CONTRACT #6
RFS # 317.03-18909
FA # 09-26528

Finance & Administration Office for Information Resources (OIR)

VENDOR:
Cook Systems International, Inc.

STATE OF TENNESSEE
DEPARTMENT OF FINANCE AND ADMINISTRATION
OFFICE FOR INFORMATION RESOURCES
312 ROSA L. PARKS AVENUE
SUITE 1700, TENNESSEE TOWER
NASHVILLE, TENNESSEE 37243-1102
(615) 741-3735
FAX (615) 741-6164

M.D. GOETZ, JR.
COMMISSIONER

MARK BENGEL
CHIEF INFORMATION OFFICER

June 15, 2010

Mr. James W. White
Executive Director
Fiscal Review Committee
8th Floor, Rachel Jackson Bldg.
Nashville, TN 37243

RECEIVED
JUN 15 2010
FISCAL REVIEW

Dear Mr. White:

Please find attached, for the Fiscal Review Committee's consideration, documentation of an Amendment request pertaining to the State's contract with Cook Systems International, Inc. for the provision of Information Technology Professional Services (ITPRO) for the State. The Department of Finance and Administration respectfully requests to be placed on the agenda to present this request at the next Fiscal Review Committee meeting.

To facilitate the Committee's review, we present the following summary of the amendment:

1. The Amendment will extend the contract through Year 5. It does not increase the maximum liability.
2. This ITPRO contract resulted from a competitive RFP process with multiple contracts (five) awarded. The ITPRO contract contains a "built-in" continuing competitive process where the vendors bid on each Statement of Work (SOW). The vendor with the lowest priced, qualified candidate will be awarded the placement.

Thank you for your consideration of this request. We look forward to appearing before the Committee at its next scheduled meeting.

Sincerely,

Mark Bengel
Chief Information Officer

Cook Amd 3

Supplemental Documentation Required for Fiscal Review Committee

*Contact Name:	Bill Beecroft	*Contact Phone:	(615) 253-1786
*Original Contract Number:	FA-09-26528-00	*Original RFS Number:	317.03-189-09
Edison Contract Number: (*if applicable*)	3756	Edison RFS Number: (*if applicable*)	
*Original Contract Begin Date:	November 3, 2008	*Current End Date:	November 2, 2011
Current Request Amendment Number: (*if applicable*)		FA-09-26528-03	
Proposed Amendment Effective Date: (*if applicable*)		November 1, 2010	
*Department Submitting:		Finance & Administration	
*Division:		Office for Information Resources	
*Date Submitted:		June 15, 2010	
*Submitted Within Sixty (60) days:		Yes	
If not, explain:			
*Contract Vendor Name:		Cook Systems International, Inc.	
*Current Maximum Liability:		$5,000,000	

*Current Contract Allocation by Fiscal Year:
(as Shown on Most Current Fully Executed Contract Summary Sheet)

FY: 2009	FY:2010	FY:2011	FY:2012	FY	FY
$1,650,000	$1,650,000	$1,400,000	$300,000	$	$

*Current Total Expenditures by Fiscal Year of Contract:
(attach backup documentation from STARS or FDAS report) **(These reports are not available due to transition from STARS to Edison. Please see attached spend down report.)**

FY:	FY:	FY:	FY:	FY	FY
$	$	$	$	$	$

IF Contract Allocation has been greater than Contract Expenditures, please give the reasons and explain where surplus funds were spent:	The yearly contract allocations were estimates. Actual usage different from the estimates.
IF surplus funds have been carried forward, please give the reasons and provide the authority for the carry forward provision:	Surplus funds were not carried forward.
IF Contract Expenditures exceeded Contract Allocation, please give the reasons and explain how funding was acquired to pay the overage:	Contract Expenditures did not exceed Contract Allocation.

Supplemental Documentation Required for Fiscal Review Committee

*Contract Funding Source/Amount:	State:		Federal:	
Interdepartmental:		$5,000,000	*Other*:	
If "*other*" please define:				

Dates of All Previous Amendments or Revisions: (*if applicable*)	Brief Description of Actions in Previous Amendments or Revisions: (*if applicable*)
Amendment #1 June 22, 2009	Added data entry classifications
Amendment #2 November 10, 2009	Added accountant classifications

Method of Original Award: (*if applicable*)	RFP
*What were the projected costs of the service for the entire term of the contract prior to contract award?	Projected costs were based upon the spending patterns under the previous ITPRO contracts.

Supplemental Documentation Required for Fiscal Review Committee

For all new non-competitive contracts and any contract amendment that changes Sections A or C.3. of the original or previously amended contract document, provide estimates based on information provided the Department by the vendor for determination of contract maximum liability. Add rows as necessary to provide all information requested.

If it is determined that the question is not applicable to your contract document attach detailed explanation as to why that determination was made.

Planned expenditures by fiscal year by deliverable. Add rows as necessary to indicate all estimated contract expenditures.

Deliverable description:	FY:	FY:	FY:	FY:	FY:
See Attached "Spend Down" Report					

Proposed savings to be realized per fiscal year by entering into this contract. If amendment to an existing contract, please indicate the proposed savings to be realized by the amendment. Add rows as necessary to define all potential savings per deliverable.

Deliverable description:	FY:	FY:	FY:	FY:	FY:
Not Applicable					

Comparison of cost per fiscal year of obtaining this service through the proposed contract or amendment vs. other options. List other options available (including other vendors), cost of other options, and source of information for comparison of other options (e.g. catalog, Web site). Add rows as necessary to indicate price differentials between contract deliverables.

Proposed Vendor Cost: (name of vendor)	FY:	FY:	FY:	FY:	FY:
It would not be in the State's best interest to pursue other options for procuring staff augmentation services. The lack of continuity and retraining of new contract personnel would not be cost effective and would be detrimental to project timelines.					
Other Vendor Cost: (name of vendor)	FY:	FY:	FY:	FY:	FY:
Other Vendor Cost: (name of vendor)	FY:	FY:	FY:	FY:	FY:

Actuals

Cook Spend Down Report

		Cook
	Contract Amt	$5,000,000.00
	In ITPRO	$131,857.50
	Edison	$219,174.12
*	Remainder 3/2/10	$4,648,968.38
*	Feb-10	$4,604,798.17
	Mar-10	$4,551,961.14
	Apr-10	$4,507,372.09
	May-10	$4,462,783.04
	Jun-10	$4,418,193.99
	Jul-10	$4,373,604.94
	Aug-10	$4,329,015.89
	Sep-10	$4,284,426.84
	Oct-10	$4,239,837.79
	Nov-10	$4,195,248.74
	Dec-10	$4,150,659.69
	Jan-11	$4,106,070.64
	Feb-11	$4,061,481.59
	Mar-11	$4,016,892.54
	Apr-11	$3,972,303.49
	May-11	$3,927,714.44
	Jun-11	$3,883,125.39
	Jul-11	$3,838,536.34
	Aug-11	$3,793,947.29
	Sep-11	$3,749,358.24
	Oct-11	$3,704,769.19

Amount needed for each extended year (max of two)

Cook	$ -

NON-COMPETITIVE AMENDMENT REQUEST:

APPROVED
Commissioner of Finance & Administration

1) **RFS #**	317.03-189-09
2) **Procuring Agency :**	Department of Finance and Administration - OIR
EXISTING CONTRACT INFORMATON	
3) **Service Caption :**	Provision of Information Technology Professional (ITPRO) Services.
4) **Contractor :**	Cook Systems International, Inc.
5) **Contract #**	FA-09-26528-00 / Edison ID #3756
6) **Contract Start Date :**	November 3, 2008
7) **CURRENT Contract End Date :** (if ALL options to extend the contract are exercised)	November 2, 2011
8) **CURRENT Maximum Cost :** (if ALL options to extend the contract are exercised)	$ 5,000,000.00
PROPOSED AMENDMENT INFORMATON	
9) **Amendment #**	3
10) **Amendment Effective Date :** (attached explanation required if < 60 days after F&A receipt)	November 1, 2010
11) **PROPOSED Contract End Date :** (if ALL options to extend the contract are exercised)	November 2, 2013
12) **PROPOSED Maximum Cost :** (if ALL options to extend the contract are exercised)	$ 5,000,000.00

13) **Approval Criteria :** (select one)	☒	**use of Non-Competitive Negotiation is in the best interest of the state**
	☐	**only one uniquely qualified service provider able to provide the service**

14) Description of the Proposed Amendment Effects & Any Additional Service :

The purpose of this amendment is to extend the contract to the full five year contract term and to add dollars needed for the additional years.

15) Explanation of Need for the Proposed Amendment :

This contract provides information technology personnel for all departments of the State of Tennessee where the Department either does not have trained State employees or needs to supplement for projects. This need is ongoing.

16) Name & Address of Contractor's Current Principal Owner(s) : (not required for a TN state education institution)

Dianne Stine, Regional Sales Director
Cook Systems International, Inc.
2400 Crestmoor Road, Suite 211C
Nashville, TN 37215

17) Office for Information Resources Endorsement : (required for information technology service; n/a to THDA)

Documentation is ... ☐ **Not Applicable to this Request** ☒ **Attached to this Request**

18) eHealth Initiative Endorsement : (required for health-related professional, pharmaceutical, laboratory, or imaging service)

Documentation is ... ☒ **Not Applicable to this Request** ☐ **Attached to this Request**

19) Department of Human Resources Endorsement : (required for state employees training service)

Documentation is ... ☒ **Not Applicable to this Request** ☐ **Attached to this Request**

20) Description of Procuring Agency Efforts to Identify Reasonable, Competitive, Procurement Alternatives :

Efforts were not made to identify alternatives as procuring new vendors to supply contract personnel on ongoing projects would not be in the best interest of the State. The lack of continuity and retraining of new contract personnel would not be cost effective and would be detrimental to project timelines.

21) Justification for the Proposed Non-Competitive Amendment :

Based on the usage of contractor personnel in previous ITPRO contracts, the State provided for a contract extension in the original RFP, in Contract Section B.2. In addition, the ITPRO contracts contain a "built-in" continuing competitive process where the vendors bid on each Statement of Work (SOW). The vendors may bid an amount that is less than or equal to the maximum ceiling rate they originally bid for a given job class. The vendor with the lowest-priced/best-qualified candidate receives the placement. This helps to ensure that the State will receive competitive rates throughout the full term of the contract. Given this ongoing competitive process and provision to extend the contract, it would be needlessly disruptive to the agencies not to extend the contract.

AGENCY HEAD SIGNATURE & DATE :
(must be signed & dated by the ACTUAL procuring agency head as detailed on the Signature Certification on file with OCR— signature by an authorized signatory will be accepted only in documented exigent circumstances)

OIR Pre-Approval Endorsement Request
E-Mail Transmittal

TO : Jane Chittenden, OIR Procurement & Contract Management Director
Department of Finance & Administration

E-Mail : Jane.Chittenden@tn.gov

FROM : Mitzi Hale, OIR / PCM
Department of Finance and Administration

E-Mail : Mitzi.Hale@tn.gov

DATE : June 15, 2010

RE : Request for OIR Pre-Approval Endorsement

APPLICABLE RFS # 317.03-189-09 (Cook Systems International, Inc.)

OIR ENDORSEMENT SIGNATURE & DATE :

6/15/10

Chief Information Officer

NOTE: Proposed contract/grant support is applicable to the subject IT service technical merit.

Office for Information Resources (OIR) pre-approval endorsement appears to be required pursuant to professional service contracting regulations pertaining to procurements with information technology as a component of the scope of service. This request seeks to ensure that OIR is aware of and has an opportunity to review the procurement detailed below and in the attached documents.

Please document OIR endorsement of the described procurement (with the appropriate signature above), and return this document via e-mail at your earliest convenience.

1 **SUBJECT PROCUREMENT DOCUMENT TYPE** (mark one) :

- ☐ RFP
- ☐ Competitive Negotiation Request ☐ Alternative Procurement Method Request
- ☐ Non-Competitive Contract Request ☒ Non-Competitive Amendment Request
- ☐ Contract ☐ Contract Amendment ☐ Grant ☐ Grant Amendment

2 **INFORMATION SYSTEMS PLAN (ISP) PROJECT APPLICABLITY :**

- ☒ Not Applicable to this Request ☐ Applicable –

RESPONSE CONFIRMED BY :

APPLICABLE RFS #	317.03-189-09 (Cook Systems International, Inc.)

3 **CONTRACTING AGENCY CONTACT :**

Bill Beecroft

615-253-1786

Bill.Beecroft@tn.gov

4 **SUBJECT INFORMATION TECHNOLOGY SERVICE DESCRIPTION :**

Endorsement is for the extension of the Information Technology Professional (ITPRO) Services contract, which provides staff augmentation services for various State agencies.

5 **REQUIRED ATTACHMENT(S) AS APPLICABLE** (copies without signatures acceptable) **:**

- [x] **RFP, Competitive Negotiation Request, Alternative Procurement Method Request, or Non-Competitive Contract/Amendment Request**
- [ ] **proposed contract/grant or amendment**
- [ ] **original contract/grant & any prior amendments**

CONTRACT AMENDMENT

Agency Tracking #	Edison ID	Contract #	Amendment #
317.03-189-09	3756	FA-09-26528-00	3

Contractor	Contractor Federal Employer Identification or Social Security #
Cook Systems International, Inc.	☐ C- or ☒ V- 62-1564079

Amendment Purpose/ Effects

This amendment extends the contract through Year 5. No dollar increase.

Contract Begin Date	Contract End Date	Subrecipient or Vendor	CFDA #(s)
November 3, 2008	November 2, 2013	☐ Subrecipient ☒ Vendor	

FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
2009			$666,672.00		$666,672.00
2010			$1,000,008.00		$1,000,008.00
2011			$1,000,008.00		$1,000,008.00
2012			$1,000,008.00		$1,000,008.00
2013			$1,000,008.00		$1,000,008.00
2014			$333,296.00		$333,296.00
TOTAL:			$5,000,000.00		$5,000,000.00

American Recovery and Reinvestment Act (ARRA) Funding – ☒ **YES** ☐ **NO**

— COMPLETE FOR AMENDMENTS —

END DATE AMENDED? ☒ YES ☐ NO

FY	Base Contract & Prior Amendments	THIS Amendment ONLY
2009	$1,650,000.00	($983,328.00)
2010	$1,650,000.00	($649,992.00)
2011	$1,400,000.00	($399,992.00)
2012	$300,000.00	$700,008.00
2013		$1,000,008.00
2014		$333,296.00
TOTAL:	$5,000,000.00	**$0.00**

Agency Contact & Telephone #

Mitzi Hale, OIR/PCM, 741-3735

Agency Budget Officer Approval (there is a balance in the appropriation from which this obligation is required to be paid that is not otherwise encumbered to pay obligations previously incurred)

Speed Code	Account Code
FA00000045	72203000

— OCR USE —	**Procurement Process Summary** (non-competitive, FA- or ED-type only)

AMENDMENT THREE
TO FA-09-26528-00 / #3756

This Contract Amendment is made and entered by and between the State of Tennessee, Department of Finance and Administration, hereinafter referred to as the "State" and Cook Systems International, Inc., hereinafter referred to as the "Contractor." It is mutually understood and agreed by and between said, undersigned contracting parties that the subject Contract is hereby amended as follows:

1. The text of Contract Sections B.1 and B.2 are deleted in their entirety and replaced with the following:

   B.1. This Contract shall be effective for the period commencing on November 3, 2008 and ending on November 2, 2013. The State shall have no obligation for services rendered by the Contractor which are not performed within the specified period.

The revisions set forth herein shall be effective on the date of final approval by the appropriate State officials in accordance with applicable Tennessee State laws and regulations. All other terms and conditions not expressly amended herein shall remain in full force and effect.

IN WITNESS WHEREOF,

COOK SYSTEMS INTERNATIONAL, INC.:

CONTRACTOR SIGNATURE **DATE**

PRINTED NAME AND TITLE OF CONTRACTOR SIGNATORY (above)

DEPARTMENT OF FINANCE AND ADMINISTRATION:

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

CONTRACT AMENDMENT

Agency Tracking #	Edison ID	Contract #	Amendment #
317.03-189-09	3756	FA-09-26528-00	2

Contractor	Contractor Federal Employer Identification or Social Security #
Cook Systems International, Inc.	☐ C- or ☒ V- 62-1564079

Amendment Purpose/ Effects

As allowed by Contract Section A.4.r, this amendment adds three new job classifications only. No dollar increase.

Contract Begin Date	Contract End Date	Subrecipient or Vendor	CFDA #(s)
November 3, 2008	November 2, 2011	☐ Subrecipient ☒ Vendor	

FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
2009			$1,650,000.00		$1,650,000.00
2010			$1,650,000.00		$1,650,000.00
2011			$1,400,000.00		$1,400,000.00
2012			$300,000.00		$300,000.00
TOTAL:			$5,000,000.00		$5,000,000.00

American Recovery and Reinvestment Act (ARRA) Funding – ☒ **YES** ☐ **NO**

— COMPLETE FOR AMENDMENTS —

END DATE AMENDED? ☐ YES ☒ NO

FY	Base Contract & Prior Amendments	THIS Amendment ONLY
2009	$1,650,000.00	
2010	$1,650,000.00	
2011	$1,400,000.00	
2012	$300,000.00	
TOTAL:	$5,000,000.00	$0.00

Agency Contact & Telephone #

Mitzi Hale, OIR/PCM, 741-3735

Agency Budget Officer Approval (there is a balance in the appropriation from which this obligation is required to be paid that is not otherwise encumbered to pay obligations previously incurred)

Speed Code	Account Code
FA00000045	72203000

— OCR USE —

Procurement Process Summary (non-competitive, FA- or ED-type only)

AMENDMENT TWO
TO FA-09-26528-00 / #3756

This Contract Amendment is made and entered by and between the State of Tennessee, Department of Finance and Administration, hereinafter referred to as the "State" and Cook Systems International, Inc., hereinafter referred to as the "Contractor." It is mutually understood and agreed by and between said, undersigned contracting parties that the subject Contract is hereby amended as follows:

1. The text of Contract Section C.3 is deleted in its entirety and replaced with the following:

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

a. The Contractor's compensation shall be contingent upon the satisfactory completion of units, milestones, or increments of service defined in Section A.

b. For the Staff Augmentation Option, the Contractor shall be compensated for said units, milestones, or increments of service based upon the following payment rates:

(1) For service performed from 11/3/2008, through 11/2/2011, the following rates shall apply:

Job Classification	Year 1 Maximum Service Rate Per Hour (11/3/2008 – 11/2/2009)	Year 2 Maximum Service Rate Per Hour (11/3/2009 – 11/2/2010)	Year 3 Maximum Service Rate Per Hour (11/3/2010 – 11/2/2011)
Accountant – Staff	N/A	$47.00	$47.00
Accountant – Senior	N/A	$57.00	$57.00
Accountant – Master	N/A	$67.00	$67.00
Advanced Network Administrator	$ 38.00	$ 38.00	$ 38.00
Advanced Programmer Analyst (Mainframe)	$ 45.00	$ 45.00	$ 45.00
Advanced UNIX System Programmer	$ 39.00	$ 39.00	$ 39.00
Business Analyst I	$ 42.00	$ 42.00	$ 42.00
Business Analyst II	$ 52.00	$ 52.00	$ 52.00
Business Analyst III	$ 60.00	$ 60.00	$ 60.00
Data Administrator/Database Administrator	$ 63.00	$ 63.00	$ 63.00
Data Entry Support I	$26.00	$28.00	$30.00
Data Entry Support II	$34.00	$36.00	$38.00
Desktop Support	$ 26.00	$ 26.00	$ 26.00
Enterprise Architecture Research and Development Analyst/Architect	$ 65.00	$ 65.00	$ 65.00
Enterprise Content Management (ECM)	$ 68.00	$ 68.00	$ 68.00

Job Classification	Year 1 Maximum Service Rate Per Hour (11/3/2008 – 11/2/2009)	Year 2 Maximum Service Rate Per Hour (11/3/2009 – 11/2/2010)	Year 3 Maximum Service Rate Per Hour (11/3/2010 – 11/2/2011)
Architect			
Enterprise Content Management (ECM) Programmer Analyst	$ 57.00	$ 57.00	$ 57.00
Enterprise Content Management (ECM) Project Manager	$ 67.00	$ 67.00	$ 67.00
Enterprise Content Management (ECM) Business Analyst	$ 57.00	$ 57.00	$ 57.00
Enterprise Content Management (ECM) System Administrator	$ 45.00	$ 45.00	$ 45.00
Enterprise Content Management (ECM) Capture Administrator	$ 55.00	$ 55.00	$ 55.00
Help Desk Representative	$ 25.00	$ 25.00	$ 25.00
Network Security Specialist I	$ 50.00	$ 50.00	$ 50.00
Network Security Specialist II	$ 66.00	$ 66.00	$ 66.00
Network Specialist I	$ 38.00	$ 38.00	$ 38.00
Network Specialist II	$ 45.00	$ 45.00	$ 45.00
Programmer Analyst I (Desktop & Distributed Technologies)	$ 39.00	$ 39.00	$ 39.00
Programmer Analyst II (Desktop & Distributed Technologies)	$ 47.00	$ 47.00	$ 47.00
Programmer Analyst III (Distributed Technologies)	$ 59.00	$ 59.00	$ 59.00
Project Manager	$ 63.00	$ 63.00	$ 63.00
Senior Enterprise Systems Designer	$ 65.00	$ 65.00	$ 65.00
Solutions Architect	$ 70.00	$ 70.00	$ 70.00
System Administrator	$ 36.00	$ 36.00	$ 36.00
Systems Analyst	$ 46.00	$ 46.00	$ 46.00
Systems / Applications Architect	$ 72.00	$ 72.00	$ 72.00
WAN Project Manager	$ 47.00	$ 47.00	$ 47.00
Web Based Training (WBT) Developer	$ 48.00	$ 48.00	$ 48.00
Web Designer	$ 38.00	$ 38.00	$ 38.00

The Service Rates proposed in the Project Offer for a Staff Augmentation SOW must be equal to or less than the Maximum Service Rates in the table above. The Contractor will be compensated based on the Services Rates proposed in the Project Offer and listed in the MOU for the SOW, in lieu of the rates in the table.

The services shall be provided and invoiced on an hourly basis, as used, up to the MOU Project Price stated in the MOU. The State shall not be liable to compensate the Contractor for any services if the aggregate compensation exceeds the MOU Project Price.

If an MOU is amended to extend the Project End Date into a Contract year for which Service Rate(s) were not proposed by the Contractor in the original Project Offer, the State will compute new Service Rate(s) using the latest Service Rate(s) in the MOU but adjusted by the percentage increase, if any, between the Consumer Price Index for All Urban Consumers (CPI-U): U.S. city average, all items expenditure category, not seasonally adjusted, index base period: 1982-84=100) published by the United States Department of Labor, Bureau of Labor Statistics two months prior to the effective date of the MOU amendment and that figure published in the same month, 12-months prior, up to a maximum of four percent (4%).using the Consumer Price Index.

The new Service Rate(s) for the MOU will be the lesser of 1) the computed Service Rate(s) or 2) the Maximum Service Rate(s) for the Contract year in the table above.

(2) If the option to renew for a fourth year is exercised, for service performed from 11/3/2011, through 11/2/2012, the Year 4 Maximum Service Rates shall be based upon the Year 3 payment rates in Section C.3.b.(1) above but adjusted by the percentage increase, if any, between the Consumer Price Index for All Urban Consumers (CPI-U): U.S. city average, all items expenditure category, not seasonally adjusted, index base period: 1982-84=100) published by the United States Department of Labor, Bureau of Labor Statistics in July, 2011 and that figure published in the same month, 12-months prior, up to a maximum of four percent (4%).

(3) If the option to renew for a fifth year is exercised, for service performed from 11/3/2012, through 11/2/2013, the Year 5 Maximum Service Rates shall be based upon the Year 4 payment rates computed in Section C.3.b.(2) above but adjusted by the percentage increase, if any, between the Consumer Price Index for All Urban Consumers (CPI-U): U.S. city average, all items expenditure category, not seasonally adjusted, index base period: 1982-84=100) published by the United States Department of Labor, Bureau of Labor Statistics in July, 2012 and that figure published in the same month, 12-months prior, up to a maximum of four percent (4%).

c. The State will compensate the Contractor for Project Option work at a fixed price, as described in the SOW. The Contractor may not charge the State for any additional resources or other expenses that were not included in the original fixed-price Project Offer for the SOW.

At the State's option and depending upon the nature and length of the project in question, the State may choose to compensate the Contractor either in phases as work progresses or in a lump-sum payment at the end of the project. The State will make this determination prior to publishing the SOW and will describe the compensation methodology in the SOW.

2. Contract Attachment A is deleted in its entirety and replaced with the new Contract Attachment A attached hereto.

3. The following provision is added as Contract Section E.20:

E.20. Federal Economic Stimulus Funding. This Contract requires the Contractor to provide products and/or services that are funded in whole or in part under the American Recovery and Reinvestment Act of 2009, Public Law 111-5, (Recovery Act). The Contractor is responsible for ensuring that all applicable requirements, including but not limited to those set forth herein, of the Recovery Act are met and that the Contractor provides information to the State as required.

The Contractor (and any subcontractor) shall comply with the following:

a. Federal Grant Award Documents, as applicable.

b. Executive Office of the President, Office of Management and Budget (OMB) Guidelines as posted at www.whitehouse.gov/omb/recovery_default/, as well as OMB Circulars, including but not limited to A-102 and A-133 as posted at www.whitehouse.gov/omb/financial_offm_circulars/.

c. Office of Tennessee Recovery Act Management Directives (posted on the Internet at www.tnrecovery.gov).

d. The Recovery Act, including but not limited to the following sections of that Act:

(1) Section 1604 – Disallowable Use. No funds pursuant to this Contract may be used for any casino or other gambling establishment, aquarium, zoo, golf course, or swimming pool.

(2) Section 1512 – Reporting and Registration Requirements. The Contractor must report on use of Recovery Act funds provided through this Contract. Information from these reports will be made available to the public.

(3) Section 1553 – Recovery Act Whistleblower Protections. An employee of any non-Federal employer receiving covered funds under the Recovery Act may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing, including a disclosure made in the ordinary course of an employee's duties, to the Accountability and Transparency Board, an inspector general, the Comptroller General, a member of Congress, a State or Federal regulatory or law enforcement agency, a person with supervisory authority over the employee (or other person working for the employer who has the authority to investigate, discover or terminate misconduct), a court or grand jury, the head of a Federal agency, or their representatives, information that the employee believes is evidence of one or more of the following related to the implementation or use of covered funds:

i. gross mismanagement,
ii. gross waste,
iii. substantial and specific danger to public health or safety,
iv. abuse of authority, or
v. violation of law, rule, or regulation (including those pertaining to the competition for or negotiation of a Contract).

Non-enforceability of Certain Provisions Waiving Rights and Remedies or Requiring Arbitration: Except as provided in a collective bargaining agreement, the rights and remedies provided to aggrieved employees by this section may not be waived by any agreement, policy, form, or condition of employment, including any predispute arbitration agreement. No predispute arbitration agreement shall be valid or enforceable if it requires arbitration of a dispute arising out of this section.

Requirement to Post Notice of Rights and Remedies: The Contractor and any subcontractor shall post notice of the rights and remedies as required under Section 1553. (Refer to Section 1553 of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5 located at www.recovery.gov, for specific requirements of this section and prescribed language for the notices.)

(4) Section 902 – Access Of Government Accountability Office. The Contractor shall provide that the Comptroller General and his representatives are authorized:

i. to examine any records of the Contractor or any of its subcontractors, that directly pertain to, and involve transactions relating to, this Contract or a subcontract; and

ii. to interview any officer or employee of the Contractor or any of its subcontractors regarding such transactions.

(5) Section 1514 – Inspector General Reviews. Any inspector general of a federal department or executive agency has the authority to review, as appropriate, any concerns raised by the public about specific investments using such funds made available in the Recovery Act. In addition, the findings of such reviews, along with any audits conducted by any inspector general of funds made available in the Recovery Act, shall be posted on the inspector general's website and linked to the website established by Recovery Act Section 1526, except that portions of reports may be redacted to the extent the portions would disclose information that is protected from public disclosure under sections 552 and 552a of title 5, United States Code.

(6) Section 1515 – Access of Offices of Inspector General to Certain Records and Employers. With respect to this Contract, any representative of an appropriate inspector general appointed under section 3 or 8G of the Inspector General Act of 1978 (5 U.S.C. App.), is authorized:

i. to examine any records, of the Contractor or any of its subcontractors, that pertain to and involve transactions relating or pursuant to this Contract; and

ii. to interview any officer or employee of the Contractor or any subcontractors regarding such transactions.

(7) Section 1606 – Wage Rate Requirements. All laborers and mechanics employed by pursuant to this Contract shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code. All rulings and interpretations of the Davis-Bacon Act and related acts contained in 29 CFR 1, 3, and 5 are herein incorporated by reference.

For purposes of this Contract, laborer or mechanic includes at least those workers whose duties are manual or physical in nature (including those workers who use tools or who are performing the work of a trade), as distinguished from mental or managerial. The term laborer or mechanic includes apprentices, trainees, helpers, and, in the case of contracts subject to the Contract Work Hours and Safety Standards Act, watchmen or guards.

(8) Section 1605 – Buy American Requirements for Construction Material – Buy American, Use of American Iron, Steel, and Manufactured Goods. None of the funds provided by this Contract may be used for a project for the construction, alteration, maintenance, or repair of a public building or public work unless all of the iron, steel, and manufactured goods used in the project are produced in the United States.

e. The Contractor agrees to comply with any modifications or additional requirements that may be imposed by law and future guidance and clarifications of Recovery Act requirements.

f. If the Contractor enters into one or more subcontracts for any of the services performed under this Contract, each subcontract shall contain provisions specifically imposing on the subcontractor all requirements set forth in this Contract Section E.20., "Federal Economic Stimulus Funding."

The revisions set forth herein shall be effective on the date of final approval by the appropriate State officials in accordance with applicable Tennessee State laws and regulations. All other terms and conditions not expressly amended herein shall remain in full force and effect.

IN WITNESS WHEREOF,

COOK SYSTEMS INTERNATIONAL, INC.:

James R. Fletcher 11/4/09

CONTRACTOR SIGNATURE **DATE**

James R. Fletcher C.O.O.

PRINTED NAME AND TITLE OF CONTRACTOR SIGNATORY (above)

DEPARTMENT OF FINANCE & ADMINISTRATION:

M.D. Goetz Jr. 11-10-09

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

JOB CLASSIFICATIONS

STATE OF TENNESSEE
INFORMATION TECHNOLOGY CONTRACTOR REQUIREMENTS

Accountant - Staff – records and/or audits accounting transactions into the Edison (PeopleSoft) Financial Supply chain Management Modules appropriately classifying the transactions to enable timely financial reporting; analyzes transactions for conformity with generally accepted accounting principles and IRS 1099 reporting requirements to enable accurate annual 1099 reporting; reconciles various types of daily transactions and researches reconciling items; analyzes conversion files (i.e., data and transactions from STARS input into Edison) to diagnose problems; develops spreadsheets of medium difficulty; effectively communicates accounting issues with state staff.

Qualifications and experience: Baccalaureate degree in accounting from an accredited college or university and up to 5 years of increasingly complex accounting and financial reporting; OR Baccalaureate degree from an accredited college or university with 36 quarter (or 24 semester) hours in accounting and up to 5 years of increasingly complex accounting and financial reporting. The required experience must have occurred within the last five years.

Accountant - Senior – records and/or audits accounting transactions into the Edison (PeopleSoft) Financial Supply Chain Management Modules appropriately classifying the transactions to enable timely financial reporting; analyzes transactions for conformity with generally accepted accounting principles and IRS 1099 reporting requirements to enable accurate annual 1099 reporting; reconciles various types of daily transactions and researches reconciling items, correcting out-of-balance occurrences; analyzes conversion files (i.e., data and transactions from STARS input into Edison) to diagnose problems; develops spreadsheets of medium to complex difficulty; effectively communicates accounting issues with state staff.

Qualifications and experience: Baccalaureate degree in accounting from an accredited college or university and between 5 and 9 years of increasingly complex accounting and financial reporting; OR Baccalaureate degree from an accredited college or university with 36 quarter (or 24 semester) hours in accounting and between 5 and 9 years of increasingly complex accounting and financial reporting. The most recent 2 years of the required experience must have occurred within the last 3 years.

Accountant - Master – records and/or audits accounting transactions into the Edison (PeopleSoft) Financial Supply Chain Management Modules appropriately classifying the transactions to enable timely financial reporting; analyzes transactions for conformity with generally accepted accounting principles and IRS 1099 reporting requirements to enable accurate annual 1099 reporting; reconciles various types of daily transactions and researches reconciling items, correcting out-of-balance occurrences; analyzes conversion files (i.e., data and transactions from STARS input into Edison) to diagnose problems and assists in the development of solutions to ensure appropriate accountability and financial reporting; determine the transactions that need to be recorded to balance general ledger accounts; develops spreadsheets of complex difficulty; effectively communicates accounting issues with state staff.

Qualifications and experience: Baccalaureate degree from an accredited college or university, CPA certificate, and over 9 years of increasingly complex accounting and financial reporting. The most recent 2 years of the required experience must have occurred within the last 3 years.

Advanced Network Administrator - Responsible for the support of Local Area Network computer systems including servers on the WAN used for enterprise applications. Responsibility may include installation of hardware and software components comprising the network. Must be able to work with vendors and State support staff to quickly diagnose LAN problems and restore service to users in the event of service disruptions. Must be able to diagnose problems and incompatibilities that may occur with integrated software products and with hardware dependencies. Requires a minimum of 2 years of current experience in this job class.

Advanced Programmer Analyst (Mainframe) - Analyzes functional business applications and creates design specifications for developing programs. Develops block diagrams and logic flow charts. Translates detailed design into computer software. Tests, debugs, and refines the computer software to produce the required product. Prepares required documentation, including both program-level and user-level documentation. Enhances software to reduce operating time or improve efficiency. Primary skill set comprises COBOL, IMS DB/DC, CICS, and DB2. Secondary skill set includes all other mainframe software standards. Requires a minimum of 2 years of current experience in this job class.

Advanced UNIX System Programmer - Responsible for installation, maintenance, and support of operating systems, communications software, database packages, compilers, utility programs and related systems software. Modify existing software as well as create special-purpose software to ensure efficiency and integrity between systems and applications. Must be able to work with vendors and State support staff to quickly diagnose operating systems, communications software, database software, or utility problems and restore service to users in the event of service disruptions. Must be able to diagnose problems and incompatibilities that may occur with integrated software products and with hardware dependencies. Must be able to perform capacity planning, do performance tuning, and evaluate software products. Requires a minimum of 2 years of current experience in this job class.

Business Analyst I - Analyze and document business requirements and processes related to public sector service delivery for a single or multiple related State agencies. Formulate alternative solutions to satisfy these requirements, which may involve business process reengineering, and/or the deployment of information technology. Plan and/or conduct end user training for new applications. Prepare cost benefit analyses according to State CBA methodology. Develop and/or oversee plans for the execution of a solution from project inception to conclusion. Construct data models and activity/process models as may be required to define system functions. Provide support for the installation, testing, data conversion, implementation, and ongoing maintenance of information systems. Conduct and document the results of special studies dealing with systems and/or business process issues. Facilitate sessions to gather and document requirements and explore solutions. Superior negotiating, analytical, group facilitation, and relationship management skills. Work effectively with all levels of State staff from clerical through agency executive management. This includes skillful interviewing capability. Possess superior organizational and written/verbal communication skills. Hands-on Data Modeling and Process Modeling experience may be required for some assignments. An understanding of current information technology with an ability to conceptualize solutions to business problems in the most effective and cost-efficient manner. (*Note: Current information technology in the State's environment includes: 1) multi-tier (mainframe, departmental/midlevel, and desktop) computing; 2) the use of internet and intranet to facilitate service delivery; 3) electronic data interchange; 4) imaging; 5) data warehousing; and, 6) geographic information systems. The deployment of information technology must be consistent with the State's architectural framework which is based upon the philosophy that information sharing, data integration and network interoperability is the basis for effective and efficient service delivery to the citizens of Tennessee.*) An ability to integrate solutions across multiple functional and technical environments is required. Requires a minimum of two years of experience in the last two years. Must hold a BA/BS degree.

Business Analyst II – Same qualifications as Business Analyst I with the exception of the following: Requires a minimum of five years of increasingly complex and responsible experience in the last five years. Must hold a BA/BS degree (advanced degree a plus).

Business Analyst III - Same qualifications as Business Analyst I with the exception of the following: Requires a minimum of ten years of increasingly complex and responsible experience in the last twelve years. Must hold a BA/BS degree (advanced degree a plus).

Data Administrator/Database Administrator - Designs and reviews database systems; evaluates and recommends changes to database systems; and implements new or revised systems to ensure accuracy, efficiency, and adherence to technical standards. Responsible for providing technical assistance to other personnel involved in computer applications development by answering questions, describing techniques, and writing procedures. Monitors database systems performance, evaluates information gathered from users and other staff and review of historical data, and recommends changes to database systems to ensure optimal performance and productivity. May act as project leader in monitoring performance of database systems, and identifies, evaluates, and makes recommendations to management concerning problems or issues in the database environment to ensure optimal performance and productivity of database systems. Responsible for the daily maintenance, tracking and documentation of production database systems including creating and scheduling database specific jobs and determining necessary actions to recover from problems or failures. Develop and enforce the Standards, Procedures, and Guidelines to establish the operational framework in which database management systems are consistently and effectively utilized. Research, identify, evaluate and select database software. Instruct users in the use of database software to enhance database system usage, facilitate problem resolution, and maximize customer service. Requires a minimum of 2 years of current experience in this job class.

Data Entry Support I – Performs data entry and related administrative work of average difficulty; keys information from forms into state IT systems; copies information from state IT systems onto appropriate state-approved forms; reviews information on all forms to ensure completeness and accuracy; contacts state and non-state personnel as appropriate to clarify information on forms; scans paper documents to create electronic images; stores electronic images in state IT systems; files and/or routes forms to appropriate state and non-state personnel according to procedures; follows established procedures to report and/or correct errors in data entered into the state IT system or on forms.
Must possess excellent typing/data keying capabilities and good verbal, written, and telephone skills; requires education equivalent to graduation from a standard high school and experience equivalent to two years of full-time clerical experience.

Data Entry Support II – Performs data entry and related administrative work of above average difficulty; keys information from forms into state IT systems; copies information from state IT systems onto appropriate state-approved forms; reviews information on all forms to ensure completeness and accuracy; contacts state and non-state personnel as appropriate to clarify information on forms; scans forms to create electronic images; stores electronic images in state IT systems; files and/or routes forms to appropriate state and non-state personnel according to procedures; follows established procedures to report and/or correct errors in data entered into the state IT system or on forms.
Must possess excellent typing/data keying capabilities and good verbal, written, and telephone skills; requires education equivalent to graduation from a standard high school and experience equivalent to four years of full-time clerical experience OR must hold a BA/BS degree.

Desktop Support - Performs desktop computer support assignments, with an emphasis on desktop computer problem resolution. Installs a variety of desktop computer hardware and software and provides technical and customer support for these products. Provides customer support to both on-site and remote users. Analyzes users' system problems and provides solutions. Works with teams of analysts, programmers, and users in application development

environments. Tests and may write the technical documentation prepared for software or hardware installation. Primary skill set comprises Microsoft Office Suite and Microsoft, Novell and Unix operating systems. Secondary skill set comprises other office automation tools and the ability to identify and correct hardware malfunctions. Requires a minimum of 1 year of current experience in this job class with excellent interpersonal and communication skills, both written and oral.

Enterprise Architecture Research and Development Analyst/Architect - Responsible for performing technology research and development, enterprise software evaluations, documenting current state, future state, performing gap analysis, and creation of reference models. Must understand the Zachman framework, The Open Group Architecture Framework (TOGAF Certification a plus), and The NASCIO framework. Must be able to work with various State Agency personnel and Vendors. Must be able to think conceptually and tactically. Requires a minimum of 2 years of experience in this job class.

Enterprise Content Management (ECM) Architect – Formulates technological solutions that correctly utilize the FileNet products used by the ECM environment and provides a highly proficient working knowledge of the FileNet P8 product suite including Content Manager, Business Process Manager, Business Process Framework, eForms, Records Manager, and Email Manager. Advanced experience in business analysis, process improvement, workflow analysis and the implementation and leveraging of large workflow and document management systems. Conducts and documents the results of special studies dealing with systems and/or business process issues. Facilitates sessions to gather and document requirements and explore solutions. Translates requirements into systems specifications and all aspects of technical systems design. Provides a product evaluation from a functional, technical and business perspective. Consults with other technical areas regarding appropriate use of the document management system and integration with other line of business applications.

Superior negotiating, analytical, group facilitation, and relationship management skills. Work effectively with all levels of State staff from clerical through agency executive management. This includes skillful interviewing capability. Possess superior organizational and written/verbal communication skills. An understanding of current information technology with an ability to conceptualize solutions to business problems in the most effective and cost-efficient manner. Requires a minimum of five years of increasingly complex and responsible experience in the last five years. Must hold a BA/BS degree.

Enterprise Content Management (ECM) Programmer Analyst – Development expertise in FileNet API sets, including P8, Capture Desktop, Web Services, Java and .NET. Analyzes functional business requirements and design specifications for developing programs, and uses knowledge of software methodologies, distributed networking, databases, communications, and multiprocessing applications. Develops workflow applications using Business Process Manager to include the use of eForms. Tests, debugs, and refines the application to produce the required product. Prepares required documentation, including both program-level and user-level documentation. Enhances software to reduce operating time or improve efficiency. Requires a minimum of 2 year of current experience in this job class.

Enterprise Content Management (ECM) Project Manager – Provides competent leadership and responsible direction through successful performance of a variety of detailed, diverse elements of project management with the FileNet P8 suite of products. Directs completion of tasks within estimated time frames and budget constraints. Schedules and assigns duties to project team, comprising State technical and program staff as well as contractors from one or more firms. Enforces work standards and reviews/resolves work discrepancies to ensure compliance with project requirements. Reports in writing and orally to State management as necessary. Requires an extensive background in managing large, complex projects with outstanding interpersonal and communication skills.

Enterprise Content Management (ECM) Business Analyst – Analyze and document business requirements and processes related to the implementation of the FileNet P8 suite of products. Formulate alternative solutions to satisfy these requirements, which may involve business process reengineering, and/or the deployment of information technology. Plan and/or conduct end user training for new applications. Prepare cost benefit analyses according to State CBA methodology. Develop and/or oversee plans for the execution of a solution from project inception to conclusion. Construct data models and activity/process models as may be required to define system functions. Provide support for the installation, testing, data conversion, implementation, and ongoing maintenance of ECM systems. Conduct and document the results of special studies dealing with systems and/or business process issues. Facilitate sessions to gather and document requirements and explore solutions. Superior negotiating, analytical, group facilitation, and relationship management skills. Work effectively with all levels of State staff from clerical through agency executive management. This includes skillful interviewing capability. Possess superior organizational and written/verbal communication skills. Hands-on Data Modeling and Process Modeling experience may be required for some assignments. An understanding of current information technology with an ability to conceptualize solutions to business problems in the most effective and cost-efficient manner. An ability to integrate solutions across multiple functional and technical environments is required. Requires a minimum of two years of experience in the last two years. Must hold a BA/BS degree.

Enterprise Content Management (ECM) System Administrator – Provides installation, maintenance, technical and customer support for desktop/workstation products including Capture Professional and configuration of the scanners included in the State Contract. Provide assistance in maintaining the P8 infrastructure including Content Manager, Business Process Manager, Business Process Framework, eForms, Records Manager, and Email Manager. Schedules and performs system maintenance activities such as performance monitoring, system tuning, data storage configuration and reorganization, and system backups. Executes application and maintenance batch jobs. Defines, establishes, and enforces security access to desktop/workstation and mid-level systems and applications. In most cases, serves as primary contact with software vendors' technical support areas. Analyzes system problems, selects appropriate solutions, and implements corrective actions. Provides basic user training on user application software. As necessary, documents system support and maintenance processes and procedures. Primary skill set comprises basic familiarity with computer hardware and software installation and troubleshooting, with specific experience installing and supporting the following products: Microsoft Office Suite (Standard), Microsoft Windows, Microsoft Windows 2003 Server, Oracle Application Server, Websphere Application Server, Microsoft SQL 2003 and 2005, Microsoft Internet Explorer, NetWare, Netscape, Oracle, 3270, IBM Personal Communications/3270 Procomm Plus, Ethernet Adapter, and Token Ring Adapter. Secondary skill set comprises GroupWise, TCP/IP, and knowledge of all other Departmental/Desktop hardware and software standards. Requires a minimum of 2 years of current experience in this job class.

Enterprise Content Management (ECM) Capture Administrator – Provides installation, maintenance, technical and customer support for Capture Professional and configuration of the scanners included in the State Contract. Defines, establishes, and enforces security access to desktop/workstation and mid-level systems and applications. In most cases, serves as primary contact with Agencies technical support areas. Analyzes system problems, selects appropriate solutions, and implements corrective actions. Provides basic user training on Capture Professional software. As necessary, documents system support and maintenance processes and procedures. Primary skill set comprises basic familiarity with computer hardware and software installation and troubleshooting, with specific experience installing and supporting the following products: Microsoft Office Suite (Standard), Microsoft Windows, Microsoft Windows 2003 Server, Database Connectivity, and Microsoft Internet Explorer, Secondary skill set comprises TCP/IP and knowledge of all other Departmental/Desktop hardware and software standards. Requires a minimum of 1 year of current experience in this job class.

Help Desk Representative - Provides support to a variety of information technology users on hardware, software, telecommunications, and application issues and problems. Function as first/second level support by receiving, recording, responding to, and following up on trouble calls. When appropriate, conduct problem determination to attempt to resolve issues and problems with the customer on the line. Must possess excellent telephone skills, good verbal and written skills, an extensive knowledge of information technology (with an emphasis on desktop devices and local and wide area networks), good analytical skills, good technical skills, good keying capability, and familiarity with common business practices and terminology. An individual working in this classification must be able to effectively deal with stress and anxiety. Requires a minimum of 3 years of current experience in this job class.

Network Security Specialist I - Consults with customers to define user and system security requirements; designs solutions based on customer requirements; coordinates work required to complete network security installations. Installs and monitors network security software and hardware to provide network security services, including network security monitoring, firewall and intrusion detection probe management, and related activities. Performs tasks to analyze anomalies reported by security hardware/software systems, confers with senior staff on corrective measures, completes corrective actions, and monitors changes to ensure network security problems are corrected. Provides first-level support for security hardware/software fault management and problem resolution. Makes appropriate changes to network security configurations and/or works directly with the service providers to correct network security problems. Monitors the network for security breaches, implements changes to stop breaches that are in progress, documents findings, and works with the security incident response teams to investigate breaches on the wide area network. Requires a minimum of two (2) years experience in network security administration, including firewall and intrusion detection support.

Network Security Specialist II - Installs and monitors the most complex installations of network security software and hardware to provide LAN, MAN, WAN, and Data Center security services, including network security monitoring, security hardware/software management, firewall rule management, and related activities. Provides senior level security support in diagnosis and identifying corrective actions to address network security hardware/software problems, monitors staff activities to correct problems, and monitors changes to ensure network security problems are corrected. Provides senior-level support for Data Center systems deployment, security fault management and problem resolution. Makes appropriate changes to network security hardware/software configurations and/or works directly with the service providers to correct network security problems. Requires a minimum of five (5) years senior level experience in network security administration, including firewall, VPN, and intrusion detection support. Experience must include firewall support for Cisco PIX and Checkpoint.

Network Specialist I - Installs and monitors network software and hardware to provide LAN, MAN, WAN or Data Center network services, including network monitoring, network tuning, router management, switch management, and related activities. Performs tasks to analyze anomalies reported by hardware/software systems, confers with senior staff on corrective measures, completes corrective actions, and monitors changes to ensure network problems are corrected. Provides reactive and proactive changes to network hardware and software components to ensure that user requirements are met and that the network is performing at optimum levels (changes include router/switch configurations, access lists, routing tables, etc.) Provides second-level support for fault management and problem resolution. Makes appropriate changes to network configurations and/or works directly with the service providers to correct network problems. Requires a minimum of two (2) years experience in WAN, LAN, or Data Center network administration.

Network Specialist II - Installs and monitors the most complex installations of network software and hardware to provide LAN, MAN, WAN, and Data Center network services, including network monitoring, network tuning, router management, switch management, load balancer management, SSL management, IP address management, and related activities. Provides

reactive and proactive changes to network hardware and software components to ensure that user requirements are met and that the network is performing at optimum levels (changes include router, switch, load balancer or SSL configurations, access lists, routing tables, etc.). Provides senior-level support for Data Center systems deployment, fault management and problem resolution in the most complex Data Center network environments supporting multiple VLANs and multiple servers. Makes appropriate changes to network configurations and/or works directly with the service providers to correct network problems. Provides senior level support for LAN, MAN, WAN, and Data Center design, management and monitoring. Requires a minimum of five (5) years senior level experience in LAN, MAN, WAN, and Data Center administration that includes a broad range of experience in networking support and a detailed understanding of network hardware and routing protocols.

Programmer Analyst I (Desktop & Distributed Technologies) - Analyzes functional business requirements and design specifications for developing programs for desktop and distributed environments which includes personal computers, client server environments, and browser-based or n-tier environments. Translates detailed design into computer software. Tests, debugs, and refines the computer software to produce the required product. Prepares required documentation, including both program-level and user-level documentation. Enhances software to reduce operating time or improve efficiency. Primary skill sets include knowledge of SOLARIS and Windows operating systems; Oracle and Microsoft SQL Server databases; Microsoft Visual Studio .NET and Oracle Internet Development tools; Visual Basic, Java, and .NET programming languages; Visual Basic Script, JavaScript, JSPs, EJBs, XML, and HTML. Secondary skill sets include knowledge of Microsoft's Internet Information Server (IIS), Secure Socket Layers (SSL) to provide the functionality of encryption and decryption of data; Object Oriented and UML methodologies; knowledge of other State software standards for desktop and distributed systems. Requires a minimum of 1 year of current experience in this job class.

Programmer Analyst II (Desktop & Distributed Technologies) – Defines and analyzes functional business requirements for designing and developing programs for desktop and distributed environments which includes personal computers, client server environments, and browser-based or n-tier environments. Develops design specifications and/or translates detailed design specs into computer software. Tests, debugs, and refines the computer software to produce the required product. Prepares required documentation, including both program-level and user-level documentation. Troubleshoots and enhances software to reduce operating time or improve efficiency. Primary skill sets include knowledge of SOLARIS and Windows operating systems; Oracle and Microsoft SQL Server databases; Microsoft Visual Studio .NET and Oracle Internet Development tools and Oracle Application Server; J2EE and .NET architectural frameworks; Visual Basic, Java, and .NET programming languages; Visual Basic Script, JavaScript, JSPs, EJBs, XML, and HTML. Secondary skill sets include knowledge of Microsoft's Internet Information Server (IIS), Secure Socket Layers (SSL) to provide the functionality of encryption and decryption of data; Object Oriented and UML methodologies; knowledge of other State software standards for desktop and distributed systems. Requires a minimum of 2 year of current experience in this job class.

Programmer Analyst III (Distributed Technologies) – Provides senior technical leadership, guidance, and support in the design, development, and deployment of complex applications in distributed computing environments. Architects applications considering the business and technical requirements necessary to satisfy the project/program objectives. Coordinates with other architectural and technical infrastructure staffs for providing input into technical decisions affecting specific projects as well as the State's enterprise distributive computing environment. Uses current application architecture design and development concepts, methodologies, and tools resulting in quality, stable, and maintainable computer software. Tests, debugs, and refines the computer software to produce the required product. Prepares required documentation, including both program-level and user-level documentation. Troubleshoots and enhances software to reduce operating time or improve efficiency. Primary skill sets include knowledge of SOLARIS and Windows operating systems; Oracle and Microsoft SQL Server databases;

Microsoft Visual Studio .NET and Oracle Internet Development tools and Oracle Application Server; J2EE and .NET architectural frameworks; Visual Basic, Java, and .NET programming languages; Visual Basic Script, JavaScript, JSPs, EJBs, XML, and HTML. Secondary skill sets include knowledge of Microsoft's Internet Information Server (IIS), Secure Socket Layers (SSL) to provide the functionality of encryption and decryption of data; Object Oriented and UML methodologies; knowledge of other State software standards for desktop and distributed systems. Requires a minimum of 3 year of current experience in this job class.

Project Manager - Provides competent leadership and responsible direction through successful performance of a variety of detailed, diverse elements of project management. Directs completion of tasks within estimated time frames and budget constraints. Schedules and assigns duties to project team, comprising State technical and program staff as well as contractors from one or more firms. Enforces work standards and reviews/resolves work discrepancies to ensure compliance with project requirements. Reports in writing and orally to State management as necessary. Requires an extensive background in managing large, complex projects with outstanding interpersonal and communication skills.

Senior Enterprise Systems Designer - Designs the data center infrastructure relating to enterprise service delivery. This could include networks (routers, switches, connectivity, and wiring), IP address configuration and management, firewalls, servers (e.g. Unix, Sun Solaris, Microsoft Windows, and NetWare), SAN, tape backup systems, disk to disk archival systems, and data bases such as SQL and Oracle. The person would need to gather requirements, design and create an implementation plan around the requested technology or solution. This senior level person must have excellent written and verbal communication skills, have IT project management experience and be able to work directly with multiple levels of staff and management. Taking initiative, having an enterprise view and being results focus are expected. Experience of 5 to 10 years in network or data center design would be preferred.

Solutions Architect - Leadership role that will be accountable for architecting and designing comprehensive solutions that meet the State of Tennessee's business requirements on high-impact projects. Partners with key roles (e.g. project managers, business analysts, etc.) to create well-defined solutions that are aligned to the State's IT Strategy and leverages common solutions and services, to meet key project goals. Within the solution development lifecycle, this role will be responsible for solution evaluation and selection, buy vs. build decisions, early-phase project estimates which contribute to the business case, and high level design. This role will provide guidance and architectural oversight during the detailed design, build, test and deploy phases. Requires a minimum of 5 years of current experience in this job class with excellent interpersonal and communication skills.

System Administrator - Provides installation, maintenance, technical and customer support for desktop/workstation and mid-level (including LAN and WAN network application and client server) systems and related software. Installs, configures, and supports system and user application software and provides upgrades of this software. Identifies peripherals to the systems and performs maintenance on these devices. Schedules and performs system maintenance activities such as performance monitoring, system tuning, data storage configuration and reorganization, and system backups. Executes application and maintenance batch jobs. Defines, establishes, and enforces security access to desktop/workstation and mid-level systems and applications. In most cases, serves as primary contact with software vendors' technical support areas. Analyzes system problems, selects appropriate solutions, and implements corrective actions. Provides basic user training on user application software. As necessary, documents system support and maintenance processes and procedures. Primary skill set comprises basic familiarity with computer hardware and software installation and troubleshooting, with specific experience installing and supporting the following products: UNIX, Sun Solaris, Microsoft Office Suite (Standard), Microsoft Windows, Microsoft Windows NT Server, Microsoft Internet Explorer, NetWare, Netscape, Oracle, 3270, IBM Personal Communications/3270 Procomm Plus, Ethernet Adapter, and Token Ring Adapter. Secondary skill set comprises GroupWise, TCP/IP, and

knowledge of all other Departmental/Desktop hardware and software standards. Requires a minimum of 1 year of current experience in this job class.

Systems Analyst - Analyzes and documents requirements for information systems. Develops and/or oversees plans for automated data processing systems from project inception to conclusion. Constructs data models and activity/process models as may be required to define system functions. Coordinates closely with programmers to ensure proper implementation of program and system specifications. Develops, in conjunction with functional users, system alternative solutions. Provides support for the installation, testing, implementation, and ongoing maintenance of information systems. Conducts and documents the results of special studies dealing with systems and/or business process issues. Requires a minimum of 3 years of current experience in this job class with excellent interpersonal and communication skills.

Systems / Applications Architect – High-level designer of a system to be implemented. Establishes the basic structure of the system, defining the core design features that are hard to change later. Provides the vision for where the system needs to go and strive to maintain its integrity as it evolves. Provides continuity in all major application solution decisions. Responsibilities include: defining the application architecture, resolving high-level functional issues, coaching the Application Engineer team in the development of the application solution on a Package Integration project, and guiding the Functional Specialist team in the development of the packaged application solution. Requires a minimum of 3 years of current experience in this job class.

WAN Project Manager – Responsible for complex wide area network (WAN) project management and technical work involving the analysis of network requirements, network design, and WAN solution performance monitoring. Provides senior level support for identifying end user business requirements; designing technical solutions to meet those requirements; developing project proposals, costs benefit analyses, and cost models for the project; managing projects to implement solutions; and providing senior level technical support for project deployment and on-going operations. Coordinates communication on projects, including written status reports, oral briefings, and technical or management meetings. Requires a minimum of five (5) years experience in WAN administration, including three (3) years experience managing WAN technology projects.

Web Based Training (WBT) Developer – The WBT Developer must have 5 or more years experience developing computer based training (CBT) and web based training (WBT). The developer must use Instructional Design principles to develop the course. The developer must program the interactive training using software from Adobe and Macromedia, including Authorware, DreamWeaver, Flash, Captivate, and Photoshop or TechSmith's Camtasia Studio. The developer must be able to implement the WBT using Oracle iLearning or other Learning Management Software (LMS). SCORM and AICC compliance experience is preferred. This WBT Developer position is a one-person development effort – including design, programming, graphic creation, and implementation.

Web Designer - Develops layout of HTML/Javascript based User Interfaces. Develops graphic elements for use in HTML/Javascript based interfaces. Develops client side Javascript for use in front end user interfaces. Required skills include: Experience with UI design and information architecture principles, and testing. Experience with cross-browser web development using web standards (XHTML, CSS, Javascript/ECMAScript, DOM, XML). Experience with creation of graphic elements using state standard tools. Familiarity with Section 508 accessibility standards for web user interfaces. Experience with cross-browser Javascript development and the W3C DOM level 1 and level 2. Experience with Macromedia Flash & Actionscript development. Experience with XML and dynamic XML processing in Javascript (XMLHttpRequest object). Requires a minimum of 2 years of current experience in this job class.

NOTE: The above skill sets are not intended to be all-inclusive for individual assignments. It will not be unusual for a Statement of Work (SOW) to require specific experience within these definitions and the State's overall Technical Architecture. For example a SOW may require an analyst or programmer with specific experience on accounting applications; or another may require an analyst who has specific experience in writing User Manuals; still another may require a project manager who has led teams involved in welfare systems activities; and so forth.

CONTRACT AMENDMENT

Agency Tracking #	Edison ID	Amendment #
317.03-189-09	3756 / FA-09-26528-00	1

Contractor	Contractor Federal Employer Identification or Social Security #
Cook Systems International, Inc.	☐ C- or ☒ V- 62-1564079

Amendment Purpose/ Effects

This amendment adds two new job classifications only. No dollar increase.

Contract Begin Date	Contract End Date	Subrecipient or Vendor	CFDA #(s)
November 3, 2008	November 2, 2011	☐ Subrecipient ☒ Vendor	

FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
2009			$1,650,000.00		$1,650,000.00
2010			$1,650,000.00		$1,650,000.00
2011			$1,400,000.00		$1,400,000.00
2012			$300,000.00		$300,000.00
TOTAL:			$5,000,000.00		$5,000,000.00

— COMPLETE FOR AMENDMENTS —

END DATE AMENDED? ☐ YES ☒ NO

FY	Base Contract & Prior Amendments	THIS Amendment ONLY
2009	$1,650,000.00	
2010	$1,650,000.00	
2011	$1,400,000.00	
2012	$300,000.00	
TOTAL:	$5,000,000.00	$0.00

Agency Contact & Telephone #

Mitzi Hale, OIR-PCM, 741-3735

Agency Budget Officer Approval (there is a balance in the appropriation from which this obligation is required to be paid that is not otherwise encumbered to pay obligations previously incurred)

Speed Code	Account Code
FA00000045	72203000

— OCR USE —

Procurement Process Summary (non-competitive, FA- or ED-type only)

AMENDMENT ONE
TO FA-09-26528-00 / #3756

This Contract Amendment is made and entered by and between the State of Tennessee, Department of Finance and Administration, hereinafter referred to as the "State" and Cook Systems International, Inc., hereinafter referred to as the "Contractor." It is mutually understood and agreed by and between said, undersigned contracting parties that the subject Contract is hereby amended as follows:

1. The text of Contract Section C.3 is deleted in its entirety and replaced with the following:

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

a. The Contractor's compensation shall be contingent upon the satisfactory completion of units, milestones, or increments of service defined in Section A.

b. For the Staff Augmentation Option, the Contractor shall be compensated for said units, milestones, or increments of service based upon the following payment rates:

(1) For service performed from 11/3/2008, through 11/2/2011, the following rates shall apply:

Job Classification	Year 1 Maximum Service Rate Per Hour (11/3/2008 – 11/2/2009)	Year 2 Maximum Service Rate Per Hour (11/3/2009 – 11/2/2010)	Year 3 Maximum Service Rate Per Hour (11/3/2010 – 11/2/2011)
Advanced Network Administrator	$ 38.00	$ 38.00	$ 38.00
Advanced Programmer Analyst (Mainframe)	$ 45.00	$ 45.00	$ 45.00
Advanced UNIX System Programmer	$ 39.00	$ 39.00	$ 39.00
Business Analyst I	$ 42.00	$ 42.00	$ 42.00
Business Analyst II	$ 52.00	$ 52.00	$ 52.00
Business Analyst III	$ 60.00	$ 60.00	$ 60.00
Data Administrator/Database Administrator	$ 63.00	$ 63.00	$ 63.00
Data Entry Support I	$26.00	$28.00	$30.00
Data Entry Support II	$34.00	$36.00	$38.00
Desktop Support	$ 26.00	$ 26.00	$ 26.00
Enterprise Architecture Research and Development Analyst/Architect	$ 65.00	$ 65.00	$ 65.00
Enterprise Content Management (ECM) Architect	$ 68.00	$ 68.00	$ 68.00
Enterprise Content Management (ECM) Programmer Analyst	$ 57.00	$ 57.00	$ 57.00

Job Classification	Year 1 Maximum Service Rate Per Hour (11/3/2008 – 11/2/2009)	Year 2 Maximum Service Rate Per Hour (11/3/2009 – 11/2/2010)	Year 3 Maximum Service Rate Per Hour (11/3/2010 – 11/2/2011)
Enterprise Content Management (ECM) Project Manager	$ 67.00	$ 67.00	$ 67.00
Enterprise Content Management (ECM) Business Analyst	$ 57.00	$ 57.00	$ 57.00
Enterprise Content Management (ECM) System Administrator	$ 45.00	$ 45.00	$ 45.00
Enterprise Content Management (ECM) Capture Administrator	$ 55.00	$ 55.00	$ 55.00
Help Desk Representative	$ 25.00	$ 25.00	$ 25.00
Network Security Specialist I	$ 50.00	$ 50.00	$ 50.00
Network Security Specialist II	$ 66.00	$ 66.00	$ 66.00
Network Specialist I	$ 38.00	$ 38.00	$ 38.00
Network Specialist II	$ 45.00	$ 45.00	$ 45.00
Programmer Analyst I (Desktop & Distributed Technologies)	$ 39.00	$ 39.00	$ 39.00
Programmer Analyst II (Desktop & Distributed Technologies)	$ 47.00	$ 47.00	$ 47.00
Programmer Analyst III (Distributed Technologies)	$ 59.00	$ 59.00	$ 59.00
Project Manager	$ 63.00	$ 63.00	$ 63.00
Senior Enterprise Systems Designer	$ 65.00	$ 65.00	$ 65.00
Solutions Architect	$ 70.00	$ 70.00	$ 70.00
System Administrator	$ 36.00	$ 36.00	$ 36.00
Systems Analyst	$ 46.00	$ 46.00	$ 46.00
Systems / Applications Architect	$ 72.00	$ 72.00	$ 72.00
WAN Project Manager	$ 47.00	$ 47.00	$ 47.00
Web Based Training (WBT) Developer	$ 48.00	$ 48.00	$ 48.00
Web Designer	$ 38.00	$ 38.00	$ 38.00

The Service Rates proposed in the Project Offer for a Staff Augmentation SOW must be equal to or less than the Maximum Service Rates in the table above. The Contractor will be compensated based on the Services Rates proposed in the Project Offer and listed in the MOU for the SOW, in lieu of the rates in the table.

The services shall be provided and invoiced on an hourly basis, as used, up to the MOU Project Price stated in the MOU. The State shall not be liable to compensate the Contractor for any services if the aggregate compensation exceeds the MOU Project Price.

If an MOU is amended to extend the Project End Date into a Contract year for which Service Rate(s) were not proposed by the Contractor in the original Project Offer, the State will compute new Service Rate(s) using the latest Service Rate(s) in the MOU but adjusted by the percentage increase, if any, between the Consumer Price Index for All Urban Consumers (CPI-U): U.S. city average, all items expenditure category, not seasonally adjusted, index base period: 1982-84=100) published by the United States Department of Labor, Bureau of Labor Statistics two months prior to the effective date of the MOU amendment and that figure published in the same month, 12-months prior, up to a maximum of four percent (4%).using the Consumer Price Index.

The new Service Rate(s) for the MOU will be the lesser of 1) the computed Service Rate(s) or 2) the Maximum Service Rate(s) for the Contract year in the table above.

(2) If the option to renew for a fourth year is exercised, for service performed from 11/3/2011, through 11/2/2012, the Year 4 Maximum Service Rates shall be based upon the Year 3 payment rates in Section C.3.b.(1) above but adjusted by the percentage increase, if any, between the Consumer Price Index for All Urban Consumers (CPI-U): U.S. city average, all items expenditure category, not seasonally adjusted, index base period: 1982-84=100) published by the United States Department of Labor, Bureau of Labor Statistics in July, 2011 and that figure published in the same month, 12-months prior, up to a maximum of four percent (4%).

(3) If the option to renew for a fifth year is exercised, for service performed from 11/3/2012, through 11/2/2013, the Year 5 Maximum Service Rates shall be based upon the Year 4 payment rates computed in Section C.3.b.(2) above but adjusted by the percentage increase, if any, between the Consumer Price Index for All Urban Consumers (CPI-U): U.S. city average, all items expenditure category, not seasonally adjusted, index base period: 1982-84=100) published by the United States Department of Labor, Bureau of Labor Statistics in July, 2012 and that figure published in the same month, 12-months prior, up to a maximum of four percent (4%).

c. The State will compensate the Contractor for Project Option work at a fixed price, as described in the SOW. The Contractor may not charge the State for any additional resources or other expenses that were not included in the original fixed-price Project Offer for the SOW.

At the State's option and depending upon the nature and length of the project in question, the State may choose to compensate the Contractor either in phases as work progresses or in a lump-sum payment at the end of the project. The State will make this determination prior to publishing the SOW and will describe the compensation methodology in the SOW.

2. Contract Attachment A is deleted in its entirety and replaced with the new Contract Attachment A attached hereto.

The revisions set forth herein shall be effective June 22, 2009. All other terms and conditions not expressly amended herein shall remain in full force and effect.

IN WITNESS WHEREOF,

COOK SYSTEMS INTERNATIONAL, INC.:

5/27/09

CONTRACTOR SIGNATURE DATE

James R Fletcher COO

PRINTED NAME AND TITLE OF CONTRACTOR SIGNATORY (above)

DEPARTMENT OF FINANCE & ADMINISTRATION:

M. D. Goetz Jr. 6-8-09

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

JOB CLASSIFICATIONS

STATE OF TENNESSEE
INFORMATION TECHNOLOGY CONTRACTOR REQUIREMENTS

Advanced Network Administrator - Responsible for the support of Local Area Network computer systems including servers on the WAN used for enterprise applications. Responsibility may include installation of hardware and software components comprising the network. Must be able to work with vendors and State support staff to quickly diagnose LAN problems and restore service to users in the event of service disruptions. Must be able to diagnose problems and incompatibilities that may occur with integrated software products and with hardware dependencies. Requires a minimum of 2 years of current experience in this job class.

Advanced Programmer Analyst (Mainframe) - Analyzes functional business applications and creates design specifications for developing programs. Develops block diagrams and logic flow charts. Translates detailed design into computer software. Tests, debugs, and refines the computer software to produce the required product. Prepares required documentation, including both program-level and user-level documentation. Enhances software to reduce operating time or improve efficiency. Primary skill set comprises COBOL, IMS DB/DC, CICS, and DB2. Secondary skill set includes all other mainframe software standards. Requires a minimum of 2 years of current experience in this job class.

Advanced UNIX System Programmer - Responsible for installation, maintenance, and support of operating systems, communications software, database packages, compilers, utility programs and related systems software. Modify existing software as well as create special-purpose software to ensure efficiency and integrity between systems and applications. Must be able to work with vendors and State support staff to quickly diagnose operating systems, communications software, database software, or utility problems and restore service to users in the event of service disruptions. Must be able to diagnose problems and incompatibilities that may occur with integrated software products and with hardware dependencies. Must be able to perform capacity planning, do performance tuning, and evaluate software products. Requires a minimum of 2 years of current experience in this job class.

Business Analyst I - Analyze and document business requirements and processes related to public sector service delivery for a single or multiple related State agencies. Formulate alternative solutions to satisfy these requirements, which may involve business process reengineering, and/or the deployment of information technology. Plan and/or conduct end user training for new applications. Prepare cost benefit analyses according to State CBA methodology. Develop and/or oversee plans for the execution of a solution from project inception to conclusion. Construct data models and activity/process models as may be required to define system functions. Provide support for the installation, testing, data conversion, implementation, and ongoing maintenance of information systems. Conduct and document the results of special studies dealing with systems and/or business process issues. Facilitate sessions to gather and document requirements and explore solutions. Superior negotiating, analytical, group facilitation, and relationship management skills. Work effectively with all levels of State staff from clerical through agency executive management. This includes skillful interviewing capability. Possess superior organizational and written/verbal communication skills. Hands-on Data Modeling and Process Modeling experience may be required for some assignments. An understanding of current information technology with an ability to conceptualize solutions to business problems in the most effective and cost-efficient manner. (*Note: Current information technology in the State's*

environment includes: 1) multi-tier (mainframe, departmental/midlevel, and desktop) computing; 2) the use of internet and intranet to facilitate service delivery; 3) electronic data interchange; 4) imaging; 5) data warehousing; and, 6) geographic information systems. The deployment of information technology must be consistent with the State's architectural framework which is based upon the philosophy that information sharing, data integration and network interoperability is the basis for effective and efficient service delivery to the citizens of Tennessee.) An ability to integrate solutions across multiple functional and technical environments is required. Requires a minimum of two years of experience in the last two years. Must hold a BA/BS degree.

Business Analyst II – Same qualifications as Business Analyst I with the exception of the following: Requires a minimum of five years of increasingly complex and responsible experience in the last five years. Must hold a BA/BS degree (advanced degree a plus).

Business Analyst III - Same qualifications as Business Analyst I with the exception of the following: Requires a minimum of ten years of increasingly complex and responsible experience in the last twelve years. Must hold a BA/BS degree (advanced degree a plus).

Data Administrator/Database Administrator - Designs and reviews database systems; evaluates and recommends changes to database systems; and implements new or revised systems to ensure accuracy, efficiency, and adherence to technical standards. Responsible for providing technical assistance to other personnel involved in computer applications development by answering questions, describing techniques, and writing procedures. Monitors database systems performance, evaluates information gathered from users and other staff and review of historical data, and recommends changes to database systems to ensure optimal performance and productivity. May act as project leader in monitoring performance of database systems, and identifies, evaluates, and makes recommendations to management concerning problems or issues in the database environment to ensure optimal performance and productivity of database systems. Responsible for the daily maintenance, tracking and documentation of production database systems including creating and scheduling database specific jobs and determining necessary actions to recover from problems or failures. Develop and enforce the Standards, Procedures, and Guidelines to establish the operational framework in which database management systems are consistently and effectively utilized. Research, identify, evaluate and select database software. Instruct users in the use of database software to enhance database system usage, facilitate problem resolution, and maximize customer service. Requires a minimum of 2 years of current experience in this job class.

Data Entry Support I – Performs data entry and related administrative work of average difficulty; keys information from forms into state IT systems; copies information from state IT systems onto appropriate state-approved forms; reviews information on all forms to ensure completeness and accuracy; contacts state and non-state personnel as appropriate to clarify information on forms; scans paper documents to create electronic images; stores electronic images in state IT systems; files and/or routes forms to appropriate state and non-state personnel according to procedures; follows established procedures to report and/or correct errors in data entered into the state IT system or on forms.
Must possess excellent typing/data keying capabilities and good verbal, written, and telephone skills; requires education equivalent to graduation from a standard high school and experience equivalent to two years of full-time clerical experience.

Data Entry Support II – Performs data entry and related administrative work of above average difficulty; keys information from forms into state IT systems; copies information from state IT systems onto appropriate state-approved forms; reviews information on all forms to ensure completeness and accuracy; contacts state and non-state personnel as appropriate to clarify information on forms; scans forms to create electronic images; stores electronic images in state IT systems; files and/or routes forms to appropriate state and non-state personnel according to procedures; follows established procedures to report and/or correct errors in data entered into the state IT system or on forms.

Must possess excellent typing/data keying capabilities and good verbal, written, and telephone skills; requires education equivalent to graduation from a standard high school and experience equivalent to four years of full-time clerical experience OR must hold a BA/BS degree.

Desktop Support - Performs desktop computer support assignments, with an emphasis on desktop computer problem resolution. Installs a variety of desktop computer hardware and software and provides technical and customer support for these products. Provides customer support to both on-site and remote users. Analyzes users' system problems and provides solutions. Works with teams of analysts, programmers, and users in application development environments. Tests and may write the technical documentation prepared for software or hardware installation. Primary skill set comprises Microsoft Office Suite and Microsoft, Novell and Unix operating systems. Secondary skill set comprises other office automation tools and the ability to identify and correct hardware malfunctions. Requires a minimum of 1 year of current experience in this job class with excellent interpersonal and communication skills, both written and oral.

Enterprise Architecture Research and Development Analyst/Architect - Responsible for performing technology research and development, enterprise software evaluations, documenting current state, future state, performing gap analysis, and creation of reference models. Must understand the Zachman framework, The Open Group Architecture Framework (TOGAF Certification a plus), and The NASCIO framework. Must be able to work with various State Agency personnel and Vendors. Must be able to think conceptually and tactically. Requires a minimum of 2 years of experience in this job class.

Enterprise Content Management (ECM) Architect – Formulates technological solutions that correctly utilize the FileNet products used by the ECM environment and provides a highly proficient working knowledge of the FileNet P8 product suite including Content Manager, Business Process Manager, Business Process Framework, eForms, Records Manager, and Email Manager. Advanced experience in business analysis, process improvement, workflow analysis and the implementation and leveraging of large workflow and document management systems. Conducts and documents the results of special studies dealing with systems and/or business process issues. Facilitates sessions to gather and document requirements and explore solutions. Translates requirements into systems specifications and all aspects of technical systems design. Provides a product evaluation from a functional, technical and business perspective. Consults with other technical areas regarding appropriate use of the document management system and integration with other line of business applications.

Superior negotiating, analytical, group facilitation, and relationship management skills. Work effectively with all levels of State staff from clerical through agency executive management. This includes skillful interviewing capability. Possess superior organizational and written/verbal communication skills. An understanding of current information technology with an ability to conceptualize solutions to business problems in the most effective and cost-efficient manner. Requires a minimum of five years of increasingly complex and responsible experience in the last five years. Must hold a BA/BS degree.

Enterprise Content Management (ECM) Programmer Analyst – Development expertise in FileNet API sets, including P8, Capture Desktop, Web Services, Java and .NET. Analyzes functional business requirements and design specifications for developing programs, and uses knowledge of software methodologies, distributed networking, databases, communications, and multiprocessing applications. Develops workflow applications using Business Process Manager to include the use of eForms. Tests, debugs, and refines the application to produce the required product. Prepares required documentation, including both program-level and user-level documentation. Enhances software to reduce operating time or improve efficiency. Requires a minimum of 2 year of current experience in this job class.

Enterprise Content Management (ECM) Project Manager – Provides competent leadership and responsible direction through successful performance of a variety of detailed, diverse elements of project management with the FileNet P8 suite of products. Directs completion of tasks within estimated time frames and budget constraints. Schedules and assigns duties to project team, comprising State technical and program staff as well as contractors from one or more firms. Enforces work standards and reviews/resolves work discrepancies to ensure compliance with project requirements. Reports in writing and orally to State management as necessary. Requires an extensive background in managing large, complex projects with outstanding interpersonal and communication skills.

Enterprise Content Management (ECM) Business Analyst – Analyze and document business requirements and processes related to the implementation of the FileNet P8 suite of products. Formulate alternative solutions to satisfy these requirements, which may involve business process reengineering, and/or the deployment of information technology. Plan and/or conduct end user training for new applications. Prepare cost benefit analyses according to State CBA methodology. Develop and/or oversee plans for the execution of a solution from project inception to conclusion. Construct data models and activity/process models as may be required to define system functions. Provide support for the installation, testing, data conversion, implementation, and ongoing maintenance of ECM systems. Conduct and document the results of special studies dealing with systems and/or business process issues. Facilitate sessions to gather and document requirements and explore solutions. Superior negotiating, analytical, group facilitation, and relationship management skills. Work effectively with all levels of State staff from clerical through agency executive management. This includes skillful interviewing capability. Possess superior organizational and written/verbal communication skills. Hands-on Data Modeling and Process Modeling experience may be required for some assignments. An understanding of current information technology with an ability to conceptualize solutions to business problems in the most effective and cost-efficient manner. An ability to integrate solutions across multiple functional and technical environments is required. Requires a minimum of two years of experience in the last two years. Must hold a BA/BS degree.

Enterprise Content Management (ECM) System Administrator – Provides installation, maintenance, technical and customer support for desktop/workstation products including Capture Professional and configuration of the scanners included in the State Contract. Provide assistance in maintaining the P8 infrastructure including Content Manager, Business Process Manager, Business Process Framework, eForms, Records Manager, and Email Manager. Schedules and performs system maintenance activities such as performance monitoring, system tuning, data storage configuration and reorganization, and system backups. Executes application and maintenance batch jobs. Defines, establishes, and enforces security access to desktop/workstation and mid-level systems and applications. In most cases, serves as primary contact with software vendors' technical support areas. Analyzes system problems, selects appropriate solutions, and implements corrective actions. Provides basic user training on user application software. As necessary, documents system support and maintenance processes and procedures. Primary skill set comprises basic familiarity with computer hardware and software installation and troubleshooting, with specific experience installing and supporting the following products: Microsoft Office Suite (Standard), Microsoft Windows, Microsoft Windows 2003 Server, Oracle Application Server, Websphere Application Server, Microsoft SQL 2003 and 2005, Microsoft Internet Explorer, NetWare, Netscape, Oracle, 3270, IBM Personal Communications/3270 Procomm Plus, Ethernet Adapter, and Token Ring Adapter. Secondary skill set comprises GroupWise, TCP/IP, and knowledge of all other Departmental/Desktop hardware and software standards. Requires a minimum of 2 years of current experience in this job class.

Enterprise Content Management (ECM) Capture Administrator – Provides installation, maintenance, technical and customer support for Capture Professional and configuration of the scanners included in the State Contract. Defines, establishes, and enforces security access to desktop/workstation and mid-level systems and applications. In most cases, serves as primary

contact with Agencies technical support areas. Analyzes system problems, selects appropriate solutions, and implements corrective actions. Provides basic user training on Capture Professional software. As necessary, documents system support and maintenance processes and procedures. Primary skill set comprises basic familiarity with computer hardware and software installation and troubleshooting, with specific experience installing and supporting the following products: Microsoft Office Suite (Standard), Microsoft Windows, Microsoft Windows 2003 Server, Database Connectivity, and Microsoft Internet Explorer, Secondary skill set comprises TCP/IP and knowledge of all other Departmental/Desktop hardware and software standards. Requires a minimum of 1 year of current experience in this job class.

Help Desk Representative - Provides support to a variety of information technology users on hardware, software, telecommunications, and application issues and problems. Function as first/second level support by receiving, recording, responding to, and following up on trouble calls. When appropriate, conduct problem determination to attempt to resolve issues and problems with the customer on the line. Must possess excellent telephone skills, good verbal and written skills, an extensive knowledge of information technology (with an emphasis on desktop devices and local and wide area networks), good analytical skills, good technical skills, good keying capability, and familiarity with common business practices and terminology. An individual working in this classification must be able to effectively deal with stress and anxiety. Requires a minimum of 3 years of current experience in this job class.

Network Security Specialist I - Consults with customers to define user and system security requirements; designs solutions based on customer requirements; coordinates work required to complete network security installations. Installs and monitors network security software and hardware to provide network security services, including network security monitoring, firewall and intrusion detection probe management, and related activities. Performs tasks to analyze anomalies reported by security hardware/software systems, confers with senior staff on corrective measures, completes corrective actions, and monitors changes to ensure network security problems are corrected. Provides first-level support for security hardware/software fault management and problem resolution. Makes appropriate changes to network security configurations and/or works directly with the service providers to correct network security problems. Monitors the network for security breaches, implements changes to stop breaches that are in progress, documents findings, and works with the security incident response teams to investigate breaches on the wide area network. Requires a minimum of two (2) years experience in network security administration, including firewall and intrusion detection support.

Network Security Specialist II - Installs and monitors the most complex installations of network security software and hardware to provide LAN, MAN, WAN, and Data Center security services, including network security monitoring, security hardware/software management, firewall rule management, and related activities. Provides senior level security support in diagnosis and identifying corrective actions to address network security hardware/software problems, monitors staff activities to correct problems, and monitors changes to ensure network security problems are corrected. Provides senior-level support for Data Center systems deployment, security fault management and problem resolution. Makes appropriate changes to network security hardware/software configurations and/or works directly with the service providers to correct network security problems. Requires a minimum of five (5) years senior level experience in network security administration, including firewall, VPN, and intrusion detection support. Experience must include firewall support for Cisco PIX and Checkpoint.

Network Specialist I - Installs and monitors network software and hardware to provide LAN, MAN, WAN or Data Center network services, including network monitoring, network tuning, router management, switch management, and related activities. Performs tasks to analyze anomalies reported by hardware/software systems, confers with senior staff on corrective measures, completes corrective actions, and monitors changes to ensure network problems are corrected. Provides reactive and proactive changes to network hardware and software components to ensure that user requirements are met and that the network is performing at optimum levels

(changes include router/switch configurations, access lists, routing tables, etc.) Provides second-level support for fault management and problem resolution. Makes appropriate changes to network configurations and/or works directly with the service providers to correct network problems. Requires a minimum of two (2) years experience in WAN, LAN, or Data Center network administration.

Network Specialist II - Installs and monitors the most complex installations of network software and hardware to provide LAN, MAN, WAN, and Data Center network services, including network monitoring, network tuning, router management, switch management, load balancer management, SSL management, IP address management, and related activities. Provides reactive and proactive changes to network hardware and software components to ensure that user requirements are met and that the network is performing at optimum levels (changes include router, switch, load balancer or SSL configurations, access lists, routing tables, etc.). Provides senior-level support for Data Center systems deployment, fault management and problem resolution in the most complex Data Center network environments supporting multiple VLANs and multiple servers. Makes appropriate changes to network configurations and/or works directly with the service providers to correct network problems. Provides senior level support for LAN, MAN, WAN, and Data Center design, management and monitoring. Requires a minimum of five (5) years senior level experience in LAN, MAN, WAN, and Data Center administration that includes a broad range of experience in networking support and a detailed understanding of network hardware and routing protocols.

Programmer Analyst I (Desktop & Distributed Technologies) - Analyzes functional business requirements and design specifications for developing programs for desktop and distributed environments which includes personal computers, client server environments, and browser-based or n-tier environments. Translates detailed design into computer software. Tests, debugs, and refines the computer software to produce the required product. Prepares required documentation, including both program-level and user-level documentation. Enhances software to reduce operating time or improve efficiency. Primary skill sets include knowledge of SOLARIS and Windows operating systems; Oracle and Microsoft SQL Server databases; Microsoft Visual Studio .NET and Oracle Internet Development tools; Visual Basic, Java, and .NET programming languages; Visual Basic Script, JavaScript, JSPs, EJBs, XML, and HTML. Secondary skill sets include knowledge of Microsoft's Internet Information Server (IIS), Secure Socket Layers (SSL) to provide the functionality of encryption and decryption of data; Object Oriented and UML methodologies; knowledge of other State software standards for desktop and distributed systems. Requires a minimum of 1 year of current experience in this job class.

Programmer Analyst II (Desktop & Distributed Technologies) – Defines and analyzes functional business requirements for designing and developing programs for desktop and distributed environments which includes personal computers, client server environments, and browser-based or n-tier environments. Develops design specifications and/or translates detailed design specs into computer software. Tests, debugs, and refines the computer software to produce the required product. Prepares required documentation, including both program-level and user-level documentation. Troubleshoots and enhances software to reduce operating time or improve efficiency. Primary skill sets include knowledge of SOLARIS and Windows operating systems; Oracle and Microsoft SQL Server databases; Microsoft Visual Studio .NET and Oracle Internet Development tools and Oracle Application Server; J2EE and .NET architectural frameworks; Visual Basic, Java, and .NET programming languages; Visual Basic Script, JavaScript, JSPs, EJBs, XML, and HTML. Secondary skill sets include knowledge of Microsoft's Internet Information Server (IIS), Secure Socket Layers (SSL) to provide the functionality of encryption and decryption of data; Object Oriented and UML methodologies; knowledge of other State software standards for desktop and distributed systems. Requires a minimum of 2 year of current experience in this job class.

Programmer Analyst III (Distributed Technologies) – Provides senior technical leadership, guidance, and support in the design, development, and deployment of complex applications in distributed computing environments. Architects applications considering the business and

technical requirements necessary to satisfy the project/program objectives. Coordinates with other architectural and technical infrastructure staffs for providing input into technical decisions affecting specific projects as well as the State's enterprise distributive computing environment. Uses current application architecture design and development concepts, methodologies, and tools resulting in quality, stable, and maintainable computer software. Tests, debugs, and refines the computer software to produce the required product. Prepares required documentation, including both program-level and user-level documentation. Troubleshoots and enhances software to reduce operating time or improve efficiency. Primary skill sets include knowledge of SOLARIS and Windows operating systems; Oracle and Microsoft SQL Server databases; Microsoft Visual Studio .NET and Oracle Internet Development tools and Oracle Application Server; J2EE and .NET architectural frameworks; Visual Basic, Java, and .NET programming languages; Visual Basic Script, JavaScript, JSPs, EJBs, XML, and HTML. Secondary skill sets include knowledge of Microsoft's Internet Information Server (IIS), Secure Socket Layers (SSL) to provide the functionality of encryption and decryption of data; Object Oriented and UML methodologies; knowledge of other State software standards for desktop and distributed systems. Requires a minimum of 3 year of current experience in this job class.

Project Manager - Provides competent leadership and responsible direction through successful performance of a variety of detailed, diverse elements of project management. Directs completion of tasks within estimated time frames and budget constraints. Schedules and assigns duties to project team, comprising State technical and program staff as well as contractors from one or more firms. Enforces work standards and reviews/resolves work discrepancies to ensure compliance with project requirements. Reports in writing and orally to State management as necessary. Requires an extensive background in managing large, complex projects with outstanding interpersonal and communication skills.

Senior Enterprise Systems Designer - Designs the data center infrastructure relating to enterprise service delivery. This could include networks (routers, switches, connectivity, and wiring), IP address configuration and management, firewalls, servers (e.g. Unix, Sun Solaris, Microsoft Windows, and NetWare), SAN, tape backup systems, disk to disk archival systems, and data bases such as SQL and Oracle. The person would need to gather requirements, design and create an implementation plan around the requested technology or solution. This senior level person must have excellent written and verbal communication skills, have IT project management experience and be able to work directly with multiple levels of staff and management. Taking initiative, having an enterprise view and being results focus are expected. Experience of 5 to 10 years in network or data center design would be preferred.

Solutions Architect - Leadership role that will be accountable for architecting and designing comprehensive solutions that meet the State of Tennessee's business requirements on high-impact projects. Partners with key roles (e.g. project managers, business analysts, etc.) to create well-defined solutions that are aligned to the State's IT Strategy and leverages common solutions and services, to meet key project goals. Within the solution development lifecycle, this role will be responsible for solution evaluation and selection, buy vs. build decisions, early-phase project estimates which contribute to the business case, and high level design. This role will provide guidance and architectural oversight during the detailed design, build, test and deploy phases. Requires a minimum of 5 years of current experience in this job class with excellent interpersonal and communication skills.

System Administrator - Provides installation, maintenance, technical and customer support for desktop/workstation and mid-level (including LAN and WAN network application and client server) systems and related software. Installs, configures, and supports system and user application software and provides upgrades of this software. Identifies peripherals to the systems and performs maintenance on these devices. Schedules and performs system maintenance activities such as performance monitoring, system tuning, data storage configuration and reorganization, and system backups. Executes application and maintenance batch jobs. Defines, establishes, and enforces security access to desktop/workstation and mid-level systems and applications. In

most cases, serves as primary contact with software vendors' technical support areas. Analyzes system problems, selects appropriate solutions, and implements corrective actions. Provides basic user training on user application software. As necessary, documents system support and maintenance processes and procedures. Primary skill set comprises basic familiarity with computer hardware and software installation and troubleshooting, with specific experience installing and supporting the following products: UNIX, Sun Solaris, Microsoft Office Suite (Standard), Microsoft Windows, Microsoft Windows NT Server, Microsoft Internet Explorer, NetWare, Netscape, Oracle, 3270, IBM Personal Communications/3270 Procomm Plus, Ethernet Adapter, and Token Ring Adapter. Secondary skill set comprises GroupWise, TCP/IP, and knowledge of all other Departmental/Desktop hardware and software standards. Requires a minimum of 1 year of current experience in this job class.

Systems Analyst - Analyzes and documents requirements for information systems. Develops and/or oversees plans for automated data processing systems from project inception to conclusion. Constructs data models and activity/process models as may be required to define system functions. Coordinates closely with programmers to ensure proper implementation of program and system specifications. Develops, in conjunction with functional users, system alternative solutions. Provides support for the installation, testing, implementation, and ongoing maintenance of information systems. Conducts and documents the results of special studies dealing with systems and/or business process issues. Requires a minimum of 3 years of current experience in this job class with excellent interpersonal and communication skills.

Systems / Applications Architect – High-level designer of a system to be implemented. Establishes the basic structure of the system, defining the core design features that are hard to change later. Provides the vision for where the system needs to go and strive to maintain its integrity as it evolves. Provides continuity in all major application solution decisions. Responsibilities include: defining the application architecture, resolving high-level functional issues, coaching the Application Engineer team in the development of the application solution on a Package Integration project, and guiding the Functional Specialist team in the development of the packaged application solution. Requires a minimum of 3 years of current experience in this job class.

WAN Project Manager – Responsible for complex wide area network (WAN) project management and technical work involving the analysis of network requirements, network design, and WAN solution performance monitoring. Provides senior level support for identifying end user business requirements; designing technical solutions to meet those requirements; developing project proposals, costs benefit analyses, and cost models for the project; managing projects to implement solutions; and providing senior level technical support for project deployment and on-going operations. Coordinates communication on projects, including written status reports, oral briefings, and technical or management meetings. Requires a minimum of five (5) years experience in WAN administration, including three (3) years experience managing WAN technology projects.

Web Based Training (WBT) Developer – The WBT Developer must have 5 or more years experience developing computer based training (CBT) and web based training (WBT). The developer must use Instructional Design principles to develop the course. The developer must program the interactive training using software from Adobe and Macromedia, including Authorware, DreamWeaver, Flash, Captivate, and Photoshop or TechSmith's Camtasia Studio. The developer must be able to implement the WBT using Oracle iLearning or other Learning Management Software (LMS). SCORM and AICC compliance experience is preferred. This WBT Developer position is a one-person development effort – including design, programming, graphic creation, and implementation.

Web Designer - Develops layout of HTML/Javascript based User Interfaces. Develops graphic elements for use in HTML/Javascript based interfaces. Develops client side Javascript for use in front end user interfaces. Required skills include: Experience with UI design and information architecture principles, and testing. Experience with cross-browser web development using web

standards (XHTML, CSS, Javascript/ECMAScript, DOM, XML). Experience with creation of graphic elements using state standard tools. Familiarity with Section 508 accessibility standards for web user interfaces. Experience with cross-browser Javascript development and the W3C DOM level 1 and level 2. Experience with Macromedia Flash & Actionscript development. Experience with XML and dynamic XML processing in Javascript (XMLHttpRequest object). Requires a minimum of 2 years of current experience in this job class.

NOTE: The above skill sets are not intended to be all-inclusive for individual assignments. It will not be unusual for a Statement of Work (SOW) to require specific experience within these definitions and the State's overall Technical Architecture. For example a SOW may require an analyst or programmer with specific experience on accounting applications; or another may require an analyst who has specific experience in writing User Manuals; still another may require a project manager who has led teams involved in welfare systems activities; and so forth.

EDISON CONT. # 3756

CONTRACT SUMMARY SHEET

021908

RFS #	Contract #
317. 03 — 189 — 09	FA-09-26528-00
State Agency	**State Agency Division**
Finance and Administration	Office for Information Resources (OIR) Travis Johnson – 741-5727
Contractor Name	**Contractor ID # (FEIN or SSN)**
Cook Systems International, Inc.	☐ C- or ☒ V- 62-1564079

Service Description

Multiple source-of-supply award. One of five (5) vendors providing Information Technology Professional (ITPro) Services.

Contract Begin Date	Contract End Date	SUBRECIPIENT or VENDOR?	CFDA #
November 3, 2008	November 2, 2011	VENDOR	

Mark Each TRUE Statement

☐ Contractor is on STARS

☐ Contractor's Form W-9 is on file in Accounts

Allotment Code	Cost Center	Object Code	Fund	Funding Grant Code	Funding Subgrant Code
317.03	16C	082	12		

FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
2009			$1,650,000.00		$1,650,000.00
2010			$1,650,000.00		$1,650,000.00
2011			$1,400,000.00		$1,400,000.00
2012			$300,000.00		$300,000.00
TOTAL			$5,000,000.00		$5,000,000.00

COMPLETE FOR AMENDMENTS ONLY

FY	Base Contract & Prior Amendments	THIS Amendment ONLY
TOTAL		
End Date		

RECEIVED 2008 NOV 10 AM 11:29 CONTROL MANAGEMENT

State Agency Fiscal Contact & Telephone #

Maureen Abbey – 741-6070

State Agency Budget Officer Approval

Maureen Abbey

Funding Certification (certification required by T.C.A. § 9-4-5113, that there is a balance in the appropriation from which the obligated expenditure is required to be paid that is not otherwise encumbered to pay obligations previously incurred)

Contractor Ownership (complete for ALL base contracts – N/A to amendments or delegated authorities)

☐ African American ☐ Person w/ Disability ☐ Hispanic ☐ Small Business ☐ Government

☐ Asian ☐ Female ☐ Native American ☒ NOT Minority/Disadvantaged ☐ Other

Contractor Selection Method (complete for ALL base contracts – N/A to amendments or delegated authorities)

☒ RFP ☐ Competitive Negotiation * ☐ Alternative Competitive Method *

☐ Non-Competitive Negotiation * ☐ Negotiation w/ Government (ID, GG, GU) ☐ Other *

*** Procurement Process Summary** (complete for selection by Non-Competitive Negotiation, Competitive Negotiation, OR Alternative Method)

CONTRACT
BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF FINANCE AND ADMINISTRATION
AND
COOK SYSTEMS INTERNATIONAL, INC.

This Contract, by and between the State of Tennessee, Department of Finance and Administration, hereinafter referred to as the "State" and Cook Systems International, Inc., hereinafter referred to as the "Contractor," is for the provision of Information Technology Professional Services, as further defined in the "SCOPE OF SERVICES."

The Contractor is A FOR-PROFIT CORPORATION.
Contractor Federal Employer Identification or Social Security Number: 62-1564079
Contractor Place of Incorporation or Organization: Tennessee

A. SCOPE OF SERVICES:

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

A.2. Summary of Services.

A.2.a. The State shall have two options for obtaining Information Technology (IT) professional services (ITPRO) through this Contract: (1) Staff Augmentation Option; and (2) Project Option. In each case, vendors will respond to a Statement of Work (SOW), which describes the services the State is seeking. The SOW process will be competitive and will result in an award to the successful Contractor to provide either Staff Augmentation personnel or one or more individuals to accomplish a project, depending on the option chosen. The State and the Contractor will then enter into a Memorandum of Understanding (MOU) agreement, which will bind the Contractor to the terms of the SOW, MOU, and this Contract.

A.2.b. Some of the Contract provisions associated with the SOW/MOU process will be the same regardless of whether the services procured are Staff Augmentation or Project services. Such provisions are described below in Contract Section A.3.

A.2.c. Other Contract provisions are specific to one of the two options. The provisions pertaining to each option are described below in Contract Sections A.4 and A.5.

A.3. General ITPRO Service Provisions.

A.3.a. Contractor Account Managers. The Contractor shall assign, at its own expense, one or more Account Manager(s), to service the State's needs under this Contract. The Account Manager shall:

i. monitor the assignment of tasks to Contractor personnel;

ii. track performance and progress of the Contractor personnel toward the completion of the assigned tasks;

iii. monitor the quality of services delivered;

iv. address any personnel issues that arise with regard to their Contractor personnel; and

v. be responsible for Contractor Personnel Time/Invoicing as described in Contract Sections A.4.i, A.4.j, and A.5.h below.

In the event that the State identifies problems with the services provided by Contractor personnel, the State shall make the Contractor Account Manager aware of the problems. The Contractor shall then act promptly to resolve the problems. If the State determines that the removal of Contractor personnel is in the best interest of the project, the Contractor Account Manager shall terminate the Contractor personnel from the State assignment and, if requested by the State, shall provide a replacement.

The Contractor agrees to maintain an adequate proportion of Account Manager(s) to assigned Contractor personnel to ensure the efficient performance of the Contract requirements.

A.3.b. State Provision of Office Space and Materials. Commensurate with the needs of a given project, the State will provide Contractor consultants with office and meeting space, access to telephones, printers, and copiers, and connections to the Internet and/or State network. The State shall be the sole determinant with regard to facilities, supplies, access, and connections required for any given project.

For the Staff Augmentation Option, the State will provide Contractor consultants with personal computing devices (desktop, laptop, etc.), server access as required, and licenses for software installed on the personal computing devices and servers.

For the Project Option, the State will **not** provide Contractor consultants with personal computing devices (desktop, laptop, etc.), servers, or software licenses **unless such hardware and/or software licenses are specifically listed in the SOW**.

A.3.c. Contract Not Unique. The Contractor understands and agrees that the State has executed and may execute contracts with other parties for services the same as or similar to those described herein.

A.3.d. State Not Obliged to Use Contractor's Services. The purpose of this Contract is to establish potential sources of supply for Information Technology Professional Services personnel. However, due to the dynamic nature of projects within State government, the State cannot predict the numbers of Contractor personnel that will be required under this Contract. Therefore, the State makes no guarantees, either stated or implied, about the demand for resources provided through this procurement. The State is not obligated to use any of the Contractor's personnel. Throughout the term of the Contract, the State retains full control and flexibility with regard to the types, quantities, and timing of Contractor personnel usage.

As owner of this Contract, the State's Department of Finance and Administration (F&A) shall make the final determination with regard to which Job Classifications may be assigned to State agencies. If it is deemed to be in the State's best interest, certain Job Classifications shall be restricted to F&A assignments only. In such cases, the State will notify the Contractor in writing. F&A shall also be the final determinant with regard to whether services the same as or similar to those described herein shall be provided by employees of the State of Tennessee, rather than by Contractor personnel.

A.3.e. Memorandum of Understanding – General Instructions.

After the State has selected the candidate(s) for the Staff Augmentation Option or determined the award for the Project Option, the State will develop a Memorandum of Understanding (MOU) binding the Contractor to the terms of the Contract. Prior to Contractor personnel beginning their assignments with the State, the requesting agency MOU signatory, the agency's financial officer, the Office for Information Resources (OIR), and the Contractor jointly must sign the MOU. A fully executed MOU, containing all of the above signatures, authorizes the Contractor to provide the requested services. The State shall not be liable to pay the Contractor for any work performed prior to the Contractor's receipt of a fully executed MOU.

In the case of the Staff Augmentation Option, the Contractor must also be in receipt of an approved Multitrak Resource Action Request (RAR) form (See Contract Attachment E) prior to the Contractor personnel beginning work. It is the Contractor's responsibility to verify the RAR has been created by the requesting agency and is approved. The State shall not be liable to pay the Contractor for any work performed prior to the Contractor's receipt of an approved RAR form. The State reserves the right to replace the RAR form with another form for the same purposes at any time during the term of the Contract. The stipulations set forth in this paragraph for the RAR form will apply to any such replacement form.

The MOU will fix the maximum amount of money to be paid in compensation for the services requested on a particular SOW (the "MOU Project Price"). This amount cannot be exceeded without an MOU amendment. Such an amendment, if deemed necessary by the State, will increase the maximum potential compensation due the Contractor for the work in question, and possibly extend the SOW

Project End Date. The Amendment will require the same signatures as the original MOU. In some cases, and at the State's sole discretion, e-mails from signatories shall suffice as approval of MOU amendments.

Project Option SOWs will result in fixed-price MOUs, and this price shall cover **all** costs, including, but not limited to, manpower and travel, required to complete the services and deliverables in the project as specified. The MOU Project Price for a Project Option MOU can only be increased by amendment, and the total increase, whether increased by a single amendment or multiple amendments, cannot exceed fifteen percent (15%) of the original MOU Project Price. Regardless of the foregoing, the MOU Project Price for a Project Option SOW **must always be less than** two hundred fifty thousand dollars ($250,000.00). At the State's option, the end date of the project may be extended by amendment.

See Contract Attachment D for a draft of the Staff Augmentation MOU document. See Contract Attachment I for a draft of the Project Option MOU document. The State reserves the right to modify the format of these documents at any time during the term of the Contract.

A.3.f. Continuity of Project Personnel.

The State encourages the Contractor to maintain continuity of personnel on projects assigned pursuant to an MOU. Continuity of personnel promotes efficiency in the performance of the SOW.

A.3.g. Restrictions on Responding to Future RFPs. In some cases, the Contractor personnel provided under this contract will assist in the preparation of future State RFPs. The State prohibits any Contractor from submitting proposals in response to any RFP that it has, through its employees, assisted in developing. On similar contracts in the past, Contractors have refused to respond to Statements of Work in order to submit proposals on potentially more lucrative future RFPs. This is not acceptable.

Under this procurement, Contractors will not be allowed to selectively refuse to respond to an SOW based on the possibility that an RFP may result from that SOW. If the State detects such behavior, the State will terminate or restrict the Contract of the Contractor involved.

Note, however, that this section in no way prevents the Contractor from responding to any RFP not associated with an ITPRO Statement of Work.

A.3.h. Miscellaneous Policies and Procedures.

A.3.h.i. Parking. The State will not provide parking for Contractor personnel.

A.3.h.ii. State Clinic. Contractor personnel do not have access to the State clinic.

A.3.h.iii. State Vehicles. Contractor personnel may not reserve and/or operate State vehicles.

A.3.i. Solicitation of State Employees Prohibited. The Contractor shall not solicit State employees in State facilities or during State work hours for the purpose of employment. For the purposes of this paragraph, "State work hours" are defined as 8:00 a.m. to 5:00 p.m., CT, Monday through Friday, including flextime and overtime, but excluding State holidays.

A.3.j. State Employment of Contractor Personnel. The State reserves the right to offer employment to Contractor personnel at any point during the personnel's assignment with the State.

A.3.k. Wireless Phones, Blackberries, and Pagers. If the State deems it necessary to the effective performance of Contractor personnel's assignments, the State will provide wireless phones, Blackberries, or pagers to the personnel, at the State's expense. This expense must be supported and justified by the Contractor personnel's State project coordinator. The State project coordinator will be required to sign all State billing invoices for wireless phone, Blackberry, or pager expenses prior to payment. Contractor personnel shall use such equipment only for State-assignment-related activities and may be required to reimburse the State for unauthorized usage.

The State will not reimburse the Contractor or Contractor personnel for wireless phones, Blackberries, pagers, or other such devices that are not provided by the State.

A.3.l. Acceptable Use Policy/User Agreement Acknowledgement. Contractor personnel that use, or have access to, State computer resources will be required to review the Acceptable Use Policy, Network Access Rights and Obligations and sign the User Agreement Acknowledgement form as required of the State's own employees (See Contract Attachment F), and any other forms that shall be required by the State to ensure the security and ethical use of the State's computer resources.

A.3.m. Information Security Compliance. Contractor warrants to the State that it will cooperate with the State in the course of performance of the Contract so that both parties will be in compliance with State of Tennessee's Enterprise Security Policies requirements and any other state and federal computer security regulations including cooperation and coordination with the State's Office for Information Resources Security Management Team and other compliance officers required by its regulations. The Enterprise Security Policies can be found on the State's public website at:

http://www.state.tn.us/finance/oir/security/secpolicy.html

The Contractor will sign any documents that are reasonably necessary to keep the Contractor in compliance with the State of Tennessee Computer Security Policies. Contractor staff may be required to undergo background checks at the Contractor's expense.

A.3.n. Additional Policies and Procedures. The State will promulgate additional policies and procedures, forms, manual or electronic, to govern requests for ITPro services as needed, throughout the life of the Contract resulting from this RFP.

The State also reserves the right to amend existing policies and procedures and to change the format and content of the SOW and MOU, if such is deemed to be in the best interest of the project or task in question.

A.3.o. State's Technical Architecture. Contractor personnel shall provide all services requested through this Contract within the context of the technical environment described by the State's Technical Architecture, herein incorporated as Contract Attachment G. The State reserves the right to amend the Technical Architecture throughout the term of the Contract.

A.3.p. Required usage of State online system(s).

For the Staff Augmentation Option, the Contractor will be required to utilize the State's then-current online system to handle SOWs and the Contractor's employees will be required to track their time using the State's then-current online system.

The Contractor will perform a manual process and/or use the State's then-current online system for Project Option SOWs as required by the State. There will be no time tracking of Contractor employees since the Project Option is a fixed-price bid.

The Contractor will be responsible for all costs associated with setting up and upgrading their technical environment to use the State's current or future online systems for the life of the Contract. The State will provide limited training to enable the Contractor to utilize the system(s).

A.3.q. Contractor Consultant Performance and Replacement.

A.3.q.i. The State shall be the sole judge of the quality of services provided and the project progress achieved by the Contractor's consultants. The Contractor agrees to remove and replace at the Contractor's expense, consultants whom the State judges to be incompetent, careless, unsuitable or otherwise objectionable, or whose continued use is deemed contrary to the best interests of the State or deemed not to make substantial contributions to the project. The Contractor agrees not to charge the State for services performed which the State designates as being unacceptable.

This provision will not be deemed to give the State the right to require the Contractor to terminate any Contractor employee's employment. Rather, this provision is intended to give the State only the

right to require that the Contractor discontinue using an employee in the performance of services for the State.

A.3.q.ii. At the State's request, the Contractor will replace an individual that has voluntarily withdrawn or that the Contractor has voluntarily removed from State assignment. Any requirement for such replacement will be at the State's sole discretion; the State is not obligated to accept replacement of removed or withdrawn consultants. The State will compensate the Contractor for acceptable services that were completed by the consultant prior to the consultant's voluntary withdrawal or removal.

A.3.q.iii. If the State requests a replacement as described in Contract Sections A.3.q.i. and A.3.q.ii., the Contractor will replace the consultant with a consultant of equal or greater qualifications as the replaced or removed consultant. The Contractor will be compensated for the replacement consultant at the rate established for the original consultant.

A.3.q.iv. The termination of an individual consultant's assignment will not necessarily result in the termination of the MOU related to that consultant.

A.3.r. Contractor Performance Measures. The success of this multiple-source procurement mechanism depends upon the Contractor responding to every Staff Augmentation and Project Option SOW and providing resumes for every Job Classification in the Staff Augmentation SOWs. The State recognizes that there may be occasions when the Contractor may not be able to respond or provide one or more of the requested Job Classifications. Therefore, the State will apply the following provisions to measure Contractor performance:

A.3.r.i. Failure of the Contractor to achieve an acceptable number of placements shall be grounds for termination or restriction of the Contractor's Contract. The State will maintain a running count of the total number of filled Staff Augmentation or Project Option awards ("placements"). When this number reaches twenty-five (25), the State will measure placement performance of each Contractor against this number. If any Contractor fails to obtain at least two (2) placements out of the twenty-five (25), filled Staff Augmentation positions or Project Option awards, then at the State's option, the Contractor is subject to having its Contract terminated or restricted as described in A.3.r.iii and A.3.r.iv below.

After each evaluation is complete, the State will reset the placement counter to zero (0). The placement count will begin again, and the next evaluation will take place when the next twenty-five (25) placements have occurred.

A.3.r.ii At any time during the term of the Contract, but no more often than every three (3) months, the State, at its option, will count, by individual Job Classification, 1) the number of candidates requested by the State in Staff Augmentation SOWs released in the last six (6) months and 2) the number of candidates proposed by the Contractor for these SOWs. The State will calculate the Contractor's "Candidates Proposed Percentage" for each individual Job Classification using these counts.

Failure of the Contractor to achieve a "Candidates Proposed Percentage" of at least fifty percent (50%) on at least fifty percent (50%) of the Job Classifications for which a Staff Augmentation SOW was released in the last six (6) months shall, at the State's option, be grounds for termination or restriction of that Contractor's Contract as described in A.3.r.iii and A.3.r.iv below.

See the table below for an example of how the performance measure in Section A.3.r.ii will work in practice (this is only an example). Assume the number of the candidates requested via SOW during the previous six-month period is as indicated in the second column; and that companies A, B, and C responded with the number of viable candidates listed in the last three columns. The check marks in these columns by each number indicate that the Company was responsive to at least 50% of the candidates sought for that Job Classification. A check in the final row of the table indicates that that company provided at least 50% of the required number of candidates on at least 50% of the Job Classifications requested in the previous six-month period. Therefore, in this example, Companies

A and C are compliant with the performance measures; Company B is out of compliance and would, at the State's discretion, be subject to having its Contract terminated or restricted.

Job Classification	Number of Candidates Requested Via SOWs	Company A Candidates Provided	Company B Candidates Provided	Company C Candidates Provided
Business Analyst II	5	3 √	2	5 √
Business Analyst III	7	3	3	4 √
Data Administrator/Database Administrator	3	3 √	2 √	3 √
Enterprise Content Management (EMC) Programmer Analyst	4	2 √	1	0
Network Specialist I	1	0	1 √	0
Programmer Analyst III (Distributed Technologies)	1	1 √	0	0
Total Number of Job Classifications = 6		4 out of 6 √	2 out of 6	3 out of 6 √

IMPORTANT NOTE: For any Job Classification on a given SOW, regardless of the total number of candidates a Contractor proposes, the Contractor will receive no more credit than the number of positions that the State is seeking to fill on that SOW. In the example above, the State sought five (5) Business Analyst II candidates during the previous six-month period. Assume further that there was only one SOW in this case, with five positions to be filled. If Company C had submitted seven (7) viable candidates on this SOW, Company C would only get credit for the number of candidates the State sought, which is five (5) candidates.

A.3.r.iii. If the Contractor fails to comply with the performance standards in Contract Section A.3.r.i. and/or Contract Section A.3.r.ii. above, and the Contractor is not providing services pursuant to any MOU at the time of non-compliance, the State may, at its option, terminate the Contract.

A.3.r.iv. In the event the Contractor fails to comply with the performance standards in Contract Section A.3.r.i and/or Contract Section A.3.r.ii. above, and if the Contractor is providing services pursuant to one or more MOU(s) at the time of non-compliance, the State may, at its option, restrict the Contract and the Contractor shall not be allowed to participate in any future SOWs. The remainder of the Contract stipulations shall remain in effect to the extent necessary to allow the Contractor to complete the provision of services pursuant to the MOU(s).

A.4. Staff Augmentation Option.

A.4.a. Under the Staff Augmentation Option, at the State's request, the Contractor will provide to the State the services of the classifications of personnel listed in Contract Section C.3, below (collectively, "personnel"). These Job Classifications are further defined, with regard to minimum qualifications, in Contract Attachment A. In many cases, the Job Classification descriptions will indicate the technical expertise that will be expected of Contractor personnel. However, to fit the needs of a particular project, the State may modify the technical expertise requirements of any Job Classification to include other technologies listed in the State Technical Architecture (See Contract Attachment G). Note that the State reserves the right to amend this architecture throughout the term of the Contract.

A.4.b. The specific roles and responsibilities of Contractor personnel shall be as defined in the Contract, RFP, and future SOWs; provided, however, that the State reserves the right to amend these roles and responsibilities, as needed, to others within the required ITPRO skill sets, if this is deemed to be in the best interest of the State. Any such amendment must fall within the scope, intent, and purpose of the original SOW.

A.4.c. In most cases, Contractor personnel shall be based and shall perform their work at State-operated, maintained, and managed facilities. The State reserves the right to request on-site or off-site work, whichever is deemed to be in the best interest of the project. State project coordinators shall make task assignments to the Contractor personnel, which shall be monitored and tracked by "Contractor Account Managers," as described above in Contract Section A.3.a.

A.4.c.i. Contractor personnel work schedules are based on a standard 37.50 workweek, which is further defined as five (5) seven and one-half (7.5) hour workdays. From time-to-time, overtime may be required. Overtime is limited to cases of extreme necessity and must be approved prior to working. Prior approval is obtained via a written approved request from the State agency to the Commissioner of Finance and Administration. A Contractor will not be compensated for overtime hours worked without prior approval and then only at payment rates submitted in response to the related SOW and meeting terms of Contract Section A.4.f.ii.(2).

A.4.c.ii. The State may also request that Contractor personnel travel away from the official station of Nashville, Tennessee to perform project-related tasks. In such cases, the State will request the travel in advance, in writing, and will compensate the Contractor in accordance with State of Tennessee Comprehensive Travel Regulations, as amended from time to time. These regulations may be viewed on the State's website at http://www.state.tn.us/finance/act/policy.html.

A.4.d. The State will request Contractor personnel as needed, in accordance with this contract or provisions herein. The Contractor agrees to make its best effort to provide Contractor personnel in the quantities requested by the State. The State will evaluate the qualifications of all individuals proposed, and will request resumes, references, and/or face-to-face interviews to aid in this evaluation. The State reserves the right, throughout the life of this Contract, to refuse any individual proposed by the Contractor for a given position.

A.4.e. Contractor personnel must meet the qualifications specified in the Contract Attachment A, the SOW, and this Scope of Services. However, the State may waive any qualification related to the ITPRO services skill sets, if it deems this to be necessary and in the State's best interest, in order to acquire uniquely skilled Contractor personnel.

A.4.f. SOW Process - Staff Augmentation Option.

A.4.f.i. Statement of Work.

The State will provide the Contractor with a Statement of Work (SOW) describing the required Information Technology Professional (ITPro) services. The SOW will be provided in electronic format, using the State's then-current online system or other means as stipulated by the State.

The SOW will be numbered to facilitate tracking and will include the following: a description of the requested work, the numbers of Contractor personnel by skill set (Job Classification), and Project Begin and End Dates. It should also be noted that many of these SOWs will be for timeframes shorter than one year, with projects of a few months not being uncommon.

See Contract Attachment B for a draft of the Staff Augmentation SOW document. The State reserves the right to modify the format of this document at any time during the term of the Contract.

The Contractor will respond to the SOW with a Project Offer which shall include the resumes and references for candidates that meet the requirements.

For any given SOW, the Contractor shall not provide resumes, references, or set up interviews, phone or otherwise, for any of its candidates prior to submitting a formal Project Offer for that SOW.

A.4.f.ii. Submission of Project Offer and Contractor Personnel Resumes.

Each SOW will specify the deadline for the Contractor to respond to the State's request. This time frame will be no less than six (6) business days, but it may be more at the State's discretion. Within the specified time frame--measured from the date the SOW was distributed--the Contractor must respond, using the State's then-current online system(s) or other means as stipulated by the State, either affirming or denying its ability to provide the Contractor personnel in the required project time frame. During this response period, if necessary, the Contractor may seek clarifications of the work involved.

The State expects the Contractor to respond fully to each SOW, with candidate(s) for all open position(s) listed on the SOW. This is the minimum requirement. The Contractor is encouraged to supply as many individuals as possible for each position, regardless of the number the State has requested in the SOW. The State is not limited, in terms of number of assignments offered, to the number of positions originally requested in the SOW and may offer more assignments, as business needs dictate.

If the Contractor is unable to provide the personnel requested, the Contractor must record this fact in the appropriate way, using the State's then-current online system(s) or other means as stipulated by the State.

Otherwise, if the Contractor is capable of providing the requested Contractor personnel, it will submit a "Project Offer," which will include the following items:

(1) Basic candidate information: Name, Social Security Number, and Date of Availability of the candidate.

(2) Service Rate Per Hour for each resume submitted.

Service Rates may not exceed the Service Rates in Contract Section C.3.b. However, the Service Rates may be less, depending on the State's requirements, nature of the job market, and candidate's abilities. The Service Rates stated in the Project Offer, provided that they are equal to or less than the Service Rates in Contract Section C.3.b., will apply to the SOW/MOU in question and will be used in lieu of the Service Rates stated in Contract Section C.3.b.

The Contractor must provide Service Rates for each contract year in which the service(s) requested in the SOW will be provided. If the SOW Project Begin and End dates lie completely within one contract year, the Contractor would only provide one hourly rate. If the dates begin in one contract year and extend into any portion of the next contract year, the Contractor must propose hourly rates for both years.

Project Offers submitted without applicable Service Rates will be rejected and considered an unacceptable response and the Contractor will not be eligible for a candidate placement on the particular SOW.

(3) The resume(s) of the actual individual(s) proposed for the task or project in question.

Each resume must include the results of two reference checks that the Contractor has performed on the proposed individual, including the names and telephone numbers of the references themselves. The Contractor will use standard State-supplied electronic forms (Contract Attachment C) to record the results of the reference checks. At least one of these reference checks must be from a supervisor.

Project Offers submitted without resumes and reference checks will be rejected and considered an unacceptable response and the Contractor will not be eligible for a candidate placement on the particular SOW.

In response to a given SOW, the Contractor shall not submit the same individual for more than one Job Classification. Project Offers submitted as such will be rejected and considered an unacceptable response and the Contractor will not be eligible for a candidate placement on the particular SOW.

Failure to respond at all, failure to properly utilize the online system(s) or the delivery means stipulated by the State, or a late response shall be deemed an unacceptable response and the Contractor shall not be eligible for a candidate placement on the particular SOW.

A.4.f.iii. Double Submissions.

Two or more Contractors cannot submit the same candidate on the same Staff Augmentation SOW. Each Contractor, prior to submitting an individual in response to an SOW, must obtain from that individual a signed Commitment Letter. The following rules apply:

(1) The letter must include the candidate's name, signature and date, and the number of the SOW in question. The SOW number is important, since it will identify the specific SOW for which this candidate is authorizing the submission of his or her resume. Blanket Commitment Letters covering multiple SOWs will not be allowed. The letter must also include some statement of the exclusive relationship that the candidate is entering into with regard to this particular SOW. The candidate must sign the letter and the signature must be dated no later than the Project Offer Due Date.

(2) The Contractor will retain this letter in its files. In the event of a double-submission, the State will request a copy of the Commitment Letter from Contractors submitting the same candidate. The submission from the Contractor that can produce a valid letter will be honored; the other Contractor's project offer will be rejected. If neither or both Contractor(s) can produce a valid letter, the candidate will be rejected.

A.4.g. Evaluation of Candidates.

After the Project Offer Due Date, the State will prioritize the candidates from responsive Contractors in order, from low to high pricing. The resumes will then be reviewed.

The State will evaluate the resumes and references of submitted candidates. Assuming a given resume meets minimum SOW requirements, the State will contact the Contractor to request an interview with the candidate. The State will attempt to conduct interviews in order from low to high pricing. However, the order in which the interviews are conducted may vary depending upon the availability of candidates for interviews. The Contractors will be responsible for setting up all interviews.

At the State's discretion, this initial interview may be conducted over the telephone. The State will attempt to pre-screen candidates over the phone. However, if the State is interested in the candidate, the State may, at its discretion, request a face-to-face interview. In this case, all expenses, travel, or otherwise, resulting from such a request shall be borne by the Contractor.

The State will continue the interview process until the lowest-priced candidate submitted that meets the SOW requirements is identified. The State must document a legitimate rejection reason, directly related to one or more SOW requirements, to reject a lower-priced candidate in favor of a higher-priced one. After selecting the best-qualified candidate, the State will notify all Contractors regarding its selection.

A.4.h. Staff Augmentation Memorandum of Understanding.

After the State has selected the candidate(s), it will follow the process for entering into a Memorandum of Understanding (MOU) with the successful Contractor, as described in Contract Section A.3.e, above.

See Contract Attachment D for a draft of the MOU document. The State reserves the right to modify the format of the document at any time during the term of the Contract.

A.4.i. Expenditure Tracking.

For each MOU, the State will track the expenditures against the MOU Project Price, and will inform the Contractor when expenditures are nearing this cap. It is then the State's sole option to either amend the MOU Project Price to accommodate completion of any work begun, or to allow the Contractor's MOU to expire. The State shall not be liable to compensate the Contractor for any services if the aggregate compensation exceeds the MOU Project Price.

A.4.j. Recording/Invoicing of Contractor Personnel Time.

i. Contractor personnel shall do the following:

(1) Enter hours worked into the State's then-current online time tracking system.

(2) Maintain and sign timesheets.

(3) Exercise due diligence to ensure that hours worked as entered into the State's then-current online time tracking system exactly match hours worked as indicated on the timesheets for each pay-period.

(4) Obtain State Project Coordinator signature on timesheets.

(5) At month end, forward signed timesheets to the Contractor Account Manager for signature.

ii. The Contractor Account Manager shall do the following:

(1) Receive the State's time keeping reports, delivered by the State, which will serve as the State's authorization to the Contractor to bill the State for the hours worked.

(2) Reconcile the timesheets to the State's time keeping reports, contacting State Project Coordinators and/or the State Contract Administrator if discrepancies are found. Discrepancies may include overstatement or understatement of billable hours in the State's then-current online time tracking system, on the timesheets, or both.

(3) Develop complete notes describing the resolution of any discrepancies found and provide these notes with the timesheets when delivered to the State Contract Administrator along with the invoice.

(4) Ensure that all Contractor personnel responsibilities described in Contract Section A.4.j.i above are accurately and timely performed.

(5) Sign the timesheets and return them to the State Contract Administrator.

A.4.k. Work Visas and Two-Week Notices.

The State expects candidates proposed to be ready to begin work on the Project Begin Date stated in the SOW. Historically, activities such as securing work visas and turning in two-week notices have delayed start dates. Contractors must take these sorts of delays into account when proposing candidates and only submit candidates that can begin work on the stated Project Begin Date.

A.4.l. Offer of a State Assignment.

The Contractor shall not represent to their candidate that he or she has been offered a State assignment prior to receiving notification of such from the Contract Administrator. Such notification may be in the form of an email generated by the Contract Administrator using the State's then-current online system or an email sent directly from the Contract Administrator.

A.4.m. Evaluation of Services Provided. The quality of the services provided and the progress on each State-assigned task shall, at the State's discretion, be evaluated.

A.4.m.i. At the State's option, an evaluation of the services provided by the Contractor personnel will occur by the end of the fifth working day after the first day of assignment. If, at this time, the services provided are deemed to be unacceptable, the State will notify the Contractor, and Contractor agrees to remove the individual assigned. The State will provide such notification to the Contractor no later than the end of the fifth working day of the individual's assignment. The State will not be liable to the Contractor for any costs or damages.

A.4.m.ii. The above provisions shall be in addition to the termination provisions stated elsewhere herein.

A.4.m.iii. The termination of an individual's assignment will not necessarily result in the termination of the MOU related to that individual.

A.4.n. Replacement Personnel. Replacement of individuals removed per A.4.m.i. shall be at the State's sole discretion and in accordance with Contract Section A.3.q.

A.4.o. Transition Period. There is an overlap in the effective date of this Contract and the end date of the ITPro contracts that expire on December 31, 2008. This "Transition Period" is provided to ensure that there will be adequate time to assign new personnel. However, this overlap also requires special rules to govern the proposal on Project Offers of individuals currently assigned to State positions ("incumbents"). During the transition period, the following rules apply:

A.4.o.i. Contractors of the ITPro Contracts ending December 31, 2008 that do not receive a new award are referred to as "released vendors"; Contractors of the ITPro Contracts ending December 31, 2008 that do receive a new award are referred to as "retained vendors." Either of these categories may have personnel currently assigned to the State under the former contracts. The following provisions apply:

A.4.o.i.(1) Incumbents from Retained Vendors. At the State's option, retained vendors' incumbents shall be "grandfathered" into the same position they currently occupy. The grandfathering may occur at any time during the remainder of the incumbent's MOU. In this case, a new SOW will be generated for the position in question. The retained vendor shall respond to the SOW with the incumbent currently occupying the position, and the rate entered for the incumbent shall be less than or equal to the new Maximum Service Rate for that person's Job Classification as stated in Section C.3.c. of this Contract.

No other vendor will be allowed to propose a candidate on this SOW. However, in the event that the incumbent refuses the position, the position shall become open to competition, the proposal due date of the SOW shall be changed, and all Contractors under the present Contracts shall be allowed to propose candidates.

The timing of the grandfathering shall be at the State's sole option, and shall be driven by, among other considerations, whether earlier grandfathering will produce cost savings for the State. For example, if the incumbent is working under the Contract ending December 31, 2008 at a rate lower than the retained vendor's Maximum Service Rate under the new Contract, the State may choose to require the incumbent to serve out the remainder of his or her MOU at the lower rate, since this represents the best value for the State. In such a case the State would delay the issuance of the grandfathering SOW until just prior to the expiration of the previous MOU. On the other hand, if the new Maximum Service Rate was lower, it would be in the State's best interest to issue the SOW as soon as possible after the new Contract is in place.

A.4.o.i.(2) Incumbents from Released Vendors. From the State's perspective, released vendors' incumbents shall be allowed to transition to any of the Contractors under the new Contract, and may subsequently be proposed by said Contractors. This may occur at any time during the remaining term of the Contracts ending December 31, 2008. The same rules concerning grandfathering, including the timing of SOW release at the State's discretion, as expressed in Contract Section A.4.o.i.(1) above, also apply to incumbents from released vendors.

The State is not a party to any "non-compete" agreements that transferring incumbents may have signed with their employers; the transferring employee is responsible for honoring any non-compete agreements. The Contractor to whom the individual is transferring is responsible for verifying that such agreements are not being violated, and will bear all responsibility, legal or otherwise, for complaints arising as a result of alleged or actual violations of non-compete agreements.

A.4.o.ii. In order to ensure the stability of the work environments during the transition period, no incumbent transfers of any kind shall be allowed among any of the retained vendors or new Contractors.

A.4.p. Restrictions on Personnel Movement/Transfers After the Transition Period. The Contractor shall not solicit contractor staff from other companies that are assigned to State projects. Furthermore, under no circumstances will the State accept staff movement among companies, or from an existing SOW to a new SOW for the same company, while the individuals are engaged in State assignments.

In the event that an individual assigned to the State under this or any other State professional services contract leaves that assignment or if the Contractor removes the individual from State assignment for any reason, prior to the completion of the assigned task(s), that individual is barred from any State assignment under this Contract for a period of three (3) months. For purposes of applying this rule, the three-month period shall be measured from the effective termination/withdrawal date to the Project Begin Date stated in the SOW in question.

The only exceptions to the above rule are if the MOU expires or the State project coordinator determines that the assignment is complete under that MOU with the State. In the latter case, the State project coordinator must notify the Contract Administrator by e-mail, providing the MOU number, the individual's name, the final date of the individual's assignment, and explicitly stating that the individual's assignment will be complete under the current MOU as of the date given. An individual released in this way is only eligible to be proposed on SOWs with Project Begin Dates after the stated assignment end date. Any individual proposed on an SOW with a Project Begin Date equal to, or earlier than, that individual's current assignment end date will be disqualified from that SOW.

A.4.q. Contractor Responsible for Training in Changed Technology.

The State makes changes to its Technical Architecture and the technical nature of assignments from time to time. If a contract individual is assigned to a State project or support area and the technology associated with their assignment changes, the Contractor is responsible for the expenses associated with training in the new or changed technology. This responsibility includes all fees associated with the actual training course, travel expenses, and also the hours the individual spends in training. *For example: Assume a contract individual needs training in a particular web-development tool in order to perform their State assignment. The cost of the course, including any travel expenses, will be the responsibility of the Contractor company and the training hours will not be billable to the State*. The maximum liability to the Contractor firm for training hours for any individual will be two weeks per year. A "year" is defined in this case as a Contract year, the period of time from the Contract Begin Date to the first anniversary of the Contract Begin Date, and subsequent years thereafter.

A.4.r. Adding New Job Classifications to the Contract. During the course of the Contract, the State may find it necessary to add additional job classifications that the State did not anticipate needing when the original contracts were executed. In this case, the State will engage in a competitive process with the five Contractors. This process will involve two steps:

i. Since no Maximum Service Rates have previously been established, the five Contractors will submit Maximum Service Rates for the requested job classification(s). The contract will be amended accordingly.

ii. SOWs will then be issued to obtain Contractor Personnel.

In the event that a Contractor chooses not to participate in the competitive process described above, the State will accept proposals from all participating Contractors and will amend these Contractors' contracts accordingly. If a Contractor chooses not to participate, then the State will not amend the Contractor's contract. That Contractor may continue to service the contract with the original job classifications and may respond to future SOWs that do not request the new job classification.

A.5. Project Option.

A.5.a. Under the Project Option, at the State's request, the Contractor will provide to the State the services of one or more personnel to accomplish the requirements detailed in the Project Option SOW. The Project Option is limited to projects that are less than two hundred fifty thousand dollars ($250,000.00). A project may **not** be divided into multiple SOWs to circumvent the monetary cap.

A.5.b. In the Project Option SOW, the State will describe the project's requirements and the desired deliverables, and recommended skill sets required to complete the projects. However, the State will not mandate that these skill sets be provided by the Job Classifications listed in Contract Attachment A. The specific Job Classifications are to be determined by the Contractor, and may or may not include Job Classifications that were proposed in response to the Staff Augmentation requirements. The State will assess the reasonableness of the proposed approach as a part of the SOW proposal evaluation. An approach that the State does not deem reasonable may result in the Contractor being disqualified from that SOW process.

A.5.c. The Contractor shall make task assignment and define and manage the Contractor personnel work schedules with the goal of accomplishing the State's requirements in a timely fashion. The Contractor agrees to bring to bear additional resources as necessary to accomplish the project within the timeframes stated in the SOW, at no additional cost to the State.

A.5.d. The State will specify the location where the project work will be performed in the SOW. However, the State reserves the right to request on-site or off-site work at any time during the life of the project, if the State deems this necessary.

A.5.e. SOW Process – Project Option.

A.5.e.i. Statement of Work.

The State will provide the Contractor with a SOW describing the Project. The SOW will include the following:

(1) Description of project including all State requirements that must be met.

(2) Project begin and end dates

(3) Required deliverables

(3) Availability of State staff (if any) to assist with the project effort.

(4) Specific formats for the technical and cost components of the Project Offer and their delivery method.

(5) Payment methodology (phased or lump sum)

(6) Location where project work will be performed

(7) Hardware and software provided by the State, if applicable.

The SOW will be numbered to facilitate tracking. Most of these SOWs will have a lifespan of less than one-year, and the total cost for any given SOW must be less than two hundred fifty thousand dollars ($250,000.00).

The Contractor will respond to the SOW with a detailed "Project Offer" that describes how the Contractor will accomplish the project within the stated time frame and total cost limitations.

A.5.e.ii. Submission of Project Offer.

Each SOW will specify the deadline for the Contractor to respond to the State's request. This time frame will be no less than ten (10) business days, but it may be more at the State's discretion. Within the specified time frame--measured from the date the SOW was distributed--the Contractor must respond either affirming or denying its ability to provide a Project Option proposal. During this response period, if necessary, the Contractor may seek clarifications of the work involved. The State expects the Contractor to respond to each Project Option SOW.

If the Contractor is unable to respond to the SOW, the Contractor must notify the Contract Administrator of this fact. The State shall determine the method for notification, which will either be via email or the State's then-current online system.

Otherwise, if the Contractor is capable of providing the requested Project Option personnel, the Contractor will submit a Project Offer, which will include the following items:

(1) A Technical Proposal, which will include:

(a) A description of the Contractor's approach to meet the State's requirements and provide the requested services, at the level of detail requested in the Project Option SOW.

(b) A project work plan that accomplishes the project within the State-specified timeframe, detailing all tasks to be performed. This work plan shall include a Complete Contractor staffing plan, showing resource loading, along with indications of any and all State personnel effort required to complete the project. Note that no personnel may be proposed to provide Project Option services for the State that are simultaneously engaged to perform services under a Staff Augmentation SOW. The same personnel may be simultaneously engaged to perform services under multiple Project Option SOWs; however, the Contractor agrees to provide adequate staff in accordance with A.5.c.

(c) Other information as required in the SOW.

(2) A Cost Proposal with a fixed price that covers **all** costs, including, but not limited to, manpower and travel, to accomplish the project. This fixed price will be the maximum amount of compensation that can be paid to the Contractor under this SOW; regardless of the resources required, the Contractor may charge the State no more than this fixed price to complete the project.

(a) The Cost Proposal must correspond exactly to the Cost Proposal format that was distributed as a part of the SOW.

(b) The Contractor must have entered costs in all required Cost Proposal fields.

(c) The total fixed price for the Cost Proposal must be **less than** two hundred fifty thousand dollars ($250,000.00).

Failure of the Contractor to submit a Cost Proposal that meets items (a), (b), and (c) above will result in the disqualification of the Project Offer.

Failure to respond at all, failure to properly utilize the online system(s) or the delivery means stipulated by the State, or a late response shall be deemed an unacceptable response and will result in the disqualification of the Project Offer.

A.5.f. Evaluation of Project Offer.

After the Project Offer Due Date, the State will prioritize the Project Offers from responsive Contractors in order, from low to high pricing. The Technical Proposals will then be reviewed.

If the State requests resume(s) and/or reference(s) for the project team member(s) and the resume(s) and/or reference(s) meet minimum SOW requirements, the State may contact the Contractor to

request an interview with the team member(s). The Contractors will be responsible for setting up all interviews. At the State's discretion, initial interview(s) may be conducted over the telephone. However, the State may, at its discretion, request face-to-face interview(s). In this case, all expenses, travel, or otherwise, resulting from such a request shall be borne by the Contractor.

The State will continue the review process until the lowest-priced Project Offer submitted that meets the SOW requirements is identified. The State must document a legitimate rejection reason, directly related to one or more SOW requirements, to reject a lower-priced Project Offer in favor of a higher-priced one. After selecting the best-qualified Project Offer, the State will notify all Contractors regarding its selection.

A.5.g. Memorandum of Understanding.

After the State has selected the successful Project Option Contractor, it will follow the process for entering into a Memorandum of Understanding (MOU) with the successful Contractor, as described in Contract Section A.3.e, above.

A.5.h. Invoicing and Payments for Services.

The services shall be provided and invoiced as described in the SOW and Contract Sections C.3 and C.5, up to the MOU Project Price stated in the MOU. Depending upon the specific needs and life-cycle of the project in question, the State may pay out the fixed-price project amount as phase payments, with each payment predicated upon the completion of deliverables, or as a lump-sum payment upon completion of the entire project, including all deliverables associated therewith. The method to be used in any case will be described in the SOW.

The Contractor Account Manager shall do the following:

i. Sign-off on all completed work and invoice the State in accordance with the deliverables and payment frequency established in the SOW in question.

ii. Provide all documentation required by the State to substantiate invoice amounts submitted (see Contract Section C.5).

A.5.i. With regard to the Performance Measures expressed in Contract Section A.3.r.i, success or failure in providing a Project Option SOW response shall have the same effect as success or failure to place one (1) contractor under the Staff Augmentation approach.

B. CONTRACT TERM:

B.1. This Contract shall be effective for the period commencing on November 3, 2008 and ending on November 2, 2011. The State shall have no obligation for services rendered by the Contractor which are not performed within the specified period.

B.2. Term Extension. The State reserves the right to extend this Contract for an additional period or periods of time representing increments of no more than one year and a total contract term of no more than five (5) years, provided that such an extension of the contract term is effected prior to the current, contract expiration date by means of an amendment to the Contract. If the extension of the Contract necessitates additional funding beyond that which was included in the original Contract, the increase in the State's maximum liability will also be effected through an amendment to the Contract, and shall be based upon payment rates provided for in the original Contract.

C. PAYMENT TERMS AND CONDITIONS:

C.1. Maximum Liability. In no event shall the maximum liability of the State under this Contract exceed Five Million Dollars ($5,000,000). The payment rates in Section C.3 and the Travel Compensation provided in Section C.4.shall constitute the entire compensation due the Contractor for the Service and all of the Contractor's obligations hereunder regardless of the difficulty, materials or equipment required. The

payment rates include, but are not limited to, all applicable taxes, fees, overheads, and all other direct and indirect costs incurred or to be incurred by the Contractor.

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

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

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

a. The Contractor's compensation shall be contingent upon the satisfactory completion of units, milestones, or increments of service defined in Section A.

b. For the Staff Augmentation Option, the Contractor shall be compensated for said units, milestones, or increments of service based upon the following payment rates:

(1) For service performed from 11/3/2008, through 11/2/2011, the following rates shall apply:

Job Classification	**Year 1 Maximum Service Rate Per Hour** (11/3/2008 – 11/2/2009)	**Year 2 Maximum Service Rate Per Hour** (11/3/2009 – 11/2/2010)	**Year 3 Maximum Service Rate Per Hour** (11/3/2010 – 11/2/2011)
Advanced Network Administrator	$ 38.00	$ 38.00	$ 38.00
Advanced Programmer Analyst (Mainframe)	$ 45.00	$ 45.00	$ 45.00
Advanced UNIX System Programmer	$ 39.00	$ 39.00	$ 39.00
Business Analyst I	$ 42.00	$ 42.00	$ 42.00
Business Analyst II	$ 52.00	$ 52.00	$ 52.00
Business Analyst III	$ 60.00	$ 60.00	$ 60.00
Data Administrator/Database Administrator	$ 63.00	$ 63.00	$ 63.00
Desktop Support	$ 26.00	$ 26.00	$ 26.00
Enterprise Architecture Research and Development Analyst/Architect	$ 65.00	$ 65.00	$ 65.00
Enterprise Content Management (ECM) Architect	$ 68.00	$ 68.00	$ 68.00
Enterprise Content Management (ECM) Programmer Analyst	$ 57.00	$ 57.00	$ 57.00
Enterprise Content Management (ECM) Project Manager	$ 67.00	$ 67.00	$ 67.00
Enterprise Content Management (ECM) Business Analyst	$ 57.00	$ 57.00	$ 57.00

Enterprise Content Management (ECM) System Administrator	$ 45.00	$ 45.00	$ 45.00
Enterprise Content Management (ECM) Capture Administrator	$ 55.00	$ 55.00	$ 55.00
Help Desk Representative	$ 25.00	$ 25.00	$ 25.00
Network Security Specialist I	$ 50.00	$ 50.00	$ 50.00
Network Security Specialist II	$ 66.00	$ 66.00	$ 66.00
Network Specialist I	$ 38.00	$ 38.00	$ 38.00
Network Specialist II	$ 45.00	$ 45.00	$ 45.00
Programmer Analyst I (Desktop & Distributed Technologies)	$ 39.00	$ 39.00	$ 39.00
Programmer Analyst II (Desktop & Distributed Technologies)	$ 47.00	$ 47.00	$ 47.00
Programmer Analyst III (Distributed Technologies)	$ 59.00	$ 59.00	$ 59.00
Project Manager	$ 63.00	$ 63.00	$ 63.00
Senior Enterprise Systems Designer	$ 65.00	$ 65.00	$ 65.00
Solutions Architect	$ 70.00	$ 70.00	$ 70.00
System Administrator	$ 36.00	$ 36.00	$ 36.00
Systems Analyst	$ 46.00	$ 46.00	$ 46.00
Systems / Applications Architect	$ 72.00	$ 72.00	$ 72.00
WAN Project Manager	$ 47.00	$ 47.00	$ 47.00
Web Based Training (WBT) Developer	$ 48.00	$ 48.00	$ 48.00
Web Designer	$ 38.00	$ 38.00	$ 38.00

The Service Rates proposed in the Project Offer for a Staff Augmentation SOW must be equal to or less than the Maximum Service Rates in the table above. The Contractor will be compensated based on the Services Rates proposed in the Project Offer and listed in the MOU for the SOW, in lieu of the rates in the table.

The services shall be provided and invoiced on an hourly basis, as used, up to the MOU Project Price stated in the MOU. The State shall not be liable to compensate the Contractor for any services if the aggregate compensation exceeds the MOU Project Price.

If an MOU is amended to extend the Project End Date into a Contract year for which Service Rate(s) were not proposed by the Contractor in the original Project Offer, the State will compute new Service Rate(s) using the latest Service Rate(s) in the MOU but adjusted by the percentage increase, if any, between the Consumer Price Index for All Urban Consumers (CPI-U): U.S. city average, all items expenditure category, not seasonally adjusted, index base period: 1982-84=100) published by the United States Department of Labor, Bureau of Labor Statistics two months prior to the effective date of the MOU amendment and that figure published in the same month, 12-months prior, up to a maximum of four percent (4%).using the Consumer Price Index.

The new Service Rate(s) for the MOU will be the lesser of 1) the computed Service Rate(s) or 2) the Maximum Service Rate(s) for the Contract year in the table above.

(2) If the option to renew for a fourth year is exercised, for service performed from 11/3/2011, through 11/2/2012, the Year 4 Maximum Service Rates shall be based upon the Year 3 payment rates in Section C.3.b.(1) above but adjusted by the percentage

increase, if any, between the Consumer Price Index for All Urban Consumers (CPI-U): U.S. city average, all items expenditure category, not seasonally adjusted, index base period: 1982-84=100) published by the United States Department of Labor, Bureau of Labor Statistics in July, 2011 and that figure published in the same month, 12-months prior, up to a maximum of four percent (4%).

(3) If the option to renew for a fifth year is exercised, for service performed from 11/3/2012, through 11/2/2013, the Year 5 Maximum Service Rates shall be based upon the Year 4 payment rates computed in Section C.3.b.(2) above but adjusted by the percentage increase, if any, between the Consumer Price Index for All Urban Consumers (CPI-U): U.S. city average, all items expenditure category, not seasonally adjusted, index base period: 1982-84=100) published by the United States Department of Labor, Bureau of Labor Statistics in July, 2012 and that figure published in the same month, 12-months prior, up to a maximum of four percent (4%).

c. The State will compensate the Contractor for Project Option work at a fixed price, as described in the SOW. The Contractor may not charge the State for any additional resources or other expenses that were not included in the original fixed-price Project Offer for the SOW.

At the State's option and depending upon the nature and length of the project in question, the State may choose to compensate the Contractor either in phases as work progresses or in a lump-sum payment at the end of the project. The State will make this determination prior to publishing the SOW and will describe the compensation methodology in the SOW.

C.4. Travel Compensation. With regard to Travel, the following provisions shall apply:

a. The "Official Station," which is defined as the location at which Contractor personnel shall perform the major portion of their duties, will be designated by the State in the Staff Augmentation SOW. In most cases, this will be Nashville, Tennessee.

b. Neither the Contractor, its personnel, nor its agents shall be eligible for reimbursements for any travel expenses related to work performed at the Official Station. This includes, but is not limited to, travel to and from the Official Station, and food and lodging therein.

c. At the State's request and with prior written approval, Contractor personnel may be required to travel and work away from the Official Station. Compensation to the Contractor for State-authorized travel, meals and/or lodging shall be in the amount of actual costs, subject to maximum amounts and limitations specified in the State's *Comprehensive Travel Regulations*, as amended from time to time (see http://www.state.tn.us/finance/act/policy.html.)

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

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

Bill Beecroft, OIR Director of Administration
Department of Finance and Administration
Wm Snodgrass Tennessee Tower, 16th Floor
312 Rosa L. Parks Avenue
Nashville, TN 37243

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

(1) Invoice/Reference Number (assigned by the Contractor);
(2) Invoice Date;
(3) Invoice Period (period to which all invoiced charges are applicable);
(4) Contract Number (assigned by the State to this Contract);
(5) Account Name: Finance & Administration, Office for Information Resources;

(6) Account/Customer Number (uniquely assigned by the Contractor to the above-referenced Account Name);
(7) Contractor Name;
(8) Contractor Federal Employer Identification Number or Social Security Number (as referenced in this Contract);
(9) Contractor Contact (name, phone, and/or fax for the individual to contact with billing questions);
(10) Contractor Remittance Address;
(11) Complete Itemization of Charges, which shall detail the following:

i. Service or Milestone Description including MOU Number of each service invoiced; name/title must be included for Staff Augmentation services
ii. Number of Completed Units, Increments, Hours, or Days as applicable, of each service invoiced;
iii. Applicable Payment Rate (as stipulated in the MOUs being invoiced) of each service invoiced;
iv. Amount Due by Service;
v. Travel Compensation requested in accordance with and attaching to the invoice appropriate documentation and receipts as required by the above-referenced "State Comprehensive Travel Regulations;" and
vi. Total Amount Due for the invoice period.

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

(1) include only charges for service described in Contract Section A and in accordance with payment terms and conditions set forth in Contract Section C;
(2) not include any future work but will only be submitted for completed service; and
(3) not include sales tax or shipping charges.

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

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

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

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

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

C.9. Automatic Deposits. The Contractor shall complete and sign an "Authorization Agreement for Automatic Deposit (ACH Credits) Form." This form shall be provided to the Contractor by the State. Once this form has been completed and submitted to the State by the Contractor all payments to the Contractor, under this or any other Contract the Contractor has with the State of Tennessee shall be made by

Automated Clearing House (ACH). The Contractor shall not invoice the State for services until the Contractor has completed this form and submitted it to the State.

D. STANDARD TERMS AND CONDITIONS:

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

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

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

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

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

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

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

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

a. The Contractor hereby attests, certifies, warrants, and assures that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this Contract. The Contractor shall reaffirm this attestation, in writing, by submitting to the State a completed and signed copy of the document

at Attachment H, hereto, semi-annually during the period of this Contract. Such attestations shall be maintained by the Contractor and made available to state officials upon request.

b. Prior to the use of any subcontractor in the performance of this Contract, and semi-annually thereafter, during the period of this Contract, the Contractor shall obtain and retain a current, written attestation that the subcontractor shall not knowingly utilize the services of an illegal immigrant to perform work relative to this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant to perform work relative to this Contract. Attestations obtained from such subcontractors shall be maintained by the Contractor and made available to state officials upon request.

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

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

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

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

D.10. Monitoring. The Contractor's activities conducted and records maintained pursuant to this Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.

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

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

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

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

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

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

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

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

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

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

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

E. SPECIAL TERMS AND CONDITIONS:

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

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

The State:

Bill Beecroft, OIR Director of Administration
Department of Finance and Administration
Wm Snodgrass Tennessee Tower, 16th Floor
312 Rosa L. Parks Avenue
Nashville, TN 37243
Email: Bill.Beecroft@state.tn.us
Telephone # 615-253-1786
FAX # 615-532-0471

The Contractor:

Josh Bostic
Cook Systems International, Inc.
6799 Great Oaks Road, Suite 200
Memphis, TN 38138
jbostic@cooksys.com
Telephone # 901-757-8877
FAX # 901-757-0086

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

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

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

E.5. State Ownership of Work Products. The State shall have ownership, right, title, and interest, including ownership of copyright, in deliverables, including work products, computer source code, created, designed, developed, derived, documented, installed, or delivered under this Contract (collectively "Work Product") subject to the next subsection and full and final payment for each Work Product. The State shall have royalty-free and unlimited rights and license to use, disclose, reproduce, publish, distribute, modify, maintain, or create derivative works from, for any purpose whatsoever, all said Work Product.

a. To the extent that the Contractor uses any of its pre-existing, proprietary or independently developed tools, materials or information ("Contractor Materials") in the development of the Work Product, the Contractor shall retain all right, title and interest in and to such Contractor Materials, and the State shall acquire no right, title or interest in or to such Contractor Materials EXCEPT the Contractor grants to the State unlimited, non-transferable, royalty-free rights to use, copy and distribute internally the Contractor Materials, solely for the State's unrestricted use of the Work Product.

b. The Contractor shall furnish such information and data, including but not limited to computer code, that is reasonably required to effectuate the State's use of the Work Product and rights in Contractor Materials, in accordance with this Contract and applicable state law.

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

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

e. The Government of the United States of America is hereby granted a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use the Work Product and authorize others to use the Work Product for Federal government purposes, if such license is required for a State agency to secure Federal Financial Participation.

E.6. State Furnished Property. The Contractor shall be responsible for the correct use, maintenance, and protection of all articles of nonexpendable, tangible, personal property furnished by the State for the Contractor's temporary use under this Contract. Upon termination of this Contract, all property furnished shall be returned to the State in good order and condition as when received, reasonable use and wear thereof excepted. Should the property be destroyed, lost, or stolen, the Contractor shall be responsible to the State for the residual value of the property at the time of loss.

E.7. Incorporation of Additional Documents. Included in this Contract by reference are the following documents:

a. The Contract document and its attachments

b. The Memoranda of Understanding (MOU) and their associated addenda: Statements of Work (SOWs) and Project Offers

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

d. The Request for Proposal and its associated amendments

e. Technical Specifications provided to the Contractor

f. The Contractor's Proposal

In the event of a discrepancy or ambiguity regarding the Contractor's duties, responsibilities, and performance under this Contract, these documents shall govern in order of precedence detailed above.

E.8. Lobbying. The Contractor certifies, to the best of its knowledge and belief, that:

a. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form-LLL, ``Disclosure Form to Report Lobbying," in accordance with its instructions.

c. The Contractor shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

E.9. Prohibited Advertising. The Contractor shall not refer to this Contract or the Contractor's relationship with the State hereunder in commercial advertising in such a manner as to state or imply that the

Contractor or the Contractor's services are endorsed. It is expressly understood and agreed that the obligations set forth in this section shall survive the termination of this Contract in perpetuity.

E.10. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law. All material and information, regardless of form, medium or method of communication, provided to the Contractor by the State or acquired by the Contractor on behalf of the State shall be regarded as confidential information in accordance with the provisions of applicable state and federal law, state and federal rules and regulations, departmental policy, and ethical standards. Such confidential information shall not be disclosed, and all necessary steps shall be taken by the Contractor to safeguard the confidentiality of such material or information in conformance with applicable state and federal law, state and federal rules and regulations, departmental policy, and ethical standards.

The Contractor's obligations under this section do not apply to information in the public domain; entering the public domain but not from a breach by the Contractor of this Contract; previously possessed by the Contractor without written obligations to the State to protect it; acquired by the Contractor without written restrictions against disclosure from a third party which, to the Contractor's knowledge, is free to disclose the information; independently developed by the Contractor without the use of the State's information; or, disclosed by the State to others without restrictions against disclosure. Nothing in this paragraph shall permit Contractor to disclose any information that is confidential under federal or state law or regulations, regardless of whether it has been disclosed or made available to the Contractor due to intentional or negligent actions or inactions of agents of the State or third parties.

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

E.11. HIPAA Compliance. The State and Contractor shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and its accompanying regulations.

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

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

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

E.12 Contractor Commitment to Diversity. The Contractor shall comply with and make reasonable business efforts to exceed the commitment to diversity represented by the Contractor's proposal responding to RFP-317.03-189-09 (Attachment 6.3, Section B, Item B.13.) and resulting in this Contract.

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

E.13. Limitation of Liability. The parties agree that the total liability of the Contractor for breach of this Contract shall not exceed one (1) time the value of this Contract. The value shall be established by the Contract Maximum Liability in Section C.1 and increased by subsequent amendments if any. The foregoing provision shall not limit the Contractor's liability for intentional torts, criminal acts or fraudulent conduct.

E.14. Debarment and Suspension. The Contractor certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:

a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;

b. have not within a three (3) year period preceding this Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;

c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and

d. have not within a three (3) year period preceding this Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

The Contractor shall provide immediate written notice to the State if at any time it learns that there was an earlier failure to disclose information or that due to changed circumstances, its principals or the principals of its subcontractors are excluded or disqualified.

E.15. Unencumbered Personnel. All persons assigned by the Contractor to perform services for the State under this Contract, whether they are employees, agents, subcontractors, or principals of the Contractor, shall not be subject to any employment contract or restrictive covenant provisions which would preclude those persons for performing the same or similar services for the State after the termination of this Contract, either as a State employee, an independent contractor, or an employee, agent, subcontractor or principal of another contractor with the State. If the Contractor provides the State with the services of any person subject to a restrictive covenant or contractual provision in violation of this provision, any such restrictive covenant or contractual provision will be void and unenforceable, and the Contractor will pay the State and any person involved all of its expenses, including attorneys fees, caused by attempts to enforce such provisions.

E.16. Insurance. The Contractor shall carry adequate liability and other appropriate forms of insurance.

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

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

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

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

E.17. Contractor/Subcontractor Employees. Contractor shall not utilize the services of (a) any individual in the performance of this Contract, who has been convicted of criminal activity involving fraud, embezzlement, hacking or any offense for which the statutory prison term for the criminal activity is in

excess of one (1) year or (b) any foreign or domestic subcontractor having any individual(s) described in (a) above working in the performance of this Contract.

E.18. Additional Breach and Termination Provisions.

E.18.a. The State may terminate any or all of the MOUs entered into by the State and the Contractor pursuant to this Contract by giving the Contractor at least fifteen (15) calendar days written notice prior to the effective MOU Termination Date. The Contractor shall be entitled to receive equitable compensation for satisfactory authorized services completed as of the termination date.

E.18.b. If the Contractor, or Contractor-provided personnel, fail to properly perform their obligations under any MOU entered into by the State and the Contractor pursuant to this Contract, or violate any of the terms of this Contract, the State shall have the right to immediately terminate any or all of the Contractor's MOUs, and to withhold payments in excess of fair compensation for completed services. The Contractor shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Contract by the Contractor.

E.18.c. The Contractor's unauthorized removal of Contractor personnel from a State assignment while those personnel are still in the Contractor's employment may be considered by the State as a material breach of contract. If the State deems the unauthorized removal a material breach, this breach is subject to Liquidated Damages of one-half of one percent (.005) of the individual Contractor personnel's MOU Project Price per day until a replacement that is acceptable to the State is found.

E.19. Voluntary Buyout Program. The Contractor acknowledges and understands that, for a period of two years beginning August 16, 2008, restrictions are imposed on former state employees who received a State of Tennessee Voluntary Buyout Program (VBP) severance payment with regard to contracts with state agencies that participated in the VBP.

a. The State will not contract with either a former state employee who received a VBP severance payment or an entity in which a former state employee who received a VBP severance payment or the spouse of such an individual holds a controlling financial interest.

b. The State may contract with an entity with which a former state employee who received a VBP severance payment is an employee or an independent contractor. Notwithstanding the foregoing, the Contractor understands and agrees that there may be unique business circumstances under which a return to work by a former state employee who received a VBP severance payment as an employee or an independent contractor of a State contractor would not be appropriate, and in such cases the State may refuse Contractor personnel. Inasmuch, it shall be the responsibility of the State to review Contractor personnel to identify any such issues.

c. With reference to either subsection a. or b. above, a contractor may submit a written request for a waiver of the VBP restrictions regarding a former state employee and a contract with a state agency that participated in the VBP. Any such request must be submitted to the State in the form of the *VBP Contracting Restriction Waiver Request* format available from the State and the Internet at: www.state.tn.us/finance/rds/ocr/waiver.html. The determination on such a request shall be at the sole discretion of the head of the state agency that is a Party to this Contract, the Commissioner of Finance and Administration, and the Commissioner of Human Resources.

IN WITNESS WHEREOF:

COOK SYSTEMS INTERNATIONAL, INC.:

Ben C Bryant, Jr. 10/23/08

CONTRACTOR SIGNATURE DATE

Ben C. Bryant Jr. President

PRINTED NAME AND TITLE OF CONTRACTOR SIGNATORY (above)

DEPARTMENT OF FINANCE & ADMINISTRATION:

M. D. Goetz, Jr. 10-30-08

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

APPROVED:

M.D. Goetz, Jr. JP 11-7-08

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

John G. Morgan 11/12/08

JOHN G. MORGAN, COMPTROLLER OF THE TREASURY DATE

JOB CLASSIFICATIONS

STATE OF TENNESSEE
INFORMATION TECHNOLOGY CONTRACTOR REQUIREMENTS

Advanced Network Administrator - Responsible for the support of Local Area Network computer systems including servers on the WAN used for enterprise applications. Responsibility may include installation of hardware and software components comprising the network. Must be able to work with vendors and State support staff to quickly diagnose LAN problems and restore service to users in the event of service disruptions. Must be able to diagnose problems and incompatibilities that may occur with integrated software products and with hardware dependencies. Requires a minimum of 2 years of current experience in this job class.

Advanced Programmer Analyst (Mainframe) - Analyzes functional business applications and creates design specifications for developing programs. Develops block diagrams and logic flow charts. Translates detailed design into computer software. Tests, debugs, and refines the computer software to produce the required product. Prepares required documentation, including both program-level and user-level documentation. Enhances software to reduce operating time or improve efficiency. Primary skill set comprises COBOL, IMS DB/DC, CICS, and DB2. Secondary skill set includes all other mainframe software standards. Requires a minimum of 2 years of current experience in this job class.

Advanced UNIX System Programmer - Responsible for installation, maintenance, and support of operating systems, communications software, database packages, compilers, utility programs and related systems software. Modify existing software as well as create special-purpose software to ensure efficiency and integrity between systems and applications. Must be able to work with vendors and State support staff to quickly diagnose operating systems, communications software, database software, or utility problems and restore service to users in the event of service disruptions. Must be able to diagnose problems and incompatibilities that may occur with integrated software products and with hardware dependencies. Must be able to perform capacity planning, do performance tuning, and evaluate software products. Requires a minimum of 2 years of current experience in this job class.

Business Analyst I - Analyze and document business requirements and processes related to public sector service delivery for a single or multiple related State agencies. Formulate alternative solutions to satisfy these requirements, which may involve business process reengineering, and/or the deployment of information technology. Plan and/or conduct end user training for new applications. Prepare cost benefit analyses according to State CBA methodology. Develop and/or oversee plans for the execution of a solution from project inception to conclusion. Construct data models and activity/process models as may be required to define system functions. Provide support for the installation, testing, data conversion, implementation, and ongoing maintenance of information systems. Conduct and document the results of special studies dealing with systems and/or business process issues. Facilitate sessions to gather and document requirements and explore solutions. Superior negotiating, analytical, group facilitation, and relationship management skills. Work effectively with all levels of State staff from clerical through agency executive management. This includes skillful interviewing capability. Possess superior organizational and written/verbal communication skills. Hands-on Data Modeling and Process Modeling experience may be required for some assignments. An understanding of current information technology with an ability to conceptualize solutions to business problems in the most effective and cost-efficient manner. (*Note: Current information technology in the State's environment includes: 1) multi-tier (mainframe, departmental/midlevel, and desktop) computing; 2) the use of internet and intranet to facilitate service delivery; 3) electronic data interchange; 4) imaging; 5) data warehousing; and, 6) geographic information systems. The deployment of information technology must be consistent with the State's architectural framework which is based upon the philosophy that information sharing, data integration and network interoperability is the basis for effective and efficient service delivery to the citizens of Tennessee.*) An ability to integrate solutions across multiple functional and technical environments is required. Requires a minimum of two years of experience in the last two years. Must hold a BA/BS degree.

Business Analyst II – Same qualifications as Business Analyst I with the exception of the following: Requires a minimum of five years of increasingly complex and responsible experience in the last five years. Must hold a BA/BS degree (advanced degree a plus).

Business Analyst III - Same qualifications as Business Analyst I with the exception of the following: Requires a minimum of ten years of increasingly complex and responsible experience in the last twelve years. Must hold a BA/BS degree (advanced degree a plus).

Data Administrator/Database Administrator - Designs and reviews database systems; evaluates and recommends changes to database systems; and implements new or revised systems to ensure accuracy, efficiency, and adherence to technical standards. Responsible for providing technical assistance to other personnel involved in computer applications development by answering questions, describing techniques, and writing procedures. Monitors database systems performance, evaluates information gathered from users and other staff and review of historical data, and recommends changes to database systems to ensure optimal performance and productivity. May act as project leader in monitoring performance of database systems, and identifies, evaluates, and makes recommendations to management concerning problems or issues in the database environment to ensure optimal performance and productivity of database systems. Responsible for the daily maintenance, tracking and documentation of production database systems including creating and scheduling database specific jobs and determining necessary actions to recover from problems or failures. Develop and enforce the Standards, Procedures, and Guidelines to establish the operational framework in which database management systems are consistently and effectively utilized. Research, identify, evaluate and select database software. Instruct users in the use of database software to enhance database system usage, facilitate problem resolution, and maximize customer service. Requires a minimum of 2 years of current experience in this job class.

Desktop Support - Performs desktop computer support assignments, with an emphasis on desktop computer problem resolution. Installs a variety of desktop computer hardware and software and provides technical and customer support for these products. Provides customer support to both on-site and remote users. Analyzes users' system problems and provides solutions. Works with teams of analysts, programmers, and users in application development environments. Tests and may write the technical documentation prepared for software or hardware installation. Primary skill set comprises Microsoft Office Suite and Microsoft, Novell and Unix operating systems. Secondary skill set comprises other office automation tools and the ability to identify and correct hardware malfunctions. Requires a minimum of 1 year of current experience in this job class with excellent interpersonal and communication skills, both written and oral.

Enterprise Architecture Research and Development Analyst/Architect - Responsible for performing technology research and development, enterprise software evaluations, documenting current state, future state, performing gap analysis, and creation of reference models. Must understand the Zachman framework, The Open Group Architecture Framework (TOGAF Certification a plus), and The NASCIO framework. Must be able to work with various State Agency personnel and Vendors. Must be able to think conceptually and tactically. Requires a minimum of 2 years of experience in this job class.

Enterprise Content Management (ECM) Architect – Formulates technological solutions that correctly utilize the FileNet products used by the ECM environment and provides a highly proficient working knowledge of the FileNet P8 product suite including Content Manager, Business Process Manager, Business Process Framework, eForms, Records Manager, and Email Manager. Advanced experience in business analysis, process improvement, workflow analysis and the implementation and leveraging of large workflow and document management systems. Conducts and documents the results of special studies dealing with systems and/or business process issues. Facilitates sessions to gather and document requirements and explore solutions. Translates requirements into systems specifications and all aspects of technical systems design. Provides a product evaluation from a functional, technical and business perspective. Consults with other technical areas regarding appropriate use of the document management system and integration with other line of business applications.

Superior negotiating, analytical, group facilitation, and relationship management skills. Work effectively with all levels of State staff from clerical through agency executive management. This includes skillful interviewing capability. Possess superior organizational and written/verbal communication skills. An understanding of current information technology with an ability to conceptualize solutions to business problems in the most effective and

cost-efficient manner. Requires a minimum of five years of increasingly complex and responsible experience in the last five years. Must hold a BA/BS degree.

Enterprise Content Management (ECM) Programmer Analyst – Development expertise in FileNet API sets, including P8, Capture Desktop, Web Services, Java and .NET. Analyzes functional business requirements and design specifications for developing programs, and uses knowledge of software methodologies, distributed networking, databases, communications, and multiprocessing applications. Develops workflow applications using Business Process Manager to include the use of eForms. Tests, debugs, and refines the application to produce the required product. Prepares required documentation, including both program-level and user-level documentation. Enhances software to reduce operating time or improve efficiency. Requires a minimum of 2 year of current experience in this job class.

Enterprise Content Management (ECM) Project Manager – Provides competent leadership and responsible direction through successful performance of a variety of detailed, diverse elements of project management with the FileNet P8 suite of products. Directs completion of tasks within estimated time frames and budget constraints. Schedules and assigns duties to project team, comprising State technical and program staff as well as contractors from one or more firms. Enforces work standards and reviews/resolves work discrepancies to ensure compliance with project requirements. Reports in writing and orally to State management as necessary. Requires an extensive background in managing large, complex projects with outstanding interpersonal and communication skills.

Enterprise Content Management (ECM) Business Analyst – Analyze and document business requirements and processes related to the implementation of the FileNet P8 suite of products. Formulate alternative solutions to satisfy these requirements, which may involve business process reengineering, and/or the deployment of information technology. Plan and/or conduct end user training for new applications. Prepare cost benefit analyses according to State CBA methodology. Develop and/or oversee plans for the execution of a solution from project inception to conclusion. Construct data models and activity/process models as may be required to define system functions. Provide support for the installation, testing, data conversion, implementation, and ongoing maintenance of ECM systems. Conduct and document the results of special studies dealing with systems and/or business process issues. Facilitate sessions to gather and document requirements and explore solutions. Superior negotiating, analytical, group facilitation, and relationship management skills. Work effectively with all levels of State staff from clerical through agency executive management. This includes skillful interviewing capability. Possess superior organizational and written/verbal communication skills. Hands-on Data Modeling and Process Modeling experience may be required for some assignments. An understanding of current information technology with an ability to conceptualize solutions to business problems in the most effective and cost-efficient manner. An ability to integrate solutions across multiple functional and technical environments is required. Requires a minimum of two years of experience in the last two years. Must hold a BA/BS degree.

Enterprise Content Management (ECM) System Administrator – Provides installation, maintenance, technical and customer support for desktop/workstation products including Capture Professional and configuration of the scanners included in the State Contract. Provide assistance in maintaining the P8 infrastructure including Content Manager, Business Process Manager, Business Process Framework, eForms, Records Manager, and Email Manager. Schedules and performs system maintenance activities such as performance monitoring, system tuning, data storage configuration and reorganization, and system backups. Executes application and maintenance batch jobs. Defines, establishes, and enforces security access to desktop/workstation and mid-level systems and applications. In most cases, serves as primary contact with software vendors' technical support areas. Analyzes system problems, selects appropriate solutions, and implements corrective actions. Provides basic user training on user application software. As necessary, documents system support and maintenance processes and procedures. Primary skill set comprises basic familiarity with computer hardware and software installation and troubleshooting, with specific experience installing and supporting the following products: Microsoft Office Suite (Standard), Microsoft Windows, Microsoft Windows 2003 Server, Oracle Application Server, Websphere Application Server, Microsoft SQL 2003 and 2005, Microsoft Internet Explorer, NetWare, Netscape, Oracle, 3270, IBM Personal Communications/3270 Procomm Plus, Ethernet Adapter, and Token Ring Adapter. Secondary skill set comprises GroupWise, TCP/IP, and knowledge of all other Departmental/Desktop hardware and software standards. Requires a minimum of 2 years of current experience in this job class.

Enterprise Content Management (ECM) Capture Administrator – Provides installation, maintenance, technical and customer support for Capture Professional and configuration of the scanners included in the State Contract. Defines, establishes, and enforces security access to desktop/workstation and mid-level systems and

applications. In most cases, serves as primary contact with Agencies technical support areas. Analyzes system problems, selects appropriate solutions, and implements corrective actions. Provides basic user training on Capture Professional software. As necessary, documents system support and maintenance processes and procedures. Primary skill set comprises basic familiarity with computer hardware and software installation and troubleshooting, with specific experience installing and supporting the following products: Microsoft Office Suite (Standard), Microsoft Windows, Microsoft Windows 2003 Server, Database Connectivity, and Microsoft Internet Explorer, Secondary skill set comprises TCP/IP and knowledge of all other Departmental/Desktop hardware and software standards. Requires a minimum of 1 year of current experience in this job class.

Help Desk Representative - Provides support to a variety of information technology users on hardware, software, telecommunications, and application issues and problems. Function as first/second level support by receiving, recording, responding to, and following up on trouble calls. When appropriate, conduct problem determination to attempt to resolve issues and problems with the customer on the line. Must possess excellent telephone skills, good verbal and written skills, an extensive knowledge of information technology (with an emphasis on desktop devices and local and wide area networks), good analytical skills, good technical skills, good keying capability, and familiarity with common business practices and terminology. An individual working in this classification must be able to effectively deal with stress and anxiety. Requires a minimum of 3 years of current experience in this job class.

Network Security Specialist I - Consults with customers to define user and system security requirements; designs solutions based on customer requirements; coordinates work required to complete network security installations. Installs and monitors network security software and hardware to provide network security services, including network security monitoring, firewall and intrusion detection probe management, and related activities. Performs tasks to analyze anomalies reported by security hardware/software systems, confers with senior staff on corrective measures, completes corrective actions, and monitors changes to ensure network security problems are corrected. Provides first-level support for security hardware/software fault management and problem resolution. Makes appropriate changes to network security configurations and/or works directly with the service providers to correct network security problems. Monitors the network for security breaches, implements changes to stop breaches that are in progress, documents findings, and works with the security incident response teams to investigate breaches on the wide area network. Requires a minimum of two (2) years experience in network security administration, including firewall and intrusion detection support.

Network Security Specialist II - Installs and monitors the most complex installations of network security software and hardware to provide LAN, MAN, WAN, and Data Center security services, including network security monitoring, security hardware/software management, firewall rule management, and related activities. Provides senior level security support in diagnosis and identifying corrective actions to address network security hardware/software problems, monitors staff activities to correct problems, and monitors changes to ensure network security problems are corrected. Provides senior-level support for Data Center systems deployment, security fault management and problem resolution. Makes appropriate changes to network security hardware/software configurations and/or works directly with the service providers to correct network security problems. Requires a minimum of five (5) years senior level experience in network security administration, including firewall, VPN, and intrusion detection support. Experience must include firewall support for Cisco PIX and Checkpoint.

Network Specialist I - Installs and monitors network software and hardware to provide LAN, MAN, WAN or Data Center network services, including network monitoring, network tuning, router management, switch management, and related activities. Performs tasks to analyze anomalies reported by hardware/software systems, confers with senior staff on corrective measures, completes corrective actions, and monitors changes to ensure network problems are corrected. Provides reactive and proactive changes to network hardware and software components to ensure that user requirements are met and that the network is performing at optimum levels (changes include router/switch configurations, access lists, routing tables, etc.) Provides second-level support for fault management and problem resolution. Makes appropriate changes to network configurations and/or works directly with the service providers to correct network problems. Requires a minimum of two (2) years experience in WAN, LAN, or Data Center network administration.

Network Specialist II - Installs and monitors the most complex installations of network software and hardware to provide LAN, MAN, WAN, and Data Center network services, including network monitoring, network tuning, router management, switch management, load balancer management, SSL management, IP address management, and related activities. Provides reactive and proactive changes to network hardware and software components to

ensure that user requirements are met and that the network is performing at optimum levels (changes include router, switch, load balancer or SSL configurations, access lists, routing tables, etc.). Provides senior-level support for Data Center systems deployment, fault management and problem resolution in the most complex Data Center network environments supporting multiple VLANs and multiple servers. Makes appropriate changes to network configurations and/or works directly with the service providers to correct network problems. Provides senior level support for LAN, MAN, WAN, and Data Center design, management and monitoring. Requires a minimum of five (5) years senior level experience in LAN, MAN, WAN, and Data Center administration that includes a broad range of experience in networking support and a detailed understanding of network hardware and routing protocols.

Programmer Analyst I (Desktop & Distributed Technologies) - Analyzes functional business requirements and design specifications for developing programs for desktop and distributed environments which includes personal computers, client server environments, and browser-based or n-tier environments. Translates detailed design into computer software. Tests, debugs, and refines the computer software to produce the required product. Prepares required documentation, including both program-level and user-level documentation. Enhances software to reduce operating time or improve efficiency. Primary skill sets include knowledge of SOLARIS and Windows operating systems; Oracle and Microsoft SQL Server databases; Microsoft Visual Studio .NET and Oracle Internet Development tools; Visual Basic, Java, and .NET programming languages; Visual Basic Script, JavaScript, JSPs, EJBs, XML, and HTML. Secondary skill sets include knowledge of Microsoft's Internet Information Server (IIS), Secure Socket Layers (SSL) to provide the functionality of encryption and decryption of data; Object Oriented and UML methodologies; knowledge of other State software standards for desktop and distributed systems. Requires a minimum of 1 year of current experience in this job class.

Programmer Analyst II (Desktop & Distributed Technologies) – Defines and analyzes functional business requirements for designing and developing programs for desktop and distributed environments which includes personal computers, client server environments, and browser-based or n-tier environments. Develops design specifications and/or translates detailed design specs into computer software. Tests, debugs, and refines the computer software to produce the required product. Prepares required documentation, including both program-level and user-level documentation. Troubleshoots and enhances software to reduce operating time or improve efficiency. Primary skill sets include knowledge of SOLARIS and Windows operating systems; Oracle and Microsoft SQL Server databases; Microsoft Visual Studio .NET and Oracle Internet Development tools and Oracle Application Server; J2EE and .NET architectural frameworks; Visual Basic, Java, and .NET programming languages; Visual Basic Script, JavaScript, JSPs, EJBs, XML, and HTML. Secondary skill sets include knowledge of Microsoft's Internet Information Server (IIS), Secure Socket Layers (SSL) to provide the functionality of encryption and decryption of data; Object Oriented and UML methodologies; knowledge of other State software standards for desktop and distributed systems. Requires a minimum of 2 years of current experience in this job class.

Programmer Analyst III (Distributed Technologies) – Provides senior technical leadership, guidance, and support in the design, development, and deployment of complex applications in distributed computing environments. Architects applications considering the business and technical requirements necessary to satisfy the project/program objectives. Coordinates with other architectural and technical infrastructure staffs for providing input into technical decisions affecting specific projects as well as the State's enterprise distributive computing environment.
Uses current application architecture design and development concepts, methodologies, and tools resulting in quality, stable, and maintainable computer software. Tests, debugs, and refines the computer software to produce the required product. Prepares required documentation, including both program-level and user-level documentation. Troubleshoots and enhances software to reduce operating time or improve efficiency. Primary skill sets include knowledge of SOLARIS and Windows operating systems; Oracle and Microsoft SQL Server databases; Microsoft Visual Studio .NET and Oracle Internet Development tools and Oracle Application Server; J2EE and .NET architectural frameworks; Visual Basic, Java, and .NET programming languages; Visual Basic Script, JavaScript, JSPs, EJBs, XML, and HTML. Secondary skill sets include knowledge of Microsoft's Internet Information Server (IIS), Secure Socket Layers (SSL) to provide the functionality of encryption and decryption of data; Object Oriented and UML methodologies; knowledge of other State software standards for desktop and distributed systems. Requires a minimum of 3 years of current experience in this job class.

Project Manager - Provides competent leadership and responsible direction through successful performance of a variety of detailed, diverse elements of project management. Directs completion of tasks within estimated time frames and budget constraints. Schedules and assigns duties to project team, comprising State technical and

program staff as well as contractors from one or more firms. Enforces work standards and reviews/resolves work discrepancies to ensure compliance with project requirements. Reports in writing and orally to State management as necessary. Requires an extensive background in managing large, complex projects with outstanding interpersonal and communication skills.

Senior Enterprise Systems Designer - Designs the data center infrastructure relating to enterprise service delivery. This could include networks (routers, switches; connectivity, and wiring), IP address configuration and management, firewalls, servers (e.g. Unix, Sun Solaris, Microsoft Windows, and NetWare), SAN, tape backup systems, disk to disk archival systems, and data bases such as SQL and Oracle. The person would need to gather requirements, design and create an implementation plan around the requested technology or solution. This senior level person must have excellent written and verbal communication skills, have IT project management experience and be able to work directly with multiple levels of staff and management. Taking initiative, having an enterprise view and being results focus are expected. Experience of 5 to 10 years in network or data center design would be preferred.

Solutions Architect - Leadership role that will be accountable for architecting and designing comprehensive solutions that meet the State of Tennessee's business requirements on high-impact projects. Partners with key roles (e.g. project managers, business analysts, etc.) to create well-defined solutions that are aligned to the State's IT Strategy and leverages common solutions and services, to meet key project goals. Within the solution development lifecycle, this role will be responsible for solution evaluation and selection, buy vs. build decisions, early-phase project estimates which contribute to the business case, and high level design. This role will provide guidance and architectural oversight during the detailed design, build, test and deploy phases. Requires a minimum of 5 years of current experience in this job class with excellent interpersonal and communication skills.

System Administrator - Provides installation, maintenance, technical and customer support for desktop/workstation and mid-level (including LAN and WAN network application and client server) systems and related software. Installs, configures, and supports system and user application software and provides upgrades of this software. Identifies peripherals to the systems and performs maintenance on these devices. Schedules and performs system maintenance activities such as performance monitoring, system tuning, data storage configuration and reorganization, and system backups. Executes application and maintenance batch jobs. Defines, establishes, and enforces security access to desktop/workstation and mid-level systems and applications. In most cases, serves as primary contact with software vendors' technical support areas. Analyzes system problems, selects appropriate solutions, and implements corrective actions. Provides basic user training on user application software. As necessary, documents system support and maintenance processes and procedures. Primary skill set comprises basic familiarity with computer hardware and software installation and troubleshooting, with specific experience installing and supporting the following products: UNIX, Sun Solaris, Microsoft Office Suite (Standard), Microsoft Windows, Microsoft Windows NT Server, Microsoft Internet Explorer, NetWare, Netscape, Oracle, 3270, IBM Personal Communications/3270 Procomm Plus, Ethernet Adapter, and Token Ring Adapter. Secondary skill set comprises GroupWise, TCP/IP, and knowledge of all other Departmental/Desktop hardware and software standards. Requires a minimum of 1 year of current experience in this job class.

Systems Analyst - Analyzes and documents requirements for information systems. Develops and/or oversees plans for automated data processing systems from project inception to conclusion. Constructs data models and activity/process models as may be required to define system functions. Coordinates closely with programmers to ensure proper implementation of program and system specifications. Develops, in conjunction with functional users, system alternative solutions. Provides support for the installation, testing, implementation, and ongoing maintenance of information systems. Conducts and documents the results of special studies dealing with systems and/or business process issues. Requires a minimum of 3 years of current experience in this job class with excellent interpersonal and communication skills.

Systems / Applications Architect – High-level designer of a system to be implemented. Establishes the basic structure of the system, defining the core design features that are hard to change later. Provides the vision for where the system needs to go and strive to maintain its integrity as it evolves. Provides continuity in all major application solution decisions. Responsibilities include: defining the application architecture, resolving high-level functional issues, coaching the Application Engineer team in the development of the application solution on a

Package Integration project, and guiding the Functional Specialist team in the development of the packaged application solution. Requires a minimum of 3 years of current experience in this job class.

WAN Project Manager – Responsible for complex wide area network (WAN) project management and technical work involving the analysis of network requirements, network design, and WAN solution performance monitoring. Provides senior level support for identifying end user business requirements; designing technical solutions to meet those requirements; developing project proposals, costs benefit analyses, and cost models for the project; managing projects to implement solutions; and providing senior level technical support for project deployment and on-going operations. Coordinates communication on projects, including written status reports, oral briefings, and technical or management meetings. Requires a minimum of five (5) years experience in WAN administration, including three (3) years experience managing WAN technology projects.

Web Based Training (WBT) Developer – The WBT Developer must have 5 or more years experience developing computer based training (CBT) and web based training (WBT). The developer must use Instructional Design principles to develop the course. The developer must program the interactive training using software from Adobe and Macromedia, including Authorware, DreamWeaver, Flash, Captivate, and Photoshop or TechSmith's Camtasia Studio. The developer must be able to implement the WBT using Oracle iLearning or other Learning Management Software (LMS). SCORM and AICC compliance experience is preferred. This WBT Developer position is a one-person development effort – including design, programming, graphic creation, and implementation.

Web Designer - Develops layout of HTML/Javascript based User Interfaces. Develops graphic elements for use in HTML/Javascript based interfaces. Develops client side Javascript for use in front end user interfaces. Required skills include: Experience with UI design and information architecture principles, and testing. Experience with cross-browser web development using web standards (XHTML, CSS, Javascript/ECMAScript, DOM, XML). Experience with creation of graphic elements using state standard tools. Familiarity with Section 508 accessibility standards for web user interfaces. Experience with cross-browser Javascript development and the W3C DOM level 1 and level 2. Experience with Macromedia Flash & Actionscript development. Experience with XML and dynamic XML processing in Javascript (XMLHttpRequest object). Requires a minimum of 2 years of current experience in this job class.

NOTE: The above skill sets are not intended to be all-inclusive for individual assignments. It will not be unusual for a Statement of Work (SOW) to require specific experience within these definitions and the State's overall Technical Architecture. For example a SOW may require an analyst or programmer with specific experience on accounting applications; or another may require an analyst who has specific experience in writing User Manuals; still another may require a project manager who has led teams involved in welfare systems activities; and so forth.

DRAFT STATEMENT OF WORK (SOW)

SOW No:	EI1961 - 099		ITPRO.09
Department:	CHILDREN'S SERVICES	Date:	05/18/2009
Contact Name:	JERRY SMITH	Telephone:	(615) 741-9999
Contact Position:	Director of Facilities Mgmt and Staff Administration	Fax:	(615) 532-9411
Contact Address:	ANDREW JACKSON BLDG., 14TH FLOOR	Email:	JERRY.SMITH@STATE.TN.US
	500 DEADERICK STREET		
	NASHVILLE, TN 37243		

Management Cost Center:	16C - Agency Managed 16C
Official Station (Main Project Site):	Nashvi7lle, TN
Task Description:	VENDORS: DO NOT SUBMIT CANDIDATES WITHOUT THE REQUIRED EXPERIENCE. Please note: Candidates proposed for this SOW MUST be strong Statewide Automated Child Welfare Information System (SACWIS) Business Analysts. The ideal candidate has two+ years experience working with multiple states in the analytical definition and design of SACWIS environments. The Vendor will provide an Information Technology professional who has strong business analytical skills, and who can work closely with agency program staff to determine business rules, define application requirements, complete system design documentation, and provide positive leadership for the entire SACWIS design and development staff. The standard work week for this assignment shall be 37.5 hours.
Additional Information:	• In-State travel may be required to/from remote location(s) in support of State agencies. Compensation will be consistent with State Travel Regulations, however, State transportation will not be provided. • Overtime will be worked as deemed necessary by the State's project director. • Assignments may include on-call, overtime work, holidays, and weekends. • The company supplying the contractor to work in this area will be ineligible to Propose work on any RFP resulting from this contractor's work. • Resumes, must reflect specific experience by job (dates of experience and type of experience, not a summary statement) to meet minimum requirements as stated under Skill Requirements and Additional Qualifications to be considered for an interview.
Title:	BUSINESS ANALYST III
Fiscal Officer Approval:	I hereby certify that my Agency Fiscal Officer has approved funding for this SOW.

Project Begin Date:	06/21/2009	Project End Date:	02/28/2010
Contractor's Project Offer is due in State offices by the following date:			05/31/2009
SOW No:	EI1961 - 099		

SOW No:	EI1961 - 099	Job Classification:	BUSINESS ANALYST III - BUS ANA III	Personnel Required:	1

Basic Skills Required		Experience	Within last
	Must have experience formulating alternative solutions to satisfy requirements, which may involve business process reengineering.		
	Must have experience facilitating sessions to gather and document requirements and explore solutions.		
	Must have experience working independently and as a member of a team.		
	Must have experience analyzing and documenting business requirements and processes.		
	Must possess superior organizational and written/verbal communication skills.		
	Must possess exceptional verbal and written communication skills, with the ability to communicate effectively with technical and non-technical senior management and line staff.		
	Must have experience that demonstrates the ability to work effectively with all levels of state staff from clerical through agency executive management.		
	Must have exceptional experience conducting interviews.		
	Must have experience negotiating with staff at various levels.		

Additional Skills Required		Experience	Within last
	Must have excellent knowledge of SACWIS requirements. Knowledge will be evaluated during interview process.	2 years	current
	Must have diverse background with strong experience and excellent knowledge in multiple SACWIS environments and states. Experience and knowledge will be evaluated during interview process.	2 years	current
	Must have excellent skills and experience working with child welfare program staff to define and document business rules and requirements. Skills and experience will be evaluated during interview process interview process.	2 years	current
	Must have excellent skills and experience working with other SACWIS analytical and development personnel. Skills and experience will be evaluated during interview process.	2 years	current

SOW No:	EI1961 - 099

DRAFT ITPRO CANDIDATE REFERENCE CHECK FORM

State Of Tennessee
ITPRO Personnel References

Vendor Information

Vendor Name:	Vendor Name
Reference Checked By:	Name
Reference Date:	99/99/9999

Candidate Information

Name of Candidate:	Candidate Name
Description of Project:	Description
Title on Project:	Title
Dates of Employment:	Dates
Primary Duties:	Duties

Reference Information

Company/Agency Name:	Name
Contact Person:	Company Contact
Title:	Title
Phone Number:	Phone
Relationship to Candidate:	(Supervisor, Colleague, Customer, Other)

How would you rate the applicant in the following categories?
Categories: (Please type the Proper Response – Fair, Good, Very Good, Excellent)

Quality of Work	Response
Technical Ability	Response
Communication Skills	Response
Problem Solving Skills	Response
Productivity	Response
Willingness to Take Direction	Response
Meeting Target Dates	Response
Initiative	Response
Attendance/Punctuality	Response
Team Attitude	Response

Would you rehire the candidate or recommend him/her for a position with your company? (Yes or No)

DRAFT MEMORANDUM OF UNDERSTANDING (MOU)

MOU #EIABC015

MEMORANDUM OF UNDERSTANDING
BETWEEN THE
STATE OF TENNESSEE
Department of CHILDREN'S SERVICES
and
ABC Enterprises, Inc.

This agreement, by and between the State of Tennessee, Department of CHILDREN'S SERVICES, hereinafter referred to as the "State" and **ABC Enterprises, Inc.**, hereinafter referred to as the "Contractor" is as follows:

The Contractor understands and agrees that this Memorandum of Understanding (MOU) is governed by the provisions of Department of Finance and Administration Contract Number **FA-00-00000-00**, hereinafter referred to as the "Master Contract". In the provision of services pursuant to this Memorandum of Understanding, the Contractor will conform to these provisions in their entirety. In the event of a conflict between the MOU (and its Addenda), and the Master Contract, the documents shall govern in the order of preference given in the Master Contract.

The following personnel will provide services as described in this MOU and Statement of Work Number EI1961-099, MOU End Date 02/28/2009:

BUSINESS ANALYST III - BUS ANA III	SSN	START DATE	DATE LEFT	RATE YR1	RATE YR2	RATE YR3
JOHN SMITH	999-88-7890	07/11/2009		$ 77.48	$ 78.21	$ 0.00

In no event shall the maximum liability of the State under this MOU exceed $ 104,598.00. For the services provided pursuant to this MOU, this amount shall constitute the MOU Project Price and the entire potential compensation due the Contractor for the services and all of the Contractor's obligations hereunder regardless of the difficulty, or materials or equipment required. The Contractor shall be compensated on an hourly, as-used basis.

Payments to the Contractor pursuant to this MOU will be made in accordance with the "Payment Terms" of the Master Contract. Invoices shall be submitted to:

Mr. Bill Beecroft
IT Professional Services Contract Administrator
16th Floor, Tennessee Tower
312 Rosa L. Parks Avenue
Nashville, Tennessee 37243-1510

The State may, at any time and for any reason, terminate this MOU in accordance with the provisions of the Master Contract.

This agreement may be modified only by a written amendment which has been executed and approved by the appropriate State officials as indicated below:

MOU Signature Page

SOW Number	EI1961
SOW Suffix	099

STATE OF TENNESSEE

DEPARTMENT OF CHILDREN'S SERVICES

MOU Number	EIABC015
MOU Suffix	001

Vendor	
Name	ABC Enterprises, Inc.
By	Thomas White
Title	Account Manager
Date	06/23/2009 01:10:42

Agency	
Name	CHILDREN'S SERVICES
By	JERRY SMITH
Title	Director of Facilities Mgmt and Staff Administration
Date	06/21/2009 09:52:30

Fiscal Officer	
Agency Name	CHILDREN'S SERVICES
By	JOE MONEY
Title	Children's Services Program Director 2
Date	06/21/2009 11:49:59

DEPARTMENT OF FINANCE AND ADMINISTRATION
OFFICE FOR INFORMATION RESOURCES

Contract Administrator	
By	BOB WATSON
Title	OIR Contract Administrator
Date	06/22/2009 04:44:25

F&A Computer System Action Sheet

MULTITRAK RESOURCE ACTION REQUEST (RAR)

CONTRACTOR VERSION

Required Fields in RED

Name: _____ Start Date: / /

SSN: _____ Allotment Code: _____

Phone #: ( ) _____ Division/Section: _____

INSTRUCTIONS:

1) The Multitrak Resource Form should be filled out as completely as possible.
2) The manager (or person completing the form) must obtain a RACF number from the Security Administrator.
3) All fields marked in RED must be completed.
4) In addition to all fields marked in RED, all ITPRO contractors must have: an MOU number, a company name, a billing rate and a contractor rate. (These fields will be provided by the OIR CA)

DATE SUBMITTED: / / **SUBMITTED BY:** _____ **PHONE #:** -

ADD: **CHANGE:** **DELETE:**

DESCRIPTION OF CHANGE (Describe any change, special instructions, etc.):

POOL (Example UA59): _____

EFFECTIVE DATE: / / **COST CENTER (Example 125, 127, etc.)** _____

POSITION TITLE (Person's job title): _____

RACF KEY: _____ **RATE:** **$ BILLING RATE** **$ CONTRACTOR RATE**

MOU # _____

STANDARD WORK WEEK **37.5** ☐ **40.0** ☐ **COMPANY NAME (Contract company name):** _____

SUPERVISOR: _____

Backup to Supervisor 1: _____

Backup to Supervisor 2: _____

MULTITRAK CAPABILITIES:
Please check the appropriate capability:

☐ AGENCY CONTRACTORS – who will only enter time.
☐ AGENCY CONTRACTORS – who will enter time, RFS's, but cannot approve RFS's
☐ AGENCY CONTRACTOR RESOURCE — Contractor assigned to an agency, whose time is entered by a timekeeper.

Acceptable Use Policy
Network Access Rights and Obligations
User Agreement Acknowledgement

The policy and form follow this page.

STATE OF TENNESSEE

Acceptable Use Policy
Network Access Rights and Obligations

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

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

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

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

Use and Prohibitions:

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

Prohibitions

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

B. Email

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

Prohibitions

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

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

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

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

C. Internet access

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

Prohibitions

- Using the Internet to access non-State provided web email services.
- Using Instant Messaging or Internet Relay Chat (IRC).
- Using the Internet for broadcast audio for non-business use.
- Utilizing unauthorized peer-to-peer networking or peer-to-peer file sharing.
- Using the Internet when it violates any federal, state or local law.

Statement of Consequences

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

Statement of Enforcement

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

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

STATE OF TENNESSEE
Acceptable Use Policy
Network Access Rights and Obligations
User Agreement Acknowledgement

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

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

Privacy Expectations

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

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

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

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

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

Tennessee Information Resources Architecture

The *Tennessee Information Resources Architecture* follows this page.