

**Deliverables-Based Information Technology Services  
Agreement**

**Between**

**The Texas Comptroller of Public Accounts**

**and**

**Deloitte Consulting LLP**

**Project Name: Identity Access Management Program**

**Technology Category: Application Development Services**

**DIR Contract No. DIR-TSO-4031**

## THE AGREEMENT

This Agreement (“Contract”) is entered into by the Texas Comptroller of Public Accounts (“CPA”), an agency of the State of Texas, and Deloitte Consulting LLP (“Contractor”), located at 500 W. 2<sup>nd</sup> Street, Suite 1600, Austin, Texas 78701, pursuant to the Texas Department of Information Resources (DIR) contract for Deliverables-Based Information Technology Services, DIR Contract No. DIR-TSO-4031. For purposes of this Contract, CPA and Contractor are sometimes collectively referred to as “the Parties” or individually as “a Party.”

### I. Recitals

**Whereas**, pursuant to a competitive bidding process under CPA Price Request No. 304-19-0316YR-1, dated December 28, 2018, CPA solicited vendors under Texas Department of Information Resources’ Deliverables-Based Information Technology Services (“DBITS”) contracts, Technology Category: Application Development Services, for the purpose of obtaining Application Development Services (“Services”) for the Identity Access Management (“IAM”) Program;

**Whereas**, Contractor submitted an offer dated January 30, 2019 in response to CPA’s Price Request No. 304-19-0316YR-1, which was subsequently amended by the submission of a Best and Final Offer received on April 18, 2019;

**Whereas**, Contractor was selected by CPA as the Successful Respondent (“Contractor”); and

**Whereas**, the Parties desire to memorialize the negotiated terms and conditions of the Contract and to specify the order of priority of the contract documents.

**Now, therefore**, in consideration of the foregoing, the Parties hereby agree as follows:

### II. Services and Performance

Contractor shall provide to CPA all of the services and other deliverables as described herein and in the manner required by all of the following documents as requested by CPA:

- The Purchase Order (PO) and PO Change Notices (POCN), if any
- This Contract, excluding its attachments
- Attachment A: Statement of Work(s)
- Attachment B: Price Sheet
- Attachment C: Additional Services Statement of Work Template
- Attachment D: CPA’s Price Request No. 304-19-0316YR-1 (excluding its Attachment A, Standard Terms and Conditions), issued on December 28, 2018, which includes CPA’s Official Responses to Questions from Potential Respondents, issued on January 23, 2019 (“CPA’s PR”)
- Attachment E: Contractor’s DBITS Contract No. DIR-TSO-4031 (“DIR Contract”), in which all references to “Customer” and “DIR Customer” shall mean CPA for purposes of this Contract.
- Attachment F: Contractor’s Offer dated January 30, 2019, which includes Contractor’s Best and Final Offer received on April 18, 2019 (“Deloitte’s Offer”).

All of the above referenced documents are attached to and incorporated as part of this Contract for all purposes provided, however that the Attachment A, Standard Terms and Conditions, is deleted from CPA’s PR in its entirety and shall not apply to or become part of this Contract.

In the case of conflicts between this Contract and any of its attachments and referenced documents, the following shall control in this order of priority:

1. Attachment E: DIR Contract
2. This Contract, excluding its attachments
3. PO and POCN
4. Attachment A: Statement of Work(s)
5. Attachment B: Price Sheet
6. Attachment C: Additional Services Statement of Work Template
7. Attachment D: CPA’s PR
8. Attachment F: Deloitte’s Offer

### III. CPA General Terms and Conditions

#### A. STATEMENT OF WORK

- A.1.** The specific quantity of work, timeline, and other particulars of the Services provided for under the Contract is set forth in the form of Statement of Work(s) identified as Attachment A to this Contract. The initial Statement of Work is attached hereto and incorporated herein for all purposes as Attachment A-1 (Statement of Work No. 1).
- A.2.** From time to time during the term of the Contract and as CPA's IAM program progresses, it is anticipated that CPA and Contractor may add Additional Services to the Contract as identified in Section P (Additional Services), and such Additional Services will be incorporated into this Contract in the form of a Statement of Work and shall be added as subsequent attachments under Attachment A (e.g., Attachment A-2, Attachment A-3).
- A.3.** CPA and Contractor shall utilize the process identified in Section I (Change Requests), as applicable, to modify this Contract.

#### B. PERSONNEL

##### B.1. Overview.

1. Contractor shall provide all personnel resources necessary to perform the Services as set forth in this Contract, including its attachments and referenced documents in Section II, unless specifically stated as the responsibility of CPA. Throughout the term of the Contract, Contractor shall:
  - Provide the appropriate number of personnel for timely delivery of all Services;
  - Provide qualified personnel to perform all Services;
  - Obtain CPA approval of Key Personnel;
  - Promptly remove and replace personnel at the request of CPA;
  - Provide CPA written notice of any plan to add, remove and replace Key Personnel; and
  - Provide personnel on-site at CPA, or remotely with CPA prior approval, to perform the Services.
2. Contractor shall ensure that all its personnel are, to the extent applicable, trained, certified, and licensed as required by their assigned duties and are qualified by education and experience to perform the required Services.

**B.2. Contractor's Key Personnel.** Contractor shall designate its Key Personnel roles and its Key Personnel. The term "Key Personnel" refers to the individual(s) identified by Contractor as having primary responsibility for planning, directing, and controlling the activities in support of the Services (e.g., Project Manager, Technical Lead, and Functional Lead) or who have critical day-to-day involvement in the delivery of the Services. Final determination of positions selected as Key Personnel is the sole discretion of CPA. Contractor personnel that are identified as Key Personnel are set forth in Attachment A (Statement of Work) of this Contract, as applicable.

**B.3. Contractor's Project Manager.** Contractor shall designate an individual to perform the tasks of Contractor's Project Manager ("Contractor's PM") and this individual will function as CPA's primary point-of-contact. Contractor's PM shall provide day-to-day management and direction to Contractor's personnel. Contractor's PM shall communicate and coordinate with CPA's Project Manager ("CPA PM") on all issues related to the Services. Contractor's PM shall work closely with CPA's PM to make certain that adequate resources are applied to achieve successful completion of the Services. Contractor's PM shall have overall responsibility for achieving the objectives of the Services in an efficient manner including the planning and management of the Services, to completion on time and within budget. Contractor's PM shall monitor the progress of the Services against the requirements in the Contract and promptly report any deviations to CPA's PM.

##### B.4. Substitution and/or Removal of Key Personnel.

1. In the event Contractor needs to add or substitute Key Personnel during a term of the Contract, Contractor shall provide CPA's PM with the resume of qualified individuals. The resume information of proposed Key Personnel must be provided to CPA's PM within fifteen (15) calendar days prior to either the proposed start date of any additional Key Personnel or, in the event of substituted Key Personnel, the last working day of the replaced individual. CPA shall have the right to conduct an interview of all such proposed Key Personnel, provided such interview occurs before the commencement of Services by the relevant individual. Furthermore, CPA shall have the right to contact references of proposed Key Personnel. The CPA PM shall provide Contractor with written notice of approval or rejection of proposed Key Personnel within five (5) business days of receipt of the resume or completion of interview, whichever may occur last. CPA shall have the right to reject assignment of any of Contractor's Key Personnel by providing to Contractor a reasonable basis for such rejection. Within five (5) calendar days of CPA's written notification of rejection, Contractor shall provide the CPA PM with additional resumes for proposed individuals for review. This process shall be repeated until the CPA PM provides written

notice to Contractor of the individual selected. The approved replacement individual shall be on-site at CPA within thirty (30) calendar days of receipt of selection notice.

2. CPA, in its reasonable discretion, may request that Contractor remove a particular Key individual who is providing Services under the Contract if CPA reasonably believes that such individual is not providing the Services in accordance with the Contract and Contractor, after notice, has been unable to promptly resolve performance issues relative to such individual. Contractor shall provide the CPA PM with a resume of a qualified replacement. The resume information for the proposed Key Personnel must be provided to the CPA PM on or before the fifteenth (15th) calendar day following the last working day of the removed individual. CPA shall have the right to conduct an interview of all such Key Personnel, provided such interview occurs before the commencement of Services by the relevant individual. Furthermore, CPA shall have the right to contact references of proposed Key Personnel. The CPA PM shall provide Contractor with written notice of approval or rejection of proposed Key Personnel within five (5) business days of receipt of the resume or completion of interview, whichever may occur last. CPA shall have the right to reject assignment of any of Contractor's Key Personnel by providing to Contractor a reasonable basis for such rejection. Within five (5) calendar days of CPA's written notification of rejection, Contractor shall provide the CPA PM with additional resumes for proposed individuals for review. This process shall be repeated until the CPA PM provides written notice to Contractor of the individual selected. The approved replacement individual shall be on-site at CPA within thirty (30) calendar days of receipt of selection notice.

**B.5. Excused Removal of Key Personnel.** An "Excused Removal" occurs when an individual designated as a Key Personnel (1) leaves the employment of Contractor, (2) is unable to perform Services due to an extended absence resulting from illness or other unforeseen emergency, or (3) there are other circumstances that CPA and Contractor agree precluded Contractor from complying with this Section. Contractor agrees that CPA may deduct the amount of \$5,000.00 from compensation otherwise due to Contractor for each of Contractor's Key Personnel that are replaced by Contractor without prior written authorization from CPA. Such prior written authorization by CPA is not required for an Excused Removal.

**B.6. CPA Right of Removal of Non-Key Personnel.** CPA reserves the right to request the removal of any Contractor non-Key Personnel if CPA reasonably believes that such individual is not performing the Services in accordance with the Contract and Contractor, after notice, has been unable to promptly resolve performance issues relative to such individual.

**B.7. Communication with CPA Designated Staff and Other Entities.** Contractor may communicate with various CPA staff under the direction of the CPA PM. Contractor shall cooperate in all reasonable respects as necessary in connection with the performance of the Services with state personnel, contractors retained by CPA in connection with the Services, and any other CPA designated entities which are associated with the Services provided under the Contract. Contractor's personnel must have appropriate communication skills and conduct themselves professionally and courteously in all instances while providing the Services.

#### **C. REPORTS AND MEETINGS**

- C.1. Upon award, a Kick-off Meeting will be scheduled at a location and time selected by CPA where Contractor's personnel will be introduced to CPA's personnel.
- C.2. Contractor will provide the CPA PM with weekly written progress reports, due by the close of business on a specified day each week throughout the period of the applicable Statement of Work.
- C.3. Contractor's progress reports shall cover all work performed and completed during the week for which the report is provided and shall present the work to be performed during the subsequent week.
- C.4. Contractor shall be responsible for conducting weekly status meetings with CPA. The meetings may be in person, use web collaboration tools, or over the phone at the discretion of the CPA PM.

#### **D. WRITTEN DELIVERABLE REVIEW AND APPROVAL PROCESS**

##### **D.1. Written Deliverables Submission Processes**

1. Contractor is required to submit each written deliverable to the CPA PM for review and approval prior to Contractor's associated invoice submission.

2. All project deliverables and work products will be provided electronically in software versions that are PC compatible with the software being utilized at CPA (e.g., Microsoft Word, Visio, Project, PDF, Windows operating system).
3. Deliverables must be submitted on the dates specified in the CPA-approved Project Plan. Any changes to the delivery date must have CPA prior written approval.
4. If the deliverable cannot be provided by the due date identified within the CPA-approved Project Plan, Contractor must provide written notification to the CPA PM in advance of the due date that includes an explanation for the delay and the submission of the proposed revised Project Plan for CPA's review. Contractor's request to revise the Project Plan must include the impact on related tasks and the overall project.
5. Contractor's request for a revised Project Plan must be reviewed and approved by the CPA PM before being placed into effect.

#### **D.2. Evaluation and Acceptance of Written Deliverables**

1. Contractor shall be responsible for the creation, development, and submission of the written deliverables to CPA. All written deliverables must be reviewed and approved by CPA prior to use. In the event a written deliverable is updated by Contractor after CPA's acceptance, the updated written deliverable shall be submitted to CPA in order for CPA to accept the updated written deliverable.
2. Except as otherwise mutually agreed by CPA and Contractor for specific Services, the evaluation period shall be ten (10) business days for each written deliverable. On or before the 10<sup>th</sup> business day following receipt of a written deliverable by CPA, CPA shall either provide Contractor with (1) CPA's written acceptance of the written deliverable, or (2) CPA's written rejection of the written deliverable together with a written statement as set forth in sub-section D.2.3 below identifying the applicable specifications not met. Acceptance of a deliverable shall be deemed given if CPA has not provided the Contractor with the written acceptance of the deliverable or written rejection of the deliverable by the expiration of the evaluation period for CPA review.
3. If the written deliverable is in material compliance with the specifications in the applicable SOW, then CPA shall provide Contractor with CPA's written acceptance of the written deliverable. If the written deliverable is not in material compliance with the specifications, then CPA shall provide Contractor with a written rejection notice identifying the failure of the written deliverable to comply with the specifications ("Defects"), listing all such Defects with reasonable detail. CPA reserves the right to revoke prior acceptance for latent Defects not discoverable during the foregoing process.
4. Upon Contractor's receipt of CPA's written notice of rejection, which must identify the reasons for the failure of the deliverables to comply with the specifications, the Contractor shall have ten (10) business days, or such other time as CPA and Contractor may agree is reasonable, within which to correct all such Defects, and resubmit the corrected written deliverable. Upon receipt of such corrected and resubmitted written deliverable, CPA shall have three (3) business days to evaluate the corrected written deliverables to confirm that the Defects identified by CPA have been corrected and brought into compliance with the specifications and that the corrections have not directly caused other Defects to the applicable written deliverables. CPA and Contractor shall continue the evaluation process until the written deliverable reaches CPA approval for compliance with the specification. If such identified Defects have been brought into compliance with the specifications and no other Defects are identified as having resulted from such corrections made by Contractor, then CPA shall provide Contractor with CPA's written acceptance of the written deliverable. Corrective actions under this Section shall be provided at no additional charge to CPA.
5. CPA's acceptance of a written deliverable will not relieve Contractor of any liability associated with failure to comply with a deliverable due date.

#### **E. CPA DATA SAFEGUARD STANDARDS**

**E.1. Defined Terms.** The term "CPA Data" refers to CPA's information as well as other entity information in the possession of CPA that is processed, stored, or transmitted by a computer and provided by or on behalf of CPA to Contractor in performance of its Services under the agreement. CPA Data includes all data derived from CPA Data and generated by Contractor in performance of a contract with CPA, except to the extent such data includes any Vendor IP. The term "CPA Information System" refers to those devices, software, networks and related infrastructure that CPA owns, operates or has obtained for use to conduct CPA business. Devices include, but are not limited to, CPA-owned or managed storage, processing, and communications devices, as well as personally owned devices.

**E.2. Access to CPA Data.** Contractor represents and warrants that it will implement, maintain, and use appropriate administrative, technical, and physical safeguards to preserve the confidentiality, integrity, and availability of CPA Data under control of Contractor. Contractor will not collect, access, use, disclose, or retain CPA Data other than as necessary to perform the services specified in a contract resulting from this solicitation or as otherwise authorized in writing by CPA. Contractor will restrict access to CPA Data to only those personnel who must have the information on a "need to know" basis. Contractor will not use CPA Data, or any information derived from CPA Data, for its own

benefit or the benefit of any other person or entity. Contractor will not share CPA Data with its parent company or other affiliate without CPA's express written consent (such consent includes as permitted by the Agreement).

- E.3. Remote Access to CPA Information Systems.** In accordance with CPA's security protocols, CPA shall not permit remote access by Contractor to a CPA Information System prior to Contractor's acceptance of the CPA Remote Access Terms and Conditions and CPA's approval of Contractor's Remote Access Request form. Contractor may contact the CPA Contract Manager for the applicable forms. Contractor shall only access CPA Information Systems using CPA Remote Access Request Form (70-286) and CPA Remote Access Terms and Conditions. Contractor's point of access to a CPA Information System shall be within the continental United States.
- E.4. Location of CPA Data.** Contractor shall ensure that CPA Data (*i.e.*, primary and backup) remains, at all times, within the continental United States. Contractor shall receive, process, transmit, and store all CPA Data within the continental United States. Contractor's point of access to CPA Data shall be within the continental United States.
- E.5. Encryption Standards.**
- (1) Contractor shall encrypt CPA Data in transit. Data in transit means data is moving via email, in applications, or through browsers and other web connections.
  - (2) Contractor shall utilize encryption standards that are FIPS 140-2 compliant or, upon the written approval of CPA's Chief Information Security Officer, shall meet the intent of the standards as described in FIPS 140-2.
  - (3) The minimum cryptographic algorithm used by Contractor must be Advanced Encryption Standard (AES) 128 or higher (256 AES is preferred).
  - (4) Contractor shall encrypt CPA Data transmitted over a public or private network. CPA approved data encryption transmission protocols include the following: (1) SFTP (FTP over SSH), (2) FTPS (FTP over SSL), (3) HTTPS (HTTP over SSL), (4) TLS 1.2, and (5) virtual private network.
- E.6. Information Security Plan and Auditable Information Security Framework.** Contractor will develop, implement, and maintain a comprehensive written Information Security Plan that contains administrative, technical, and physical safeguards designed to: (i) ensure the confidentiality, integrity and availability of CPA Data; (ii) protect against unauthorized access to or use of CPA Data; and (iii) comply with all applicable legal and regulatory requirements for data protection. Contractor shall secure its own and its third-party service providers' systems (*e.g.*, IT service provider, Cloud Service Provider) in a manner consistent with an auditable information security framework *e.g.*, NIST, ISO 27001. CPA reserves the right to immediately terminate any access to a CPA Information System.
- E.7. Independent Information Security Assessment.** If Contractor has access to a CPA Information System or receives, processes, transmits, or stores CPA Data, then upon CPA request, Contractor shall provide a summary report of the most recent information security assessment conducted by an independent third-party *e.g.*, SSAE-18 SOC 2 Type II, ISO 27002. CPA, in its sole discretion, may conduct a security assessment of any information system holding CPA Data or connected to a CPA Information System. CPA's security assessment shall consist of a review of the following: (i) independent third-party assessment(s) contracted by Contractor *e.g.*, SSAE-18 SOC 2 Type II, ISO 27002, and (ii) Contractor's Information Security Statement
- E.8. CPA-Required Security Awareness Training.** As a condition of gaining access to a CPA Information System, Contractor shall participate in CPA's security awareness training on an annual basis. Within five (5) business days of CPA's written request, Contractor shall submit to the CPA Contract Manager (i) a list of individuals who have access to CPA Information Systems, (ii) the most recent completion date of the CPA-required training for each individual, and (iii) copies of the training records. Contractor shall maintain records of all individuals who have completed the CPA-required training for the duration of the individual's employment or other business relationship with Contractor, plus five years. CPA, in its sole discretion, may deny network or system access to any individual that does not complete the CPA-required training within thirty (30) calendar days following the date of CPA's grant of access to the CPA Information System(s).
- E.9. Media Sanitization.** Contractor shall sanitize information system media, both digital and non-digital, of CPA Data in accordance with NIST Special Publication 800-88 (Guidelines for Media Sanitization) when CPA Data in the custody of Contractor is no longer permitted to be retained by contract with CPA. Contractor's obligations set forth in this clause survive the termination or expiration of the contract as long as Contractor retains CPA Data.
- E.10. Third-Party Service Providers.** It is Contractor's responsibility to take reasonable measures so that its access and the access Contractor grants to its service providers to CPA Data under Contractor's control or CPA Information Systems does not result in unauthorized access to CPA Data or CPA Information Systems.

**E.11. Information Security Requirements.** Contractor shall comply with all state and federal laws and regulations regarding confidentiality, privacy, and security pertaining to confidential CPA information to the extent applicable to Contractor's performance of the Services. If communications with Contractor necessitate the release of confidential CPA information, each individual who will require access to or may be exposed to that information must sign the CPA Confidential Treatment of Information Acknowledgement (CTIA) form. See Attachment C of CPA's PR for CTIA. Subject to the terms of this Agreement, Contractor shall be responsible to CPA for the failure of Contractor's personnel to maintain the confidentiality of CPA's confidential information in accordance with the terms hereof.

**E.12. Disclosure of Security Breach.** To the extent required by the Texas Identity Theft Enforcement and Protection Act (Texas

Business & Commerce Code Chapter 521), Contractor shall notify CPA's Chief Information Security Officer in writing of any breach of system security on Contractor's systems (meaning an unauthorized acquisition of computerized data that compromises the security, confidentiality or integrity of CPA's sensitive personal information as defined in Texas Business & Commerce Code Chapter 521) promptly after discovering the breach, if the sensitive personal information was, or is reasonably believed to have been, acquired by an unauthorized person. Contractor's written notice to CPA's Chief Information Security Officer shall, at a minimum, identify the following information, to the extent known:

1. The nature of the unauthorized use or disclosure;
2. The specific CPA Data used or disclosed;
3. The cause of the unauthorized use or received the unauthorized disclosure;
4. What Contractor has done or shall do to seek to mitigate any deleterious effect of the unauthorized use or disclosure; and
5. What corrective action Contractor has taken or designed to prevent future similar unauthorized use or disclosure.

## **F. CRIMINAL BACKGROUND INVESTIGATION.**

**F.1 Criminal Background Investigation by Contractor.** Prior to Contractor's Personnel commencing Services under this Contract, Contractor shall conduct a criminal background investigation and provide written notice via email to CPA's Criminal Investigation Division of any personnel that have any felony criminal conviction(s). If any information for Contractor's Personnel changes during the contract term, Contractor shall provide written notice via email to CPA's Criminal Investigation Division no later than three (3) business days after Contractor's discovery of such changed information that relates to felony criminal conviction(s). Written notice to CPA's Criminal Investigation Division shall be submitted to [cid.analysts@cpa.texas.gov](mailto:cid.analysts@cpa.texas.gov).

Contractor's exercise of due diligence in conducting the criminal background investigation shall include, at a minimum, the following: (1) compliance with Contractor's published policies and procedures for background and criminal conviction checks and (2) a comprehensive search of the public information portion of Texas Department of Public Safety criminal conviction database located at: <https://records.txdps.state.tx.us/dpswebsite/>. If Contractor asserts that a search of the Texas Department of Public Safety criminal conviction database is not appropriate for a particular Contractor's Personnel, Contractor must provide written notice via email to CPA's Criminal Investigation Division that explains the proposed alternate approach for conducting the criminal background investigation.

For purposes of this clause, "Contractor's Personnel" includes, without limitation, all individuals provided by Contractor under this Contract who will or may (1) be assigned as lead or key personnel, (2) provide Services on-site at CPA's premises, or (3) access CPA information resources i.e., the procedures, equipment, and software that are employed, designed, built, operated, and maintained to collect, record, process, store, retrieve, display, and transmit information, and associated personnel including consultants and contractors.

Within five (5) business days of receipt of a written request by CPA's Criminal Investigation Division, Contractor shall provide to CPA's Criminal Investigation Division the written results of Contractor's criminal background investigation. If CPA becomes aware that Contractor provided false information, or if Contractor fails to promptly notify CPA of changed information, CPA shall have the option to terminate the Contract as well as pursue all other remedies and rights available to CPA under contract, at law, or in equity.

**F.2 Criminal Background Investigation by CPA.** At CPA's discretion, CPA may require Contractor's Personnel (i.e., employees, representatives, and contractors) to undergo a criminal background check conducted at CPA's expense.

Contractor shall ensure that Contractor's personnel cooperate with CPA's criminal background check processes which may include local travel to a CPA-specified site to be fingerprinted. CPA will not reimburse for travel, meals, lodging or other related expenses associated with CPA's criminal background investigation.

**G. HOURS OF OPERATION AND LOCATION**

**G.1.** CPA's standard hours of operation are 8:00 a.m. – 5:00 p.m. Central Time ("CT"), Monday through Friday. However, CPA anticipates that the Services to be provided by Contractor will be conducted during any and/or all of the following: CPA standard hours of operation, after-hours, weekends, and holidays.

**G.2.** The Services required under this Contract will be performed by Contractor onsite at the following CPA location: LBJ State Office Building, 111 E. 17<sup>th</sup> Street, Austin, Texas 78774. Work performed from remote locations is allowed only with CPA's prior written approval.

**H. WORKSPACE AND PARKING**

**H.1.** CPA office space may not be provided by CPA for all of Contractor's personnel that will be providing Services under the Contract. However, Services provided by Contractor's Key Personnel, selected and approved by CPA and required to be on-site at CPA, will be performed by Contractor's Key Personnel at CPA offices located in Austin, Texas. When performing the Services at CPA offices, CPA will provide workspace for Contractor's Key Personnel to include utilization of CPA printers, guest wireless network access, phones, cubicles, and access to electrical outlets.

**H.2.** CPA may provide Contractor's personnel with CPA issued desktops or notebooks. During the time that the CPA issued notebooks or desktops are in possession of Contractor's personnel, Contractor shall be responsible for reasonable repair or replacement charges for (1) damages beyond normal wear and tear, (2) loss, or (3) theft. Any charges incurred by CPA because of Contractor's use of CPA issued notebooks or desktops shall be fully reimbursed by Contractor to CPA immediately upon demand by CPA. Contractor's personnel shall not store or transfer any CPA Data on their personal device(s).

**H.3.** CPA currently has parking spaces for contract workers when performing the Services at CPA offices; however, the continuation of these parking spaces cannot be guaranteed over the life of the Contract. If parking spaces become unavailable, then Contractor's personnel must find alternative parking arrangements during their assignments under the Contract. CPA shall not reimburse Contractor or its contract worker(s) for parking or similar expenses under any circumstances.

**I. WORK PRODUCTS; COMPLIANCE WITH CPA STANDARDS**

**I.1.** All work products, including documentation, must materially conform, to the extent applicable, to CPA standards (e.g., format, content, etc.) set forth in this Contract throughout the term of the Contract.

**I.2.** In accordance with Appendix A, Section 4 (Intellectual Property Matters) of the DIR Contract, all Work Product (other than Vendor IP) including, but not limited to, electronic media and/or hard copy documentation produced as a result of the Contract, is the property of CPA. Contractor is not authorized to publish or reproduce the Work Product. For purposes of this Contract, the terms "Vendor IP" and "Work Product" will have the meanings set forth in the DIR Contract. For clarification purposes, Vendor IP does not include any software code enhancements that may be made to the CPA software that Contractor is implementing for CPA under this Contract.

**J. CHANGE REQUESTS**

**J.1.** Any request to change the Services must be in writing, including requests to modify project plans, scope, specifications, schedule, designs, requirements, deliverables, or any other aspect. The Change Request must describe the change, the rationale for the change, and the effect of the change on price, schedule, or other Contract terms.

**J.2. Accepted Change Requests.**

**A.** The formal change control process for the applicable deliverable (e.g., Project Plan) may be used to memorialize accepted Change Requests that do not alter the Contract terms (e.g., scope of the Services, pricing specified in the Contract) or significantly impact the obligations of CPA or Contractor under the Contract.

**B.** A written amendment signed by an authorized representative of CPA, Contractor, and DIR is required to effectuate any change to the Contract that alters the Contract terms (e.g., scope of the Services, pricing specified in the Contract), or significantly impacts the obligations of CPA or Contractor under the Contract. An amendment to the Contract is not valid without the written signature of CPA's Deputy Comptroller, or the Deputy Comptroller's authorized designee, and



DIR's authorized representative.

**J.3.** Until a Change Request is accepted, in conformance with the process specified herein, CPA and Contractor shall continue to act in accordance with the Contract and, if applicable, the latest agreed version of the applicable deliverable (e.g., Project Work Plan).

## **K. ESCALATION PROCESS**

**K.1.** During the term of the Contract CPA or Contractor may identify Services issues or concerns that require focused attention in order to correct or resolve the Services issue or concern. Either CPA or Contractor may escalate a Services issue or concern in order to achieve resolution. The "chain of command" structure for CPA and Contractor shall be utilized to manage and elevate issues or concerns through the escalation process. In the event Services issues or concerns are identified by CPA or Contractor, the Services issue or concern shall be prioritized for resolution utilizing the minimum criteria as follows:

- (1) Issue or concern is mission critical;
- (2) Issue or concern is beyond the authority of a CPA or Contractor individual and requires a consensus decision either by CPA or Contractor;
- (3) Issue or concern does not have a clear CPA or Contractor owner, or ownership is unable to be achieved in a timely manner to address the issue or concern; or
- (4) Issue or concern affects Services scope, costs, or timelines and may impede the progress of Services.

**K.2.** CPA and Contractor intend to resolve Services issues or concerns in a constructive manner and within the appropriate levels of authority and team structures without the need for escalation. With this in mind, CPA and Contractor shall utilize the following steps in attempting to resolve a Services issue or concern:

- (1) Notification - CPA or Contractor may determine that escalation is desirable when resolution of a Services issue appears unachievable at the various levels of a support team. In this case, the individual of CPA or Contractor desiring escalation shall provide written notice (e.g., e-mail) of its intention to escalate to the other member(s) that are involved in attempting to resolve the Services issue. The individuals engaged in attempting to resolve the Services issue shall meet to attempt resolution of the Services issue prior to escalation to the next level. When and if the Services issue cannot be resolved at the current individual support team level after good faith attempts by both individuals of CPA and Contractor, the Services issue will then be escalated up to the next appropriate level and shall continue to be escalated up to the appropriate levels as necessary in order to reach resolution. As a general principle, the process for escalation shall begin within one (1) week of resolution of a Services issue appearing to be unachievable;
- (2) Documentation - In the event an individual of either CPA or Contractor intends on escalating a Services issue, then the individual initiating the escalation shall be responsible for developing the briefing document that at a minimum describes the Services issue, the relevant impacts and/or risks if known, and the positions of both CPA and Contractor. Prior to the individual initiating escalation, the other individual that is involved in attempting to resolve the Services issue shall be given the opportunity to review and edit the briefing document for accuracy based on their individual view of the Services issue. At a minimum, the briefing document shall represent CPA's and Contractor's positions, whether in agreement or not, prior to escalation; and
- (3) Review and Resolution – the intention of CPA and Contractor is to review and resolve Services issues at the level appropriate related to the nature and impact of the Services issue.

## **L. CPA ROLES AND RESPONSIBILITIES**

**L.1.** CPA will assign a PM to work closely with Contractor's PM to make certain that adequate CPA resources are assigned.

**L.2.** CPA will provide reasonable access to CPA subject matter experts, technical staff, and business users as applicable to support Contractor's Services.

**L.3.** The CPA PM, at a minimum, will perform the following:

- Respond to day-to-day issues and risks from CPA's perspective;
- Manage CPA's issues;
- Review and provide approval or disapproval for Contractor's written deliverables;
- Review Contractor's status reports, escalating as necessary to CPA management;
- Attend status meetings scheduled by Contractor's PM; and
- Manage CPA's resources from an administrative standpoint.

## **M. CPA ACCEPTANCE OF SERVICES; INVOICES; PAYMENT; LIQUIDATED DAMAGES**

**M.1. CPA Acceptance of Services.**

1. Upon the completion of all the activities for which Contractor is responsible under each Project Milestone Phase

identified for the Project, as set forth in the applicable Statement of Work, Contractor shall prepare and submit to CPA for signature a Milestone Completion Memo in order to obtain CPA's acceptance prior to invoicing. The Contractor's Milestone Completion Memo shall identify the following:

- (1) The CPA purchase order number;
  - (2) The Memo submission date;
  - (3) The Project Name (*e.g.*, Identity Access Management Program);
  - (4) The Milestone Phase completed (*e.g.*, Planning Phase);
  - (5) The Services Complete Date for the identified Milestone Phase; and
  - (6) The signatory area for CPA's Contract Manager approval.
2. Upon CPA's receipt of a Milestone Completion Memo, CPA will validate that all applicable activities associated to the identified Milestone Phase as specified in the CPA approved Project Plan are complete. Except as otherwise mutually agreed upon by CPA and Contractor, the validation period shall be ten (10) business days for each Milestone Completion Memo. Upon CPA's determination, CPA will reply to Contractor providing (1) the signed Milestone Completion Memo signifying CPA's acceptance if it is material compliance with the specifications above, or (2) CPA's rejection of the Milestone Completion Memo identifying specific failure in the Milestone Completion Memo to comply with the specifications above ("Milestone Completion Memo Defects"; *i.e.*, Milestone Phase activities that are not completed per the CPA approved Project Plan). Acceptance of a Milestone Completion Memo shall be deemed given if CPA has not provided the Contractor with the written acceptance of the Milestone Completion Memo or written rejection of the Milestone Completion Memo by the expiration of the evaluation period for CPA review.
  3. Upon Contractor's receipt of CPA's written notice of rejection, the Contractor shall have ten (10) business days, or such other time as CPA and Contractor may agree is reasonable, within which to correct all such Milestone Completion Memo Defects and resubmit the corrected written deliverable. Upon receipt of such corrected and resubmitted written deliverable, CPA shall have three (3) business days to evaluate the corrected written deliverables to confirm that the Milestone Completion Memo Defects identified by CPA have been corrected and brought into compliance with the specifications. CPA and Contractor shall continue the evaluation process until the Milestone Completion Memo reaches CPA approval for compliance with the specification. If such identified Milestone Completion Memo Defects have been brought into compliance with the specifications, then CPA shall provide Contractor with CPA's written acceptance of the Milestone Completion Memo.

**M.2. Submission of Invoices.** Contractor shall invoice CPA for Services performed after it receives CPA's acceptance of such Services.

**M.3. Payment.**

1. Payments to Contractor under the Contract will be based upon the pricing schedule(s) indicated in the applicable Statement of Work (Attachment A) and/or Attachment B (Price Sheet) of the Contract. CPA shall not pay for any Services in advance. All payments shall be made in accordance with Texas Prompt Payment Act, Chapter 2251 of the Texas Government Code.
2. CPA will not reimburse for travel, meals, lodging or other related expenses.

**M.4. Liquidated Damages.** Contractor agrees that the measure of damages in the event of a default or breach by Contractor may be difficult or impossible to calculate. In the event Contractor fails to deliver the Deliverables set forth under the applicable Statement of Work (Attachment A) according to the schedule set forth in Attachment A and such delay is within Contractor's control, CPA may require Contractor to pay, as liquidated damages and not as a penalty, \$1,000.00 per calendar day of delay until such date that Contractor has completed the Deliverable that was delayed, provided that in no event shall liquidated damages assessed under an individual Statement of Work pursuant to this clause exceed ten percent (10%) of the total amount of the Project Costs identified in the applicable Statement of Work. CPA may impose but is not obligated to impose these liquidated damages in lieu of monetary damages available to CPA under the agreement or any applicable law. To the extent permitted by the Constitution and laws of the State of Texas, any monetary damages awarded for a particular breach giving rise to such liquidated damages will be offset by any liquidated damages already paid in respect of such breach.

**N. CONTRACT TERM.** The initial term of the Contract shall be from Date of Award to August 31, 2020. CPA may in its sole discretion exercise the option to extend the Contract for up to four (4) additional one (1) year periods. The optional additional periods are September 1, 2020 through August 31, 2021; September 1, 2021 through August 31, 2022; September 1, 2022 through August 31, 2023; and September 1, 2023 through August 31, 2024. To exercise the option to extend the term, CPA will notify Contractor; such notice may be by PO or POCN issuance. Notwithstanding the termination or expiration of the Contract, certain provisions (*e.g.*, indemnification, confidentiality, right to audit) shall survive the termination or expiration of the Contract.

**O. TOTAL CONTRACT VALUE.** The total value of the Contract, to include any/all amendments and/or contract extensions, shall not exceed \$5,000,000.00.

**P. PO ADDITION AND DELETION**

1. CPA reserves the right, in its sole discretion, to add or delete services during the period(s) covered under the PO using the change request process set forth in Section J (Change Requests) of the Contract. All additions or deletions will be processed in writing through CPA's Procurement Division. The rate at the time of the addition or deletion shall be the same as the rate quoted in the Contract for the same service. The effective date of any addition or deletion will be no later than five (5) business days after receipt of CPA's written notification of said addition or deletion. For this purpose, written notification includes registered mail, regular mail, facsimile transmission with confirmation of receipt, or email with confirmation receipt.
2. For any additions, CPA's Procurement Division will issue a Purchase Order Change Notice (POCN) to Contractor. The total number of additions allowed to CPA is determined by the number CPA chooses to purchase. For any deletions, CPA's Procurement Division will issue a POCN to Contractor and will include the effective date of the deletion, and the amount of the reduction or refund (if any).

**Q. ADDITIONAL SERVICES.**

**Q.1. General.** CPA anticipates that Contractor will perform Additional Services under the Contract in order to develop, implement and transition Additional Services into the IAM Program. Additional Services are defined as any IAM functionality for any CPA System that is not included in Attachment A-1 (Statement of Work No. 1) of the Contract.

**Q.2. CPA Notice and Additional Services Statement of Work.** In the event that Additional Services are needed and mutually agreed upon, CPA will provide written notice to Contractor's PM describing the Additional Services using the "Additional Services Statement of Work Template" contained in Attachment C of the Contract. CPA and Contractor will define the Project's purpose, scope, timeline and any other unique requirements, constraints, and assumptions for each requested Additional Service. Payment schedules for Additional Services should be scoped to reflect logical completion of tasks, delivery of work products and provision of Additional Services.

**Q.3. Additional Services Notice Response.** Within fifteen (15) calendar days of receipt of CPA's notice, Contractor's PM shall provide the following to CPA's PM:

- (1) Project Plan (*i.e.*, Gantt chart) based on the Additional Services;
- (2) Estimated pricing using the Additional Services Price Sheet;
- (3) An organization chart showing all personnel to be assigned to the Project, indicating which Roles and Names are applicable to "Key Personnel"; and
- (4) The resume(s) of any Contractor's new Key Personnel to be assigned to the Additional Services.

**Q.4. Revised CPA Purchase Order**

1. Upon CPA approval of any Additional Services, the Contract will be amended to authorize the Additional Services, and CPA's Procurement Division will issue a revised PO to reflect the additional cost. Contractor's resources that have been selected and approved by CPA must be on-site within thirty (30) calendar days of CPA's PO issuance date, or other timeframe as agreed to by CPA and Contractor.
2. Contractor will have no obligation to perform, and CPA shall not pay, any services related to any Additional Services that are performed prior to the effective date of a Contract amendment that has been executed by the CPA, Contractor, and DIR reflecting the inclusion of the Additional Services to the Contract.

**Q.5. Terms and Conditions.**

1. All Services, specifications and work management activities described in this Contract are applicable as appropriate for Additional Services.
2. Additional Services do not alter any provisions of the Contract. All terms, conditions, definitions, processes, responsibilities and obligations of the Contract shall remain in effect.

**Q.6. Costs.** Contractor's firm fixed price for the unit cost applicable to the Additional Services to be performed is identified in Attachment B (Price Sheet) of the Contract. The Additional Services unit cost for implementation (*i.e.*, Planning Phase through Deployment "Go-Live" to Production Phase) is defined to be a level of effort equal to forty (40) hours. The Additional Services unit cost for Post-Deployment Support is defined to be a level of effort equal to eight (8) hours.

**R. Additional Certifications**

- R.1. Foreign Terrorist Organizations.** Contractor represents and warrants that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization as prohibited by Section 2252.152 of the Texas Government Code.
- R.2. CPA Anti-Fraud Policy.** Contractor represents and warrants that it has read and understood and shall comply with CPA's Anti-Fraud Policy, located on CPA's website at <https://comptroller.texas.gov/about/policies/ethics.php>, as such policy currently reads and as it is amended throughout the term this Contract.

**IV. Signatories**

The undersigned signatories represent and warrant that they have full authority to enter into this Contract on behalf of the respective Parties. This Contract may be executed in one or more counterparts, each of which is an original, and all of which constitute only one agreement between the Parties.


In accordance with Section 2157.0685 of the Texas Government Code, this Contract executed between Contractor and CPA is not valid and money may not be paid to Contractor unless the Texas Department of Information Resources first signs this Contract.

This Contract is executed to be effective as of the date of last signature. This Contract is submitted to DIR under the terms and conditions of the State of Texas DIR Contract DIR-TSO-4031, dated February 22, 2018.

**Texas Comptroller of Public Accounts**


By:   
 Lisa Craven  
 Deputy Comptroller  
 Date: 6-18-19

**Deloitte Consulting LLP**

By:   
 Eric Reeder  
 Managing Director  
 Date: 6/14/2019

**Approved:**

**Texas Department of Information Resources**  
SOW ID# SOW-000016

DocuSigned by:  
 By:   
 Name: Hershel Becker  
 Title: Chief Procurement Officer  
 Date: 6/25/2019 | 8:19 AM CDT

**ATTACHMENT A**

**STATEMENT OF WORK(S)**

**(COVER SHEET)**

## ATTCHMENT A-1 STATEMENT OF WORK NO. 1

### 1. Services Overview.

- 1.1. Contractor shall provide Services for the Identity Access Management Project No. 1 (“Project No. 1”) in order to implement the identified IAM functionality for the identified CPA systems specified in this Statement of Work (“SOW”) into the IAM solution.
- 1.2. Unless expressly provided within this SOW, all terms, conditions, definitions, processes, responsibilities and obligations of the Contract shall remain in effect and are applicable to this SOW. All Services, specifications and work management activities described in the Contract are applicable as appropriate for this Project.

### 2. General Services Requirements.

#### 2.1. Timeline. The timeline for this Project No. 1 is as follows:

- a) The commencement date of this SOW shall be no later than five (5) business days from the date of CPA’s Purchase Order issuance that incorporates this SOW;
- b) The Deployment Completion date for the Implementation Services under this SOW shall be on or before March 22, 2020; and
- c) The commencement date and time for the Post-Deployment Support Services (*i.e.*, Go-Live date) shall be on or before March 23, 2020 no later than 7:00 a.m. CT.

- 2.2. **Contractor’s Organization Chart and Key Personnel.** Figure 1 (Organizational Chart) illustrates Contractor’s overall Services team and the individuals identified as Key Personnel (*i.e.*, key symbol) providing Services under this SOW. Resume(s) for Contractor’s proposed Key Personnel that is initially identified as “TBD” (*i.e.*, Project Manager) shall be provided by Contractor to CPA for consideration no later than thirty (30) calendar days from the effective date of the Contract.

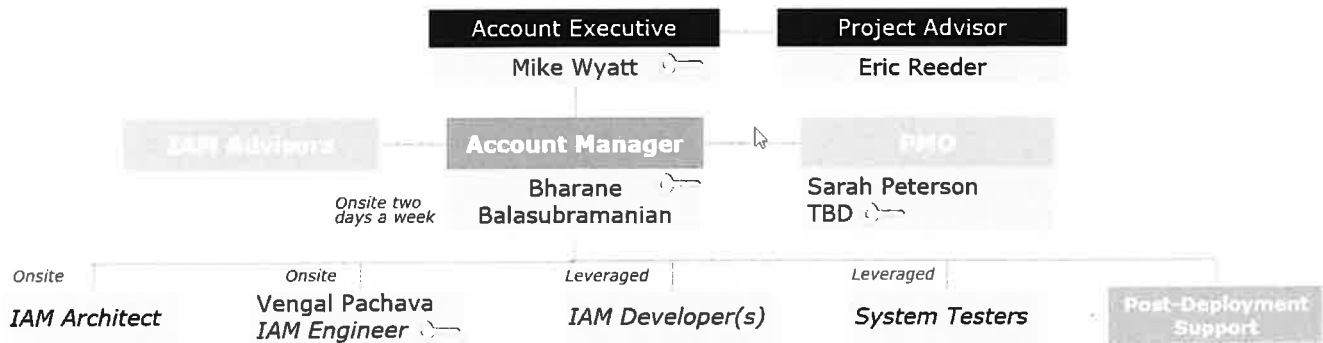


Figure 1: Organizational Chart

#### 2.3. Knowledge Transfer Services.

- 1) Contractor shall provide knowledge transfer to CPA while performing all Services identified in this SOW. Knowledge transfer from Contractor to CPA is a critical component that must be integrated, monitored, and measured throughout the engagement.
- 2) Contractor shall work closely with CPA to facilitate a knowledge-sharing program that starts Day 1 of the Services and ends upon the completion of this engagement. The ultimate objective of the knowledge-sharing program is to verify that upon completion of each significant task that CPA personnel have the confidence and capability to proceed with the related technology and supporting processes independent of Contractor and/or outside assistance.
- 3) The goal of the knowledge-sharing program is to assist CPA’s team in understanding the three (3) key learning areas: (1) how things are done, (2) what things were done, and (3) why things were done. These three (3) guiding principles provide the foundation necessary for CPA to maintain the IAM solution moving forward.
- 4) Other aspects of the knowledge-sharing program include, but are not limited to, the following:
  - During the team formation process, Contractor and CPA shall use a blended-team approach that provides the appropriate skill and knowledge mix in order to develop the IAM solution;

- Team guiding principles and norms will be established during Project kickoff to set behavioral expectations.
- Early on and periodically throughout the engagement, Contractor shall conduct a team effectiveness assessment that allows each sub-team to proactively identify areas that are or could be barriers to effective, productive teaming which could hinder future knowledge transfer effectiveness. Contractor's assessment results and corrective action plans, if any, shall be provided to CPA in order to assist with change management aspects.
- During UAT, Contractor shall leverage CPA team members and external agency end-users who are UAT testers to execute testing similar to how the processes will be run after go-live. Contractor shall assist CPA team to gain comfort in handling the day-to-day activities and provide CPA's leadership with a measurement of how the knowledge transfer is progressing to this point.

5) As part of the knowledge-sharing program, Contractor shall identify and recommend to CPA the workforce transition of CPA personnel current-state roles to future-state roles which includes: (1) identifying the impact of the changes on CPA jobs and roles; (2) mapping certain CPA personnel to future-state roles; and (3) identifying opportunities to realize benefits in the CPA organizational structure based on the new IAM solution and any redesigned processes.

6) **Written Deliverable(s).** Contractor shall develop and provide a Knowledge Transfer Plan for CPA's review. The detailed Plan will be developed in a collaborative approach with CPA to ensure alignment with CPA's needs. At a minimum, the Knowledge Transfer Plan shall include provisions for a hands-on comprehensive software orientation and knowledge transfer for CPA system administrators that will provide ongoing support after successful implementation.

2.4. **Technical Support Services.** While Contractor is providing the Services throughout this engagement, Contractor shall be responsible for assisting CPA in performing any of the following that may be required for the IAM solution:

- Maintain configurations;
- Apply and test new features released by Oracle for the IAM software (*i.e.*, Oracle Identity Cloud Service software, or "OICS");
- Validate the application of IAM software patches, fixes, enhancements, error corrections, and/or upgrades performed by Oracle;
- Report IAM software issues to Oracle, providing any necessary issue-related evidence/documentation;
- Report IAM software issues via CPA's relevant ticketing system(s); and
- Resolve general technical issues.

### 3. Implementation Services Requirements.

#### 3.1. Foundational Requirements.

A. **Authentication Methods to CPA Systems.** Contractor shall utilize Oracle's native OICS features to establish a common user interface to integrate with the CPA Systems. Contractor shall establish an enterprise authentication policy along with the use of industry leading authentication standards such as SAML or WebGate. Utilizing an enterprise authentication policy allows seamless integration of CPA's disparate application technology solutions with OICS, while providing secure authentication for CPA's users and systems. Contractor shall integrate the CPA Systems with OICS by means of SSO implementation and login via a single CPA system, which will then allow end-users to navigate to other CPA Systems without having to enter their credentials again. During the Analysis phase, Contractor shall review the out-bound interaction workflow with CPA, along with understanding the CPA system limitations in using OICS capabilities. Upon establishing the interaction workflow, Contractor shall design and configure OICS to provide out-bound interaction for OICS with the CPA Systems such as Application Program Interfaces (APIs).

B. **Populating the Identity Data Store.** Oracle's native OICS integrates with on-premise and cloud user stores using out-of-the-box ("OOTB") connectors, or extracting and loading data (*i.e.*, flat file) from those repositories. During the Requirements gathering and Planning sessions, Contractor shall work closely with the CPA Systems application owner(s) in deciding the appropriate connector interface or OOTB mechanism available in OICS to consume user identity data. Additionally, Contractor shall work with CPA to define the correlation and confirmation rules to avoid identity/user account duplications during data imports from multiple user repositories.

#### 3.2. IAM Functionality.

##### A. Enabling Single Sign-On ("SSO").

- 1) Integration approach to establish SSO for CPA Systems: Contractor shall utilize the native capabilities of OICS in order to establish a seamless SSO functionality to the CPA Systems. During the Planning and Design phases of the Project Contractor shall conduct workshops with CPA to review and refine the enterprise integration approach, and any relevant SSO rules and configurations, in order to establish a consistent integration architecture to support the CPA Systems. Once an end-user is authenticated within OICS, then the end-user

should be able to access any IAM-integrated CPA System without having to enter login credentials again until expiration of the authentication token.

- 2) Develop detailed reports that reflect SSO activity and can be run based on certain factors: Contractor shall enable the OICS logging capability to provide appropriate reporting based on an end-user's transactions. During the Analysis phase, Contractor shall work with CPA to identify the reporting requirements in order to design and configure OICS to meet CPA's needs.
- 3) Contractor shall enable and deploy SSO for all CPA end-users identified by CPA as in scope for this SOW.

**B. Enabling Multi-Factor Authentication ("MFA").**

- 1) Contractor shall be responsible for designing and configuring the OICS MFA capability that will require CPA's end-users to provide two (2) or more of the following authentication factors: (1) something an end-user knows (e.g., end-user's password), (2) something an end-user has (e.g., end-user's cellphone), and/or (3) something an end-user is (e.g., end-user's biometric factor).
- 2) Contractor shall perform the following tasks, at a minimum:
  - (a) Develop the "to-be" state of end-users that will utilize the CPA Systems: During the Analysis phase, Contractor will work with CPA to define and establish the "to-be" state of end-users that will utilize the CPA Systems;
  - (b) Develop the standardized "to-be" processes and policies: Once the "to-be" state of end-users is established, Contractor will define for CPA the MFA policies and available options (i.e., in-band and out-of-band) that end-users can utilize for MFA. Contractor shall work with CPA to enable selection of the MFA options to be configured;
  - (c) Define MFA triggers for all CPA Systems: Contractor will enable OICS MFA capability for the CPA systems.
  - (d) Enable end-users to have the ability to select their preferred methods for authentication, where possible. During the Analysis phase, Contractor shall work with CPA to review the native authentication methods available in the OICS solution and identify the methods for end-user rollout. Once this is established, Contractor shall design and configure OICS to provide end-users their available authentication options (where possible) as part of their user login process. Oracle OICS provides the following factors out of the box for CPA's consideration:
    - One Time Password ("OTP") over text;
    - OTP over email;
    - Mobile app OTP;
    - Push Notification;
    - Security Question; or
    - Bypass Codes.
- 3) Develop MFA options that are flexible in order to meet various needs, abilities, and devices available to end-users, while continuing to provide robust security protections. During the Analysis phase, Contractor shall work with CPA to review the OICS native MFA options and prioritize based on CPA end-user access needs, device types used by end-users, sensitivity of the access and administrative access/privileged access requests. Once this is established, Contractor shall design and configure OICS for the CPA defined MFA functionality desired. In addition, OICS provides the capability, should CPA choose to enable it, to configure trusted computers where an end-user can trust a computer and he/she will not be prompted for a second authentication factor in the future or may be prompted based on certain timeframe parameters (e.g., every 6 months).
- 4) Configure authentication factors: During the Analysis phase, Contractor shall work with CPA to review the native OICS authentication factors that can be configured with the CPA Systems, which shall include identifying any limitations of those factors. Once this is established, Contractor shall design and configure OICS to enable the CPA defined authentication factors.
- 5) Develop detailed reports that reflect MFA activity: Reports may be produced based on any available criteria, which may include dates, end-users, and CPA Systems, among possibly others. Contractor shall enable the OICS logging capability to provide appropriate reporting based on end-user transactions. During the Analysis phase, Contractor shall work with CPA to identify the reporting requirements, and then Contractor shall design and configure the solution to address CPA's requirements.
- 6) Contractor shall enable and deploy MFA for all CPA end-users identified by CPA as in scope for this SOW.



**C. Enabling Adaptive Authentication (“AA”).**

- 1) Develop and define the standardized “to be” processes and policies: During the Analysis phase, Contractor shall conduct workshops with CPA to review the OICS AA capabilities and available options in order to define CPA’s AA rules. As part of the workshop, Contractor shall establish a template that will be used to define rules, threat vectors, and potential risk criteria/weights for enabling AA for end-users, as appropriate.
- 2) Configure rules, policies and risk weights: During the Design phase, Contractor shall further define the AA rules, policies and weights to be configured in OICS. During the Build phase, Contractor shall enable the CPA approved AA rules and work with CPA to perform appropriate testing in order to validate the functionality of the enabled rules.
- 3) Enable end-users to have the ability to select their preferred methods for authentication, : During the Analysis phase, Contractor shall work with CPA to review the native authentication methods available in OICS and identify the methods for rollout. Once established with CPA, Contractor shall design and configure OICS to provide end-users their available authentication options, where possible, as part of their user login process.
- 4) Define and configure variable rules for MFA based on perceived risk levels of an end-user: Contractor shall utilize the OICS native risk validation capability to configure various contextual and threat events that can be analyzed within OICS. During the Analysis phase, Contractor shall conduct workshops with CPA to review and document potential threat factors for the CPA Systems in order to determine the authentication factors to be enabled based on perceived risk levels of an end-user. To support this effort, Contractor shall review the list of end-users and their access to the CPA Systems in order to define the baseline user risk level with CPA in order for Contractor to configure the AA factors based on deviation from the baseline risk levels. Factors that may be configured for AA include: (1) login attempts exceeds threshold; (2) suspicious end-user access (*i.e.*, concurrent end-user session from a different IP address); (3) MFA attempts exceeds threshold within a given timeframe, or (4) access from unknown devices.
- 5) Define risk levels based on the state of an end-user’s access device, the threat landscape, access to elevated privileges, the geo-location of an end-user, and the end-user’s method of access (*e.g.*, proxy service utilized): Contractor shall configure OICS risk levels based on the risk categorization defined by CPA during the Analysis phase. The configuration may be based on several factors which includes the threat landscape, privileged access to CPA Systems, end-user system access methods, concurrent use of a CPA System, geo-location, and state of an end-user’s device from which access is requested (*i.e.*, such as known vs. unknown).
- 6) Develop detailed reports that reflect AA activity: Reports may be produced based on any available criteria, which may include dates, end-users, and CPA Systems, among possibly others. Contractor shall enable the OICS logging capability to provide appropriate reporting based on an end-user’s transactions. During the Analysis phase, Contractor shall work with CPA to identify the reporting requirements in order to design and configure OICS to meet CPA’s needs.
- 7) Contractor shall enable and deploy AA for all CPA end-users as appropriate and identified by CPA as in scope for this SOW.

**3.3. CPA Systems.**

- A. Table 1 (CPA Systems) identifies the CPA Systems and the minimum number of environments to be integrated with the IAM required functionality.

Table 1: CPA Systems		
Column 1: CPA System	Column 2: No. of External Facing Environments	Column 3: No. of Internal Facing Environments
CAPPS Financials	7	12
CAPPS HR/Payroll	7	13
CAPPS Recruit	3	0
CAPPS Learn	2	0
Business Intelligence (“BOBJ”)	2	1
Totals	21	26

\*only State FTEs are managed via the IAM solution; public users are managed through a public link to the Recruit application.

B. Contractor shall be responsible for integrating up to thirty-seven (37) environments, and CPA is responsible for integrating the remainder of the environments. The particular environments that each Party is responsible for integrating will be reflected in the CPA approved Project Plan.

**3.4. Project Management Roles and Responsibilities.**

A. Table 2 (Project Management Roles and Responsibilities) identifies the responsibilities and collaborative approach that CPA and Contractor shall utilize regarding the key project management activities for the Project. The activities identified may not be inclusive of all project management activities required by CPA and Contractor.

Table 2: Project Management Roles and Responsibilities		
Legend: R = Responsible/Execute; A = Assist/Participate as requested; C = Concur/Approve; "-" = Not Involved		
Activity	Contractor	CPA
Overall Project Oversight	A	R, C
Overall Project Management	R	A, C
<b>Project Work Plan</b>		
<ul style="list-style-type: none"> <li>Creation and maintenance of Project Plan (e.g., includes a Gantt chart of the major milestones, all activities, dates, identifies milestones that are performed by CPA and Contractor)</li> </ul>	R	A, C
<b>Weekly/Bi-Weekly Project Status Reports and Meetings</b>		
<ul style="list-style-type: none"> <li>Creation and maintenance of Status Report (e.g., includes activities, dates, milestones that are performed by CPA and Contractor)</li> </ul>	R	A, C
<ul style="list-style-type: none"> <li>Provide Contractor status updates in order to update the Status Report</li> </ul>	R	-
<ul style="list-style-type: none"> <li>Lead and schedule Project Status Meetings</li> </ul>	R	A
<b>Resource Management</b>		
<ul style="list-style-type: none"> <li>Manage CPA resource assignments and roll-on/roll-off</li> </ul>	-	R
<ul style="list-style-type: none"> <li>Manage Contractor resource assignments and roll-on/roll-off</li> </ul>	R	C
<b>Issue and Risk Management</b>		
<ul style="list-style-type: none"> <li>Manage, track, report and escalate Project issues and risks as appropriate</li> </ul>	R	A, C
<ul style="list-style-type: none"> <li>Manage, track, report and escalate CPA issues and risks as appropriate and provide notification to Contractor if a risk becomes an issue that requires immediate action in order to mitigate</li> </ul>	A	R
<ul style="list-style-type: none"> <li>Manage, track, report and escalate Contractor issues and risks as appropriate and provide notification to CPA if a risk becomes an issue that requires immediate action in order to mitigate</li> </ul>	R	A, C

B. Figure 2 (Project Management Methodology) provides an illustrative example of the project management framework that will be utilized to support the Project.

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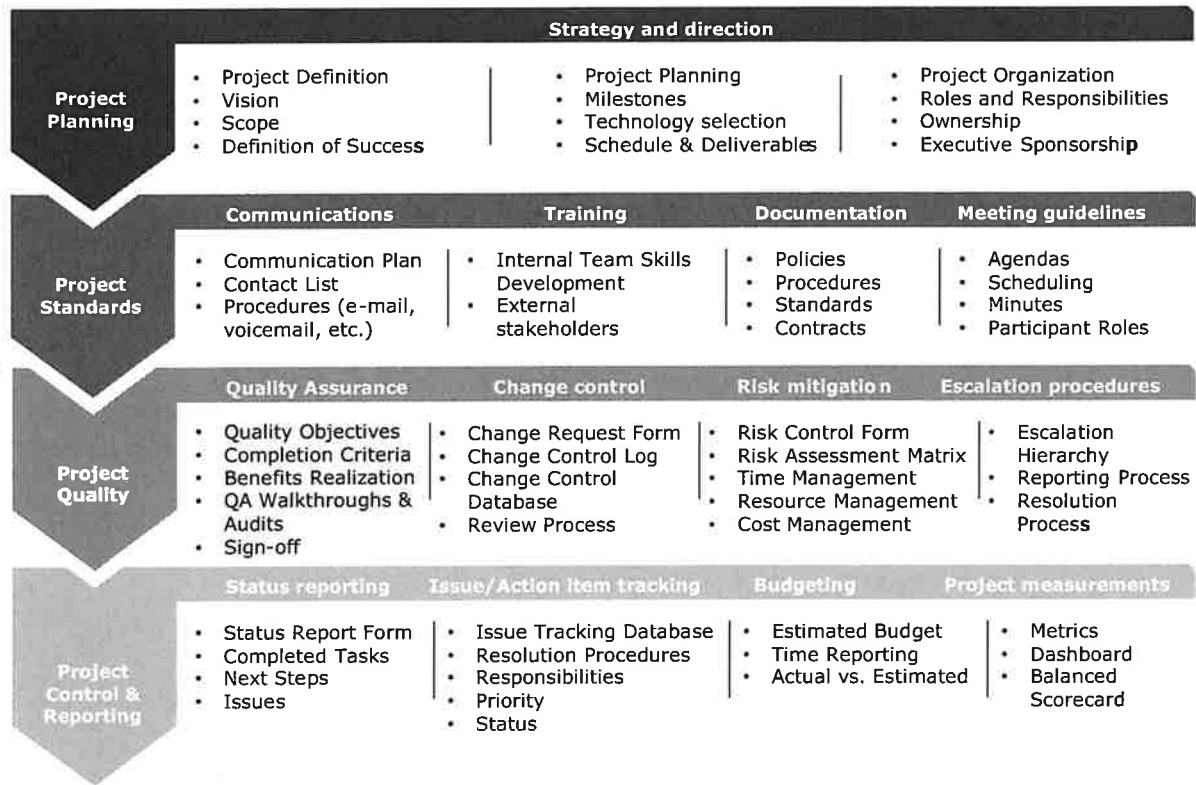


Figure 2: Project Management Methodology

**3.5. Customizations.**

- A. CPA does not anticipate any Customizations being made to the IAM solution as the software is configurable and Contractor and CPA may be restricted from modifying the source code by the software publisher.
- B. However, in the event Customizations are needed by CPA based on the requirements and Contractor is able to modify the source code, then Contractor shall assess the CPA requirement(s) and provide CPA the work estimate(s) for the Customization(s). Each CPA required Customization will be assigned a Service Request number for tracking purposes and each CPA required Customization will be approved by a CPA designated Lead prior to Contractor proceeding with the associated work effort.
- C. In the event CPA requests Contractor to implement a Customization to the IAM solution, Contractor shall be responsible for correcting any defects that may be found that are specifically related to the requirements of the State regarding accessibility, for no additional compensation.
- D. Contractor’s firm fixed price for the unit cost applicable to Customizations that may be performed is identified in Price Schedule No. 1 (Customizations) of Attachment B (Price Sheet) of the Contract. The unit cost for Customizations is defined to be a level of effort equal to eight (8) hours.

**3.6. SDLC Activities.** Table 3 (SDLC Roles and Responsibilities) identifies the responsibilities and collaborative approach that CPA and Contractor shall utilize regarding the key SDLC activities for the Project. The activities described within the various SDLC phases may not be inclusive of all of the activities required by the Parties. Specific activities identified within each Phase may be promoted or demoted to a different Phase, as applicable, as identified in the CPA-approved Project Plan.

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Table 3: SDLC Roles and Responsibilities			
Legend: R = Responsible/Execute; A = Assist/Participate as requested; C = Concur/Approve; "-" = Not Involved			
SDLC Phase	Activity	Contractor	CPA
Planning Phase	Confirm scope and timeline	R	A, C
	Baseline the Project Plan	R	A, C
	Define the Knowledge Transfer Plan	R	A, C
Analysis Phase	Conduct requirements and discovery sessions	R	A, C
	Conduct prototype sessions showing functional configurations and staging of data for work sessions	R	A, C
	Analyze applicable business processes and policies	R	A, C
	Conduct business process work sessions focusing on future state process flows and application functionality	R	A, C
	Identify potential requirement gaps and alternatives, as applicable	R	A, C
	Review alternatives for feasibility, as applicable	R	A, C
	Analyze and Document the application integration requirements, and identify application customization requirements and system configuration changes	C	A, R
	Identify all systems, applications, security sources, and the associated infrastructure affected by the IAM solution	R	A
Design Phase	Conduct design workshops with CPA	A, R	C
	Create and maintain configuration workbook(s) for each type of functionality, as applicable, entering initial configuration into prototyping environment	R	A
	Create and maintain technical configuration workbook(s) for each type of functionality	R	A
	Design and Document reports, interfaces, and extensions for each IAM functionality, as needed	R	A, C
	Design high availability and/or disaster recovery impacts, as applicable	R	A, C
	Design proposed logical and physical architecture to include detailed technical integration information	R	A
	Map data attributes from source systems into meta directory	R	A
	Define ID reconciliation between multiple data stores/systems, as applicable	R	A
	Propose end-user adoption strategy and plan	R	A
Build Phase	Install and technically configure non-production environment(s)	R	A, C
	Install and technically configure production environment	R	A, C
	Configure the IAM functionality based on CPA approved configuration workbook(s)	R	A, C
	Manage application configuration between environments	R	A
	Perform required configurations required on in-scope applications side for integration	C	A, R
	Technically configure IAM security roles, as needed	R	A, C
	Develop and Document reports, interfaces, and extensions for each IAM functionality, as needed	R	A, C
	Provide application customizations/extensions, as applicable	R	A, C
	Conversion Execution, as applicable	R	A, C
	Conversion Validation, as applicable	A	R, C
Test Phase	Develop a functional/technical "Go-Live" Cutover Plan, that includes a Cutover Checklist and a Back-out Contingency Plan in the event that issues arise	R	A, C
	Create test plan to include test scenarios and test scripts for the following testing cycles: System, Performance, Interface, Integration, UAT (including exit criteria)	R	A, C
	Integrate new or additional functionality into testing procedures, as applicable	R	A
	Coordinate testing with internal and external systems/vendors	A	R
	Execute Interface & Integration Test	R	A
	Resolve issues from Interface & Integration Test	R	A
	Execute System Test	R	A, C
	Validate System Test	A	A, C
	Resolve issues from System Test	R	C, R
	Identify participants for UAT	-	A
	Manage and execute UAT	C	A, R
	Resolve UAT issues	R	R
UAT Regression Test	C	A, R	

	Manage and execute Accessibility Test, as applicable	R	A
	Resolve Accessibility Test issues, as applicable	R	A
	Plan and execute a specific Performance Test to stress the infrastructure and software, as applicable	R	A, C
	Based on the outcome of the system regression testing and the stress test of the CPA OICS solution, make appropriate configuration changes to the OICS platform	C	A, R
Deployment "Go-Live" to Production	Create and execute the Cutover Plan and Checklist	R	A
	Validate cutover checklist and provide go/no-go	C	A, R
	Plan and execute production support/stabilization activities	R	A
	Track and assess service start date readiness criteria in preparation for final go/no-go decision	C	A, R
	Manage "Go-Live" decision from CPA leadership	C	A, R
	Perform and complete IAM cutover activities (Go Live) of OICS	R	A, C
	Perform and complete IAM cutover activities on the CPA Systems (system level configuration changes)	C	A, R
Post- Deployment Support	Provide Post-Deployment Support upon "Go-Live"	R	A

### 3.7. Written Deliverables.

A. Contractor shall provide the following written deliverables, as applicable. Contractor shall identify each written deliverable in the Project Plan and must schedule each written deliverable for submission to CPA far enough in advance of its intended usage during a SDLC Phase in order for CPA to approve each written deliverable prior to its usage.

- 1) Project Plan;
- 2) Architectural Design;
- 3) Integration Plan;
- 4) Issues and Risk log (may be incorporated into the Status Report);
- 5) Tracking Report of Customizations provided weekly (if applicable);
- 6) Configuration workbook(s);
- 7) Test Plan, that covers each testing cycle and includes test scenarios and test scripts for each testing cycle;
- 8) Conversion Plan;
- 9) Cutover Plan, that includes a Back-out Contingency Plan; and
- 10) Cutover Checklist (may be incorporated into the Cutover Plan).

B. The Parties shall utilize the deliverable review process identified in the Contract, as applicable. The specific written deliverables that are not required by CPA to follow the deliverable review process are the following: status reports, issues and risk log, and tracking report of customizations.

4. **Post-Deployment Support Services.** Contractor shall provide onsite post-deployment support for a period up to six (6) months, or other timeframe as determined by CPA, after CPA's acceptance of the implemented IAM solution. The on-site presence is essential to maintaining a stable production environment, and to provide for a smooth turnover of system responsibility to CPA. The post-deployment support shall consist of technical, functional, and operational support. Post-deployment support shall be provided by Contractor's personnel who have the requisite qualifications to provide the necessary support and have experience with the implementation Project during the course of the implementation effort. Contractor's post-deployment support shall include, but not be limited to, the following: maintaining configurations, setting up end-users profiles and security, applying and testing new features released by Oracle, validating the application of IAM software patches, fixes, enhancements, error corrections, and/or upgrades performed by Oracle, reporting IAM software issues via CPA's CAPPs Helpdesk, adding additional internal and/or external facing environments for the in-scope CPA systems, removing or revising the internal and/or external facing environments for the in-scope CPA systems CPA's CAPPs Helpdesk, adding additional and resolving general technical issues.

5. **CPA Roles and Responsibilities.** In addition to CPA's roles and responsibilities that may be provided elsewhere in the Contract, under this SOW CPA is also responsible for the following:

- Under a separate contract, obtaining and maintaining adequate software licensing coverage of the IAM software;
- Providing Contractor full access to CPA's procured instance(s) of the IAM software;
- Providing infrastructure hosting, setup, and configuration of the WebGate tool in order to support the OICS integration with CPA's PeopleSoft applications;
- Coordinate with CPA's PeopleSoft application service provider to install and configure the WebGate tool with

consultation from the Contractor;

- Making revisions to the CPA Systems, as applicable, in order to support the IAM solution;
- Coordinating performance testing of CAPPs applications with IAM;
- Providing Contractor access to CPA licensed software tools that will support the Project (e.g., SharePoint, Microsoft Office Suite, etc.); and
- Integration of CPA's Oracle PeopleSoft Enterprise Learning Management application environments, as applicable.

## 6. Project Costs for Project No. 1.

6.1. **Implementation Services, Milestone Phases.** The Milestone Phase Price Schedule that supports the implementation services for this Project No. 1 is as follows:

Price Schedule No. 1 for Project No. 1				
Milestone Phase	Payment Percentage	Payment Percentage Amount	Anticipated Completion Date	Firm-Fixed Amount
Planning Phase Complete	8.00%	\$100,800.00	June 2019	\$1,260,000.00
Analysis Phase Complete	7.80%	\$98,280.00	June 2019	
Design Phase Complete	13.50%	\$170,100.00	July 2019	
Build Phase 1 Complete	20.00%	\$252,000.00	October 2019	
Build Phase 2 Complete	20.00%	\$252,000.00	January 2020	
Test Phase Complete	14.50%	\$182,700.00	January 2020	
Deployment Complete	16.20%	\$204,120.00	March 2020	
			Total	\$1,260,000.00

## 6.2. Post-Deployment Support Services.

A. **Incremental Procurement of Services.** Price Schedule No. 2 for Project No. 1 identifies the cost for Post-Deployment Support Services. CPA's Purchase Order associated with Project No. 1 will reflect the number of months that CPA intends to procure. At CPA's discretion, the number of months procured by CPA may be reflected on the Purchase Order in incremental quantities (e.g., 2 months at a time); however, the total number of months procured by CPA will not exceed the quantity identified in Price Schedule No. 2 for Project No. 1.

Price Schedule No. 2 for Project No. 1				
Description	Unit of Measure	Qty	Monthly Unit Cost	Extended Cost
Post-Deployment Support	Month	6	\$62,500.00	\$375,000.00

B. **Committed Procurement of Services.** In the event that CPA utilizes all months available within Price Schedule No. 2 for Project No. 1, and if CPA desires Contractor to provide extended Post-Deployment Support Services then the following shall apply:

- 1) CPA will commit to procuring an additional total of eighteen (18) months in order for Contractor to provide extended Post-Deployment Support Services. CPA's Purchase Order associated with Project No. 1 will be revised to reflect the procurement of eighteen (18) months.
- 2) The services described in Part 4 (Post-Deployment Support Services) remains in effect.
- 3) Price Schedule No. 3 for Project No. 1 identifies the cost for Contractor's extended Post-Deployment Support Services.

Price Schedule No. 3 for Project No. 1				
Description	Unit of Measure	Qty	Monthly Unit Cost	Extended Cost
Post-Deployment Support (Extended)	Month	18	\$27,699.00	\$498,582.00

**End of Attachment A-1**

**ATTACHMENT B**  
**PRICE SHEET**

<b>Price Schedule No. 1: Customizations</b>		
<b>Description</b>	<b>Unit of Measure</b>	<b>Firm Fixed Unit Cost</b>
Customizations	1 Block (4 hours)	\$1,320.00

<b>Price Schedule No. 2: Additional Services</b>		
<b>Description</b>	<b>Unit of Measure</b>	<b>Firm Fixed Unit Cost</b>
Implementation Services (i.e., Planning Phase through Deployment "Go-Live" to Production Phase)	1 Block (40 hours)	\$8,467.00
Post-Deployment Support	1 Block (8 hours)	\$1,918.00

**ATTACHMENT C**  
**ADDITIONAL SERVICES STATEMENT OF WORK TEMPLATE**

*Instructions for completing the SOW for Additional Services*

CPA will use this SOW template to notify Contractor of the need for Additional Services in accordance with Section P (Additional Services) of the Contract. Highlighted and/or Italicized items shall be replaced with actual Project identifiers, descriptions and other information as indicated throughout the template. The SOW author will remove highlights and italics upon completion of all edits. The SOW author will delete these instructions prior to finalizing the SOW in preparation for submission to Contractor.

This template may be modified and tailored to fit the needs of the specific Additional Services requested, including removal of tasks and deliverables that are not applicable to the Project. The SOW author will add appropriate tasks and deliverables to support the Additional Services requirements.

CPA will follow DIR’s process identified for DBITS SOW Amendments as outlined on the DIR website.

ADDITIONAL SERVICES  
 STATEMENT OF WORK NUMBER: \_\_\_\_\_  
 FOR

PROJECT NAME: IDENTITY ACCESS MANAGEMENT PROJECT NO. #  
 TECHNOLOGY CATEGORY: APPLICATION DEVELOPMENT

1. Overview

- 1.1. In accordance with Section P (Additional Services) of the Contract, Contractor shall provide Services for the Identity Access Management Project No. # (“Project No. #”) in order to implement the identified IAM functionality for the identified CPA systems specified in this Additional Services Statement of Work Number # (SOW #) into the IAM solution.
- 1.2. Unless expressly provided within this Statement of Work (SOW), all terms, conditions, definitions, processes, responsibilities and obligations of the Contract shall remain in effect. All Services, specifications and work management activities described in the Contract are applicable as appropriate for this Project.

2. Project Timeline. The timeline for Project No. # is as follows:

- 2.1. The commencement date shall be no later than *five (5)* business days from the date of CPA’s Purchase Order issuance’
- 2.2. The Deployment Completion date shall be on or before *<insert date>*; and
- 2.3. The Post Deployment Support shall end on or before *<insert date>*.

3. Requirements.

- 3.1. IAM Functionality. Contractor shall provide Services for the IAM functionality as follows:
  - A. *<insert IAM functionality scope>*
- 3.2. CPA Systems.
  - A. *Table 1 (CPA Systems) identifies the CPA systems and the minimum environments that Contractor shall be responsible for integrating with the IAM functionality.*

<i>Table 1: CPA Systems</i>			
<i>Column 1: CPA System</i>	<i>Column 2: Type of Software Application/Solution</i>	<i>Column 3: No. of External Facing Environments</i>	<i>Column: 4 No. of Internal Facing Environments</i>
<i>insert</i>	<i>Insert</i>	<i>insert</i>	<i>insert</i>
<i>insert</i>	<i>Insert</i>	<i>insert</i>	<i>insert</i>

*B. The number of environments identified, externally and/or internally facing, may be revised throughout the Contract Term based on CPA’s needs.*

- 4. Project Management Roles and Responsibilities. *Insert applicable text*
- 5. SDLC Activities. *Insert applicable text*
- 6. Customizations. *Insert applicable text*
- 7. Written Deliverables. *Insert applicable text*
- 8. Knowledge Transfer; Technical Support. *Insert applicable text*
- 9. Post-Deployment Support. *Insert applicable text*
- 10. Personnel. Table 2 (Key Personnel Roles) identifies the Key Personnel Roles assigned to this Project #.



Table 2: Key Personnel Roles	
<i>insert</i>	
<i>insert</i>	

11. CPA Roles and Responsibilities. *Insert applicable text*

12. Project Costs # .

A. Milestone Phase Services.

(1) The unit cost for this Project # is as follows:

*<insert "Implementation Services" cost based on the number of Blocks required for the scope utilizing Price Schedule No. 3 (Additional Services) of the Contract>*

Price Schedule No. X: Project #			
Description	Firm Fixed Unit Cost (1 Block = 40 hours)	No. of Blocks	Total Firm Fixed Cost
Implementation Services (i.e., Planning Phase through Deployment "Go-Live" to Production Phase)	<i>&lt;insert Cost from Price Schedule No. 3 of the Contract&gt;</i>	<i>&lt;insert #&gt;</i>	<i>&lt;insert total firm fixed cost&gt;</i>

(2) The Milestone Phase Price Schedule for this Project # is as follows:

Price Schedule for Project #			
Milestone-SDLC Phase	Payment Percentage	Payment Percentage Amount	Firm-Fixed Amount
Planning Phase	<i>&lt;insert %&gt;</i>	<i>&lt;insert&gt;</i>	\$
Analysis Phase	<i>&lt;insert %&gt;</i>	<i>&lt;insert&gt;</i>	
Design Phase	<i>&lt;insert %&gt;</i>	<i>&lt;insert&gt;</i>	
Build Phase	<i>&lt;insert %&gt;</i>	<i>&lt;insert&gt;</i>	
Test Phase	<i>&lt;insert %&gt;</i>	<i>&lt;insert&gt;</i>	
Deployment "Go-Live" to Production Phase	<i>&lt;insert %&gt;</i>	<i>&lt;insert&gt;</i>	
<i>Total</i>			<i>\$</i>

B. Post-Deployment Support Services.

(1) The unit cost for this Project # is as follows:

*<insert "Post-Deployment Support" cost based on the number of Blocks required for the scope utilizing Price Schedule No. 3 (Additional Services) of the Contract>*

Price Schedule No. X: Project #			
Description	Firm Fixed Unit Cost (1 Block = 40 hours)	No. of Blocks	Total Firm Fixed Cost
Post-Deployment Support	<i>&lt;insert Cost from Price Schedule No. 3 of the Contract&gt;</i>	<i>&lt;insert #&gt;</i>	<i>&lt;insert total firm fixed cost&gt;</i>

(2) The price schedule for this Project # is as follows:

Price Schedule for Project #				
Description	Unit of Measure	Qty	Monthly Unit Cost	Extended Cost
Post-Deployment Support	Month	6	\$	\$

**End of Attachment C**

**ATTACHMENT D**  
**CPA'S PR**

CPA's PR# 304-19-0316YR-1 issued December 28, 2018 and CPA's Official Responses to Questions from Potential Respondents issued January 23, 2019 (collectively "CPA's PR"), are incorporated by reference into this Contract as Attachment D. In the event of conflict between these two documents, the following shall control in this order of priority:

1. CPA's PR# 304-19-0316YR-1 issued December 28, 2018
2. CPA's Official Responses to Questions from Potential Respondents issued January 23, 2019

**ATTACHMENT E**  
**DIR CONTRACT**

Contractor's DBITS Contract No. DIR-TSO-4031 is incorporated by reference into this Contract as Attachment E.

**ATTACHMENT F**  
**CONTRACTOR'S OFFER**

Contractor's Offer dated January 30, 2019 and Contractor's Best and Final Offer received on April 18, 2019 (collectively "Contractor's Offer"), are incorporated by reference into this Contract as Attachment F. In the event of conflict between these two documents, the following shall control in this order of priority:

1. Contractor's Best and Final Offer received on April 18, 2019
2. Contractor's Offer dated January 30, 2019