

REVENUE AGREEMENT

THIS REVENUE AGREEMENT is made between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the "City") and **COLORADO INTERACTIVE, LLC**, a Colorado Limited Liability Company, whose address is 600 17th Street, Suite 2150, Denver, CO 80202 ("Contractor"), jointly "the Parties."

WHEREAS, the City desires to contract with a company that will develop, install, operate, quality manage and maintain a payment and billing solution for the City that integrates with their proprietary e-filing and case management applications and provides customer and user account registration, transaction processing, customer account billing, common payment options and comprehensive reporting features; and

WHEREAS, the Contractor and the State Internet Portal Authority ("SIPA") entered into a professional services Portal Integrator Contract ("SIPA Agreement") attached hereto and incorporated herein as Exhibit B, effective May 1, 2014 for the benefit of the State of Colorado and qualifying governmental entities ("EGEs") as third party beneficiaries of the agreement, and

WHEREAS, Contractor developed a payment mechanism for the State of Colorado for the State Judicial filing system and the City desires to have the Contractor develop a payment mechanism for the City's County Court Filing system based on the Work Order attached hereto and incorporated herein as Exhibit A (the "Work Order"), and

WHEREAS, Contractor is willing and capable of providing those services.

The Parties hereby agree to the following:

- 1. WORK ORDER:** The Contractor has prepared a Work Order, attached hereto as Exhibit A, which calls for the development of the Denver County Court Payment and Billing System for e-filing in the Denver County Courts. The Contractor has agreed to perform the Work Order for the City based upon the applicable terms and conditions contained in the SIPA Agreement. The Work Order, the applicable terms and conditions of the SIPA Agreement and this Revenue Agreement shall be collectively referred to as the "Agreement."
- 2. TERM:** The term of the Agreement is co-terminous with the SIPA Agreement, and beginning on January 12, 2015 and expiring on May 31, 2019.
- 3. EXAMINATION OF RECORDS:** Any authorized agent of the City, including the City Auditor or his or her representative, upon reasonable advance notice, provision of a confidentiality agreement acceptable to Contractor, and subject to Contractor's security requirements, has the right to access and the right to examine any pertinent books, documents, papers and records of the Contractor, involving transactions related to the Agreement until the latter of three (3) years after the final payment under the Agreement or expiration of the applicable statute of limitations.

4. **NO DISCRIMINATION IN EMPLOYMENT:** In connection with the performance of work under the Agreement, the Contractor may not refuse to hire, discharge, promote or demote, or discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, sexual orientation, gender variance, marital status, or physical or mental disability. The Contractor shall insert the foregoing provision in all subcontracts related to the Agreement.

5. **ELECTRONIC SIGNATURES AND ELECTRONIC RECORDS:** Contractor consents to the use of electronic signatures by the City. The Agreement, and any other documents requiring a signature hereunder, may be signed electronically by the City in the manner specified by the City. The Parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

[REMAINDER OF PAGE INTENTIONALLY BLANK]

Contract Control Number:

IN WITNESS WHEREOF, the parties have set their hands and affixed their seals at Denver, Colorado as of

SEAL

CITY AND COUNTY OF DENVER

ATTEST:

By _____

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

By _____

By _____

By _____



Contract Control Number: COURT-201419720-00

Contractor Name: Colorado Interactive, LLC

By: _____

Name: Arvid Sorenson
(please print)

Title: President
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)



EXHIBIT A



Denver County Court Payment and Billing Application Work Order

Tracking Number: 00000892

Date: January 8, 2015

Entity Partner

City and County of Denver on behalf of Denver County Court

Project Name

Denver County Court Payment and Billing Application

Description of Work

Denver County Court is required to establish an e-filing system by July 1, 2015. As such, they are developing an eFiling system that will essentially provide the same functionality as the ICCES system developed by the State Court Administrator’s Office. Denver County Court will need the same capabilities for billing and reconciliation as provided by the custom Courts Payment and Billing application developed by Colorado Interactive for the State Courts Administrator’s Office. Using the existing State Court Administrator’s Office Payment and Billing Application code-base, Colorado Interactive will create a new, separate and distinct payment and billing application for the Denver County Court.

Acronyms

CI – Colorado Interactive

SIPA – State Internet Portal Authority

DCC – Denver County Court

Deliverables

Assumptions

- All reasonable efforts will be made to meet the dates identified within this work order as all requirements and constraints are known and understood at the time this work order is executed. A formal Project Management Plan will be developed as part of the project management process that will further elaborate, define and confirm project dates.
- The current State Court Administrator’s Office Payment and Billing Application will meet all of the business needs for the DCC Payment and Billing Application and will require no modifications to meet DCC’s business requirements. If at any time during project execution it is determined that application modifications are needed to meet DCC’s business requirements, all deliverable and milestone dates will be re-evaluated to determine if any date changes are required due to changes in scope.
- Entity Partner will return fully executed Payment and Billing Application Work Order (“Work Order”) to SIPA by January 8, 2015.
- CI will provide draft Project Management Plan by January 22, 2015.
- CI will provide Code Table data exports by January 22, 2015.



Linking businesses & citizens to government

- Entity Partner will be available to complete work according to timeline established in the project plan.
- Separate organization accounts will be established for all DCC Organizations.
- CI will define a solution that will enable DCC staff and user organizations to differentiate between ICCES and DCC user accounts.
- CI will pursue the ability to enable federated organization accounts to potentially eliminate the need for separate organization accounts in the future.
- Funds will be dispersed the following business day. The business day cycle will be from 12:00 a.m. to 11:59 p.m.

Service Deliverables

- Project Management – Project to be completed by July 1, 2015.
- Customer Support – Ongoing.

Software Deliverables

- DCC Payment and Billing Application to be live by July 1, 2015 which includes:
 - Billing (Organization) Interface that enables customers to:
 - Run Billing Reports
 - View or Pay Invoices
 - Create Billing Data Exports
 - Set Up AutoPay
 - Reporting (Reconciliation) Interface that enables courts staff to:
 - Run Reconciliation Reports
 - Create Reconciliation Data CSV Exports
- The target date for the training environment to be functional and available for interactive testing is February 16, 2015.

Other Deliverables

- Training for court staff.

Colorado Interactive Project Manager

Chuck Tate

Office: 303-534-3468 x111

Mobile: 303-324-2727

cetate@www.colorado.gov

Entity Project Manager

William Charles Heaney, Deputy Court Administrator

Office: 720-865-7801

Bill.Heaney@denvergov.org

Project Sponsor

Terrie Langham, Court Administrator

Office: 720-865-7830

Terrie.Langham@denvergov.org

Customer Support



Linking businesses & citizens to government

Entity Project Manager will be responsible for Tier 1 support. Colorado.gov will be responsible for Tier 2 and Tier 3 support issues escalated to it. Specific support details will be outlined in Project Plan.

Colorado.gov will provide customer support for this service through the Colorado.gov Service Desk. The Service Desk will pass issues and policy questions beyond the scope of the service to the DCC. Specific support details will be outlined in Project Plan.

Infrastructure Impact

No significant impacts or dependencies on the Entity Partner's infrastructure are anticipated.

Security

This application may collect, store and transmit personally identifiable information. CI will utilize security best practices that are in compliance with CI and the State of Colorado security policies to protect this information.

Any deviation from these best practices may only be made upon a written request from the Entity Partner. CI reserves the right to terminate this Work Order if CI reasonably deems that these deviations would place unacceptable risks on CI, SIPA or other entities with whom CI and SIPA conduct business.

Implementation

Once requirements have been gathered, written and approved by the Entity Partner and CI; CI will provide an estimated project schedule. The project schedule is based on the current CI project queue and level of effort estimates for all stages of application development lifecycle, which include prototype design, development, testing, system configuration and production implementation. The project schedule will be reviewed by Entity Partner and CI during an established project plan review meeting. The project schedule, including the start date, is subject to mutual approval by Entity Partner and CI.

During the development process, unforeseen delays may occur. In the event of an unforeseen delay, CI will immediately notify the Entity Partner and SIPA of any required changes in projected dates. The Entity Partner will notify CI and SIPA of any changes in their ability to meet any of their performance obligations of the project.

CI shall not be liable for any delay in performance under this Work Order to the extent said delays are proximately caused by factors beyond CI's reasonable control and occurring without its fault or negligence, including failure of applications, infrastructure, other government entities or private sector parties, to meet performance obligations in a timely manner relative to this project. Dates by which performance obligations are scheduled to be met, will at minimum be extended for a period of time equal to the time lost due to any delay so caused.

Statutory, Filing, Service and Subscription Fees Collected

All Statutory, Filing and Service fees will be collected as documented in a separate specifications document.

The standard annual subscription fee of \$75 per organization account will be waived for all users of the DCC e-filing system for the same term the State Court Administrator's Office funds the annual subscription fees for all ICCES organizations. The current term for the State Court Administrator's Office ends June 30, 2015. If the State Court Administrator's Office elects to pass on the \$75 fee to their ICCES customers, Denver County Court will do the same. DCC will not pay user organization account fees at any time.

Remittance Provisions



Linking businesses & citizens to government

Funds will be remitted to the Entity Partner’s bank account on the next business day following the filing transaction.

Fee Collected on Behalf of Portal

For all applicable filing and service transactions, as documented in a separate specifications document, a portal fee of \$1.90 will be collected.

Additional Terms

CI agrees (and is contractually bound) to follow all confidentiality requirements set by Entity.

CI will be responsible for the maintenance of the code base underlying this service. This service and database will reside on CI infrastructure within a data center that is mutually agreed upon by SIPA and CI.

This Work Order will be coterminous with the State’s Master Contract with CI unless one of the parties elects to terminate the Work Order by giving thirty days written notice to the other parties.

Entity must give CI a reasonable amount of time to update and support this service when changes to requirements are made or requested.

This Work Order is a supplement to, and subject to the terms and conditions of, the Eligible Governmental Entity Agreement between SIPA and Entity.

This service is being developed for DCC to accommodate users not serviced by the State’s portal known as Colorado.gov.

If the online service described in this Work Order is related to the provision of vital public services, such as utilities, that affect the welfare of citizens and businesses, the Entity agrees not to rely solely upon the online service in taking adverse action to terminate or reduce such service without giving the citizen or business the opportunity to validate the reported information.

Nothing in this Work Order creates a direct or contingent payment obligation for the Entity Partner. CI and Entity Partner anticipate subsequently entering into an agreement and scope of work for the completion and payment of the work described herein.

DocuSigned by:

Terrie Langham

January 13, 2015

58EA3E2F410B4DE...
Terrie Langham, Denver County Court Administrator
Denver County Court

01/08/2015

DocuSigned by:

Gregg Rippy

January 12, 2015

D19BF867D93C468...
Gregg Rippy, Executive Director
State Internet Portal Authority

01/08/2015

DocuSigned by:

Fred Sargeson

January 12, 2015

CDD5F5BF85E9480...
Fred Sargeson, General Manager
Colorado Interactive, LLC

01/08/2015

EXHIBIT B

**COLORADO STATEWIDE INTERNET PORTAL AUTHORITY
PORTAL INTEGRATOR CONTRACT
WITH
COLORADO INTERACTIVE, LLC**

TABLE OF CONTENTS

DRAFT: March 5, 2014

1. PARTIES: This Portal Integrator Contract (“Contract”) is entered into by and between the Colorado Statewide Internet Portal Authority (“SIPA”) and Colorado Interactive, LLC (“Contractor”) (collectively “Parties”) to be effective May 1st, 2014 (the “Effective Date”). SIPA and Contractor hereby agree to the following terms and conditions.

2. RECITALS

A. Authority and Approval: SIPA is authorized to enter into contracts pursuant to C.R.S. § 24-37.7-104 (1)(e) and C.R.S. § 24-37.7-105 (1)(e) with a portal integrator to manage the State Portal (defined below). If SIPA enters into a contract with a portal integrator, pursuant to C.R.S. § 24-37.7-104(2), SIPA does so pursuant to a request for proposal (RFP). SIPA issued RFP # SIPA PI-02, Portal Integrator Contractor to Operate, Support, and Maintain a Statewide Internet Web Portal, Request for Proposals on June 19, 2013. Contractor submitted its bid in response to the RFP on July 26, 2013.

B. Relationship of the Parties: The Contractor is currently the Portal Integrator (defined in C.R.S. § 24-37.7-101) managing the State Portal under the “Master Contract with Integration Contractor to Design, Build, Operate, Maintain and Enhance a Statewide Internet Web Portal” (“Master Contract”). The initial Master Contract was entered into on May 2, 2005, with NICUSA, Inc., a company organized and existing under the laws of Kansas. Contractor is a wholly owned subsidiary of NICUSA. This Contract, on its effective date, replaces the “Master Contract” as amended.

C. Nature of Work: Under the Master Contract, Contractor provided Task Order work (defined below in Section 3.0.) in addition to Portal Services work (defined below in Section 3.0.), which involved maintenance of the State Portal (also defined below in Section 3.0.). Under a Task Order, an Eligible Governmental Entity pays for work, services or applications, or such work, services and applications are paid for through Contractor’s collection of fees from end users, according to a defined scope of work. The Parties intend to continue this arrangement whereby Contractor will, from time to time, perform work under the Task Order process in addition to Portal Services.

D. References: All references in this Contract to sections, subsections, exhibits, or other attachments, are references to sections, subsections, exhibits, or other attachments, except for references to statutes and regulations, contained herein or incorporated as a part hereof.

3. DEFINITIONS

These definitions represent binding covenants which are a material part of the Contract:

A. Affiliate. “Affiliate” means any corporation or other entity controlled by, controlling, or under common control with Contractor.

B. Authorized Contractor. “Authorized Contractor” means a contractor who is engaged by SIPA following termination of this Contract to assist in the Permitted Use of the Contractor Software provided, however, that such Authorized Contractors shall be subject to the same confidentiality limitations as SIPA, and have executed the Non-Disclosure Agreement attached hereto as Exhibit G.

C. Contract Administration Fees. “Contractor Administration Fees” means the fees defined in Section 6.B.b. that are due SIPA as a result of Contractor’s operations.

D. Contractor Records. “Contractor Records” means all books, records, documents, and electronic files that pertain to Contractor’s business or operation, or to that of its corporate parent, affiliate, or subsidiary (as contrasted to Portal Records).

E. Contractor Software. “Contractor Software” means the software applications developed by Contractor or the NICUSA affiliated companies which are in use with the State Portal, together with any new applications, software updates or upgrades made by Contractor or the NICUSA affiliated companies and used on the State Portal, as of the date of termination of the Contract, but excludes Third Party Software and, in addition, does not include any of the software, data or information hosted by Contractor or its Affiliates that are used in any Electronic Service provided hereunder.

F. Electronic Services. “Electronic Services” means readily available services provided through hardware, software and network infrastructure hosted by Contractor or another of its Affiliates that enable applications developed by Contractor or any of its Affiliates, to authorize and capture credit and debit cards for payments; to process all other forms of Electronic Funds Transfer, and to manage the registration of Users and the online transaction logging data, and the billing and collection of funds, for Portal Users of fee services. It includes such other online services as may be from time to time developed by an Affiliate outside of this Contract and made available to SIPA through Contractor.

G. Eligible Governmental Entity. “Eligible Governmental Entity” or “EGE” means a state agency or local government defined in C.R.S. § 24-37.7-101.

H. Eligible Governmental Entity Agreement. “Eligible Governmental Entity Agreement” means an agreement between SIPA and an EGE.

I. Exhibits. The following are attached hereto and incorporated by reference herein: **Exhibit A-1** (Pricing Schedule); **Exhibit A-2** (Pricing Schedule for Task Order work); **Exhibit B-1** (Project Management and Communication Requirements); **Exhibit B-2** (Operations Requirements); **Exhibit B-3** (Infrastructure Requirements); **Exhibit B-4** (Business and Strategic Planning Requirements); **Exhibit B-5** (Application/Primary Functions Requirements); **Exhibit B-6** (Reporting and Other Requirements); **Exhibit B-7** (List of Contract Deliverables); **Exhibit C** (Service Level Agreement); **Exhibit D** (sample Task Order); **Exhibit E** (sample Work Order); **Exhibit F** (Contractor’s Bid Response to RFP captioned “Portal Integrator Contractor to Operate, Support, and Maintain a Statewide Internet Web Portal”); and **Exhibit G** (Authorized Contractor Form Non-Disclosure Agreement). No other exhibits or attachments are incorporated herein.

J. Net Revenue. “Net Revenue” means Total Fees less (1) Statutory Fees, (2) credit card fees, (3) bank processing fees, (4) Automated Clearing House (ACH) fees, (5) other third-party fees related to payment processing, (6) the amounts paid to the Department of Revenue (DOR) for Driver Histories and Motor Vehicle Title and Lien records under the separate Vendor Agreement with DOR, (7) any revenue from SIPA-issued Task Orders, and (8) and penalties, if any, assessed under Exhibit C, hereto. Should any sales and use, value added, or other similar taxes (but excluding taxes based upon the income of Contractor) be imposed on the services at any time during the term of this Contract, such taxes will be automatically passed through Contractor to Users. As a result, any such taxes paid by Contractor will also be deducted from Total Fees in determining Net Revenue.

K. Permitted Uses. “Permitted Uses” means use of the functionality of the Contractor Software to permit Users to access government information, governmental and other sites, and to perform State governmental licensing, registration and similar transactions pursuant to this Contract. The term “Permitted Uses” excludes any commercial sale, licensing or other transfer or use for commercial purposes.

L. Personally Identifiable Information. “Personally Identifiable Information” (“PII”) means, Personal Information, as defined in Colo. Rev. Stat. 6-1-716 (the “Breach Notification Statute”), or any successor statute.

M. Portal Accounts. “Portal Accounts” means accounts established and maintained by Contractor pursuant to Section 6.B.d. for receipt of Statutory Fees, Transaction Fees and Contract Administration Fees. Contractor shall ensure that all Portal Accounts shall comply with the Public Deposit Protection Act, C.R.S. § 11-10.5-101 et seq. to the extent such compliance is required by applicable law.

N. Portal Records. “Portal Records” means all books, records, documents, and electronic files related to the operation of the State Portal (excluding Contractor Records).

O. Portal Resources. “Portal Resources” means the resources, including, without limitation, staffing and capital assets, available to the Contractor for application development, deployment, management, marketing, and operation of the State Portal,

together with associated costs, expenses, reserves, and margin, funded through the Contractor's portion of the Transaction Fees collected. The Portal Resources will be projected annually in the Portal Business Plan and updated in monthly reports.

P. Portal Services. "Portal Services" means those services intended to be continuous services including those pursuant to an EGE Agreement, but always pursuant to a Work Order, funded with Total Fees, and contrasted with Task Order services throughout the Contract.

Q. Protected Health Information. "Protected Health Information" shall have the meaning given such term in section 106.103 of title 45, Code of Federal Regulations, as may be amended from time to time.

R. Source Code. "Source Code" means the source code for the Contractor Software.

S. SIPA Statute. "SIPA Statute" means C.R.S. § 24-37.7-101 et seq.

T. Statutory Fees. "Statutory Fees" means those fees, taxes, and assessments established by statute, ordinance, resolution, or other law or regulation (excluding Transaction Fees), charged by a relevant EGE to obtain a copy of a record, obtain a license or permit, or to otherwise engage in a transaction with that EGE.

U. State Portal. "State Portal" or "Portal" means "statewide internet portal" as defined in C.R.S. § 24-37.7-101 and includes the Internet-based, electronic gateway, owned by SIPA, that permits online access to certain government information and services presently located at www.Colorado.gov. The State Portal is developed and managed by Contractor pursuant to this Contract.

V. Task Order. "Task Order" means a document in the form of **Exhibit D** that is used for tasks or projects intended to be funded with EGE funds (not Total Fees).

W. Third Party Software. "Third Party Software" means any software, service, documentation or other product that is created by a third party and purchased or obtained by Contractor. It includes, without limitation, open source software, code and products.

X. Transaction Fees. "Transaction Fees" means those state portal administration fees related to transactions, electronic access, or electronic delivery charges associated with a transaction with electronic delivery of a record, or electronic filing of a transaction, through the State Portal, or any other transaction with an EGE, which are established in connection with the State Portal or otherwise specifically identified in an EGE Agreement as a Transaction Fee.

Y. Total Fees. "Total Fees" means those fees equal to Transaction Fees and Statutory Fees associated with a transaction with an EGE.

Z. User or Customer. “User” or “Customer” means the end users or customers of Portal Services. Users can mean those who use online services for a fee or use free services depending on the context.

AA. Work Order. “Work Order” means a document in the form of **Exhibit E** which is used for Portal Services work.

4. TERM

A. Initial Term. The initial term of this Contract will begin on 12:00 a.m., May 1, 2014 and expire on April 30, 2019 at 11:59 p.m., Mountain Time.

B. Renewal. The Contract may be renewed up to an additional four (4) years, in increments of one (1), or two (2) years, at the sole discretion of SIPA, if approved by the SIPA Board of Directors. SIPA shall provide notice of its decision to renew or not renew the Contract at least six (6) months in advance.

5. STATEMENT OF WORK

A. General Statement: Under the Master Contract, Contractor performed two basic types of work for SIPA and its EGE clients: Task Order work and Portal Services. Contractor will continue to provide both Task Order work and Portal Services under the terms and conditions set forth in this Contract. A Task Order will be developed for each instance of Task Order work. A Work Order will be developed for each new Portal Service. The agreement of Contractor to Task Orders or Work Orders under the EGE agreements, as evidenced by Contractor’s signature, will be required before any Task Order or Work Order is effective.

B. Changes to Task Orders and Work Orders. Any changes to Tasks Orders and Work Orders shall require written consent of SIPA, Contractor and relevant EGE (if applicable). SIPA and Contractor shall work together to define a written change order process for Task Orders and Work Orders. The change order process may be modified from time to time, subject to the written agreement of the parties.

C. Task Order Work

i. Basic Requirements. All Task Orders will be defined, negotiated, and ordered pursuant to the agreement of the Parties based on the rates established in Exhibit A-1, as may be updated by the parties from time to time, and are subject to the same terms and conditions established in this Contract, unless expressly provided for otherwise in the Task Order. Contractor shall provide hardware and personnel services and provide or develop software necessary to perform the Task Order work, unless otherwise set forth in the Task Order. Each Task Order shall specify the work to be performed, objectives, level of effort, third party activities, appropriate EGE policies, standards, guidelines, costs, business case, funding source, key personnel, deliverables, acceptance criteria, and

performance schedule (if applicable). Additionally, if mutually agreed to by the parties, a Task Order may include provisions under which Contractor may be liable for liquidated damages as a result of failure to meet specified milestones; however, in no event shall such liquidated damages be assessed for delays or failures caused by a Force Majeure event (as defined in Section 14) or delays beyond the reasonable control of Contractor, including, without limitation, those resulting from actions or omissions of an EGE or SIPA. If an EGE elects to receive liquidated damages under a Task Order, such remedy shall be in lieu of recovery of actual damages. SIPA must approve all Task Orders or other requests from EGEs.

ii. No Guaranty. Contractor understands that there is no guaranteed minimum commitment by SIPA to issue Task Orders pursuant to this Contract. Changes to terms, conditions, and prices specified, or other provisions of the contract shall be completed by formal amendment and signed by SIPA and the Contractor.

iii. Form. Contractor will perform work pursuant to an approved Task Order, the form of which is set forth in **Exhibit D** (sample Task Order).

iv. EGE Agreements. An EGE Agreement between SIPA and an EGE is required as a precondition to receiving Task Order work.

D. Portal Services

i. Basic Requirements. Contractor shall provide hardware and personnel services, and provide or develop software necessary to make the State Portal (as defined generally in the SIPA Statute) fully operational. Contractor shall provide services including operating and providing support for the State Portal; provide applications for transactions with EGEs in which Total Fees are collected; provide applications not involving a fee; and provide new applications as agreed to between SIPA and Contractor pursuant to the Specific Requirements immediately below in Section 5.C.b. and the applicable Work Orders.

ii. Specific Requirements. Contractor will provide Portal Services consistent with the overall scope outlined in **Exhibit F** (Contractor's Proposal to RFP No. SIPA-PI-02 Bid captioned "Portal Integrator Contractor to Operate, Support, and Maintain a Statewide Internet Web Portal), as applicable, and per the applicable Work Order. Contractor shall also comply with **Exhibit B-1** (Project Management and Communication Requirements); **Exhibit B-2** (Operations Requirements); **Exhibit B-3** (Infrastructure Requirements); **Exhibit B-4** (Business and Strategic Planning Requirements); **Exhibit B-5** (Application/Primary Functions Requirements); **Exhibit B-6** (Reporting and Other Requirements); and **Exhibit C** (Service Level Agreement).

iii. Form. Contractor will perform work pursuant to an approved Work Order, the form of which is set forth in **Exhibit E** (sample Work Order).

iv. EGE Agreements. An EGE Agreement between SIPA and an EGE is required as a precondition to receiving Portal Services.

v. Deliverables and Timelines. Contractor will supply the deliverables in the timeframes noted in **Exhibit B-7** (List of Contract Deliverables).

vi. SIPA Responsibilities.

a. Oversight. SIPA will oversee Contractor activities throughout the term of the Contract. SIPA will review critical Contract Deliverables (defined in **Exhibit B-7**) and provide input into the design and content of these Contract Deliverables. SIPA will provide the Contractor with formal approval of all project requests and Task Orders for EGE requests for online government services through the Portal. SIPA will also oversee the status of Work Order and Task Order projects, including risks, issues, schedule, and quality of work performed.

b. Liaison. SIPA will act as a liaison between its contractor(s) and other agencies and stakeholders, including EGEs. SIPA will help facilitate communications between the parties to ensure that projects have a successful transition and implementation. SIPA's Executive Director will act as the primary contact point for Contractor's Account Executive and will escalate necessary issues and risks to the appropriate SIPA stakeholders. SIPA's Project Manager(s) will also coordinate the participation of SIPA and other stakeholders in Contractor project and Portal status meetings throughout the term of the Contract.

c. Access to SIPA Systems. SIPA will work with Contractor to secure necessary access for Contractor staff to SIPA licensed systems, such as Salesforce.com, to support the scope of work.

E. Employees: All persons employed by Contractor or any subcontractors to perform Task Order work or Portal Services shall be Contractor's or any subcontractor's employees for all purposes hereunder and shall not be employees of SIPA or any EGE for any purpose as a result of this Contract.

F. Acceptance.

i. The Contractor shall submit a notice of completion to an EGE when the corresponding Task Order or Work Order work or part thereof has been completed.

ii. EGE shall, within sixty (60) days from the date of receipt of the notice of completion, notify the Contractor in writing of any defect(s), defined below. Failure of EGE to so notify the Contractor shall be deemed acceptance of the work.

iii. EGE may require the Contractor to perform the services again in material conformity with functional specifications, with no additional payment. When defects in the service cannot be corrected by re-performance, EGE may (1) require the Contractor

to take necessary action to ensure that the future performance conforms to Task Order requirements and (2) equitably reduce the agreed consideration due the Contractor from EGE, if applicable, to reflect the reduced value of the work.

iv. Once the EGE has deemed acceptance of the Work, either in writing or the expiration of sixty (60) days, SIPA shall invoice the EGE in the amount due for the Work accepted. The amount invoiced by SIPA will have a payment term of 45 days.

6. PAYMENTS, FEES AND ACCOUNTS

A. Payments for Task Order Work: The amount due for any Task Order work shall be a negotiated item using the fee structure set forth in **Exhibit A-2**. The amounts set forth in **Exhibit A-2** may be modified from time to time based upon the mutual agreement of the Parties. Payments for Task Order work include any amounts due SIPA as part of the Contract Administration Fee. The billing and invoicing procedures will be established by the parties from time to time.

B. Fees Arising From Portal Services.

i. Collection of Fees and Transaction Charges. Contractor shall collect Statutory Fees and Transaction Fees from Users of services approved for assessment of Transaction Fees (e.g., for electronic record delivery or electronic transmission filing); such fees shall be recommended by Contractor in consultation with EGE, but are subject to the approval of SIPA. A change to a Transaction Fee must be approved by Contractor, the EGE and SIPA. Contractor shall establish an accounting capability for Total Fee collection, distribution functions, and fund tracking mechanism. This accounting capability shall include a numbered chart of accounts, books of original entry of all transactions, appropriate subsidiary ledgers, a general ledger that includes to-date postings, and an audit trail through financial statements. The accounting capability for Total Fee collection and distribution functions shall also include reports, both summary and detailed, that reasonably serve the needs of the EGEs for balancing purposes. Such reports shall be developed by Contractor in consultation with EGEs.

ii. Contract Administration Fees. Consistent with **Exhibit A-1**, if applicable, Contractor shall pay SIPA Contract Administration Fees payable monthly to SIPA equal to the total of two amounts, as set forth in this paragraph. The first amount shall be \$37,500 per month (Base Fee) and will be adjusted on July 1, 2014 and thereafter on an annual basis in accordance with the Denver Boulder Greeley Consumer Price Index; provided, however, that: (i) in no event shall any such annual increase exceed 2%; and (ii) at no time regardless of a negative Denver Boulder Greeley Consumer Price Index shall the base fee decrease from its annual amount. The second amount shall equal seven percent (7%) of Net Revenue received for the applicable month. Beginning in Fiscal Year 2016/2017, this second amount shall increase to seven and one-half percent (7.5%) of Net Revenue received for the applicable month and will remain at seven and one-half percent during the remainder of the Contract term.

iii. Portal Accounts; Handling of Total Fees. Contractor shall continue to maintain one or more Portal Accounts for the collection and deposit of Total Fees. Contractor shall be responsible for the timely billing and collection of Statutory Fees and for the billing and collection efforts for Transaction Fees associated with the Portal Services. Contractor shall make all disbursements from the Portal Account(s) in accordance with the following.

Contractor shall pay, from Total Fees collected for electronic access to records and for transactions through the State Portal:

- a. All Statutory Fees as provided in the respective agreements with EGEs.
- b. The Contract Administration Fees.
- c. All operating and administrative expenses for the State Portal including but not limited to hosting, maintenance, performance monitoring, management of portal applications and web pages, disaster recovery planning, and other expenses necessary for the successful operation of the State Portal, as detailed in this Contract.
- d. Contractor shall be entitled to retain any sums remaining after payments of the amounts identified above as compensation for Portal Services.

iv. Payment Cycle. Total Fees generated by Portal Services shall be deposited in the appropriate Portal Account(s). Contractor shall utilize Portal Accounts that comply with the Public Deposit Protection Act, C.R.S. § 11-10.5-101 et seq. to the extent such compliance is required by applicable law. Contractor shall pay and deliver all Statutory Fees received through transactions involving monthly billing accounts (including batch and bulk services) not later than within the following thirty (30) calendar day payment period or cycle (as established by applicable EGE Agreement) immediately after actual, good funds receipt of said fees by the Contractor (and in any event, within sixty (60) calendar days from the date of the transaction). Where Statutory Fees are paid through transactions involving the instant payment of fees at the time of the transaction (by credit card, debit card, or ACH transaction) Contractor shall pay and deliver all such Statutory Fees due within the timeframe prescribed in the applicable EGE Agreement. Under no circumstances shall the timeframe for remitting received Statutory Fees exceed sixty (60) calendar days from the usage date or sale date. Any funds in the Portal Account deemed by the Contractor to be “idle” or “excess” funds (not required to meet immediate needs) may be deposited or invested by Contractor in such manner consistent with Colorado law involving public funds until such funds are needed. Any interest earned will be reported separately as part of operation of the State Portal and be devoted to operation of the State Portal in the same manner as other proceeds from operation of the State Portal. Notwithstanding the foregoing, a different payment cycle may be agreed to by the parties pursuant to a Task Order or Work Order.

v. Taxes. SIPA is exempt from all federal excise taxes under IRC Chapter 32 (No. 84-730123K) and from all state and local government sales and use taxes under CRS §§

39-26-101 and 201 et seq. (and as may be amended). Such exemptions apply when materials are purchased or services are rendered to benefit SIPA, provided that certain political subdivisions (e.g., the City of Denver) may require payment of sales or use taxes even though the product or service is provided to SIPA. These sales or use taxes will not be reimbursed by SIPA. Contractor shall be responsible for, and shall hold SIPA harmless from, all taxes, duties, and similar liabilities of Contractor arising under Contractor's (or its parent's) national, federal, state, or local laws, and which become due by reason of the performance of the work under this Contract or any subcontract hereunder, and shall comply with any requirements of such laws as may be necessary to effectuate this Contract.

7. RIGHTS IN DATA, COMPUTER SOFTWARE, AND INTELLECTUAL PROPERTY

A. License Rights Following Termination for Cause or Expiration of the Contract.

Upon the termination of the Contract by SIPA for Cause (as set forth in Section 13(A)) or upon expiration of the full term of the Contract, Contractor shall grant to SIPA or any successor entity a perpetual, personal, cost-free, fully paid-up, non-exclusive, non-transferable license(s), without the right to grant sublicenses, host (in object code only), copy, modify, enhance, use, and execute Contractor Software and Source Code for the Permitted Uses, subject to the limitations of this Contract. Specifically, under such separately provided license, SIPA (and any Authorized Contractor) will have the right to: (1) make copies of the Contractor Software and Source Code, for backup purposes and for development of modifications for the Permitted Uses; (2) modify the Contractor Software or Source Code as may be required or desirable for the maintenance or enhancement of the Contractor Software or the State Portal; (3) load the Contractor Software on any servers for the Permitted Uses; (4) use SIPA employees or authorized contractors to maintain, repair, modify, or enhance Contractor Software, Source Code, or the State Portal for the Permitted Uses; (5) allow EGEs access to and use of the Contractor Software for the Permitted Uses; and (6) allow Users access to the functions of the Contractor Software (but not Source Code) through the State Portal solely for Permitted Uses.

B. Option of SIPA after Other Forms of Termination. Upon the termination by either party of the Contract pursuant to the terms thereof (other than termination by SIPA for Cause, as identified in Section 7.A. above), SIPA may, at its sole option, purchase a license to Contractor Software upon the payment of the applicable license fee. At the request of SIPA, Contractor shall provide an estimate for the applicable license fee on an annual basis. This fee shall be calculated consistently with fees charged other similarly situated entities with which Contractor does business. Such license(s) shall be a perpetual, personal, cost-free, fully paid-up, non-exclusive, non-transferable license(s), without the right to grant sublicenses, host (in object code only), copy, modify, enhance, use, and execute the Contractor Software and Source Code for the Permitted Uses, subject to the limitations of this Contract. If purchased by SIPA, SIPA (and any Authorized Contractor) will have the right to: (1) make copies of Contractor Software and Source Code, for backup purposes, and for development of modifications for the Permitted Uses; (2) modify the Contractor Software or Source Code as may be required or desirable for the maintenance or

enhancement of the Contractor Software or the State Portal; (3) load the Contractor Software on any servers for the Permitted Uses; (4) use SIPA employees or authorized contractors to maintain, repair, modify, or enhance the Contractor Software, Source Code, or the State Portal for the Permitted Uses; (5) allow EGEs access to and use of the Contractor Software for the Permitted Uses; and (6) allow Users access to the functions of the Contractor Software (but not Source Code) through the State Portal solely for Permitted Uses. The grant of the perpetual license pursuant to this Section 7.B. and access to the Source Code under such grant shall become effective upon payment of the license fee by SIPA (which will occur simultaneously with the issuance of the license agreement for the Contractor Software).

C. Electronic Services. During the term of this Contract, Contractor will provide access to the functionality of the Electronic Services through the Portal, for the Permitted Uses. Access to the Electronic Services for Contractor shall terminate upon termination of this Contract; provided however, that SIPA or any subsequent contractor operating the portal may contract for Electronic Services separately and apart from Contractor. Neither SIPA nor any EGE have any rights to have or to make copies or archival copies of any software used in the Electronic Services during the term of the Agreement or following its termination or expiration.

D. Reservation of Rights by Contractor. All intellectual property rights contained in the Contractor Software and Source Code, including all modifications, revisions, corrections or enhancements thereto, and any concepts, ideas, methods, methodologies, procedures, processes, templates, screen designs, works of authorship, materials and know-how shall be the sole property of Contractor. SIPA or its Authorized Contractor shall not be obligated to notify Contractor of any modification, revisions, correction of enhancements to any Contractor Software. Contractor reserves all rights not expressly licensed to SIPA under this Contract. Any and all copies of the Contractor Software or the Source Code made by SIPA shall bear Contractor's notice of copyrights, and other restrictive legends on the Contractor Software and Source Code provided by Contractor

E. Reservation of Rights by SIPA. All State Portal content, and all property, data, and information furnished by or on behalf of SIPA or an EGE to Contractor shall be and remain the sole property of SIPA or such EGE. At the conclusion of the Contract, for any reason, Contractor will return all data, if requested, to SIPA or an EGE, the timing of which shall be agreed upon by the Contractor and SIPA or the EGE. Once the data is returned, Contractor will provide proof of destruction for all data, information and records.

F. SIPA Modifications. The Parties agree that if SIPA or any Authorized Contractor makes any modifications or enhancements to the Contractor Software, Contractor shall own such modifications or enhancements and SIPA's right to use the same shall be the same as the rights and limitations to use the Contractor Software for Permitted Uses.

G. License Rights to Third Party Software. Upon the granting of a license to the Contractor Software, license rights to Third Party Software used to operate the State Portal shall be assigned and transferred to SIPA subject to any necessary requirements, to the

extent the same are transferable according to the applicable license terms. Any license transfer fees shall be the responsibility of SIPA. Notwithstanding anything to the contrary, Contractor makes no warranties with respect to Third Party Software and other materials assigned to SIPA pursuant to this Section 7(F) and the only warranties SIPA receives are the transferable warranties, if any, made by third party licensors and vendors. Without limiting the foregoing, it is agreed that Contractor shall not have any liability with respect to open source software, products or code, it being understood that such items are provided "AS IS."

H. Contractor Obligations Upon Termination. Following the termination or expiration of this Contract, Contractor has no responsibility or liability for the maintenance, updates, or modification to the Contractor Software and shall not be responsible for any changes to the Contractor Software or the environment upon which it is run made by SIPA or by its Authorized Contractors.

I. Contractor Cooperation. Contractor shall cooperate in all ways reasonably necessary to ensure that SIPA may obtain, exercise, or protect its rights under this Section 7. Contractor shall ensure that any and all of its subcontractors or suppliers of any tier are obligated to do what is necessary in order to fulfill SIPA's rights granted under this Section 7. Contractor warrants that it has or will obtain full power and authority to carry out the provisions of this Section 7 from all persons and other entities who perform any work under this Contract or any subcontract related hereto.

J. Escrow. Contractor, at its expense, shall deposit on a quarterly basis the Source Code for the most recent version of Contractor Software (but excluding Third Party Software and Electronic Services) together with the available program documentation and programmer's notes used in the State Portal, in escrow with a neutral third party to be mutually chosen by Contractor and SIPA under the terms of an escrow agreement satisfactory to SIPA, Contractor and the Escrow Agent. Over the term of the Contract, Contractor will have the authority to remove superseded Source Code. Source Code shall be delivered to SIPA by the Escrow Agent in the event: (1) Contractor is declared bankrupt or is the subject of any liquidation or insolvency proceeding which is not dismissed within ninety (90) days; (2) Contractor is required to deliver Source Code as provided in Section 7 above; or (3) as otherwise provided in the escrow agreement.

Contractor shall either, such choice to be at its election: (i) conduct annual tests of programming code in the escrow account or (ii) coordinate an annual procedure by which, Contractor can confirm through use of a third party or third party software, that the code being escrowed is the same code currently in production. Contractor shall allow SIPA to conduct at SIPA's expense a second verification procedure of the code being escrowed.

Contractor acknowledges that it will deliver a copy of the escrow agreement with the Escrow Agent to SIPA. Contractor shall obtain the consent of SIPA, in writing, any amendment to the escrow agreement that negatively impacts SIPA, any change in the escrow agent, any replacement, or successor escrow arrangements. Contractor shall notify SIPA of any change to the escrow agreement. The cost of the Source Code escrow shall be borne by Contractor. Contractor shall have the authority to terminate the escrow undertaking upon the earlier to occur of (i) ninety (90) calendar days after Contract

termination, or (ii) upon the escrow agent's delivery of the escrowed Contractor Software to SIPA. SIPA agrees that the Source Code shall be treated as Confidential Information of Contractor notwithstanding termination or expiration of the Contract.

K. Contractor's Duty to Indemnify Regarding Intellectual Property. Contractor shall defend, at its sole expense, any claim(s) or suit(s) brought against SIPA alleging that the use by SIPA of any Contractor Software constitutes infringement of any patent, copyright, trademark, or other proprietary rights, provided that (i) SIPA, through its Board of Directors, gives Contractor written notice within twenty (20) calendar days of receipt by SIPA of such notice of such claim or suit, (ii) SIPA provides assistance and cooperation to Contractor in connection with such action, and; (iii) Contractor has sole authority to defend or settle the claim. Contractor shall consult with SIPA, through its Board of Directors, regarding such defense and SIPA may, at its sole discretion and expense, participate in any defense. Should SIPA not choose to participate, Contractor shall keep SIPA advised of any settlement or defense.

L. Contractor Liability. Contractor shall have the liability for all such claims or suits for which the Contractor has an obligation to defend as set forth in Section K, above, except as expressly provided herein, and shall indemnify SIPA for all liability incurred by SIPA as a result of such infringement. Contractor shall pay all reasonable out-of-pocket costs, expenses, and damages finally awarded by a court of competent jurisdiction, regarding such claims or suits.

M. Remediation. If the Contractor Software, or any part thereof, becomes the subject of any claim, suit or proceeding for infringement of any patent, trademark or copyright, or in the event of any adjudication that the Contractor Software, or any part thereof, infringes any patent, trademark, or copyright of, if the use of the Contractor Software, or any part thereof, is enjoined, Contractor, after consultation with SIPA, shall do one of the following at Contractor's expense in a commercially reasonable time and in a commercially reasonable manner: (1) produce for SIPA the right under such patent, trademark or copyright to use the Contractor Software or such parts thereof; (2) replace the Contractor Software, or parts thereof, with other suitable products or parts conforming to the original license and SIPA specifications; or (3) suitably modify the Contractor Software, or parts thereof. Except as otherwise expressly provided herein, Contractor shall not be liable for any costs or expenses incurred without its prior written notification and authorization.

N. Limitations Due to Alteration. Contractor shall have no obligation to defend against or to pay any costs, damages or attorney's fees with respect to any claim or suit based upon: (1) the use of any altered release if Contractor had not consented to the alteration; (2) the combination, operation or use of the Contractor Software with programs or data which were not furnished by Contractor, if such infringement would have been avoided if the programs or data furnished by persons or entities other than Contractor had not been combined, operated or used with the Contractor Software; (3) the use of open source code, software or products or other Third Party Software, in combination with Contractor Software, or (4) the use of Contractor Software on or in connection with equipment or software not authorized

under the Contract if such infringement would have been avoided by not using the Contractor Software on or in connection with such other equipment or software.

8. CONTRACTOR RECORDS

A. Maintenance. Contractor shall make, keep and maintain a complete file of all records, documents, notes and other written materials, electronic media files, and communications pertaining in any manner to the operation of Task Order, Work Order, or Portal Services. Contractor shall maintain such records until the last to occur of: (1) a period of three years after the date this Contract expires or if sooner terminated; (2) final payment is made hereunder; (3) the resolution of any pending Contract matters; or (4) if an audit is occurring or Contractor has received notice that an audit is pending, until such audit has been completed and its findings have been resolved (collectively, the "Record Retention Period").

B. Inspection. Contractor shall permit SIPA, the federal government and any other duly authorized agent of an EGE or governmental agency to audit, inspect, examine, excerpt, copy, and/or transcribe the Portal Records related to this Contract during the Record Retention Period for a period of three (3) years following termination of this Contract or final payment hereunder, whichever is later, to assure compliance with the terms hereof or to evaluate performance hereunder. SIPA reserves the right to inspect Contractor's work at all reasonable times and places during the term of this Contract, including any extensions or renewals. If the work fails to materially conform with the applicable functional specifications, SIPA, in collaboration with the appropriate EGE as necessary, may require Contractor promptly to bring the work into conformity with functional specifications at Contractor's sole expense. If the work cannot be brought into conformance by re-performance or other corrective measures, SIPA, in collaboration with the appropriate EGE as necessary, may require Contractor to take necessary action to ensure that future performance conforms to Contract requirements and exercise the remedies available under this Contract, at law or in equity, in lieu of or in conjunction with such corrective measures. Contractor shall insure that if federal monies are involved in providing Task Order work or Portal Services, then so long as the Task Order or Work Order expressly provides that such services are being paid for with federal monies, Contractor shall ensure compliance with Office of Management and Budget Circular No. A-133.

9. CONFIDENTIAL INFORMATION

A. Generally. The Parties shall comply with the provisions of this Section 9 if they become privy or have access to confidential information during the term of the Contract. Confidential information includes, but is not necessarily limited to State Portal User information that contains separately identifiable personal and financial information, trade secrets, non-public commercial and financial information of Contractor, personnel records of either party, as well as, with respect to Contractor, the confidential, proprietary, or trade secret information of Contractor or its corporate parent, Affiliates, and subsidiaries, which includes, without limitation, Contractor Records which are non-public, Source Code, Contractor Software, and Electronic Services, and non-public information concerning individuals (collectively, for each party as applicable, "Confidential Information"). Such

information shall not include information in the public domain or obtained by either Party through means independent of the other Party or its Confidential Information.

B. Confidentiality. Contractor and SIPA shall keep all Confidential Information confidential at all times, use commercially reasonable efforts to protect such Confidential Information against unauthorized used and/or disclosure, and comply with all laws and regulations concerning confidentiality of information. Each party shall only use the other party's Confidential Information to fulfill its obligations and responsibilities under this Contract. Notwithstanding anything to the contrary, the disclosure of such Confidential Information under transition assistance to a successor contractor selected by SIPA, or as shared in connection with an audit, shall not affect the confidential nature of Contractor Confidential Information. Paragraphs A. B C (as applicable) and D of this Section 9 shall continue to apply irrespective of any expiration or termination of this Contract.

C. Use, Security, and Retention. Confidential Information of any kind shall not be distributed or sold to any third party or used by the other party or its agents in any way, except as approved in writing by the disclosing party. Each Task Order may designate an EGE as the "disclosing party" for purposes of the EGE's Confidential Information. Contractor shall provide and maintain a secure environment designed to protect the confidentiality of all Confidential Information wherever located.

SIPA acknowledges that Contractor considers its confidential information to be trade secrets and commercial and financial information of Contractor which is not a public record and is not subject to public access. For purposes of any EGE Agreement, SIPA will use its reasonable best efforts to treat Contractor's Confidential Information as SIPA's Confidential Information or to otherwise ensure that EGEs treat Contractor's Confidential Information provided to an EGE under such EGE Agreement with substantially similar treatment as provided by SIPA under this Contract.

D. Colorado Open Records Act. Subject to the requirements of the Colorado Open Records Act, SIPA agrees not to disclose, publicly release, produce for any purpose, including in response to a subpoena or other court or governmental order, without giving Contractor or its successors, assigns, parents, or subsidiaries as much written notice as is reasonably practicable, and an opportunity to object to the disclosure or production of any of the Contractor Confidential Information. Contractor shall provide such reasonable assistance as may be requested by SIPA to comply with this provision.

E. Information Security & Notice.

- i. Contractor shall use commercially reasonable efforts to maintain the security of all information provided to it through the Contract. Within 60 minutes of Contractor becoming aware of a data security breach (for purposes of this Section 9.E., a "Breach"), it shall notify SIPA and the affected EGE(s) and cooperate with SIPA and the EGE(s) regarding recovery, remediation, and the necessity to involve law enforcement, if any. Upon any Breach, Contractor shall be responsible for performing an analysis to determine the cause of the Breach.

ii. In the event that a Breach is the result of the negligence or willful/intentional misconduct of Contractor (for purposes of this Section 9.E., a “Contractor Breach”), and if consumer notification is required by the Breach Notification Statute, Contractor shall be responsible for the cost of notifying each Colorado resident and residents of other States whose personal information may have been compromised. Such notice shall be made as soon as possible within the legitimate needs of law enforcement and in cooperation with SIPA and the affected EGE(s).

iii. In the event of a Contractor Breach, Contractor shall produce a remediation plan to reduce the risk of incurring a similar type of breach in the future. Contractor shall present weekly updates related to the analysis and remediation plan to SIPA and the affected EGE(s). SIPA reserves the right to adjust this plan, within applicable industry best practices, if mutually agreed to by the parties in writing; provided, however, Contractor’s consent will not be unreasonably withheld. If Contractor notifies SIPA it cannot produce the required analysis and plan, SIPA, in its sole discretion, may perform such analysis, produce a remediation plan, and Contractor shall reimburse SIPA for the reasonable costs thereof.

iv. In the event of a breach other than a Contractor Breach, Contractor shall cooperate in the production of a remediation plan at the request of EGE or SIPA.

iv. Contractor shall have no liability or other obligation under this Contract, including this Section 9.E., or under any Task Order or Work Order for any Breach other than a Contractor Breach; provided, however, that unless a Breach was caused by SIPA’s negligence, willful/intentional misconduct or any breach by SIPA of its obligations under this Contract, under no circumstances shall any limitation on Contractor’s liability or responsibility be deemed as shifting any risk to SIPA which shall be held harmless.

v. For security reasons, any disclosures to SIPA as contemplated under this section may include information specifically designated as “confidential” and shall be treated by SIPA as such. Contractor and SIPA shall cooperate with each other in any public disclosures related to any Contractor Breach.

10. CONFLICTS OF INTEREST: Contractor shall not engage in any business or personal activities or practices or maintain any relationships which conflict in any way with the full performance of Contractor’s obligations hereunder. Contractor acknowledges that with respect to this Contract, even the appearance of a conflict of interest is harmful to SIPA’s interests. In absence of SIPA’s prior written approval, Contractor shall refrain from any practices, activities, or relationships that reasonably appear to be in conflict with the full performance of Contractor’s obligations to SIPA hereunder. If a conflict or appearance exists, or if Contractor is uncertain whether a conflict or the appearance of a conflict of interest exists, Contractor shall submit to SIPA a disclosure statement setting forth the relevant details for SIPA’s consideration.

Failure to promptly submit a disclosure statement or to follow SIPA's direction in regard to the apparent conflict constitutes a breach of this Contract.

11. REPRESENTATIONS AND WARRANTIES: Contractor makes the following specific representations and warranties, each of which was relied on by SIPA in entering into this Contract.

A. Standard and Manner of Performance. Contractor shall perform its obligations hereunder in accordance with the reasonable standards of care, skill, and diligence in Contractor's industry, trade, or profession, and in the sequence and manner set forth in this Contract.

B. Legal Authority – Contractor Signatory. Contractor warrants that it possesses the legal authority to enter into this Contract and that it has taken all actions required by its procedures, by-laws, and/or applicable laws to exercise that authority and to lawfully authorize its undersigned signatory to execute this Contract, or any part thereof, and to bind Contractor to its terms. If requested by SIPA, Contractor shall provide SIPA with proof of Contractor's authority to enter into this Contract within fifteen (15) calendar days of receiving such request.

C. Licenses, Permits, Etc. Contractor represents and warrants that it has, and that at all times during the term hereof it shall have and maintain, at its sole expense, all licenses, certifications, approvals, insurance, permits, and other authorizations required by law to perform its obligations hereunder. Contractor warrants that it shall maintain all necessary licenses, certifications, approvals, insurance, permits, and other authorizations required to properly perform this Contract, without reimbursement by SIPA or other adjustment in Transaction Fees. Additionally, all employees, agents, and subcontractors of Contractor performing services under this Contract shall hold all required licenses or certifications, if any, to perform their responsibilities. Contractor, if a foreign corporation or other foreign entity transacting business in the State of Colorado, further warrants that it currently has obtained and shall maintain any applicable certificate of authority to transact business in the State of Colorado and has designated a registered agent in Colorado to accept service of process. Any revocation, withdrawal, or non-renewal of licenses, certifications, approvals, insurance, permits, or any such similar requirements necessary for Contractor to properly perform the terms of this Contract is a material breach by Contractor and constitutes grounds for termination of this Contract.

D. No Warranty for Merchantability and Fitness for a Particular Purpose. Except as expressly provided for otherwise herein, and except to the extent disallowed by applicable law, contractor hereby expressly disclaims any and all warranties, express and implied, including, without limitation, the warranty of merchantability and fitness for a particular purpose. Notwithstanding anything to the contrary, all warranties, express or implied, terminate upon termination or expiration of the contract.

12. INSURANCE. Contractor shall obtain and maintain, and shall cause its Subcontractors to obtain and maintain, insurance as specified in this section at all times during the Term of this Contract. All policies evidencing the insurance coverage required hereunder shall be issued by

insurance companies whose A.M. Best Company Financial Strength Ratings are at least A-. Contractor shall obtain and maintain, and shall require each contract with Subcontractors other than those that are public entities, providing Goods or Services in connection with this Contract, to include insurance requirements substantially similar to the following:

A. Worker's Compensation. Worker's Compensation Insurance as required by State statute, and Employer's Liability Insurance covering all of its employees acting within the course and scope of their employment.

B. General Liability. Commercial General Liability Insurance covering premises operations, fire damage, independent contractors, products and completed operations, certain contractual liability, personal injury, and advertising liability with minimum limits as follows: (a) \$1,000,000 each occurrence; (b) \$1,000,000 general aggregate; (c) \$1,000,000 products and completed operations aggregate; and (d) \$50,000 any one fire.

C. Cyber Privacy. Cyber privacy insurance for claims and losses with respect to network or data risks (such as data breaches, release of Confidential Information, unauthorized access/use of information, and identity theft) with minimum limits of not less than \$2,000,000 per claim and \$2,000,000 aggregate.

D. Professional Liability (or E&O). Professional Liability Insurance covering damages caused by an error, omission or any negligent acts with limits of not less than 1,000,000 per claim and in the aggregate.

E. Automobile Liability. Automobile Liability Insurance covering any auto (including hired and non-owned autos) with a minimum limit of \$1,000,000 each accident combined single limit.

F. Additional Insured. SIPA shall be named as additional insured on all Commercial General Liability and Automobile Liability Insurance policies.

G. Primacy of Coverage. General Liability and Automobile Liability Coverage required of Contractor or any Subcontractor shall be primary over any insurance or self-insurance program carried by SIPA.

H. Cancellation. Contractor shall use commercially reasonable efforts to cause the above insurance policies to include provisions preventing cancellation or non-renewal without at least 30 days prior notice to SIPA.

I. Subrogation Waiver. The General Liability and Automobile Liability policies required by this Contract and secured and maintained by Contractor or its Subcontractors as required herein shall include clauses stating that each carrier shall waive all rights of recovery, under subrogation or otherwise, against SIPA, its agencies, institutions, organizations, officers, agents, employees, and volunteers.

J. Certificates. Contractor shall provide, and shall cause all Subcontractors to provide certificates showing insurance coverage required hereunder to SIPA within seven (7) business days of the Effective Date of this Contract. No later than 15 days prior to the expiration date of any such coverage, Contractor shall deliver, and shall cause its

Subcontractors to deliver, to SIPA certificates of insurance evidencing renewals thereof. In addition, upon request by SIPA at any other time during the term of this Contract or any sub-contract, Contractor shall, within 10 days of such request, supply to SIPA evidence satisfactory to SIPA of compliance with the provisions of this §12.

13. BREACH, REMEDIES AND TERMINATION

A. Termination of Contract.

i. Breach Defined. In addition to any breaches specified in other sections of this Contract, the failure of either Party to perform any of its material obligations hereunder constitutes a material breach. A material breach shall include fraudulent practice in connection with the Contract including but not limited to deceit concerning the nature, quality, or quantity of goods and services required to be rendered under this Contract, and bribery. Material breach includes institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against either party, or the appointment of a receiver or similar officer for either party or any of its property, which is not vacated or fully stayed within ninety (90) calendar days after the institution or occurrence thereof. Material breach also includes (except for the notice provision) a material failure to satisfy its obligations under 9.E and demonstrated material and continuing failure to continuously perform the scope of work described in **Exhibits B-1 through B-6** and **Exhibit C** (SLA).

ii. Notice and Cure Period. In the event of a breach, notice of such shall be given in writing by the aggrieved Party to the other Party in the manner provided in Section 19. If such breach is not cured within thirty (30) calendar days of receipt of written notice, or if a cure cannot be completed within thirty (30) calendar days, or if cure of the breach has not begun within thirty (30) calendar days and pursued with due diligence, the non-breaching party may exercise any of the remedies set forth in this Section.

iii. Termination for Cause. Termination by either party for the other party's material, uncured breach of Contract under this Section 13.A. shall constitute termination by the non-breaching party for "Cause."

B. Other Termination. The Contract can be immediately terminated in the event that Contractor engages in a fraudulent practice or an illegal act in connection with any services provided to a state, federal or local government agency and such fraudulent practice or illegal act, in the reasonable opinion of SIPA, materially undermines Contractor's trustworthiness to provide the services contemplated under this Contract. Termination by SIPA pursuant to this paragraph shall not be deemed to be a Termination for Cause as contemplated in Section 7.A.

Contractor may terminate this Contract for Cause upon written notice to SIPA and a 60-day cure period if the financial base upon which Contractor relies for solvent Portal operations and its fee does not materialize after execution of this Contract or is removed in the future.

C. Termination of Task Orders.

i. For Cause. For Task Order work for SIPA, either party can terminate a Task Order if the other party commits a material breach with respect to that Task Order that is not cured pursuant to Subsection B above. Exercise by the non-breaching party of this right shall not be a breach of its obligations hereunder. In the case of termination by SIPA, Contractor shall continue performance of this Contract to the extent not terminated, if any.

ii. Obligations and Rights if For Cause. To the extent specified in any termination notice, Contractor shall not incur further obligations or render further performance hereunder past the effective date of such notice. However, Contractor shall complete and deliver to SIPA all work, EGE data, services and goods not cancelled by the termination notice and may incur obligations as are necessary to do so within this Contract's terms. At the sole discretion of SIPA, and to the extent reasonably possible, Contractor shall assign to SIPA all of Contractor's right, title, and interest under such terminated orders or subcontracts for the terminated Task Order. Upon termination, Contractor shall take timely, reasonable and necessary action to protect and preserve property in the possession of Contractor in which SIPA has an interest. All materials owned by SIPA in the possession of Contractor shall be immediately returned to SIPA.

iii. Payments if For Cause. SIPA shall reimburse Contractor only for accepted performance up to the date of termination. If, after termination by SIPA, it is determined that Contractor was not in breach or that Contractor's action or inaction was excusable, such termination shall be treated as a termination for convenience and the rights and obligations of the Parties shall be the same as if the Task Order had been terminated for convenience, as described herein.

D. For Convenience. SIPA shall have the right to terminate for convenience any Task Order under this Contract by giving the Contractor written notice. If notice is so given, the Task Order under this Contract shall terminate on the expiration of the time period specified within the written notice and the liability of the Parties hereunder for further performance under the Task Order shall cease, but the Parties shall not be released from the duty to perform their obligations up to the date of termination. Contractor Software not completed as the result of termination under this paragraph, shall not be included in any license grant set forth in Section 7(A) or 7(B).

E. Payment if For Convenience. If a Task Order is terminated by SIPA or EGE for convenience, SIPA or the EGE, as specified, shall pay Contractor for the work performed up to the point of the termination for convenience.

F. Portal Services; Service Levels and Penalties.

i. The Parties intend that with regard to Portal Services, performance is to be measured pursuant to **Exhibits B-1 through B-7** and **Exhibit C** (SLA), this Contract and

the applicable Work Order. Non-compliance will be subject to the financial penalties set forth in **Exhibit C**.

ii. Penalties assessed under Exhibit C are not cumulative. Under no circumstances shall Contractor be liable for more than one (1) penalty or be deemed in failure of more than one (1) SLA when such failure arises out of the same event, occurrence or set of facts. In such an instance, SIPA may select the one (1) service penalty that will be assessed from among those that would otherwise apply.

iii. Penalties provided for under Exhibit C can be assessed by SIPA only and shall be due only to SIPA. In no event shall Contractor be liable to pay such penalties to an EGE or any entity other than SIPA.

iv. The performance levels set forth in Exhibit C shall be calculated for the applicable time period set forth therein; provided, however, that no penalties shall become due and payable until after the annual true up process set forth in this paragraph. At the end of each twelve (12) month term, SIPA and Contractor shall meet to calculate the penalties and credits for all performance levels that were assessed over the prior twelve (12) month period. In the event the total monetary penalties exceed the monetary credits, then Contractor shall owe the difference to SIPA.

G. Termination of Work Orders for Cause. Either party can terminate a Work Order if the other party commits a material breach with respect to that Work Order that is not cured pursuant to the procedure set forth in Subsection 13 above. Exercise by the non-breaching party of this right shall not be a breach of its obligations hereunder. In the case of termination by SIPA, Contractor shall continue performance of this Contract to the extent not terminated, if any.

14. FORCE MAJEURE

A. Defined. “Force Majeure” shall mean events extrinsic to this Contract that are beyond the reasonable control of, and not attributable to, negligence or fault of the party relying upon such events to excuse its failure to perform (the “Affected Party”), including, without limitation, acts of God, acts of war or terrorism, failure of telecommunication carriers or the internet, and acts or omissions of third parties not under the control of the Affected Party. The term does not include strikes or other events caused by labor disputes, unless such strikes or other events are part of national or regional dispute. Contractor’s Affiliates’, to the extent providing services under this Contract, shall not be deemed to be outside of Contractor’s control.

B. Effect. Any Party whose ability to perform is affected by a Force Majeure event shall take all reasonable steps to mitigate the impact of such event. The Party so affected by a Force Majeure event shall not be responsible for any consequent delay or failure, and the delay or failure in performance shall not give rise to any liability for damages on the part of the Affected Party. Following cessation of the Force Majeure event, the Affected Party shall resume performance of its obligations hereunder. The Party so affected shall officially

notify the other Party as soon as possible of the event and in no event later than seven (7) calendar days from the date the Party knew or should have known that the event or occurrence was an event of Force Majeure that would prevent or delay its ability to perform hereunder.

15. DISPUTE RESOLUTION: Except as herein specifically provided otherwise, disputes concerning the performance of this Contract which cannot be resolved by the Executive Director of SIPA and the General Manager of Contractor shall be referred in writing to the SIPA Board of Directors and NICUSA Management. Failing resolution at that level, disputes shall be mediated within a reasonable time using a reputable Alternate Dispute Resolution mediator selected by mutual agreement of the Parties. The expense of the mediator shall be borne equally by both Parties. This process is not intended to supersede any other process for the resolution of controversies provided by law.

16. CONTINUITY OF SERVICES

A. General Statement. Contractor recognizes that the services under this Contract are very important to the citizens and businesses of the State of Colorado and must be continued without interruption and that upon expiration, a successor, whether SIPA itself, another governmental agency or a private entity, may continue them.

B. Transition Services Upon Termination or Expiration. Contractor agrees that in connection with the termination or expiration of the Contract, Contractor shall provide transition services and continue to perform, subject to available resources from the operation of the State Portal (and Contractor's receipt of payment), or at any agreed amount acceptable to the Parties, for a period not to exceed twelve (12) months from the date of termination or expiration. If this provision is executed, SIPA will cooperate with Contractor and the Parties to mutually develop a timeline and budget for the transition services. Contractor shall perform transition services in good faith and in a professional and businesslike manner.

C. Turnover Plan. In preparation for transition from this Contract to a new contract upon expiration of the Contract, the Contractor shall develop a Turnover Plan, to include the following:

- i. Responsibilities by resource for operational support during the transition services period.
- ii. Identification of any current service and project Deliverables.
- iii. A list of detailed documentation about the technical infrastructure, including hardware and tools, and applications to be provided during the transition services period, as well as documents and diagrams related to the technical architecture and infrastructure.
- iv. A work plan for each stage of the transition services.

- v. Plans for coordination and transition of specific responsibilities from the incumbent to the future contractor.
- vi. Service Desk Operations.
- vii. The process by which SIPA will receive the Source Code from escrow, in the event a license is granted pursuant to Section 7(A) or 7(B), herein.
- viii. A list of operational statistics to be provided during the transition services period, including resource consumption, system performance, and application activity in both aggregated and trended forms.
- ix. An inventory of third party products for which the licenses will be transferred from Contractor to SIPA. This inventory shall be delivered together with fully executed copies of all license agreements and assignments therefore acceptable to SIPA.
- x. A listing of third party software used by Contractor in the operation of the Portal that is not transferable to SIPA.
- xi. Training Support.
- xii. Project Management Support.
- xiii. Operations Transition: Technical Operations, Knowledge, and Process Transitions.
- xiv. Production and Development Hardware Infrastructure Transition.
- xv. Data Inventory and Migration including evidence of removal.
- xvi. Hardware Infrastructure Test Plan.
- xvii. Software Infrastructure Transition: Licensing, Dependencies, Third-Party Software and Tools, and Testing Plan.
- xviii. Operations Transition.
- xix. Network Connectivity.
- xx. Migration Planning: Training, Knowledge, and Process Transition.
- xxi. Security Infrastructure.
- xxii. Environmental: Cabling Environment, Mounting System Rack, Enterprise Systems, and High Availability.

xxiii. Application Operations: Knowledge and Process Transition and Application Component Transition.

xxiv. Contractor Software Transition, if applicable.

D. Turnover Plan/Timing. The Turnover Plan is due to SIPA no later than one hundred eighty (180) calendar days prior to Contract expiration. SIPA will authorize operational readiness prior to full transition.

17. KEY PERSONNEL AND RESPONSIBLE OFFICERS

A. Generally. Contractor agrees that the individuals identified in Section 6.1.1.9. of **Exhibit F** are necessary for the successful completion of the applicable work to be performed under this Contract (“Key Personnel”), including Task Order work and Portal Services.

B. Duty to Replace. Contractor shall ensure that Key Personnel shall be replaced, if at all, with personnel of substantially equal qualifications and ability. SIPA shall have the right to review the qualifications of any proposed replacements, and may require Contractor to offer alternative candidates (where such are available) if for good and sufficient reasons SIPA deems such personnel unsuitable.

C. No Right to Supervise. Notwithstanding its role in approving Key Personnel, SIPA shall have no supervisory control over their work, and nothing in this Section 17 shall relieve the Contractor of any of its obligations under this Contract or of its responsibility for any acts or omissions of its personnel.

D. Responsible Officers. For the purpose of administration of this Contract, any communications between SIPA and the Contractor shall be enforceable and binding upon the Parties only if in writing and signed (including electronically) by appropriate responsible officers who shall be SIPA’s Executive Director, Contractor’s General Manager, and any person the Parties’ designate in writing.

E. Location. SIPA does not require all Contract activities to be performed in Colorado and does not require all staff to be located within Colorado. However, the Contractor shall provide a local site with facilities within five (5) miles of SIPA’s current office for collaboration, review of critical Contract Deliverables (identified in Exhibit B-7), account status meetings, project planning, and other activities as needed for all Project Phases. The Contractor’s Key Personnel, as well as EGE-interfacing project managers, are expected to be located locally within five (5) miles of SIPA’s current office location. SIPA will allow certain functions, such as development, call center, and hosting to be performed outside of the local office(s) in Colorado. Contractor may perform work and business operations related to this Contract outside of the United States and its territories based on SIPA approval. Data must stay within the United States throughout this Contract. This does not apply to information transmitted to or from portal by a user located outside the United States

of America, or internet traffic that is transmitted outside of the United States, to the extent outside of the Contractor's control.

F. Security Clearance and Background Checks. Contractor shall perform background checks for all employees as required under applicable law, regulation or EGE policy, as set forth in the applicable Task Order.

18. HARDWARE OWNERSHIP

A. Task Orders. At the conclusion of each Task Order, SIPA or the appropriate EGE shall own all hardware paid for with SIPA, EGE, State or federal funds. Task Orders shall identify any and all hardware paid for with SIPA, EGE, State or Federal funds. All other hardware shall remain the property of Contractor, subject to Section 18(B), below.

B. State Portal. At the conclusion of the Contract, SIPA may elect to acquire all hardware being used in operation of the State Portal and purchased with Net Revenue for net book value (original costs less depreciation pursuant to GAAP); provided, however, that this right shall not apply to hardware utilized in connection with Electronic Services. Contractor shall use best efforts to transfer to SIPA any manufacturer's warranties for the hardware transferred hereunder. Otherwise, Contractor's transfers are "as is."

19. NOTICES AND REPRESENTATIVES Each individual identified below is the principal representative and responsible party of the designating Party. All formal notices required to be given hereunder shall be hand delivered with receipt required or sent by certified or registered mail to such Party's principal representative at the address set forth below. In addition to, but not in lieu of a hard-copy notice, notice also may be sent by e-mail to the e-mail addresses, if any, set forth below. Either Party may from time to time designate by written notice substitute addresses or persons to whom such notices shall be sent. Unless otherwise provided herein, all notices shall be effective upon receipt.

SIPA:

| |
|--------------------|
| Mr. John Conley |
| Executive Director |
| 1300 Broadway |
| Suite 11010 |
| Denver, CO 80203 |
| john@cosipa.gov |

Contractor:

| |
|-----------------------------------|
| Fred Sargeson, Executive Director |
| Colorado Interactive |
| 600 17 th Street |
| Suite 2150 South |
| Denver, CO 80202 |
| fsargeson@www.colorado.gov |

With a copy to NICUSA, Inc.:

| |
|---|
| Attn: General Counsel – Legal Notice |
| Legal Department |
| 25501 W. Valley Parkway |
| Ste. 300 |
| Olathe, KS 66226 |
| brad@egov.com |

SIPA General Counsel:

| |
|----------------------------|
| Richard A. Westfall |
| Hale Westfall LLP |
| 1600 Stout |
| Suite 500 |
| Denver, CO 80202 |
| rwestfall@halewestfall.com |

20. GENERAL AND SPECIAL PROVISIONS

A. Governmental Immunity. Liability for claims for injuries to persons or property arising from the negligence of SIPA, its agencies, boards, officials, and employees is controlled and limited by the provisions of the Governmental Immunity Act § 24-10-101, et seq. No term or condition of this Contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, of the Colorado Governmental Immunity Act, CRS § 24-10-101 et seq., or the Federal Tort Claims Act, 28 U.S.C. §§ 1346(b) and 2671 et seq., as applicable now or hereafter amended.

B. Assignment and Subcontracts. Contractor's rights and obligations hereunder are personal and may not be transferred, assigned or subcontracted without the prior, written consent of SIPA. Any attempt at assignment, transfer, subcontracting without such consent shall be void. All assignments, subcontracts, or subcontractors approved by Contractor or SIPA are subject to all of the provisions hereof. Contractor shall be solely responsible for all aspects of subcontracting arrangements and performance. The foregoing shall not restrict Contractor's use of Affiliates to provide services or assistance under this Contract and such arrangement shall not be considered assignments or subcontracts. Contractor, however, shall remain liable for its Affiliates' performance of services under this Contract.

C. Binding Effect. Except as otherwise provided herein, all provisions herein contained, including the benefits and burdens, shall extend to and be binding upon the Parties' respective heirs, legal representatives, successors, and assigns.

D. Captions. The captions and headings in this Contract are for convenience of reference only, and shall not be used to interpret, define, or limit its provisions.

E. Counterparts. This Contract may be executed in multiple identical original counterparts, all of which shall constitute one agreement.

F. Entire Understanding. This Contract represents the complete integration of all understandings between the Parties and all prior representations and understandings, oral or written, are merged herein. Prior or contemporaneous additions, deletions, or other changes hereto shall not have any force or effect whatsoever, unless embodied herein.

G. Indemnification.

i. Contractor shall indemnify, save, and hold harmless SIPA, its employees and agents, against any and all claims, damages, liability, and court awards including costs, expenses, and attorney fees and related costs, incurred as a result of any act or omission by Contractor, or its employees, agents, subcontractors, or assignees pursuant to the terms of this Contract, including, but not limited to, Contractor Breaches defined in Section 9.E.

ii. Notwithstanding the preceding paragraph, the indemnification obligations under this Section 9.G. will not apply to Contractor to the extent any claims, damages, liability, and court awards including costs, expenses, and attorney fees and related costs arise out of: (1) SIPA's negligence, willful/intentional misconduct or any breach by SIPA of one of its obligations under the Contract; or (2) any obligation of SIPA's pursuant to an EGE Agreement, unless caused by Contractor's negligence, willful/intentional misconduct, or a breach by Contractor of its obligations under this Contract.

H. Sovereign Immunity. Nothing in this Contract will be deemed to be a waiver of SIPA's sovereign immunity under the Colorado Governmental Immunity Act, CRS § 24-10-101 et seq., or the Federal Tort Claims Act, 28 U.S.C. 2671 et seq., as applicable, as now or hereafter amended.

I. Jurisdiction and Venue. All suits or actions related to this Contract shall be filed and proceedings held in the State of Colorado and exclusive venue shall be in the City and County of Denver.

J. Modification

i. **By the Parties.** Except as specifically provided for in subsection (b), below, modifications of this Contract shall not be effective unless agreed to in writing by the Parties in an amendment to this Contract, properly executed and approved in accordance with applicable Colorado state law

ii. By Operation of Law. This Contract is subject to such modifications as may be required by changes in federal or Colorado state law, or their implementing regulations. Any such required modification automatically shall be incorporated into and be part of this Contract on the effective date of such change, as if fully set forth herein.

K. Severability. Provided this Contract can be executed and performance of the obligations of the Parties accomplished within its intent, the provisions hereof are severable and any provision that is declared invalid or becomes inoperable for any reason shall not affect the validity of any other provision hereof, provided that the Parties can continue to perform their obligations under this Contract in accordance with its intent.

L. Survival of Certain Contract Terms. Notwithstanding anything herein to the contrary, the following provisions of this Contract shall survive such termination and shall be enforceable by either party: 7(A)-(I); 8; 9(A)-(D); 16; 20 (A), (F), (H), (K), (M), (R) and (S).

M. Third Party Beneficiaries. Enforcement of this Contract and all rights and obligations hereunder are reserved solely to the Parties. Any services or benefits which third parties receive as a result of this Contract are incidental to the Contract and do not create any rights for such third parties. Nothing contained in this Agreement shall give or allow any claim or right of action whatsoever by any other third person. It is the express intention of SIPA and the Contractor that any such person or entity, other than SIPA or the Contractor or their permitted assigns, receiving services or benefits under this agreement shall be deemed an incidental beneficiary only.

Notwithstanding the foregoing, it is expressly understood that each EGE pursuant to an EGE Agreement shall be a third party beneficiary with respect to Section 7.K. (intellectual property indemnification, Section 20.G. (indemnification)). Each EGE pursuant to an EGE Agreement shall have the right to enforce the terms and conditions of such provisions and all right of action relating to such enforcement subject to the same obligations, requirements, and limitations as apply to SIPA; *provided however*, that the various entities of Colorado government shall be collectively entitled to but one award and one measure of damages for each incidence of indemnification, and further provided that if more than one EGE is involved, Contractor shall be required to pay the attorney's fees, if applicable, for only one counsel for all such entities. Contractor and/or SIPA shall provide notice of any indemnification claim by one agency to all EGEs that may be affected by such claim no later than five (5) business days from receipt of notice of the claim.

N. Waiver. Waiver of any breach under a term, provision, or requirement of this Contract, or any right or remedy hereunder, whether explicitly or by lack of enforcement, shall not be construed or deemed as a waiver of any subsequent breach of such term, provision or requirement, or of any other term, provision, or requirement.

O. Independent Contractor. Contractor shall perform its duties hereunder as an independent contractor and not as an employee. Neither Contractor nor any agent or employee of Contractor shall be deemed to be an agent or employee of SIPA. Contractor and its employees and agents are not entitled to unemployment insurance or workers'

compensation benefits through SIPA, and SIPA shall not pay for or otherwise provide such coverage for Contractor or any of its agents or employees. Unemployment insurance benefits will be available to Contractor and its employees and agents only if such coverage is made available by Contractor or a third party. Contractor shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this Contract. Neither party shall have authorization, express or implied, to bind the other party to any agreement, liability or understanding, except as expressly set forth herein. Contractor shall (1) provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law; and (2) provide proof thereof when requested by SIPA.

P. Compliance with Law. Each party shall strictly comply with all applicable federal and state laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination, unfair employment practices, and protection and use of Protected Health Information, as and when such laws, rules, and regulations are applicable.

Q. Choice of Law. Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and, enforcement of this Contract. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. Any provision incorporated herein by reference which purports to negate this subsection in whole or in part shall not be valid or enforceable or available in any action at law, whether by way of complaint, defense, or otherwise. Any provision rendered null and void by the operation of this provision shall not invalidate the remainder of this Contract, to the extent capable of execution.

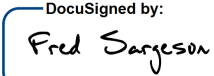
S. Limitation of Liability. Notwithstanding anything to the contrary, the parties agree as follows:

Under no circumstances shall either party hereto be liable for any indirect, special, consequential, or punitive damages.

Except for the Contractors indemnification obligations set forth in Section 7(J) regarding infringement and except for claims for injuries to persons or property due to Contractor's negligence or misconduct, it is agreed that the Contractor's total liability related to this Contract for any cause whatsoever, and regardless of the form of action, whether in contract or in tort, shall not exceed two years' average total Net Revenue received by the Contractor under this Contract.

IN WITNESS WHEREOF,

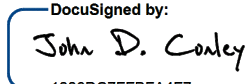
Contractor: Colorado Interactive

By: 
 CDD6F6BFB5E9460...

Title: General Manager _____

3/19/2014 | 21:49 PM MT
Date: _____

SIPA:

By:  _____
1886DC7FFBFA4F7...

Title: Executive Director _____

3/19/2014 | 17:19 PM MT
Date: _____

Exhibit A1

Pricing Schedule

Revenue Share Cost Model

Pricing Elements

Proposed Monthly Fee to SIPA \$37,500*

*Pursuant to Section 6 (B)(b) of this Agreement, the first amount shall be \$37,500 per month (Base Fee) and will be adjusted on July 1, 2014 and thereafter on an annual basis in accordance with the Denver Boulder Greeley Consumer Price Index; provided, however, that: (i) in no event shall any such annual increase exceed 2%; and (ii) at no time regardless of a negative Denver Boulder Greeley Consumer Price Index shall the base fee decrease from its annual amount.

Percentage of Net Revenue to SIPA Years 1 and 2 % 7

Percentage of Net Revenue beginning in FY 2016/2017 and continuing during the duration of the contract. % 7.5

Exhibit A2

Pricing Schedule for Task Order Work

| Hourly Rates for Additional Work | |
|---|----------------|
| Staff Category | Rate |
| Application Development | \$150 per hour |
| Project Management | \$125 per hour |
| Business Analysis | \$125 per hour |
| Marketing/Promotional | \$100 per hour |
| Systems/Network/Security Administration | \$150 per hour |
| Executive/Account Management | \$220 per hour |

| Exhibit B1 - Project Management and Communication Requirements | | | |
|---|------------------------------|--|---|
| RFP Cross-Reference | Topic | Requirement | Performance Standards, if Applicable |
| 9.1.2.1. | Communications | The Contractor shall take the lead in building, operating, supporting, and maintaining an adequate communication infrastructure with EGEs, Colorado residents, businesses, and visitors, including: <ul style="list-style-type: none"> - Customer satisfaction surveys - Newsletters - Internal SIPA intranet site - Presentations and conferences - Public relations | |
| 9.1.2.2. | Contract Management | For third party contracts that expire, inform SIPA within ninety calendar days prior to expiration. For example, if a Subcontractor provides security vulnerability testing for the Contractor, inform SIPA ninety days prior to Contract completion or expiration. | |
| 9.1.2.3. | Project Management Standards | The Contractor shall provide skilled project managers, such as project managers with Project Management Professional (PMP) certifications through the Project Management Institute (PMI) or equivalent recognized project management entities. | |
| 9.1.2.4. | Project Management Standards | The Contractor shall provide its own internal project management support and tools for all projects, including projects defined by Task Orders and subsequent contractual documents. | |
| 9.1.2.5. | Project Management Standards | The Contractor shall take a leadership role in providing consultation to SIPA project leads, staff, and participants from EGEs. | |
| 9.1.2.6. | Project Management Standards | The Contractor shall establish the project management processes necessary to appropriately prioritize project efforts, develop work breakdown structures and schedules, manage resources, schedule activities, manage risks, and report project results. | |
| 9.1.2.7. | Project Management Standards | The Contractor shall provide project management processes for each of the following areas: <ul style="list-style-type: none"> - Scope management - Planning and scheduling - Communication management - Quality management - Risk management - Project reporting - Performance metrics - Problem identification and resolution - Governance | |
| 9.1.2.8. | Project Management Standards | The Contractor shall provide an overall Quality Assurance/Quality Control Plan and be responsible for quality processes. | The Quality Assurance Plan shall be delivered within the first year after Contract execution and updated on an annual basis thereafter. |
| 9.1.2.9 | Project Management Standards | The Contractor shall conduct weekly status reporting to SIPA on the status of projects, including schedules, risks, issues, and other associated project activities. | |

| Exhibit B2 - Operations Requirements | | | |
|--------------------------------------|-------------------------------|---|---|
| RFP Cross-Reference | Topic | Requirement | Performance Standards, if Applicable |
| 10.1.2.1. | Collaboration | The Contractor shall be a collaborative partner with SIPA for all operational processes, application development, website development, payment applications, and other projects throughout the Contract. | |
| 10.1.2.2. | Agile Services and Operations | The Contractor shall provide for agile services and operations, allowing for ongoing growth and expansion of the Portal's reach and services as needed to support increases in demand. | |
| 10.1.2.3. | Hosting | The Contractor shall provide web hosting services necessary to support fully operational websites and other functions. These services include: logical and physical security, monitoring, alerting, reporting, anomaly response, capacity planning, capacity management, performance tuning, backup operations, restore operations, configuration management, system upgrade management, Software release, digital certification management, application maintenance, application support, business continuity and disaster recovery solutions. | |
| 10.1.2.4. | ITIL | The Contractor shall use the Information Technology Infrastructure Library (ITIL) V3, or equivalent framework, for IT service management functions and processes, including disaster recovery and business continuity and service levels. | The Contractor shall stay current with the latest release of ITIL within one year of version release, unless the Contractor has justification for not moving towards the latest ITIL version release, based on SIPA approval. |
| 10.1.2.5. | Processes | The Contractor shall respond to new project requests from SIPA and its EGEs prior to initiating a new project agreed upon by SIPA. | Contractor must respond to the project request within three (3) Business Days. |
| 10.1.2.6. | Processes | The Contractor shall work with SIPA to utilize the current Task Order process for defining the scope of project work agreed upon by SIPA, determining the schedule, cost, and resources before starting work under a Task Order. The current Task Order process can be found in Appendix E. | |
| 10.1.2.8. | Processes | The Contractor is responsible for determining the requirements process in conjunction with an EGE for a project that has been approved through SIPA's Task Order process. | |
| 10.1.2.10. | Processes | The Contractor shall provide transparent accounting processes and practices for applications that require money transactions on behalf of Portal users. | |
| 10.1.2.11. | Change Management | The Contractor shall provide a change control process and change control approvals for changes to projects. | |
| 10.1.2.12. | Configuration Management | The Contractor shall provide a process that will detail how SIPA and the Contractor will identify the need for changes to Portal components, estimate costs for proposed changes, authorize approved changes, implement changes, and maintain and enhance implemented changes. | |
| 10.1.2.13. | Customer Service | The Contractor shall provide online help features and references for EGE users and other Customers for Payport, websites (Drupal), and other applications pursuant to task orders, including but not limited to icons, directories, tutorials, and online chat. These services must include answers to frequently asked questions (FAQs), 'how do I...' links, and instructions on how to complete a process. Help features for services will be defined at the Task Order level. | |
| 10.1.2.14. | Customer Service | The Contractor shall support online training materials for EGE users and other Customers, including access to video and audio trainings, FAQs, links to directories and tutorials, online chat, and 'how do I...' links. Online chat allows users who need an immediate response to communicate directly with Service Desk staff. | |
| 10.1.2.15. | Customer Service | The Contractor shall operate, support, and maintain a Service Desk (i.e., Help Desk) service for EGE users and other Customers. The Service Desk will be available via email and telephone. | The Service Desk for EGEs and other Portal Customers shall be provided from 8:00 am to 5:00 pm MDT, Monday through Friday, excluding State of Colorado holidays. |

| Exhibit B2 - Operations Requirements | | | |
|---|-------------------|--|--|
| RFP Cross-Reference | Topic | Requirement | Performance Standards, if Applicable |
| 10.1.2.16. | Service Desk | The Contractor shall provide a Service Desk toolset that is capable of accepting, maintaining, processing, and reporting requests and supporting the staff in providing Service Desk related services including, but not limited to: - Queuing - Closure - Reporting | |
| 10.1.2.18. | Internal Training | The Contractor shall develop a Training Plan, defining the training requirements to meet the strategic planning and growth needs for the Portal established in collaboration with SIPA. | The Training Plan shall be delivered one hundred eighty (180) days after Contract execution and updated on an annual basis thereafter. |
| 10.1.2.19. | External Training | The Contractor shall provide training sessions and training manuals for EGE users and other Customers covering the full range of Portal services. Trainings shall be delivered in online learning environments. Training shall allow Portal users as well as key operators to effectively use Portal applications and services. For the existing Portal Services, the Contractor has to provide training materials and sessions as described in this requirement. The level of appropriate training for new services will be determined for each project during the requirements definition phase and documented in the agreed upon task order. | |
| 10.1.2.23. | Disaster Recovery | Develop an annual Disaster Recovery Plan to include: - A business impact analysis that identifies the potential impacts to key business processes and allows the Contractor to formulate and prioritize its disaster recovery efforts - Alternative processing plans detailing how the Contractor will ensure that Portal transactions can continue to be processed and that hosted websites will remain available - Detailed recovery steps, including identifying time frames for each step and for each disaster scenario - A schedule for regularly reviewing and updating the Disaster Recovery Plan | The Disaster Recovery Plan is due within the first year after Contract execution and must be updated annually thereafter. |

| Exhibit B3 - Infrastructure Requirements | | | |
|--|--|---|---|
| RFP Cross-Reference | Topic | Requirement | Performance Standards, if Applicable |
| 11.1.2.1. | Infrastructure/ Content Management | The Portal shall have an integrated hierarchy and site indexing capabilities, including the ability to navigate and search across different EGE sites. | |
| 11.1.2.2. | Access | The Portal should be accessible via any technology device, including, but not limited to, mobile devices, PCs, tablet devices, kiosks, and laptops. The Portal shall have a consistent “look-and-feel” when accessed by different devices and be able to handle new devices introduced into the marketplace. | |
| 11.1.2.3. | Security Infrastructure | The Contractor shall adhere to Colorado Statewide IT Security Policies and Standards as required, for developed systems. | |
| 11.1.2.4. | Security Infrastructure | The Contractor shall present a written Security Management Plan that meets State security requirements. SIPA retains the right to modify security requirements and the Contractor must comply with the changes within a timeframe agreed upon by SIPA. Contractor shall notify SIPA of any changes to the Security Management Plan. The Contractor and SIPA shall work together to identify any changes to the Security Management Plan made necessary by changes to the State security requirements. | The Security Management Plan is due one hundred twenty (120) calendar days after Contract execution. |
| 11.1.2.5. | Security Infrastructure | The Contractor shall adhere to the Colorado Consumer Protection Act regarding breaches in security of citizen's personal identifiable information. | |
| 11.1.2.6. | Security Infrastructure | The Contractor shall ensure that its systems, or any participating service provider(s), (to the extent within Contractor's control) processing, transmitting, or storing payment data, must be in compliance with all applicable payment industry standards, including PCI. Must have PCI certification and receive compliance for new releases, based upon a schedule agreed upon with SIPA. Under no circumstances shall Contractor be responsible for EGEs' or other government partners' compliance with such standards. The Contractor's subcontractors shall be held accountable to PCI compliance and other security requirements. | The standards include those issued by the National Automated Clearing House Association (NACHA), by the Payment Security Standards Council, and by the various merchant card brands. Reference links include: http://www.nacha.org/c/achrules.cfm and https://www.pcisecuritystandards.org/ . |
| 11.1.2.7. | Security Infrastructure | The Contractor shall maintain audit and security logs tracking network logins, failed network login attempts, potential security breaches, network breach attempts, and other security incidents. | |
| 11.1.2.8. | Security Infrastructure | The Contractor shall conduct semi-annual risk assessments of its information systems and report to SIPA on identified risks and plans for mitigating the risks. | |
| 11.1.2.9. | Security Infrastructure | Implement manual and automated controls for identifying and disabling unused IDs on the Transaction Payment Engine system and provide SIPA with quarterly reports demonstrating its management processes for user IDs. | |
| 11.1.2.10. | Security Infrastructure | The Contractor shall provide a user identification management solution to provide authentication and authorization of all access for authorized users to Portal provided services and applications. | |
| 11.1.2.11. | Web and Mobile Security | The Contractor shall provide security for the Portal itself. This includes, but is not limited to: - Intrusion prevention - Intrusion detection - Intrusion response - Virus prevention - Spamming prevention | |
| 11.1.2.12. | Security Infrastructure | The Contractor's solution shall adhere to the SANS Top 20, at a minimum, and stay abreast of security best practices and standards. | |

| Exhibit B3 - Infrastructure Requirements | | | |
|--|-------------------------------|--|---|
| RFP Cross-Reference | Topic | Requirement | Performance Standards, if Applicable |
| 11.1.2.13. | Other Technology Requirements | The Contractor shall provide interoperable Application Programming Interfaces (APIs) to allow for easy interfacing capabilities with other vendors. | |
| 11.1.2.15. | Other Technology Requirements | The Contractor shall provide specifications and technical literature sufficient to allow SIPA to determine that the equipment meets all specifications and requirements for Portal operations. | |
| 11.1.2.16. | Other Technology Requirements | The Contractor shall publish specifications to allow developers and users the ability to build applications to integrate efficiently into the Portal. Access to published specifications may be subject to proper agreements and/or approval. | |
| 11.1.2.17. | Other Technology Requirements | The architectural design shall utilize open systems and standards when appropriate and reasonable, maximizing scalability, reliability, and maintainability, while minimizing system development lifecycle costs. | |
| 11.1.2.18. | Other Technology Requirements | The infrastructure shall support access to mainframe legacy (e.g., Cobol, VSAM, Natural/Adabase) application access via the Portal. | |
| 11.1.2.19. | Other Technology Requirements | The Contractor shall provide the infrastructure necessary to easily integrate services provided by EGEs. Services will be evaluated on a project-by-project basis and agreed upon by SIPA and the Contractor in the work/task order (depending on the requirements). | |
| 11.1.2.20. | Other Technology Requirements | The Contractor shall operate, support, and maintain a suitable application integration toolset to enable integration of services across government organizational boundaries. | |
| 11.1.2.21. | Other Technology Requirements | The Contractor shall define and document a hosting strategy. | The hosting strategy shall be provided thirty (30) calendar days after start of the Contract. |
| 11.1.2.22. | Other Technology Requirements | The Contractor shall provide redundant networks to ensure rapid network recovery in the event of a network outage. | |
| 11.1.2.23. | Other Technology Requirements | All data shall be backed up and stored at offsite locations. Data is currently backed up daily and tapes are moved off-site weekly. Upon the completion of the new data center in Q3 2014, and the migration to the same, backups will be sent off-site daily. | |
| 11.1.2.24. | Other Technology Requirements | The portal integration solution shall rapidly and simply integrate EGE services into the Portal. | |
| 11.1.2.26. | Other Technology Requirements | The Portal shall have an integrated capacity for location awareness for information hosted via the Portal, as well as the capability to recognize and visualize geospatial data. | |
| 11.1.2.27. | Other Technology Requirements | The Contractor must be able to support and accommodate Portal growth and other system use growth. | |
| 11.1.2.28. | Other Technology Requirements | The Contractor must receive formal written approval from the EGE prior to sharing any EGE data. | |

| Exhibit B4 - Business and Strategic Planning Requirements | | | |
|--|----------------------------------|---|---|
| RFP Cross-Reference | Topic | Requirement | Performance Standards, if Applicable |
| 12.1.2.1 | Business Planning | The Contractor shall conduct strategic planning with SIPA and develop an annual Business Plan, which shall include operational plans for the short-term and long-term, as well as the short and long-term vision for future expansion of web-based functionality. The Contractor must provide a plan to support and develop new web-based technologies as requested by Customers and or directed by SIPA, using the current project task order process. This plan must include a strategy for proactively educating the SIPA Board of Directors and Portal Customer base on emerging web technology trends. | The first Business Plan must be submitted within one (1) full year after Contract execution and every year thereafter. |
| 12.1.2.2 | Business Planning | The Contractor shall, in collaboration with SIPA, survey or conduct focus groups of Colorado residents and businesses to determine what applications and services these groups require from SIPA. Survey results shall be presented in such a way that SIPA and Contractor can assign appropriate priorities and develop implementation plans. | Survey and/or focus groups shall be conducted on an annual basis. |
| 12.1.2.3 | Business Planning | The Contractor shall hold or participate in an annual user conference to obtain input from EGEs and other Customers on new and emerging features and services of the Portal. Conferences can be held in-person and web conference. | The first annual conference must be held within one (1) full year after Contract execution and every year thereafter. |
| 12.1.2.4 | Business Planning/Communications | The Contractor shall conduct a landscape assessment of portals in other states on an annual basis to identify emerging innovations, services, portal tools and functionalities available, models, and portal best practices. | The annual landscape assessment will be due one (1) full year after Contract execution and every year afterwards. |
| 12.1.2.5 | Outreach and Marketing | The Contractor shall develop a Marketing and Outreach Plan, when requested, to include the approach for outreach and marketing and approach to reaching a broader Customer service base, including local municipalities. | The Marketing and Outreach Plan will be due one (1) full year after Contract execution and shall be delivered on an annual basis every year thereafter. |
| 12.1.2.6 | Outreach and Marketing | The Contractor shall consult EGEs on marketing approaches for available services. | |
| 12.1.2.7 | Outreach and Marketing | The Contractor shall provide marketing and outreach efforts, in collaboration with SIPA to promote the benefits of online government initiatives and services to residents, businesses, and visitors and market specific services to targeted users. | |

| Exhibit B5 - Application/Primary Functions Requirements | | | |
|--|--------------------|---|---|
| RFP Cross-Reference | Topic | Requirement | Performance Standards, if Applicable |
| 13.1.2.1 | Site Features | Colorado's residents, businesses, and visitors shall be able to use the Colorado.gov Portal to access online government services, including, but not limited to: EGE Websites, Payment Processing applications, Custom developed applications implemented via a Task Order process | |
| 13.1.2.2 | Content Management | The Portal is transitioning to Drupal as a Content Management System (CMS) to create, edit, manage, and publish web content in a consistent manner with a user interface that can be operated without a high degree of technical expertise. The current CMS will not be supported by SIPA in approximately 18 months. The Contractor shall utilize the CMS to: - Maintain the Portal to publish and update content directly to the web - Allow end-users to focus on content editing rather than development - Provide flexible interface for editing sites - Provide a resource library of commonly used templates and information resources | |
| 13.1.2.3 | Content Management | The Contractor must be able to maintain existing FatWire sites, version 7.6, until migrated over to Drupal. Sites are currently being migrated to Drupal. 25 current sites have recently requested the transition to Drupal. The Contractor shall be required to migrate all existing FatWire websites to the new CMS within 18 months of the Effective Date, in accordance to a schedule determined by SIPA (anticipated to be completed in the range of 12 to 18 months). SIPA currently purchases and holds the FatWire CMS licenses. If the transition goes beyond 18 months, the Contractor will be responsible for CMS licensing and ensuring consistent functionality and look-and-feel across all CMS sites. | |
| 13.1.2.4 | Content Management | The Contractor shall provide federated search capabilities whereby end user search results include related local, regional, and worldwide content. | |
| 13.1.2.5 | Content Management | The Portal's search and navigation features shall be configurable. | |
| 13.1.2.6 | Content Management | The Portal's search and navigation functions shall allow users to find information quickly and to complete transactions easily. The site shall incorporate usable site maps, breadcrumbs, a consistent taxonomy, multiple ways to link to most frequently accessed pages, and a user feedback mechanism to solicit input on improvement. | |
| 13.1.2.7 | Content Management | The Contractor shall provide the infrastructure necessary to easily integrate information (content) owned and provided by EGEs. The Contractor shall integrate this content into a common "look-and-feel" design. | |
| 13.1.2.8 | Content Management | The Contractor shall design, build, support, and maintain a suitable content management toolset to enable integration of content across organizational boundaries. | |
| 13.1.2.9 | Content Management | Content editors and managers shall be able to conduct real-time publishing. This obligation shall apply to all sites on the Drupal CMS solution. | |
| 13.1.2.10 | Content Management | The Contractor shall ensure website development promotes use of standard templates, standard development and re-usability, functionality, and look-and-feel, moving away from custom development. | |
| 13.1.2.11 | Payment Processing | The Contractor shall operate and support an electronic payment engine. | |
| 13.1.2.12 | Payment Processing | The electronic payment engine shall provide for rapid provisioning of payment services for EGEs. | |

| Exhibit B5 - Application/Primary Functions Requirements | | | |
|--|--------------------|---|---|
| RFP Cross-Reference | Topic | Requirement | Performance Standards, if Applicable |
| 13.1.2.13 | Payment Processing | The Contractor shall provide an analysis to accept or not accept any electronic payment method greater than 10% of the marketplace, such as the following: - Near field Communication/ Mobile Wallet - Echecks The analysis shall be provided to SIPA for review. | |
| 13.1.2.14 | Payment Processing | Credit/debit card payment processing shall occur in real time, with processes identified for contingency planning when interruptions in processing occur. Interrupted transactions shall be captured for payment processing at a later point in time. Captured payment information shall include transfer of funds from the payment mechanism into the merchant account identified. | |
| 13.1.2.15 | Payment Processing | The electronic payment engine shall support payment management reporting to enable EGEs to transparently track each payment, the movement of funds, and to reconcile accounts with backend accounting systems. | |
| 13.1.2.16 | Payment Processing | The electronic payment engine shall enable a new entity to establish electronic payments within thirty (30) calendar days of providing the following information: - Merchant bank account - Product catalog - Acceptable payment vehicles - Required security documents TPE will be enabled within this timeframe, but there is no guarantee that the EGE service or application would be able to process transactions until their service is complete and tested. The Contractor will not be held liable due to circumstances outside of the Contractor's control. | |
| 13.1.2.17 | Payment Processing | The Contractor must be enrolled, for allowable applications, in the VISA Government and Higher Education payment processing program and similar programs from the other credit/debit card corporations including MasterCard, Discover, and American Express at the time of processing the first payment. The enrollment is subject both to VISA approval of the application for each service submitted and the continued commitment by SIPA to be enrolled. | |
| 13.1.2.18 | Mobile Devices | The Contractor shall provide uniform web functionality for all Internet capable devices including smart phones, PDA's etc. The functionality, speed and aesthetic appeal of the web portal must be equal for all users, regardless of the device used for access. The Portal must be compatible with all browsers to ensure accessibility of content and functionality (e.g. Internet Explorer, Firefox, Safari, Mosaic, Chrome, and proprietary mobile device browsers.) The Contractor and SIPA will collaborate to determine which browsers have sufficient market share to require such accessibility. | |
| 13.1.2.19 | Design | The Portal design shall support multiple levels of branding, including state, county, and local governments. Branding for state agencies must adhere to any standards issued by SIPA. | |
| 13.1.2.20 | Design | The Portal design shall provide for consistent actions throughout the site. | |

| Exhibit B5 - Application/Primary Functions Requirements | | | |
|--|--------------------------|---|---|
| RFP Cross-Reference | Topic | Requirement | Performance Standards, if Applicable |
| 13.1.2.21 | Design | <p>The Portal design shall comply with or follow federal laws regarding access by individuals with disabilities.</p> <p>The Portal design shall adhere to:</p> <ul style="list-style-type: none"> - Section 508 of the Rehabilitation Act (29 U.S.C. 794d). Federal standards and guidelines for this act are being updated, with state and local websites likely to be included. The Contractor should be aware of developments and ensure SIPA meets the spirit and letter of the Act. (More information at http://www.access-board.gov/508.htm) - Web Content Accessibility Guidelines (WCAG) 2.0. | |
| 13.1.2.22 | Social Media Integration | Contractor shall maintain a social media presence (i.e. Facebook, LinkedIn, and Twitter) that links back to the Portal. All content must meet the approval of SIPA. | |
| 13.1.2.23 | Third Party Integration | The Contractor shall provide for the management of third party application integration related to service delivery. | |
| 13.1.2.24 | Feature Inventory | The Contractor shall utilize site inventory tools to determine versions of applets, widgets, and features across the sites and applications, including custom websites, standard sites, payment processing, and special applications. For example, identify which sites have Twitter feeds. | |

| Exhibit B6 - Reporting and Other Requirements | | | |
|--|------------------------------|--|---|
| RFP Cross-Reference | Topic | Requirement | Performance Standards, if Applicable |
| 14.1.2.1 | Site Analytics | The solution shall have the capability to institute web analytics across all EGE websites and deliver the gathered data in a dashboard with business intelligence functionality. | |
| 14.1.2.2 | Development Tools | The Contractor shall provide collaboration tools to allow a community of developers and employees to share knowledge, ideas, and applications to collaborate across boundaries. | |
| 14.1.2.3 | Portal Performance Reporting | The Contractor shall provide reports on Portal uptime, any downtime, identified security concerns, site incidents, potential breaches, and other issues or problems impacting the site. | |
| 14.1.2.4 | Transparency Reporting | The Contractor shall deliver reports, demonstrating Portal payment transactions, EGE funds collected, and funds placed in appropriate accounts. | |
| 14.1.2.5 | Revenue Management | The Contractor will collaborate with SIPA to manage development of revenue producing functionality vs. non-revenue generating functionality, based upon the agreed upon cost structure. | |
| 14.1.2.6 | Governance | Contractor will continue to comply with the applicable SIPA policies and procedures it was complying with as of the date of Contract execution. Any new policies or procedures not identified and agreed to in the new contract will be discussed and agreed to separately. | |
| 14.1.2.7 | Finance | The Contractor must be able to have the financial ability to make a rolling payment of between \$6.5 to \$10 million dollars throughout any given month to a large Customer. The funds will be collected on days 1-20 of the following month. | |

| Topic | SLA | Definition | Performance Expectation | Penalties |
|--|---|---|--|---|
| 1.1 Portal Availability Service Level Agreement | | | | |
| System Uptime | Colorado.gov and Drupal CMS system shall be available 24 hours a day, 7 days per week, 365 days per year | <input type="checkbox"/> Users shall be able to access Colorado.gov and Drupal CMS twenty-four (24) hours a day, seven (7) days a week, three hundred sixty five (365) days a year. Specifically excluded from the definition of "availability" are scheduled maintenance windows, emergency maintenance, denial of service attacks, issues associated with users' personal computers, local area network, credit card associations and companies or banks providing electronic services, governmental entities' issues, or internet service provider connections, and all other events of Force Majeure. | <input type="checkbox"/> Planned downtime due to upgrades or maintenance must be communicated to SIPA and impacted EGEs seventy-two (72) hours prior to downtime. <input type="checkbox"/> The Portal must be available twenty-four (24) hours a day, seven (7) days a week, three hundred sixty five (365) days per year. <input type="checkbox"/> When scheduling downtime, every effort will be made to avoid interruption of service during extended normal business hours (7 a.m. through 7 p.m. Mountain Time) and during potential peak demand periods (e.g. month end/quarter end) | <input type="checkbox"/> Service penalties shall be assessed monthly at \$100 for each one-tenth of a percent or fraction thereof that availability falls below 99.9%, up to a maximum monthly penalty of \$25,000. <input type="checkbox"/> Service level credits will accrue to the Contractor at a rate of \$3,000 per month for each month that Contractor achieves 100% availability. This service credit may be utilized during the fiscal year to offset service level penalties incurred by the Contractor during that same fiscal year. |
| | The Contractor shall provide a report of the monthly service availability for those components within its direct control. | <input type="checkbox"/> The Contractor shall provide SIPA with a monthly report of its service availability for the preceding month. | The monthly availability report shall be provided to SIPA by the fifth (5 th) of the month for the previous month's service availability for those Portal components within its direct control. If the fifth (5 th) does not fall on a Business Day, the report shall be delivered on the last Business Day before the fifth (5 th). | |
| | The Contractor shall identify any exclusion to the monthly service availability. | The Contractor shall identify any exclusions to the monthly service availability and service uptime requirements in the monthly reports. | <input type="checkbox"/> Specifically excluded from the definition of "availability" are scheduled maintenance windows, emergency maintenance, denial of service attacks, issues associated with users' personal computers, local area network, credit card associations and companies or banks providing electronic services, governmental entities' issues, or internet service provider connections, and all other events of Force Majeure. | |
| | The Contractor shall identify any potential for monthly service availability modification. | The Contractor must provide seventy-two (72) hours advance notice if it plans to conduct maintenance. | The standard maintenance window is currently Tuesday evenings between 9:00 p.m. to 12:00 a.m. Seventy-two (72) hours advance notice via email to SIPA and all application partners is required if a standard or non-standard maintenance window is planned to be utilized. | |

| Topic | SLA | Definition | Performance Expectation | Penalties |
|---|---|---|---|---|
| | <p>The Contractor shall identify any notification procedures for planned and unplanned outages.</p> | <p><input type="checkbox"/> The Contractor shall identify any notification procedures for both planned and unplanned outages.</p> <p><input type="checkbox"/> Planned outage is defined as: when the Contractor is aware of the need to perform any interruption activity outside the normal standard maintenance window.</p> <p><input type="checkbox"/> Unplanned outage is defined as any outage caused by any unforeseen event.</p> | <p><input type="checkbox"/> A schedule of any planned downtime will be provided to SIPA and all application partners via email seventy-two (72) hours in advance of the scheduled downtime. An emergency planned downtime can be scheduled without providing seventy-two (72) hours advance notice.</p> | |
| <p>Root Cause Analysis for Incident</p> | <p>The Contractor shall conduct a root cause analysis for any major incident resulting in system interruption or downtime.</p> | <p>The root cause analysis must be delivered to SIPA for any major incident, which is defined as any service disruption to any a Core Service that exceeds the Major Incident Threshold Length, defined in Exhibit C2. SIPA and Contractor will agree on the report format within thirty (30) days after Contract execution.</p> | <p><input type="checkbox"/> The root cause analysis shall be conducted within five (5) Business Days of an incident.</p> | <p><input type="checkbox"/> A penalty of \$1,000 shall apply for every day beyond the five (5) Business Days, in which a root cause analysis is not delivered to SIPA.</p> |
| <p>System Uptime</p> | <p>The Contractor shall pay a penalty for the loss of functionality of any Primary Service provided by Contractor.</p> | <p>If there is a loss of functionality of one (1) or more Primary Services provided by the Contractor, the Contractor shall restore the functionality. The Contractor shall pay a penalty until the application is fully functional unless the cause is beyond the Contractor's reasonable control.</p> | <p>Primary Services will have an uptime of 99.9%.</p> | <ul style="list-style-type: none"> In the event the loss of functionality of any application(s), Contractor is subject to a penalty each month at \$100 for each one-tenth of a percent or fraction thereof that availability of the a Primary Service falls below 99.9%, measured in any one month, up to a maximum penalty of \$25,000. Planned downtime due to Portal upgrades or routine maintenance and loss of functionality for reasons not within the Contractor's control shall be excluded from the definition of availability. The penalty shall not exceed the sum of twenty five thousand dollars (\$25,000) per month for all Primary Services. |
| <p>System Response Times</p> | <p>Pages housed within the Portal shall load within four (4) seconds.</p> <p>Drupal CMS pages shall load within four (4) seconds in year one of the contract, and load within three (3) seconds beginning in year two of the contract</p> | <p>Pages housed with the Portal less than or equal to 256 KB in size and with a MIME type of text/html must be available to users for download within four (4) seconds.</p> <p>Beginning year two of the contract, Drupal CMS pages less than or equal to 256 KB in size and with a MIME type of text/html must be available to users for download within three (3) seconds.</p> | <p>Pages housed within the Portal will meet or exceed this SLA 99.9% of the monthly reporting period. The Contractor will provide monthly reports to SIPA.</p> <p>CI understands and agrees with SIPA that page load times are an important component of portal performance and user experience.</p> | <p>A penalty of \$1,000 per month will be assessed for each one-tenth of a percent or fraction thereof that response times fall below 99.9%.</p> |

| Topic | SLA | Definition | Performance Expectation | Penalties |
|-----------------------------------|--|--|---|--|
| | The Transaction Payment Engine (TPE) shall average no more than five (5) second transaction response times. | TPE shall provide an average of no more than five (5) second response time, to be consistent for all users directly interacting with the production environment. | A 6 month baseline measurement will be completed by December 2014. Transaction response time must average no more than five (5) seconds. Exclusions shall apply for interface or third party system delays or errors | |
| 1.2 Service Desk Agreement | | | | |
| Service Desk: Response Times | The Contractor shall document all support requests in tool. | The Contractor shall record any request in tool that supports reporting. | 100% of calls must be documented in tool. | |
| | The Contractor shall provide a manned toll-free Service Desk for EGEs during EGE business hours. EGEs will be placed in a queue for responses. | <input type="checkbox"/> The Contractor shall provide live support through the Portal toll-free Service Desk for EGE users during the business hours of 8:00am – 5:00pm MST, Monday through Friday. <input type="checkbox"/> State holidays are excluded. | The toll-free Service Desk is available during the defined hours of operations. | |
| | The Contractor shall ensure that telephone wait times are not excessive. | The Contractor shall make certain that average telephone wait times in the queue shall not exceed one hundred twenty (120) seconds during business hours. | <input type="checkbox"/> 90.0% of calls shall experience wait times less than one hundred twenty (120) seconds. Wait times end when calls are answered by an individual or user opts to leave a voice message. <input type="checkbox"/> 100% of calls placed on hold will be given the option to leave a voice message | A \$1,500 service penalty shall be assessed for each month that the average wait time exceeds one hundred twenty (120) seconds. A \$1,500 service credit shall be awarded for each month that the average wait time is less than sixty (60) seconds. |
| | The Contractor shall make certain a limited amount of Service Desk calls are abandoned. | <input type="checkbox"/> An abandoned call is a call where the caller ends the call prior to being answered by Service Desk support personnel. | <input type="checkbox"/> 100% of calls are answered by an individual or electronic device, without receiving busy signal, within three (3) telephone rings •Contractor will baseline completed and abandoned calls for six months to determine optimal service level objective for call answer rates. | |

| Topic | SLA | Definition | Performance Expectation | Penalties |
|------------------------------|--|--|---|--|
| Service Desk: Response Times | The Contractor shall prioritize and resolve Critical Priority incidents reported to the Service Desk in the agreed upon timeframes. | Critical Priority incidents are assigned by Service Desk procedures. | <ul style="list-style-type: none"> <input type="checkbox"/> Ticket Entry: Fifteen (15) minutes <input type="checkbox"/> Communication to EGE and SIPA: Thirty (30) minutes <input type="checkbox"/> Resolution or plan for resolution: One (1) Hour <input type="checkbox"/> Contractor to document emergency services and service restoration order. Next level supervisor to provide updates to Support Center/Service Desk. Support Center/Service Desk will provide SIPA and EGEs with updates, status reports, and notification of expected delays. EGE emergency requests require that an EGE contact be available to Contractor at all times. Provide updates to SIPA every ninety (90) minutes and to EGE every ninety (90) minutes or as EGE requests. | Service penalties shall be assessed at \$500 for outages that are not communicated to EGEs and SIPA within agreed upon timeframe. Service penalties assessed at \$1,000 if not resolved within one (1) hour or a plan for resolution is not delivered within one (1) hour. Resolution or plan for resolution notifications are considered complete when delivery is attempted via email distribution lists. It is the responsibility of EGEs to ensure appropriate contacts are included in appropriate distribution lists. A service credit of \$500 shall be awarded when an incident is resolved in less than one (1) hour. |
| Service Desk: Response Times | The Contractor shall prioritize and resolve High Priority incidents reported to the Service Desk in the agreed upon timeframes, for those issues in which the Contractor is responsible for. | High Priority incidents are assigned by Service Desk procedures. | <ul style="list-style-type: none"> <input type="checkbox"/> Ticket Entry: Thirty (30) minutes <input type="checkbox"/> Communication to EGE and SIPA: Two (2) hours <input type="checkbox"/> Resolution or plan for resolution: Four (4) hours <input type="checkbox"/> Next level supervisor to provide updates to Support Center/Service Desk. Support Center/Service Desk will provide SIPA and EGE with updates, status reports, and notification of expected delays. Updates to SIPA and EGE should occur every two (2) hours or as EGE requests | Service penalties shall be assessed at \$250 for outages that are not communicated to EGE and SIPA within agreed upon timeframe. Service penalties assessed at \$750 if not resolved or a plan for resolution is not delivered within four (4) hours. Resolution or plan for resolution notifications are considered complete when delivery is attempted via email distribution lists. It is the responsibility of EGEs to ensure appropriate contacts are included in appropriate |
| Service Desk: Response Times | The Contractor shall prioritize and resolve Medium Priority incidents reported to the Service Desk in the agreed upon timeframes. | Medium Priority incidents are assigned by Service Desk procedures. | <ul style="list-style-type: none"> <input type="checkbox"/> Ticket Entry: Thirty (30) minutes <input type="checkbox"/> Communication to EGE and SIPA: Four (4) hours <input type="checkbox"/> Resolution or plan for resolution: Three (3) Business Days | Service penalties assessed at \$500 if not resolved or a plan for resolution is not delivered within three (3) Business Days. Resolution or plan for resolution notifications are considered complete when delivery is attempted via email distribution lists. It is the responsibility of EGEs to ensure appropriate contacts are included in appropriate distribution lists. A service credit of \$150 shall be awarded when an incident is resolved in less than three (3) business days. |

| Topic | SLA | Definition | Performance Expectation | Penalties |
|--|---|--|--|--|
| Service Desk: Response Times | The Contractor shall prioritize and resolve Low Priority incidents reported to the Service Desk in the agreed upon timeframes. | Low Priority incidents are assigned by Service Desk procedures. | <input type="checkbox"/> Ticket Entry: Thirty (30) minutes <input type="checkbox"/> Communication to EGE and SIPA: One (1) Business Day <input type="checkbox"/> Resolution or plan for resolution: Five (5) Business Days | |
| Service Desk: Response Times | Service Desk response and resolution will be monitored and reported monthly. | Industry standard key performance indicators (KPIs) will be used to monitor service desk response and resolution. | The following KPIs will be used for monitoring resolution targets: incidents by priority, incidents by category, incidents by user type, incidents by service, average time to respond and number of major incidents as defined in Exhibit D. | |
| Service Desk: Response Times | The Contractor shall respond timely to communications received from EGE end-users. | The Contractor shall respond to emails and voicemails received by EGE end-users, regardless of channel, within two (2) Business Days of receipt. | <input type="checkbox"/> Respond to all partnersupport@www.colorado.gov and support@www.colorado.gov emails from EGE end-users within two (2) Business Days of receipt <input type="checkbox"/> Respond to all CI Service Desk voicemails left by EGE end-users, within two (2) Business Days of receipt. | |
| 1.3 General Project and Contract Management | | | | |
| Deliverables for Task Orders and Contract Deliverables | The Contractor shall submit Deliverables on schedule as agreed upon in the Contract. | The Contractor may not exceed five (5) Business Days variance between actual Deliverable submission date and planned Deliverable submission date represented in the Contract. Deliverables submitted more than five (5) days after the planned Deliverable date may be subject to a penalty payment. | 95% of the time the Contractor submits Deliverables no later than five (5) days from the date identified in the approved project plan. The Contractor may submit a report to explain variances greater than five days. | <p>The Contractor shall pay a penalty of \$1,000 per Business Day for each additional day that the variance between the actual Deliverable submission date and planned Deliverable submission date exceeds five (5) Business Days for reasons within the Contractor's control.</p> <p>Contractor shall earn a credit of \$1,000 for any deliverable that is delivered before the due date.</p> |
| | The Contractor shall submit revised Contract Deliverables (as identified in Exhibit B-7) based on SIPA comments in a timely manner. | Contractor must submit revised Deliverables, based on SIPA's review comments within ten (10) Business Days of receipt of SIPA comments unless agreed to by SIPA. | Revised Deliverable must be submitted within ten (10) days of receipt of SIPA review comments by the Contractor. | |

| Topic | SLA | Definition | Performance Expectation | Penalties |
|------------------|--|---|--|--|
| | Submit quality Contract Deliverables (as identified in Exhibit B-7). Contractor and SIPA shall meet to define the forms for such Contract Deliverables and Contractor's obligation with respect to such Contract Deliverables shall be to provide a document that meets the form requirements. | Review iterations between the Contractor and SIPA may not exceed three (3) submissions of Contract Deliverable by Contractor. SIPA expects to review a Contract Deliverable no more than three (3) times to achieve approval of Deliverable by SIPA. | There will be no more than three (3) formal submissions of any Deliverable to gain acceptance by SIPA. | If Deliverables require more than three (3) submissions, a \$1000 penalty will be applied for each additional Deliverable version. |
| | The Contractor shall meet all Milestones as specified in the Task Order's Project Plan. | The Contractor shall meet all Milestones as specified in the Task Order's Project Plan. | 95% of the time the Contractor meets Milestones within three (3) Business Days from the date identified in the Task Order's Project Plan, unless agreed to in writing by SIPA. | |
| Status Reporting | The Contractor shall submit a weekly status report on Friday or Saturday of each week for all website and application development projects | The Contractor shall deliver the weekly status report to SIPA's Executive Director by Friday or Saturday of each week. | <input type="checkbox"/> Weekly status report delivered on Friday or Saturday of each week. <input type="checkbox"/> Weekly status reports shall contain: <ul style="list-style-type: none"> <input type="checkbox"/> Applications Development/ Issues Tracking Log <input type="checkbox"/> Operations/Issues Tracking Log <input type="checkbox"/> Operations Performance Statistics and Outage Tracking Log <input type="checkbox"/> Approved Opportunity Proposals Tracking Report <input type="checkbox"/> Outreach/Opportunity Proposal Report <input type="checkbox"/> Transactions Report | |
| | Submit the Monthly Status Report by the last Friday of each month. | Contractor shall deliver the Monthly Status Report to SIPA's Executive Director by the last Friday of each month. The Monthly Status Report is an EGE-approved template that includes reporting of performance expectation metrics and the Contractor's performance and compliance against each performance expectation. | The Monthly Status Report shall be delivered by the last Friday of each month for the month in arrears. | |
| | Provide satisfactory training. | SIPA's training participants express satisfaction in regards to: <ul style="list-style-type: none"> <input type="checkbox"/> Quality of training materials. <input type="checkbox"/> Delivery of training and materials. <input type="checkbox"/> Preparation to perform job tasks related to the new system. <input type="checkbox"/> Presenter's ability to interact with audience. <input type="checkbox"/> Presenter's technical competency. | 95.0% of EGE training participants express satisfaction in regards to the criteria listed in the training surveys distributed to participants after the Contractor trainings. | |

| Topic | SLA | Definition | Performance Expectation | Penalties |
|---|--|---|--|---|
| Business Continuity and Disaster Recovery | The Contractor shall provide a Business Continuity and Disaster Recovery Plan. | The Contractor shall provide a Business Continuity and Disaster Recovery Plan | <input type="checkbox"/> Business Continuity and Disaster Recovery Plan must be updated annually in conjunction with SIPA. <input type="checkbox"/> Business Continuity and Disaster Recovery Plan must be updated annually to address new clients and changes to configuration. <input type="checkbox"/> Contractor shall provide SIPA an updated Business Continuity and Disaster Recovery Plan each October 15 th . <input type="checkbox"/> Contractor's Business Continuity and Disaster Recovery Plan shall satisfy the requirements of the State's Information Security Policies as prescribed by the Governor's Office of Information Technology, subject to and to the extent required under Item 14.1.2.6 in Exhibit B6. | For each week that the Contractor is late in providing a Business Continuity and Disaster Recovery Plan, Contractor shall be assessed a penalty of \$1,000, up to a maximum of \$25,000 per year. If the Contractor fails to provide a Business Continuity and Disaster Recovery Plan within twenty-five (25) weeks of the date due, SIPA may engage a third party to prepare the Plan at Contractor's expense. |
| | The Contractor shall perform system backups at predefined intervals according to the Business Continuity and Disaster Recovery Plan. | The Contractor shall perform system backups at predefined intervals according to the Business Continuity and Disaster Recovery Plan. | <input type="checkbox"/> Backups are performed nightly. <input type="checkbox"/> Backups are performed weekly. <input type="checkbox"/> Backups are performed monthly. <input type="checkbox"/> Backups are stored onsite according to Business Continuity and Disaster Recovery Plan. <input type="checkbox"/> Backups are stored offsite for a period of Business Continuity and Disaster Recovery Plan. | |
| | The Contractor shall conclude failover events in a timely manner. | The Contractor must conclude all failover events in a timely manner to support the availability of the Portal to users to conduct business. | <ul style="list-style-type: none"> 99% of all failover events are concluded in less than five (5) minutes 100% of all failover events are concluded in less than ten (10) minutes | |
| 1.4 Reporting | | | | |
| Reporting: SIPA Reporting | The Portal shall store all project artifacts in a specified document repository. | All Portal project artifacts will be stored in a specified document repository. | 99% of all project artifacts are stored in the specified document repository. The parties shall cooperate to define the scope of project artifacts within two (2) months of the Effective Date. | |
| | The Portal shall retrieve project artifacts in timely manner. | Project artifacts are available in the system when users need to access them. | 95% of all project artifacts are available to the user within five (5) minutes of request. In the case of all artifacts that cannot be retrieved within five (5) minutes, Contractor shall log a Service Desk request and provide the artifact within two (2) Business Days. | |

| Topic | SLA | Definition | Performance Expectation | Penalties |
|--------------------------|---|--|---|-----------|
| | The Contractor shall provide a Portal inventory report and application specification document each year | The Contractor shall provide SIPA a complete inventory of the Portal's hardware and Software as well as an application specification document annually or as updates occur. | <input type="checkbox"/> The inventory report shall provide an accurate listing of all hardware/Software procured, indicating asset number and date procured. Include status of maintenance and lease Contracts on hardware and Software. <input type="checkbox"/> The Contractor will provide an updated application specification document within thirty (30) Business Days of completion of any and all enhancements/modifications. | |
| | The Contractor shall provide a Capacity Planning Report annually. | The Contractor shall provide a Capacity Planning Report annually. | The Capacity Planning Report will be due annually on March 1 st and will, at a minimum include: <ul style="list-style-type: none"> <input type="checkbox"/> Servers <input type="checkbox"/> DASD <input type="checkbox"/> Network <input type="checkbox"/> Memory | |
| | The Contractor shall provide a monthly summary report that logs and documents Customer related problems in order to ensure user satisfaction. | <input type="checkbox"/> The Contractor shall produce a monthly summary report that documents Customer satisfaction and Service Desk response metrics to ensure user satisfaction. <input type="checkbox"/> A user satisfaction survey tool will be provided to EGE clients. A Customer call report will be provided to individual EGE clients on an EGE request basis. | <input type="checkbox"/> The Customer service report shall be provided to SIPA on a monthly basis. <input type="checkbox"/> The data presented in the Customer service report shall reflect the performance expectations set forth in Section 1.2 of Appendix B (SLA), Service Desk Agreement. | |
| Reporting: EGE Reporting | The Contractor shall provide website metrics for Portal Customers. | The Contractor shall provide website metrics for Portal Customers on a monthly basis. | <input type="checkbox"/> The report shall contain metrics for traffic to each site | |

Exhibit C2

Service Level Agreement Definitions

Definitions

Service

A Service is a set of URLs defined by a pattern matching regular expression.

Core Service

TPE, Drupal CMS, and the Colorado.gov Homepage

Major Incident

The highest category of impact for an incident. A major incident results in a significant disruption of one or more Core Services that lasts in excess of 30 minutes. There are additional criteria that can be applied to determine a Major Incident and that can result in the request for a Root Cause Analysis.

For purposes of this agreement, a significant disruption to a Core Service occurs when the error rate for such service exceeds 5% during a five-minute interval. Major incidents shall be calculated in five-minute intervals. If the error rate during any such five-minute interval does not exceed 5% but the Number of exceptions has exceeded one, then the Major Incident shall nevertheless be deemed to have continued during such interval. If there is no significant disruption and the number of exceptions is one or less during any five-minute interval, the Major Incident shall be deemed to have concluded. If the major incident has not concluded but the Major Incident Length Threshold has been reached then the Number of Allowed Exceptions is reset.

Major Incident Length Threshold

Thirty (30) minutes

Primary Services

The services that are subject to the Exhibit C service levels for Primary Services, which shall be agreed to by SIPA and Colorado Interactive, and upon agreement, listed in a document. This document may be reviewed and, if necessary, updated as needed by the Parties.

New Primary Service Definition

SIPA may request that a new Primary Service definition be developed and added to the list for monitoring. This request must contain the following information:

- Service Name
- A well-formed URL pattern in Perl regular expression format.

Colorado Interactive will assist SIPA in developing the URL pattern information prior to the creation of the formal request. Colorado Interactive will respond with an acceptance or denial for inclusion of the service in the SLAs and if accepted provide a list of all dependencies that are required for the proper

operation of the service and await a confirmation from SIPA that the service configuration is correct. Once the confirmation is received from SIPA that the service is defined appropriately Colorado Interactive will add the service to the service uptime report.

SLA Measurements

SLA

Colorado.gov and Drupal CMS system shall be available 24 hours a day, 7 days per week, 365 days per year.

Measurement

Downtime statistics will be calculated using the percentage of errors to total requests made to a URL pattern that is mutually agreed to by Colorado Interactive, SIPA and the EGE in 5 minute intervals. If the percentage of errors to total responses for the 5 minute interval exceeded 5 percent and no scheduled or external events contributed to the errors then downtime equal to this percentage multiplied by 5 minutes will be accrued. The remainder of the interval will be accrued as uptime. To calculate the percentage uptime the accrued uptime will be divided by the total time in the month and rounded to 2 decimal places.

SLA

The Contractor shall conduct a root cause analysis for any major incident resulting in system interruption or downtime.

Measurement

Root cause analysis will be performed for all Major Incidents, or whenever requested by a VIP. VIP requested RCAs are not subject to the time requirements of the SLAs in Exhibit C unless requested by SIPA, but will be delivered in a timeframe agreed to by parties. VIPs are:

- Executive Directors of any State Agency
- Statewide Internet Portal Authority Board Members
- Elected Officials that represent an EGE.
- Colorado Interactive Managers Including:
 - General Manager
 - Director of Portal Operations
 - Director of Development
 - Director of Project Management
 - IT Operations Manager
- Other Individuals as defined by the IT Operations Manager.

The following steps will be taken to create the root cause analysis:

1. Define the problem or describe the event factually. Include the qualitative and quantitative attributes (properties) of the harmful outcomes. This usually includes specifying the natures, the magnitudes, the locations, and the timing of events.
2. Gather data and evidence, classifying it along a timeline of events to the final failure or crisis. For every behavior, condition, action, and inaction specify in the "timeline" what should have been done when it differs from what was done.
3. Ask "why" and identify the causes associated with each step in the sequence towards the defined problem or event. "Why" is taken to mean "What were the factors that directly resulted in the effect?"
4. Classify causes into causal factors that relate to an event in the sequence and root causes that if eliminated, can be agreed to have interrupted that step of the sequence chain.
5. Identify all other harmful factors that have equal or better claim to be called "root causes." If there are multiple root causes, which is often the case, reveal those clearly for later optimum selection.
6. Identify corrective action(s) designed to prevent recurrence of each harmful effect, including outcomes and factors. Check that each corrective action would, if pre-implemented before the event, have reduced or prevented specific harmful effects.
7. Identify solutions that, when effective, and with consensus agreement of the group, prevent recurrence with reasonable certainty, are within the institution's control, meet its goals and objectives and do not cause or introduce other new, unforeseen problems.

The results of the root cause analysis will be summarized and reported to SIPA in the form presented in Appendix C. The completed root cause analysis will be delivered to within 5 business days of the major incident, or, if the root cause analysis was otherwise requested by a VIP, within the timeframe agreed to by the parties.

SLA

The Contractor shall pay a penalty for the loss of functionality of any Primary Service provided by Contractor.

Measurement

Downtime statistics will be calculated using the percentage of errors to total requests made to a URL pattern for the Primary Service, SIPA and the EGE in 5-minute intervals. If the percentage of errors to total responses for the 5 minute interval exceeded 5 percent and no scheduled or external events (i.e., PE Exclusions) contributed to the errors then downtime equal to this percentage multiplied by 5 minutes will be accrued. The remainder of the interval will be accrued as uptime. To calculate the percentage uptime the accrued uptime will be divided by the total time in the month and rounded to 2 decimal places.

SLA

Pages housed within the Portal shall load within 4 seconds.

Measurement

Uptime statistics for response times are calculated by first identifying all requests that meet the following criteria:

- Have a MIME type of text/html
- Have a size less than or equal to 256KB
- Match the agreed upon regular expression

Then calculating the percentage of responses that took longer than 4 seconds to complete (i.e. slow responses) to total responses from the service in 5-minute intervals. If the percentage of slow responses to total responses exceeded 5 percent and no scheduled or external events (PE Exclusions) contributed to the slow responses then downtime equal to this percentage multiplied by 5 minutes is accrued. The remainder of the interval is accrued as uptime. To calculate the percentage uptime the accrued uptime is divided by the total time in the month and rounded 2 decimal places.

SLA

The Transaction Payment Engine (TPE) shall average no more than five (5) second transaction response times.

Measurement

Uptime statistics for response time are calculated as the average of all response times to a request to authorize a financial transaction in the reporting period.

SLA

The Contractor shall conclude failover events in a timely manner.

Measurement

This SLA specifically refers to the service provided on the host tpe2-co.cdc.nicusa.com port 4430. The health of this service is determined by running a health check on each node of each cluster in all datacenters. This health check tests the health of the application server and the database. If the load balancer in our primary facility finds that the health check fails on all local application servers and there is at least one application server in the secondary facilities cluster that has passed the health check then failover to the secondary facility is immediately initiated. The process of failing over involves updating DNS records to point from the primary facility to the secondary facility. These DNS records are set to cache for 30 seconds. For the purposes of this SLA the length of the event will be from the time the load balancer detects that all health checks fail on all local application servers in the primary datacenter while at least one application server in the secondary facilities cluster has passed the health check to the time when the authoritative DNS servers begins returning the secondary facilities DNS information.

Exhibit B7
Portal Integrator Services Contract – List of Required Contract Deliverables

| Deliverable | Due Date | |
|-----------------------------|---|--|
| Outreach and Marketing Plan | The Marketing and Outreach Plan will be due one full year after Contract execution and shall be delivered on an annual basis every year thereafter. | |
| Business Plan | The Business Plan must be submitted within one full year after Contract execution and every year thereafter. | |
| Training Plan. | The Training Plan shall be delivered one hundred eighty days after Contract execution and updated on an annual basis thereafter. | |
| Staffing Plan | The Staffing Plan shall be delivered on an annual basis that includes its approach for maintaining appropriate staffing levels throughout the term of the Contract and adjusting its resources as necessary to maintain the required level of service. For every one million dollars in revenue growth exceeding expectation, an updated staffing plan must be provided for approval by SIPA and demonstrate abilities to meet the resource demands for the growth. | |
| Quality Assurance Plan | Must be delivered within the first year after Contract execution and updated on an annual basis thereafter. | |
| Disaster Recovery Plan | The Disaster Recovery Plan is due within the first year after Contract execution and must be updated annually thereafter. | |
| Security Management Plan | The Security Management Plan is due one hundred twenty calendar days after Contract execution. Updated annually in accordance with the other provisions of the Contract. | |
| Project Status Reporting | The Contractor shall conduct weekly status reporting to SIPA on the status of projects, including schedules, risks, | |

| | | |
|-----------------------------|--|-----------------|
| | issues, and other associated project activities. | |
| Future Turnover Plan | Future Turnover Plan due to SIPA no later than one hundred eighty calendar days prior to Contract expiration. SIPA will authorize operational readiness prior to full transition | |
| Portal Uptime Reports | The Contractor shall provide reports on Portal uptime, any downtime, identified security concerns, site incidents, potential breaches, and other issues or problems impacting the site. The monthly availability report shall be provided to SIPA once a month for the previous month's service availability for those Portal components within its direct control. | |
| Portal Payment Transactions | The Contractor shall deliver reports, demonstrating Portal payment transactions, EGE funds collected, and funds placed in appropriate accounts. | |
| Root Cause Analysis Report | The root cause analysis must be delivered to SIPA as provided for in Exhibit C. | |
| Status Reports | <ul style="list-style-type: none"> • Weekly status report delivered to SIPA's executive director on the first last Business Day of each week for all application and website development projects. • Weekly status reports shall contain: <ul style="list-style-type: none"> ○ Applications Development/ Issues Tracking Log ○ Operations/Issues Tracking Log ○ Operations Performance Statistics and Outage Tracking Log ○ Approved Opportunity Proposals Tracking Report ○ Outreach/Opportunity Proposal Report ○ Transactions Report | |
| Monthly Status | Contractor shall deliver the Monthly | SLA 1.3, Status |

| | | |
|---------|--|-----------|
| Reports | Status Report to SIPA's Executive Director by the last Friday of each month for the month in arrears. The Monthly Status Report is an EGE-approved template that includes reporting of performance expectation metrics and the Contractor's performance and compliance against each performance expectation. | Reporting |
|---------|--|-----------|

Exhibit D

Document Overview and Purpose

This document is designed to be a proposal or statement of work for any task orders or projects that require a proposal prior to the work order/task order. This document outlines scope, cost, deliverables, and any limitations involved with the project.

Audience

This document is prepared for external entity executives and internal records.

Document History and Versioning

Date of this revision: 07/13/2012

| Version | Activity | Author | Date |
|----------------|-------------------|-----------------|-------------|
| .01 | Template Creation | Molly Van Bloom | 07/13/2012 |
| .02 | Updated Template | Sara Bell | 07/19/2012 |
| | | | |

How to Use this Document:

The title of this document can either be Task Order Proposal or Statement of Work. Some sections have “if applicable” in the heading, these can be taken out of the document if not applicable to your project.

(This section should include instructions on specific portions of the document)

Colorado Interactive

[Click **here** for Application/Project Name]

[Click **here** for Department Name – Division Name]

[Document Name]



[Click here for Department Name]

[Project Name (if different from app name)]

[Application Name]

Task Order Proposal or Statement of Work (use what applies)

Tracking Number [XXX-xxx-XXX]

Version [x.x]

[Date]

CONFIDENTIAL AND PROPRIETARY INFORMATION: PROPERTY OF COLORADO INTERACTIVE NOT TO BE COPIED OR DISTRIBUTED UNDER ANY CIRCUMSTANCE.

Colorado Interactive

[Click **here** for Application/Project Name]

[Click **here** for Department Name – Division Name]

[Document Name]

TABLE OF CONTENTS

| | |
|--|---|
| 1. Overview | 4 |
| 1.1. Department..... | 4 |
| 1.2. Division..... | 4 |
| 1.3. Project Name | 4 |
| 1.4. Definitions..... | 4 |
| 1.5. Term and Scope | 4 |
| 2. Statement of Work | 5 |
| 2.1. Objectives | 5 |
| 2.2. Description of Work..... | 5 |
| 2.3. Specification and Performance Standards (If applicable) | 5 |
| 2.4. Deliverables | 5 |
| 2.5. Schedule and Timeline for Performance | 6 |
| 2.6. Additional Terms..... | 6 |
| 2.7. Contact Information | 6 |
| 3. Cost Proposal | 7 |
| 3.1. Assumptions..... | 7 |
| 4. Signatories..... | 8 |

Colorado Interactive
[Click **here** for Department Name – Division Name]

[Click **here** for Application/Project Name]
[Document Name]

1. Overview

1.1. DEPARTMENT

<<Insert Department Name>>

1.2. DIVISION

<<Insert Division Name>>

1.3. PROJECT NAME

<<Insert Project Name>>

1.4. DEFINITIONS

<<Insert definitions for acronyms included in this document>>

Examples:

Agreement, or SOW Agreement - this Statement of Work Agreement, identified as a "Task Order" under that certain Master Contract between CI and SIPA dated May 2, 2005.

CDB – Customer Database

CI or Contractor– Colorado Interactive, LLC

Customer – An organization or individual with a Colorado Interactive billing account

Department- Colorado Judicial Department

ICCES – Integrated Colorado Courts E-filing System

JPOD – Judicial Paper on Demand

Party – CI or the Department

PMP – Project Management Plan

SIPA – Statewide Internet Portal Authority

Transaction – any billable action performed through a JBITS application.

TPE – Transaction Processing Engine

User – An individual authorized to perform transactions on behalf of the customer

1.5. TERM AND SCOPE

If there is a term for this proposal, enter it here. Briefly describe the scope of the project. What is included? What might not be?

2. Statement of Work

2.1. OBJECTIVES

What is the application supposed to do? What will CI deliver to the agency? To citizens?

2.2. DESCRIPTION OF WORK

What is being built? Describe application and the main functionality.

Requirements gathering?

When does the work need to be done by?

2.3. SPECIFICATION AND PERFORMANCE STANDARDS (IF APPLICABLE)

Example:

CI's payment solution will have the maximum capacity to accommodate:

- 2,000,000 transactions annually
- \$150,000,000 in annual gross receipts
- 40,000 Customer accounts
- 400,000 User account users

2.4. DELIVERABLES

Examples:

This Statement of Work was prepared with the high-level requirements as known by both parties as of the date of this document. CI will refine and finalize all detailed requirements and present to the Department for approval a Functional Specification document to be agreed to and signed by all parties to this agreement. See Section 9 for more details about the timeline for this deliverable.

CI will create a comprehensive Project Management Plan (PMP) to govern the initiation, planning, execution, control and closing phases of this project. The PMP will include all firm fixed requirements, roles and responsibility matrix, project schedule and management plans for communication, resources, change, risk and quality.

Requirements/Documentation/Testing:

- Comprehensive project specifications
- Published test plan and testing results for GIP application
- Coordinate testing with stakeholders
- Assist in implementing final project planning and execution

User Interface:

- Adjust the Match Results page to add DPA intercept information
- Create new PDFs letters for obligor's after a DPA intercept is made
- Adjust the current itemized receipt that the obligor receives to add DPA intercept information

Colorado Interactive

[Click **here** for Application/Project Name]

[Click **here** for Department Name – Division Name]

[Document Name]

Backend/System:

- Establish connectivity and data sharing protocols with DPA
 - Option of creating a web service connection or a secure FTP (SFTP) encrypted file transfer process between CI and DPA
- Integrate DPA data lookup into existing registry lookup module
- Establish intercepted funds distribution protocols and interfaces with DPA

Reporting:

- Include DPA intercepts into already existing GIP online reports.
- Create an online report for DPA to use for financial reconciliation based on the requirements of the business

2.5. SCHEDULE AND TIMELINE FOR PERFORMANCE

If applicable. Check with management before including this item.

2.6. ADDITIONAL TERMS

If applicable.

2.7. CONTACT INFORMATION

CI Project Manager Name

Phone

Email

Entity Project Manager Name

Phone

Email

Any other stakeholders necessary

Colorado Interactive

[Click **here** for Application/Project Name]

[Click **here** for Department Name – Division Name]

[Document Name]

3. Cost Proposal

The following proposal is based on a level of effort estimate based on the high level requirements collected between <<Entity Name>> and CI.

3.1. ASSUMPTIONS

- All timelines are approximate
- CI is not responsible for delays caused by <<Entity Name>>. Any delay could result in changes in the timeline delivered in the PMP.
- Include anything else necessary as an assumption.

| Hours | Resource | Rate | Total |
|-------|----------------------|----------|-------|
| | Project Manger | \$125.00 | |
| | Development | \$180.00 | |
| | Design | \$110.00 | |
| | System Administrator | \$110.00 | |
| | Executive Management | \$110.00 | |
| Total | | | |

Colorado Interactive

[Click **here** for Application/Project Name]

[Click **here** for Department Name – Division Name]

[Document Name]

4. Signatories

IN WITNESS WHEREOF, the Parties hereto execute this on the dates set forth below.

John D Conley, Executive Director
Statewide Internet Portal Authority

Date

<<Signee, Title>>
<<Entity>>

Date

Fred Sargeson, General Manager
Colorado Interactive, LLC

Date



Exhibit E

Document Overview and Purpose

The Work Order document is used for projects where there is no cost to the entity partner.

Audience

This document is intended for the entity partner project manager and sponsors; the CI project manager and executive management; and SIPA executive management.

Document History and Versioning

Date of this revision: July 27, 2012

| Version | Activity | Author | Date |
|---------|--|------------------------|------------|
| 0.2 | Revisions to Initial Draft | Marty Hartley | 7/27/12 |
| 0.3 | Template update | Sara Bell | 10/02/2012 |
| 0.4 | Added Sponsor, Hardware Deliverables, and changed "Definitions" to "Acronyms". | Elizabeth Chandler-Vos | 10/22/2012 |

How to Use this Document:

This document is the de facto project charter. It is used to provide the high-level description of the work to be performed, entity project initiation dates and service deliverables for the project.

Although this document provides some boiler-plate entries and language, it is the responsibility of the CIPM to use their best judgment to modify this document as needed to meet the specific requirements of the project for which it will be used.



[Project Name] Work Order

Tracking Number: [work order/task order number]

Date: [enter date]

Entity Partner

[Enter the organization name of the entity partner]

Project Name

[Enter the name of the project- per project naming convention]

Description of Work

[Enter a brief description of work to be performed. This should include at a minimum a description of the business need, the goals for the project, the current process being used (if any), and anticipated change to the current process.]

Acronyms

- CI – Colorado Interactive
- SIPA – State Internet Portal Authority
- XXX – XXXXXXXXXX

Deliverables

Assumptions

- Entity Partner will return fully executed Work Order to SIPA by [date]
- Entity Partner will complete requirements gathering by [date]
- Entity Partner will complete information required for the project plan by [date]
- Entity Partner will be available to complete work according to timeline established in the project plan
- Assumption n

Service Deliverables

- Service Deliverable 1
- Service Deliverable 2
- Service Deliverable n

Software Deliverables

- Software Deliverable 1
- Software Deliverable 2
- Software Deliverable n

Hardware Deliverables

- Other Deliverable 1 (If not yet determined, indicate “Hardware needs and availability will be outlined in the Project Plan and/or Specification Document”)
- Other Deliverable 2
- Other Deliverable n

Other Deliverables

- Other Deliverable 1 (ex: training provided)
- Other Deliverable 2



- Other Deliverable n

Colorado Interactive Project Manager

[CIPM name, title]

[CIPM phone 1]

[CIPM phone 2]

[CIPM phone n]

[CIPM email]

Entity Project Manager

[EPM name, title]

[EPM phone 1]

[EPM phone 2]

[EPM phone n]

[EPM email]

Project Sponsor

[Sponsor name, title]

[EPM phone 1]

[EPM phone 2]

[EPM phone n]

[EPM email]

Customer Support

[Enter the general customer support plan as required for the specific project, samples provided below]

Entity Project Manager will be responsible for Tier 1 support and Tier 2 and Tier 3 support issues can be escalated to Colorado.gov. Specific support details will be outlined in Project Plan.

Colorado.gov will provide customer support for this service through the Colorado.gov Service Desk. The Service Desk will pass issues and policy questions beyond the scope of the service to the [entity partner]. Specific support details will be outlined in Project Plan.

Infrastructure Impact

[Enter any significant impacts or dependencies on entity partner's infrastructure]

Security

This application may collect, store and transmit personally identifiable information. CI will utilize security best practices that are in compliance with CI and the State of Colorado security policies to protect this information.

Any deviation from these best practices may only be made upon a written request from the entity partner. CI reserves the right to terminate this work order if it is deemed that these deviations would place unacceptable risks on CI, SIPA or other entities with whom CI and SIPA conduct business.

Implementation



Once requirements have been gathered, written and approved by the entity partner, CI and SIPA; CI will provide an estimated project schedule. The project schedule is based on the current CI project queue and level of effort estimates for all stages of application development lifecycle, which include prototype design, development, testing, system configuration and production implementation. The project schedule will be reviewed and approved by the entity partner and CI during an established project plan review meeting at which time a mutually acceptable start date will be determined.

During the development process, unforeseen delays may occur. In the event of an unforeseen delay, CI will immediately notify the entity partner and SIPA of any required changes in projected dates. The entity partner will notify CI and SIPA of any changes in their ability to meet any of their performance obligations of the project.

CI shall not be liable for any delay in performance under this work order to the extent said delays are proximately caused by factors beyond CI’s reasonable control and occurring without its fault or negligence, including failure of applications, infrastructure, other government entities or private sector parties, to meet performance obligations in a timely manner relative to this project. Dates by which performance obligations are scheduled to be met, will at minimum be extended for a period of time equal to the time lost due to any delay so caused.

Statutory Fee Collected

[Enter any statutory fee that will be collected by the application]

Remittance Provisions

[Enter any remittance provisions required by this application]

Fee Collected on Behalf of Portal

[Enter any fee that will be collected on behalf of portal – if none is anticipated, input “None Anticipated”]

Additional Terms

CI agrees (and is contractually bound) to follow all confidentiality requirements set by Entity. CI will be responsible for the maintenance of the code base underlying this service. This service and database will reside on CI infrastructure within a data center that is mutually agreed upon by SIPA and CI.

This work order will be coterminous with the State’s Master Contract with CI unless one of the parties elects to terminate the work order by giving thirty days written notice to the other parties.

Entity must give CI a reasonable amount of time to update and support this service when changes to requirements are made or requested.

This Work Order is a supplement to, and subject to the terms and conditions of, the Eligible Governmental Entity Agreement between SIPA and Entity.

This service is being developed as an enhancement to the State’s portal known as Colorado.gov. Entity will work in coordination with SIPA and CI on press releases, events, and promotions of this service.

If the online service described in this Work Order is related to the provision of vital public services, such as utilities, that affect the welfare of citizens and businesses, the Entity agrees not to rely solely upon the online service in taking adverse action to terminate or reduce such



Linking businesses & citizens to government

service without giving the citizen or business the opportunity to validate the reported information.

[Signee, Title] [Date]
[Entity]

John D. Conley, Executive Director [Date]
State Internet Portal Authority

Fred Sargeson, General Manager [Date]
Colorado Interactive, LLC



Colorado Interactive, LLC
600 17th Street Suite 2150 South
Denver, CO 80202
Office: (303) 534-3468

State of Colorado
John D. Conley, PMP
Executive Director
Statewide Internet Portal Authority (SIPA)
1300 Broadway, Suite 11010
Denver, CO 80202

Subject: Colorado Interactive, LLC, response to Solicitation # SIPA PI-02, "Portal Integrator Contractor to Operate, Support, and Maintain a Statewide Internet Web Portal"

Colorado Interactive, LLC, respectfully submits for consideration this response to the State of Colorado Request for Proposal (RFP) Solicitation # SIPA PI-02 for "Portal Integrator Contractor to Operate, Support, and Maintain a Statewide Internet Web Portal."

As required by 6.1.1.6.1.5, Colorado Interactive, LLC ("CI") has included copies of its audited financials in its response. Per sections 6.6.1 and 19.4.2 of the RFP, CI hereby asserts that each line and page of these financials are protected from disclosure by Colorado Revised Statutes Section 24-72-204(3)(a)(IV), which exempts from public disclosure "[t]rade secrets, privileged information, and confidential commercial, financial, geological, or geophysical data, including a social security number unless disclosure of the number is required, permitted, or authorized by state or federal law, furnished by or obtained from any person." *Id.* The financials are trade secret, confidential commercial and financial information that would be obtained from CI. CI protects this information from disclosure and does not otherwise freely share with third parties, and, further, the disclosure of the same to third parties would give third parties a competitive advantage over CI.

As required by RFP section 6.1.1.3, this transmittal letter provides the following:

6.1.1.3.1. *The letter of transmittal must be limited to two pages, must contain the Offeror's name, business address, legal status (corporation, partnership, limited liability corporation, limited liability partnership, joint venture, sole proprietorship, etc.), and must include:*

Offeror's Name: Colorado Interactive, LLC
Business Address: 600 17th Street Suite 2150 South
 Denver, CO 80202
Legal Status: Limited Liability Corporation

6.1.1.3.1.1. *A brief statement of the Offeror's understanding of the Work to be done and a summary of its proposal.*

Colorado Interactive has thoroughly reviewed and understands the work to be done under this RFP.

The RFP aligns well with CI's ongoing efforts to ensure an ability to provide quality project management, design, application development, and payment processing to customers, and to have the robust infrastructure and the policies and procedures in place to ensure stability, security, and scalability. CI also understands the importance of providing top notch customer service to agencies and end users, and the need to provide operational transparency to SIPA through reporting, constant collaboration,

EXHIBIT F



Portal Integrator Contractor to Operate, Support, and Maintain a Statewide Internet Web Portal

TECHNICAL PROPOSAL
RFP SIPA PI-02

SUBMITTED TO:

John Conley
Executive Director of SIPA
john@cosipa.gov

SUBMITTED BY:

Colorado Interactive, LLC
600 17th Street Suite 2150 South
Denver, CO 80202

Due: July 26, 2013, 5:00 p.m. MDT

and by measuring and meeting targeted SLA's to assure our standards are being met.

In our response to the RFP, we have provided a detailed description of each aspect of our operation, and how we plan to meet the requirements of the RFP today and into the future.

If we are fortunate enough to be selected by the State for award, we look forward to negotiating the final terms and conditions with the State as part of a new master services agreement to continue to serve SIPA and the State of Colorado. We are confident that we can reach mutually-acceptable terms that foster a collaborative partnership between CI and the State.

We firmly believe that our e-government services development and payment processing experience in Colorado positions Colorado Interactive as the strongest possible e-government service partner for the state of Colorado. We look forward to discussing our proposal and continuing our partnership with SIPA.

6.1.1.3.1.2. *The names, titles, addresses, and telephone numbers of the individuals who are authorized to make representations on behalf of the Offeror.*

Fred Sargeson
General Manager
Colorado Interactive, LLC
(720) 810-9543

6.1.1.3.1.3. *A statement that the person signing the transmittal letter is authorized to legally bind the Offeror.*

Fred Sargeson, General Manager, is authorized to legally bind Colorado Interactive, LLC.

6.1.1.3.1.4. *Signature of person(s) authorized to legally bind the Offeror.*

Mr. Sargeson's signature is provided below.



Fred Sargeson
General Manager
Colorado Interactive, LLC

Table of Contents

6.1.1.5. EXECUTIVE SUMMARY 4

6.1.1.6. QUALIFICATIONS OF FIRM 7

6.1.1.7. APPROACH TO SCOPE OF WORK14

6.1.1.9. QUALIFICATIONS OF PROPOSED KEY PERSONNEL & OTHER STAFF53

6.1.1.10. CORPORATE REFERENCES69

6.1.1.11. EXCEPTIONS TO TERMS & CONDITIONS.....72

ENCLOSURES & ATTACHMENTS73



6.1.1.5. Executive Summary

6.1.1.5.1.1.

Concise summarization of the services being offered to meet the requirements of this solicitation and summary of the proposal.

Colorado Interactive (CI) welcomes the opportunity to respond to this RFP to continue its productive partnership with the Statewide Internet Portal Authority (SIPA) and the State of Colorado to successfully deliver e-government services. CI is a wholly owned subsidiary of NICUSA, Inc. (NICUSA). NICUSA is a wholly owned subsidiary of NIC Inc. (NIC), a publicly-traded company (NASDAQ: EGOV). As a partner with the State since 2005, CI has a proven track record of helping SIPA deliver hundreds of specific e-government services that represent some of the most innovative services in the nation.

CI's technical capabilities align perfectly with meeting the requirements of this RFP and SIPA already benefits from our experience and implementation of an innovative funding approach that doesn't rely on appropriated tax dollars and that promotes further efficiencies by making services available 24x7x365 through a variety of channels. CI is able to leverage the experience of our NIC affiliates providing similar services in other states as part of the NIC family of companies.

NIC is the leading provider of e-government services in the nation, building and managing official government web sites, e-government services, and secure payment processing solutions for more than 3,000 federal, state, and local government agencies across the country. Our Denver-based dedicated CI staff, combined with our NIC resources and industry leadership, allows us to present an aggressive next-generation digital government program for the State. We have already begun to plan for the next five years and will hit the ground running on day one of the new contract. In this proposal, we have provided evidence of our proven capabilities to deliver on the requirements of this solicitation, as well as details about our plans to meet the State's vision for the Colorado e-government program of the future.

Proven, Results-Focused Expertise

CI welcomes the opportunity to continue our partnership with the State, and to improve upon one of the nation's premier government web portals. Based on the requirements of the RFP, SIPA requires a technically versatile partner that can handle a wide range of portal services. Our dedicated, locally based staff of professionals has a proven track record and can offer the State the following:

- **Collaboration, transparency, and accountability:** CI has established a trusted relationship with SIPA and strives to ensure that organizational transparency reaches all aspects of operation. Operational maturity, project health, financial transparency, and staffing qualifications and levels, are reported on and/or discussed on a regular basis to ensure CI is meeting and exceeding the expectations of SIPA. CI management has established an expectation and a culture that emphasizes openness and accountability for our actions. The RFP requires additional reporting that will reinforce and further strengthen the relationship that exists now between CI and SIPA, and CI is committed to meeting all new reporting requirements.
- **Responsive, results-oriented solutions for state and local EGEs:** CI currently works with more than 100 state agencies, local governments, and special districts, and has met the needs of the state and its constituents through development of custom applications, integration with third party software providers, marketing campaigns to drive adoption of services, secure payment



processing, and a focus on customer service. No other provider can match our track record in working in conjunction with state government to deliver value through e-government.

- **Innovation and new technology:** CI recognizes that services and sites must be available through popular devices, and has begun to design all new services and sites using a responsive design approach. CI developed sites such as the Department of Regulatory Agencies, which proves that even complex robust sites can be delivered elegantly and effectively on any device. Through the release of the fully responsive Driver License Renewal service, CI has also ensured the Common Checkout Service is fully responsive, demonstrating that CI can and will deliver robust mobile payment services as well. CI is further exploring relationships that would enable 3rd party mobile payment solutions as well, such as PayPal or Google wallet, and we are excited to deploy those technologies under the new contract. As new technology options become available, CI will engage SIPA in these discussions to determine if these solutions make sense for this program.
- **Continual reinvestment in success:** As the portal has grown in scope and responsibility, CI has invested appropriately in the tools, the expertise, personnel, and technology necessary to meet the demands of SIPA and EGEs. This investment continues with the expected completion of a two-year investment to build a new portal Datacenter in 2014 that will provide a robust and scalable infrastructure to meet SIPA's needs, and provide capacity for future growth.
- **Proven marketing and outreach to drive usage:** CI understands that e-government is only effective when agency, citizen, and business users take advantage of online services. CI has worked with a variety of agencies to help drive adoption and online usage that benefits citizens and businesses of the State. We understand that online usage is not only beneficial for the user, but also can save agencies time and money, which is critical in today's current economic environment. CI's 'Save Time Renew Online' and Guy Vroom campaigns have been recognized nationally as best-in-class campaigns utilizing multiple channels including social media to drive adoption of online Driver License Renewals. Colorado's Department of Revenue has seen a 100% increase in adoption since the campaign began in 2010. CI will work with SIPA in the future to execute on an approved annual Marketing and Outreach Plan to build upon past success.
- **Continual improvement:** CI works to ensure we are responsive to the evolving needs of EGEs and are able to deploy new solutions and technologies in a rapid and repeatable manner. For example, in 2011 CI decided it was necessary to adopt a Java Enterprise application platform to meet customer demand for rich client web applications. After an extensive review of available solutions CI chose the JBoss Enterprise Application Platform. JBoss offered a compelling combination of support for our existing application suite while providing an updated framework for creating the rich client web applications demanded by our customers. Additionally, in 2013 CI identified a need to improve our ability to respond to EGE requests for hosted website solutions. While the existing solution had scaled to a total of 195 sites there was a need to replace it to meet future capacity and performance needs. After an extensive internal and external review CI and SIPA chose Drupal to replace the existing CMS. Based on the experience of other NIC staffs using Drupal, we expect to be able to dramatically increase our capacity to roll out more websites being demanded by agencies.
- **Colorado.gov Portal:** Colorado.gov is the gateway for state information and services provided to citizens and businesses. CI is committed to ensuring the portal remains the primary avenue to navigate across multiple sites within the enterprise and to continue to ensure a consistent look and feel across agency sites. CI foresees an opportunity, through the 'Brand Colorado' initiative to improve the design consistency across all state sites, and believes the Drupal implementation will provide the perfect tool set to enable long-term management of this goal.
- **Security and regulatory compliance:** CI, and its parent company NIC, put tremendous effort into ensuring compliance with multiple established security standards, including Payment Card



Industry – Data Security Standard (PCI-DSS). Through internal and external audits and scans and our participation in the Verizon Terremark Security Management Program, CI continually assesses its security and operational posture to ensure and demonstrate compliance with key international, industry, and regulatory standards.

- **Tenured, Colorado-based team:** Unlike other providers that parachute in experts for a short period of time and then redeploy personnel to other projects, CI has built its own team of local experts over time. Our team of 35 experts has many years of e-government experience supporting the needs of the State of Colorado. We will continue to provide a staff of proven experts who maintain long-term relationships across state government and the private sector – with the goal of continuing to support Colorado.gov and its application development needs.
- **Service delivery and customer satisfaction:** CI has made significant investments to establish best-in-class capacity for service delivery. This includes certifying all personnel in ITIL foundations, hiring an IT Operations Manager, doubling the number of Service Desk employees, and partnering with Salesforce.com to provide a combined customer relationship management and incident management system. CI's service goals include assessing our effectiveness by constantly monitoring service metrics, benchmarking and establishing service targets, building a more effective knowledge base, and maintaining records of customer communication throughout the service lifecycle.
- **Flexible and responsive financial models:** No other provider has implemented any form of self-funded e-government more than once. CI's parent company, NIC, has successfully delivered variations of the self-funded model in 30 states and at the Federal and local government level. We propose to continue the self-funded approach under a new contract with SIPA and the State of Colorado and are confident that such a partnership will continue to provide a win-win-win for the State, SIPA, its constituents, and CI.
- **Mastery of all dimensions of e-government delivery:** CI and NIC recognize that e-government is about more than just technology. For 8 years, CI has supported Colorado's successful e-government program with policy and legal advocacy, infrastructure and application development expertise, marketing and communications programs, proven customer service, world-class design and usability, security, payment processing, market research, and a flexible financial model. No other provider has the proven ability to offer this multi-dimensional support to ensure Colorado's e-government program can continue to grow and thrive.
- **Hit the ground running:** While other vendors will have to spend the early days of the contract focused on setting up the infrastructure, transitioning 400 existing websites and services, establishing the appropriate security protocols, migrating to a new payment engine, and establishing agency relationships, CI will hit the ground running by focusing on the new services and enhancements requested in the RFP without impact to the existing users of the portal. Our first 100 days will be spent rolling out new agency sites on Drupal and continuing to build and market cutting-edge services demanded by Coloradans.

CI intends to continue to be a good partner to the State and to SIPA, and understands that being a good partner means adapting and remaining flexible in order to meet the ever changing technological and customer demands for an engagement the size and scope of Colorado.gov. CI is committed to the process of continual improvement and ensuring its focus remains on innovation, efficiency, transparency, and collaboration.

Should CI be the successful bidder for this RFP, we look forward to continuing to provide the best service to SIPA, state and local government agencies, and the citizens and businesses of Colorado.



6.1.1.6. Qualifications of Firm

6.1.1.6.1.1.

An overview and brief history of the firm, and a description of what uniquely qualifies the firm for this project.

After the Colorado Statewide Internet Portal Authority (SIPA) was established in the 2004 Legislative Session, CI was selected as the private-sector entity to work in partnership with SIPA to deliver on its objectives to create a world-class state portal and accompanying online services for Colorado. CI was founded for the sole purpose of working with SIPA to enable Coloradans to conduct business with government securely and efficiently using all available digital channels. Since 2005, we have worked in partnership with SIPA to deliver on that promise by introducing more than 400 user-friendly government websites and services. We apply innovative technologies, marketing outreach to drive adoption, customer service, and a variety of other elements to help ensure successful deployment of e-government services in partnership with SIPA.

CI has used the self-funded model to deliver, maintain, and continually enhance more than 400 unique e-government websites and services. This model was pioneered by CI's parent company NICUSA, Inc. (NIC) and is successfully utilized not only in Colorado but also in the other states NIC serves. By continuing to leverage the self-funded model under a new agreement, CI looks forward to continuing and growing our successful partnership with Colorado.

Our team is staffed with management, development, project management, marketing, design, customer service, and other professional personnel located in Denver and dedicated exclusively to provisioning this contract in partnership with SIPA. This multi-dimensional team has redesigned the Colorado.gov portal four times since establishing the portal management partnership with the State in 2005. During this time, Colorado.gov has been recognized by government and industry groups for e-government excellence and it has received the following honors and awards:

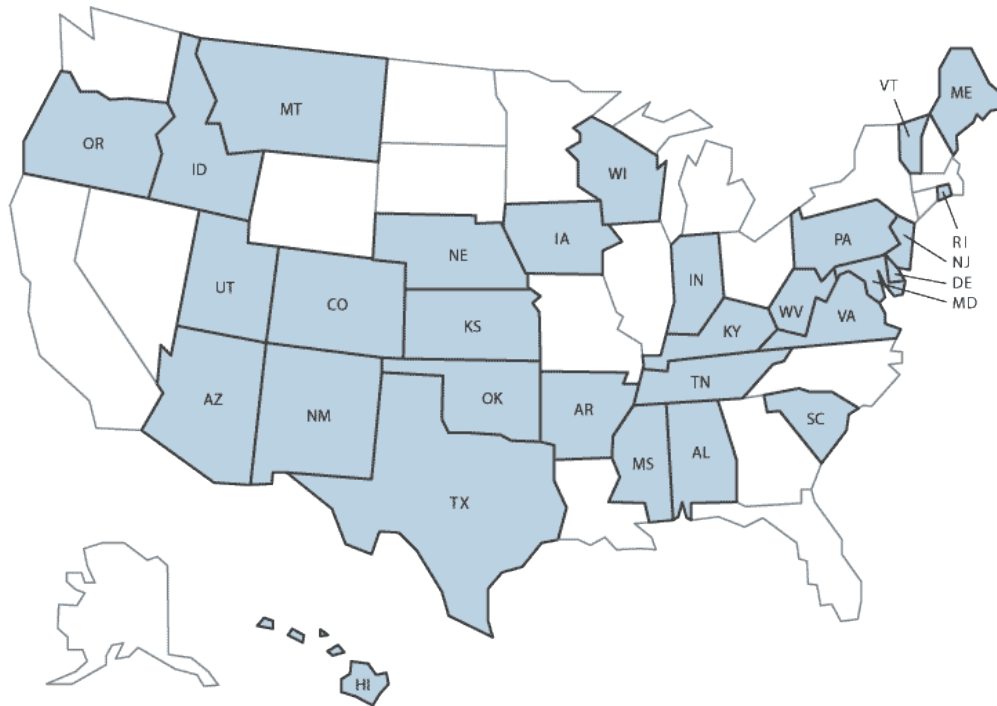
- 2010 – Best of the Web Finalist (Top Ten finish)
- 2009 – Best of the Web 5th Place
- 2008 – Best of the Web Finalist (Top Ten finish)

Other honors and awards garnered by the State through this partnership under the 2005 contract include the following:

- 2012 – Center for Digital Government – Digital Government Achievement Award for the Gambling Intercept Payments application
- 2012 - International Academy of Visual Arts – Davey Award – Silver Award in the Government Category for the 'Guy Vroom' marketing campaign
- 2012 - Communicator Award – Silver Award in the Integrated Marketing Category for the 'Guy Vroom' marketing campaign
- 2012 – Association of Motor Vehicle Administrators (AAMVA) – Pace Award – for the 'Guy Vroom' marketing campaign
- 2010 - Center for Digital Government – Digital Government Achievement Award for the Colorado Tax Tracks application



CI is more than just the organization that provides Colorado-specific domain expertise, an intimate understanding of the local political landscape, and extensive relationships built on years of trusted partnership with agency partners. We are part of the largest and most productive network of e-government providers in the world. NIC has affiliates that provide e-government programs that serve more than 3,500 federal, state, and local agencies. NIC has led the e-government industry since 1992, and we offer the deepest portfolio of solutions that currently deliver a broad set of benefits to 30 states. The map that follows illustrates these partnerships.



Among NIC’s accomplishments:

- NIC has developed and currently maintains more than 7,500 total applications, many of which process online and over-the-counter payments.
- In 2012 alone, NIC processed more than 200 million transactions and \$22.5 billion in secure payments on behalf of our government partners.

In addition, our team has access to industry leading tools and strategic alliances – with the flexibility to meet the needs of our partners and customers without compromising security, usability, accessibility, or privacy. NIC provides a number of centralized services to assist its subsidiaries, including accounting, legal, security, human resources, marketing, the NIC Payment Engine (TPE), and other services. NIC has developed financial, support, and management methodologies and tools in order to specifically address our local and state government partners’ needs and expectations. Colorado will continue to benefit from the knowledge and experience of more than 750 NIC peers across the country through the management of similar engagements in other states.

CI will continue to leverage NIC’s central e-government resources when appropriate – including leaders who have worked closely with Colorado in the past on national marketing and public relations, social media strategy, security, payment processing, application development, and e-



government best practices. No other provider can match NIC's domain expertise in e-government, and CI is eager to use our expertise to deliver additional value to SIPA and the State.

Throughout the history of our partnership with the State, CI has constantly evaluated the latest technologies and practices, selecting those most beneficial to Colorado's e-government initiatives for implementation. We pledge to continue this practice under a new contract. Building on the State's considerable progress in the area of e-government, CI will continue to provide experience in the latest technology in hardware, software, hosting environments, and solution-based technology. We will continue to retain the very best and most creative software developers, project managers, marketers, designers, and customer service staff to meet Colorado's goal of sustaining the best e-government offering in the country.

6.1.1.6.1.2.

Demonstrate experience with developing, supporting and operating web-based systems similar in size and complexity to the Colorado.gov Portal. The Offeror shall have completed a minimum of two such projects within the past three years.

CI takes pride in the e-government achievements of the State of Colorado. CI is a trusted partner to a variety of government entities across the State. No other vendor brings the depth and breadth of experience in working with as many Colorado state and municipal entities as CI. Having created more than 400 online services and websites, CI has actively engaged with more than 100 state and local government entities over the past eight years.

Per the requirement of the RFP, we offer the following three project examples from within the past three years that demonstrate our experience with developing, supporting and operating web-based systems similar in size and complexity to the services sought through this RFP.

- **Professional E-Licensing Service** – The Colorado Department of Regulatory Agencies (DORA) signed a contract with CI in 2010, to deliver a software solution supporting professional licensing and related administrative functions. This new system would replace DORA's existing professional licensing management system and also provide online license applications, renewals, and payment processing. CI partnered with CAVU (now Iron Data) and successfully delivered e-licensing for DORA in 2012. CI provided project management, training, vendor management, consulting and custom development throughout the project and is DORA's hosting and customer support partner for this service today.
- **Wait-Less Queue Management Service** – In 2010, CI signed a contract with the Department of Revenue to deliver a software solution to support in-office wait-line management (intelligent queuing) and online scheduling services for the Department of Revenue's Division of Motor Vehicles' 13 driver license offices. CI brought in partner, ACF technologies to deploy their proprietary "Q-Flow" real-queuing application on agent terminals and self-serve kiosks and successfully delivered a custom online scheduling service in 2012. Throughout this project, CI provided project management, vendor management, consulting, custom development, training, hosting, and customer support.
- **Courts eFiling Payment and Billing Service** – In 2012 CI worked with the Office of the State Court Administrator to build a billing and payment system that integrated with the Courts new eFiling



system. The new system replaced a solution from a major vendor that had been in place for ten (10) years. The billing and payment system provides payment processing for close to 2 million court filings and service transactions annually. Additionally, the system provides reporting and reconciliation features for both courts staff and external customers such as law firms, collection agencies, and government entities. CI provided project management, training materials, consulting and custom development throughout the project and is the State Court Administrator's hosting and customer support partner for this service today.

Of course, these are just three of dozens of examples of web-based systems that we have delivered in Colorado. In the past three years alone, we have delivered 22 services similar to these, 11 enhancements to custom web applications, 19 checkout integrations, 46 Payport services, and 101 CMS websites.

6.1.1.6.1.3.

Demonstrate payment processing transactions exceeding 2 million transactions per year.

CI has processed payments on behalf of Colorado government entities since the launch of our first service in 2005. NIC proposes the continued employment of the NIC Payment Engine (TPE) to process e-commerce transactions for the State. This proven, state-of-the-art payment system was tailored by our parent company, NIC, expressly for its government partners to process online, point-of-sale, kiosk, and mobile payments.

Across the NIC enterprise, TPE clearly exceeds the RFP requirement of 2 million transactions per year. In 2012 alone, TPE securely processed more than 200 million payment transactions totaling \$22.5 billion on behalf of our government partners. The Colorado instance of TPE processed more than 2.5 million transactions in Fiscal Year 2012-13 (detailed below) totaling more than \$600 million collected on behalf of Colorado state agencies and local governments.

| Colorado Agency/Public Entity | Number of 2012 Payment Processing Transactions |
|--|--|
| Colorado State Judicial Branch | 615,212 |
| Colorado State University | 14,823 |
| Department of Regulatory Agencies | 105,993 |
| Department of Revenue | 1,656,774 |
| Department of Public Safety | 25,174 |
| Department of Local Affairs | 3,945 |
| Department of Personnel and Administration | 19,872 |
| Colorado Department of Education | 36,950 |
| Jefferson County | 4,642 |
| Other State Agency transactions | 3,492 |
| Other Local Government transactions | 76,784 |



6.1.1.6.1.4.

Offeror shall describe level of PCI compliance.

CI is committed to providing Payment Card Industry's Data Security Standard (PCI DSS) compliant payment solutions for Colorado. As stated previously, if selected for award through this RFP, CI proposes to continue to process e-commerce transactions for the State with the NIC Payment Engine (TPE), which has successfully processed hundreds of millions of transactions in NIC-managed state portals. TPE is fully-hosted software as a service, enterprise-class payment processing solution. The solution for SIPA undergoes numerous audits and compliance activities, including the following:

- Annually, Colorado Interactive undergoes a PCI DSS compliance assessment
- All applications and websites are externally scanned by a PCI Approved Scanning Vendor, on a quarterly basis as a component of PCI DSS compliance
- The NIC payment processing environment undergoes an annual Level One Service Provider audit under the PCI DSS
- CI participates in the Verizon Terremark Security Management Program (SMP), which includes assessments of PCI DSS compliance in addition to other security standards
- Sarbanes-Oxley ("SOX") control validation activities occur quarterly and annually with random audits from PricewaterhouseCoopers
- In addition, NIC has a biennial SSAE 16 independent audit report issued on NIC's Payment Engine

6.1.1.6.1.5.

Demonstration of financial solvency of the organization, including the organization's most recent financial statement that has been developed by a Certified Public Accountant.

CI has the necessary financial capital to continue to provide industry-leading portal management services under the self-funding model as required by this RFP. Throughout our current contract with SIPA, CI has provided audited financial statements to SIPA on an annual basis. Per the requirement of the RFP, CI has included the requested audited financial statements with balance sheets, audited by independent public accounting firm PricewaterhouseCoopers LLP (PwC), for the most recent year available (2012). CI's financial statements are provided as an attachment in the *Enclosures & Attachments* section of the response.

CI is a wholly owned subsidiary of NICUSA, Inc. (NICUSA). NICUSA is a wholly owned subsidiary of NIC Inc. (NIC), a publicly-traded company (NASDAQ: EGOV). While CI will continue to be the company financially responsible for performance of the agreement, and is a legal entity separate from both NICUSA and NIC, we have elected to speak not only to CI's financial stability, but also to that of NIC as the ultimate parent organization of CI. While CI does not rely on the experience, financial stability or other qualifications of NICUSA or NIC, it benefits tremendously from the collective experience of NIC and its subsidiaries across the country.

NIC is a financially sound, profitable, and growing public corporation. The company's financial strength is evidenced by several factors, most notably a strong balance sheet, zero debt, a high level of liquidity and a long-term history of growth. The company's strong balance sheet features the following metrics at March 31, 2013 (the most recently available public financial information):



- Total assets of \$156.4 million and stockholders' equity of \$89.9 million
- Current assets totaling \$139.6 million and current liabilities of \$62.2 million, resulting in working capital of \$77.4 million and a strong current ratio of 2.2
- Zero debt and \$63.7 million of cash

NIC has a long history of strong and consistent revenue growth in its core business of managing official state and local government portals on an enterprise-wide basis. Over the past three, five, and ten years ended December 31, 2012, NIC's portal revenue compound annual growth rate was 16%, 19%, and 19% respectively. As a result, NIC's portal revenues have essentially doubled in size every four years since 1999, the year NIC became a publicly-traded company.

In 2012, NIC was ranked 20th on the *Forbes* magazine list of the "25 Fastest-Growing Tech Companies in America." More than 5,000 publicly traded technology companies were evaluated by *Forbes* for the ranking that includes technology giants LinkedIn (no. 1) and Apple (no. 2). This ranking adds to the national recognition NIC has received in the past 12 months. In October 2012, NIC was ranked 31st on *Forbes* list of the "100 Best Small Companies in America" with revenues under \$1 billion, based on revenue growth, earnings growth and return on equity over the past one and five year periods.

NIC is committed to maintaining long-term control of the business. Our focus is on continuing to expand the company's operations to best serve the state government marketplace over time. This long-term focus allows us to deploy innovative funding models and make investments in the development of robust e-government programs on behalf of our government partners.

Because NIC is a publicly traded company, its consolidated financial statements are independently audited and are public documents. NIC's quarterly and annual filings with the SEC can be found at <http://www.egov.com/Investors/Financials/Pages/QuarterlyEarnings.aspx> or www.SEC.gov.

6.1.1.6.1.6.

Name and location of major offices that will be used as part of the Offeror's performance under the terms of this RFP.

The vast majority of the work will be performed in the State of Colorado. CI proposes continuing to deliver the services outlined in the RFP, through its office dedicated to the Colorado portal contract, located at the following location:

600 17th Street
 Suite 2150 South
 Denver, CO 80202

In addition, corporate oversight will be provided by CI's parent organization, NICUSA, Inc., located at the following location:

25501 West Valley Parkway
 Suite 300
 Olathe, KS 66061



6.1.1.6.1.7.

Demonstrate expertise in marketing and outreach for the types of services and products offered through the Portal.

Since 2005, CI has worked closely with SIPA and various stakeholders to design and implement marketing campaigns and formal outreach strategies to engage more EGEs. In early 2012, for example, CI developed a three year-plan, jointly with SIPA, to reach more local government entities. To date, CI has more new engagements with Counties, Municipalities, and Special Districts than the previous six years combined. With its commitment to outreach strategies that get results, CI has demonstrated its ability to deploy new approaches to attract new EGEs to SIPA's e-government program.

Marketing, both portal-wide and application specific, remains a key component of CI's expertise. In 2012, the 'Guy Vroom – Save Time, Renew Online' integrated marketing campaign, conceived, designed and managed by CI and the Colorado Donor Alliance, received multiple awards and accolades. In fact, the American Association of Motor Vehicle Administrators honored the campaign with a Pace Award, which recognizes public relations and consumer education excellence across motor vehicle, law enforcement, and traffic safety agencies across North America. This incredibly successful campaign is an example of what CI plans to continue to provide SIPA and its EGE partners if awarded a new contract.

For further details on our Marketing and Outreach programs, please see our response to RFP *Section 6.1.1.8.2.*



6.1.1.7. Approach to Scope of Work

6.1.1.8.

The Offeror must clearly describe how it will meet requirements for the scope of Work outlined in RFP requirements outlined in Sections 9 – 14.

In the pages of the response that follow, we have included a high-level overview of the core functional areas, methods, and processes that need to be provided by an Offeror to meet and/or exceed the requirements outlined in *sections 9-14* of the RFP. CI currently delivers on most of the requirements in the RFP under our contract with SIPA and has the people, processes, and technology to meet all of the requirements of SIPA and this RFP, while still continuing to improve upon existing operations and deliver new services and technology solutions.

Our proposal to the State promises that we will continue to manage and market the award-winning solutions that, together, comprise Colorado.gov. In addition, CI is committed to continuing our track record of developing innovative new services that serve the public, government employees, and state and local agencies in an efficient and cost-effective manner. In order to provide a clear picture of the features of CI's offering that support the requirements in *sections 9-14* of the RFP, CI has broken down our response into the following subsections:

- Project Management & Communications
- Content Management Services
- Payment Services
- Technical Operations
- Security Services
- Other Technology Services
- Customer Service & Support
- SIPA Strategic Planning

Project Management & Communications

CI understands the requirements as detailed in the RFP, and looks forward to achieving contract success for all Portal projects and services. A transparent and collaborative approach combined with our best practices based project management and communications framework will ensure successful delivery of the full range of Portal projects and services.

CI fully understands that we will be responsible for planning, design, development, and service management of e-government applications throughout their lifecycle. CI is dedicated to providing thorough project-level planning and management. CI will continue to provide a rigorous project management framework that ensures each application is developed using a structured process.

Communications

CI currently provides, and will continue to refine, a comprehensive, transparency-focused communication strategy, to include existing public relations efforts, presentations, conferences, and the SIPA Partner Portal. Additional communications channels may include satisfaction surveys, newsletters, an EGE partner portal, or additional channels identified collaboratively with SIPA.



CI presently delivers the following reports:

- Weekly Status Reports, which currently include active projects, enhancements, key risks, schedules, tasks, overall health, phase, and project manager's notes.
- Project Launch Reports which describe the project scope, launch date, benefits to the partner, and other relevant marketing information.
- Monthly GM Reports which detail year to date histories of projects and services, significant portal analytics and metrics, customer service statistics, and an executive summary.
- Project Status Reports to EGEs as necessitated by project scope, scale, and complexity.

CI will continue to provide these reports, work with SIPA in an effort to improve the content and efficacy of the reports, and pursue the identification and development of additional reporting and communication channels.

Project Leadership

Project management maturity has been identified as a major contributor to the Portal's current and future success. An important aspect of CI's approach to project management is its Project Management Office (PMO). Established in 2011, the CI PMO enables strategic management of the entire portfolio of applications and services, while also integrating governance and comprehensive service management processes. CI will continue to work with SIPA to define project review, prioritization, and selection criteria that are grounded in the SIPA's overall e-government program vision.

We encourage project management personnel to pursue continuing education, and to obtain and maintain relevant professional credentials. Credentials currently held by the CI PMO staff include:

- Two (2) Master of Business Administration (MBA) graduate degrees
- Six (6) Project Management Professionals (PMPs)
- Five (5) Certified Scrum Masters (CSMs)
- Nine (9) ITIL v3 IT Service Management Foundations certifications

CI anticipates obtaining one Certified Business Analyst Professional (CBAP) and three (3) Agile Certified Practitioner (PMI-ACP) credentials by the end of the 2013 calendar year.

Our project management framework is based on the Project Management Body of Knowledge (PMBOK), and Agility principles as defined by the Project Management Institute (PMI). We will also tailor our practices to fit any specific needs of SIPA or to better serve Colorado.

As part of every project, CI establishes a comprehensive ITIL-based IT Service Management approach to ensure that services are supported and maintained, and that changes are introduced in a controlled and coordinated manner. The state government portals and services we manage on behalf of our partners host a wide array of applications that service many agencies and their customers. Once an application is put into production, it is managed as part of the services portfolio. All changes to these services will be managed through the approved change management process.

For each project, CI will assign a project manager who will work with SIPA project leads, staff, EGEs, stakeholders, requirements analysts, architects, and developers to draft a requirements gathering approach, fully documented requirements matrix, and a project plan. CI will track the progress of each project against the tasks and milestones of the project plan, and continuously report



development progress. In addition, the CI project manager will work with project team members and stakeholders to identify project risks and perform risk management. As part of the project process, a marketing approach, strategy, and plan will also be created to ensure that the product or application is positioned for maximum visibility and is poised to meet adoption rate goals. Communication and training plans are also tailored to the project needs at this time.

The CI project team leverages existing best practice based PMO processes including but not limited to:

- Planning
- Scope Management
- Scheduling
- Communications Management
- Change Management
- Project Reporting
- Quality Management
- Risk Management
- Resource Management
- Monitoring and Controlling
- Performance Metrics
- Issue identification and resolution

Project Governance

CI shall continue to adhere to EGE's requirements, security, and other applicable project policies, whenever possible, provided they do not conflict with CI or the SIPA's existing policies. CI will work with SIPA toward an amenable resolution when policy conflicts are identified.

As part of the project initiation process, CI will respond to new project requests from SIPA and EGEs within three (3) business days. CI will work closely with SIPA to utilize the current Task Order process for defining the scope of project work agreed upon by SIPA, determining the schedule, cost, and resources before starting work under a Task Order.

Quality Assurance & Quality Control

CI delivers excellence and continuous improvement in project and service delivery utilizing a Total Quality Management approach. All project and service team members are responsible for continuously improving the quality of their deliverables and services.

CI is eager to work with SIPA to further refine this approach. We look forward to collaboratively improving and tailoring our processes and standards to the specific goals, objectives, and strategy of SIPA. Within twelve (12) months of contract execution, CI will provide a Quality Assurance and Quality Control Plan to SIPA. The plan will combine input from SIPA with the processes outlined below.

Plan Quality

A number of steps are taken during the quality planning process to ensure all stakeholders are informed of the requirements necessary to meet the quality standards specified in the contractual and project plan documents.



Perform Quality Assurance

Ensure the quality standards and operational policies are followed by conducting procedural audits. CI has implemented policies and information systems to audit quality requirements and results to ensure processes are used and standards are achieved.

Perform Quality Control

Monitor and document the results of quality activities to measure performance and recommend changes if necessary.

Content Management Services

CI recognizes the importance of an enterprise approach to serving Colorado. A key element is supporting SIPA's desired evolution of the Colorado.gov and CMS based EGE websites. CI has unrivaled experience in designing, supporting, and enhancing state government portals, as well as state agency and other governmental entities' websites.

CI believes the value in Colorado.gov is enabling people and businesses to interact with government, securely and efficiently, leveraging all available technology channels. CI is eager to work closely with SIPA in developing and executing a strategic plan for the ongoing evolution of Colorado.gov, and in determining how to most effectively support the design and functionality needs of EGEs.

The Colorado.gov Portal

CI will continue to provide access to Colorado.gov for residents, businesses, government employees, and visitors. Colorado.gov features centralized access to:

- EGE websites
- Payment processing applications
- Work Order based custom web applications
- Task Order based custom web applications
- Other services as available

The Portal design will continue to support hierarchical branding, to include state, county, and municipal branding initiatives, in accordance with any standards or mandates issued by SIPA.

CI will remain abreast of developments in accessibility standards through both continuing education, and reviews of best practice and policy changes to be conducted at reasonable intervals. Portal content will be designed to comply with Section 508 of the Rehabilitation Act, and other standard accessibility guidelines, as appropriate. Accessibility standards for Portal content not in the complete control of CI are defined in the following section.

CI will maintain a social media presence on behalf of the Portal. CI will collaborate with SIPA to define the overall strategy, specific objectives, and metrics used in gauging the success of the social media presence.



Content Management Solution

Leveraging Drupal, CI will operate and maintain a comprehensive content management solution for Colorado, to include a full migration of existing FatWire sites to the Drupal platform. The migration strategy is outlined in the section below entitled, 'CMS Transition Approach'.

CI's deployment of two instances of Drupal is nearing completion. These instances host websites for various partners, including municipal, county, and state EGEs. These sites also serve as the pilot for implementing the Drupal platform for the State, and will inform the development of future features and processes related to providing a best in class solution and user experience for our partners.

The Drupal content management system (CMS) has revolutionized how large websites are developed and maintained. The platform/system separation of a website's content from its structure and design aesthetics enables:

- A flexible content editor user interface for creating, editing, managing, and publishing content to the web with minimal technical expertise
- Content editors to focus on creating reusable content without development and design expertise
- The ability to design, develop and deploy new websites with no custom development work
- A product lifecycle management approach to reusable feature design, functionality, creation, and deployment
- The ability to integrate EGE owned content into similar features, functionality and design aesthetic
- EGEs of appropriate maturity to leverage workflow mechanisms, thus maintaining quality control through review and approval processes
- A more personalized and richer user experience by dynamically rendering content
- The leveraging of Apache Solr, an open source enterprise search platform whose features include:
 - Full-text search
 - Hit highlighting
 - Faceted search
 - Dynamic clustering
 - Database integration
 - Rich document handling (Word, PDF)
 - Distributed search and index replication
- Flexible navigation features, including site maps, breadcrumbs and multiple or consistent taxonomies
- Facilitating content aggregation and syndication

The scope of these CMS related services includes:

- Real time or on demand publishing
- The capability to institute Google web analytics across all EGE websites (CI and SIPA to define use cases and the feasibility of dashboard and BI functionality)
- Architecting and implementing CMS for state and local government sites
- Designing and implementing governance processes and controls to support enterprise CMS deployments
- Realizing visual website designs as CMS specific templates and components



- Customizing CMS software to provide an easier content management experience, specialized capabilities to the CMS, and ensure accessibility objectives are met
- Developing training programs and supporting training resources for CMS participants
- Provide a resource library of commonly used templates and information resources

CMS Transition Approach

CI is proposing to transition the existing FatWire content to a new Drupal CMS platform through a comprehensive migration process and the use of an automated tool. To accomplish this work, CI may partner, if necessary, with an approved 3rd party expertise to ensure the migration is completed as professionally and efficiently as possible. The new Colorado.gov and agency sites will be based on an approved Drupal design standard based on best practices and SIPA specifications.

Transition to the Drupal platform will provide existing partners improved functionality and features consistent with current web practices. The phasing out of FatWire may result in legacy feature loss. CI will collaborate with SIPA to identify any feature loss, and work to address legacy feature loss items in an agreed upon manner.

Until such time that transition to Drupal is complete, CI shall maintain the existing sites, as built, in the existing FatWire infrastructure using our seasoned FatWire resources. Significant changes and feature additions to FatWire sites are to be implemented only when agreed upon by SIPA and CI.

CI will work with SIPA to finalize the migration schedule and determine the pilot entities. Following a successful pilot, CI will then collaborate with SIPA to define the prioritized approach to migration. As each entity is migrated to the new platform, there will be a formal approval and hand-off, and the agency will no longer utilize the FatWire environment. CI will coordinate and schedule any DNS changes with OIT to ensure a smooth transition experience for the entities and their users.

CI understands that each agency site approach may be different and some will require “as is” migration while others may need a more comprehensive change to the information architecture. The final approach and schedule will be approved by SIPA. CI will also work with SIPA to adjust the schedule as necessary should there be conflicting priorities or extenuating circumstances that may draw out the final migration of the content into Drupal. CI agrees to bear the cost of renewing the existing FatWire licensing should transition not conclude prior to 18 months from the contract execution date, provided there are no extenuating circumstances beyond its reasonable control.

With the above goals in mind, our proposal for environment replacement will follow a proven approach that best aligns to a phased transition. We feel that an optimized phased transition approach will provide Colorado the following benefits:

- Maximize the quality of conversion such that the future environment will benefit from the latest advances in web content management provided by the Drupal platform;
- Provide the appropriate amount of time for executing a thorough change management plan for all agency stakeholders;
- Create the ability for CI to minimize transition risks through an iterative process where key processes can first be piloted;
- Provide options whereby state agencies can use this transition period to improve the information and services presented on their sites, by verifying the relevancy of content.



CI will provide staff that are proficient and well versed in Drupal, and have knowledge of the requirements of migrating from other CMS platforms. Appropriate CI personnel have received formal Drupal training in anticipation of the transition.

CMS Training

CI will maintain one or more CMS Partner Portals, whose purpose is to support, educate, and enrich the partner experience. The portals may include:

- Video and audio trainings
- FAQs
- Tutorials
- Recommended practices
- Documentation and “How-to” guides
- Online chat functionality
- News and Announcements
- Newsletters Archives
- Event registration for user conferences
- Product roadmaps and release cycles

The CMS Partner Portals will be developed and deployed in tandem with the transitioning of existing FatWire sites to Drupal.

CI will, in collaboration with SIPA, host an annual CMS user conference for EGEs. The intent of the conference is to educate and inform EGEs about the CMS offering; new features, product roadmaps, best practices, current trends, and available resources. The conference will also provide an additional avenue for partner feedback, concerns, and suggestions. The conference may be held in-person, but will include a web based attendance option to accommodate EGEs for whom travel is onerous.

Payment Services

NIC’s expertise in delivering customized e-commerce solutions for state government is without peer in the industry. Across our e-government implementations, we provide innovative, reliable, and secure e-commerce services, and we manage all the hosting, integration, billing, merchant services, and reconciliation components on behalf of our state partners. In this capacity, CI has developed and currently maintains more than 300 interactive services that feature flexible payment channels, including online, mobile, and over-the-counter payments. Over the past 8 years, CI has continued to evolve the Colorado payment processing solution and is committed to upgrading for future needs.

At the heart of CI’s payment processing approach for Colorado is the NIC Payment Engine (TPE), a fully hosted, software-as-a-service, enterprise-class payment processing solution. NIC has a SSAE 16 independent audit report issued on TPE, and NIC is certified as a PCI DSS Level 1 Service Provider.

TPE was specifically designed for use by state governments. In 2012, NIC processed more than 200 million payment transactions and \$22.5 billion in secure payments through TPE on behalf of our government partners. As an enterprise product that is continually updated to maintain security compliance while also incorporating additional features and payment options desired by other NIC



affiliates, the State of Colorado will directly benefit from TPE enhancements identified by the State as well as NIC's other e-government partners.

NIC Transaction Payment Engine (TPE) Overview

TPE is a fully-hosted, Software-as-a-Service transaction management solution that supports multiple payment types, sales channels, and payment processors. Our solution provides partners with access to fast, reliable, secure, and cost-effective electronic payment processing. NIC has worked diligently with third party Quality Security Assessors (QSA) and financial institutions to ensure our payment solution complies with the PCI DSS and NACHA guidelines for credit card and ACH (e-check) processing.

The payment system includes a robust administrative and reporting component for the handling of all administration tasks necessary to operate and manage eCommerce transactions. Furthermore, agencies use the same online administrative tools to manage customer service inquiries, perform refunds and voids, and prepare reports. Similarly, enterprise managers from the government side can access robust reporting tools to generate reports and statistics that bridge application and organizational boundaries.

Through the development of a payment engine designed specifically to meet the unique needs of state government and through years of market-leading functional enhancements, TPE can deliver a platform that has a proven ongoing benefit to the State, including:

- Processes credit cards, debit cards, and ACH transactions through a processor-neutral configuration that allows the State to use existing banking and processing relationships and rapidly add new payment methods to the platform
- Is processor-neutral and can add new processors and payment gateways without having to alter the underlying payment engine code
- Supports heterogeneous environments where multiple payment processors are utilized concurrently in production
- Handles and tracks credit card chargebacks, electronic check returns, and other payment anomalies
- Receives and processes daily deposit details, which results in streamlined reconciliation efforts
- Includes robust credit card and ACH customer account validation capabilities to ensure initiated transaction requests are processed accurately
- Provides a fully functional test environment is deployed for use for development and testing that is fully separate from the production Payment Engine
- Has the ability to show customers itemized information on any transaction, including convenience fees

State staff will have access to both detailed and summary transaction reports that allow government entities the ability to easily track each payment, the movement of funds, and reconciliation of accounts. EGEs will benefit from this full-lifecycle approach in multiple ways:

- Disbursement reports allow agency disbursements to be reconciled with individual online payments
- Authorized staff can research transactions and obtain the detailed transaction information needed to respond to customer service inquiries



- Authorized staff are able to issue refunds using the online administrative tools
- Staff has access to real-time reports on revenue, statutory and fees (transaction, convenience, premium), cost of service, and transaction volume using the online administrative tools
- Agencies can prepare their own reports and research transactions without assistance from CI staff

VISA Government and Higher Education Payment Program

In recognition of SIPA's desire to have its Contractors participate in the VISA Government and Higher Education Payment Program, CI has applied to become a registered government merchant. If accepted, CI will implement service fees for eligible services under the program.

Payment Methods

The primary payment types typically utilized for e-government transactions are Credit/Debit Cards, ACH Debit (also sometimes referred to as eCheck), and Subscriber Billing. TPE supports all of these payment methods and the specific implementation requirements surrounding government deployments.

Not all payment methods are appropriate for all types of transactions, nor all government entities. CI recommends working directly with each partner to ensure that the proper payment methods are offered for each payment processing service.

CI would welcome the opportunity to work with SIPA to determine criteria for adding new payment methods to the enterprise service such as near field communications or mobile wallet.

PayPort Service – Common Checkout

The preferred method of integration involves CI's "PayPort" or common checkout service. With this method, a web application can redirect the user to a stand-alone checkout service to complete a payment. Once the user has completed the checkout process, and successfully made payment, they are redirected to the originating application and presented with a receipt page. The benefits of this approach are:

- Applications do not directly interact with the payment service
- The checkout process is consistent between applications
- Simplifies application development since the payment screens are reused
- Standardizes all interaction through a common shared service

Colorado agencies have been taking advantage of this service through CI's contract for several years now. Typically, once an EGE returns their necessary paperwork for setting up a new payment service, such as merchant bank account and required security documents, CI can provision both a test and production instance for the EGE within 30 calendar days.

Web Service & API Integration

Web applications are not the only application types that may directly integrate with TPE. IVR applications, kiosk applications, and point-of-sale terminals may all integrate with TPE using either the client API libraries or the web service interface.



Reconciliation Reporting

Regardless of processing method or application integration, it is imperative that agencies are able to access transaction-level financial data for internal purposes as well as customer support. Within TPE, all payment processing data is made available via a wide variety of reporting features out-of-the-box. Reports range from summary reports to detail reports showing line-item level data. In addition to generating reports, TPE provides a powerful order research tool that allows customer service representatives to quickly locate transactions. This tool allows you to search and filter transactions based on a number of criteria, and once a search is executed, additional detail is available by selecting an individual transaction from the search results screen.

The full details of the selected transaction include:

- Payment status information
- Full financial history of the transaction including refunds and returns
- Customer contact information
- Payment method with masked account information
- Line-item details of the transaction
- Comments from other administrators regarding the transaction

TPE also provides a rich set of configurable reports. These reports are targeted towards common audit points in the funds flow process to facilitate financial audit processes. These standard reports include:

- Summary reports, rolled up by agency and service
- Detail reports at a transaction level
- Detail reports at a line-item level
- Reports on refunds and returns (such as chargebacks)
- Settlement batch and deposit reports
- Disbursement reports

Once a report is generated, it can be printed or exported as a delimited file or a PDF. Reporting modules can also be custom developed and added to the TPE administrative interface when specific reports need to be generated. In addition, custom jobs may be coded and configured to generate reports on a certain schedule and to distribute them via email or another electronic channel.

Payment Security

Collecting payments is a primary function of e-government applications. Therefore, these applications must securely collect payment information such as credit card numbers and bank account numbers to process the payment. This payment information must be carefully protected throughout the entire lifecycle of the payment.

Payment Processing Offloading

As part of CI's payment processing strategy, applications requiring collection of payments will typically offload the checkout portion of the transaction to a TPE Common Checkout "PayPort" application. Accordingly, payment information is never directly collected by applications. The TPE PayPort application, hosted in a secure payment-processing environment separate from the portal and application network and servers, collects the customer payment information on behalf of the



application. This helps ensure that payment information is always handled in a consistent and secure manner.

The secure CI payment-processing environment is dedicated solely to processing financial transactions. The environment only hosts the TPE PayPort application, payment engine, and other financial processing components. This processing environment undergoes frequent security audits and maintains comprehensive compliance certifications. For instance, NIC has been certified as a Level One Service Provider under the Payment Card Industry's Data Security Standard (PCI DSS). NIC also has a SSAE 16 independent audit report issued on NIC's Payment Engine.

Secure Payment Lifecycle

Payment information must be protected for its complete lifecycle. This lifecycle includes collection of information from the end user, transmission of information to backend processors, and storage of payment information within systems.

The TPE PayPort application can only be accessed using secure TLS/SSL connections, ensuring that the user's payment information is safely and privately transmitted over the Internet. Moreover, Colorado payment applications communicate with the TPE PayPort application using TLS/SSL protected connections to orchestrate checkout sessions. Behind the scenes, the Payment Engine will communicate with necessary financial processors using secure protocols specified by the processor. Using this approach, the CI payment solution provides end-to-end protection for payment information as it flows from the user to the financial processor.

When payment information needs to be retained in the payment processing environment, it is only stored for the length of time necessary for processing activities and then purged to minimize potential exposure. Secure storage of sensitive payment information is accomplished with an RSA Data Protection Manager appliance. The RSA Data Protection appliance secures data at the point of capture and provides a granular level of control over sensitive information handling. A unique combination of encryption and tokenization offers true end-to-end protection while reducing the impact on operations. The data storage approach used by CI is certified as being fully compliant with PCI DSS guidelines for encryption and key management.

To further ensure payment information access security, CI has implemented manual controls for identifying and disabling unused IDs on the Transaction Payment Engine system. In addition, plans are currently in place to automatically disable TPE inactive accounts.

Technical Operations

Hosting – Monitoring & Alerts

CI provides 24x7x365 active monitoring for all services. Monitors are set to specific thresholds or alerting conditions which, when triggered, send automated notification to the appropriate party depending on severity. Service monitors are highly configurable and the proper service health check intervals and health check criteria vary from service to service. CI works closely with EGEs to determine the most appropriate configuration for the service being monitored. More details on the technologies and configuration of the monitoring system can be found in our response to *section 6.1.1.8.5*.



Event Management

CI provides event management services. Events can be reported via email, telephone, instant message, web form or service health check. In addition, for critical services CI provides a premium support email address that is monitored 24x7x365. All events will be acknowledged within 15 minutes of receipt. For events related to critical services reported via a service health check or via the premium support email address will automatically be classified as an incident. All other events will be evaluated to determine if the event should be classified as an incident or a support request.

Incident Response

Once an event has been classified as an incident, the incident response process begins. CI provides 24x7x365 incident response for all critical services. All other services receive incident response services between 8am and 5pm Monday through Friday excluding State of Colorado holidays.

All incidents will be recorded in the portal ticket system and routed through CI's incident management process. The reporting party will be updated as to the status of the reported issue. If the issue has caused a loss of service, the State and agency will be notified according to agreed-upon outage notification procedures.

Inquiries regarding issues and complaints outside of CI's control (such as legal, policy issues, or inquiries about a service, product, or program not currently offered), will be escalated to the appropriate agency or department personnel.

All questions will be tracked and monitored to determine the root cause of the issue and whether it can be remedied through a change in the service delivery mechanism. Information will be tracked, and will be periodically reviewed and analyzed by CI for quality control and knowledgebase development. This information will also be periodically analyzed to develop process improvements.

Capacity Planning & Management

CI provides capacity management and planning services. On a yearly basis, CI will analyze data from the prior period including resource utilization, transaction volumes, transaction performance and incidents reports and estimates of transaction volumes for the next period. The results of this analysis will be shared with SIPA along with recommendations for project and enhancement requests CI believes are necessary to meet the predicted business demand in a proactive and cost effective way. These recommendations will be handled with CI's project and enhancement request processes.

Maintenance

CI provides routine maintenance for all of its services.

Maintenance services include:

- Deploying configuration changes
- Monitoring 3rd party applications for updates
- Deploying software updates
- Minor Software Updates
- Configuration changes
- Monitoring of 3rd party Software changes



Business Continuity

Backup and Recovery

CI provides backup and recovery for all of its services. Backups are completed daily and moved off site on a weekly basis. Backups are retained for 3 months before they are permanently deleted. Data from these backups can be retrieved within 24 hours. CI is currently undergoing a redesign of our backup and recovery services that will allow backups to be automatically transferred to an off-site location every 24 hours.

Disaster Recovery

CI provides disaster recovery services consistent with the State disaster recovery standards. Disaster Recovery services are managed through several activities, including:

- Managing change - continuous review of changes to the portal infrastructure and the operational environment of the portal such as when new employees enter or leave the company, and when new services are commissioned, decommissioned or undergo significant changes
- Yearly testing of the disaster recovery plan
- Yearly tabletop review process that is designed to identify and remediate any issues with the plan that may have been overlooked during normal maintenance activities or changes in the environment outside of CI's control including:
 - A business impact analysis to identify potential impacts to key business processes and assign recovery time and recovery point objectives for each service
 - A prioritization of business processes
 - A review of alternative processing plans to assure they are sufficient to meet the requested recovery point and recovery time objectives for each service
 - A review of detailed recovery steps

A copy of the disaster recovery plan and the results of the most recent disaster recovery test will be submitted to SIPA on a yearly basis. The first copy of this report will be provided within one year from the start of the contract.

Configuration Management

CI provides configuration management services, which includes keeping up to date hardware and software inventories, network configuration diagrams and digital certificate installation locations and expiration dates. Configuration information will be reviewed for completeness on a yearly basis.

Service Level Agreement

CI understands and agrees to establish and implement a new Service Level Agreement for this engagement. Service levels are a key component of our continual service improvement and allow CI to continually measure our performance based on criteria that is tailored to the specific requirements of SIPA and the State. CI has reviewed the service level agreement that was included with the RFP and looks forward to working with SIPA to finalize the specifics around each aspect of the Service Level Agreement for the program.



Security Services

The modern government environment necessitates that information be presented and transactions take place over the Internet. While the advantages to e-government are numerous and undeniable, the risks associated with security breaches are substantial. In order to facilitate the delicate balance between information availability and information protection, CI has made the security and privacy of Colorado's information a core competency.

In order to act as secure guardians of the State's data for both current technologies and future technologies, CI implemented our layered and modular information security program. The function of the layered approach is to provide multiple levels of protection, each of which, while providing a strong layer of security, is not the only obstacle preventing unintended disclosure. By layering the protection, CI believes that e-government services offered by the State will not be at the mercy of a single flaw in any one solution, vendor, or protection point. By approaching the solution with a modular architecture, CI can replace, modify or upgrade individual components of the security architecture to not only ensure that CI maintains a best of breed environment, but also that CI is able to adjust to future threats and needs of the State of Colorado.

Colorado Statewide IT Security Policies and Standards

CI is confident in its ability to meet all of the Colorado Statewide IT Security Policies and Standards based on our past experience, knowledge of the current standards and commitment to a proactive security posture.

Security Management Plan

Within 120 days of the contract start date CI will deliver a Security Management Plan that meets the requirements of the Colorado IT Security Policies and Standards. This plan will be reviewed on a yearly basis thereafter.

Colorado Consumer Protection Act

CI will adhere to the Colorado Consumer Protection Act regarding breaches in security of citizen's personal information.

PCI DSS Compliance

CI will provide PCI compliant systems throughout the term of the contract. CI will also take commercially reasonable steps to confirm that any participating service provider(s), processing, transmitting, or storing payment data, are in compliance with all applicable payment industry standards, including PCI.

CI will maintain PCI DSS certification and receive compliance for new releases, based upon a schedule agreed upon with SIPA.

Audit Logs

CI will continue to maintain audit and security logs tracking network logins, failed network login attempts, potential security breaches, network breach attempts, and other security incidents.



Risk Assessment

CI will perform quarterly internal and external vulnerability scans. Vulnerabilities discovered that require remediation will be reported as an event in the Event Management System and handled as an incident. An executive summary of these vulnerability scans will be provided along with a remediation plan for mitigating the vulnerability.

CI currently has an agreement with Verizon Terremark to be assessed annually as part of their Security Management Program (SMP). This relationship enables CI to support IT security governance activities, helps reduce risk, and demonstrates compliance with key international, industry, and regulatory security standards.

User Account Expiration Management

CI has controls for identifying and disabling unused IDs on the Transaction Payment Engine system and will provide SIPA with quarterly reports demonstrating its management processes for user IDs.

Identity Management

CI utilizes the Customer Billing Database (CDB) to provide user identification management solutions. CDB uses the Apache Web Server to provide basic HTTP authentication and group-based authorization to any URL managed by Apache. Apache provides a powerful reverse proxy module that allows this service to integrate with any other HTTP compliant downstream web server. In addition, CDB supports SOAP based web-service APIs that can be used to support more full featured sign-on solutions. Examples of identity solutions developed with CDB include:

- Payport
- Courts Payments

SANS Top 20

The audit performed by the Verizon Terremark SMP will include NIST 800-53 controls. Since each SANS Top 20 control references these NIST 800-53 controls, CI will be able to demonstrate our compliance via this audit.

EGE Data

CI understands the responsibility of ensuring that EGE data is secure and remains in the possession and/or under the control of the EGE. CI will not share EGE data without formal written approval from the EGE.

Intrusion Detection & Protection

CI utilizes OSSEC for intrusion detection and prevention. OSSEC is an Open Source Host-based Intrusion Detection System that performs log analysis, file integrity checking, policy monitoring, rootkit detection, real-time alerting, and active response.



Intrusion Response

CI maintains a robust security incident response plan that has been reviewed by SIPA and Verizon Terremark. Upon detection of an event that may represent an intrusion, it is reported to the Event Management System and handled according to this security incident response plan.

Virus Prevention

CI utilizes a combination of Symantec AntiVirus protection on all platforms supported by the software for which viruses are widely targeted. On platforms not generally targeted by virus writers or that are not a Symantec-supported platform, the open source ClamAV software and associated virus databases will be used.

Spamming Prevention

CI utilizes reCAPTCHA to prevent spam submissions to web forms. The term CAPTCHA stands for Completely Automated Public Turing Test To Tell Computers and Humans. reCAPTCHA is a CAPTCHA service that helps to digitize books, newspapers, and old time radio shows.

CI utilizes reCAPTCHA in the Great Colorado Payback Unclaimed Property Search to prevent abusive searching and filing of unclaimed property claims. This same technology can be used in any situation where EGEs encounter issues managing submission from automated processes.

Other Technology Services

In addition to hosting, development, program management, security, and support services, CI provides other core technology services that are essential components of a successful Portal.

Interoperable APIs

Within 120 days of contract execution all new application development projects will be developed in compliance with the architectural design standards. Vendors that support these open standards and meet all contractual and statutory requirements will be able to interface with these APIs. Requests to provide interoperable Application Programming Interfaces (APIs) for existing applications developed by CI will be handled by existing project and enhancement request processes.

Source Code Escrow

CI looks forward to discussing this provision with the State and is confident that a solution can be implemented that will meet the State's needs.

Publish Specifications & Allow Integration

Within 120 days of contract execution all new application development projects will be developed in compliance with the architectural design standards.

Developers and users that meet all contractual and statutory requirements will be allowed to access these specifications and use them to integrate with the Portal. Requests to provide specifications and allow integration for existing applications developed by CI will be handled by existing project and enhancement request processes.



Legacy Support

CI has extensive experience integrating with legacy systems. Approaches used include: CICS, IMS, file transfer and conversion, screen scraping and application conversions.

Often the simplest and most reliable approach to legacy system integration is to work with the developers who maintain the legacy system to identify an existing job or develop a new job that creates or consumes a file containing the information needed for the to complete the integration. Files are transferred via an open standard such as FTP, FTPS, SFTP or SCP on a regular basis and often converted from the legacy encoding (EBCDIC) to an encoding supported by the local system (ASCII) and then imported into and exported from a local relational database that can be used to develop the application. Common file formats utilized in this scenario include:

- VSAM
- ISAM
- Fixed Length
- Delimited

CI currently uses this approach to integrate with applications hosted on the State of Colorado mainframe including:

- Driver's License System
- COFRS
- Revenue Account System
- Emergency Contact Information

Although not the preferred solution, CI has extensive experience utilizing a method known as screen scraping to integrate with legacy systems. The process of screen scraping involves emulating an operator terminal in order to access data and services needed to implement an application. CI currently supports TN3270 terminal emulation. This method of legacy integration is used in the following applications:

- Driver's License Renewal
- Emergency Contact Information

Finally, in situations where the backend legacy system is unable to support uptime and reliability requirements of the application being developed, CI can work with the developers of the legacy system to migrate the legacy application code to a system hosted and maintained by CI. This approach combined with file transfers to the legacy system results in a system that can cost effectively reproduce the business logic embedded in legacy source code while meeting the reliability and performance requirements of CI's customers and EGEs. CI maintains a Natural/Adabase hosting and development environment for these situations.

Application Integration Toolset

CI uses JBoss Developer Studio and the JBoss Enterprise Application Platform to provide an application integration toolset that can integrate with a wide variety of services offered by government organizations including:

- Relational Databases
 - Oracle
 - Microsoft SQL Server



- MySQL
- Informix
- DB2
- Web Services
- Simple Object Access Protocol (SOAP)
- Representational State Transfer (REST)
- In addition, CI provides support for integration with legacy systems

Redundant Network Connections

All Local Area Networks owned and operated by CI are connected to the Internet via redundant network connections to an upstream Internet service provider. In the event that an upstream network disruption is detected either by monitoring the upstream default route or the physical status of the network connection systems are configured to automatically failover to the backup network connection.

Location Awareness

The Portal will continue to have an integrated capacity for location awareness for information hosted via the Portal, as well as the capability to recognize and visualize geospatial data.

CI uses a combination of Oracle Locator and the Google Maps API or the ArcGIS Online API to provide location awareness for information hosted via the Portal. Oracle Locator is a feature of the Oracle Database that provides core location services. Oracle Locator is not a solution for complex geospatial applications. However, it does provide:

- An object type that describes and supports geometries such as points, lines, and polygons
- Spatial operators that determine the interaction of geometric features
- Spatial functions for distance, area, and length
- Open, standard SQL access to spatial operations
- Coordinate system support based on the European Petroleum Survey Group (EPSG) data model
- Explicit coordinate transformations
- In order to display geospatial data in a web browser CI has used the Google Maps API or the ArcGIS Online API. CI will work closely with an EGE during a project to determine which of these APIs best suits the requirements of the application. CI has used these services to successfully implement the following applications.
- Colorado Sex Offender Mapping Application
- Colorado Child Care Facility Search
- My Neighborhood

Collaboration

CI will work with SIPA to develop a community collaboration portal for supported applications to allow users access to support resources.

Customer Service & Support

CI understands the importance of providing quality customer care to both citizens and partners. CI has significantly invested in our support structure over the last two years to continually improve our



ability to meet our partner and user’s needs and we take great pride in the high standard of service provided by our trained and knowledgeable team.

CI technical, customer, and user support solutions include live telephone operator assistance, email, and ‘Live Help’ online chat. Portal visitors and state partners who have questions or problems want – and deserve – the right answers at the right time, and CI has established an environment that meets that need.

We employ highly trained and dedicated staff members to meet the customer support needs of the State. Service Desk phone and Live Help support is staffed by live representative from 7am to 5pm, Monday through Friday. Customer inquiries for which we do not have information, or for issues and complaints outside our control (such as policy issues or inquiries about a service, product, or program not currently offered), are escalated to the appropriate agency or department. Our proposal includes the wide range of support functions currently provided by CI.

Our tiered customer support structure has recently been updated to meet the requirements of the ITIL Service Management model. CI has also implemented Salesforce.com Service Cloud to provide the tool set for its Service Desk. Service Cloud enables incident reporting and management necessary for a functional ITIL Service Desk including incident reporting, queuing, escalation, and closure.

CI’s current Service Desk support structure is illustrated below:

| Support Channels | Description | Output |
|--|---|---|
| TIER 1 | | |
| <ul style="list-style-type: none"> Service Desk CRM Tool Telephone Email Live Chat | Tier 1 provides first-line level of support for all applications and sites associated with Colorado.gov. Tier1 customer service routinely provides quick and complete solutions and closes most incidents. Initial calls are funneled through IVR to ensure quick and appropriate resolution for the customer. If the issue in question regards a CI application or service and cannot be solved by Tier 1, the customer service representative will assign severity and escalate the issue to Tier 2. | <ul style="list-style-type: none"> Log call into Help Desk CRM tool. CRM tool will track problem and time to resolve Coordinate with agency on forwarded issues. Provide record of all calls to Program Manager on request. Identify items to be added to Knowledge Base. Periodically analyze issues to improve processes |
| TIER 2 | | |
| <ul style="list-style-type: none"> Service Desk CRM Tool Telephone Email | CI Tier 2 customer support is provided by a CI team member with detailed knowledge of the systems and hosting support environment who will provide the following: <ul style="list-style-type: none"> Review Tier 1 ticket Confirm the validity of the incident and seek known solution or workaround Provide more in-depth technical analysis and troubleshooting techniques Provide solution (if not a problem) Update issue in Service Desk CRM tool Escalate to Tier 3, if appropriate | <ul style="list-style-type: none"> Update progress in Service Desk CRM tool Identify items to be added to Knowledge Base Notify customer of status Periodically analyze issues to improve processes |



| TIER 3 | | |
|---|--|---|
| <ul style="list-style-type: none"> • Service Desk CRM Tool • Telephone • Email | <p>CI Tier 3 is provided by CI team members with detailed knowledge of the application or service who will provide the following:</p> <ul style="list-style-type: none"> • Review Tier 1 ticket • Confirm the validity of the incident and seek known solution or workaround • Provide more in-depth application specific technical analysis and troubleshooting techniques • Provide solution (if not a problem) • Update issue in Service Desk CRM tool <p>If the incident results from a third-party software or hardware product, CI will work closely with the third-party vendor to determine the problem and to notify the impacted agency. CI will closely monitor the progress of the issue and report status changes to the appropriate customer. When the issue is resolved, CI will notify all impacted parties and the issuer of the trouble ticket.</p> | <ul style="list-style-type: none"> • Update progress in Service Desk CRM tool • Identify items to be added to Knowledge Base • CI Identify items to be added to Knowledge Base • CI notifies Tier 1 of status so they can notify the customer |

For Colorado.gov and its e-government services to continue to be the primary choice for citizens, businesses, and customers to interact with Colorado state government, individuals must be able to rely on these services to be available when they need them. Over the last two years, CI has made it a priority to effectively comply with service levels requested by SIPA (and individual Agency partners) and introduced new performance criteria to effectively measure responsiveness to end users.

Online Help

In January of 2006, CI deployed the Live Help (online chat) feature on Colorado.gov to supplement other online and telephone-based customer support options. Live Help has become one of the most popular choices for Colorado residents and portal users to interact with the portal. Live Help is a secure, real-time customer assistance application that is modeled on Internet chat rooms and has been adapted for state government portals in multiple states managed by NIC subsidiaries, including Colorado. This service provides enhanced customer options to interact with the State while reducing phone calls to portal representatives. Additional efficiencies can be gained by utilizing prepared responses to common questions and “pushing” users to specific web pages.

The CI customer service team currently answers an average of between 100-200 chats per month. Results from the voluntary Live Help user survey indicate that the time per month dedicated to constituent chats is time well spent, with many users expressing their pleasure with the convenience and knowledge of the support personnel.

Other Online Portal Support Features

CI understands the need to continue to expand the available online help features available on the portal, such as “how do I..?” and FAQs. A project to update Colorado.gov is already underway and improving online help features will be a top priority.



SIPA Strategic Planning

Each year, CI will develop a comprehensive business plan that outlines multiple areas that will be the focus for the coming year. This plan will result from regular collaboration and strategic planning with SIPA and reflect both a future vision and specific plans for expansion of the e-government program. Specific areas covered in the plan will be:

- Queue of applications for development
- Potential new services identified for the State
- Prioritization of services for development
- Marketing plans for new and existing services (see Marketing & Outreach)
- Technology plan that includes proposed infrastructure enhancements and a technology roadmap (as mutually agreed with SIPA)
- Security Upgrades
- Project Management Process Improvements
- Service Goals and Process Improvements
- Overall Portal goals and partner relations

CI provides the marketing and communications framework to support the Colorado e-government programs that drive expansion. We recognize that a well-crafted outreach program is an essential component of the operations and CI will continue to work closely with SIPA to refine the marketing plan to ensure that it meets the State's and SIPA's needs and successfully drives traffic to Colorado.gov and its online services. These marketing and outreach efforts will be specifically addressed in a separate Marketing & Outreach Plan, which will be provided to SIPA concurrent with the Annual Business Plan.

Governance Reporting

CI recognizes that transparency is the foundation of a successful portal partnership and reporting is an important component in establishing an open and communicative environment between stakeholders. CI understands the reporting requirements defined in the RFP and will work closely with SIPA to ensure that CI develops comprehensive, transparent, and timely reports to the appropriate audiences. CI will work with SIPA to meet the reporting requirements as follows:

| Reporting Requirements | CI Approach |
|--|--|
| 1. <i>Monthly General Manager's Report</i> | The General Manager's Report will focus on program status indicators and include the following elements: <ul style="list-style-type: none"> • Project status and project queue information; • A listing of any new project requests or inquiries about new services from existing or potential Customers and users; • Statistics on service desk contacts and resolution for the month, by Customer, and application; • A summary of marketing & outreach efforts and campaigns. |
| 2 <i>Weekly Project Status Report</i> | CI will provide a weekly status report on projects that include schedules, risks, issues and other associated relevant project activity. |



| | |
|--|--|
| 3. <i>Monthly Financial Reports</i> | CI will be responsible for all financial reporting of the State Portal operations. Financial reports will include: <ul style="list-style-type: none"> • Monthly Financial Report, which will include a summary balance sheet, statement of operations, and cash flow statement. • Detail will include Portal payment transactions, EGE funds collected and funds placed in appropriate accounts. • Other Financial Reports that may be requested as mutually agreed between SIPA and CI. |
| 4. <i>Annual Staffing Plan</i> | CI will provide a Staffing Plan on an annual basis that includes its approach for maintaining appropriate staffing levels throughout the term of the Contract. |
| 5. <i>Annual Quality Assurance / Quality Control Plan</i> | CI will provide an annual Quality Assurance / Quality Control Plan containing details on CI's approach to maintaining quality control within the Portal operation. |
| 6. <i>Annual Training Plan</i> | CI will provide an annual Training Plan defining the training requirements to meet the strategic planning and growth needs for the Portal. |
| 7. <i>Annual Marketing Outreach Plan (including an annual Landscape Assessment and Focus Group Survey results)</i> | CI will provide an annual Marketing & Outreach Plan as part of its annual Business Plan to SIPA. This report will include the following elements: <ul style="list-style-type: none"> • Approach for outreach and marketing and approach to reaching a broader Customer service base, including local municipalities; • Survey and/or conduct focus groups results of Colorado residents and businesses (conducted in collaboration with SIPA to determine development priorities; • Landscape assessment of portals in other states that identify emerging innovations, services, and applications. |
| 8. <i>Service Level Reporting</i> | CI understands that SIPA will require regular service level / service performance related reports that include Portal uptime, downtime, identified security concerns, site incidents, potential breaches, and other issues or problems impacting the site. CI will work with SIPA to determine the content and frequency of these required reports in accordance with a mutually agreed-to Service Level Agreement. |

In addition to the regular reports detailed above, CI will also provide plans as specified in the RFP following execution of a new contract:

- **Fatwire to Drupal Migration Schedule:** On a mutually agreed to schedule, CI will provide a plan and migration schedule to meet the RFP requirement for the migration of CI hosted websites from FatWire 7.6 to the Drupal platform.
- **Disaster Recovery Plan:** Approximately one year following contract execution, CI will provide a Disaster Recovery Plan that will include the following elements:
 - A business impact analysis on affected key business processes;
 - Alternative processing plans detailing how CI will ensure the continued availability and performance of transaction services and hosted websites;
 - Detailed recovery strategies for each identified disaster scenario;
 - A schedule for regularly reviewing and updating the Disaster Recovery Plan.
- **Security Management Plan:** Approximately 120 calendar days following contract execution, a written Security Management Plan that meets State security requirements.



- **Hosting Strategy:** Approximately 30 calendar days following the effective date of a new contract, CI will provide SIPA with a written document defining its hosting strategy for CI supported applications, services, and websites.

Reinvestment

CI has a proven track record of reinvestment in portal services and has clearly demonstrated our commitment to non-revenue generating services, staff, and infrastructure enhancements over the years. We have deployed hundreds of non-revenue generating applications and websites at no cost to the State and will continue to do so if awarded the new contract. Using the transaction-based, self-funded model, CI takes advantage of the enterprise approach by pooling revenue and focusing resources where they are most needed at the time without regard to which agency's information or transactions generated the revenue.

CI has a vested interest in providing services of all kinds to attract visitors to the portal. We have an established ability to carefully balance these services to the benefit of the enterprise and will continue to – if awarded a contract – work under the direction of SIPA and Agency Partners, to determine how to invest resources in services that will advance the e-government initiatives of the State.

6.1.1.8.1.

The Offeror shall describe how it will research and deliver innovations, rapid deployment of new services, and new technologies for online government services.

CI's implementation of the self-funded model provides a natural incubator for innovation, continued technology refreshment, and adoption of new technologies that increase usage of e-government services. Since the model is driven by usage of services, CI is committed to reinvesting funds generated through the funding model into portal services and technology. This reinvestment includes ongoing technical infrastructure upgrades and refreshes, adoption of emerging technology, additional headcount to support specific state initiatives, and comprehensive marketing programs to drive e-government usage. This steady reinvestment ensures the portal continues to offer the best innovations in e-government services.

CI will collaborate with SIPA at both a strategic and a tactical level to successfully plan for growth and adoption of new technologies into the hosting platform. CI will conduct frank conversations regarding existing "pain points" and future risks for the infrastructure. Moreover, the CI team will recommend equipment augmentation and infrastructure optimization projects to increase the performance and reliability of the hosting infrastructure.

In addition to studying the current state of the platform, the team will discuss emerging technologies and how and when these technologies should be integrated into the hosting platform and how they support the strategic technology direction for e-government in Colorado. Vendors and experts may be engaged to educate the team on emerging technologies.



Technology Planning

Each year, CI will produce a technology plan as part of the annual business plan deliverable to SIPA. CI will work with SIPA and incorporate input from EGEs, third parties and end users to determine the future plans for the portal. This technology plan typically addresses three major areas of business planning.

- Technology roadmap
- Long term strategic plan
- Short term tactical plan

Both long-term and short-term plans will be updated once a year during annual business planning and budget development. It is expected, though, that discussions on both long-term strategies and short-term tactics will be conducted throughout the year between CI and SIPA to continually validate the technology plan. As part of this effort, CI will incorporate a new landscape assessment that includes a survey of other states that identify emerging innovations, services, portal tools, business models, and best practices.

A History of E-Government Innovation

CI understands the portal should be in a constant state of evolution as technology advances and user habits change. CI's parent company NIC was the first private sector provider to offer state governments the following innovations and we are prepared to continue to build on this success with SIPA in Colorado:

- Online transactions
- Secure electronic payment processing
- Mobile device-friendly e-government solutions with secure payment processing
- Text-based help to citizens
- Real-time dashboards to manage e-government program performance
- Specialty portals for specific industry segments
- E-government-specific custom market research
- Live online customer service
- Statewide e-government advertising and public relations campaigns
- 24x7x365 customer support via phone and live chat
- Point-of-purchase/retail solutions
- One-stop/integrated service suites
- Web 2.0 social networking technologies
- Websites and online services built with mobile-friendly responsive design
- Solutions for new technology devices, including the first e-government apps for the iPad

We look forward to working with SIPA to develop many other "firsts" in e-government if awarded a contract through this RFP.

6.1.1.8.2.

The Offeror shall describe how it plans to reach additional EGEs, residents, businesses, and visitors of the Portal.



CI recognizes that the essence of e-government is not purely about technology – it is equally, or perhaps even more importantly, about understanding the needs and desires of citizens, businesses, and government and then developing, marketing, and managing appropriate portal services to satisfy those needs and desires. Our focus is on implementing effective electronic solutions that solve real problems and deliver immediate and lasting value to all stakeholders. Over the years, CI has worked with state and local government agencies, and SIPA to identify and expand the reach of the portal, and we look forward to continuing this process should we be awarded a new contract.

EGE Outreach

CI understands the critical importance of informing EGEs about e-government services and why they are beneficial to them. CI's dedicated marketing and account management resources will help communicate the value of using the e-government services program and empower all agencies (including those who are using portal services and those who are not) to leverage centralized tools such as secure payment processing, enterprise content management, multi-channel customer service and target marketing for high potential online services.

One of CI's top objectives is to build and foster positive relationships with internal and external entities to help promote state government websites and online services. Under a new contract, CI welcomes the opportunity to work with SIPA to develop an effective and targeted EGE outreach plan that aligns with the strategic growth goals of the e-government program. CI's envisioned outreach strategy will be deployed to encourage agency participation in the Colorado.gov portal, provide education about the benefits of the self-funded model, and drive usage of the site by those agencies that might not have historically leveraged the portal's websites and online services. Increased adoption by more agencies and entities (e.g., local government, education, and quasi governmental entities) will lead to more usage by the citizens and businesses they serve, which ultimately benefits Colorado and its customers.

Marketing

Marketing efforts begin before applications are ever developed and play a key role in the design of both citizen- and business-facing applications. Ongoing market research to understand the specific needs of the target audience and leading-edge usability standards to ensure that the widest possible audience can take advantage of Colorado's e-government solutions are vital elements of application development planning. Our developers and marketers consider the following key factors when planning and designing services:

- Who will use the service?
- What type of functionality do customers want and need?
- What kind of device(s) will be used to access the service?
- Is the service commercially valuable, and if so, what pricing level is reasonable so end users can realize the value of the application?

CI also uses a variety of marketing strategies to drive adoption of state services. Many marketing efforts have been geared to users, who realize significant savings in time and money by conducting state government business online. Marketing team members deliver the Colorado.gov message through a variety of channels including social media, direct mailings, email, events, multi media campaigns, and other advertising.



In addition, the marketing team works with state agencies to design and provide promotional materials and information to help agencies promote their own online services. To increase awareness of portal services to the general public, the marketing team has also worked with agencies to develop strategic public relations/media outreach strategies and direct mail and e-mail campaigns.

CI will continue to work closely with government partners and SIPA in the following areas to promote the value and successes of Colorado.gov:

- Overall portal branding and marketing strategy to increase awareness of Colorado.gov as the State's official website
- Portal public relations, including co-authoring news releases and securing media interviews for state officials to discuss the benefits of Colorado.gov and the State's e-government services
- Designing online adoption campaigns for Partners, such as 'Guy Vroom' and the 'Save Time, Renew Online' program for County Motor Vehicle Offices
- Securing government technology award nominations by crafting on-target applications and leveraging NIC's relationships with key national organizations

Annual Marketing & Outreach Plan

As part of our annual business planning with SIPA, CI will create a Marketing & Outreach plan. These yearly plans will not only detail ongoing marketing and public relations campaigns, but also cover strategies for market research and EGE outreach. In general, CI's annual Marketing & Outreach plan will include the following elements:

- Market research strategies including customer survey, feedback and focus groups
- Strategies for increasing EGE participation in available e-government programs such as CMS, payment processing or event registration
- A clearly articulated social media strategy designed to increase customer engagement and inform the public about Colorado.gov
- Industry-specific or targeted constituent end user outreach (i.e., promotion directed to business industries, such as legal, banking)
- Preparation for and participation in relevant association meetings and trade shows (where appropriate)

If selected by the State, CI will work with state agencies and SIPA to customize our marketing approach specifically to promote e-government awareness and to drive traffic to the State's Web page and online services. We welcome the involvement from SIPA in discovering and marketing new solutions for the State, and believe this is critical to the ongoing success of the State's e-government initiative.

6.1.1.8.3.

The Offeror shall describe its plan for providing uniform web functionality for all Internet capable devices including, PCs, smart phones, tablet devices, laptops, etc.

CI will work closely with SIPA to ensure content and service delivery through multiple channels. NIC has proven experience delivering e-government applications via the devices listed in this



requirement, and we will draw on that experience and our library of e-Government applications developed for other states. CI uses tools that allow state websites and online services to be available on any device that supports HTML 5, CSS3, and JavaScript. This includes all of the requested device types. As part of the design process of each application and website, CI's approach will be to ensure that the sites and applications are optimized for all channels (traditional browsers, kiosk, mobile, and tablet) and that the presentation of content adapts to the formatting requirements of any particular requesting device.

Regardless of whether an application is being used in a PC browser, on a mobile device, or as a kiosk, CI will ensure that all channels are driven from common business and integration services. Doing so ensures consistent service delivery while minimizing the development effort required to support these disparate delivery platforms.

CI and our affiliates in NIC are at the forefront of implementing advanced mobile technology solutions for government. NIC has developed a wide range of mobile solutions for every major mobile platform, including Apple's iOS (iPhone and iPad), Android, Blackberry, and Windows Phone. Our development teams have helped federal, state, and local government partners build unique e-government mobile applications, introduce secure mobile payments, and launch mobile-friendly sites that can be easily viewed with any smartphone-enabled web browser. Using this experience, CI will ensure that services are accessible to a broad range of devices.

In the early years of mobile computing, the trend was to produce mobile specific websites targeted at small screen devices such as smartphones. These sites usually presented a subset of the content and functions that could be accessed using a traditional desktop web browser. This approach required the mobile version of the website to be maintained as a separate website leading to inconsistencies between the standard and mobile versions of the site. CMS technology could assist somewhat with the management of these parallel websites, but often the results were still not optimal from either the content management or the end user experience perspective.

The rise of HTML5 and other advanced web standards provide modern websites with a powerful alternative to maintaining parallel websites. This alternative approach is called Responsive Web Design. Responsive Web Design began first being used in 2010 and is now utilized on government websites from the federal to the local level. That same year, NIC helped Rhode Island become the first state to leverage HTML5 and CSS3 to rebuild its official state portal (RI.gov) using responsive design principles. Nearly 50% of US states are now using responsive websites.

Responsive Web Design addresses the ever-changing landscape of devices, browsers, screen sizes, and orientations by creating flexible, fluid, and adaptive websites. Instead of responding to the need for a desktop web version adapted to the most common screen resolution, along with a particular mobile version (often specific to a single mobile device), responsive design approaches the issue the other way around: using flexible and fluid layouts that adapt to almost any screen.

Three key technical features of Responsive Web Design:

- Media queries and CSS3
- A flexible grid-based layout that uses relative sizing
- Flexible images and media, through dynamic resizing or CSS



Responsive design allows the content to adapt to the user's needs and device capabilities, beyond simply resizing fonts and images to fit the screen size. A successful responsive design also has a responsive information architecture, adapting content or presenting information in a different order based on what a mobile or tablet user will require first.

6.1.1.8.4.

The Offeror shall describe its approach to the transition phase described in Section 15.

CI understands that it is critical to provide a comprehensive and proven approach to turn over all operation and support at the end of the contract to SIPA staff (or designee). CI will work to provide a seamless transition without interrupting the service for users and maintaining operational integrity and accountability. In particular, CI commits to making an orderly transition and will perform all tasks that are necessary to preserve the integrity of portal operations during the end-of-contract Turnover Phase and to provide the training and knowledge transfer necessary to successfully operate the portal. CI's reputation is founded on the principles of partnership and good working relationships with our state partners and it is imperative that the project is successful for the transition, operation, and turnover phases of the project.

CI will utilize strong program management processes to fully document the support and maintenance requirements around existing assets and any newly implemented assets during the term of the contract. CI will then maintain, update annually, and augment the Transition Plan with the results of new and enhanced service delivery to use as the method to operate the transition.

Transition Plan

As the current provider, CI will not be required to perform any migration or other transition services in support of the new contract. Should the State select CI for award, the current portal operations will continue, resulting in no disruptions to the user community or the State. Additionally, all current projects that CI is working on will continue on course without any since there is no need for a transition.

However, in the event that transition is necessary, CI understands that preparing for transition of services from one contractor to another entity is a crucial and ongoing activity that must be managed throughout the term of the program.

The Transition Plan will include:

- Issues that need to be addressed during a turnover period
- Contractor roles and responsibilities as they relate to program functions, including the role of CI personnel and any subcontractors
- State roles and responsibilities as they relate to program functions
- Additional stakeholder roles and responsibilities as they relate to the transition of program functions
- Any work in process or to be performed under any Work Orders in operation at the time SIPA requests transition



- Identification of any software, deliverables or projects that have not been delivered, that have been delivered but not accepted, or that have been rejected and a proposed resolution for all such identified projects
- Work Plan that outlines key milestones during the turnover period
- An outline of procedures to be followed during the turnover period
- A list of detailed documentation about the technical infrastructure and applications to be provided during the transition services period to support ongoing support and maintenance of the program, and provision for delivery of all documentation, configurations, design assumptions, manuals, business logic, and other such informational records necessary for continued operation of the program
- The method of identifying, documenting, and transferring assets developed during the course of the contract period that are subject to the Transition Plan
- Fees during turn-over period, which are typically the ordinary and usual compensation (total revenue generated by the portal) if the State directs CI to continue operation of the system during the turn-over period.
- An inventory of third party products for which the licenses will be transferred from contractor to SIPA. This inventory shall be delivered together with full executed copies of all license agreements and assignments therefore acceptable to SIPA
- Return of State Data; and destruction and verification for confidential records, software, and scripts
- A process to continue or extinguish the Source Code Escrow, if Source Code is part of the Work Order
- A contact point and procedures for managing problems or issues during the turnover period

Turnover Deliverables

- Security and system access requirements
- Service Desk operational requirements
- Contractor fees/payments during Turnover periods
- A list of operational statistics to be provided during the transition services period, including resource consumption, system performance, and application activity in both aggregated and trended forms
- A plan and process for addressing disentangling Software as a Service Applications (SaaS) or cloud solutions, including, as necessary, processes for utilizing the service outside the master contract, licensing, etc.

6.1.1.8.5.

The Offeror shall describe the high-level architectural design it shall utilize to support open systems and standards to the greatest extent possible, maximizing scalability, reliability, security, and maintainability, while minimizing system development lifecycle costs.

CI has prepared a high level system architecture that combines the goals as stated in the Request for Proposal with best industry best practices in order to best serve the State of Colorado for the foreseeable future. These goals include an architecture that uses open standards, minimizes maintenance costs, and provides reliability, scalability, and security.



Service Oriented Architecture

CI currently uses a service-oriented architecture to accomplish these goals. A service-oriented architecture is generally considered to have the following properties:

- Services have the ability to change logic internally
- Services are loosely coupled to other services
- Services provide a defined self-describing contract
- Services utilize open standards for external communications
- Services are reusable
- Services are composable

Open Standards

Perhaps the most important architectural concern for a service-oriented architecture are the open standards that govern the communications between services. By using open standards CI can support the Statewide Internet Portal Authorities goal of providing uniform web functionality to a wide variety of devices including PCs, smartphones, and tablets. Because CI uses these open standards this also allows for future device form factors to be used with little additional customizations. CI prefers the following open standards be used between all components of the architecture:

- Internet Protocol (IP)
- Transmission Control Protocol (TCP)
- Hypertext Transmission Protocol (HTTP)

When the interaction is a human to computer interaction the following open standards would also be included:

- Web Browser
 - HTML
 - Javascript
 - CSS
- Telephone
 - VOIP
- Email Client
 - SMTP

When the interaction between components is a computer-to-computer interaction the following open standards are preferred:

- Extensible Markup Language (XML)
- Simple Object Access Protocol (SOAP)
- Javascript Object Notation (JSON)

Finally, it is important to consider legacy systems in any architecture. CI has extensive experience integrating legacy systems into a service oriented architecture and will work with our EGEs to



carefully consider whether strict adherence to these architecture principals is in the best interest of all stakeholders.

High Level Service Design

CI proposes a high-level service design that groups services into layers. In general, a service level will use services directly below that layer in the architecture. This type of layered design is common in successful architectures such as the Open Systems Interconnection (OSI) Model that underpins the communications of the Internet is an excellent example of the successful implementation of this design pattern. In the design CI proposes the following layers are defined:

- Physical
- Virtual
- Infrastructure
- Operations
- Customer Services

The diagram below describes the various layers and services that are provided:

| | | | | | | | | | |
|-------------------|-------------------------|---------------|--------------------|--------------------|----------------------|---------------------|---------------------|-------------|-------------|
| Customer Services | Application Development | Marketing | Payment Processing | Queue Management | Licensing Management | Application Hosting | Application Support | | |
| Operations | Design | Development | Systems Admin | Service Desk | Marketing | Project Management | Management | | |
| Infrastructure | App Middleware | Relational DB | Load Balancing | Backup & Recovery | Security | Event Mgmt | Capacity Mgmt | Config Mgmt | Change Mgmt |
| Virtual | VMWare Enterprise | | | | | | | | |
| Physical | Storage | Compute | Network | Storage | Compute | Network | Storage | Compute | Network |
| | State Datacenter | | | ViaWest Datacenter | | | Offices | | |

Physical Layer

The physical layer represents the services provided by the physical environment. The most relevant services to a high level architecture include:

- Power
- Hardware



- Network
- Compute
- Storage
- Temperature Control
- Access Control
- Emergency Response Services

Datacenter

CI operates in three primary physical locations including the State datacenter, a privately operated datacenter maintained by ViaWest and an office location in downtown Denver. Each facility has been carefully chosen to meet all the requirements from the higher level services.

Storage

CI uses NetApp storage appliances in both of its datacenters to supply long term storage services to the virtualization layer of the architecture. NetApp is a market leading storage supplier that provides enterprise class storage services including network attached storage (NFS,CIFS), storage area network (iSCSI), fast snapshots (Snap Manager), data archival (Snap Vault), advanced mirroring (Snap Mirror) data protection (Protection Manager) and capacity planning (Operations Manager).

Compute

CI supports a variety of compute resources that have been selected to meet the specific needs of the Statewide Internet Portal Authority and it's Eligible Government Entities from vendors including HP, Dell, Oracle, and Cisco.

Network

CI utilizes a network architecture that utilizes VLAN tagging to create logically separated Local Area Networks to isolate network traffic and enforce network security boundaries. Internal network segments will be configured as isolated tiers based on the risk of intrusion and the sensitivity of the data. For instance, one or more DMZ network segments will be implemented to limit access from external sources to only those devices necessary to provide the front end functionality. All backend servers, such as application and database servers, will be located in separate internal network segments that do not permit connections from external networks. Communications between internal network segments will be tightly regulated using firewalls and other network equipment. Firewall rules will be configured to provide the minimum level of access necessary to allow network traffic required for normal business operations (i.e. "Default Deny" methodology).

Virtual Layer

The virtual layer is a core service in most modern IT infrastructures. This layer provides services that loosely couples higher level services with the physical layer. This loose coupling with the physical layer creates the following advantages:

- Reduces costs by increasing utilization of computing and storage resources and reducing power utilization.
- Simplifies disaster recovery by allowing virtual computing environments that are not tied to a physical location. These virtual computing environments can easily and quickly be transported from one datacenter to another in anticipation of a disaster.



- Simplifies the development of services at higher layers by allowing developers to quickly create and deploy new operating environments that can be customized to meet the specific requirements of the service without affecting other services.
- Reduced hardware vendor lock in by providing a standardized virtual computing environment that can be operated on a wide variety of hardware platforms from competing vendors.

CI proposes the use of the VMware virtualization platform to provide the services at the virtual layer. In its 2013 Magic Quadrant for x86 Server Virtualization Infrastructure, Gartner ranked VMware as the market leader in x86 Server Virtualization Infrastructure. VMware provides a virtualization infrastructure that will vastly simplify the task of meeting the goals SIPA has set for the Portal.

Infrastructure Layer

The infrastructure layer represents a collection of a wide variety of services that have been selected to support the specific needs of SIPA. These services are used by multiple higher level services. These services are all pivotal services in any modern technology infrastructure.

Application Middleware

CI provides a Java Enterprise application hosting service using the JBoss Enterprise Application Platform. JBoss Enterprise Application Platform 5 is an open-source middleware solution that provides a Java Enterprise Edition 5 Compliant framework for hosting enterprise class applications. Since the Java Enterprise Edition is a widely used and understood framework, there are many COTS software applications that can be installed and hosted by CI and a large community of developers who can work with SIPA to develop custom applications meeting the specific needs of its EGEs.

Relational Database

CI provides an Oracle Database running as a Real Application Cluster to provide a highly scalable and reliable database solution. The Oracle database provides standard compliant SQL access to the database.

Load Balancing

Load Balancing is a technique used to present a single service endpoint to a service consumer and distribute the workload across two or more computing environments (nodes). Because load balancing distributes load across multiple nodes it greatly simplifies the task of providing scalability and reliability in other services throughout the architecture.

Because the service is presented as a single endpoint consumers of the load balancing service can simply present an additional node to the load balancer in order to increase the capacity of the service. When combined with services from the virtualization and configuration management services consumers of these services can create higher level services that can provide just in time scalability for application workloads which are characterized by sudden changes in demand.

Load balancing supports reliability in two ways. First load balancing can provide monitoring of individual nodes. The load balancing service can automatically remove a failing node from the cluster in order to reduce the impact of failures. Second load balancing can be used to proactively remove nodes from the cluster in preparation for service upgrades. Once the upgrade is completed on enough nodes to handle the workload all nodes running the old version of the service can be



removed and the upgraded nodes restored. This allows service upgrades to be performed with little perceivable downtime to consumers of the service.

CI uses load balancing technologies from F5 to implement its load balancing services. F5 load balancers provide advanced load balancing features such as:

- Node Monitoring
- Priority Group Activation
- Flexible Workload Distribution
- REST Web Services for Service Configuration and Administration

Using these features CI is able to quickly develop scalable and reliable services for SIPA.

Backup and Recovery

Backup and recovery is a pivotal service in any IT infrastructure that supports business continuity and disaster recovery. Two key factors in any backup and recovery service are the recovery time and point. Recovery time is the amount of time it takes for the service to recover a requested data asset while the recovery point refers to the point in time the requested data asset can be restored too. CI has designed a system that will provide a 1 hour recovery time and recovery points at daily intervals from 3 months to 24 hours of the request for recovery.

CI uses services provided by the storage service to implement this functionality. Because the storage service is implemented with NetApp technologies, CI can utilize features such as SnapManager, SnapVault, SnapRestore and ProtectionManager to provide reliable, high performance and fully automated backup and recovery services.

Security

The modern government environment necessitates that information be presented and transactions take place over the Internet. While the advantages to e-government are numerous and undeniable, the risks associated with security breaches are substantial. In order to facilitate the delicate balance between information availability and information protection, CI gathered a wide variety of services in the management layer to provide a secure operating environment for SIPA.

Authentication & Authorization

Authentication & Authorization refers to the process of establishing the identity of an entity (authorization) and determining whether the authenticated entity should be allowed to access a resource or perform an action (authorization). These services are a central part of any security service. CI uses a combination of solutions to provide these services. NIC, the parent company of CI, has developed the Customer Billing Database (CDB). The CDB provides specialized authentication and authorization services for interacting with external customers and other constituents. Providing these services internal requires the use of a different set of technologies. CI uses Microsoft Active Directory to provide these services for internal system components.

Directory Services

Directory servers are a commonly used mechanism for managing user account information including authentication credentials and user metadata. Through its use of directory services, CI will provide a consistent mechanism for Colorado to securely store and manage user accounts related to administrators of the system. CI uses the Active Directory (AD) technology from Microsoft for directory services.



Network Firewall

Network firewalls inspect network traffic in order to determine whether the traffic should be allowed or denied. CI uses state of the art firewalls which provide state of the art network traffic protections such as stateful and deep packet inspection, egress and ingress filtering, traffic logging, default deny policy enforcement. CI uses Juniper Networks technologies to provide these services.

Web Application Firewall

A Web Application Firewall inspects HTTP application traffic for anomalies before allowing the traffic to reach its destination. In addition, the Web Application Firewall can be configured to recognize HTTP traffic patterns that may indicate malicious activity specific to the applications it is protecting. These features can be especially useful when managing applications that are not under the owner's direct control. CI uses F5 technologies to provide the web application firewall service.

Intrusion Detection and Prevention

Intrusion detection and prevention refers to a service which analyzes log files, monitors file integrity, monitors enforced security policies, detects behavior that can indicate a malware or root-kit infection, alerts administrators to unusual activity and takes proactive steps to respond to anomalies. CI uses OSSEC to provide these services.

Virus Protection

A virus protection service detects and prevents programs which attempt to circumvent a computer systems security measures in order to create copies of itself usually with the intent to gain unauthorized access to a computing system or otherwise cause harm. CI uses the Symantec Endpoint Security product to provide this service on most of its systems. On systems where Symantec Endpoint Security is not supported CI uses the Open Source ClamAV antivirus solution.

Public Key Infrastructure

Public Key Infrastructure (PKI) refers to a combination of hardware, software, people, and procedures needed to manage cryptographic keys in a secure and trustworthy manner. CI utilizes DigiCert as its PKI provider.

Vulnerability Scanning

A vulnerability scanning service provides software services that attempt to detect security vulnerabilities. CI utilizes both network and web application security scanners to proactively identify security vulnerabilities for remediation. CI uses Qualys for network vulnerability scanning and Acunetix for web application vulnerability scanning.

Event Management

Splunk

Splunk Enterprise is a market leading event management tool that collects and indexes data from any source and provides a simple yet powerful interface to allow users to create complex dashboards, reports and searches to assist with capacity planning, capacity management, problem management, incident response, service uptime reporting, and monitoring and incident response. While Splunk provides a highly customizable platform for event management, perhaps its most compelling feature is the wide variety of plugins designed to quickly integrate the wide variety of technologies used at CI in the Splunk platform. Because Splunk supports most technologies with a plugin, users of the system can concentrate on the business specific reporting and analysis required for the Portal. Reports such as service availability and response time reports can be customized to meet the specific



needs of each service. Finally Splunk can be used to research an individual incident. Advanced features such as a search language, complex pattern matching, event correlation, event summaries, type ahead suggestions for search queries, and wizards for the creation of complex search patterns based on examples make Splunk an ideal tool for researching and resolving incidents quickly and effectively.

Nagios

Nagios is the industry standard in open source IT Infrastructure Monitoring. Nagios provides support for the critical service monitoring and alerting features necessary to deliver high quality services to the Statewide Internet Portal Authority and Eligible Government Entities working with CI. These features include:

- A large library of standard service monitors and notification methods
- An API for developing custom service monitors and notification methods
- Distributed monitoring
- Service dependency checking
- Event handlers
- Notification Escalations

CI has used Nagios to implement a highly fault tolerant monitoring and alerting system. The CI monitoring system includes a pair of geographically remote, redundant active passive master monitoring servers. These master monitoring servers depend on hosting services from two different companies to further reduce the possibility that human error could result in both master servers becoming unavailable simultaneously. The master monitoring servers are responsible for actively monitoring all externally available services, passively monitoring all internal services, notifying CI personnel of service health changes and escalating these notifications when an acknowledgement is not received. CI maintains a monitoring server at each of its locations that reports the results of internal service health checks to the master servers. Failure of an internal monitoring server to report in is handled as a service health check and notifications are sent.

Notifications are sent via email and SMS text message. SMS text message offer further redundancy by utilizing standard email to SMS gateways as well as a HTTP to SMS notification service. In the event that a notification is not received and acknowledged by the primary on-call system administrators within 15 minutes, notifications are escalated to the secondary on-call administrator. In the event that neither the primary or secondary on-call administrators acknowledge the notification, the Director of Development and all off-call administrators are notified. Finally, if the notification is not acknowledged with 15 minutes the General Manager is notified until an acknowledgement is received.

While many service health events require manually intervention there are also many events that can be handled automatically or prioritized properly in order to restore service health as quickly as possible. Nagios supports these events by providing customized event handlers, service dependencies, and flap detection. Event handlers allow Nagios to respond to events automatically. Command event handlers include:

- Restarting a process
- Collecting troubleshooting information
- Running a cleanup tasks



Services are often dependent upon one another to function properly. For instance, a web server may require a database server to create web pages and both the web server and database server may require that the firewall be functioning. Describing these types of dependencies to Nagios allows the application to assist the administrator in performing a rapid root cause analysis in order to prioritize the troubleshooting process. For instance, in the example above Nagios would only notify the administrator about the health of the firewall during an incident until the firewall health check recovered. If the web server continues to fail service health checks after the firewall recovers Nagios would begin notifying the administrator about the web server's health. This allows administrators to focus on recovery of the most critical services and speeds time to recovery.

Salesforce Service Cloud

CI uses the Salesforce.com Service Cloud to manage service related events both internally and externally. The Salesforce.com Service Cloud offers a state of the art platform for managing a wide array of service related events. This platform allows CI to record, categorize, prioritize, and react to events reported through multiple channels including email, live chat, telephone, web forms, and web services.

Using features such as a Knowledge Base, Email to Case, Live Agent, Customer Relationship Management, Custom Workflows and Custom Reporting, CI uses the Salesforce.com Service Cloud to build a more complete picture of our customers and the services they use. This information is used to react to events more quickly and efficiently while ensuring our customers receive the service they expect and deserve.

Capacity Management

NetApp Operations Manager

CI uses the NetApp Operations Management to provide comprehensive reports to provide visibility for capacity planning and management of current storage utilization and trends, performance and as well as how physical resources are affected by data utilization and de-duplication.

Splunk

CI uses Splunk Enterprise to collect detailed system performance statistics to support capacity management and planning activities. With a wide array of available applications, Splunk collects detailed performance metrics on Linux, Unix, and Windows servers that are not generally available with other tools.

Cacti

Cacti is a complete network graphing solution. Cacti provides a fast poller, advanced graph templating, multiple data acquisition methods, and user management features. Cacti provides crucial information to IT staff to assist in the capacity planning and management of the IT infrastructure as well as invaluable input in the incident response and problem management processes.

Configuration Management

Configuration Management provides important inputs to the strategy and hosting of services. The strategy service uses information from Change Management to identify components that may benefit from available feature upgrades. The hosting service utilizes this information by identifying components that may have available security or defect updates available. Using the tools detailed



below, CI is able to maintain a detailed inventory of applets, widgets, and features used across its various services.

Puppet

CI uses Puppet to provide IT automation of nearly all IT configuration tasks. This allows CI to keep a detailed record of all components in the IT infrastructure and quickly provision new components. These features enable developers to create development environments that closely mirror the operational environment that can be used to test the effects of changes and administrators to easily install and rollback changes.

Maven

CI uses Maven to provide configuration management services for the custom applications it develops. Maven provides a robust configuration management framework for collecting, building, releasing and testing application artifacts.

Mercurial

CI uses Mercurial to provide revision control for text based source code and configuration files. Because both Maven and Puppet use text files to describe their configurations, the combination of these tools with an advanced distributed version control tool like Mercurial provides a powerful for tracking the configuration of the IT environment over time.

This serves as an important input to the application development and hosting services and allows developers and administrators to work together to deliver repeatable configurations that can be upgraded or rolled back with ease.

Change Management

Daptiv

CI uses Daptiv to provide project management tools that simplifies the process of managing the changes in the CI environment. From developing a first of its kind service such as the Gambling Intercept Payments application to simple application enhancements, managing changes to the Portal is a challenging task. Daptiv provides the tools necessary to effectively manage these changes. Daptiv provides tools for task planning, resource allocation and scheduling from the individual task to the entire enterprise. Using these tools CI can provide the support needed to ensure that all stakeholders have the support they need to successfully make changes to improve the Portal.

Change Advisory Board

Colorado Interactive's Change Advisory Board provides a pivotal role in the successful management of the Portal by managing changes to the operational environment. The Change Advisory Board's responsibilities include:

- Identifying risks
- Mitigating risks
- Approving changes
- Scheduling changes

Comprised of members throughout the organization the change advisory board meets on a weekly basis to review, approve, and schedule changes. Because the board is comprised of individuals with responsibilities across the organization changes that pose a risk to the stability of the operational environment can be identified and mitigated before they pose a risk to business continuity.



Finally the artifacts of the Change Advisory Board such as production change requests serve as a practical way of documenting the configuration of processes and systems that do not lend themselves easy tracking through automated means.

Operations Layer

- Design
- Development
- Systems Administration
- Service Desk
- Marketing
- Project Management
- Management

Customer Services Layer

- Application Development
- Payment Processing
- Queue Management
- Licensing Management
- Application Hosting
- Application Support



6.1.1.9. Qualifications of Proposed Key Personnel & Other Staff

6.1.1.9.1.1.

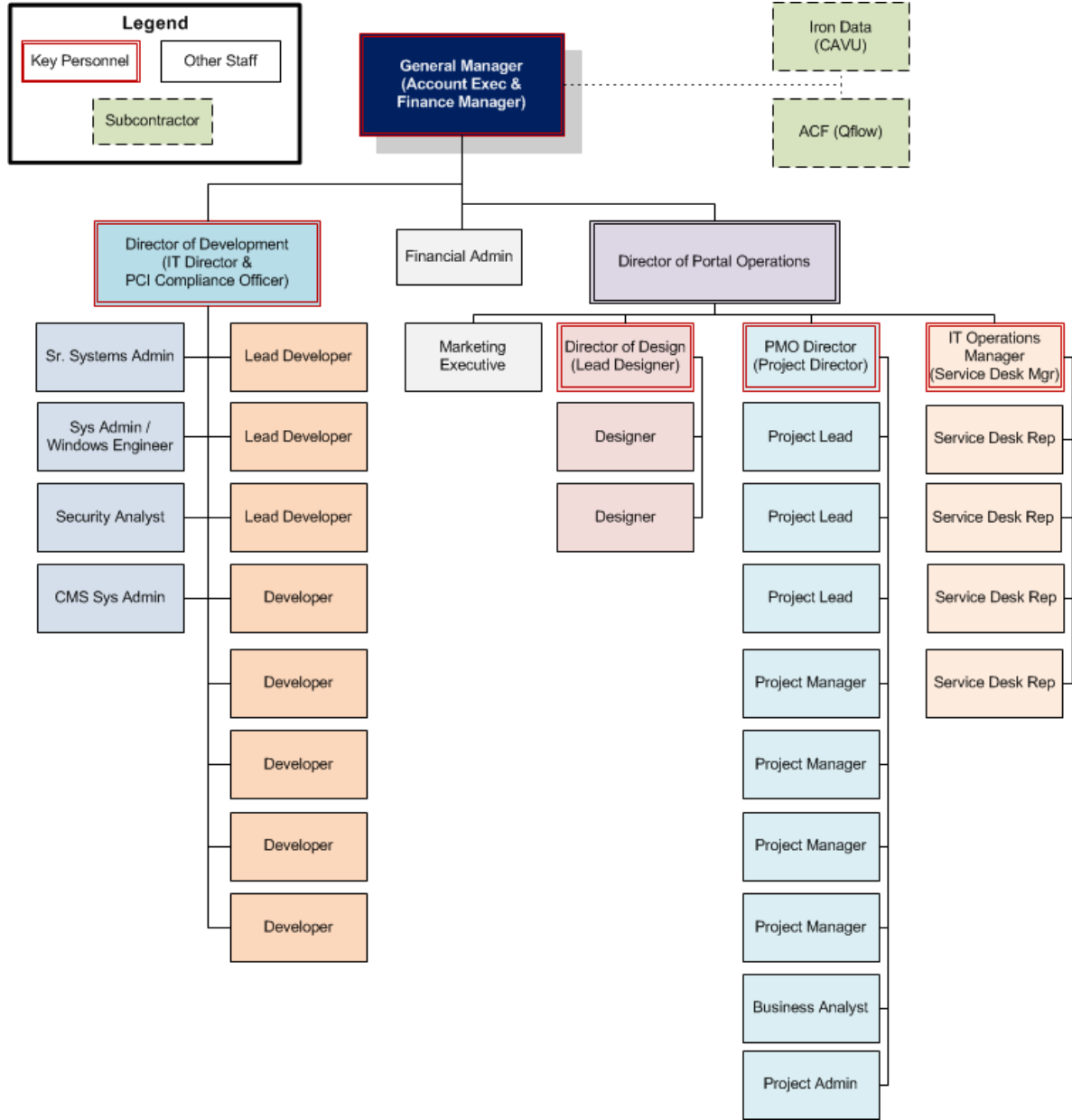
A description of the required project organization and an organization chart showing all personnel proposed for the engagement, including Subcontractors.

CI understands that SIPA and the EGEs we serve through the contract have come to expect, and deserve to receive, the highest level of professional services. To achieve that goal, CI currently has a team of 35 dedicated resources in Denver, fully committed to meeting the requirements of the contract. CI is culturally and philosophically committed to ensuring the Key Personnel responsible for managing the project are well qualified and experienced in their role, and has assembled a team of proven professionals for this project.

The management team consists of the General Manager, the Director of Portal Operations, and the Director of Development. A second tier of management reports directly to the Director of Operations, and consisting of a Director of Project Management, an IT Operations Manager, and Director of Design. Development, system administration and project management teams each have 'Lead' personnel responsible for directing day-to-day activities.

The Key Personnel identified in the RFP will be performed by members of CI's management team as described in the chart and table below. A staff member may perform more than one Key Personnel role. The assignment of these roles may change in the future depending on the individuals in management roles. All changes in Key Personnel will be coordinated with SIPA. CI is committed to ensuring that SIPA has visibility and involvement in ensuring the key personnel roles continue to be filled with well-qualified and experienced personnel.





6.1.1.9.1.2.
 The Contractor shall provide its list of Key Personnel, by discipline, addressing the requirements listed in RFP Section 7, requirements 7.1.1.1 – 7.1.1.8

| Key Personnel | CI Resource Name |
|------------------------|------------------|
| Account Executive | Fred Sargeson |
| IT Director | Mark Church |
| Service Desk Manager | Kate Polesovsky |
| Lead Designer | Barry Lawson |
| PCI Compliance Officer | Mark Church |
| Finance Manager | Fred Sargeson |
| Project Director | Mike Ansley |



6.1.1.9.1.3.

The following information for all Key Personnel assigned to this project as described in RFP Section 7, requirement 7.1.1.1, including any Subcontractors:

| | |
|--|---|
| 6.1.1.9.1.3.1. Name | Fred Sargeson |
| 6.1.1.9.1.3.2. Title | Account Executive & Finance Manager |
| 6.1.1.9.1.3.3. Specific Work to be performed and/or services to be provided | <p>As General Manager, Fred serves as the Account Executive for the portal and has primary responsibility to ensure that CI is operationally aligned with the expectations set by SIPA.</p> <p>He leads the management team and is accountable for the organization's ability to remain in compliance with the contract, for organizational maturity, maintaining a transparent and collaborative relationship with SIPA and portal customers, and overall success of the portal.</p> <p>Fred also has primary responsibility for Financial Management of the portal. He is supported in this role by a Financial Administrator that reports directly to him, as well as by accounting personnel at CI's parent company, NIC.</p> |
| 6.1.1.9.1.3.4. Description of qualifications, certifications, and relevant experience that makes the proposed individual suitable for their designated role | <ul style="list-style-type: none"> • Has served as General Manager of NIC subsidiaries in four states since joining the company in 2001. • Served previously as IT Project Manager and Director of Portal Operations. • Has worked for both state and federal government prior to joining NIC. • Certifications: ITIL V.3 Foundations |
| 6.1.1.9.1.3.5. Any additional information that indicates the individual's ability to successfully perform the services required in this RFP | <ul style="list-style-type: none"> • Prior to joining NIC, Fred ran his own company focusing on web design and development, and has extensive experience in State and Federal Government, having served as a Securities Examiner for the State Securities and Insurance Commissioner, as Chief of Staff for the state Senate Minority Leader, and as Military Liaison for a U.S. Congress Member. |

| | |
|--|--|
| 6.1.1.9.1.3.1. Name | Mark Church |
| 6.1.1.9.1.3.2. Title | IT Director & PCI Compliance Officer |
| 6.1.1.9.1.3.3. Specific Work to be performed and/or services to be provided | Mark Church Serves as Director of Development and has served in that role since the portal began operation in 2005. He is responsible for maintaining the systems architecture for the organization, overseeing the development of all applications to assure the fit within the systems architecture, developing policies and procedures to ensure business strategies for the State's portal and agencies will succeed, and managing PCI and other regulatory compliance requirements. |
| 6.1.1.9.1.3.4. Description of qualifications, certifications, and relevant experience that makes the proposed individual suitable for their designated role | <p>Prior to joining CI in 2004, Mark worked as a Senior Application Developer at Indiana Interactive, LLC, a subsidiary of NIC that provides similar services for the State of Indiana.</p> <p>Certifications: ITIL V.3 Foundations</p> |
| 6.1.1.9.1.3.5. Any additional information that indicates the individual's ability to successfully perform the services required in this RFP | <p>Additional training:</p> <p>Servlet and JSP Development WebSphere Studio Application Developer v5.x</p> <p>Secure Web Application Coding Practices</p> |



| | |
|---|--|
| 6.1.1.9.1.3.1. Name | Kate Polesovsky |
| 6.1.1.9.1.3.2. Title | Service Desk Manager |
| 6.1.1.9.1.3.3. Specific Work to be performed and/or services to be provided | As IT Operations Manager for CI, Kate has primary responsibility for managing all aspects of the ITIL Service Desk. Duties include ensuring that service desk employees properly categorize, assign, escalate, respond to, and close service desk tickets, coordinating continued training for employees as necessary, managing service desk communications during incidents, and participating with the management team in driving continual service improvement. |
| 6.1.1.9.1.3.4. Description of qualifications, certifications, and relevant experience that makes the proposed individual suitable for their designated role | <ul style="list-style-type: none"> Served as IT Operations and Maintenance Manager, Denver International Airport. Served as Major Incident Program Manager, Colorado Office of Information Technology Served as Deputy CIO, Customer Service, Colorado Department of Natural Resources. Manager, Information and Network Services, Denver Public Library. Certifications: ITIL Foundations |
| 6.1.1.9.1.3.5. Any additional information that indicates the individual's ability to successfully perform the services required in this RFP | <ul style="list-style-type: none"> Designed and implemented Major Incident Program (MIM) for State of Colorado Served on Change Advisory Board for State of Colorado Enterprise and Emergency Changes Designed consolidation strategy for Office of Information Technology consolidation of eighteen service desk functions into one function |

| | |
|---|---|
| 6.1.1.9.1.3.1. Name | Barry Lawson |
| 6.1.1.9.1.3.2. Title | Lead Designer |
| 6.1.1.9.1.3.3. Specific Work to be performed and/or services to be provided | As Lead Designer, Barry reports directly to the Director of Portal Operations, but has primary responsibility for the design and architecture of the Colorado.gov web site. He also manages a creative team, and guides the consistency or look and feel across websites and applications. Barry and his team will take primary responsibility for building sites directly in the new Drupal CMS system as well. |
| 6.1.1.9.1.3.4. Description of qualifications, certifications, and relevant experience that makes the proposed individual suitable for their designated role | <ul style="list-style-type: none"> Prior to joining NIC in 2006, Barry was a Web Developer for EchoStar Satellite, LLC. Creative/Art Director, Deuxo Senior Web Designer, Parsons Brinkerhoff Certifications: ITIL Foundations |
| 6.1.1.9.1.3.5. Any additional information that indicates the individual's ability to successfully perform the services required in this RFP | <ul style="list-style-type: none"> Extensive experience in user experience strategies, rich user interface designs, front-end web coding, search engine optimization, print marketing campaigns, accessibility standards, and eye tracking web usability. Successfully art directed the implementation of over 300 partner E-Government applications, state and local government CMS websites, and 2 state portal redesigns. Lead Web Designer of award winning Colorado.gov – the 2009 redesign, creative direction overseen by Mr. Lawson, was awarded a fifth place “Best of the Web” award from the Center for Digital Government. |

| | |
|---|--|
| 6.1.1.9.1.3.1. Name | Mike Ansley, MBA |
| 6.1.1.9.1.3.2. Title | Project Director |
| 6.1.1.9.1.3.3. Specific Work to be performed and/or services to be provided | Mike directs the CI Project Management Office and is responsible for establishing the professional standard to be achieved with all aspects of Project Management. He ensures access to appropriate training and certification |



| | |
|--|---|
| 6.1.1.9.1.3.1. Name | Mike Ansley, MBA |
| | activities, facilitates the adherence to policy and procedure within the PMO, and is the primary conduit for reporting to SIPA on project health and capacity. |
| <i>6.1.1.9.1.3.4. Description of qualifications, certifications, and relevant experience that makes the proposed individual suitable for their designated role</i> | <ul style="list-style-type: none"> • Prior to joining CI, Mike worked as an IT Project Manager for the Town of Castle Rock, Colorado. • Enterprise Infrastructure Manager, CTL Thompson • IT Project Manager, Finzer Imaging Systems, Inc. • Lead Trainer and Training Division Supervisor, U.S. Navy-USS Enterprise. • Certifications: ITIL Foundations, PMP, CSM, MCT and MCSE |
| <i>6.1.1.9.1.3.5. Any additional information that indicates the individual's ability to successfully perform the services required in this RFP</i> | <ul style="list-style-type: none"> • Provide organizational leadership and co-lead establishing organizations first IT PMO and Enterprise PMO • Champion PMO maturity at the organizational level • Direct divisions of 4-20+ staff, including 10 Project Managers with budget authority |

6.1.1.9.1.3.6.
Detailed resume for each Key Personnel

Resumes for the listed CI Key Personnel immediately follow.

| |
|--|
| Fred Sargeson |
| Background |
| <p>Colorado Interactive’s current President and General Manager, Fred Sargeson, is one of NIC's most experienced general managers and has worked on e-government initiatives since 2001, having served as General Manager of NIC portals in Montana, Indiana, and Arizona, before moving to Colorado to serve as the General Manager in February, 2011. Under his leadership, the Colorado portal has significantly improved operational maturity, emphasized transparency and collaboration with SIPA, and focused on the ability to meet the service delivery expectations of SIPA.</p> <p>Mr. Sargeson has led the portal through the creation of an ITIL-inspired service desk, the training, and certification of all staff in ITIL v.3 Foundations, the implementation of Salesforce for the service desk as well as for CRM, the creation of a mature PMO within Colorado Interactive, and the implementation of consistent and repeatable change management.</p> <p>Organizational improvements were accomplished while still ensuring the successful delivery of services and applications including the State Court’s eFiling Payment System, the Business One Stop Service, the eLicensing suite for DORA, and dozens of CMS sites for state agencies, local governments, and special districts.</p> <p>Mr. Sargeson has acted as chief liaison to the SIPA Executive Director. In that role, he has performed the following duties:</p> <ul style="list-style-type: none"> • Serves as the single point of contact and accountability for the master Portal Integrator contract with SIPA • Oversees the effective completion of projects within schedule and budget • Performs overall management of support operations • Identifies issues and oversees resolution • Oversees contract compliance. • Coordinates and manages all necessary reporting to the State • Oversees compliance with SOX, PCI-DSS, and state rules and regulations • Oversees the billing process and regular disbursements to the State |



| |
|--|
| Fred Sargeson |
| Education |
| Bachelor's Degree, Political Science, University of Montana |
| Experience |
| <p>General Manager <i>Colorado Interactive, LLC</i> February 2011 – present</p> <p>As the general manager, Mr. Sargeson is responsible for working closely with SIPA on all aspects of portal operations and to provide the State with a high level of confidence and transparency. Mr. Sargeson is the single point of accountability to ensure that the management team and portal personnel have the ability to deliver high-quality services in a professional and predictable manner that meets the expectation of our state partner.</p> <ul style="list-style-type: none"> • Successfully managed a portal team of 35 employees dedicated 100% to enhancing Colorado state government services. • Has complete operational authority for marketing, technology, creative services, project and product management, and administration for Colorado Interactive. • Responsible for creating and maintaining the culture of the organization to foster transparency, cooperation, and collaboration with SIPA. • Responsible for organizational maturity, ensuring that contemporary professional standards are met for service delivery, project management, change management, application development, and customer service. • Primarily responsible for necessary compliance such as Sarbanes-Oxley and Payment Card Industry Data Security Standards. |
| Experience |
| <p>General Manager <i>NIC – Arizona Information Division, August 2007 – February 2011</i></p> <p>As the General Manager of the Arizona Information Division of NIC, Mr. Sargeson oversaw the transition from the previous portal vendor to NIC. As General Manager of a 'start-up' portal, Mr. Sargeson was responsible for building the organization from the ground up and establishing relationships with the contract liaison, as well as with executives of the state agencies served by the portal, and the previous portal vendor.</p> <ul style="list-style-type: none"> • Led the effort to re-write more than 40 existing e-government services delivered by the previous vendor. Accomplished this transition in 18 months while managing the operation of a separate team dedicated to building new services for the state. • Oversaw the transition of all existing services to new merchant accounts and implementation of NIC's Transaction Payment Engine to process transactions during the transition period. • Primary responsibility for all aspects of operations for the portal. • Responsible for hiring and structuring the entire Arizona team during the two months between the contract award and the beginning of operations. • Managed the monthly compliance with Service Level Agreements covering availability, ticket response, customer satisfaction, and other aspects of operation, and the calculation of service debits and credits related to the SLAs. |
| Experience |
| <p>General Manager <i>Indiana Interactive, LLC, August 2006 – July 2007</i></p> <p>As General Manager of Indiana Interactive, LLC, Mr. Sargeson took over operation of a mature, well-established portal during a time of transition to a modified financial model, overseeing the necessary changes in</p> |



Fred Sargeson

governance, policy, and procedure for operations to meet the requirements of a new contract.

- Managed the implementation of CMS using the RedDot CMS platform and the initiation of a project under the authority of an Executive Order to migrate all state agencies to the platform with a consistent look and feel.
- Managed the monthly compliance with Service Level Agreements covering availability, ticket response, customer satisfaction, and other aspects of operation, and the calculation of service debits and credits related to the SLAs.
- Coordinated the consolidation and migration of the IN.gov portal infrastructure from the state data center to a world-class hosting facility located in the State.

Experience**General Manager**

Montana Interactive, LLC, August 2005 – July 2006

As General Manager of Montana Interactive, LLC, Mr. Sargeson was responsible for all aspects of operations. Having started with the portal in March 2001 as one of the first employees, Mr. Sargeson worked his way up in the organization as a Senior Web Designer, Marketing Executive, Project Manager, and Director of Portal Operation. The experience of working in multiple roles provided a well-rounded understanding of portal operations.

Experience**Military Service**

Mr. Sargeson has also served as a Corporal in the U.S. Marine Corp, and a Sergeant in the Army National Guard.

Mark Church**Background**

Mr. Church is a seasoned technologist with 17 years of experience working with state governments to create and manage state of the art e-government technology solutions. Throughout his career, Mr. Church has gained experience in all aspects of operating a state government web presence, including: service operations, design, development, project management, resource management, implementing large distributed software architectures, as well as managing security and compliance programs. He is adept at crisis management, trouble shooting, problem solving, and systems architecture. As a founding member of the Colorado Interactive management team, Mr. Church is uniquely qualified to provide technology leadership for the State of Colorado's web presence.

Education

Bachelor of Arts, Music Major (1 Class Remaining)
University of Indianapolis
1400 East Hanna Avenue
Indianapolis, IN 46227

Elkhart Memorial High School
2608 California Road
Elkhart, IN 46514

Experience**Director of Development**

Colorado Interactive, LLC (a subsidiary of NIC), 2005 - present



Mark Church

Mr. Church manages a team of 13 employees and numerous contractors to develop, host, and support web applications for the State of Colorado. As Director of Development he is responsible for preparing and managing the implementation of detailed technical plans for the deployment of the State of Colorado's website infrastructure. During his tenure as Director of Development, Mr. Church's accomplishments include designing and implementing a highly available web application hosting infrastructure, designing and managing the development of numerous web applications including Online Driver History Records, Online Vehicle Registration Renewals, Unclaimed Property Search and Claim Submission, Motor Vehicle Insurance Information Database, and Gambling Intercept Payments. Additionally, Mr. Church directs the development and implementation of business processes to manage application development, requirements gathering, change management, incident response, PCI/DSS compliance, SOX compliance and Verizon Business Cyber Trust certification.

Experience
Lead Application Developer

Indiana Interactive, LLC, 2003 - 2005

As the Lead Application Developer, Mr. Church prepared a custom distribution of RedHat Fedora Core 1 to support a fast and scalable servlet development environment using Maven and Eclipse. Led Application development efforts of a team of 10 Java programmers. Designed, planned, and coordinated the Indiana on-line drivers license renewal application. Provided technical support for CVS, Ant, Resin 2.1, Apache 1.3, Visual Basic, ASP, Java, Servlet 2.3, JSP 1.2, Perl, and Korn Shell on Linux, Solaris, and Windows platforms. Designed and implemented application framework to streamline the creation of JSP and Servlet 2.3 based web applications using tag libraries and filters. Designed and implemented a suite of applications for Indiana Secretary of State Uniform Commercial Code filings using VB, ASP, and SQLServer. Used EJBs, JSTL, and other custom JSP tag libraries to develop a full-featured reservation and event planning application for the White River State Park. Implemented a set of components in C# for enabling single sign-on for ASP.NET applications using SAML.

Experience
Application Developer

Indiana Interactive, LLC, 1997 - 2003

Designed, implemented, and maintained applications and frameworks that allow for the real time retrieval of driver's license, vehicle registration, and title information from a CICS transaction invoked via 3270 terminal emulator. Analyzed the existing applications written in C and Perl and translated the applications into servlets and custom TCP/IP daemons written in Java. Documented the usage and support procedures for the application. Designed and implemented tax applications based on the Servlet 2.2 specification including vehicle registration renewal and income tax filings. Designed and implemented applications using JDBC database drivers to Oracle, SQL Server, FoxPro and Access databases. Designed and implemented generic multi-threaded pooling, event scheduling, and credit card processing libraries in support of these applications that have been used by other developers to create well over 250 applications for state and local governments across the country. Ported the presentation layer of several existing web applications to a web-based kiosk and VXML presentation layers.

Experience
Application Developer Internship

Indiana Interactive, LLC 1996-1997

Designed websites for numerous Indiana state agencies. Designed and implemented the conversion process that facilitates the conversion and on line publishing of the Indiana Code from WordPerfect to HTML. The application includes Perl scripts for navigating through the code and is tagged to allow easy linking to any part of the site.



| |
|--|
| Mark Church |
| Experience |
| <p>Web Intern <i>Indiana Higher Education Telecommunications System 1996 – 1997</i></p> <p>Developed a CGI application in Perl to search the several FTP mirror sites hosted by the company. Converted content received in various formats into HTML and published the documents to the company's web site.</p> |
| Experience |
| <p>Webmaster / Computer Lab Assistant <i>University of Indianapolis 1994 – 1996</i></p> <p>Installed and administered the university's first publicly accessible website, list server, and remote dial up system. Assisted students in the troubleshooting and general usage of the available applications available at the university's Apple Macintosh and Microsoft Windows computer labs.</p> |
| Technical Training and Certifications |
| <p>2003 - Servlet and JSP Development Using WebSphere Studio Application Developer v5.x 2010 - Building and Testing Secure Web Applications 2011 - ITIL Foundation v3 Certification</p> |

| |
|---|
| Kate Polesovsky |
| Background |
| <p>Ms. Polesovsky is an experienced information technology services operations manager, customer services manager, and project manager. She has delivered innovative solutions that meet strategic government objectives by using industry best practices and leveraging the talent and expertise of individual team members. With directly related experience, serving as Colorado Interactive's IT Operations Manager, Ms. Polesovsky is responsible for managing all aspects of service delivery for a number of agencies. Leveraging her experience as the Major Incident Program Manager at the State of Colorado, Ms. Polesovsky works directly with state employees to ensure effective delivery of government services to state agencies. She currently has three direct reports.</p> <p>Highlights of Ms. Polesovsky's background includes the following:</p> <ul style="list-style-type: none"> • Designed and implemented Major Incident Program (MIM) for State of Colorado • Served on Change Advisory Board for State of Colorado Enterprise and Emergency Changes • Designed consolidation strategy for Office of Information Technology consolidation of 18 service desk functions into one function • Service Delivery Manager to the following state agencies and offices – Department of Transportation, Office of Economic Development, History Colorado and the Offices of the Governor • Responsible for coordinating all network and security resources for Department of Revenue Q-flow project • Conducted and reported to agency executive directors on over 70 root cause analysis efforts for critical system outages |
| Education |
| <p>University of Maryland, College Park, Master of Information/Library Sciences College of Notre Dame of Maryland, Baltimore, Bachelor of Arts</p> |
| Experience |
| <p>Information Technology Operations Manager <i>Colorado Interactive, LLC (a subsidiary of NIC), June 2013 - present</i></p> <p>Responsible for the overall success of IT Operations and Customer Satisfaction for all e-government partners.</p> |



Kate Polesovsky

Leverages ITIL, PCI, and other best practices. Oversees all Tier I, and some Tier II and Tier III level incidents and problems. Manages client communications and notifications of systems maintenance and outages. Provides reports and statistical analysis in relation to established SLAs. Participates in SLA development, project development, and implementation. Provides expert consultation on technology to various departments. Refine Client Needs and Service Expectations: Conducts ongoing assessment of client needs and validate that solutions have been developed to address these needs. Assess process and system performance, diagnose problems, and recommend courses of action to improve management processes, systems, and organizational results. Ensures adequate staffing exists for IT operations and is properly trained on all required technologies and services.

Experience**Information Technology Operations and Maintenance Manager**

City and County of Denver - Denver International Airport February 2013 – April 2013

Responsible for managing the service desk, asset management, end user support, and infrastructure maintenance and operations teams at the third largest airport in the United States. The position had responsibility for 25 employees with and a multi-million dollar budget. In this position, Ms. Polesovsky directed and was responsible for all service delivery related to operations, systems, procedures, service levels and management objectives including balanced score card reporting and supporting the DIA ITSM program for 2013. In this role, Ms. Polesovsky functioned as a member of the Change Management Board and the process owner for all aspects of incident management at the airport. Additional strategic efforts included vendor management and identification of out-source opportunities. This role was responsible for operating in high availability of a 24/7/365 environment.

Experience**Major Incident Program Manager**

State of Colorado - Office of Information Technology July 2010- February 2013

Responsible for designing, developing, and executing the Incident and Problem Management program within the Governor's Office of Information Technology. This position was responsible for managing a problem queue, ensuring that the underlying causes of incidents are addressed and driving operational stability. The Major Incident Program Manager was responsible for ensuring that a consistent method of incident management was followed. This included incident classification, escalation paths, and communications, and also ensured that the problem management process was initiated upon notification of a major incident and ensured that it was being used and conducted correctly. As Program Manager responsible for directing the restoration of services for major incidents, Ms. Polesovsky was responsible for a high-performing team of subject matter experts who worked around the clock to restore services. Ms. Polesovsky coordinated proactively and reactively to identify, diagnosis, and document root cause and durable fixes. In her role, Ms. Polesovsky functioned as a point of escalation for incident analysts, technical staff, and service desk teams. She facilitated and supported lessons learned reviews and track RCA and remediation items, helped identify work needed to prevent issues from reoccurring by working with all related departments to deliver durable fixes, and met regularly with executive level agency staff to discuss incidents and root cause analysis.

Experience**Deputy CIO, Customer Service**

State of Colorado - Department of Natural Resources December 2007-June 2010

As the Deputy CIO, Customer Service, Ms. Polesovsky implemented standards, policies, and service delivery strategy for IT service and support for eight divisions within the agency. She worked with the line of business IT managers to develop procedures and guidelines to ensure efficient and effective service delivery for both standard software, hardware, and DNR specific software and hardware requirements. Managed the help desk and desk-side services team and coordinated with infrastructure and enterprise teams for issue/problem resolution. Projects of note included participation on a statewide service desk/help desk team resulting in a



Kate Polesovsky

recommendation to the State CIO to consolidate the service desk function. Supported the agency CIO by assumption of those duties when CIO was reassigned to the Governor's Office of Information Technology. These duties including liaison with eight division directors and their deputies as well as the executive directors for the agency, coordinating the work of seven IT managers and completing the consolidation of all infrastructures, customer service and enterprise functions within the agency.

Experience**Manager, Information and Network Services**

City and County of Denver – Denver Public Library August 2001-December 2007

Directed and managed the IT department for the entire Denver Public Library system. The infrastructure included Novell, Unix, and a Tandem proprietary system. Director duties included strategic planning, vendor relationship management, internal business solutions management; managing all aspects of multiple concurrent IT projects from scheduling and resource allocation, to budgeting and reporting across all levels of the organization. Provided support and mentoring to staff with technical design analysis, troubleshooting, and career development. Recent projects include managing software and hardware upgrades including business requirements analysis, new software evaluation and rollouts, redesign of call center, development of custom databases for use by technical and library staff, design of e-commerce system, planning and coordination with multi-city agencies for installation of improved network equipment and capabilities.

Qualifications/Certifications

Information Technology Infrastructure Library Training, Denver, CO 2009

Crucial Conversations, Denver, CO June 2007

Adv. Project Management. Broomfield, CO March 2003

Leadership Development Program. Center for Creative Leadership, Colorado Springs, CO September 2000

Frontline Management. Denver, CO. March 2000

7 Habits of Highly Effective People. Denver, CO. April 1996

Project Management. Denver, CO. February 1996

Principals of Management. Denver, CO. April 1994

Continuous Quality Improvement. Denver, CO. July 1992

Barry K Lawson**Background**

Mr. Lawson is an experienced web designer, front-end coder, and UX strategist.

He has designed and developed online services that meet strategic government objectives by using industry best practices and leveraging the talent and expertise of individual team members. With directly related experience, serving as Colorado Interactive's Director of Design, Mr. Lawson is responsible for managing and coaching the design group.

Highlights of Mr. Lawson's background include the following:

- Current Director of Design and former Sr. Web Designer for the Colorado portal
- Extensive proficiency in user experience strategies, rich user interface designs, front-end web coding, search engine optimization, print marketing campaigns, accessibility standards, and eye tracking web usability.
- Successfully art directed the implementation of over 300 partner E-Government applications, state and local government CMS websites, and 2 state portal redesigns.
- Lead Web Designer of award winning Colorado.gov – the 2009 redesign, creative direction overseen by Mr. Lawson, was awarded a fifth place "Best of the Web" award from the Center for Digital Government.
- Created the initial "Guy Vroom" Online Vehicle Registration Renewal target marketing campaign in 2009,



| |
|---|
| Barry K Lawson |
| which generated a 60 percent ROI in one year from baseline of 12 percent. |
| Education |
| Associates of Visual Communications, Colorado Institute of Art – Denver, CO |
| Experience |
| <p>Director of Design <i>Colorado Interactive, LLC (a subsidiary of NIC), May 2011 – present</i></p> <p>Serving as Colorado Interactive’s Director of Design, Mr. Lawson is responsible for managing and coaching two web designers. Barry designed and coded application and website templates that are currently supported on over 300 applications, as well as state and local government websites.</p> <p>Highlights of Mr. Lawson’s current role include the following:</p> <ul style="list-style-type: none"> • Manages and coaches a skilled team of two web and print designers. • Builds design templates for Drupal CMS websites, desktop and mobile applications. • Rich User Interface design using jQuery, JavaScript, html5, css3, • Ensures all applications and websites adhere to current accessibility standards. • Works with his team and project managers to produce simple and effective rich user experiences. |
| Experience |
| <p>Web Designer <i>Colorado Interactive, LLC (a subsidiary of NIC), January 2006 – May 2011</i></p> <p>Mr. Lawson was responsible for designing and hand-coding website layouts for Colorado.gov, state agencies, and local governments for the FatWire Content Management System. Barry also Designed and coding E-Government applications, print marketing campaign materials, logo/brand identities, and search engine optimization.</p> <ul style="list-style-type: none"> • Application and website development using JavaScript, html4, and css2.1 |

| |
|--|
| Mike Ansley |
| Background |
| <p>Mr. Ansley is a highly experienced information technology PMO Director with proven proficiency in managing and delivering structured PMO services and processes to the State of Colorado and multiple other industries. In his current role, Mr. Ansley has nine direct reports within the Colorado Interactive PMO, where he is responsible for managing all aspects of PMO service delivery to all agencies participating in the e-government program. He has leveraged his broad technical and PMO experience to ensure that projects are analyzed, managed, monitored, and executed according to PMO best practices.</p> <p>Highlights of Mr. Ansley’s background include the following:</p> <ul style="list-style-type: none"> • Provide organizational leadership and co-lead establishing organizations first IT PMO and Enterprise PMO • Champion PMO maturity at the organizational level • Has directed divisions of 4-20+ staff, including 10 Project Managers with budget authority • Co-lead with CTO the revised IT Governance Processes • Hiring and coaching authority, developing cross-training and mentoring programs • Co-lead development of IT Strategic Plan in alignment with organization’s plan, vision and values • Directed multiple decentralized IT departments in Project Management and IT Operations • IT Department won Digital Cities 2010 #1 IT Team in the U.S. • Strong technical background and 20 year proven track record in delivering complex technical projects |



Mike Ansley

- SharePoint, CRM and ERP implementation and integration
- PMP and CSM certified, delivering projects leveraging both PMI and Agile based methodologies

Education

Master of Business Administration
 Edinburgh Business School, Heriot-Watt University, Edinburgh, Scotland

Bachelor of Science, Nuclear Engineering (Equivalent)
 US Naval Nuclear Power School, Orlando, FL

Experience
PMO Director

Colorado Interactive, LLC (a subsidiary of NIC), April 2011 - present

Currently lead the CI PMO, which manages the methodologies, standards, overall risk and opportunity, and interdependencies among the projects at the enterprise level. The PMO also optimizes the use of shared organizational resources across all projects and manages major program scope changes, which may be seen as potential opportunities to better achieve business objectives. Specific objectives include:

- Establish standard performance metrics to assess project health.
- Provide central visibility into resource skill sets and allocation across all projects.
- Centrally manage product ideas and project requests.
- Direct and manage technology projects and develop project management processes, procedures, templates and other shared documentation (Organizational Process Assets).
- Provide mentoring to raise the project management maturity level of the organization.

Experience
Information Solutions Sr. Project Manager

Town of Castle Rock, CO, April 2009 – April 2011

The IT Division supports multiple datacenters, integration with various other governmental agencies and 800 end users. It includes the Information Solutions Group and an Operations Support team existing within a strictly functional organization.

As a co-lead, and in conjunction with the IS Program Manager, established the IT PMO in early 2009. The specific purpose of the PMO was to direct and manage technology projects and develop project management processes and methodologies in a manner that was efficient, consistent, and dynamic, yet standardized. Mr. Ansley's specific role in the PMO included:

- Directed report to I. S. Program Manager and Acting as Program Manager when position vacant (6 months).
- Delivered successful projects as defined by the Sponsors, PMs, and PMO Charter.
- Managed and mentored staff; led cross-functional teams of staff, consultants, and vendors.
- Co-authored charter for PMO and established standards, processes and workflow.
- Led change management and continuous improvement efforts.
- Co-lead enterprise website redesign and content management project; resulted in 60% increase in traffic, maintenance reduction of 2060 hours/year and [Best of Web award](#) as fourth ranked municipal site in the US.
- Developed and implemented policies, methodologies, processes, procedures and tools to manage the complete project lifecycle.



Mike Ansley

- Collect, analyze and interpret actionable metrics and indicators of PMO and IT Governance.

Experience**Enterprise Infrastructure Manager**

CTL Thompson, Inc., April 2007 – October 2008

CTL Thompson, Inc. is a matrix integrated services firm offering geo-technical, geo-structural, and environmental engineering. With a presence throughout Colorado, Texas, and Wyoming, CTL is the largest Geo-Consulting project firm in the region, servicing primarily the Federal, Municipal, Education and Health Care vertical markets. As project, functional, and technical lead of IT, Mr. Ansley's role in the organization consisted primarily of the following:

- Directed report to CIO and served as Acting CIO in his absence.
- Developed and presented strategic plans and budgets to executives.
- Served as PM and SME for all infrastructure and datacenter services
- Conceptualized and executed infrastructure overhaul and datacenter relocation. Resulted in datacenter migration, MPLS deployment and telephony overhaul on time and 25% under \$2,000,000 budget.
- Reduced IT Service Desk staff count by 66% through implementation of ITIL based methodology.
- Directed IT Department in overhauling IT Department processes. Leveraged ITIL principles to develop Service Catalog and reduced IT Service Desk expense by 64%, WAN/Telephony expense by 20%, and datacenter hardware/software expense by 40%.
- Managed ERP mobile platform development. Supervised offshore development team and local resources in application development of secure, real-time, mobile data synchronization solution.
- PM of New World Systems Police Department Project. Implemented RMS (Records) and CAD (Dispatch). Resulted in increased field presence, inter-agency data sharing and enhanced cross-jurisdictional collaboration.
- Represented IT Department to Board of Directors for strategic planning, budgeting, and IT Governance.
- Delivered Asset Intelligence and Management System for Enterprise IT. Resulted in improved visibility and reporting and enhanced accuracy of capacity planning and budgeting.
- PM for datacenter relocation and WAN/Telephony redesigns.
- Led software development efforts for custom-based Mobile Client interface to ERP package.
- Vendor management, SLA definition, and contract negotiations.
- Fortified departmental technical competencies through the instituting of training and mentoring programs, which ultimately improved service levels and provided adequate succession planning and advancement opportunities.
- Established, audited, and negotiated all Enterprise Software License Agreements

Experience**Sr. Principal Consultant**

DHE, Inc., 2005-2007

DHE, Inc. is a minority-woman owned VAR in the DTC, providing project management, consulting, and procurement services for small and medium businesses. As the leader of professional services, Mr. Ansley's main focus consisted of:

- Senior Project Manager and SME for all clients.
- Maintained all departmental budgeting, financials, training, project management, and engineer hiring.
- Audited existing client IT infrastructures and business processes resulting in designed and delivered projects which optimize operations and reduce complexity and costs.
- Delivered to clients various projects including network security design, infrastructure architecture, software integration solutions, and disaster recovery platforms.



| |
|---|
| Mike Ansley |
| Experience |
| <p>Director, IT <i>Finzer Imaging Systems, Inc., 2001-2005</i></p> <p>Finzer was the largest independent Ricoh/Savin office equipment dealer in the western United States, operating throughout Colorado and Washington including four corporate hubs and 8 branch locations. As the IT Director Mr. Ansley's primary functions followed:</p> <ul style="list-style-type: none"> • Directed IT Operations, including decentralized staff. • Acted as sole PM for organization and led all IT PM efforts. • Exercised complete autonomy in hiring/firing, budgeting, and architecting. • Held decision making authority for vendor selection, procurement, and contract negotiations. |
| Experience |
| <p>US Navy-USS Enterprise (CVN65) 1991-1997</p> <p>While serving in the US Navy on the USS Enterprise, the world's first nuclear-powered aircraft carrier, Mr. Ansley held the following roles:</p> <ul style="list-style-type: none"> • Division Lead • Nuclear Engineer • Drill Team Scenario Planner • Training Division Supervisor |
| Qualifications/Certifications |
| <p>Project and Process Certifications</p> <ul style="list-style-type: none"> • Project Management Professional, PMP (PMP #1231024), Project Management Institute • ITIL V3 Foundation Certificate in IT Service Management • Certified Scrum Master, CSM (#000104666) <p>Technical Certifications</p> <ul style="list-style-type: none"> • Microsoft Certified Systems Engineer, MCSE • Microsoft Certified Trainer, MCT • Microsoft Certified Technical Specialist: SQL 2005, SBS, Licensing Specialist, Vista • Cisco Certified Network Associate, CCNA (Lapsed) • Microsoft Certified Professional, Windows NT 4.0 • A+ |

6.1.1.9.1.4.

All of the Offeror's Key Personnel assigned to this project will be subject to approval by SIPA.

Replacement of Key Personnel shall be done with personnel of similar experience, qualifications, and ability. SIPA shall have the right to review the qualifications of any proposed replacements and SIPA may request the Contractor to offer alternative candidates where such are available.



6.1.1.9.2.

The Offeror shall describe how its general staffing approach will meet the requirements described in RFP Section 7, requirements 7.1.1.9 – 7.1.1.11.

CI's success is built on a foundation of ensuring that we hire qualified personnel to provide the organization, and our customers, a well-rounded pool of expertise that can be called upon to respond to the ever-changing demands of our customer base. Where necessary, CI has also utilized specialized contracted personnel to augment staff for specific projects, or to provide expertise that is only necessary on demand. For instance, CI pays for a block of hours for on-demand service from an Oracle DBA, and periodically subcontracts for QA services, CMS support, Network Design and Architecture, and other services that may be operationally necessary from time to time.

CI also relies on training where necessary to meet new demands. During the implementation of Salesforce.com, for instance, the entire staff was trained in the Salesforce.com platform in general, and in CI's implementation specifically.

As envisioned in the RFP, CI will provide an annual staffing plan to provide visibility into its staffing approach as we anticipate new demands from EGEs. Such plan will demonstrate CI's abilities to meet resource demands for new growth, whether through the addition of new staff, the introduction of new training techniques or approaches to make the staff more efficient or new third party tools and hardware to increase capacity.

6.1.1.9.3.

The Offeror shall provide project management staff with appropriate certifications, such as Project Management Professional (PMP) certifications from the Project Management Institute.

CI encourages project management personnel to pursue continuing education, and to obtain and maintain relevant professional credentials. Credentials held by the current CI PMO staff include two MBAs, six Project Management Professionals (PMP), five Certified Scrum Masters (CSM), and nine ITIL v3 IT Service Management Foundations certifications. CI also anticipates having three Agile Certified Practitioners (PMI-ACP) by the end of the 2013 calendar year.



6.1.1.10. Corporate References

6.1.1.10.1.

Offerors will provide three client references that receive similar services as required in this RFP within the past four years. Offerors are encouraged to include clients with a similar scope of services, in size and complexity to the requirements in this RFP, industry, and geographies where they have implemented and managed such a program in a comparable computing environment. References must include the following information:

Since 2005, it has been an honor to work with SIPA to deliver services through our partnership and to play a part in making Colorado a national leader in e-government. No other vendor can match the level of Colorado-specific e-government experience we possess, nor can they match our track record of success in the State delivering services of the size and scope that will be required through the RFP. As such, we have included the requested three client references information from our work in Colorado. These references represent services of similar size, scope, and complexity as required in this RFP, and they have been provided within the past four years. The individual reference contacts have intimate knowledge of our track record and our capacity to deliver the services going forward.

| Reference #1 – Colorado Department of Regulatory Agencies | |
|--|---|
| 6.1.1.10.1.1. Customer name | Barbara Kelley |
| 6.1.1.10.1.2. Contact name, title, business address, email address, and phone number | Barbara Kelley Executive Director Department of Regulatory Agencies 1560 Broadway, Suite 1550 Denver, CO 80202 (303) 894-7866 |
| 6.1.1.10.1.3. Project start/end dates | Start: March, 2010 Deployed: July, 2012 |
| 6.1.1.10.1.4. Project description | Professional eLicensing system is an online service that enables the issuing, renew, and management professional licensing for the State of Colorado. |
| 6.1.1.10.1.5. Project cost (implementation services/operational services) and Offeror investment | Development and ongoing maintenance & support of this solution are provided through transaction fees under the enterprise self-funded model. Estimated initial and ongoing investment in the project exceeds \$3,100,000. This service was provided at no cost to the agency. |
| 6.1.1.10.1.6. Outcome of project (i.e., on time, on budget, and met Customer needs) | This service was deployed on time and in alignment with the Department of Regulatory Agency's expectations. |
| 6.1.1.10.1.7. Scope of Work performed | Provided both an online and back office system to issue, renew, and manage professional licenses for the State of Colorado. |
| 6.1.1.10.1.8. Software application(s)/specific services performed | CAVU licensing software configuration and deployment, business analysis, project management and online payment processing. |
| 6.1.1.10.1.9. Number of total and concurrent users and estimated number of monthly transactions | Estimated # of concurrent users: 351 Total number of users July 1, 2012-June 30, 2013: 99,115 Estimated # of monthly transactions: 18,269 |

| Reference #2 – Colorado Department of Revenue | |
|--|--|
| 6.1.1.10.1.1. Customer name | Mike Dixon |
| 6.1.1.10.1.2. Contact name, title, business address, email address, and phone number | Mike Dixon Director Department of Revenue, |



Reference #2 – Colorado Department of Revenue

| | |
|--|---|
| | Division of Motor Vehicles 1881 Pierce Street, Room 100 Lakewood, CO 80214 (303) 205-5944 |
| 6.1.1.10.1.3. Project start/end dates | Start: March, 2007 Deployed: January, 2008 |
| 6.1.1.10.1.4. Project description | Online Driver's License and State ID Renewal service. |
| 6.1.1.10.1.5. Project cost (implementation services/operational services) and Offeror investment | Development and ongoing maintenance & support of this solution are provided through transaction fees under the enterprise self-funded model. Estimated initial and ongoing investment in the project exceeds \$619,000. This service was provided at no cost to the agency. |
| 6.1.1.10.1.6. Outcome of project (i.e., on time, on budget, and met Customer needs) | This service was deployed on time and in alignment with the Division of Motor Vehicles' expectations. |
| 6.1.1.10.1.7. Scope of Work performed | Provide an online service that enables the renewal of eligible state issued Driver's Licenses and state IDs. |
| 6.1.1.10.1.8. Software application(s)/specific services performed | Custom software development, business analysis, project management, online payment processing, and customer support. |
| 6.1.1.10.1.9. Number of total and concurrent users and estimated number of monthly transactions | Estimated # of concurrent users: 41 Total number of users July 1, 2012-June 30, 2013: 178,176 Estimated # of monthly transactions: 24,017 |

Reference #3 – Colorado Dept. of Labor & Employment, Division of Workers Compensation

| | |
|--|---|
| 6.1.1.10.1.1. Customer name | JoAnne Ibarra |
| 6.1.1.10.1.2. Contact name, title, business address, email address, and phone number | JoAnne Ibarra Manager of Special Funds Department of Labor & Employment (CDLE) Division of Workers Compensation 633 17th Street, Suite 1200 Denver, CO 80202 (303) 318-8790 |
| 6.1.1.10.1.3. Project start/end dates | Start: August, 2012 Deployed: June, 2013 |
| 6.1.1.10.1.4. Project description | Worker's Compensation Surcharge Payments Phase II - This project was a complete re-write of the current calculator application adding the ability to file and pay online. There is also a new admin interface that allows CDLE to manage rates and filings online. |
| 6.1.1.10.1.5. Project cost (implementation services/operational services) and Offeror investment | Development and ongoing maintenance & support of this solution are provided through transaction fees under the enterprise self-funded model. Estimated initial and ongoing investment in the project exceeds \$152,000. This service was provided at no cost to the agency. |
| 6.1.1.10.1.6. Outcome of project (i.e., on time, on budget, and met Customer needs) | This service was deployed on time and in alignment with CDLE's expectations. |
| 6.1.1.10.1.7. Scope of Work performed | Provide an online service that enables the online payment of worker's compensation surcharges and a separate administration interface for the management of rates and filings. |
| 6.1.1.10.1.8. Software application(s)/specific services performed | Custom software development, business analysis, project management, online payment processing, and customer support. |
| 6.1.1.10.1.9. Number of total and concurrent users and estimated number of monthly transactions | Estimated # of concurrent users: 5 Total number of users: 54 Estimated # of monthly transactions: 100 |



Although Colorado Interactive, LLC is the entity submitting this RFP response and will continue to be the company that will be responsible for the performance of the agreement, CI is a wholly owned subsidiary of NICUSA, Inc. (NIC). As such, we have elected to include references from CI's sister entities under the NIC corporate umbrella. We believe these references speak to NIC's ability to consistently deliver services through its local operating subsidiaries similar to CI. However, CI does not rely on these references to satisfy the requirements of the RFP.

Our partners working with an NIC affiliate benefit from a strong working relationship among NIC sister companies. These relationships cross-pollinate ideas for improving e-government services and leverage a broad range of experience and knowledge to keep NIC-served government partners on the forefront of innovative and emerging technologies. The list that follows identifies the e-government services contracts of CI's affiliates across the NIC family of companies, including a URL to the respective site, the majority of which were designed by the respective NIC affiliate.

| Colorado Interactive's NIC Affiliates' Contracts (Contract Entity/URL) | |
|---|--|
| States | |
| Alabama / http://www.alabama.gov/ | Nebraska / http://www.nebraska.gov/ |
| Arizona / http://www.az.gov/ | New Jersey / http://www.newjersey.gov/ |
| Arkansas / http://www.arkansas.gov/ | New Mexico MVD / http://www.mvd.newmexico.gov/ |
| Delaware / http://www.delaware.gov/ | Oklahoma / http://www.ok.gov/ |
| Hawaii / http://www.ehawaii.gov/ | Oregon / http://www.oregon.gov/ |
| Idaho / http://www.idaho.gov/ | Pennsylvania / http://www.pa.gov/ |
| Indiana / http://www.in.gov/ | Rhode Island / http://www.ri.gov/ |
| Iowa / http://www.iowa.gov/ | South Carolina / http://www.sc.gov/ |
| Kansas / http://www.kansas.gov/ | Tennessee / http://www.tennessee.gov/ |
| Kentucky / http://www.kentucky.gov/ | Texas / http://www.texas.gov/ |
| Maine / http://www.maine.gov/ | Utah / http://www.utah.gov/ |
| Maryland / http://www.maryland.gov/ | Vermont / http://www.vt.gov/ |
| Michigan Sec. of State / http://www.michigan.gov/sos | Virginia / http://www.virginia.gov/ |
| Mississippi / http://www.ms.gov/ | West Virginia / http://www.wv.gov/ |
| Montana / http://www.mt.gov/ | Wisconsin / http://www.wisconsin.gov |
| Local | |
| Indianapolis & Marion County, IN / http://www.biz.indygov.org/ | |
| Federal Engagements | |
| US Department of Transportation Pre-Employment Screening Program / (http://www.psp.fmcsa.dot.gov/Pages/default.aspx) | |
| NOTE: NIC does not manage the official website in the contracts associated with Delaware, Michigan Secretary of State, Montana, New Jersey, or the U.S. Department of Transportation. In addition, NIC has not yet launched a redesigned State of Wisconsin homepage located at www.wisconsin.gov . | |

6.1.1.10.2.

The Evaluation Committee may contact references provided by the Offeror during the selection process. The Evaluation Committee will not work through an Offeror to complete a reference contact. SIPA is not responsible for undeliverable emails. If SIPA is unable to contact a reference due to incomplete or inaccurate information, Offeror will receive a score of "0" for that reference. The Offeror must include all requested information.

CI understands the RFP requirements and has provided comprehensive, up-to-date contact information for the requested references as detailed in the RFP.



6.1.1.11. Exceptions to Terms & Conditions

6.1.1.11.1.

The Contractor shall list, by subsection, all exceptions to the Standard Terms and Conditions contained in Section 19 – RFP Terms and Conditions of this RFP. The Offeror must include the basis of its exceptions and provide proposed alternative language.

CI is not taking any exceptions to the Standard Terms and Conditions contained in *section 19 – RFP Terms and Conditions of the RFP*. We note that these terms and conditions apply to this solicitation through the evaluation and selection of the successful prospective contractor.

If CI is fortunate enough to be selected by the State for award, we look forward to negotiating the final terms and conditions of a new master services agreement. We are confident that we can reach mutually acceptable terms that foster a collaborative partnership between CI and the State.



Enclosures & Attachments

CI has provided an attachment containing the required Colorado Interactive, LLC financial statements on the following pages. This item has been marked as PROPRIETARY MATERIAL per the RFP and our reason for marking it as proprietary has been provided in the cover letter of this response.



Colorado Interactive, LLC
Financial Statements
December 31, 2012 and 2011

PROPRIETARY MATERIAL

Colorado Interactive, LLC
Index
December 31, 2012 and 2011

PROPRIETARY MATERIAL

| | Page(s) |
|--|----------------|
| Independent Auditor's Report | 1 |
| Financial Statements | |
| Balance Sheets | 2 |
| Statements of Income | 3 |
| Statements of Changes in Member's Equity | 4 |
| Statements of Cash Flows | 5 |
| Notes to Financial Statements | 6-11 |



PROPRIETARY MATERIAL

Independent Auditor's Report

To the Board of Directors of
Colorado Interactive, LLC

We have audited the accompanying financial statements of Colorado Interactive, LLC (the "Company"), which comprise the balance sheets as of December 31, 2012 and 2011, and the related statements of income, of changes in member's equity and of cash flows for the years then ended.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on the financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on our judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, we consider internal control relevant to the Company's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Colorado Interactive, LLC at December 31, 2012 and 2011, and the results of its operations and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

A handwritten signature in black ink that reads "PricewaterhouseCoopers LLP". The signature is written in a cursive, flowing style.

June 28, 2013

Colorado Interactive, LLC
Balance Sheets
December 31, 2012 and 2011

PROPRIETARY MATERIAL

| | 2012 | 2011 |
|--|---------------------|---------------------|
| Assets | | |
| Current assets | | |
| Cash | \$ 2,598,917 | \$ 891,275 |
| Trade accounts receivable | 1,788,258 | 1,297,981 |
| Prepaid expenses and other current assets | 130,112 | 76,857 |
| Deferred income taxes | 19,875 | 23,831 |
| Total current assets | <u>4,537,162</u> | <u>2,289,944</u> |
| Property and equipment, net | 548,295 | 575,027 |
| Other assets | 29,644 | 29,644 |
| Total assets | <u>\$ 5,115,101</u> | <u>\$ 2,894,615</u> |
| Liabilities and Member's Equity | | |
| Current liabilities | | |
| Accounts payable | \$ 289,923 | \$ 27,764 |
| Accrued expenses | 337,586 | 361,067 |
| Due to affiliated companies | 2,973,387 | - |
| Deferred rent | 10,518 | 6,859 |
| Unearned revenue | - | 63,000 |
| Total current liabilities | <u>3,611,414</u> | <u>458,690</u> |
| Deferred rent | 4,763 | 15,281 |
| Deferred income taxes, net | 130,189 | 166,034 |
| Other long-term liabilities (Notes 2 and 5) | 12,770 | 19,547 |
| Total liabilities | <u>3,759,136</u> | <u>659,552</u> |
| Commitments and contingencies (Notes 2, 6 and 7) | - | - |
| Member's equity | | |
| Member's equity, 100 units outstanding | 1,000 | 1,000 |
| Accumulated earnings | 1,354,965 | 4,540,241 |
| Due from affiliated companies | - | (2,306,178) |
| Total member's equity | <u>1,355,965</u> | <u>2,235,063</u> |
| Total liabilities and member's equity | <u>\$ 5,115,101</u> | <u>\$ 2,894,615</u> |

The accompanying notes are an integral part of these financial statements.

Colorado Interactive, LLC
Statements of Income
Years Ended December 31, 2012 and 2011

PROPRIETARY MATERIAL

| | 2012 | 2011 |
|--|---------------------|---------------------|
| Revenues | \$ 15,563,941 | \$ 14,525,452 |
| Cost of portal revenues (Notes 2, 7 and 8) | <u>10,701,694</u> | <u>9,547,461</u> |
| Operating Income | 4,862,247 | 4,977,991 |
| Loss on disposal of assets | <u>(5,472)</u> | <u>(20,587)</u> |
| Income before income taxes | 4,856,775 | 4,957,404 |
| Income tax expense (benefit) | | |
| Current | 1,878,739 | 1,808,765 |
| Deferred | <u>(42,953)</u> | <u>63,775</u> |
| Net income | <u>\$ 3,020,989</u> | <u>\$ 3,084,864</u> |

The accompanying notes are an integral part of these financial statements.

Colorado Interactive, LLC
Statements of Changes in Member's Equity
Years Ended December 31, 2012 and 2011

PROPRIETARY MATERIAL

| | Member's Equity | | Accumulated Earnings | Due From Affiliated Companies | Total |
|--|-----------------|----------|----------------------|-------------------------------|--------------|
| | Units | Amount | | | |
| Balance at January 1, 2011 | 100 | \$ 1,000 | \$ 10,821,305 | \$ (8,810,129) | \$ 2,012,176 |
| Increase in due from affiliated companies (Note 7) | - | - | - | (2,861,977) | (2,861,977) |
| Noncash dividend declared (Note 7) | - | - | (9,365,928) | 9,365,928 | - |
| Net income | - | - | 3,084,864 | - | 3,084,864 |
| Balance at December 31, 2011 | 100 | 1,000 | 4,540,241 | (2,306,178) | 2,235,063 |
| Increase in due from affiliated companies (Note 7) | - | - | - | (3,900,087) | (3,900,087) |
| Noncash dividend declared (Note 7) | - | - | (6,206,265) | 6,206,265 | - |
| Net income | - | - | 3,020,989 | - | 3,020,989 |
| Balance at December 31, 2012 | 100 | \$ 1,000 | \$ 1,354,965 | \$ - | \$ 1,355,965 |

The accompanying notes are an integral part of these financial statements.

Colorado Interactive, LLC
Statements of Cash Flows
Years Ended December 31, 2012 and 2011

PROPRIETARY MATERIAL

| | 2012 | 2011 |
|---|---------------------|---------------------|
| Cash flows from operating activities | | |
| Net income | \$ 3,020,989 | \$ 3,084,864 |
| Adjustments to reconcile net income to net cash provided by operating activities: | | |
| Depreciation | 346,908 | 265,790 |
| Loss on disposal of assets | 5,472 | 20,587 |
| Deferred income taxes | (42,953) | 63,775 |
| Changes in operating assets and liabilities: | | |
| (Increase) in trade accounts receivable | (490,277) | (164,809) |
| (Increase) in prepaid expenses and other current assets | (53,255) | (52,547) |
| Increase in accounts payable | 262,159 | 14,300 |
| (Decrease) in accrued expenses | (23,481) | (219,029) |
| Increase (decrease) in deferred rent | (6,859) | 22,140 |
| (Decrease) in unearned revenue | (63,000) | (117,000) |
| Increase (decrease) in other long-term liabilities | (6,777) | 5,513 |
| Net cash provided by operating activities | <u>2,948,926</u> | <u>2,923,584</u> |
| Cash flows from investing activities | | |
| Purchases of property and equipment, net | (325,648) | (362,644) |
| Proceeds from sale of property and equipment | - | 295 |
| Payments to affiliated companies, net | (3,900,087) | (2,845,222) |
| Net cash used in investing activities | <u>(4,225,735)</u> | <u>(3,207,571)</u> |
| Cash flows from financing activities | | |
| Advances from affiliated companies, net | 2,984,451 | - |
| Net cash provided by financing activities | <u>2,984,451</u> | <u>-</u> |
| Net increase (decrease) in cash | 1,707,642 | (283,987) |
| Cash | | |
| Beginning of year | <u>891,275</u> | <u>1,175,262</u> |
| End of year | <u>\$ 2,598,917</u> | <u>\$ 891,275</u> |
| Other cash flow information: | | |
| Noncash dividend declared | <u>\$ 6,206,265</u> | <u>\$ 9,365,928</u> |

The accompanying notes are an integral part of these financial statements.

Colorado Interactive, LLC
Notes to Financial Statements
December 31, 2012 and 2011

PROPRIETARY MATERIAL

1. The Company

Colorado Interactive, LLC (the "Company") was incorporated on February 14, 2005 to design, build and operate an Internet-based portal for the state of Colorado (the "State") that allows businesses and citizens to complete transactions and obtain government information via the Internet. The Company is a wholly owned subsidiary of NICUSA, Inc. ("NICUSA"). NICUSA is a wholly owned subsidiary of NIC Inc. ("NIC").

On May 19, 2005, the Company entered into a five-year contract, which included two additional two-year renewal periods, with the state of Colorado's Statewide Internet Portal Authority ("SIPA") to develop and operate applications for the State portal. Under the contract, the Company funded initial development and ongoing operational costs of the portal. Upon completion of the initial contract term, SIPA became entitled to a perpetual for use only license for the applications the Company developed with no additional compensation due to the Company. The current contract runs through May 18, 2014.

2. Summary of Significant Accounting Policies

Property and Equipment

Property and equipment are carried at cost less accumulated depreciation. Depreciation is computed using the straight-line method over the estimated useful lives of the assets. When assets are retired or otherwise disposed of, the cost and related accumulated depreciation are removed from the accounts and any resulting gain or loss is included in the statements of income for the period. The cost of maintenance and repairs is charged to expense as incurred; significant renewals and betterments are capitalized.

The Company periodically evaluates the carrying value of property and equipment to be held and used when events and circumstances warrant such a review. The assets are reviewed in total, since the uses of certain assets are provided free of charge for the benefit of the State's portal. The carrying value of property and equipment is considered impaired when the anticipated undiscounted cash flows from the assets are less than the carrying value. In that event, a loss is recognized based on the amount by which the carrying value exceeds the fair value of the assets. Fair value is determined primarily using the anticipated cash flows discounted at a rate commensurate with the risk involved. Losses on assets to be disposed of are determined in a similar manner, except that fair values are reduced for the cost to dispose. The Company did not record any impairment losses on property and equipment during 2012. In 2011, the Company recognized an impairment loss of \$20,587 related primarily to replacing furniture and fixtures at its office space.

Deferred Rent

The Company accounts for certain operating leases containing predetermined fixed increases of the base rental rate during the lease term as rental expense on a straight-line basis over the lease term. The Company has recorded the difference between the amounts charged to operations and amounts payable under the leases as deferred rent in the accompanying balance sheets.

Accrued Expenses

As of each balance sheet date, the Company estimates expenses which have been incurred but not yet paid or for which invoices have not been received. Significant components of accrued expenses consist primarily of third-party professional service fees, employee compensation and benefits (including vacation), payment processing fees and miscellaneous other accruals.

Colorado Interactive, LLC
Notes to Financial Statements
December 31, 2012 and 2011

PROPRIETARY MATERIAL

Revenue Recognition

The Company recognizes revenue from providing outsourced government portal services (primarily transaction-based fees) net of the transaction fees due to the government when the services are provided. Revenues from application development services provided to the State are recognized as the services are provided at rates agreed to between the parties.

Amounts received prior to providing services are recorded as unearned revenue. At each balance sheet date, the Company makes a determination as to the portion of unearned revenue that will be earned within one year and records that amount as a current liability. The remainder, if any, is recorded as a noncurrent liability.

The Company paid SIPA a contract administration fee totaling \$37,500 per month, plus 7% of net revenues earned under the contract (excluding revenues from Task Orders issued by SIPA), payable monthly. Net revenue is defined as gross revenues less statutory fees, merchant fees required to process credit/debit cards and automated clearinghouse transactions and amounts paid to the Department of Revenue for certain records. Furthermore, any sales and use, value added or other similar tax will be deducted from gross revenues, and such costs will be passed through to the end users of the related transactional portal services. For the years ended December 31, 2012 and 2011, payments made to SIPA under this arrangement totaled \$1,294,018 and \$1,238,674, respectively, and are included in cost of portal revenues in the statements of income. In addition, the Company paid the Department of Revenue a contract administration fee totaling \$100,000 for each of the years ended December 31, 2012 and 2011.

Cost of Portal Revenues

The Company expenses as incurred the employee costs to develop, operate and maintain the government portal as cost of portal revenues in the statements of income. Cost of portal revenues includes all direct costs associated with operating the State's portal on an outsourced basis including employee compensation (including stock-based compensation), subcontractor labor costs, telecommunications, data processing, bank fees, fees required to process credit/debit card and automated clearinghouse transactions, maintenance and all other costs associated with the provision of dedicated client service such as office facilities.

Stock-Based Compensation

The Company measures stock-based compensation cost at the grant date, based on the calculated fair value of the award, and recognizes an expense over the employee's requisite service period (generally the vesting period of the grant). The Company estimates and excludes compensation cost related to awards not expected to vest based upon estimated forfeitures.

Eligible employees of the Company participate in NIC's stock option and restricted stock plan and stock purchase plan. For the years ended December 31, 2012 and 2011, the Company recognized approximately \$46,000 and \$34,000, respectively, in stock-based compensation expense, which has been included in cost of portal revenues in the statements of income.

Income Taxes

Deferred income taxes are recognized for the tax consequences in future years of differences between the tax basis of assets and liabilities and their financial reporting amounts at each year end based on enacted laws and statutory tax rates applicable to the periods in which the differences are expected to affect taxable income. NIC, along with its subsidiaries, files a consolidated federal income tax return. The provision for income taxes is generally allocated to the Company under the separate return method; however, when the Company generates losses or

Colorado Interactive, LLC
Notes to Financial Statements
December 31, 2012 and 2011

PROPRIETARY MATERIAL

credits, it is given benefit for such losses or credits as they are used by other members of the consolidated group.

The Company does not recognize a tax benefit for uncertain tax positions unless management's assessment concludes that it is "more likely than not" that the position is sustainable, based on its technical merits. If the recognition threshold is met, the Company recognizes a tax benefit based upon the largest amount of the tax benefit that is greater than 50% likely to be realized. The Company recognizes interest and penalties, if any, related to unrecognized tax benefits in income tax expense in the statements of income. See Note 5 for additional information regarding the Company's liability for unrecognized tax benefits at the balance sheet dates.

Fair Value of Financial Instruments

The carrying value of the Company's accounts receivable and accounts payable approximate fair value.

Indemnification

Under the Company's contract with SIPA, the Company has agreed to fully indemnify SIPA against third party claims that the Company's services infringe upon the intellectual property rights of others and against claims arising from the Company's performance or the performance of the Company's subcontractors under the contract. The Company has not experienced such claims. Accordingly, the Company had not accrued any liability on the aforementioned indemnification obligations at the balance sheet dates.

Use of Estimates

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Subsequent Events

The Company has performed an evaluation of subsequent events through June 28, 2013, the date financial statements were issued.

3. Concentration of Credit Risk

Financial instruments that potentially subject the Company to significant concentrations of credit risk consist primarily of cash and accounts receivable. The Company limits its exposure to credit loss by depositing its cash with high credit quality financial institutions and monitoring the financial stability of those institutions. In November 2010, the Federal Deposit Insurance Corporation ("FDIC") adopted a final rule to implement Section 343 of the Dodd-Frank Wall Street Reform and Consumer Protection Act, which provides temporary unlimited deposit insurance coverage for noninterest bearing transaction accounts at all FDIC-insured depository institutions effective December 31, 2010 through December 31, 2012. At December 31, 2012, the Company's cash was held entirely in domestic noninterest bearing transaction accounts, which limits its exposure to credit loss. Effective January 1, 2013, the FDIC provides deposit insurance coverage up to \$250,000 for noninterest bearing transaction accounts at all FDIC-insured depository institutions. At January 1, 2013, \$250,000 of the Company's cash was covered by FDIC deposit insurance, and \$2,348,917 in cash was above the FDIC deposit insurance limit. The Company performs ongoing credit evaluations of its customers and generally requires no collateral to secure accounts receivable. Due to the high credit worthiness of the Company's customers, the Company considers accounts receivable to be fully collectible. Accordingly, no allowance for doubtful

Colorado Interactive, LLC
Notes to Financial Statements
December 31, 2012 and 2011

PROPRIETARY MATERIAL

accounts has been recorded. The Company did not experience any significant credit losses for the periods reported.

The highest volume, most commercially valuable service the Company offers is access to driver history records (referred to as DMV) through the portal. This service accounted for approximately 42% and 45% of the Company's revenues in 2012 and 2011, respectively. In addition, the Company offers a service for online motor vehicle registration and licensing. This service accounted for approximately 28% and 21% of the Company's revenues in 2012 and 2011, respectively. The Company also provides an online renewal service for professional and vocational licenses. This service accounted for approximately 13% of the Company's revenues in 2011 and less than 10% of the Company's revenues in 2012.

A primary source of revenue is derived from data resellers, who use the portal to access DMV records for the auto insurance industry. For the years ended December 31, 2012 and 2011, the Company derived 28% and 32%, respectively, of its revenues from one data reseller. At December 31, 2012 and 2011, 18% and 26%, respectively, of its accounts receivable was from this same data reseller. At December 31, 2012 and 2011, 16% and 32%, respectively, of its accounts receivable was from one state agency.

4. Property and Equipment

Property and equipment consisted of the following at December 31:

| | 2012 | 2011 | Useful Lives |
|-------------------------------|--------------------|--------------------|---------------------------------------|
| Furniture and fixtures | \$ 144,514 | \$ 122,405 | 8 years |
| Equipment | 988,075 | 811,978 | 3–5 years |
| Purchased software | 919,732 | 778,668 | 3 years |
| Leasehold improvements | 20,354 | 42,464 | Lesser of 5 years or term of lease |
| | <u>2,072,675</u> | <u>1,755,515</u> | |
| Less accumulated depreciation | <u>(1,524,380)</u> | <u>(1,180,488)</u> | |
| | <u>\$ 548,295</u> | <u>\$ 575,027</u> | |

Depreciation expense for the years ended December 31, 2012 and 2011 was \$346,908 and \$265,790, respectively.

5. Income Taxes

At December 31, 2012 and 2011, deferred tax assets and liabilities resulted primarily from differences between book and tax depreciation, deferred rent, stock-based compensation and accrued but unused employee vacation expense.

Colorado Interactive, LLC
Notes to Financial Statements
December 31, 2012 and 2011

PROPRIETARY MATERIAL

A reconciliation of the beginning and ending amount of the liability for unrecognized income tax benefits (included in other long-term liabilities in the balance sheets) for the years ended December 31, 2012 and 2011 is as follows:

| | 2012 | 2011 |
|---|------------------|------------------|
| Balance at beginning of year | \$ 19,547 | \$ 14,034 |
| Additions for tax positions of prior years | 2,771 | 1,239 |
| Reductions for tax positions of prior years | (9,548) | - |
| Additions for tax positions of current year | - | 4,274 |
| Balance at end of year | <u>\$ 12,770</u> | <u>\$ 19,547</u> |

It is expected that the amount of unrecognized tax benefits will change in the next 12 months. However, the Company does not expect the change to have a significant impact on its results of operations or financial condition.

The Company recognizes accrued interest and penalties associated with uncertain tax positions as part of income tax expense in the statements of income. At December 31, 2012 and 2011, accrued interest and penalty amounts were not material.

State income tax returns are generally subject to examination for a period of three to five years after filing of the respective return.

6. Operating Leases

The Company leases its office space and certain equipment under noncancelable operating leases. The future minimum lease payments under all noncancelable operating leases at December 31, 2012 are as follows:

| Fiscal Year | |
|-------------|-------------------|
| 2013 | \$ 127,614 |
| 2014 | 47,482 |
| | <u>\$ 175,096</u> |

Operating lease expense for the years ended December 31, 2012 and 2011 was approximately \$123,000 and \$122,000, respectively.

Effective January 1, 2011, the Company entered into a lease for office space through May 2014 with varying annual rent amounts ranging from approximately \$117,000 to \$123,000. The Company has an option to extend the lease for one additional five-year term at the prevailing market rate. In the event that the Company's contract with SIPA is not renewed, the Company may terminate the lease by providing written notice of its intent to terminate within 30 days of the effective date of the termination of the contract. The Company would be required to pay a termination fee equal to four months rent plus any unamortized lease costs.

7. Related Party Transactions

The balance due to affiliated companies at December 31, 2012 is noninterest bearing and due on demand. The amount due from affiliated companies at December 31, 2011 consisted primarily of

Colorado Interactive, LLC
Notes to Financial Statements
December 31, 2012 and 2011

PROPRIETARY MATERIAL

cash advanced to affiliates and reduced by the payment of taxes, operating expenses paid by the affiliates on behalf of the Company and by dividends declared.

On June 1, 2012 and 2011, the Company declared noncash dividends to NICUSA totaling \$6,206,265 and \$9,365,928, respectively. As a result of these dividends, the Company relieved NICUSA of \$6,206,265 and \$9,365,928 in amounts due from affiliated companies during 2012 and 2011, respectively, and treated these items as dividend distributions.

The Company receives certain general and administrative services from NIC and its affiliates. Such services are performed on a centralized basis, benefit all affiliates and include, among others, executive and operations management, technical consultation, human resource management, information technology, security, legal, accounting support and payroll processing. NIC charges the Company for such services based on an allocation methodology which NIC management believes fairly allocates amounts based on benefits received. In 2012 and 2011, the Company recognized approximately \$919,000 and \$831,000, respectively, in expense related to these services, which is included in cost of portal revenues in the statements of income.

The Company's ultimate parent company, NIC, maintains a \$10 million unsecured revolving credit agreement, which is available to finance working capital, issue letters of credit, and finance general corporate purposes. The Company has guaranteed the obligations of NIC in connection with this credit agreement. At December 31, 2012, NIC had no principal amounts of indebtedness outstanding under the credit agreement.

8. Employee Benefit Plans

The Company, in conjunction with affiliated companies, sponsors a defined contribution 401(k) profit sharing plan. In accordance with the plan, substantially all full-time employees are eligible immediately upon employment. A discretionary match of up to 5% of an employee's salary and a discretionary contribution may be made to the plan as determined by NIC's Board of Directors. Expense related to Company matching contributions totaled approximately \$62,000 and \$55,000 for the years ended December 31, 2012 and 2011, respectively. No discretionary contributions were made for the years ended December 31, 2012 or 2011.

Eligible employees of the Company also participate in NIC's employee stock option and restricted stock plan and stock purchase plan (Note 2).

Exhibit G
Form of Confidentiality and Assignment Agreement for Authorized Contractors

This Confidentiality and Assignment Agreement for Authorized Contractors (hereinafter referred to as a "Non-Disclosure Agreement" or "NDA") is made as of this ____ day of _____, 20__, by and among the Colorado Statewide Internet Portal Authority ("SIPA"), Colorado Interactive, LLC ("CI"), and "Authorized Contractor" ("Authorized Contractor"), an employee of the SIPA or third party retained by SIPA, as applicable.

WHEREAS, CI, and SIPA, entered into that certain Portal Integrator Contract, effective May _____, 2014, (the "Contract");

WHEREAS, CI is the owner and Licensor of certain Confidential Information (as defined below);

WHEREAS, pursuant and subject to the terms of the Contract, SIPA has been granted a license to utilize, for the Purpose, as defined herein, the Confidential Information; and

WHEREAS, in connection with an engagement for services between SIPA and the Authorized Contractor (the "Engagement"), SIPA wishes to disclose, or have CI disclose, to Authorized Contractor, and Authorized Contractor wishes to receive, subject to the terms and conditions of this NDA, Confidential Information.

NOW, THEREFORE, in consideration of the promises hereinafter set forth, SIPA, Authorized Contractor and CI acknowledge and agree as follows:

1. Confidential Information.

a. "Confidential Information" shall mean proprietary and confidential information, data and/or documentation of CI that was developed by CI or its affiliates, and utilized and/or made available by CI during the term of the Contract, including, but not limited to, CI's Proprietary Software and Contractor's Confidential Information, as defined in the Contract. Confidential Information includes all summaries, analyses, extracts, compilations, studies, or other documents prepared by the Authorized Contractor or its employees which contain or otherwise reflect any of the Confidential Information furnished or made available to it under this NDA. Confidential Information includes any modifications, revisions, updates or improvements to Confidential Information (including the CI Proprietary Software) made by on or behalf of SIPA and/or Authorized Contractor and shall, at the moment of creation, be wholly owned by CI, provided, however, that the same shall be automatically licensed to SIPA through, and under the terms described in, the Contract and associated Software License Agreement.

b. Confidential Information shall not include information Authorized Contractor can demonstrate (i) is, at the time of disclosure to it, in the public domain, (ii) after disclosure to it, is published or otherwise becomes part of the public domain through no fault of Authorized Contractor or the SIPA, (iii) is lawfully in the possession of Authorized Contractor at the time of disclosure to it without any obligation of confidentiality, (iv) is received without obligation of confidentiality from a third party having a lawful right to disclose such information or (v) is independently developed by Authorized Contractor, as can be shown by documentation, without reference to Confidential Information, except as may be otherwise provided for in Section 2(e), herein.

c. "CI Proprietary Software" means the software modules, (including source or object code version, as applicable) and the Contractor Software, as defined in the Contract, owned by CI or its affiliates, and licensed to the SIPA pursuant to the Contract.

d. "Purpose" means the performance of the network manager duties on behalf of SIPA as permitted under and described in the Contract.

2. Authorized Contractor's Duties.

a. During the term of this NDA and at all times thereafter, Authorized Contractor shall only use the Confidential Information for the Purpose and shall not disclose, and shall maintain the confidentiality of, all Confidential Information. Authorized Contractor shall use at least the same degree of care to safeguard and to prevent disclosing to third parties Confidential Information as it employs to avoid unauthorized disclosure, publication, dissemination, destruction, loss, or alteration of its own information (or information of its customers) of a similar nature, but not less than commercially reasonable care. Authorized Contractor may disclose Confidential Information to its employees only as and to the extent such disclosure is necessary for the performance of such person's or entity's obligations or otherwise naturally occurs in such person's or entity's scope of responsibility and then only to the extent required because of a bona fide need to know for the Purpose and provided such employees have been informed in advance of the Authorized Contractor's obligations hereunder. Authorized Contractor assumes full responsibility for the acts or omissions of such person or entity.

b. Authorized Contractor shall not (i) make any use or copies of Confidential Information except as permitted by this NDA, (ii) acquire any right in or assert any lien against Confidential Information, (iii) disclose, sell, assign, transfer, lease, or otherwise dispose of Confidential Information to third parties or commercially exploit such information, including through modifications or derivative works or (iv) in the event Authorized Contractor violates this NDA, or the Licensee violates the terms of its license, refuse for any reason to promptly return Confidential Information (including copies thereof) to CI if requested to do so. If the Authorized Contractor makes any copy of any Confidential Information, Authorized Contractor agrees it will reproduce any restrictive legends and copyright notices originally placed on the Confidential Information. All such copies will be subject to the same restrictions and requirements as Confidential Information.

c. Authorized Contractor shall not be considered to have breached its obligations under this NDA for any disclosure which is required by law, or pursuant to court order or subpoena, provided that, promptly upon receiving any such request and to the extent that it may legally do so, Authorized Contractor advises CI of the Confidential Information to be disclosed and the identity of the third party requiring such disclosure prior to making such disclosure in order that CI may interpose an objection to such disclosure, take action to assure confidential handling of the Confidential Information, or take such other action as it deems appropriate to protect the Confidential Information.

d. Authorized Contractor shall (i) promptly notify CI of any known or reasonably suspected possession, use, knowledge, disclosure or loss of Confidential Information in contravention of this NDA, (ii) promptly furnish to CI all known or reasonably suspected details and assist CI in investigating and/or preventing the reoccurrence of such possession, use, knowledge, disclosure or loss, (iii) reasonably cooperate with CI in any investigation or litigation deemed necessary by CI to protect its rights to or under Confidential Information and (iv) promptly use commercially reasonable efforts to prevent further possession, use, knowledge, disclosure, or loss of Confidential Information in contravention of this NDA. Authorized Contractor shall bear its own costs in complying with this subsection. Authorized Contractor's compliance with this Section 2(d) shall not prevent CI from asserting other remedies permitted at law or in equity.

e. If Authorized Contractor is any entity or person other than an employee of the SIPA or the State of Colorado, or its political subdivisions, then the Authorized Contractor agrees that, from the date of the Agreement and continuing until the date that is one (1) year following termination of the Engagement with SIPA, it shall not prepare products for anyone or any entity other than SIPA which will compete with the CI Proprietary Software.

3. Termination/ Remedies.

a. Upon completion of Authorized Contractor's assignment for the SIPA, Authorized Contractor shall return or destroy, as CI may direct, all Confidential Information, and retain no copies (and with respect to any Confidential Information that has been captured in a medium, such as computer hard disks and CD-ROMS all Confidential Information thereon shall be purged); provided, however, that if and to the extent that Authorized Contractor performed audit or benchmarking functions for the SIPA, Authorized Contractor may retain its work papers that are related to such functions, and such work papers will continue to be treated as Confidential Information under this NDA to the extent any Confidential Information is contained therein.

Upon request by CI, the Authorized Contractor shall provide CI with a certificate of compliance with this paragraph. Nothing in this section shall prevent Authorized Contractor from complying with the requirements in its contract for the Engagement with respect to the records/items to be provided to the SIPA upon termination of the same (the "Record Obligations"), provided that the Record Obligations are not in contravention of CI's rights and SIPA's obligations (including, without limitation, its obligations of confidentiality) under the Contract, the associated License Agreement and the license provided for therein.

b. The obligation to maintain confidentiality, the restrictions on use, disclosure, duplication, protection and security of Confidential Information and indemnification for breach thereof by Authorized Contractor shall survive the rescission, termination, or completion of this NDA, and remain in full force and effect except with respect to such Confidential Information which, through no fault of Authorized Contractor, becomes part of the public domain.

c. The Authorized Contractor acknowledges that the unauthorized disclosure or use of Confidential Information may cause irreparable harm and significant injury, the degree of which may be difficult to ascertain. Accordingly, the Authorized Contractor agrees that CI shall have the right to seek and obtain injunctive relief with respect to any breach of this NDA, in addition to any other rights at law or in equity. Authorized Contractor agrees to save, hold harmless and indemnify CI for any and all claims, costs, judgments, fees (including reasonable attorneys' fees), penalties and the like resulting from or arising out of Authorized Contractor's breach of this NDA.

4. General Provisions.

a. This NDA shall be governed by and construed, and the legal relations between and among the parties shall be determined, in accordance with the laws of the State of Colorado, without giving effect to the principles of conflicts of laws. Venue of any action hereunder shall only lie in Denver, Colorado.

b. This NDA supersedes all prior understandings and negotiations, oral and written, among the parties and constitutes the entire understanding among the parties on this subject.

c. No waiver, modification, or amendment to this NDA shall be binding upon the parties unless it is in writing signed by an authorized representative of all of the parties.

d. Nothing in this NDA, nor any disclosure made hereunder, shall be deemed to grant to Authorized Contractor, by implication, estoppel or otherwise, license rights, ownership rights or any other intellectual property rights in any Confidential Information.

e. ANY CONFIDENTIAL INFORMATION IS PROVIDED "AS IS," AND WITHOUT ANY EXPRESS OR IMPLIED WARRANTY REGARDING ITS ACCURACY OR COMPLETENESS BY CI.

f. All notices and other communications hereunder shall be in writing signed by or on behalf of the party making same and shall be deemed given if delivered by hand, mailed by certified mail (return receipt requested), or sent by Federal Express or other recognized overnight courier to the parties at the following addresses (or at such other address for a party as shall be specified by like notice):

To CI: Colorado Interactive, LLC

With a copy to: NIC Inc. (LEGAL NOTICE)
25501 West Valley Parkway
Suite 300
Olathe, Kansas 66061
Telephone: (913) 754-7002
Fax: (913) 498-3472
Attn: General Counsel

To SIPA:

With a copy to:

Authorized Contractor:

g. Neither this NDA, nor any part or portion hereof shall be assigned, sublicensed, encumbered, or otherwise transferred by the Authorized Contractor without the express written consent of CI and SIPA; any such assignment, sublicensing or transfer shall not relieve Authorized Contractor of its obligations under this NDA with respect to Confidential Information.

h. Telecopy or electronic versions of this NDA which contain telecopy facsimiles of signatures or electronic signatures shall be deemed duplicate executed originals of this NDA. This Agreement may be executed in counterparts and delivered by facsimile or .pdf transmission.

IN WITNESS WHEREOF, the parties have caused this NDA to be executed by their respective duly authorized representatives as of the date first set forth above.

SIPA

By: _____
Name: _____
Title: _____
Legal: _____

CI

By: _____
Name: _____
Title: _____

[FULL NAME OF AUTHORIZED CONTRACTOR]

By: _____

Name: _____

Title: _____

