
- Proficient in simplifying and standardizing complex business processes and IT systems.
- Must be organized, have an eye for detail, and be able to put ideas into tangible form
- Familiarity with Zachman Framework
- Familiarity with the Open Group Architecture Framework
- Able to design complex systems at the component level, make strategic technology choices, and directly supervise the quality of designs and implementation inside and between components, plus influence development managers to ensure appropriate levels of quality on owned architecture(s).
- Developing and/or maintaining application architecture artifacts
- Providing technical leadership to the application development teams
- Performing design and code reviews
- Providing guidance on open source solutions, industry best practices, and technical trends
- Assisting with the development of application coding standards tailored to maintain system integrity within the constraints and design of the existing operating environment
- Assisting with the development of application design standards
- Ensuring adherence to application design and coding standards

(4) Network Architect (1)

- 10+ Years experience with the last 7 Years in this job class
- Expert knowledge of data center migration methodology and implementation technologies
- Strong Communication Skills, written and verbal
- Knowledge of MS Project and SharePoint
- Designs network based on customer requirements
- Performs lead function in multiple platform network integration projects
- Assists customer with major network strategy development and deployment
- Writes network documentation and specifications
- CCIE certification or CCNP certification preferred

(5) Network Security Architect (1)

- 10+ Years experience with the last 7 Years in this job class
- Expert knowledge of data center migration methodology and implementation technologies
- Strong Communication Skills, written and verbal

- Knowledge of MS Project and SharePoint
- Designs network based on customer requirements
- Performs lead function in multiple platform network integration projects
- Assists customer with major network strategy development and deployment
- Writes network security documentation and specifications
- CISSP certification preferred

(6) Documentation Expert (1)

- 5+ Years documenting complex projects including network diagrams, data flow models, etc.

(7) The roles that are listed in Section A.5.a (1) through (6) constitute the "Key Personnel" that the Contractor must assign to the Data Center Migration Planning Project. The Contractor will name specific individuals to fulfill these roles and these names will be listed in Contract Attachment I.

These Key Personnel must be on-site at the state and dedicated full-time to the Data Center Migration Planning Project, during the Strategy and Detailed Design phases of the project.

(8) The Contractor will maintain at all times a list of all Project Team members, indicating the individual's name, contact information, and role or title.

b. State's Right to Approve Contractor Personnel. The Contractor shall assign all Key Personnel identified in Contract Attachment I, Contractor Key Personnel, to complete all of their planned and assigned responsibilities in connection with performance of the obligations of the Contractor under this contract. The State shall have the right to approve the assignment and replacement by the Contractor of all Key Personnel assigned to provide services, including, without limitation, the project manager, other individuals named or described in the Contractor's proposal, and individuals assigned significant managerial responsibilities as mutually agreed by the parties. Before assigning an individual to any of these positions, the Contractor shall notify the State of the proposed assignment, shall introduce the individual to the appropriate representatives of the State, and shall provide to the State a resume and any other information about the individual reasonably requested by the State. The State reserves the right to interview the individual before granting approval.

c. Unauthorized Removal and Replacement of Key Personnel. The unauthorized removal of Key Personnel by the Contractor shall be considered by the state as a material breach of contract and is subject to the terms of Section A.11.c below, Performance Standards and Liquidated Damages.

In the event any one of the Key Personnel is reassigned, becomes incapacitated, or ceases to be employed by Contractor and therefore becomes unable to perform the functions or responsibilities assigned to him or her, Contractor shall (i) within five (5) business days, temporarily replace such person with another person properly qualified to perform the functions of such replaced person, and (ii) within twenty (20) business days, permanently replace such replaced person with another person approved by the State and properly qualified to perform the functions of such replaced person.

The State reserves the right to require the Contractor to replace Contractor and/or subcontractor employees whom the State judges to be incompetent, careless, unsuitable or otherwise objectionable, or whose continued use is deemed contrary to the best interests of the State. Before a written request is issued, authorized representatives of the State and the Contractor will discuss the circumstances. Upon receipt of a written request from an authorized representative of the State, the Contractor shall be required to proceed with the replacement. The replacement request will include the desired replacement date and the reason for the request. The Contractor shall use its best efforts to effect the replacement in a manner that does not degrade service quality. This provision will not be deemed to give the

State the right to require the Contractor to terminate any Contractor employee's employment. Rather, this provision is intended to give the State only the right to require that the Contractor discontinue using an employee in the performance of services for the State.

d. The Contractor's Project Manager will be responsible for ensuring that the project is in compliance with the contract. With the consent of the State's Project Manager, the Contractor's Project Manager may consult with the Project Sponsors and the State Sub-Project Managers on a continuing basis in every phase of the project. This joint effort will ensure that the system is properly implemented, supports the requesting agency's defined functional and technical requirements, and is properly documented.

A.6. State Project Team. The State's Project Team will be per the following guidance:

a. The State will provide a Project Manager and Project Sponsors from the Department of Finance and Administration's Office for Information Resources. The Project Manager from the State will provide assistance in all State matters such as policy, organization and staff, environment, data, information processing, current systems, acceptance testing, and so forth. The State's Project Manager will work closely with the Contractor's Project Manager in day-to-day project activity.

b. The State will assign full-time equivalent (FTE) staff based on the percentages, as described in the Position Table below, to participate with the Contractor's staff in the Data Center Migration Planning Project.

State Staff Positions / Functional Areas	Strategy Phase FTE percentages				Detailed Design Phase FTE percentages			Implementation Phase FTE percentages	
	Global	ACM	ADA	M/M	Global	ADA	M/M	Global	M/M
Executive Staff	0.15				0.15			0.15	
Project Management	1.00	0.83	0.83	0.78	1.00	0.78	0.78	1.00	0.71
Director	0.30	0.25	1.00	0.84	0.30	0.80	0.84	0.30	0.60
Backup		1.00	2.00	0.60		0.50	0.60		0.50
Linux		1.00	2.00	1.00		2.00	1.00		1.00
Novell		1.00	2.00	0.60		0.70	0.60		0.50
Storage		1.00	2.00	1.00		2.00	1.00		1.00
Unix		1.00	2.00	1.00		2.00	1.00		1.00
VMWare		1.00	2.00	1.00		2.00	1.00		1.00
Windows / Active Directory		2.00	2.00	2.00		2.00	2.00		2.00
DBA			2.00	2.00		2.00	2.00		2.00
Programmer / Middle Tier			2.00	1.00		2.00	1.00		1.00
Security Lead Architect			0.75	0.75		0.75	0.75		0.75
WAN Lead Architect			0.75	0.75		0.75	0.75		0.75
WAN Manager			0.75	0.75		0.75	0.75		0.75
Security / Firewall			3.00	3.00		3.00	3.00		3.00
WAN / LAN			4.00	4.00		4.00	4.00		4.00
Groupwise		1.00							
Asset Inventory		2.00							
Change Management Admin		0.50							
Remedy		2.00							
Applications Manager		1.00							

c. Additional State Staff. The State staff roles listed above make up a portion of the State project team that will work with the Contractor on the overall Data Center Migration Planning

effort. At the State's discretion, State personnel may be substituted or added as needed. The State reserves the right to add or remove members of the State's project staff with or without replacement.

If requested by the State, the Contractor will replace State staff removed from the project with Contractor staff for a predetermined number of hours. Replacement of State staff and the predetermined number of hours will be at the sole discretion of the State. The Contractor will be compensated for such replaced State staff at the consulting services rates set forth in Contract Section C.3.d.

A.7. General Responsibilities

a. Contractor General Responsibilities. The Contractor will be responsible for the following:

(1) The Contractor shall prepare weekly progress reports and provide such reports to the State's project management team. The progress reports must be in a format approved by the State and include accomplishments, critical issues, personnel used and items planned for the next reporting period. Upon request of the State Project Manager, the Contractor shall report more frequently.

(2) Prior to the commencement of activities for each phase, the Contractor is required to submit a detailed, updated, work plan to the State for approval. The work plan must include a schedule, tasks, resource assignments, deliverables, and State staff tasks / involvement. The Contractor must obtain State approval of the work plan before commencing work.

(3) Prior to the commencement of activities for each phase, the Contractor is required to review all deliverables, assessments, and measurements required during that phase and prepare a table of contents and sample page layouts of all deliverables. The State reserves the right to require changes to structure and layouts.

(4) Finalize all project-specific documentation standards and requirements for the various types of documentation that will be produced for different individuals and groups during the project. These standards will ensure consistency of approach and sufficiency of content.

(5) At the conclusion of each sub-project's phase, the Contractor must obtain written approval from the State on all deliverables before the phase will be considered completed by the State.

(6) The Contractor will provide one hardcopy (at a minimum) and one electronic format (Microsoft Office format) for all deliverables, except for the data model which is in Power Designer or another current State standard data modeling format tool, within each phase of the project as defined by the State.

o The Contractor will coordinate the efforts of all parties involved during all phases of the project. This includes Contractor staff, State staff, and third-party vendors that the State engages to assist with the project.

o The Contractor is responsible for licensing all desktop software, such as Microsoft Word and Microsoft Project, for Contractor staff. The Contractor is also responsible for directly licensing any and all software / tools that the Contractor desires to use, but are not specifically requested by the State. If the Contractor requires State staff to use such software / tools, the Contractor is required to extend the licensing of said software / tools to State staff. No compensation beyond those costs which are included in Contract Section C.3.c and C.3.d. will be paid to the Contractor for software / tools.

- o The Contractor is responsible for completing all deliverables listed in Contract Attachments B through E, which represent all the various sub-projects. Many of the deliverables within this contract are related to one another. Contract Attachment H shows these relationships graphically. These deliverables will be completed on a schedule developed with the help of state personnel. Each deliverable must be accepted and approved by the state before it will be considered complete.

b. State General Responsibilities. The State will be responsible for the following:

(1) Provide overall project direction and management.

(2) Establish a Project Steering Committee.

(3) Review and provide feedback or approval for deliverables within 10 business days, unless otherwise specified in the Contract or Work Plan, after receipt of delivery to the Project Management Office.

(4) Establish project organization by meeting with Contractor project management to finalize and document areas of responsibility, personnel reporting relationships and administrative procedures.

(5) Establish evaluation mechanisms by setting up procedures for day-to-day control of the project as defined by the combined (State and Contractor) project management team.

(6) Provide existing State standards for application development.

(7) Coordinate other State resources as needed to support the development and implementation process.

(8) Obtain appropriate State approvals and commitment.

(9) Provide information and answer questions at Contractor request.

(10) Engage, approve the use of, and compensate, as required and at the State's sole discretion, third-party vendors required to assist in all phases of the project.

A.8. Global Data Center Migration Planning Project – Project Management. The State will manage, and the Contractor will perform tasks related to the overall Data Center Migration Planning Project per the phased approach described in Contract Attachment B. Such tasks and responsibilities are global and are required for all sub-projects described in Attachment C, D and E.

A.9. Consulting Services. Consulting services will be provided per the following guidance:

a. At the State's request, the Contractor will provide additional professional services to the State, in support of tasks that are within the general scope of the Data Center Migration Planning Project, but are not outlined specifically within the contract. The professional services may be provided either on or off-site, at the State's option, and will be billed to the State on a per-hour basis. These services, if requested, shall be distinct from the services described elsewhere in Section A, Scope of Services. Consulting Services may consist of any of the following:

(1) Project Manager

- 10+ Years experience with the last 7 Years in this job class
- 10+ Years in managing data center migration projects

- 10+ Years experience in Project Management Methodologies developing project plans; project work plans; communication, risk, issues, HR / staffing, and governance management plans; and providing routine status meetings / reports.
- Expert knowledge of MS Project and SharePoint
- Strong Communication Skills, written and verbal

(2) Business Analyst

- 10+ Years analyzing business process and system requirements and must have participated in multiple data center migrations within the last 5 years
- Expert knowledge of data center migration methodology and implementation technologies
- Strong Communication Skills, written and verbal

(3) Technical Architect

- 10+ Years experience with the last 7 Years in this job class
- Expert knowledge of data center migration methodology and implementation technologies
- Strong Communication Skills, written and verbal
- Knowledge of MS Project and SharePoint
- Proficient in simplifying and standardizing complex business processes and IT systems.
- Must be organized, have an eye for detail, and be able to put ideas into tangible form
- Familiarity with Zachman Framework
- Familiarity with the Open Group Architecture Framework
- Able to design complex systems at the component level, make strategic technology choices, and directly supervise the quality of designs and implementation inside and between components, plus influence development managers to ensure appropriate levels of quality on owned architecture(s).
- Developing and/or maintaining application architecture artifacts
- Providing technical leadership to the application development teams
- Performing design and code reviews
- Providing guidance on open source solutions, industry best practices, and technical trends
- Assisting with the development of application coding standards tailored to maintain system integrity within the constraints and design of the existing operating environment
- Assisting with the development of application design standards
- Ensuring adherence to application design and coding standards

(4) Network Architect

- 10+ Years experience with the last 7 Years in this job class
- Expert knowledge of data center migration methodology and implementation technologies
- Strong Communication Skills, written and verbal
- Knowledge of MS Project and SharePoint
- Designs network based on customer requirements
- Performs lead function in multiple platform network integration projects
- Assists customer with major network strategy development and deployment

- Writes network documentation and specifications
- CCIE certification or CCNP certification preferred

(5) Network Security Architect

- 10+ Years experience with the last 7 Years in this job class
- Expert knowledge of data center migration methodology and implementation technologies
- Strong Communication Skills, written and verbal
- Knowledge of MS Project and SharePoint
- Designs network based on customer requirements
- Performs lead function in multiple platform network integration projects
- Assists customer with major network strategy development and deployment
- Writes network security documentation and specifications
- CISSP certification preferred

(6) Documentation Expert

- 5+ Years documenting complex projects including network diagrams, data flow models, etc.

(7) Certified Hardware Asset Manager (CHAMP)

- 10+ Years experience with the last 7 years in this job class
- Experience in the following areas:
  - Hardware License and Agreements Negotiations
  - Hardware Maintenance Contract Management
  - Hardware Contract Management Techniques
  - Centralized and Decentralized Receiving Models
  - Use of Personal Digital Assistants / Scanners with Barcoding
  - Asset Tagging
  - Lifecycle Management – Developing IMAC Processes & Procedures
  - Inventory Management
  - Discovery & Repository Tools
  - Working with Fixed Assets
  - Redeployment of Assets
  - Disposal of Assets & Surrounding Legal Issues
  - Leased Assets
  - Organizational Influences of Managing Assets
  - Systems Integration
  - Measuring Success
- Certified as a CHAMP and/or equivalent is preferred

(8) Certified Software Asset Manager (CSAM)

- 10+ Years experience with the last 7 Years in this job class
- Software License and Agreements Negotiations
- Software Contract Management Techniques
- Advanced Software License Compliance Management
- Selecting & Implementing IT Asset Management Repositories
- Selecting & Implementing IT Configuration Discovery Tools

- Developing Strategic SAM Policies and Achieving Buy-in
- Software Asset Manager Project Management Techniques
- Successful Change Management Techniques
- Certified as a CSAM and/or equivalent is preferred

(9) Configuration Manager

- 10+ Years experience with the last 7 Years in this job class
- Administering configuration management process and tools
- Administering Contractor responsibilities within the change management process
- Collecting metrics from these activities as required by the Quality Management Plan

(10) Network Technical Support

- Data Center technical assessment, design and deployment experience, 5+ years
- Knowledge of MS Project and Share Point
- Knowledge of MS Visio
- Strong Communication Skills

(11) Network Security Technical Support

- Data Center technical assessment, design and deployment experience, 5+ years
- Knowledge of MS Project and Share Point
- Knowledge of MS Visio
- Strong Communication Skills

(12) Network Project Manager

- Network project management experience, 5+ years
- Knowledge of MS Visio
- Strong Communication Skills
- Strong networking trouble shooting skills

(13) Technical Specialists / Subject Matter Experts

- 5+ Years experience in area of expertise and must have participated in multiple data center migrations within the last 3 years
- Expert knowledge of current technology including; Mainframe and Open Systems, SAN, Replication, Virtualization, High Availability, Backup, Networking, and Disaster Recovery
- Strong Verbal and Written Communication Skills

(14) System Administrators

- 5+ Years experience in area of expertise
- Experience in design and deployment of server
- Expert knowledge of Windows and / or Unix
- Strong Verbal and Written Communication Skills

(15) Command Center Architect

- 10+ Years experience with the last 7 Years in this job class
- Expert knowledge of command center methodology and implementation technologies
- Strong Communication Skills, written and verbal
- Knowledge of MS Project and SharePoint

- Proficient in simplifying and standardizing complex business processes and IT systems.
- Must be organized, have an eye for detail, and be able to put ideas into tangible form
- Able to designs complex systems at the component level, makes strategic technology choices, and directly supervises the quality of designs and implementation inside and between components Influence development managers to insure appropriate levels of quality on owned architecture(s).
- Providing guidance on open source solutions, industry best practices, and technical trends
- Familiarity with operation of complex enterprise level command centers including network, security, data systems and change control

(16) Data Center Network & Security Technical Support

- Network & Security technical assessment and deployment experience, 5+ years
- Strong networking and security design, documentation, and deployment skills

b. There is no guarantee that the State will use any of the Contractor's Consulting Services. The State retains full control as to the timing and usage of Consulting Services.

A.10. The following are critical dates in the Data Center Migration Planning Project:

a. The Data Center Migration Planning Project must start **within two (2) weeks of Contract Signing.**

b. The deliverables Master Project Work Plan (Attachment B.1.b), Asset and Configuration Management System Process (Attachment C.1.b.1), Application Discovery Document (Attachment C.1.b.2), Physical Topology Discovery Document (Attachment C.1.b.3), Conceptual Dark Room Design (Attachment D.1.b.1) and Detailed State Requirements (Attachment D.1.b.2) have a desired completion date of **January 31, 2009**. The state requests that the contractor propose a date for these deliverables that best aligns with the state's proposed date within their technical proposal. Deliverables shall be deemed complete when the State has accepted and approved the deliverables in writing.

c. The Detailed Dark Room Design (Attachment D.2.b) deliverable has a desired completion date of **October 31, 2009**. The state requests that the contractor propose a date for this deliverable that best aligns with the state's proposed date within their technical proposal. Deliverables shall be deemed complete when the State has accepted and approved the deliverables in writing.

d. The Manage Move and Migration (Attachment E.3.b.1) deliverable has a desired completion date of **December 31, 2010**. The state requests that the contractor propose a date for these deliverables that best aligns with the state's proposed date within their technical proposal. The Physical Move Implementation will be deemed complete when the State has given the Contractor written acceptance and approval of the Final Implemented Architecture Documentation (Attachment E.3.b.2).

e. The contractor must make its best efforts to meet these dates. With regard to items b and c above, Contractors will treat the agreed upon dates (once determined) as fixed deadlines and take these deadlines into account as they construct their project plans for this project.

A.11. Progress and Performance Assessments

a. Progress Assessment. There are three points during the project at which the State will formally assess the Contractor's overall progress on the Data Center Migration Planning

Project, using the completion of deliverables as the metric (for a graphical representation of these milestones, please see Attachment G) Many of the deliverables are related to one another. The relationships between the project's deliverables are shown graphically in Attachment H:

(1) Milestone Point 1 (Desired Completion by January 31, 2009)

- Master Project Work Plan
- Asset and Configuration Management System Process
- Application Discovery Document
- Physical Topology Discovery Document
- Conceptual Dark Room Design
- Detailed State Requirements
- Move and Migration Strategy Document

(2) Milestone Point 2 (Desired Completion by October 31, 2009)

- Updated Master Project Work Plan
- Detailed Dark Room Design
- Detailed Move and Migration Plans

(3) Milestone Point 3 (Desired Completion by December 31, 2010)

- Updated Master Project Work Plan
- Manage Move and Migration
- Final Implemented Architecture Documentation

b. At each of the above points in the project lifecycle, the State will compare the number of deliverables expected to be complete by that point in the project with the actual number of completed deliverables. Completed deliverables are defined as deliverables for which the Contractor has received a written State acceptance and approval. In the event that the percentage of complete deliverables is less than 100% of the expected number, the following provisions shall apply:

(1) At the State's option, all Contractor work on the Data Center Migration Planning Project shall cease, with the exception of work toward remediation of the slippage, as described below:

(2) The Contractor shall, within five (5) business days of receiving written notice from the State that progress has fallen below the project deliverable goals, deliver to the State a Project Slippage Remediation Plan. This plan must contain detailed and specific actions that will be taken on the part of the Contractor to remedy the project slippage and bring the project back into line with the project deliverable goals. These actions may include additional work hours, contract staffing, and/or other resources that the Contractor recommends to provide a remedy.

(3) Upon receiving the State's written approval of the Project Slippage Remediation Plan, the Contractor shall make its best efforts to correct the slippage per the approved plan.

(4) In the event that the Project Slippage Remediation Plan is unacceptable to the State, or the Contractor fails to execute the plan and remedy the slippage, the State reserves the right to avail itself of other recourse within the Contract or at law.

c. Performance Standards and Liquidated Damages. In addition to the Progress Assessment detailed above, at the first incident of failure to meet one or more of the performance standards defined in the table below, the State, at its discretion, may request a corrective

action plan and establish an extension date by which the Contractor shall correct the deficiency. Continued failure to meet performance standards may result in the State seeking to recover damages as permitted by the contract or at law, including liquidated damages as established in this contract where appropriate. These failures will be determined using the project plan developed by the Contractor when the contract is awarded and agreed to by the State. The Contractor agrees to commit to the dates in the agreed upon project plan for the purposes of determining performance-based penalties.

Performance Area	Performance Item	Performance Period	Liquidated and Additional Damages
Application & Data Architecture	Failure to produce conceptual technical architecture and technical architecture for dual data centers on time.	As agreed to in the Master Project Work Plan	$1,000 per day for each day late, after more than 20 business days
Asset & Configuration Management	Failure to provide a discovery methodology along with the loading of asset and configuration data into the State's asset management system.	As agreed to in the Master Project Work Plan	$1,000 per day for each day late, after more than 20 business days
Physical Move & Migration	Failure to produce Move/ Migration Process. Written documented all-inclusive formal process that encompasses the movement and migration of systems from start to finish.	As agreed to in the Master Project Work Plan	$1,000 per day for each day late, after more than 20 business days
Key Staff	Removal of Key Staff without the written approval of the State. See Contract Section A.5 regarding terms and conditions for key staff.	For term of contract	$50,000 per occurrence

A.12. Project Documentation.

All project documentation, including working copies, must be stored and managed on the State's Microsoft Project Server / SharePoint system.

A.13 Work Space Provisions.
The State shall provide office space and meeting room space to the Contractor. The State shall also provide connectivity to the State's network and access to printers, telephones, and copiers. The State shall not supply computers (desktop or laptop), pagers, or cell phones. The State shall not supply access to State administrative support staff to perform tasks for the Contractor.

A.14. Acceptable Use Policy for Network Access.

Prior to assignment on the Data Center Migration Planning project the Contractor personnel must review the Acceptable Use Policy for Network Access Rights and Obligations and sign the User Agreement Acknowledgement located at Contract Attachment J.

B. CONTRACT TERM:

B.1. This Contract shall be effective for the period commencing on July 7, 2008 and ending on July 6, 2011. The State shall have no obligation for services rendered by the Contractor which are not performed within the specified period.

B.2. Term Extension. The State reserves the right to extend this Contract for an additional period or periods of time representing increments of no more than one (1) year and a total contract term of

no more than five (5) years, provided that such an extension of the contract term is effected prior to the current, contract expiration date by means of an amendment to the Contract. If the extension of the Contract necessitates additional funding beyond that which was included in the original Contract, the increase in the State's maximum liability will also be effected through an amendment to the Contract, and shall be based upon payment rates provided for in the original Contract.

C. PAYMENT TERMS AND CONDITIONS:

C.1. Maximum Liability. In no event shall the maximum liability of the State under this Contract exceed WRITTEN DOLLAR AMOUNT ($NUMBER). The payment rates in Section C.3 shall constitute the entire compensation due the Contractor for the Service and all of the Contractor's obligations hereunder regardless of the difficulty, materials or equipment required. The payment rates include, but are not limited to, all applicable taxes, fees, overheads, and all other direct and indirect costs incurred or to be incurred by the Contractor.

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

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

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

a. The Contractor's compensation shall be contingent upon the satisfactory completion of units, milestones, or increments of service defined in Section A. A deliverable is deemed complete upon the State's written acceptance and approval of said deliverable.

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

c. Global and Sub-Project Payment Methodologies. As indicated by the asterisks in the tables below, fifteen percent (15%) of the Total Amount to be paid for each group of deliverables will be withheld to be paid in separate payments. For each Sub-Project, the Contractor may invoice the State for the retainage payment upon the State's written acceptance and approval of the final deliverable for that Sub-Project.

(1) Global Data Center Migration Planning Project Payment Methodology

Global Data Center Migration Planning Project - Payments				
Phase	**Deliverable**	**Payment %**	**Total Amount** (per compensable increment)	**Payment Amount** (Total Amount Minus Retainage *****)
Strategy	Master Project Work Plan	35%	$ NUMBER	$ NUMBER
Detailed	Updated Master Project	30%	$ NUMBER	$ NUMBER

Design	Work Plan			
Implementation	Updated Master Project Work Plan	35%	$ NUMBER	$ NUMBER
			*** Retainage Payment**	
			$ NUMBER	

(2) Asset & Configuration Management Sub-Project Payment Methodology

Asset & Configuration Management Sub-Project Payments				
Phase	**Deliverable**	**Payment %**	**Total Amount** (per compensable increment)	**Payment Amount** (Total Amount Minus Retainage *)
Strategy	Asset & Configuration Management System Process	30%	$ NUMBER	$ NUMBER
	Application Discovery Document	30%	$ NUMBER	$ NUMBER
	Physical Topology Discovery Document	40%	$ NUMBER	$ NUMBER
Detailed Design	None	N/A	N/A	N/A
Implementation	None	N/A	N/A	N/A
			*** Retainage Payment**	
			$ NUMBER	

(3) Application & Data Architecture Sub-Project Payment Methodology

Application & Data Architecture Sub-Project Payments				
Phase	**Deliverable**	**Payment %**	**Total Amount** (per compensable increment)	**Payment Amount** (Total Amount Minus Retainage *****)
Strategy	Conceptual Dark Room Design	30%	$ NUMBER	$ NUMBER
	Detailed State Requirements	20%	$ NUMBER	$ NUMBER
Detailed Design	Detailed Dark Room Design	50%	$ NUMBER	$ NUMBER
Implementation	None	N/A	N/A	N/A
			*** Retainage Payment**	
			$ NUMBER	

(4) Physical Move & Migration Sub-Project Payment Methodology

Physical Move & Migration Sub-Project Payments

Phase	Deliverable	Payment %	Total Amount (per compensable increment)	Payment Amount (Total Amount Minus Retainage *)
Strategy	Move and Migration Strategy Document	25%	$ NUMBER	$ NUMBER
Detailed Design	Detailed Move and Migration Plans	30%	$ NUMBER	$ NUMBER
Implementation	Manage Move and Migration [see C.3.c.4.(a) below]	25%	$ NUMBER	$ NUMBER
	Final Implemented Architecture Documentation	20%	$ NUMBER	$ NUMBER
			*** Retainage Payment**	
			$ NUMBER	

(a) The State will compensate the Contractor for the "Manage Move and Migration" deliverable on a monthly basis and in an amount determined by the actual number of fully executed "Detailed Move and Migration Plans." The State will deem a plan "fully executed" when the Contractor has completed and provided, to the State's satisfaction, all tasks and deliverables associated with the plan. The compensation amount for each fully executed plan will be derived by dividing the "Payment Amount" for Manage and Move and Migration by the number of Detailed Move and Migration Plans. The Contractor may invoice the State for Manage Move and Migration no more often than monthly, and the invoice amount for each month shall be calculated by multiplying the number of fully executed Detailed Move and Migration Plans for the month in question times the compensation amount per plan (derived as described above).

d. Consulting Services Payment Methodology. In accordance with Contract Section A.9, the Contractor shall be compensated for said units, milestones, or increments of service based upon the following payment rates.

(1) For service performed from July 7, 2008, through July 6, 2011, the following rates shall apply:

Service Description	Contract Year 1 Amount (per compensable increment)	Contract Year 2 Amount (per compensable increment)	Contract Year 3 Amount (per compensable increment)
Project Manager	$ NUMBER per HOUR	$ NUMBER per HOUR	$ NUMBER per HOUR
Business Analyst	$ NUMBER per HOUR	$ NUMBER per HOUR	$ NUMBER per HOUR
Technical Architect	$ NUMBER per HOUR	$ NUMBER per HOUR	$ NUMBER per HOUR
Network Architect	$ NUMBER per HOUR	$ NUMBER per HOUR	$ NUMBER per HOUR
Network Security Architect	$ NUMBER per HOUR	$ NUMBER per HOUR	$ NUMBER per HOUR
Documentation	$ NUMBER per	$ NUMBER per	$ NUMBER per

Expert	HOUR	HOUR	HOUR
Certified Hardware Asset Manager	$ NUMBER per HOUR	$ NUMBER per HOUR	$ NUMBER per HOUR
Certified Software Asset Manager	$ NUMBER per HOUR	$ NUMBER per HOUR	$ NUMBER per HOUR
Configuration Manager	$ NUMBER per HOUR	$ NUMBER per HOUR	$ NUMBER per HOUR
Network Technical Support	$ NUMBER per HOUR	$ NUMBER per HOUR	$ NUMBER per HOUR
Network Security Technical Support	$ NUMBER per HOUR	$ NUMBER per HOUR	$ NUMBER per HOUR
Network Project Manager	$ NUMBER per HOUR	$ NUMBER per HOUR	$ NUMBER per HOUR
Technical Specialists / Subject Matter Experts	$ NUMBER per HOUR	$ NUMBER per HOUR	$ NUMBER per HOUR
System Administrators	$ NUMBER per HOUR	$ NUMBER per HOUR	$ NUMBER per HOUR
Command Center Architect	$ NUMBER per HOUR	$ NUMBER per HOUR	$ NUMBER per HOUR
Data Center Network & Security Technical Support	$ NUMBER per HOUR	$ NUMBER per HOUR	$ NUMBER per HOUR

For purposes of applying the above rates, year one (1) shall begin on the effective date of the Contract and shall run for one year. The rate for year two (2) shall take effect on the anniversary of the effective date of the Contract, and so on, for the term of the contract.

(2) In the event that the Contract is extended pursuant to Contract Section B.2, for service performed from July 7, 2011, through July 6, 2012, the Contractor shall be compensated based upon the payment rates in Section C.3.d.(1), Contract Year 3 Amount, above but adjusted by the percentage increase, if any, between the Consumer Price Index for All Urban Consumers (CPI-U): U.S. city average, All Items expenditure category, not seasonally adjusted, index base period: 1982-84=100) published by the United States Department of Labor, Bureau of Labor Statistics in November 2010, and that figure published in the same month, 12-months prior, up to a maximum of eight percent (8%).

(3) In the event that the Contract is extended pursuant to Contract Section B.2, for service performed from July 7, 2012, through July 6, 2013, the Contractor shall be compensated based upon the payment rates derived in Section C.3.d.(2), above but adjusted by the percentage increase, if any, between the Consumer Price Index for All Urban Consumers (CPI-U): U.S. city average, All Items expenditure category, not seasonally adjusted, index base period: 1982-84=100) published by the United States Department of Labor, Bureau of Labor Statistics in November 2011, and that figure published in the same month, 12-months prior, up to a maximum of eight percent (8%).

(4) Compensation to the Contractor for such Consulting Services as agreed upon by the State and the Contractor shall not exceed [FIFTEEN PERCENT (15 %) OF THE TOTAL OF ALL OTHER COSTS EXPRESSED IN THIS CONTRACT] during the period of the Contract. If, at any point during the Contract term, the State determines that spending for such approved Consulting Services would exceed said maximum amount, the State will execute an amendment to address the need. [NOTE THAT THE 15% CEILING AMOUNT IS FOR CONTRACTUAL PURPOSES ONLY AND DOES NOT IN ANY WAY

AFFECT OR RESTRICT THE RELATIVE PERCENTAGE OF THE PART B EVALUATION COST AMOUNT FOR CONSULTING SERVICES THAT MAY BE PROPOSED BY THE VENDOR IN RESPONSE TO RFP ATTACHMENT 6.4.]

(5) The Contractor shall not be compensated for travel time to the primary location of the Service Provision.

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

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

a. The Contractor shall submit invoices no more often than monthly, with all necessary supporting documentation, to:

Lee Gregory
Director, Project Management Office
Finance and Administration
Suite 1600, Southeast
Wm. R. Snodgrass TN Tower
312 8th Ave North
Nashville, TN 37243
lee.gregory@state.tn.us
Telephone: 615-253-2354
Fax: 615-532-0471

b. The Contractor agrees that each invoice submitted shall clearly and accurately (all calculations must be extended and totaled correctly) detail the following required information.

(1) Invoice/Reference Number (assigned by the Contractor);

(2) Invoice Date;

(3) Invoice Period (period to which all invoiced charges are applicable);

(4) Contract Number (assigned by the State to this Contract);

(5) Account Name: Department of Finance and Administration, Office for Information Resources;

(6) Account/Customer Number (uniquely assigned by the Contractor to the above-referenced Account Name);

(7) Contractor Name;

(8) Contractor Federal Employer Identification Number or Social Security Number (as referenced in this Contract);

(9) Contractor Contact (name, phone, and/or fax for the individual to contact with billing questions);

(10) Contractor Remittance Address;

(11) Complete Itemization of Charges, which shall detail the following:

i. Service or Milestone Description (including name /title as applicable) of each service invoiced;

ii. Number of Completed Units, Increments, Hours, or Days as applicable, of each service invoiced;

iii. Applicable Payment Rate (as stipulated in Section C.3.) of each service invoiced;

iv. Amount Due by Service; and

v. Total Amount Due for the invoice period.

c. The Contractor understands and agrees that an invoice to the State under this Contract shall:

(1) include only charges for service described in Contract Section A and in accordance with payment terms and conditions set forth in Contract Section C;

(2) not include any future work but will only be submitted for completed service; and

(3) not include sales tax or shipping charges.

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

e. The Contractor shall complete and sign a "Substitute W-9 Form" provided to the Contractor by the State. The taxpayer identification number contained in the Substitute W-9 submitted to the State shall agree to the Federal Employer Identification Number or Social Security Number referenced in this Contract for the Contractor. The Contractor shall not invoice the State for services until the State has received this completed form.

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

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

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

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

D. STANDARD TERMS AND CONDITIONS:

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

D.2. Modification and Amendment. This Contract may be modified only by a written amendment executed by all parties hereto and approved by the appropriate Tennessee State officials in accordance with applicable Tennessee State laws and regulations.

D.3. Termination for Convenience. The State may terminate this Contract without cause for any reason. Said termination shall not be deemed a Breach of Contract by the State. The State shall give the Contractor at least thirty (30) days written notice before the effective termination date. The Contractor shall be entitled to receive compensation for satisfactory, authorized service completed as of the termination date, but in no event shall the State be liable to the Contractor for compensation for any service which has not been rendered. Upon such termination, the Contractor shall have no right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

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

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

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

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

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

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

b. Prior to the use of any subcontractor in the performance of this Contract, and semi-annually thereafter, during the period of this Contract, the Contractor shall obtain and retain a current, written attestation that the subcontractor shall not knowingly utilize the services of an illegal immigrant to perform work relative to this Contract and shall not

knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant to perform work relative to this Contract. Attestations obtained from such subcontractors shall be maintained by the Contractor and made available to state officials upon request.

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

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

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

D.9. Records. The Contractor shall maintain documentation for all charges under this Contract. The books, records, and documents of the Contractor, insofar as they relate to work performed or money received under this Contract, shall be maintained for a period of three (3) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the State, the Comptroller of the Treasury, or their duly appointed representatives. The financial statements shall be prepared in accordance with generally accepted accounting principles.

D.10. 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.11. Progress Reports. The Contractor shall submit brief, periodic, progress reports to the State as requested.

D.12. Strict Performance. Failure by any party to this Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Contract shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties hereto.

D.13. Independent Contractor. The parties hereto, in the performance of this Contract, shall not act as employees, partners, joint venturers, or associates of one another. It is expressly acknowledged by the parties hereto that such parties are independent contracting entities and that nothing in this Contract shall be construed to create an employer/employee relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.

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

D.14. State Liability. The State shall have no liability except as specifically provided in this Contract.

D.15. Force Majeure. The obligations of the parties to this Contract are subject to prevention by causes beyond the parties' control that could not be avoided by the exercise of due care including, but not limited to, acts of God, natural disasters, riots, wars, epidemics or any other similar cause.

D.16. State and Federal Compliance. The Contractor shall comply with all applicable State and Federal laws and regulations in the performance of this Contract.

D.17. Governing Law. This Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The Contractor agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Contract. The Contractor acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising therefrom, shall be subject to and limited to those rights and remedies, if any, available under *Tennessee Code Annotated*, Sections 9-8-101 through 9-8-407.

D.18. Completeness. This Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions of the parties' agreement. This Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.

D.19. Severability. If any terms and conditions of this Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions hereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this Contract are declared severable.

D.20. Headings. Section headings of this Contract are for reference purposes only and shall not be construed as part of this Contract.

E. SPECIAL TERMS AND CONDITIONS:

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

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

The State:

Lee Gregory
Director, Project Management Office
Finance and Administration
Suite 1600, Southeast
Wm. R. Snodgrass TN Tower
312 8th Ave North
Nashville, TN 37243
lee.gregory@state.tn.us

Telephone: 615-253-2354
Fax: 615-532-0471

The Contractor:

NAME & TITLE OF CONTRACTOR CONTACT PERSON
CONTRACTOR NAME
ADDRESS
EMAIL ADDRESS
Telephone # NUMBER
FAX # NUMBER

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

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

E.4. Tennessee Consolidated Retirement System. The Contractor acknowledges and understands that, subject to statutory exceptions contained in *Tennessee Code Annotated*, Section 8-36-801, *et. seq*., the law governing the Tennessee Consolidated Retirement System (TCRS), provides that if a retired member of TCRS, or of any superseded system administered by TCRS, or of any local retirement fund established pursuant to *Tennessee Code Annotated*, Title 8, Chapter 35, Part 3 accepts state employment, the member's retirement allowance is suspended during the period of the employment. Accordingly and notwithstanding any provision of this Contract to the contrary, the Contractor agrees that if it is later determined that the true nature of the working relationship between the Contractor and the State under this Contract is that of "employee/employer" and not that of an independent contractor, the Contractor may be required to repay to TCRS the amount of retirement benefits the Contractor received from TCRS during the period of this Contract.

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

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

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

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

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

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

The Contractor will be deemed to have satisfied its obligations under this section by exercising the same level of care to preserve the confidentiality of the State's information as the Contractor exercises to protect its own confidential information so long as such standard of care does not violate the applicable provisions of the first paragraph of this section.

The Contractor's obligations under this section do not apply to information in the public domain; entering the public domain but not from a breach by the Contractor of this Contract; previously possessed by the Contractor without written obligations to the State to protect it; acquired by the Contractor without written restrictions against disclosure from a third party which, to the Contractor's knowledge, is free to disclose the information; independently developed by the Contractor without the use of the State's information; or, disclosed by the State to others without restrictions against disclosure.

The State, which is subject to the Tennessee Open Records Act, Tennessee Code Annotated Section 10-7-503 et seq, cannot withhold any documents related to this contract from public inspection unless the State determines that such documents qualify for protection under applicable law including Section 10-7-504(a)(18), which protects computer programs, software, software material, and similar material manufactured or marketed by persons or entities under legal right and sold, licensed, or donated to State agencies, subject to the requirements and qualifications of that section. The State agrees to maintain the confidentiality of documents it determines to be protected by section 504(a)(18) unless ordered to produce such documents by court order.

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

E.7. State Furnished Property. The Contractor shall be responsible for the correct use, maintenance, and protection of all articles of nonexpendable, tangible, personal property furnished by the State for the Contractor's temporary use under this Contract. Upon termination of this Contract, all property furnished shall be returned to the State in good order and condition as when received, reasonable use and wear thereof excepted. Should the property be destroyed, lost, or stolen, the Contractor shall be responsible to the State for the residual value of the property at the time of loss.

E.8. Incorporation of Additional Documents. Included in this Contract by reference are the following documents:

a. The Contract document and its attachments

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

c. The Request for Proposal and its associated amendments

d. Technical Specifications provided to the Contractor

e. The Contractor's Proposal

In the event of a discrepancy or ambiguity regarding the Contractor's duties, responsibilities, and

performance under this Contract, these documents shall govern in order of precedence detailed above.

E.9. Prohibited Advertising. The Contractor shall not refer to this Contract or the Contractor's relationship with the State hereunder in commercial advertising in such a manner as to state or imply that the Contractor or the Contractor's services are endorsed. It is expressly understood and agreed that the obligations set forth in this section shall survive the termination of this Contract in perpetuity.

E.10. Contractor Commitment to Diversity. The Contractor shall comply with and make reasonable business efforts to exceed the commitment to diversity represented by the Contractor's proposal responding to RFP-317.03-186-08 (Attachment 6.3, Section B, Item B.13.) and resulting in this Contract.

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

E.11 Limitation of Liability. The parties agree that the total liability of the Contractor for breach of this Contract shall not exceed one (1) times the value of this Contract. The value shall be established by the Contract Maximum Liability in Section C.1 and increased by subsequent amendments if any. The foregoing provision shall not limit the Contractor's liability for intentional torts, criminal acts or fraudulent conduct.

E.12. 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 for the State in the event such service is necessitated to enforce the terms of this Contract or otherwise enforce the obligations of the Contractor to the State.

In the event of any such suit or claim, the Contractor shall give the State immediate notice thereof and shall provide all assistance required by the State in the State's defense. The State shall give the Contractor written notice of any such claim or suit, and the Contractor shall have full right and obligation to conduct the Contractor's own defense thereof. Nothing contained herein shall be deemed to accord to the Contractor, through its attorney(s), the right to represent the State of Tennessee in any legal matter, such rights being governed by *Tennessee Code Annotated*, Section 8-6-106.

E.13. Breach. A party shall be deemed to have breached the Contract if any of the following occurs:

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

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

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

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

(2) Liquidated Damages— In the event of a Breach, the State may assess Liquidated Damages. The State shall notify the Contractor of amounts to be assessed as Liquidated Damages. The parties agree that due to the complicated nature of the Contractor's obligations under this Contract it would be difficult to specifically designate a monetary amount for a Breach by Contractor as said amounts are likely to be uncertain and not easily proven. Contractor hereby represents and covenants it has carefully reviewed the Liquidated Damages contained in Contract Section A.11 and agree that said amounts represent a reasonable relationship between the amount and what might reasonably be expected in the event of Breach, and are a reasonable estimate of the damages that would occur from a Breach. It is hereby agreed between the parties that the Liquidated Damages represent solely the damages and injuries sustained by the State in losing the benefit of the bargain with Contractor and do not include any injury or damage sustained by a third party. The Contractor agrees that the liquidated damage amount is in addition to any amounts Contractor may owe the State pursuant to the indemnity provision or other section of this Contract.

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

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

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

The State may assess Liquidated Damages against the Contractor for any failure to perform which ultimately results in a Partial Default with said Liquidated Damages to cease when said Partial Default is effective. Upon Partial Default, the Contractor shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount. Contractor agrees to cooperate fully with the State in the event a Partial Default is taken.

(4) Contract Termination— In the event of a Breach, the State may terminate the Contract immediately or in stages. The Contractor shall be notified of the termination in writing by the State. Said notice shall hereinafter be referred to as Termination Notice. The Termination Notice may specify either that the termination is to be effective immediately, on a date certain in the future, or that the Contractor shall cease operations under this Contract in stages. In the event

of a termination, the State may withhold any amounts which may be due Contractor without waiver of any other remedy or damages available to the State at law or at equity. The Contractor shall be liable to the State for any and all damages incurred by the State and any and all expenses incurred by the State which exceed the amount the State would have paid Contractor under this Contract. Contractor agrees to cooperate with the State in the event of a Contract Termination or Partial Takeover.

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

E.14. Partial Takeover. The State may, at its convenience and without cause, exercise a partial takeover of any service which the Contractor is obligated to perform under this Contract, including but not limited to any service which is the subject of a subcontract between Contractor and a third party, although the Contractor is not in Breach (hereinafter referred to as "Partial Takeover"). Said Partial Takeover shall not be deemed a Breach of Contract by the State. Contractor shall be given at least 30 days prior written notice of said Partial Takeover with said notice to specify the area(s) of service the State will assume and the date of said assumption. Any Partial Takeover by the State shall not alter in any way Contractor's other obligations under this Contract. The State may withhold from amounts due the Contractor the amount the Contractor would have been paid to deliver the service as determined by the State. The amounts shall be withheld effective as of the date the State assumes the service. Upon Partial Takeover, the Contractor shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

E.15. HIPAA Compliance. The State and Contractor shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and its accompanying regulations.

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

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

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

E.16. State Ownership of Work Products. The State shall have ownership, right, title, and interest, including ownership of copyright, in all work products, including computer source code, created,

designed, developed, derived, documented, installed, or delivered under this Contract subject to the next subsection and full and final payment for each “Work Product.” The State shall have royalty-free and unlimited rights and license to use, disclose, reproduce, publish, distribute, modify, maintain, or create derivative works from, for any purpose whatsoever, all said Work Products.

a. To the extent that the Contractor uses any of its pre-existing, proprietary or independently developed tools, materials or information ("Contractor Materials"), the Contractor shall retain all right, title and interest in and to such Contractor Materials, and the State shall acquire no right, title or interest in or to such Contractor Materials EXCEPT the Contractor grants to the State an unlimited, non-transferable license to use, copy and distribute internally, solely for the State's internal purposes, any Contractor Materials reasonably associated with any Work Product provided under the Contract.

b. The Contractor shall furnish such information and data as the State may request, including but not limited to computer code, that is applicable, essential, fundamental, or intrinsic to any Work Product and Contractor Materials reasonably associated with any Work Product, in accordance with this Contract and applicable state law.

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

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

IN WITNESS WHEREOF:

CONTRACTOR LEGAL ENTITY NAME:

CONTRACTOR SIGNATURE **DATE**

PRINTED NAME AND TITLE OF CONTRACTOR SIGNATORY (above)

DEPARTMENT OF FINANCE AND ADMINISTRATION:

M. D. GOETZ, JR., COMMISSIONER **DATE**

APPROVED:

M. D. GOETZ, JR., COMMISSIONER **DEPARTMENT OF FINANCE AND ADMINISTRATION**	**DATE**

JOHN G. MORGAN, COMPTROLLER OF THE TREASURY	**DATE**

ATTACHMENT A

ATTESTATION RE PERSONNEL USED IN CONTRACT PERFORMANCE

SUBJECT CONTRACT NUMBER:	
CONTRACTOR LEGAL ENTITY NAME:	
FEDERAL EMPLOYER IDENTIFICATION NUMBER: (or Social Security Number)	

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

CONTRACTOR SIGNATURE

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

PRINTED NAME AND TITLE OF SIGNATORY

DATE OF ATTESTATION

B. Global Data Center Migration Planning Project – Project Management Details

The Data Center Migration Planning Project is comprised of ten integrated sub-projects, all with the common goal of moving from a single data center design to a dual data center design. This effort includes the design of the physical and logical architecture of the two new data centers. The Contractor will be responsible for only three of the ten sub-projects. The three sub-projects that the Contractor is responsible for include the Asset & Configuration Management, Application & Data Architecture, and Physical Move & Migration (see Contract Attachments C - E). The other seven sub-projects that comprise the Data Center Migration Planning Project will be managed in-house by the State.

The Global Project focuses on overall management of the Data Center Program to include oversight and project management activities in the Strategy, Detailed Design, and Implementation phases. The sections below describe the requirements, deliverables and resources required to support the Global Project for the three phases.

B.1. Strategy Phase

a. Requirement. The Contractor shall provide the Master Project Work Plan:

The Contractor shall create a Master Project Work Plan that includes all known tasks for the duration of the project, including the critical path time line. The Master Project Work Plan shall reflect the State-approved implementation schedule and shall cover the entire project. The initial Master Project Work Plan will be high level, and this document will be a document that is updated based upon information gathered throughout the project. The Master Project Work Plan shall be reviewed weekly with the State Project Manager and updated throughout the project to reflect current information, as a basis for subsequent project tasks.

The Master Project Work Plan shall include a separate Work Plan for each Sub-Project within this Contract and is fully integrated with, and can be rolled up into, the Master Project Work Plan. Each Sub-Project Work Plan shall also include the following bulleted items. The Master Project Work Plan and the Sub-Project Work Plans are referred to collectively as “Work Plans.”

- Work Breakdown Structure (WBS): A WBS of the major phases of the project, accounting for all milestones, tasks, and deliverables shall be provided.
- WBS Dictionary: Create a detailed and complete WBS dictionary for this project.
- Timetables: The Work Plans shall provide adequate time for the State to review, provide feedback, and approve all deliverables, revisions, or corrections. A timetable shall be developed for each task, deliverable, and milestone, including estimated start and completion dates, actual start and completion dates, estimated and actual task hours, and completion percentage for all in-process tasks. This includes critical deadlines and milestones for Contractor and State deliverables. The dates arrived at within the Work Plans must be mutually agreed upon between the State and the Contractor within thirty (30) calendar days of submission of the Master Project Work Plan, with the State having final authority for acceptance and approval.
- Resource Loading: The plan will include assignment of Contractor personnel (including sub-contractor personnel, if applicable) and State personnel by task with estimated hours. Note that State personnel are defined both at the overall Global Data Center Migration Planning project level and at the Sub-Project Level; see Contract Sections A.6.b and “Phase-Specific Resources – State Team” sections in each Sub-Project, Contract Attachments C through E. The Contractor shall ensure that the schedules of the project staff have been designed to guarantee timely completion of deliverables. A summary of total Contractor and State hours by phase is required.
- Critical Path: The Work Plans shall include a critical path with parallel and dependent project tasks.

- Assumptions and Constraints: The Contractor shall identify and document any assumptions and constraints that relate to the approved Work Plans. The Assumptions and Constraints will be used to create the initial submitted Work Plans, and those Work Plans shall be updated throughout the project to reflect current information.

b. Deliverable. The Contractor shall provide a Master Project Work plan deliverable in the Strategy Phase of the Global Data Center Migration Planning Project.

c. Additional Phase-Specific Resources – Contractor Team. No additional Contractor personnel required beyond the personnel detailed in Contract Section A.5.a.

d. Phase-Specific Resources – State Team

Resource Type	FTE
Executive Staff	0.15
Project Management	1.00
Director	0.30

B.2. Detailed Design Phase

a. Requirement. The Contractor shall provide an updated Master Project Work Plan.

b. Deliverable. The Contractor shall provide an updated Master Project Work Plan.

c. Additional Phase-Specific Resources – Contractor Team. No additional Contractor personnel required beyond the personnel detailed in Contract Section A.5.a.

d. Phase-Specific Resources – State Team

Resource Type	FTE
Executive Staff	0.15
Project Management	1.00
Director	0.30

B.3. Implementation Phase

a. Requirement. The Contractor shall provide an updated Master Project Work Plan.

b. Deliverable. The Contractor shall provide an updated Master Project Work Plan.

c. Additional Phase-Specific Resources – Contractor Team. No additional Contractor personnel required beyond the personnel detailed in Contract Section A.5.a.

d. Phase-Specific Resources – State Team

Resource Type	FTE
Executive Staff	0.15
Project Management	1.00
Director	0.30

B.4. Existing Conditions. None

ATTACHMENT C

C. Asset & Configuration Management (ACM) Sub-Project – Project Management Details

The Asset & Configuration Management sub-project provides a complete, multi-dimensional (physical and logical) assessment, discovery, and inventory of all existing State-Agency systems supported by the data center. Included in this project is the development of a discovery methodology using any auto discovery tool that will integrate with and load into the State's standard Configuration Management Database (CMDB), BMC's Atrium CMDB, and the collection of all physical and logical system information. This ACM sub-project also includes the requirement to load the data collected into the State of Tennessee's CMDB.

The Asset & Configuration Management sub-project supports the strategy phase. The deliverables are inputs to the Application & Data Architecture sub-project. The sections below describe the requirements, deliverables and resources required to support the Asset & Configuration Management sub-project.

C.1. Strategy Phase

a. Requirements. The Contractor shall provide the following:

(1) Asset & Configuration Management System Process. Define how the configuration and loading of asset data into a Configuration Management Database, based on the State standard of BMC's Atrium CMDB currently owned by the state will be performed. This process will include the following:

- Diagrams and narratives of the Asset & Configuration Management System Process.
- Utilizing any automated discovery tool(s), at the vendor's expense and at no additional cost to the State, that will integrate with and load into the State's standard CMDB, perform data collection activities in conjunction with staff interviews (e.g. application developers, system administrators, database administrators, network engineers, Service Delivery Management group, and business owners) along with other recommended methods for collecting the required asset and configuration data on each configuration item.
- Conducting application / system and physical topology discoveries to determine, as a starting point, the following:
  - Operating systems
  - Application and database interdependencies
  - Inputs / outputs
  - Data stores
  - Processes and service levels specific to each application / system
  - Communication / Connections with systems not residing within the state's existing Data Center
- Defining the configuration items and associated attributes from the data collected.
- Reviewing the State's Configuration Items Requirements Document and providing additional Configuration Items required for the Application & Data Architecture and the Physical Move & Migration sub-project deliverables.
- Validate the accuracy of the asset & configuration management information collected and the success of the collection methodology using test cases of various application types. This sampling includes, as a starting point, the following:
  - COTS (Commercial-Off-The-Shelf)
  - In-house developed
  - Modified commercial applications
  - Operating Systems
  - Mainframe Applications
- Populating of the CMDB with the Configuration Items.

(2) Application Discovery Document: Conduct inventory and load information into the State's Configuration Management Database of all application / systems in the development, test, and production environments including, as a starting point, the following:

- Development / test / production environments
- Infrastructure
- Architecture
- Application dependencies to include, as a starting point, the following:
  - Application server software configuration settings (e.g. JBOSS, WebSphere, and Oracle Application Server, Internet Information Services)
  - Third party software
  - Application coding to allow clustering
  - Email
  - Network Time Protocol
  - Domain Name System
  - Authentication methods
- Application interfaces with other internal / external applications
- Backup requirements
- Firewall rules for all systems currently housed in the existing Data center Firewall rules (e.g. Secure Socket Layer, Secure Shell, HTTP, HTTPS, Secure File Transfer Protocol, etc)
- All other application and infrastructure components associated with each application / system

(3) Physical Topology Discovery Document. Conduct inventory and load information into the State's Configuration Management Database of all Data Center equipment capturing technical and functional specifications and locations including, as a starting point, the following:

a) Hardware:

- Server name, model, make, serial number, Central Processing Unit, Random Access Memory, disk space (local, Network Attached Storage, SAN, etc), rack layout, Internet Protocol (IP) addresses, Media Access Control addresses, World Wide Numbers (WWNs), State tags, power specs, and operating platforms
- Hardware configuration settings for application server software to include clustering discovery and considerations for the virtual environment

b) Storage: SAN storage, switches, make, model, serial number, power requirements, Logical Unit Numbers, host groups, switch aliases and zones, and switch port assignment

c) Backup: Back up silos, media, tape drives, make, model, serial number, and power requirements

d) Current Network & Security Assessment: Develop written documentation of the current data center network and security infrastructure.

- Document the current data center network and security infrastructure for example, as a starting point: schematics on current equipment, connectivity, IP addresses, network segmentation, firewall rules by segment and/or system, switch port assignments, application load balancing, remote access, and Secure Socket Layer requirements and service connections and network protocols between existing servers, systems and equipment.
- Document all external connections to the data centers from the LAN / MAN / WAN, TNII, between data centers, third party connections, VPN connections, and all existing data center connections that will be migrated to another location.

b. Deliverables. The following are deliverables of the Strategy Phase:

(1) Asset & Configuration Management System Process

(2) Application Discovery Document

(3) Physical Topology Discovery Document

c. Additional Phase-Specific Resources – Contractor Team

(1) Certified Hardware Asset Manager – must add at least a minimum of one (1) resource

- 10+ Years experience with the last 7 years in this job class
- Experience in the following areas:
  - Hardware License and Agreements Negotiations
  - Hardware Maintenance Contract Management
  - Hardware Contract Management Techniques
  - Centralized and Decentralized Receiving Models
  - Use of Personal Digital Assistants / Scanners with Barcoding
  - Asset Tagging
  - Lifecycle Management - Developing Information Management Advisory Committee Processes & Procedures
  - Inventory Management
  - Discovery & Repository Tools
  - Working with Fixed Assets
  - Redeployment of Assets
  - Disposal of Assets & Surrounding Legal Issues
  - Leased Assets
  - Organizational Influences of Managing Assets
  - Systems Integration
  - Measuring Success
- Certified as a CSAM and/or equivalent is preferred

(2) Certified Software Asset Manager (CSAM) - must add at least a minimum of one (1) resource

- 10+ years experience with the last 7 years in this job class
- Software License and Agreements Negotiations
- Software Contract Management Techniques
- Advanced Software License Compliance Management
- Selecting & Implementing IT Asset Management Repositories
- Selecting & Implementing IT Configuration Discovery Tools
- Developing Strategic Software Asset Manager Policies and Achieving Buy-in
- Software Asset Manager Project Management Techniques
- Successful Change Management Techniques
- Certified as a CSAM and/or equivalent is preferred

(3) Configuration Manager - must add at least a minimum of one (1) resource

- 10+ Years experience with the last 7 years in this job class
- Administering configuration management process and tools
- Administering Contractor responsibilities within the change management process

- Collecting metrics from these activities as required by the Quality Management Plan

d. Phase-Specific Resources – State Team

Resource Type	FTE
Change Management Admin	0.50
Director	0.25
Remedy	2.00
Project Management	0.83
Applications Manager	1.00
Backup	1.00
GroupWise	1.00
Linux	1.00
Novell	1.00
Storage	1.00
Unix	1.00
VMWare	1.00
Windows / Active Directory	2.00
Asset Inventory	2.00

C.2. Detailed Design Phase

a. Requirements. None.

b. Deliverables. None.

c. Additional Phase-Specific Resources – Contractor Team. No additional Contractor personnel required beyond the personnel detailed in Contract Section A.5.a.

C.3. Implementation Phase

a. Requirements. None.

b. Deliverables. None.

c. Additional Phase-Specific Resources – Contractor Team. No additional Contractor personnel required beyond the personnel detailed in Contract Section A.5.a.

C.4. Existing Conditions. After the project has begun, the State will provide the vendor with the information for the Configuration Item Requirement Document.

D. Application & Data Architecture (ADA) Sub-Project – Project Management Details

Using data discovered within the ACM sub-project as well as data provided by the State through requirements documents, the Application & Data Architecture sub-project will design the data center dark room. The data center dark room will be designed to minimize the impact of a disaster scenario through an architecture that helps mitigate risks and also provides tools and technologies that expedite recovery. The data center dark room design will be a key part of the State of Tennessee strategy for regulatory compliance, and protection and management of data. The new data center dark room design will also be an agile infrastructure that can incorporate ongoing improvements in computer storage, core data center networks and application technologies, and empowers the Office for Information Resources to support changing business processes.

D.1. Strategy Phase

a. Requirements. The following are requirements of the Strategy Phase:

(1) Conceptual Dark Room Design. The Contractor shall provide the Conceptual Dark Room Design. This deliverable will include diagrams, narratives, and recommendations depicting a conceptual logical and physical IT design for two Tier III Data Centers that balances Security, System Administration, Budget, High Availability, and Redundancy, taking into account the current environment, State requirements (as listed in section D.4), and industry current best practices. The State will be the final authority for decisions in this area with the Contractor providing recommendations with the pros and cons of each. The Conceptual Dark Room Design is intended to provide a high level checkpoint before moving into the Detailed Design Phase. This design *DOES NOT* include the design of the actual buildings or heating and ventilation (that is being done in a different project). This design shall encompass the following:

- Network Segments and Security Zones
- Placement of all major components including:
  - SAN(s)
  - VM Farms
  - Shared DB Environments
  - Shared Enterprise Content Management
  - Mainframe
  - Tape Silos
  - Load Balancers
  - SSL
  - Citrix Farms
  - Web Servers
  - Application Servers
  - Core Network Gear
  - Firewall Placement
  - VPN Concentrators
  - Egress Connections
    - Third Party Connections
    - Internet
    - MAN
    - TNII / NetTN
- Remote Administration Recommendations. The Contractor shall recommend to the state, in narrative form including pros and cons of each, options for remote management of data center systems.

- Failover Recommendations. The Contractor shall recommend to the State, in narrative form including pros and cons of each, options to facilitate failover of critical applications within and between the two new data centers.
- Conceptual Narratives. The Contractor shall provide narratives that will explain the following, in detail:
  - All information used to reach key concept decisions and recommendations, why those recommendations were made, supporting documentation, and the pro's and con's of each key recommendation
  - Key factors used to define network segmentation and what types of applications and/or data should reside in each segment
  - Required data elements from the Asset & Configuration Management sub-project necessary to evaluate the current data center environment
  - All key requirements that must be met by the data center architecture such as security needs, support of enterprise services, administrative functionality, disaster recovery, high availability and consolidation
  - Correlation of the conceptual design components to State requirements and industry current best practices

(2) Detailed State Requirements. The Contractor shall work with State personnel to verify and finalize the State's detailed requirements for the design of two Tier III Data Centers. For a list of areas that will be covered by these requirements, refer to section D.4.

b. Deliverables. The Contractor shall provide the following deliverables:

(1) Conceptual Dark Room Design

(2) Detailed State Requirements

c. Additional Phase-Specific Resources – Contractor Team. No additional Contractor personnel required beyond the personnel detailed in Contract Section A.5.a.

d. Phase-Specific Resources – State Team

Resource Type	**FTE**
Project Management	0.83
Director	1.00
Backup	2.00
DBA	2.00
Linux	2.00
Novell	2.00
Programmer / Middle Tier	2.00
Storage	2.00
Unix	2.00
VMware	2.00
Windows / Active Directory	2.00
Security Lead Architect	0.75
WAN Lead Architect	0.75
WAN Manager	0.75
Security / Firewall	3.00
WAN / LAN	4.00

D.2. Detailed Design Phase

a. Requirement. The Contractor shall provide a **Detailed Dark Room Design** during the Detailed Design Phase. This deliverable will produce a collection of diagrams and narratives that illustrate both a logical and physical IT architecture for two Tier III Data Center Dark Rooms. This design *DOES NOT* include the design of the actual buildings or heating and ventilation (that is being done in a different project).

The Detailed Dark Room Design will utilize the approved Conceptual Dark Room Design, data gathered from the ACM sub-project, State approved Contractor recommendations, Finalized State Requirements, current industry best practices, and other documentation (as required) for adding the appropriate level of detail required to design and build out both Data Centers' Dark Rooms.

The Detailed Dark Room Design will:

(1) Identify Network Segments and Security Zones through diagrams and narratives including:

- A detailed architecture for all networked elements such as internet and intranet facing applications, classified (confidential) and public data, back-end operations, and any security variable that may dictate physical or logical architecture of applications.
- Data Center core network:
  - Segmentation by application type, data classification, tier, security level, and/or other service requirements
  - Application load balancing
  - Secure sessions
  - Firewall placement based on segmentation
  - Placement of all core network gear
  - Placement of load balancers and SSL
- A complete schematic of all network and security gear in the two Data Centers, including bill of materials.
- A detailed network segmentation including IP range assignment to each segment.
- Narrative documentation on all data center segments, to include purpose of each segment and access control.
- Cabling infrastructure including; network, SAN, and Backup.
- Egress connectivity for:
  - 3rd party connections
  - VPN connections [point to point and client]
  - Secure [encrypted] and non-secure [unencrypted] connections
  - Nashville MAN
  - TNII / NetTN
  - Internet
  - Redundant WAN connectivity between the Data Centers for front-end and back-end processing.

(2) Identify placement for all major components through diagrams and narratives (considering physical Dark Room capacity limitations) including:

- SAN(s)
- SAN Switches
- Servers
  - VM Farms
  - Citrix Farms
  - Web Servers
  - Application Servers
  - Database Servers (Dedicated and Shared)

- Mainframe
  - DASD
  - Tape / Silo
- Tape Silos
  - Mainframe
  - Distributed
- Appliances
  - IronMail
  - Google Mini
- Enterprise Services
  - Directory Services
    - Novell Directory Service / eDirectory
    - Active Directory
  - Backup Infrastructure
  - Messaging
    - IronMail
    - Symantec
    - GroupWise
    - Blackberry services
  - Security Monitoring
  - ListServ
  - FAXWare
  - SFTP
  - Enterprise Content Management
  - Business Intelligence
  - Crystal Enterprise
  - Video Streaming

b. Deliverable. The Contractor shall provide a Detailed Dark Room Design during the Detailed Design Phase.

c. Additional Phase-Specific Resources – Contractor Team. No additional Contractor personnel required beyond the personnel detailed in Contract Section A.5.a.

d. Phase-Specific Resources – State Team

Resource Type	**FTE**
Project Management	0.78
Director	0.80
Backup	0.50
Programmer / Middle Tier	2.00
DBA	2.00
Linux	2.00
Novell	0.70
Storage	2.00
Unix	2.00
VMware	2.00
Windows / Active Directory	2.00

Security Lead Architect	0.75
WAN Lead Architect	0.75
WAN Manager	0.75
Security / Firewall	3.00
WAN / LAN	4.00

D.3. Implementation Phase

a. Requirements. None.

b. Deliverables. None.

c. Additional Phase-Specific Resources – Contractor Team. No additional Contractor personnel required beyond the personnel detailed in Contract Section A.5.a.

d. Phase-Specific Resources – State Team. None.

D.4. Existing Conditions and Requirements. The following existing conditions relate to the ADA sub-project:

a. Existing Conditions. The "Asset & Configuration Management" project will provide updated diagrams and documentation on the current architecture.

b. State Conceptual Requirements. The State has identified the following conceptual requirements:

(1) The Dark Room will have fully redundant power to each critical device

(2) One-half of production will be split (as much as possible) between the two new data centers

(3) The Hitachi SANs will be replicated in an Asynchronous manner

(4) Both data centers will have redundant connectivity

(5) The two new data centers will support both two and three tier environments for applications

(6) The two new data centers will be Dark data centers, including Remote Management of devices

(7) The Dark Room Design should be flexible enough to adapt to future changes, support anticipated growth without requiring a major overhaul of the infrastructure, and accommodate the deployment of new services without major disruption to its operation.

(8) The Dark Room Design should eliminate and/or minimize the negative impact of planned (scheduled maintenance) and unplanned events (power outages, hardware failures, etc.).

(9) The Dark Room Design will accommodate the move / migration of all existing data center applications into the new dual data centers including legacy / non-standard systems.

(10) The Dark Room Design will accommodate the ease of access to the shared enterprise services environment (i.e. SAN, shared DB, VM Farms, etc.).

c. State Requirements Documents: After the project has begun, the State will provide the Contractor with the following State of Tennessee Requirements Documents for verification as part of the Detailed State Requirements deliverable:

(1) Network Requirements

(2) Database Requirements

(3) Storage Requirements

(4) Backup Requirements

(5) Failover / Disaster Recovery Requirements

(6) Replication Requirements

(7) Remote Management Requirements

(8) Dark Data Center Requirements

(9) SAN Requirements

E. Physical Move & Migration Sub-Project – Project Management Details

The Physical Move & Migration sub-project will plan the physical move of equipment, and migration of applications / data from the existing data center into the two new data centers. The Physical Move & Migration sub-project includes designing a systematic process that encompasses the migration of applications and data to the two new data centers as well as managing and monitoring the physical move of all equipment.

NOTE: The manpower and resources required for moving and transporting equipment to the new Data centers are not included in this RFP.

The Physical Move & Migration sub-project supports the strategy, detailed design, and implementation phases. The sections below describe the requirements, deliverables and resources required to support the Physical Move & Migration sub-project.

E.1. Strategy Phase

a. Requirement. The Contractor shall provide a Move and Migration Strategy Document. The Move and Migration Strategy Document shall contain the Contractor's methodologies or strategies for determining system / application moves and migrations from the current data center to the two new data centers based on current industry best practices as well as State requirements.

At a minimum, the Move and Migration Strategy Document shall include:

(1) Required System / Application Key factors, such as:

- Interfaces
- Dependencies
- Disaster Recovery Requirements
- Conceptual Dark Room Design (D.1.b.1)
- Network Capacity
- Temporary Configurations (network, firewall, server, etc.)
- Downtime Tolerance

(2) Recommended Migration Technologies to be leveraged, such as:

- Virtualization (VMWare)
- SAN Replication
- Clustering (application and database)

(3) List of required System / Application Data Elements from the State's CMDB

(4) Move and Migration Grouping Factors. The factors that impact and determine what systems / applications must be grouped together and moved as a unit.

(5) Contractor-provided templates used to document the relevant information for each system / application move and migration.

(6) Contractor-provided checklists used to document the relevant tasks for each system / application move and migration.

b. Deliverable. The Contractor shall provide the Move and Migration Strategy Document.

c. Additional Phase-Specific Resources – Contractor Team. The Contractor must add at least a minimum of one (1) resource that is a Technical Specialist / Subject Matter Expert with the following knowledge, skills and abilities:

(1) 5+ Years experience in area of expertise and must have participated in multiple data center migrations within the last 3 year.

(2) Expert knowledge of current technology including; Mainframe and Open Systems, SAN, Replication, Virtualization, High Availability, Backup, Networking and Disaster Recovery

(3) Strong English Verbal and Written Communication Skills

d. Phase-Specific Resources – State Team

Resource Type	FTE
Project Management	0.78
Director	0.84
Backup	0.60
DBA	2.00
Linux	1.00
Novell	0.60
Programmer / Middle Tier	1.00
Storage	1.00
Unix	1.00
VMware	1.00
Windows / Active Directory	2.00
Security Lead Architect	0.75
WAN Lead Architect	0.75
WAN Manager	0.75
Security / Firewall	3.00
WAN / LAN	4.00

E.2. Detailed Design Phase

a. Requirement. With the assistance of State staff (E.2.d), the Contractor shall provide the Detailed Move and Migration Plans. These plans shall document the details for successfully moving and migrating each application / system currently housed in the State's existing Data Center to its appropriate location in the two new Data Centers.

Every application / system to be moved shall have its own Detailed Move and Migration Plan to be delivered to the State prior to the planned move in accordance with the Updated Master Project Plan (B.2.b).

Each Detailed Move and Migration Plan shall include:

(1) Completed templates and checklists that document the relevant information about each system / application move and migration in accordance with the Updated Master Work Plan (B.2.b).

(2) Detailed diagrams of each system's / application's proposed location and configuration within the new Data Centers which includes, as an example:

- Physical
  - Number of network connections
  - Server NIC media (i.e., fiber SC-LC)
  - Data Jack(s)
  - Rack and rack position
  - Switch ports (media from Switch port to jack)

- Backups
  - Physical connectivity for backups
  - VLAN's
  - Master, Media, and Client IP's
  - Type
  - Switches
  - Tape Silo
- Security
  - Where applied, host agent, firewall, network
  - Configuration
  - Rules
  - Logging
  - IDS placement
- Dependencies
  - Supporting enterprise services (i.e. Active Directory or email or ECM)
  - Data flow
  - Data Traffic volume / frequency / concurrent connections
  - Server redundancy requirement / scheme
  - Switch connections, speed, duplex, etc.
  - Host name / DNS name
  - IP Address
  - SSL Offload – where and configuration – certificates
  - Load Balancing
    - Method, clustering, network, etc.
    - Configuration(s)
  - Data Classification / Security Zone – special access restrictions
  - Services running on each host with TCP and/or UDP ports
  - Access Control (including administration access) methodology / configuration, VPNs
  - Layer 2 adjacency with another server or application
  - Broadcast Domain
- SAN
  - Server Name
  - Host Group
  - World Wide Numbers
  - Amount of Space
  - Type – SATA or Fiber
  - OS
  - Data I/O utilization
  - Port Performance Layout
  - Replication requirements
  - Asynchronous or Synchronous
  - Firmware

- SAN Switch
  - World Wide Number
  - Alias
  - Ports
  - Zones
  - Firmware
  - Bandwidth Requirements
  - Data I/O utilization
- Database
  - Physical device
  - RDBS
  - Software version
  - Ports
  - Names
  - User accounts
  - Where storage will be
  - How much storage is needed
  - Path name
  - Administrator Access
- Servers
  - Services running and associated ports
  - OS version
  - Patch level
  - Ports
  - Accounts – Local & Active Directory
  - Disk Configuration
  - Hardware Specs
  - Firmware version
  - IP
  - DNS
  - Directory Services
  - Location
  - Connectivity
  - Remote Access accounts
  - BTU
  - Virtual or Physical
  - Clustering
  - Load Balancing
- Appliances – specifications (dependent upon appliance)

- Application
  - Data Flow
  - What moves and what is migrated
  - Software version that app was written in
  - Clustering
  - Ports – Database & Web
  - Protocols
  - Security Requirements
  - Connectivity to appliances and other apps
  - Administrator Requirements
  - Self contained or Stand Alone

(3) Narratives explaining the basis for each application's / system's move and migration plan.

(4) Back out plan for each application / system in the event of a move and migration failure.

(5) The identification of specific groups of applications / systems that must be moved at the same time.

(6) The detailed documentation of temporary configurations needed before, during, and after the move of each application / system.

(7) The identification of entities impacted by the move and migration of each application / system (OIR, other State agency(s), Vendor, etc.).

(8) The update of the Updated Master Project Work Plan (B.2.b) with all move and migration tasks for each application / system and its assigned resource(s)

(9) Documentation of the decommissioning of any existing data center equipment, network equipment and data circuits for each application / system move and migration.

b. Deliverable. The Contractor shall provide the Detailed Move and Migration Plans.

c. Additional Phase-Specific Resources – Contractor Team. The Contractor must add at least a minimum of one (1) resource that is a Technical Specialist/ Subject Matter Expert with the following knowledge, skills and abilities:

(1) 5+ Years experience in area of expertise and must have participated in multiple data center migrations within the last 3 year.

(2) Expert knowledge of current technology including; Mainframe and Open Systems, SAN, Replication, Virtualization, High Availability, Backup, Networking and Disaster Recovery

(3) Strong English Verbal and Written Communication Skills

d. Phase-Specific Resources – State Team

Resource Type	**FTE**
Project Management	0.78
Director	0.84
Backup	0.60
DBA	2.00
Linux	1.00
Novell	0.60

Programmer / Middle Tier	1.00
Storage	1.00
Unix	1.00
VMware	1.00
Windows / Active Directory	2.00
Security Lead Architect	0.75
WAN Lead Architect	0.75
WAN Manager	0.75
Security / Firewall	3.00
WAN / LAN	4.00

E.3. Implementation Phase

a. Requirements. The Contractor shall provide the following:

(1) Manage Move and Migration**.** The Contractor is responsible for administering the move and migration of all applications / systems from the existing data center into the two new data centers.

The Contractor shall:

- Manage each Detailed Move and Migration Plan (E.2.b) ensuring the successful move and migration of all applications / systems from the current data center into the two new data centers including:
  - Maintaining communication between all teams with assigned duties and stakeholders
  - Identifying and resolving issues during each move and migration
  - Enforcing the approved schedule for each move and migration
- Monitor each move and migration ensuring all tasks are completed in accordance with the Detailed Move and Migration Plans (E.2.b).

(2) Final Implemented Architecture Documentation**.** Upon the successful move / migration / implementation of each application / system, an updated set of documentation with diagrams and narratives will be provided to the State.

The Final Implemented Architecture Documentation shall contain

- Updated detailed diagrams (E.2.a.2) and narratives (E.2.a.3) of the final location and configuration of each application / system within each of the two new data centers that were originally created in Detailed Move and Migration Plans (E.2.b). Requirement sections 2 and 3 are the only sections of this deliverable to be updated.
- Updated Detailed Dark Room Design (D.2.b) – update the Detailed Dark Room Design with the actual configuration details after all moves and migrations are complete.

b. Deliverables. The Contractor shall provide the following deliverables during the Implementation Phase:

(1) Manage Move and Migration

(2) Final Implemented Architecture Documentation

c. Additional Phase-Specific Resources – Contractor Team. The Contractor will provide Technical Specialists / Subject Matter Experts with the following knowledge, skills and abilities:

(1) 5+ Years experience in area of expertise and must have participated in multiple data center migrations within the last 3 year.

(2) Expert knowledge of current technology including; Mainframe and Open Systems, SAN, Replication, Virtualization, High Availability, Backup, Networking and Disaster Recovery

(3) Strong English Verbal and Written Communication Skills

d. Phase-Specific Resources – State Team

Resource Type	FTE
Project Management	0.71
Director	0.60
Backup	0.50
DBA	2.00
Linux	1.00
Novell	0.50
Programmer / Middle Tier	1.00
Storage	1.00
Unix	1.00
VMware	1.00
Windows / Active Directory	2.00
Security Lead Architect	0.75
WAN Lead Architect	0.75
WAN Manager	0.75
Security / Firewall	3.00
WAN / LAN	4.00

E.4. Existing Conditions. None.

ATTACHMENT F

F. HIPAA Business Associate Agreement

HIPAA BUSINESS ASSOCIATE AGREEMENT

COMPLIANCE WITH PRIVACY AND SECURITY RULES

THIS BUSINESS ASSOCIATE AGREEMENT (hereinafter "Agreement") is between The State of Tennessee, Department of Finance and Administration (hereinafter "Covered Entity") and _____ (hereinafter "Business Associate"). Covered Entity and Business Associate may be referred to herein individually as "Party" or collectively as "Parties."

BACKGROUND

Covered Entity acknowledges that it is subject to the Privacy and Security Rules (45 CFR Parts 160 and 164) promulgated by the United States Department of Health and Human Services pursuant to the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Public Law 104-191 in certain aspects of its operations.

Business Associate provides services to Covered Entity pursuant to one or more contractual relationships detailed below and hereinafter referred to as "Service Contracts"

Contract Awarded Pursuant to RFP # 317.03-186-08

In the course of executing Service Contracts, Business Associate may come into contact with, use, or disclose Protected Health Information (defined in Section 1.8 below). Said Service Contracts are hereby incorporated by reference and shall be taken and considered as a part of this document the same as if fully set out herein.

In accordance with the federal privacy and security regulations set forth at 45 C.F.R. Part 160 and Part 164, Subparts A, C, and E, which require Covered Entity to have a written memorandum with each of its internal Business Associates, the Parties wish to establish satisfactory assurances that Business Associate will appropriately safeguard "Protected Health Information" and, therefore, make this Agreement.

DEFINITIONS

1.1 Terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms in 45 CFR §§ 160.103, 164.103, 164.304, 164.501 and 164.504.

1.2 "Designated Record Set" shall have the meaning set out in its definition at 45 C.F.R. § 164.501.

1.3 "Electronic Protected Health Care Information" shall have the meaning set out in its definition at 45 C.F.R. § 160.103.

1.4 "Health Care Operations" shall have the meaning set out in its definition at 45 C.F.R. § 164.501.

1.5 "Individual" shall have the same meaning as the term "individual" in 45 CFR § 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR § 164.502(g).

1.6 "Privacy Official" shall have the meaning as set out in its definition at 45 C.F.R. § 164.530(a)(1).

1.7 "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, subparts A, and E.

1.8 “Protected Health Information” shall have the same meaning as the term “protected health information” in 45 CFR § 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

1.9 “Required by Law” shall have the meaning set forth in 45 CFR § 164.512.

1.10 “Security Rule” shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Parts 160 and 164, Subparts A and C.

2. OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE (Privacy Rule)

2.1 Business Associate agrees to fully comply with the requirements under the Privacy Rule applicable to "business associates," as that term is defined in the Privacy Rule and not use or further disclose Protected Health Information other than as permitted or required by this Agreement, the Service Contracts, or as Required By Law. In case of any conflict between this Agreement and the Service Contracts, this Agreement shall govern.

2.2 Business Associate agrees to use appropriate procedural, physical, and electronic safeguards to prevent use or disclosure of Protected Health Information other than as provided for by this Agreement. Said safeguards shall include, but are not limited to, requiring employees to agree to use or disclose Protected Health Information only as permitted or required by this Agreement and taking related disciplinary actions for inappropriate use or disclosure as necessary.

2.3 Business Associate shall require any agent, including a subcontractor, to whom it provides Protected Health Information received from, created or received by, Business Associate on behalf of Covered Entity or that carries out any duties for the Business Associate involving the use, custody, disclosure, creation of, or access to Protected Health Information, to agree, by written contract with Business Associate, to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information.

2.4 Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Agreement.

2.5 Business Associate agrees to require its employees, agents, and subcontractors to promptly report, to Business Associate, any use or disclosure of Protected Health Information in violation of this Agreement. Business Associate agrees to report to Covered Entity any use or disclosure of the Protected Health Information not provided for by this Agreement

2.6 If Business Associate receives Protected Health Information from Covered Entity in a Designated Record Set, then Business Associate agrees to provide access, at the request of Covered Entity, to Protected Health Information in a Designated Record Set, to Covered Entity or, as directed by covered Entity, to an Individual in order to meet the requirements under 45 CFR § 164.524, provided that Business Associate shall have at least twenty (20) business days from Covered Entity notice to provide access to, or deliver such information.

2.7 If Business Associate receives Protected Health Information from Covered Entity in a Designated Record Set, then Business Associate agrees to make any amendments to Protected Health Information in a Designated Record Set that the Covered Entity directs or agrees to pursuant to the 45 CFR § 164.526 at the request of Covered Entity or an Individual, and in the time and manner designated by Covered Entity, provided that Business Associate shall have at least ten (10) days from Covered Entity notice to make an amendment.

2.8 Business Associate agrees to make its internal practices, books, and records including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information received from, created by or received by Business Associate on behalf of, Covered Entity

available to the Secretary of the United States Department of Health in Human Services or the Secretary's designee, in a time and manner designated by the Secretary, for purposes of determining Covered Entity's or Business Associate's compliance with the Privacy Rule.

2.9 Business Associate agrees to document disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosure of Protected Health Information in accordance with 45 CFR § 164.528.

2.10 Business Associate agrees to provide Covered Entity or an Individual, in time and manner designated by Covered Entity, information collected in accordance with this Agreement, to permit Covered Entity to respond to a request by an Individual for and accounting of disclosures of Protected Health Information in accordance with 45 CFR § 164.528, provided that Business Associate shall have at least twenty (20) days from Covered Entity notice to provide access to, or deliver such information which shall include, at minimum, (a) date of the disclosure; (b) name of the third party to whom the Protected Health Information was disclosed and, if known, the address of the third party; (c) brief description of the disclosed information; and (d) brief explanation of the purpose and basis for such disclosure.

2.11 Business Associate agrees it must limit any use, disclosure, or request for use or disclosure of Protected Health Information to the minimum amount necessary to accomplish the intended purpose of the use, disclosure, or request in accordance with the requirements of the Privacy Rule.

2.11.1 Business Associate represents to Covered Entity that all its uses and disclosures of, or requests for, Protected Health Information shall be the minimum necessary in accordance with the Privacy Rule requirements.

2.11.2 Covered Entity may, pursuant to the Privacy Rule, reasonably rely on any requested disclosure as the minimum necessary for the stated purpose when the information is requested by Business Associate.

2.11.3 Business Associate acknowledges that if Business Associate is also a covered entity, as defined by the Privacy Rule, Business Associate is required, independent of Business Associate's obligations under this Memorandum, to comply with the Privacy Rule's minimum necessary requirements when making any request for Protected Health Information from Covered Entity.

2.12 Business Associate agrees to adequately and properly maintain all Protected Health Information received from, or created or received on behalf of, Covered Entity

2.13 If Business Associate receives a request from an Individual for a copy of the individual's Protected Health Information, and the Protected Health Information is in the sole possession of the Business Associate, Business Associate will provide the requested copies to the individual and notify the Covered Entity of such action. If Business Associate receives a request for Protected Health Information in the possession of the Covered Entity, or receives a request to exercise other individual rights as set forth in the Privacy Rule, Business Associate shall notify Covered Entity of such request and forward the request to Covered Entity. Business Associate shall then assist Covered Entity in responding to the request.

2.14 Business Associate agrees to fully cooperate in good faith with and to assist Covered Entity in complying with the requirements of the Privacy Rule.

3 OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE (Security Rule)

3.1 Business Associate agrees to fully comply with the requirements under the Security Rule applicable to "business associates," as that term is defined in the Security Rule. In case of any conflict between this Agreement and Service Agreements, this Agreement shall govern.

3.2 Business Associate agrees to implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic protected health

information that it creates, receives, maintains, or transmits on behalf of the covered entity as required by the Security Rule.

3.3 Business Associate shall ensure that any agent, including a subcontractor, to whom it provides electronic protected health information received from or created for Covered Entity or that carries out any duties for the Business Associate involving the use, custody, disclosure, creation of, or access to Protected Health Information supplied by Covered Entity, to agree, by written contract (or the appropriate equivalent if the agent is a government entity) with Business Associate, to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information.

3.4 Business Associate agrees to require its employees, agents, and subcontractors to report to Business Associate within five (5) business days, any Security Incident (as that term is defined in 45 CFR Section 164.304) of which it becomes aware. Business Associate agrees to promptly report any Security Incident of which it becomes aware to Covered Entity.

3.5 Business Associate agrees to make its internal practices, books, and records including policies and procedures relating to the security of electronic protected health information received from, created by or received by Business Associate on behalf of, Covered Entity available to the Secretary of the United States Department of Health in Human Services or the Secretary's designee, in a time and manner designated by the Secretary, for purposes of determining Covered Entity's or Business Associate's compliance with the Security Rule.

3.6 Business Associate agrees to fully cooperate in good faith with and to assist Covered Entity in complying with the requirements of the Security Rule.

4. PERMITTED USES AND DISCLOSURES BY BUSINESS ASSOCIATE

4.1 Except as otherwise limited in this Agreement, Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in Service Contracts, provided that such use or disclosure would not violate the Privacy and Security Rule, if done by Covered Entity.

4.2 Except as otherwise limited in this Agreement, Business Associate may use Protected Health Information as required for Business Associate's proper management and administration or to carry out the legal responsibilities of the Business Associate.

4.3 Except as otherwise limited in this Agreement, Business Associate may disclose Protected Health Information for the proper management and administration of the Business Associate, provided that disclosures are Required By Law, or provided that, if Business Associate discloses any Protected Health Information to a third party for such a purpose, Business Associate shall enter into a written agreement with such third party requiring the third party to: (a) maintain the confidentiality, integrity, and availability of Protected Health Information and not to use or further disclose such information except as Required By Law or for the purpose for which it was disclosed, and (b) notify Business Associate of any instances in which it becomes aware in which the confidentiality, integrity, and/or availability of the Protected Health Information is breached.

4.4 Except as otherwise limited in this Agreement, Business Associate may use Protected Health Information to provide Data Aggregation services to Covered Entity as permitted by 42 CFR § 164.504(e)(2)(I)(B).

4.5 Business Associate may use Protected Health Information to report violations of law to appropriate Federal and State Authorities consistent with 45 CFR 164.502(j)(1)

5. OBLIGATIONS OF COVERED ENTITY

5.1 Covered Entity shall provide Business Associate with the notice of Privacy Practices that Covered Entity produces in accordance with 45 CFR § 164.520, as well as any changes to such notice. Covered Entity

shall notify Business Associate of any limitations in its notice that affect Business Associate's use or disclosure of Protected Health Information.

5.2 Covered Entity shall provide Business Associate with any changes in, or revocation of, permission by an Individual to use or disclose Protected Health Information, if such changes affect Business Associate's permitted or required uses.

5.3 Covered Entity shall notify Business Associate of any restriction to the use or disclosure of Protected Health Information that Covered Entity has agreed to in accordance with 45 CFR § 164.522, to the extent that such restriction may affect Business Associate's use of Protected Health Information.

6. PERMISSIBLE REQUESTS BY COVERED ENTITY

6.1 Covered Entity shall not request Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy or Security Rule, if done by Covered Entity.

7. TERM AND TERMINATION

7.1 Term. This Agreement shall be effective as of the date on which it is signed by both parties and shall terminate when all of the Protected Health Information provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy Protected Health Information, Section 7.3. below shall apply.

7.2 Termination for Cause.

7.2.1. This Agreement authorizes and Business Associate acknowledges and agrees Covered Entity shall have the right to immediately terminate this Agreement and Service Contracts in the event Business Associate fails to comply with, or violates a material provision of, requirements of the Privacy and/or Security Rule or this Memorandum.

7.2.2. Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall either:

7.2.2.1. provide a reasonable opportunity for Business Associate to cure the breach or end the violation, or

7.2.2.2. if Business Associate has breached a material term of this Agreement and cure is not possible or if Business Associate does not cure a curable breach or end the violation within a reasonable time as specified by, and at the sole discretion of, Covered Entity, Covered Entity may immediately terminate this Agreement and the Service Agreement.

7.2.2.3. If neither cure nor termination is feasible, Covered Entity shall report the violation to the Secretary of the United States Department of Health in Human Services or the Secretary's designee.

7.3. Effect of Termination.

7.3.1. Except as provided in Section 7.3.2. below, upon termination of this Agreement, for any reason, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of, Covered Entity. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.

7.3.2. In the event that Business Associate determines that returning or destroying the Protected Health Information is not feasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction unfeasible. Upon mutual agreement of the Parties that return or

destruction of Protected Health Information is unfeasible, Business Associate shall extend the protections of this Memorandum to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction unfeasible, for so long as Business Associate maintains such Protected Health Information.

8. MISCELLANEOUS

8.1 Regulatory Reference. A reference in this Agreement to a section in the Privacy and /or Security Rule means the section as in effect or as amended.

8.2 Amendment. The Parties agree to take such action as is necessary to amend this Memorandum from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy and Security Rules and the Health Insurance Portability and Accountability Act, Public Law 104-191. Business Associate and Covered Entity shall comply with any amendment to the Privacy and Security Rules, the Health Insurance Portability and Accountability Act, Public Law 104-191, and related regulations upon the effective date of such amendment, regardless of whether this Agreement has been formally amended.

8.3 Survival. The respective rights and obligations of Business Associate under Section 7.3. of this Memorandum shall survive the termination of this Agreement.

8.4 Interpretation. Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits Covered Entity and the Business Associate to comply with the Privacy and Security Rules.

8.5 Notices and Communications. All instructions, notices, consents, demands, or other communications required or contemplated by this Agreement shall be in writing and shall be delivered by hand, by facsimile transmission, by overnight courier service, or by first class mail, postage prepaid, addressed to the respective party at the appropriate facsimile number or address as set forth below, or to such other party, facsimile number, or address as may be hereafter specified by written notice.

COVERED ENTITY:
Lee Gregory
Director, Project Management Office
Finance and Administration
Suite 1600, Southeast
Wm. R. Snodgrass TN Tower
312 8th Ave North
Nashville, TN 37243
lee.gregory@state.tn.us
Telephone: 615-253-2354
Fax: 615-532-0471

BUSINESS ASSOCIATE:

BUSINESS ASSOCIATE NAME
NAME AND TITLE
ADDRESS
Telephone: **NUMBER**
Fax: **NUMBER**

All instructions, notices, consents, demands, or other communications shall be considered effectively given as of the date of hand delivery; as of the date specified for overnight courier service delivery; as of three (3) business days after the date of mailing; or on the day the facsimile transmission is received mechanically by the facsimile machine at the receiving location and receipt is verbally confirmed by the sender.

8.6 Strict Compliance. No failure by any Party to insist upon strict compliance with any term or provision of this Agreement, to exercise any option, to enforce any right, or to seek any remedy upon any default of any other Party shall affect, or constitute a waiver of, any Party's right to insist upon such strict compliance, exercise that option, enforce that right, or seek that remedy with respect to that default or any prior, contemporaneous, or subsequent default. No custom or practice of the Parties at variance with any provision of this Agreement shall affect, or constitute a waiver of, any Party's right to demand strict compliance with all provisions of this Agreement

8.7 Severability. With respect to any provision of this Agreement finally determined by a court of competent jurisdiction to be unenforceable, such court shall have jurisdiction to reform such provision so that it is enforceable to the maximum extent permitted by applicable law, and the Parties shall abide by such court's

determination. In the event that any provision of this Agreement cannot be reformed, such provision shall be deemed to be severed from this Agreement, but every other provision of this Agreement shall remain in full force and effect.

8.8 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee except to the extent that Tennessee law has been pre-empted by HIPAA.

8.9 Compensation. There shall be **no** remuneration for performance under this Agreement except as specifically provided by, in, and through, existing administrative requirements of Tennessee State government and services contracts referenced herein.

IN WITNESS WHEREOF,

_____

Date:

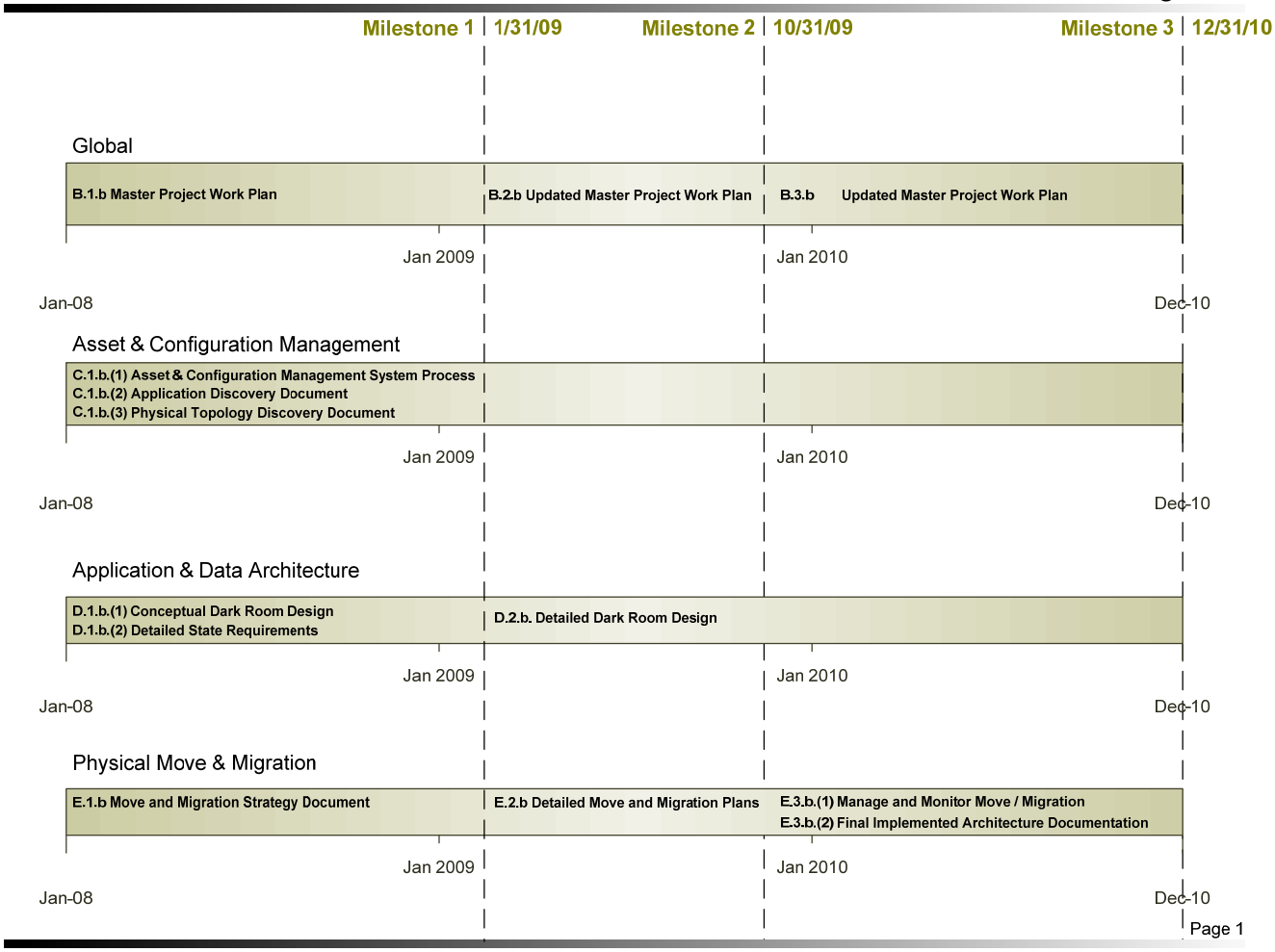
_____

Date:

Attachment G

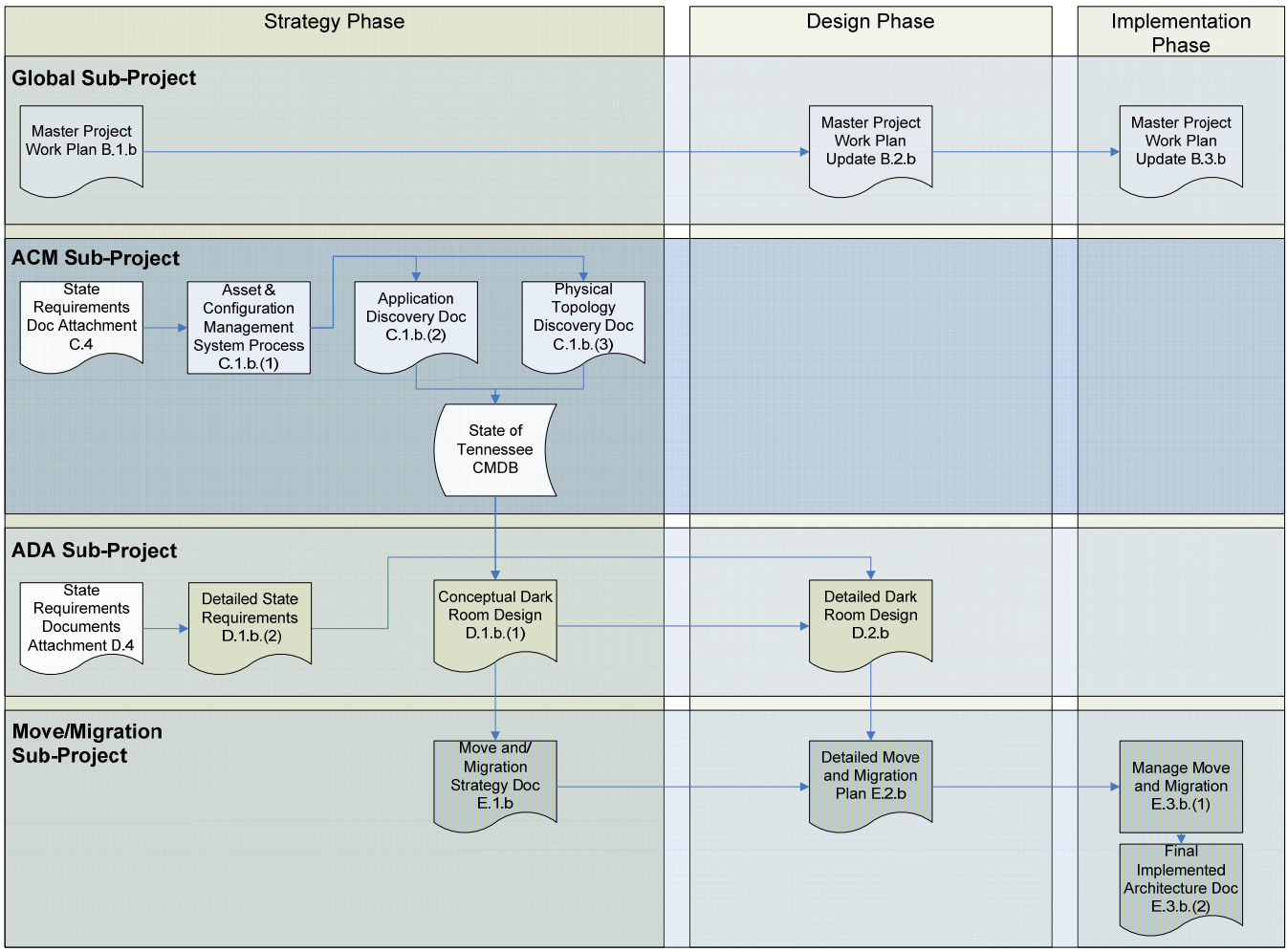
Graphical Representation of Project Milestones

State of Tennessee Data Center Program



Attachment H

Deliverable Flow Diagram


Strategy Phase
Design Phase
Implementation Phase
Global Sub-Project
Master Project Work Plan B.1.b
Master Project Work Plan Update B.2.b
Master Project Work Plan Update B.3.b
ACM Sub-Project
State Requirements Doc Attachment C.4
Asset & Configuration Management System Process C.1.b.(1)
Application Discovery Doc C.1.b.(2)
Physical Topology Discovery Doc C.1.b.(3)
State of Tennessee CMDB
ADA Sub-Project
State Requirements Documents Attachment D.4
Detailed State Requirements D.1.b.(2)
Conceptual Dark Room Design D.1.b.(1)
Detailed Dark Room Design D.2.b
Move/Migration Sub-Project
Move and/ Migration Strategy Doc E.1.b
Detailed Move and Migration Plan E.2.b
Manage Move and Migration E.3.b.(1)
Final Implemented Architecture Doc E.3.b.(2)

ATTACHMENT I

I. Contractor Key Personnel

[PRIOR TO CONTRACT APPROVAL THE STATE WILL TRANSCRIBE THE NAMES OF SPECIFIC CONTRACTOR KEY PERSONNEL FROM THE CONTRACTOR'S RESPONSE TO RFP ATTACHMENT 6.3, SECTION B, ITEM B.11, HERE.]

J. Acceptable Use Policy

STATE OF TENNESSEE

Acceptable Use Policy
Network Access Rights and Obligations

Purpose:
To establish guidelines for State-owned hardware and software, computer network access and usage, Internet and email usage, telephony, and security and privacy for users of the State of Tennessee Wide Area Network.

Reference:
Tennessee Code Annotated, Section 4-3-5501, et seq., effective May 10, 1994.
Tennessee Code Annotated, Section 10-7-512, effective July 1, 2000.
Tennessee Code Annotated, Section 10-7-504, effective July 1, 2001.
State of Tennessee Security Policies.

Objectives:
- Ensure the protection of proprietary, personal, privileged, or otherwise sensitive data and resources that may be processed in any manner by the State, or any agent for the State.
- Provide uninterrupted network resources to users.
- Ensure proper usage of networked information, programs and facilities offered by the State of Tennessee networks.
- Maintain security of and access to networked data and resources on an authorized basis.
- Secure email from unauthorized access.
- Protect the confidentiality and integrity of files and programs from unauthorized users.
- Inform users there is no expectation of privacy in their use of State-owned hardware, software, or computer network access and usage.
- Provide Internet and email access to the users of the State of Tennessee networks.

Scope:
This Acceptable Use Policy applies to all individuals who have been provided access rights to the State of Tennessee networks, State provided email, and/or Internet via agency issued network or system User ID's. The scope does not include State phone systems, fax machines, copiers, State issued cell phones or pagers unless those services are delivered over the State's IP network.

Use and Prohibitions:

A. Network Resources
State employees, vendors/business partners/subrecipients, local governments, and other governmental agencies may be authorized to access state network resources to perform business functions with or on behalf of the State. Users must be acting within the scope of their employment or contractual relationship with the State and must agree to abide by the terms of this agreement as evidenced by his/her signature. It is recognized that there may be incidental personal use of State Network Resources. This practice is not encouraged and employees should be aware that all usage may be monitored and that there is no right to privacy. Various transactions resulting from network usage are the property of the state and are thus subject to open records laws.

Prohibitions

- Sending or sharing with unauthorized persons any information that is confidential by law, rule or regulation.

- Installing software that has not been authorized by the Office for Information Resources of the Department of Finance and Administration.
- Attaching processing devices that have not been authorized by the Office for Information Resources of the Department of Finance and Administration.
- Using network resources to play or download games, music or videos that are not in support of business functions.
- Leaving workstation unattended without engaging password protection for the keyboard or workstation.
- Utilizing unauthorized peer-to-peer networking or peer-to-peer file sharing.
- Using network resources in support of unlawful activities as defined by federal, state, and local law.
- Utilizing network resources for activities that violate conduct policies established by the Department of Personnel or the Agency where the user is employed or under contract.

B. Email

Email and calendar functions are provided to expedite and improve communications among network users.

Prohibitions

- Sending unsolicited junk email or chain letters (e.g. “spam”) to any users of the network.
- Sending any material that contains viruses, Trojan horses, worms, time bombs, cancel bots, or any other harmful or deleterious programs.
- Sending copyrighted materials via email that is either not within the fair use guidelines or without prior permission from the author or publisher.
- Sending or receiving communications that violate conduct policies established by the Department of Personnel or the Agency where the user is employed or under contract.
- Sending confidential material to an unauthorized recipient, or sending confidential e-mail without the proper security standards (including encryption if necessary) being met.

Email created, sent or received in conjunction with the transaction of official business are public records in accordance with T.C.A 10-7-301 through 10-7-308, and the rules of the Public Records Commission. A public record is defined as follows:

“Public record(s)” or “state record(s)” means all documents, papers, letters, maps, books, photographs, microfilms, electronic data processing files and output, films, sound recordings or other material, regardless of physical form or characteristics made or received pursuant to law or ordinance or in connection with the transaction of official business by any governmental agency. (T.C.A. 10-7-301 (6)).

State records are open to public inspection unless they are protected by State or Federal law, rule, or regulation. Because a court could interpret state records to include draft letters, working drafts of reports, and what are intended to be casual comments, be aware that anything sent as electronic mail could be made available to the public.

C. Internet Access

Internet access is provided to network users to assist them in performing the duties and responsibilities associated with their positions.

Prohibitions

- Using the Internet to access non-State provided web email services.
- Using Instant Messaging or Internet Relay Chat (IRC).

- Using the Internet for broadcast audio for non-business use.
- Utilizing unauthorized peer-to-peer networking or peer-to-peer file sharing.
- Using the Internet when it violates any federal, state or local law.

Statement of Consequences
Noncompliance with this policy may constitute a legal risk to the State of Tennessee, an organizational risk to the State of Tennessee in terms of potential harm to employees or citizen security, or a security risk to the State of Tennessee's Network Operations and the user community, and/or a potential personal liability. The presence of unauthorized data in the State network could lead to liability on the part of the State as well as the individuals responsible for obtaining it.

Statement of Enforcement
Noncompliance with this policy may result in the following immediate actions.

1. Written notification will be sent to the Agency Head and to designated points of contact in the User Agency's Human Resources and Information Technology Resource Offices to identify the user and the nature of the noncompliance as "cause". In the case of a vendor, subrecipient, or contractor, the contract administrator will be notified.
2. User access may be terminated immediately by the Systems Administrator, and the user may be subject to subsequent review and action as determined by the agency, department, board, or commission leadership, or contract administrator.

STATE OF TENNESSEE

Acceptable Use Policy
Network Access Rights and Obligations
User Agreement Acknowledgement

As a user of State of Tennessee data and resources, I agree to abide by the Acceptable Use Network Access Rights and Obligations Policy and the following promises and guidelines as they relate to the policy established:

1. I will protect State confidential data, facilities and systems against unauthorized disclosure and/or use.
2. I will maintain all computer access codes in the strictest of confidence; immediately change them if I suspect their secrecy has been compromised, and will report activity that is contrary to the provisions of this agreement to my supervisor or a State-authorized Security Administrator.
3. I will be accountable for all transactions performed using my computer access codes.
4. I will not disclose any confidential information other than to persons authorized to access such information as identified by my section supervisor.
5. I agree to report to the Office for Information Resources (OIR) any suspicious network activity or security breach.

Privacy Expectations

The State of Tennessee actively monitors network services and resources, including, but not limited to, real time monitoring. Users should have no expectation of privacy. These communications are considered to be State property and may be examined by management for any reason including, but not limited to, security and/or employee conduct.

I acknowledge that I must adhere to this policy as a condition for receiving access to State of Tennessee data and resources.

I acknowledge that I have read the Computer Crimes Act and the State of Tennessee Security Policy 4.00 Access. I understand the willful violation or disregard of any of these guidelines, statute or policies may result in my loss of access and disciplinary action, up to and including termination of my employment, termination of my business relationship with the State of Tennessee, and any other appropriate legal action, including possible prosecution under the provisions of the Computer Crimes Act as cited at TCA 39-14-601 et seq., and other applicable laws.

I have read and agree to comply with the policy set forth herein.

_____	_____
Type or Print Name	Last 4 digits of Social Security Number
_____	_____
Signature	Date

ATTACHMENT 6.2

PROPOSAL TRANSMITTAL AND STATEMENT OF CERTIFICATIONS AND ASSURANCES

The Proposer must complete and sign this *Proposal Transmittal and Statement of Certifications and Assurances*. It must be signed, in the space below, by an individual empowered to bind the proposing entity to the provisions of this RFP and any contract awarded pursuant to it. If said individual is not the Proposer's chief executive or president, this document shall attach evidence showing the individual's authority to bind the proposing entity.

Any contract resulting from this RFP process shall incorporate this *Proposal Transmittal and Statement of Certifications and Assurances* by reference as a part of said contract (refer to *pro forma* contract "Special Terms and Conditions").

PROPOSER LEGAL ENTITY NAME:	
PROPOSER FEDERAL EMPLOYER IDENTIFICATION NUMBER: (or Social Security Number)	

The Proposer does hereby affirm and expressly declare confirmation, certification, and assurance of the following:

1) This proposal constitutes a commitment to provide all services as defined in the RFP Attachment 6.1, *Pro Forma* Contract Scope of Services for the total contract period and confirmation that the Proposer shall comply with all of the provisions in this RFP and shall accept all terms and conditions set out in the RFP Attachment 6.1, *Pro Forma* Contract.
2) The information detailed in the proposal submitted herewith in response to the subject RFP is accurate.
3) The proposal submitted herewith in response to the subject RFP shall remain valid for at least 120 days subsequent to the date of the Cost Proposal opening and thereafter in accordance with any contract pursuant to the RFP.
4) The Proposers shall comply with:
   a) the laws of the State of Tennessee;
   b) Title VI of the federal Civil Rights Act of 1964;
   c) Title IX of the federal Education Amendments Act of 1972;
   d) the Equal Employment Opportunity Act and the regulations issued there under by the federal government;
   e) the Americans with Disabilities Act of 1990 and the regulations issued there under by the federal government;
   f) the condition that the submitted proposal was independently arrived at, without collusion, under penalty of perjury; and,
   g) the condition that no amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Proposer in connection with the Procurement under this RFP.

PRINTED NAME:		**DATE:**	
SIGNATURE & TITLE:			
	Signature	Title	

ATTACHMENT 6.3

TECHNICAL PROPOSAL & EVALUATION GUIDE — SECTION A			
PROPOSER NAME:			
RFP COORDINATOR NAME:		**DATE:**	
RFP COORDINATOR SIGNATURE:			

SECTION A — MANDATORY REQUIREMENTS

The Proposer must address ALL Mandatory Requirements section items and provide, in sequence, the information and documentation as required (referenced with the associated item references). The RFP Coordinator will review all general mandatory requirements, including but not limited to the following:

- **Proposal received on or before the Proposal Deadline.**
- **Technical Proposal copies and Cost Proposal packaged separately.**
- **Technical Proposal contains NO cost data.**
- **Proposer did NOT submit alternate proposals.**
- **Proposer did NOT submit multiple proposals in a different form.**
- **Technical Proposal does NOT contain any restrictions of the rights of the State or other qualification of the proposal.**

The RFP Coordinator will also review the proposal to determine if the Mandatory Requirement Items (below) are met and mark each with pass or fail. For each requirement that is not met, the Proposal Evaluation Team must review the proposal and attach a written determination.

Any contract resulting from this RFP process shall incorporate by reference the respective proposal responses to all items below as a part of said contract (refer to *pro forma* contract "Special Terms and Conditions").

NOTICE: In addition to these requirements, the State will also evaluate compliance with ALL RFP requirements.

Proposal Page # (to be completed by Proposer)	Mandatory Requirement Items		State Use ONLY Pass/Fail
	A.1	Provide the Proposal Transmittal and Statement of Certifications and Assurances (detailed in RFP Attachment 6.2) completed and signed, in the space provided, by an individual empowered to bind the Proposer to the provisions of this RFP and any resulting contract. ***Each Proposer <u>must</u> sign the Proposal Transmittal and Statement of Certifications and Assurances without exception or qualification.***	
	A.2	Provide the following as documentation of financial responsibility and stability. ▪ a current written bank reference, in the form of a standard business letter, indicating that the Proposer's business relationship with the financial institution is in positive standing ▪ two current written, positive credit references, in the form of standard business letters, from vendors with which the	

Proposal Page # (to be completed by Proposer)	Mandatory Requirement Items	State Use ONLY Pass/Fail
	proposer has done business or, documentation of a positive credit rating determined by an accredited credit bureau within the last 6 months; submission of the credit bureau report number without the report is insufficient ▪ a copy of a valid certificate of insurance indicating liability insurance in the amount of at least One Million Dollars ($1,000,000.00)	
	A.3 Provide a statement of whether the Proposer or any individual who shall perform work under the contract has a possible conflict of interest (*e.g.,* employment by the State of Tennessee) and, if so, the nature of that conflict. ***Any questions of conflict of interest shall be solely within the discretion of the State, and the State reserves the right to cancel any award.***	
	A.4 The proposer must have successfully completed, within the last five years, at least one (1) data center migration project of similar size and complexity as the data center migration project described in this RFP. As evidence of meeting this requirement, the proposer must provide a narrative describing the qualifying completed data center migration project. The narrative must include the name of client/customer, a general description of the project, start and completion dates for the project, project staffing, and sizing information of the resulting data center such as square footage, number of daily transactions, number of servers, etc. The response must be limited to no more than two (2) pages in font no smaller than 10 point.	

TECHNICAL PROPOSAL & EVALUATION GUIDE — SECTION B			
PROPOSER NAME:			
EVALUATOR NAME:		**DATE:**	
EVALUATOR SIGNATURE:			
SECTION B — QUALIFICATIONS & EXPERIENCE			
The Proposer must address ALL Qualifications and Experience section items and provide, in sequence, the information and documentation as required (referenced with the associated item references). **A Proposal Evaluation Team, made up of three or more State employees, will independently evaluate and score the proposal's "qualifications and experience" responses.** **Any contract resulting from this RFP process shall incorporate by reference the respective proposal responses to all items below as a part of said contract (refer to *pro forma* contract "Special Terms and Conditions").**			

Proposal Page # (to be completed by Proposer)	Qualifications & Experience Items	
	B.1	Describe the Proposer's form of business (*i.e.*, individual, sole proprietor, corporation, non-profit corporation, partnership, limited liability company) and detail the name, mailing address, and telephone number of the person the State should contact regarding the proposal.
	B.2	Provide a statement of whether there have been any mergers, acquisitions, or sales of the Proposer company within the last ten years, and if so, an explanation providing relevant details.
	B.3	Provide a statement of whether the Proposer or any of the Proposer's employees, agents, independent contractors, or subcontractors have been convicted of, pled guilty to, or pled *nolo contendere* to any felony, and if so, an explanation providing relevant details.
	B.4	Provide a statement of whether there is any pending litigation against the Proposer; and if such litigation exists, an attached opinion of counsel as to whether the pending litigation will impair the Proposer's performance in a contract under this RFP.
	B.5	Provide a statement of whether, in the last ten years, the Proposer has filed (or had filed against it) any bankruptcy or insolvency proceeding, whether voluntary or involuntary, or undergone the appointment of a receiver, trustee, or assignee for the benefit of creditors, and if so, an explanation providing relevant details.
	B.6	Provide a statement of whether there are any pending Securities Exchange Commission investigations involving the Proposer, and if such are pending or in progress, an explanation providing relevant details and an attached opinion of counsel as to whether the pending investigation(s) will impair the Proposer's performance in a contract under this RFP.
	B.7	Provide a brief, descriptive statement indicating the Proposer's credentials to deliver the services sought under this RFP.

Proposal Page # (to be completed by Proposer)	Qualifications & Experience Items
	B.8 Briefly describe how long the Proposer has been performing the services required by this RFP and include the number of years in business.
	B.9 Describe the Proposer organization's number of employees, client base, and location of offices.
	B.10 Provide a narrative description of the proposed project team, its members, and organizational structure.
	B.11 Provide a personnel roster and resumes of Key Personnel who shall be assigned by the Proposer to perform duties or services under the contract (include estimated number of hours to be worked on the contract for each person). The resumes shall detail each individual's title, education, current position with the Proposer, and employment history. In addition, provide an organizational chart highlighting the key people who shall be assigned to accomplish the work required by this RFP and illustrating the lines of authority and designate the individual responsible for the completion of each service component and deliverable of the RFP.
	B.12 Provide a statement of whether the Proposer intends to use subcontractors, and if so, the names and mailing addresses of the committed subcontractors and a description of the scope and portions of the work the subcontractors will perform.
	B.13 Provide documentation of Proposer commitment to diversity as represented by its business strategy, business relationships, and workforce — this documentation should detail: ▪ a description of the Proposer's existing programs and procedures designed to encourage and foster commerce with business enterprises owned by minorities, women, persons with a disability and small business enterprises ▪ a listing of the Proposer's current contracts with business enterprises owned by minorities, women, persons with a disability and small business enterprises, including the following information o contract description and total value o contractor name and ownership characteristics (*i.e.*, ethnicity, sex, disability) o contractor contact and telephone number ▪ an estimate of the level of participation by business enterprises owned by minorities, women, persons with a disability and small business enterprises in a contract awarded to the Proposer pursuant to this RFP, including the following information: o participation estimate (expressed as a percent of the total contract value that will be dedicated to business with subcontractors and supply contractors having such ownership characteristics) o descriptions of anticipated contracts o names and ownership characteristics (*i.e.*, ethnicity, sex, disability) of anticipated subcontractors and supply contractors anticipated ▪ the percent of the Proposer's total current employees by ethnicity, sex, and disability ***Proposers that demonstrate a commitment to diversity will advance State***

Proposal Page # (to be completed by Proposer)	Qualifications & Experience Items
	efforts to expand opportunity to do business with the State as contractors and sub-contractors. Proposal evaluations will recognize the positive qualifications and experience of a Proposer that does business with enterprises owned by minorities, women, persons with a disability and small business enterprises and that offers a diverse workforce to meet service needs.
	B.14 Provide at least three (3), but no more than six (6), customer references for similar projects. At least one (1) of these references must be for the Proposer submitting a proposal under this RFP (the Prime Contractor). If the Proposer is using one or more subcontractors, the Proposer must provide at least one (1) reference for each subcontractor proposed. To the extent possible, these references should be selected to represent projects of similar size and complexity to the project described in this RFP. All references submitted must be for projects either currently underway, or, if the project is complete, it must have been completed within the last five (5) years. The Proposer may NOT submit more than six (6) Prime Contractor references in response to this section. If the Proposer does submit more than six Prime Contractor references, the State will randomly select six for evaluation purposes. Note that for purposes of applying this limit, State of Tennessee and subcontractor references are not included in the count. State of Tennessee and subcontractor references, if any, are in addition to the Prime Contractor references provided. As long as the Proposer meets the requirements stated above, the Proposer may submit any combination or number of references for itself and its subcontractors, that the Proposer believes best represents the qualifications of the Proposer's project team. The references shall be provided to the State in the form of a questionnaire that has been fully completed by the individual providing the reference. The State has included the reference check questionnaire to be used, as RFP Attachment 6.7. The Proposer must use the State-provide form, or an exact duplicate thereof. The Proposer will be solely responsible for obtaining the fully completed reference check questionnaires, and for including them with the Proposer's sealed Technical Proposal. In order to obtain and submit the completed reference check questionnaires, the Proposer shall follow the process detailed below exactly: 1. Proposer makes an exact duplicate of the State's form, as it appears in RFP Attachment 6.7; 2. Proposer sends the copy of the form to the reference it has chosen, along with a new, standard #10 envelope; 3. Proposer directs the person providing the reference check feedback to complete the form in its entirety, sign and date it, and seal it within the provided envelope. The person may prepare a manual document or complete the exact duplicate Word document and print the completed copy for submission. After sealing the envelope, the person providing the reference must sign his or her name in ink across the sealed portion of the envelope and return it directly to the Proposer. The Proposer will give the reference check provider a deadline, such that the Proposer will be able to collect all references in time to include them within the sealed Technical Proposal. 4. When the Proposer receives the sealed envelopes from the reference check providers, the Proposer will not open them. Instead, the Proposer will enclose

Proposal Page # (to be completed by Proposer)	Qualifications & Experience Items
	all of the unopened reference check envelopes, in an easily identifiable larger envelope, and will include this envelope as a part of the written Technical Proposal. Therefore, when the State opens the Technical Proposal box, the State will find a clearly labeled envelope enclosed, which contains all of the sealed reference check envelopes. 5. The State will base its reference check evaluation on the contents of these envelopes. <u>The State will not accept late references or references submitted through any other channel of submission or medium, whether written, electronic, verbal, or otherwise.</u> 6. The State reserves the right to clarify information presented in the reference check questionnaires, and may consider clarification responses in the evaluation of reference checks. However, the State is under no obligation to clarify any reference check information ***Each evaluator will generally consider the results of reference inquiries by the State regarding <u>all</u> references provided (both state and non-state). Current or prior contracts with the State are not a prerequisite and are not required for the maximum evaluation score possible, and the existence of such contracts with the State will not automatically result in the addition or deduction of evaluation points.***
(Maximum Section B Score = 200)	
SCORE *(for <u>all</u> Section B items above, B.1 through B.14)*:	

TECHNICAL PROPOSAL & EVALUATION GUIDE — SECTION C			
PROPOSER NAME:			
EVALUATOR NAME:		**DATE:**	
EVALUATOR SIGNATURE:			

SECTION C — TECHNICAL APPROACH

The Proposer must address ALL Technical Approach section items and provide, in sequence, the information and documentation as required (referenced with the associated item references). A Proposal Evaluation Team, made up of three or more State employees, will independently evaluate and score the proposal's response to each item. Each evaluator will use the following whole number, raw point scale for scoring each item:

0 = little value ***1 = poor*** ***2 = fair*** ***3 = satisfactory*** ***4 = good*** ***5 = excellent***

The RFP Coordinator will multiply each item score by the assigned weight with the product being the item's raw weighted score for purposes of calculating the section score as detailed at the end of this table.

Any contract resulting from this RFP process shall incorporate by reference the respective proposal responses to all items below as a part of said contract (refer to *pro forma* contract "Special Terms and Conditions").

In response to requirements C.1 through C.6 below, the proposer is not required to provide examples of deliverables as a part of the proposal. The State is requiring that the proposer to describe in detail how these deliverables and requirements would be successfully accomplished.

Proposal Page # (to be completed by Proposer)	Technical Approach Items	State Use ONLY		
		Score	Item Weight	Raw Weighted Score
	C.1 Provide an Executive Summary of the Proposer's offer that covers Technical approach Items C.2 through C.6 below. The executive summary must be limited to no more than four (4) pages in font no smaller than 10 point, and must provide a concise summarization of the scope of services being proposed.		**25**	
	C.2 Provide a narrative that illustrates the Proposer's understanding of and the approach to accomplishing the State's requirements of the Global Data Center Migration Project (RFP Attachment 6.1, Pro forma Contract Attachment B). The response must be limited to no more than 40 pages in font no smaller than 10 point.		**25**	
	C.3 Provide a narrative that illustrates the Proposer's understanding of and the approach to accomplishing the State's requirements of the Asset & Configuration Management Sub-Project (RFP Attachment 6.1, Pro forma Contract Attachment C). The response must be limited to no more than 40 pages in font no smaller than 10 point.		**75**	

Proposal Page # (to be completed by Proposer)	Technical Approach Items	State Use ONLY		
		Score	Item Weight	Raw Weighted Score
	C.4 Provide a narrative that illustrates the Proposer's understanding of and the approach to accomplishing the State's requirements of the Application & Data Architecture Sub-Project (RFP Attachment 6.1, Pro forma Contract Attachment D). The response must be limited to no more than 40 pages in font no smaller than 10 point.		**75**	
	C.5 Provide a narrative that illustrates the Proposer's understanding of and the approach to accomplishing the State's requirements of the Physical Move & Migration Sub-Project (RFP Attachment 6.1, Pro forma Contract Attachment E). The response must be limited to no more than 40 pages in font no smaller than 10 point.		**75**	
	C.6 The Proposer must submit a Preliminary Master Project Work Plan, as described in RFP Attachment 6.1, Pro Forma Contract Section A.4.a. This Work Plan must present the Proposer's approach to meeting the milestone dates listed in Attachment 6.1, Pro Forma Contract Section A.11. **WARNING: Do not include any cost information in any work plan.**		**25**	
			Total Raw Weighted Score: *(sum of Raw Weighted Scores above)*	
Total Raw Weighted Score / **maximum possible raw weighted score** *(i.e., 5 x the sum of item weights above)*		**X 400** *(maximum section score)*	**= SCORE:**	

TECHNICAL PROPOSAL & EVALUATION GUIDE — SECTION D

PROPOSER NAME:			
EVALUATOR NAME:		**DATE:**	
EVALUATOR SIGNATURE:			

SECTION D — ORAL PRESENTATION

The Proposer must address ALL areas below during the Oral Presentation. A presentation agenda and script are provided in RFP Attachment 6.6.

A Proposal Evaluation Team, made up of three or more State employees, will independently evaluate and score the Proposer's presentation in each area. The Evaluators will score each section of the Oral Presentation, assigning it a score between 0 (zero) and the Maximum Score shown below.

Demonstration Area		**State Use ONLY**	
		Maximum Score	**Evaluator's Score**
D.1	Vendor Introductions and Executive Summary	**25**	
D.2	Global Data Center Migration Planning Project Presentation	**25**	
D.3	Preliminary Master Project Work Plan Presentation	**25**	
D.4	Asset & Configuration Management Presentation	**75**	
D.5	Application & Data Architecture Presentation	**75**	
D.6	Physical Move & Migration Presentation	**75**	
MAXIMUM POSSIBLE SCORE = 300		**SCORE =**	

Section D Raw Score / **Maximum Raw Score**	**x 100** *(maximum section score*	**= SECTION D SCORE:**	

ATTACHMENT 6.4, PART A

COST PROPOSAL & SCORING GUIDE

NOTICE TO PROPOSER: This Cost Proposal MUST be completed EXACTLY as required.

PROPOSER NAME:	
SIGNATURE & DATE:	

NOTE: The signatory must be an individual or a company officer empowered to contractually bind the Proposer. If said individual is not the Proposer's chief executive or president, ***the Statement of Certifications and Assurances*** *SHALL attach evidence showing the Signatory's authority to bind the Proposer.*

COST PROPOSAL SCHEDULE

The proposed cost, detailed below, shall indicate the proposed price for providing the entire scope of service including all services as defined in the RFP Attachment 6.1, *Pro Forma* Contract Scope of Services for the total contract period. The proposed cost and the submitted technical proposal associated with this cost shall remain valid for at least 120 days subsequent to the date of the Cost Proposal opening and thereafter in accordance with any resulting contract between the Proposer and the State. All monetary amounts are United States currency.

In the Cost Proposal tables below, the Proposer may enter zero (0) in a required Proposed Cost cell; however, the Proposer should not leave any required Proposed Cost cell blank. For evaluation and contractual purposes, the State shall interpret a blank required Proposed Cost cell as zero (0).

PART A – GLOBAL AND SUB-PROJECT COSTS

The State will reject any Proposal with a Part A - Evaluation Cost Amount greater than four million dollars ($4,000,000).

For each Global Data Center Migration Planning Project ("Global Project") and Sub-Project listed below, the Proposer shall propose a single, total cost for providing the entire scope of services, including all deliverables, expenses, and tasks, associated with that Global Project or Sub-Project, as defined in the RFP Attachment 6.1, *Pro Forma* Contract Scope of Services. Each Global Project and Sub-Project has been divided into three phases: Strategy, Detailed Design, and Implementation. Each phase within each Global Project and Sub-Project may have from zero, one, or more deliverables associated with that phase. For compensation purposes, after a contract is awarded pursuant to this RFP and prior to Contract approval, the State will calculate the specific payment amounts for the Global Project or Sub-Project's deliverables by dividing up the Proposed Costs below, using the payment percentages detailed in Contract Section C.3.c, Payment Methodology, items C.3.c.1 through C.3.c.4.

IMPORTANT NOTE: The Physical Move & Migration Sub-Project will allow for monthly payments throughout the implementation phase as detailed in C.3.c.4 (a).

Cost Item Description	Proposed Cost	State Use ONLY	
		Weight	Weighted Cost
Global Data Center Migration Planning Project Cost		1	
ACM Sub-Project Total Cost		1	
ADA Sub-Project Total Cost		1	
Physical Move & Migration Sub-Project Total Cost		1	

The RFP Coordinator shall use the evaluation cost amount derived from the proposed cost amounts above and the following formula to calculate the PART A SCORE. Calculations shall result in numbers rounded to two decimal places.	**TOTAL Evaluation Part A Cost Amount =** *(sum of all weighted cost amounts above)*	

Lowest Total Evaluation Part A Cost Amount from all Proposals / **Total Evaluation Part A Cost Amount Being Evaluated**	**X 225** *(maximum section score)*	**= PART A SCORE:**	

ATTACHMENT 6.4, PART B

COST PROPOSAL & SCORING GUIDE

NOTICE TO PROPOSER: This Cost Proposal MUST be completed EXACTLY as required.

PROPOSER NAME:	
SIGNATURE & DATE:	

NOTE: The signatory must be an individual or a company officer empowered to contractually bind the Proposer. If the Signatory is not the Proposer's chief executive or president, the Statement of Certifications and Assurances SHALL attach evidence showing the Signatory's authority to bind the Proposer.

COST PROPOSAL SCHEDULE

The proposed cost, detailed below, shall indicate the proposed price for providing consulting services as defined in the RFP Attachment 6.1, *Pro Forma* Contract Scope of Services Section A.9. for the total contract period. The proposed cost and the submitted technical proposal associated with this cost shall remain valid for at least 120 days subsequent to the date of the Cost Proposal opening and thereafter in accordance with any resulting contract between the Proposer and the State. All monetary amounts are United States currency.

For each consulting role listed in the table below, the Proposer shall enter an hourly rate for each of the three years of the contract term. The Proposer may vary the hourly rate from year to year; however, the Proposer may not propose a range of hourly rates in any single Proposed Cost cell. The Proposer may enter zero (0) in a required Proposed Cost cell; however, the Proposer should not leave any required Proposed Cost cell blank. For evaluation and contractual purposes, the State shall interpret a blank required Proposed Cost cell as zero (0).

Descriptions of the Consulting Services and details about each role, including the required experience levels, appear in Contract Section A.9.

PART B – CONSULTING SERVICES COSTS

Cost Item Description	Proposed Cost Per Hour			State Use ONLY		
	Contract Year 1	Contract Year 2	Contract Year 3	Sum	Weight	Weighted Cost
Project Manager					11	
Business Analyst					5	
Technical Architect					5	
Network Architect					1	
Network Security Architect					7	
Documentation Expert					5	

PART B – CONSULTING SERVICES COSTS						
Cost Item Description	**Proposed Cost Per Hour**			**State Use ONLY**		
	Contract Year 1	**Contract Year 2**	**Contract Year 3**	**Sum**	**Weight**	**Weighted Cost**
-Certified Hardware Asset Manager					**5**	
Certified Software Asset Manager (CSAM)					**5**	
Configuration Manager					**5**	
Network Technical Support					**7**	
Network Security Technical Support					**7**	
Network Project Manager					**5**	
Technical Specialists / Subject Matter Experts					**10**	
System Administrators					**7**	
Command Center Architect					**5**	
Data Center Network & Security Technical Support					**10**	
The RFP Coordinator shall use the evaluation cost amount derived from the proposed cost amounts above and the following formula to calculate the PART B SCORE. Calculations shall result in numbers rounded to two decimal places.			**Total Evaluation Part B Cost Amount:** *(sum of all weighted cost amounts above)*			
Lowest Total Evaluation Part B Cost Amount from all Proposals / **Total Evaluation Part B Cost Amount Being Evaluated**		**X 75** *(maximum section score)*		**= PART B SCORE:**		

COST PROPOSAL SCORE		
The RFP Coordinator shall use the Part A Score and Part B Score derived from the proposed cost amounts above and the following formula to calculate the COST PROPOSAL SCORE. Calculations shall result in numbers rounded to two decimal places.	**PART A SCORE:**	
	PART B SCORE:	
PART A SCORE + PART B SCORE = COST PROPOSAL SCORE		

ATTACHMENT 6.5

PROPOSAL SCORE SUMMARY MATRIX

RFP Coordinator **Date**

QUALIFICATIONS & EXPERIENCE **Maximum Points: 200**	**PROPOSER NAME**		**PROPOSER NAME**		**PROPOSER NAME**	
EVALUATOR NAME						
EVALUATOR NAME						
EVALUATOR NAME						
REPEAT AS NECESSARY						
	AVERAGE SCORE:		**AVERAGE SCORE:**		**AVERAGE SCORE:**	
TECHNICAL APPROACH **Maximum Points: 400**						
EVALUATOR NAME						
EVALUATOR NAME						
EVALUATOR NAME						
REPEAT AS NECESSARY						
	AVERAGE SCORE:		**AVERAGE SCORE:**		**AVERAGE SCORE:**	
ORAL PRESENTATION **Maximum Points: 100**						
EVALUATOR NAME						
EVALUATOR NAME						
EVALUATOR NAME						
REPEAT AS NECESSARY						
	AVERAGE SCORE:		**AVERAGE SCORE:**		**AVERAGE SCORE:**	
COST PROPOSAL **Maximum Points: 300**	**SCORE:**		**SCORE:**		**SCORE:**	
PROPOSAL SCORE **Maximum Points: 1000**	**TOTAL SCORE:**		**TOTAL SCORE:**		**TOTAL SCORE:**	

ATTACHMENT 6.6

Data Center Migration Planning

Agenda for Oral Presentation

8:30 – 8:40 am	Introductions and Executive Summary	10 minutes
8:40 – 8:50 am	Global Data Center Migration Planning Project Presentation	10 minutes
8:50 – 9:00 am	Preliminary Master Project Work Plan Presentation	10 minutes
9:00 – 9:20 am	Asset & Configuration Management Presentation	20 minutes
9:20 – 9:30 am	Break	10 minutes
9:30 – 9:50 am	Application & Data Architecture Presentation	20 minutes
9:50 – 10:20 am	Physical Move & Migration Presentation	30 minutes
10:20 – 10:30 am	Break	10 minutes
10:30 – 11:00 am	Questions & Answers	30 minutes
11:00 – 11:15 am	Wrap-up	15 minutes

OR:

1:30 – 1:40 pm	Introductions and Executive Summary	10 minutes
1:40 – 1:50 pm	Global Data Center Migration Planning Project Presentation	10 minutes
1:50 – 2:00 pm	Preliminary Master Project Work Plan Presentation	10 minutes
2:00 – 2:20 pm	Asset & Configuration Management Presentation	20 minutes
2:20 – 2:30 pm	Break	10 minutes
2:30 – 2:50 pm	Application & Data Architecture Presentation	20 minutes
2:50 – 3:20 pm	Physical Move & Migration Presentation	30 minutes
3:20 – 3:30 pm	Break	10 minutes
3:30 – 4:00 pm	Questions & Answers	30 minutes
4:00 – 4:15 pm	Wrap-up	15 minutes

Data Center Migration Planning

Introductions and Executive Summary (10 minutes)

1. Based upon your current understanding of the State of Tennessee's Data Center Migration Planning, provide an executive summary of how your company can help the State with this project. Include how your company is differentiated through its Team. Include the following
   - Job descriptions
   - Resumes or Introductions of Key Staff

Global Data Center Migration Project Presentation (10 minutes)

2. Provide a narrative that illustrates your understanding of and the approach to accomplishing the State's requirements of the Global Data Center Migration Project (Attachment B).

Preliminary Master Project Work Plan Presentation (10 minutes)

3. Brief your proposed Preliminary Master Project Work Plan

Asset & Configuration Management Presentation (20 minutes)

4. Provide a narrative that illustrates your understanding of and the approach to accomplishing the State's requirements of the Asset & Configuration Management Sub-Project (Attachment C).

Application & Data Architecture Presentation (20 minutes)

5. Provide a narrative that illustrates your understanding of and the approach to accomplishing the State's requirements of the Application & Data Architecture Sub-Project (Attachment D).

Physical Move & Migration Presentation (30 minutes)

6. Provide a narrative that illustrates your understanding of and the approach to accomplishing the State's requirements of the Physical Move & Migration Sub-Project (Attachment E).

Questions & Answers (30 minutes)

Question and answer sessions.

Wrap-up (15 minutes)

The Proposer shall summarize their proposal. What are the key success factors that the Proposer has included that will lead to a successful implementation? Why the solution is proposed the best value for the State?

ATTACHMENT 6.7

Reference Information Questionnaire

STATE OF TENNESSEE
APPLICANT SERVICES SOFTWARE AND SERVICES
RFP # 317.03-186-08, ATTACHMENT 6.7
REFERENCE INFORMATION QUESTIONNAIRE

Proposer's Name (Vendor): _____

Reference (Client Organization) Name:

_____

Person Responding To This Request for Reference Information:

_____
Printed Name

_____
Signature **(MUST BE THE SAME AS THE SIGNATURE ACROSS THE ENVELOPE SEAL)**

_____
(Title)

_____
(Telephone)

_____
(Email)

Date Reference Form Was Completed: _____

NOTE: Complete responses to the items that appear on the following pages. If completed using a Word document, use as much space as required. If completed manually, record response in space provided.

A. Please describe the consulting work the vendor has provided for your company.

_____

_____

_____

Are there other services you would purchase from the vendor in the future? If so, please list.

_____

_____

_____

B. Please indicate the dates this vendor provided implementation services for your company.

From:		**Through:**	

C. Please rate your level of agreement with the following questions, and note any comments.
IMPORTANT: If you mark disagree, please provide an explanation of your response.

Evaluation Question	Agree Strongly → Disagree Strongly
1. We negotiated an equitable contract with the vendor, with the terms and conditions that were important to us. *Comments:*	☐ ☐ ☐ ☐ ☐

Evaluation Question	Agree Strongly → Disagree Strongly
2. The vendor has been responsive when there have been issues or problems with the contract. *Comments:*	☐ ☐ ☐ ☐ ☐
3. We are satisfied with the level of expertise of the staff. *Comments:*	☐ ☐ ☐ ☐ ☐
4. The vendor's solution(s) is/are meeting our business needs. *Comments:*	☐ ☐ ☐ ☐ ☐
5. The vendor has a sound project management methodology, using a comprehensive set of tools, processes and templates. *Comments:*	☐ ☐ ☐ ☐ ☐
6. The vendor assigned the right number of vendor personnel with the right skills for the right amount of time to our project. *Comments:*	☐ ☐ ☐ ☐ ☐
7. The vendor was able to complete the project on time and within budget. *Comments:*	☐ ☐ ☐ ☐ ☐

Evaluation Question	Agree → Disagree Strongly → Strongly
8. The vendor has been responsive when there have been issues or problems post-production. *Comments:*	☐ ☐ ☐ ☐ ☐
9. Knowing what we know now, we would make the same decision to use this vendor for this product and these services. *Comments:*	☐ ☐ ☐ ☐ ☐

10. What other advice do you have for the State of Tennessee?

Attachment 6.8

Description of the State's Existing Data Center

March 2008

ATTACHMENT 6.8

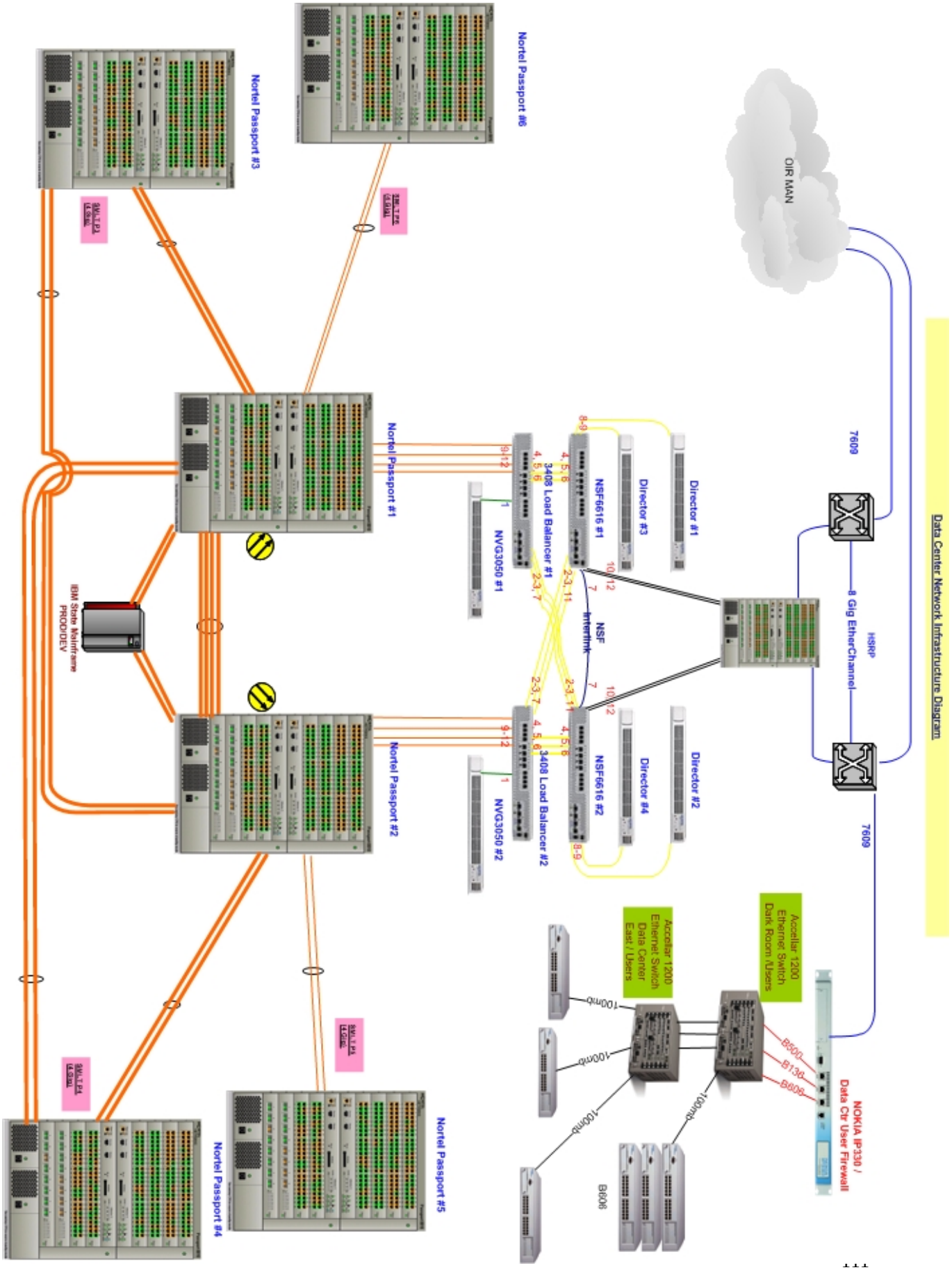
The State's existing Data Center (as of March 2008) consists of:

1. Consolidated SAN Data Storage and Centralized Backup
   - Three (3) Hitachi 9900 series SAN devices, a 9980 and a 9990 in the data center and a 9980 at the pilot replication site
   - Enterprise total is 108 TB
   - Dedicated SAN space is 88 TB
   - Disaster Recovery Replication pilot SAN space is 44 TB
   - Enterprise SUN L700 series 20 LTO3 tape drives
   - Dedicated SUN L700 series 20 LTO2 tape drives
   - Two Brocade director class 4GB switches 100% redundant
2. VMWare Farms
   - 45 active physical hosts
   - 406 virtual servers
     - 1 Netware
     - 2 Suse Linux
     - 3 Solaris 10
     - 44 Red Hat Enterprise Linux
     - 356 Windows
3. Dedicated Server Environment
   - 535 physical servers
     - 2 Suse Linux
     - 8 Free Berkeley Software Distribution (FreeBSD)
     - 8 OES Linux
     - 31 Red Hat Enterprise Linux
     - 32 Netware
     - 39 ESX
     - 168 Sun Solaris
     - 247 Windows
     - IBM Z9 2094-507 Mainframe
     - Two IBM Shark SANS with 25 TB
     - SL8500 Tape Silo with 40 9840 tape drives
4. Shared Core Services
   - E-mail
     - E-mail is provided to approximately 42,317 state employees
     - Average number of e-mails sent per day is 869,667
   - Anti-Spam
     - Average of 2,000,000 messages are received daily
     - 80% of all message received are rejected due to bad IP addresses
     - 200,000 messages are accepted and processed for spam detection
     - 140,000 – 160,000 of the 200,000 are tagged as spam
     - 40,000 – 60,000 of the 200,000 are accepted into the e-mail system
   - Anti-Virus

    - 40,000 – 60,000 transactions are processed each day
    - 1% of those transactions are rejected due to virus detection
- ListServ
    - 80 lists are maintained
    - Lists are used by various agencies for centralized communication
- Faxware. 268 customers use a centralized fax service via their e-mail account
- Secure File Transfer Protocol Server (SFTP) – SFTP service that allows large files to be sent and received by State agencies is currently provided. OIR provides space on the server by user account to move files as needed.
- Shared Database Environments
    - Oracle 10g (RAC) running on x4600 hardware and Linux OS
    - SQL Server 2005 (active/passive cluster) running on x4600 hardware and Windows OS
    - Test and Production Environments – hosting over 30 separate databases
- Facilities and Utilities
    - Fault tolerant functionality is available for all power and HVAC systems
    - Redundant power is used for each server and storage subsystem
    - Redundant cooling techniques are used to meet a “24 by Forever” site using chilled water
    - 7x24x365 monitoring for mechanical systems, electrical systems, fire suppression, and water detection
    - 24,000 square feet of computer room raised floor

5. Management Tools
    - Configuration Management
        - TFTP Server
        - Syslog-ng 1.6.9
        - Zenworks
        - WSUS
        - HP Openview
    - Asset Management
        - Remedy’s asset management module
        - POST (Property of the State of Tennessee) – an in-house written mainframe application
    - Database Management
        - Oracle Enterprise Manager
        - SQL Enterprise Manager
        - Platnum (DB2)
    - Network Operations
        - MRTG – bandwidth monitoring and trend analysis
        - HP Open View Network Node Manager (NNM) – used to monitor network devices throughout the State for availability and performance
        - HP Open View Operations (OVO) – used to report data from agents, located on servers, and process messages from NMM for presentation to the Network Operations personnel
        - HP Open View Internet Services (OVIS) – used to monitor web-based service for availability and performance
        - NetForensics version 3.3

- IDS 4235 and 4215
- Checkpoint NGAI R55 on the enterprise firewall
- Checkpoint NGFP2 on the user firewall
- Syslog-ng version 1.6.9
- Cisco PIX Firewalls – version 6 through 8
- Cisco 3060 VPN Concentrators
- Cisco ACS appliances
- Cisco Routers with ACLs (various IOS versions)


Data Center Network Infrastructure Diagram
OIR MAN
7609
HSRP
8 Gig EtherChannel
7609
Director #1
Director #3
NSF6616 #1
NSF
Interlink
NSF6616 #2
Director #4
Director #2
3408 Load Balancer #1
3408 Load Balancer #2
NVG3050 #1
NVG3050 #2
Nortel Passport #6
Nortel Passport #3
Nortel Passport #1
Nortel Passport #2
Nortel Passport #5
Nortel Passport #4
IBM Sysle Mainframe
PROD/DEV
Accellar 1200
Ethernet Switch
Dark Room Users
Accellar 1200
Ethernet Switch
Data Center
East / Users
NOKIA IP330 /
Data Ctr User Firewall
B500
B136
B606
B606
100mb
100mb
100mb
100mb