CONTRACT #2
RFS # 348.00-005
FA # Pending

Tennessee Bureau of Investigation (TBI)

VENDOR:
SENT Software, Inc.

Supplemental Documentation Required for Fiscal Review Committee

*Contact Name:	Nancy Myers	*Contact Phone:	744-4296
*Contract Number:	Not assigned yet	*RFS Number:	34800-00509
*Original Contract Begin Date:	May 1, 2009	*Current End Date:	April 30, 2014
Current Request Amendment Number: *(if applicable)*	N/A		
Proposed Amendment Effective Date: *(if applicable)*	N/A		
*Department Submitting:	TBI		
*Division:	Information Systems		
*Date Submitted:	2-27-09		
*Submitted Within Sixty (60) days:	Yes		
If not, explain:			
*Contract Vendor Name:	SENT Software		
*Current Maximum Liability:	$1,825,700		

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

FY:2009	FY:2010	FY:2011	FY:2012	FY2013	FY2014
$81,500	$456200	$363000	$319000	$326000	$280000

*Current Total Expenditures by Fiscal Year of Contract:
(attach backup documentation from STARS or FDAS 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:	N/A
IF surplus funds have been carried forward, please give the reasons and provide the authority for the carry forward provision:	N/A
IF Contract Expenditures exceeded Contract Allocation, please give the reasons and explain how funding was acquired to pay the overage:	N/A

*Contract Funding Source/Amount:	State:	1,676,500	Federal:	111,200
Interdepartmental:	38,000		*Other:*	

Supplemental Documentation Required for Fiscal Review Committee

If "*other*" please define:			
Dates of All Previous Amendments or Revisions: (*if applicable*)		Brief Description of Actions in Previous Amendments or Revisions: (*if applicable*)	
N/A			
Method of Original Award: (*if applicable*)			

Please provide the following information to the Fiscal Review Committee staff as soon as possible but not later than one week before the Committee's meeting at which your contract is scheduled to be heard.

You will be notified of the meeting schedule.

A detailed breakdown of the actual expenditures anticipated in each year of the contract, including specific line items, the source of funds (federal, state, or other--if other, please specify source), and the disposition of any excess funds.

The total amount of the contract will be for $1,825,700 over 5 years. All maintenance and support will be paid from state funding. The first year of maintenance and support will be $25,500 per month. The second year of maintenance and support will be $26,000 per month. The third year of maintenance and support will be $26,500 per month and the fourth year of maintenance and support will be $ 27,000. The final year's monthly maintenance and support will be $ 28,000. In the first year (FY 2009), the contingent milestone of the Adam Walsh requirements will be $30,500 paid by state funds. For fiscal year 2010, all milestones relating to enhancements to the system have been budgeted to be paid by federal funds. The TRUST enhancement milestone will be paid by the Department of Revenue by interdepartmental funds in FY 2010. FY 2011 includes up to $ 50,000 in change orders and the maintenance and support for that year. The remaining fiscal years (FY 2012, FY 2013, and FY 2014) only include maintenance and support payments.

A more complete breakdown is as follows:

FY 2009

Maintenance and Support (2 months @ $ 25,500/mo) **$ 51,000 + $ 30,500** (Adam Walsh contingent milestone)

Total amount for Fiscal year 2009 ***$ 81,500***—All state funds

FY 2010

Maintenance and Support (10 months @ 25,500/mo and 2 months @$26,000/mo) **$307,000** (all state funds) + Milestone Trust Enhancement **$ 38,000** (Interdepartmental Funds) + Milestone NSOPW Web Service Milestone $30,000 (federal funds) + TCHR Data Analysis Capabilities $ 38,700 (federal funds) + Milestone Disposition Message Key $ 25,000 (federal funds) + Milestone TICS Information Filter and Brady Indicator Flag $ 10,000 (federal funds) + Milestone N-DEX NIEM Data Mapping $ 7,500(federal funds)

Total of $ 111,200 all federal funds, $ 38,000 Interdepartmental funds, and $ 307,000 state funds for a total of ***$ 456,200*** for the fiscal year

FY 2011

Maintenance and Support (10 months @ $26,000/mo and 2 months @ $26,500/mo) $ 313,000 and up to $ 50,000 of change orders

Total of ***$ 363,000*** all state funds

FY 2012

Maintenance and Support (10 months @ $26,500 and 2 months @ $27,000)

Total of ***$ 319,000*** all state funds

FY 2013

Maintenance and Support (10 months @$27,000/mo and 2 months@ $28,000)

Total of ***$ 326,000*** all state funds

FY 2014

Maintenance and Support (10 months @$28,000) Total of ***$ 280,000*** all state funds

A detailed breakdown in dollars of any savings that the department anticipates will result from this contract, including but not limited to, reduction in positions, reduced equipment costs, travel, or any other item related to the contract.

Milestones:

NSOPW Web Service

Savings: Personnel time required currently to manually maintain data submissions to the National Sex Offender Web Portal

Benefits: Timely (real-time) and accurate information available nationwide regarding TN Sexual Offenders, conformance with NSOPW guidelines

Projected completion/billing: October 31, 2009 ($30,000)

NSOPW savings (personnel/maintenance) -- $3000-$5000 / year

Adam Walsh Requirements for SOR (IF REQUIRED)

Savings: Maintain conformance to federal guidelines and retain funding
Benefits: Final phase for TN SOR conformance to Adam Walsh guidelines
Projected completion/billing: June 30, 2009 ($30,500)

Adam Walsh – Potentially 10 % of Byrne Grant Funding ($760,000) (TBI is slated to receive 7.6 million in Byrne Grant Funding this year)

* TCHR Data Analysis Capabilities

Savings: Provides system for future computer based analysis of criminal history data, reducing personnel costs and future development costs related to individual CCH studies

Benefits: Faster and readily available criminal history analysis information for investigative, statistical, and reporting purposes

Projected completion/billing: late 2010 ($38,700)

TRUST Enhancements/Modifications

Savings: Effectively increases bandwidth on state message switch line to NCIC, reducing future need for upgrades and improvements, and reducing need for manual intervention of transaction errors, estimated value can be measured in terms of longevity of the state message switch and capacity of the state network for growth, which exceeds the length of the proposed contract.

Benefits: Simplifies interface to Title and Registration system. Distributes load between applications on the state switch system. Enhances response times and accuracy for Title and Registration transactions. Required upgrade to complete the interface to the new Title and Registration system

Projected completion/billing: July 1, 2009 (38,000)

Disposition Message Key

Savings: Decreases personnel time required for processing dispositions to NCIC/CJIS. Estimated as 1-2 days every 3 months for multiple technical personnel, plus time and costs required for manual submission of disposition information based on disposition cards manually entered into the criminal history system. Est. 2 technical/management staff 8 days per year for batch submissions, 1 records staff person 3-6 hours per week

Benefits: Automated entry of dispositions to NCIC is more accurate and less time consuming for records personnel

Projected completion/billing: January 31, 2010 ($25,000)

DSP Submission savings (personnel) -- $7000-$10000 / year

TICS Information Filter & Brady Indicator Flag

Savings: Increase in automated handling of sensitive or critical information related to firearms sales, reducing personnel costs required to maintain this information

Benefits: Provides accurate indication to national inquiries for firearms sales, restricts distribution of sensitive information related to firearms sales

Projected completion/billing: October 31, 2009 ($10,000)

N-DEX NIEM Data Mapping

Savings: Automated participation in the N-DEX system saves personnel costs to participate with manual information submissions

Benefits: Timely and accurate information submission to N-DEX system

Projected completion/billing: July 1, 2009 ($7,500)

Maintenance and Support:

It is difficult to place a cost savings on the system as it is a necessary system for the state's law enforcement agencies. A better measurement might be to ask what would be lost if the system is not constantly maintained and supported. The TBI feels that the public's safety could be severely compromised by not having the system with a 24 hour 7 day a week maintenance and support plan. The bulk of the contract is for the maintenance and support of the system. TBI does own the system, but did not create the system. SENT Software created the system and has an intimate understanding of the system that could not be obtained by other individuals.

A detailed analysis in dollars of the cost of obtaining this service through the proposed contract as compared to other options.

Attached please find an article estimating the cost to replace the state of Colorado's system which is substantially similar to our system. The price of the Colorado system would cost over $ 6,000,000 and that does not include the price of maintaining the system over a period of time. It is reasoned that it would cost the TBI at least that much to rebuild our system. Although the price of the maintenance on the system may appear to be quite a bit, the amount paid for maintenance and support for the level offered by SENT would be much higher in the information system industry. We currently pay over $ 40,000 per month for the maintenance and support of our AFIS which is owned by Motorola. SENT provides more support than Motorola.

Two other states' information are also included in the attachments. Arkansas is replacing its switch for $ 950,000 and Kansas has budgeted $ 570,000 to replace its switch. Both of these states are having to upgrade their systems because the switches are aged and have not been upgraded properly. Our switch is constantly upgraded with our maintenance and support agreement.

GRYPHON FINANCIAL

The aggressive, but controlled trade is the one that wins!

Home | About Us | Newsletter | Premium Services | Free Services | Advertise with Us | Services | Contact Us

New York / London / Beijing / Tokyo / Rome

Welcome
"The World's #1 Investment Newsletter"

International: 1-212-859-5088
Toll Free: 1-800-828-9921

Click Here to Register

Trading Seminars

Members Services | Login

- The Network
- Wall Streets Most Wanted
- The Traders Ring
- Master Doji Trader
- Platinum Stocks Commodities
- Hedge Fund trader
- Inner Circle
- more...

- About Us
- Members Only
- E-Alerts
- Portfolio
- Testimonials
- FAQ
- Privacy
- Disclaimer
- Affiliates
- Amazon Book Store

Gryphon (grif'in): With the head, foreclaws and wings of an eagle and the torso of a lion, The GRYPHON is a mythical animal that protects hidden treasures while symbolizing strength and vigilance.

Market Summary | Market Indexes | Market Movers | Market Sectors | ETF Screener
A-Z Stock Listings | Mutual Funds | Foreign Markets | CEO Wealthmeter | Currencies
Metals | Oil & Energy | Bank Rates | Treasury Rates | Calculators
MyWatchlist | My Portfolio

Enter symbol | Get Quote | Detailed Quote | Symbol Lookup

Analysts International and CPI Win State of Colorado Contract

Marketwire News Releases — Published: 12/04/07 11:00 AM EST

Six Million Dollar Project Will Replace the Colorado Crime Information System

Analysts International Corporation (ANLY), a leading systems integrator for State and Local Government, and Computer Projects of Illinois (CPI), a recognized leader in information sharing software systems for the law enforcement community, today announced they have signed a $6 million dollar contract to assist the Colorado Department of Public Safety in replacing the Colorado Crime Information System.

"Across our nation, public safety and criminal justice organizations face challenges when trying to share information -- and Colorado is taking decisive action to address these concerns," stated Elmer Baldwin, President and CEO of Analysts International. Skip Fogus, General Manager of the Analysts International Government Solutions Division, added, "Our goal is to implement the new Colorado Crime Information System in a centralized technology environment that effectively and efficiently shares critical statewide criminal justice information -- providing maximum service with minimal impact to existing operations."

"The existing Colorado Crime Information System was identified as a constraint to effective and efficient information sharing across criminal justice and public safety organizations," said Jim Lynn, Chief Information Officer, Colorado Department of Public Safety. "Analysts International provided the best solution to replace this system by leveraging their deep industry expertise and CPI's market-leading products. To receive the award, Analysts International and CPI scored the highest among all bidders in relation to factors such as cost effectiveness, quality, availability, resiliency, and agility," continued Mr. Lynn.

The new Colorado Crime Information System as designed by Analysts International will integrate CPI's OpenFox(TM) Product Suite within a Service Oriented Architecture, leveraging national standards such as the Justice Reference Architecture (JRA) and the National Information Exchange Model (NIEM).

"We are excited to help the Colorado Department of Public Safety in addressing their need to share comprehensive crime information and deliver operational cost savings," added Lorne Sawatzky, President of CPI. "Together with Analysts International, we will deliver a platform with improved system and data integrity, and give Colorado the agility to respond to change," continued Mr. Sawatzky.

About Analysts International

Headquartered in Minneapolis, Analysts International is a diversified IT services company. With sales and customer support offices in the United States and Canada, Analysts International provides information technology resources and solutions, including: Professional Services, which

DOW 10,000?

Play the short side of the market with the best!

MORE INFO

The Wolves of WallStreet

Visit Our BOOKSTORE

focuses on providing highly skilled placements; IT Resources Staffing, which is focused on providing reasonably priced resources to volume buyers effectively and on demand; and Technology Solutions, which provides network services, infrastructure, application integration, IP telephony and hardware solutions to the middle market. Analysts International's Symmetry Workforce Solutions(TM) offering is a flexible set of services that support a customer's supply chain management, ranging from resource allocation through billing and payment of suppliers. The company partners with best-in-class IT organizations, allowing access to a wide range of expertise, resources and expansive geographical reach. For more information, visit **www.analysts.com.**

About Analysts International Government Solutions Division

The Government Solutions Division of Analysts International is a leading systems integrator for State and Local Government, serving their unique needs for over 30 years. The Division helps government clients to share information across departments, agencies and jurisdictions, leveraging deep industry-specific knowledge and proven components. Possessing deep expertise in law enforcement, justice, public safety and homeland security, the Government Solutions Division focuses this knowledge to help solve business and technology issues associated with information sharing, interoperability, system integration, information workflow and continuity of operations.

About Computer Projects of Illinois, Inc.

Computer Projects of Illinois, Inc. (CPI), with its headquarters in Bolingbrook, IL, is the proven leading provider of information sharing software systems that safeguard the public and the officers sworn to protect it. CPI is unique in its core focus on the law enforcement and criminal justice community as exemplified by the fact that the company services almost one half of the law enforcement users within the United States. CPI has earned its leadership position through the success of its OpenFox information sharing system, the most popular "information broker" system of its kind. CPI maintains its leading position through rapid system development and implementation, dedicated technical support and outstanding customer service. CPI's market leading OpenFox(TM) Product Suite is comprised of the OpenFox(TM) Message Switching System, OpenFox(TM) Desktop Client Software, OpenFox(TM) HotFiles, OpenFox(TM) On-Line Validations, OpenFox(TM) Archive & Retrieval, OpenFox(TM) Sex Offender Registry and OpenFox(TM) Criminal History System.

Analysts International Contact:
Al Galgano
Marian Briggs
Padilla Speer Beardsley
(612) 455-1700

CPI Contact:
David James Group
David Laurenzo
+1 630.305.0003
Email Contact

Become a more successful investor!

GET 2 BONUS WEEKS

SUBSCRIBE TODAY

INVESTOR'S BUSINESS DAILY

MARKETWIRE NEWS RELEASES

Today

07:59 PM Inscape Corporation Announces Third Quarter Results

07:57 PM The Keg Royalties Income Fund Announces March 2009 Cash Distribution

07:55 PM Storkie Express Announces Expansion of Communion Invitations Collection

07:48 PM Teekay and Merrill Lynch Agree to Develop Kitimat FLNG

07:44 PM TCW Energy Partners to Announce on March 16, 2009 Annual Results and Distribution

07:32 PM New Distributors Appointed by MVTS Technologies

07:25 PM TCW Chief Global Strategist Komal Sri-Kumar to Explore Financial Crisis and Suggestions for Exit

07:18 PM Epicurean Wayfare, Boston's Most Exclusive Travel Firm, Halts Business for Restructuring

06:52 PM People for Equality and Relief in Lanka (PEARL) Reports 38 Congressional Offices Designate Sri Lanka 'Red Alert' for Genocide; Notably Do Not Support U.S. PACOM-Led Evacuation

06:47 PM Health System Reform Must Include Workforce Planning

06:37 PM Abraham, Fruchter & Twersky, LLP Announces Filing of Class Action Lawsuit Against Barclays Bank PLC

06:32 PM Job Seekers Gain Significant Edge From New Certified Resume

06:10 PM SMART Modular Technologies (WWH), Inc. Schedules Earnings Conference Call to Announce Financial Results for Its Second Quarter, Fiscal 2009

06:07 PM ITVS International Announces the Return to PBS WORLD of the International Documentary Series "Global Voices"

06:00 PM Green Plains Renewable Energy, Inc. Announces Addition to Board of Directors

05:51 PM D&E Entertainment Brings Rock to the Digital Stage

05:49 PM Infonetics Research: GPON market share race heats up, with Motorola challenging leader Alcatel-Lucent

05:48 PM Tyson Foods Donates 12 Million Pounds of Food in Fiscal 2008

05:43 PM Paramount Energy Trust Files Annual Information Form and Form 40-F for the Year Ended December 31, 2008

05:41 PM Applied Digital Technologies, Inc. (ADTI) Awarded $12M Contract by Med-Benefits Direct

05:28 PM "The Living Matrix" London Premiere Sold Out

05:25 PM Grey Horse Reports 2008 Results

05:12 PM Middlesex Water Company Reports 2008 Financial Results

05:10 PM Futuremed Announces Fourth Quarter and Fiscal 2008 Results

05:00 PM Teachers Can Get Their Own Backstage Pass to History at The Henry Ford

04:58 PM You Can Change the World as a UNICEF Junior 8 Leader

04:55 PM Sprott Asset Management (SAM) Announces the Launch of the Sprott Gold Bullion Fund

04:52 PM International Nickel Ventures Corporation Reports 2008 Results and Provides Exploration Update

04:49 PM Automatic Defrag: Reducing Hours of Troubleshooting Time

04:43 PM Actel Confirms First Quarter 2009 Guidance

More Press Releases From Marketwire News Releases

Powered By: **FinancialContent Services, Inc.**
Nasdaq quotes delayed at least 15 minutes.
NYMEX & COMEX data is delayed at least 30 minutes.
All other data is delayed at least 20 minutes.
By accessing this page, you agree to the following terms and conditions.
Investing News provided by MarketMinute.com
Conference calls info supplied by OpenCompany
Fundamental data supplied by Mergent, Inc.
Stock quote data supplied by Telekurs

© 2007 All rights reserved.

Site by LightMix

Appropriation Bill Drafting ProgramVersion XP 1.0Converted to Office XP **SB262**
02-01-2005 11:31 TCW051

Stricken language would be deleted from and underlined language would be added to the law as it existed prior to this session of the General Assembly.

02-01-2005 11:31 TCW051
State of Arkansas
85th General Assembly A Bill
Regular Session, 2005 262

For An Act To Be Entitled

AN ACT TO MAKE AN APPROPRIATION TO THE FOR AN UPGRADE TO THE MESSAGE SWITCH PROCESSOR; AND FOR OTHER PURPOSES.

Subtitle

AN ACT FOR THE ARKANSAS CRIME
INFORMATION CENTER - UPGRADE TO THE
MESSAGE SWITCH PROCESSOR APPROPRIATION.

BE IT ENACTED BY THE GENERAL ASSEMBLY OF THE STATE OF ARKANSAS:

SECTION . APPROPRIATIONS - MESSAGE SWITCH PROCESSOR. There is hereby appropriated, to the , to be payable from the , the following:

(A) For costs associated with an upgrade to the message switch processor, the sum of .....$950,000.

SECTION . DISBURSEMENT CONTROLS. (A) No contract may be awarded nor obligations otherwise incurred in relation to the project or projects described herein in excess of the State Treasury funds actually available therefor as provided by law. Provided, however, that institutions and agencies listed herein shall have the authority to accept and use grants and donations including Federal funds, and to use its unobligated cash income or funds, or both available to it, for the purpose of supplementing the State Treasury funds for financing the entire costs of the project or projects enumerated herein. Provided further, that the appropriations and funds otherwise provided by the General Assembly for Maintenance and General Operations of the agency or institutions receiving appropriation herein shall not be used for any of the purposes as appropriated in this act.

(B) The restrictions of any applicable provisions of the State Purchasing Law, the General Accounting and Budgetary Procedures Law, the Revenue Stabilization Law and any other applicable fiscal control laws of this State and regulations promulgated by the Department of Finance and Administration, as authorized by law, shall be strictly complied with in disbursement of any funds provided by this act unless specifically provided otherwise by law.

SECTION . LEGISLATIVE INTENT. It is the intent of the General Assembly that any funds disbursed under the authority of the appropriations contained in this act shall be in compliance with the stated reasons for which this act was adopted, as evidenced by the Agency Requests, Executive Recommendations and Legislative Recommendations contained in the budget manuals prepared by the Department of Finance and Administration, letters, or summarized oral testimony in the official minutes of the Arkansas Legislative Council or Joint Budget Committee which relate to its passage and adoption.

SECTION . EMERGENCY CLAUSE. It is found and determined by the General Assembly, that the Constitution of the State of Arkansas prohibits the appropriation of funds for more than a two (2) year period; that the effectiveness of this Act on July 1, 2005 is essential to the operation of the agency for which the appropriations in this Act are provided, and that in the event of an extension of the Regular Session, the delay in the effective date of this Act beyond July 1, 2005 could work irreparable harm upon the proper administration and provision of essential governmental programs. Therefore, an emergency is hereby declared to exist and this Act being necessary for the immediate preservation of the public peace, health and safety shall be in full force and effect from and after July 1, 2005.

Department	Project Name	Project Cost	Est. 3 Future Yrs of Operational Cost	Funding Source for Project Cost	Percentage	Page
HEALTH POLICY AUTHORITY						
	Project Name	**Project Cost**	**Est. 3 Future Yrs of Operational Cost**	**Anticipated Funding Source for Project Cost**	**Estimated Planning Start/Close Out End**	**Page**
Planned-New	***Eligibility/Enrollment System***	$15,000,000 - $20,000,000	$6,000,000	To Be Determined	1/08 1/10	149
Planned-New	***Health Information Exchange***	$250,000 - $500,000	$300,000	To Be Determined	To Be Determined	150
Planned-New	***Premium Assistance***	To Be Determined	To Be Determined	To Be Determined	1/08 – 1/09	151
HIGHWAY PATROL, KANSAS						
Approved-New	**Kansas Law Enforcement Reporting System**	$553,997	$225,000	2007 SADIP 2008 SaDIP	19% 81%	132
Active	Mobile Data Units	$1,936,776	$237,344	SaDIP Grant PRISM Grant Interdiction	5% 26% 69%	29
Active	TRCC – Acquire and Implement Commercial Vehicle Information Exchange Window	$498,489	$63,050	CVIEW Grant	100%	31
	Project Name	**Project Cost**	**Est. 3 Future Yrs of Operational Cost**	**Anticipated Funding Source for Project Cost**	**Estimated Planning Start/Close Out End**	**Page**
Planned	E-Citation – TRCC and KCJIS	$1,443,400	$300,000	TRCC – 100%	7/07 – 5/10	152
INVESTIGATIONS, KANSAS BUREAU OF						
Active	Central Message Switch Client Software Replace	$528,322	$563,700	SGF	100%	33
Completed	Automated Fingerprint Identification System Replacement (AFIS)	$3,748,800	$380,149	Homeland Security Grant Program	100%	98
Completed	Offender Missing Person Application II	$412,312	$0	Federal Grant State Grant	73% 27%	101
	Project Name	**Project Cost**	**Est. 3 Future Yrs of Operational Cost**	**Anticipated Funding Source for Project Cost**	**Estimated Planning Start/Close Out End**	**Page**
Planned-New	**Central Message Switch Upgrade**	$575,000	$240,000	To Be Determined	7/08 – To Be Determined	154
Planned-New	**Kansas Incident Based Reporting Replacement**	$625,000	$225,000	To Be Determined	7/08 – To Be Determined	155
JUVENILE JUSTICE AUTHORITY						
	Project Name	**Project Cost**	**Est. 3 Future Yrs of Operational Cost**	**Anticipated Funding Source for Project Cost**	**Estimated Planning Start/Close Out End**	**Page**
Planned–New	**Juvenile Justice Information System Re-write**	To Be Determined	To Be Determined	To Be Determined	7/09 – 6/11	153

081607

FAX/EMAIL TRANSMITTAL

to Request OIR Procurement Endorsement

TO :	Jane Chittenden, Director OIR Procurement & Contract Management	FAX # 741-6164
FROM :	Nancy Myers, Staff Attorney	FAX # 744-4656
DATE :	2-27-09	
RFS #	34800-00509	
RE :	Procurement Endorsement — Maintenance, Support, and Enhancements for TIES and TCHR	

INFORMATION SYSTEMS PLAN PROJECT: N/A

NUMBER OF FAX PAGES (including cover) : N/A FOR EMAIL

The nature and scope of service detailed in the attached service procurement document(s) appears to require Office for Information Resources (OIR) review and support, because the procurement involves information technology or information systems services.

This communication seeks to ensure that OIR is aware of the procurement and has an opportunity to review the matter. Please determine whether OIR is supportive of the procurement. If you have any questions or concerns about this matter, please call Nancy Myers at 615.744.4296.

Please indicate below your response to this proposed procurement, and return this communication at your earliest convenience (note the return FAX number above).

Thank you for your help.

Attachment(s)

Must include the entire contract or amendment document and where applicable, the non-competitive contract or amendment request form. The original contract and any prior amendments that were applied to the same section of the contract must be provided with an amendment. Electronic copies of the contract, amendments, and request form without signature are acceptable.

RFP documents must be provided in electronic form.

OIR Endorsement :

OIR Chief Information Officer **Date**

TENNESSEE BUREAU OF INVESTIGATION
901 R.S. Gass Boulevard
Nashville, Tennessee 37216-2639
(615) 744-4000
Facsimile (615) 744-4500
TDD (615) 744-4001

PHIL BREDESEN
GOVERNOR

MARK GWYN
DIRECTOR

RECEIVED
MAR 10 2009
FISCAL REVIEW

March 9, 2009

Leni Chick, Contract and Audit Coordinator, Fiscal Review Committee
8th Floor, Rachel Jackson Bldg.
320 Sixth Avenue North
Nashville, TN 37243

RE: Non-Competitive Contract Request for Contract between TBI and SENT Software

Dear Ms. Chick:

Please find attached documents not included with the original request submitted on February 27, 2009. Attached you will find the summary sheet, OIR approval, and the Supplemental Documentation form.

The contract requested is for a term of five years and is for $ 1,825,700. It provides for the maintenance and support of the TIES and TCHR systems, as well as enhancements to the existing systems. TIES is the Tennessee Information Enforcement System and is considered the central brain of all TBI's databases. Also known as the "switch", TIES is able to take a request submitted by state or local authorities and relay it to the proper database, search the database, and return the information found to the requesting agencies all within a matter of seconds. This system is obviously crucial to every law enforcement agency in the state.

The other system is TCHR and is the Tennessee Criminal History Repository. This is the state's criminal database on all arrests, and the disposition of those arrests, that occur within the state of Tennessee of which fingerprint cards are submitted to the TBI. Previously, TIES and TCHR have had separate maintenance and support agreements, however, since the two systems are closely related, TBI is requesting that both be combined into one contract. Enhancements to the systems include: NSOPW Web Service, TCHR data analysis capabilities, TRUST Enhancements, Disposition Message Key, TICS Information Filter and Brady Indicator Flag, and N-DEX NIEM Data Mapping. Another enhancement includes Adam Walsh requirements on the SOR (sex offender registry) contingent upon juvenile registration mandated by the Adam

Walsh bill being passed in Tennessee. Currently, there are "Walsh" bills pending in the legislature.

SENT Software has provided this service to the TBI since 2001. SENT provides 24 hour a day, 7 day a week maintenance on the systems. Several SENT employees are permanently stationed at TBI performing daily maintenance and support tasks, as well as working on enhancements on the systems.

The funding from this project includes both federal and state dollars. The breakdown is as follows: Maintenance and Support comes from state dollars, TRUST enhancements will be paid by the Department of Revenue, any Walsh requirements will be paid by state dollars, and all other enhancements will be paid through federal grant funds.

If you have any other questions, please contact me at 744-4296.

Sincerely,

Nancy B. Myers

Nancy B. Myers
Staff Attorney

CONTRACT COVER

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

RFS Tracking #	Edison Contract ID #
34800-00509	N/A—TBI is wave 2 agency and is not using Edison yet.

Service Caption	Delegated Authority Requisition ID # (ONLY if applicable)
Upgrade, Maintenance and Support for TIES (Tennessee Information Enforcement System) and TCHR (Tennessee Criminal History Repository)	

Contractor	Contractor FEIN or SSN
SENT Software, Inc.	☒ C- or ☐ V-

Begin Date	End Date	Subrecipient or Vendor	CFDA #(s)
May 1, 2009	April 30, 2014	☐ Subrecipient ☐ Vendor	

FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
09	81,500				81,500
10	307,000	111,200	38,000		456,200
11	363,000				363,000
12	319,000				319,000
13	326,000				326,000
14	280,000				280,000
TOTAL:	1,676,500	111,200	38,000		1,825,700

— OCR Use —

Procuring Agency Contact & Telephone #

Brian Senecal, Fiscal Director 744-4112

Procuring 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

Contractor Ownership/Control

☐ African American ☐ Person w/ Disability ☐ Hispanic ☐ Small Business ☐ Government
☐ Asian ☐ Female ☐ Native American ☒ NOT Minority/Disadvantaged ☐ Other

Contractor Selection Method

☐ RFP ☐ Competitive Negotiation * ☐ Alternative Competitive Method *
☒ Non-Competitive Negotiation * ☐ Other *

***Procurement Process Summary**

Although TBI owns the TIES and TCHR system, the contractor built the system and has an intimate understanding of all of the workings of the system. It would be extremely difficult for a new vendor to learn the intricacies of the system and be able to respond if the system went down. The risk to public safety if the system were to crash could be very great.

NON123008

NON-COMPETITIVE CONTRACT REQUEST:

Tennessee Bureau of Investigation
901 R.S. Gass Blvd.
Nashville, TN 37211

APPROVED

Commissioner of Finance & Administration

1) RFS #:	34800-00509
2) Procuring Agency:	Tennessee Bureau of Investigation
3) Service Caption:	Maintenance, Support, and Enhancements for the Tennessee Information Enforcement System and for the Tennessee Criminal History Repository
4) Proposed Contractor:	SENT Software, Inc.
5) Contract Start Date: (attached explanation required if < 60 days after F&A receipt)	May 1, 2009
6) Contract End Date: (if ALL options to extend the contract are exercised)	April 30, 2014
7) Maximum Cost: (if ALL options to extend the contract are exercised)	$ 1,825,700
8) 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

9) Description of Service to be Acquired:

Maintenance, Support, and Enhancements for the Tennessee Information Enforcement System (TIES) switch and for the Tennessee Criminal History Repository.

10) Explanation of the Need for or Requirement Placed on the Procuring Agency to Acquire the Service:

The System must be maintained to keep it up and running. SENT provides on site maintenance and support and is available twenty-four hours a day, seven days a week.

11) Explanation of Whether the Procuring Agency Bought the Service in the Past, & if so, What Procurement Method It Used:

The software and software support for TIES and the TCHR was originally purchased from Paradigm4 and subsequently became Sent Software, Inc. It was procured through an RFP process. Paradigm4 went bankrupt and several employees started their own company, Sent Software, Inc. Sent Software, Inc., was allowed to take over the contract by way of a Rule Exception Request and Justification in August of 2001. Subsequently, non-competitive contracts were approved for several services. For the last few years TCHR and TIES contracts have been separate, but it is logical that the two services are closely related and should be combined into one contract.

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

Seth Lowrey is the principal owner and the place of business is : 1145 Martha Leeville Road, Lebanon, TN 37090.

13) Evidence of the Proposed Contractor's Experience and Length of Experience Providing the Service:

Sent Software, Inc. employs the original authors of the code and integrators of the current system. The employees of Sent Software, Inc. are uniquely qualified to continue the service. Sent Software, Inc. has provided services since August 2001.

14) 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**

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

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

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

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

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

Because of the unique circumstances surrounding the maintenance and support of the system, no other procurement method would be practical.

18) Justification of Why the State Should Use Non-Competitive Negotiation Rather Than a Competitive Process :
(Being the "only known" or "best" service provider to perform the service as desired will not be deemed adequate justification.)

Neither a new switch nor a new TCHR database is needed. The current system or switch for the TIES network has done an excellent job and is property of TBI, as is the TCHR database. All that is needed is maintenance, support and enhancement for the systems. The switch is an extremely complicated program and another vendor would have a difficult, if not impossible time understanding the process. It is possible that another vendor could provide a new switch and maintenance for the new switch, but this would add a great expense in purchasing the new pieces of hardware and software, as well as training expenses. Also, this system is heavily relied on by all law enforcement agencies within the state and a new system may not work as well as the system currently in place.

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

2/27/09

CONTRACT
BETWEEN THE STATE OF TENNESSEE,
TENNESSEE BUREAU OF INVESTIGATION
AND
SENT SOFTWARE, INC.

This Contract, by and between the State of Tennessee, TENNESSEE BUREAU OF INVESTIGATION, hereinafter referred to as the "State" and SENT SOFTWARE, INC., hereinafter referred to as the "Contractor," is for the provision of upgrading, maintenance and support of the TIES message switch and the TCHR (Tennessee Criminal History Repository), as further defined in the "SCOPE OF SERVICES."

The Contractor is A FOR-PROFIT CORPORATION.
Contractor Federal Employer Identification or Social Security Number: 621848106-00
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. The Contractor shall be responsible for the maintenance and support for the Tennessee Criminal History Repository (TCHR), including the Tennessee Information Enforcement System (TIES) Message Switching System and the TIES on-line testing and certification system. The TCHR includes the following databases: Computerized Criminal History (CCH), State of Tennessee Orders of Protection (STOP), Sexual Offender Registry of Tennessee (SOR) and Missing Children of Tennessee (MCOT). TIES is a computer system that provides ingress to state and federal information which is utilized by law enforcement agencies to provide information critical to public safety. TIES allows a query to be made by law enforcement and it answers the query by selecting the database that houses the information, collects the information, and sends it back to the entity requesting the information. The system architecture is based on Web Services technology and XML, and includes both a production and pre-production environment.

A.3. Sexual Offender Registry of Tennessee (SOR) enhancements and modifications:

The Contractor shall provide an interface that integrates (SOR) updates to the National Sexual Offender Public Website (NSOPW) in real-time, using web services and the National Information Exchange Model (NIEM) XML data format.

The Contractor shall enhance the SOR to incorporate the remaining components of the Adam Walsh Act, as enacted by the state legislature. This includes SOR juvenile offender registration and the adoption of a three-tier registration classification.

A.4. The Contractor shall enhance the TCHR data analysis capabilities by creating an index of data that applies to common analysis scenarios, including event date, agency, county, state region, final event category (arrest, disposition, final disposition/custody), charge information (offense code, offense description), charge/offense classification (based on known factors including stated classification, offense codes, and charge description where specified precisely), and disposition (no disposition, convicted) as well as other information required for analysis.

An additional cross reference capability based on fingerprint record submissions with similar index characteristics shall also be included in the index. The index will establish a faster, straightforward analysis mechanism with cross-reference into full record information for each criminal history record. New analysis reports shall be created based on the index to allow faster, easier retrieval of analysis data based on the common scenarios of time, event category, location, and charge information.

A.5. The Contractor shall develop program modifications and database changes for the Tennessee Information Enforcement System (TIES) web services to redirect NCIC Stolen Vehicle (QV) inquiries in a single call/response mechanism so that the web service caller receives the NCIC response message in the response from the web service call. Also a new web service system will be created to handle registration query messages by reformatting them to TRUST defined XML, as well as processing XML responses from TRUST and transforming them to Text to be delivered to the requesting agency. Finally, ZV messages will be handled in a web service environment as well.

A.6. The Contractor shall upgrade disposition reporting to the FBI to real-time updates using the DSP message key via the FBI CJIS WAN.

A.7. The Contractor shall purge and filter queries from the Tennessee Instant Check System (TICS) to remove the STN and FFL information linking approved firearm transfers to a purchaser or federal firearm licensee (dealer).

A.8. The Contractor shall provide a mechanism suitable to TBI to set the Brady indicator (IFFS) flag to automatically reject firearm transfers for individuals with a felony record.

A.9. The Contractor shall map the applicable criminal incident data into a NIEM format acceptable to the FBI for the submission to N-DEx.

A.10. The Contractor shall provide maintenance to include at least:

- All hardware and software items from the effective date of the contract through the life of the contract, including industry standard security measures to ensure access to critical and confidential information and systems is limited to those personnel requiring access to perform their assigned duties. These types of measures include, at a minimum, Windows Server file system security, userid and passwords for all users, Oracle user security, and all current security patches to the operating system and database software. Payment of Oracle maintenance will continue to be the responsibility of TBI.

- Problem diagnosis and repair, being parts, labor and technical support with TBI providing Contractor with access to adequate hardware warranty support through OEM hardware providers that provide on-site replacement of system components determined defective by the Contractor; and

- Engineering changes, being all labor necessary for the installation and application.

A.11. The Contractor shall make an adequate number of qualified personnel available for maintenance and technical support and to ensure required response times during the principal period of maintenance. Due to the critical nature of this system, the required maintenance coverage period will be seven days a week, twenty-four hours a day, three hundred sixty five days a year.

A.12. The Contractor shall not allow any personnel direct access to the Oracle database tables in any way other than through the TCHR and SOR software applications. TBI system administrative personnel may be allowed to access the database as necessary through the use of a SQL based function supplied with Oracle. Audit logs of access and activity by any system user of the TCHR and SOR software must be maintained and reviewed to provide accountability of access of users to systems and data.

A.13. All necessary remedial software maintenance must be started within four (4) hours after notification of inoperability. This means that a trained service representative will be on-site with necessary components and equipment to make the required repairs. Most repairs must be completed within four (4) hours after they are started.

A.14. The Contractor shall provide a single source of contact for placing all service calls on software/hardware under this contract. The notification time of each service call will begin with the initial contact, or 15 minutes after initial attempt to contact if repeated attempts to contact fail, whichever comes first. The method of contact will be by toll-free telephone service provided by the Contractor.

A.15. The Contractor shall produce and maintain "systems management" documentation, including system administration, back-up and recovery procedures, and disaster planning. This shall also include policies to protect systems and procedures used for antivirus updates, implementation planning, etc.

A.16. The Contractor shall be responsible for monitoring all software covered under this contract. This monitoring is to cover elapsed time and increment of use where applicable. The Contractor will perform preventive maintenance as required by OEM standards. Preventive maintenance will be performed during time frames agreed to between the Contractor and TBI, so that any resulting downtime will have minimal negative impact on the TIES network and TBI. This service shall include periodic reindexing and optimizing of the databases and components necessary to continue proper and efficient operation of the system. Also, log files and other accumulations of system-produced files will be monitored and eliminated as necessary with final decisions of value and retention of data to be decided by TBI.

A.17. The Contractor shall furnish malfunction reports to the TBI immediately upon the completion of each maintenance call. If necessary, this reporting procedure may be modified by the State, but shall include, at a minimum:

- Date and time notified;
- Date and time of arrival;
- Type and serial number(s) of unit(s);
- Description of malfunction;
- Description of corrective action taken;
- Date and time repair is completed.

A.18. There shall be no additional charges for:

- Preventive Maintenance, regardless of when performed;
- Remedial maintenance required on any software component covered by this contract;

A.19. Upon receiving a report from a user that a problem exists, TBI will perform diagnostic procedures to isolate the failure and attempt to assign maintenance responsibility to the correct Contractor. If the assigned maintenance Contractor in turn incorrectly diagnoses the failure as that of a component maintained by another Contractor (e.g., communications device, line, etc.), any service charges resulting from that diagnosis being incorrect will be the responsibility of the originally assigned Contractor. An incorrect diagnosis is when the component maintained by the originally assigned Contractor is later determined by TBI to be at fault in the failure (as was first designated.)

A.20. Component downtime is that period of time when the component is inoperative and: (1) no scheduled workload can be accomplished due to a malfunction of the component; or (2) no scheduled workload can be accomplished because the component is released to the Contractor

for remedial services. Component downtime shall begin with initial notification of component malfunction and shall end when the component is returned to the State in operable condition ready to perform the scheduled workload.

A.21. If the component remains inoperative and cannot perform the scheduled workload due to a malfunction through no fault or negligence of the State for a period of more than six (6) PPM hours after notification, the Contractor shall grant a credit to the State. For each PPM hour of downtime after the first six (6) hours, an equal amount of time will be credited toward the next billable service call(s) until credited time has been exhausted.

B. CONTRACT TERM:

This Contract shall be effective for the period commencing on May 1, 2009 and ending on April 30, 2014. The State shall have no obligation for services rendered by the Contractor which are not performed within the specified period.

C. PAYMENT TERMS AND CONDITIONS:

C.1. Maximum Liability. In no event shall the maximum liability of the State under this Contract exceed One Million Eight Hundred Twenty Five Thousand Seven Hundred dollars ($1,825,700). The payment rates in Section C.3 shall constitute the entire compensation due the Contractor for the Service and all of the Contractor's obligations hereunder regardless of the difficulty, materials or equipment required. The payment rates include, but are not limited to, all applicable taxes, fees, overheads, and all other direct and indirect costs incurred or to be incurred by the Contractor.

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

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

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

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

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

Service Description	Amount (per compensable increment)
NSOPW Web Service	$ 30,000
Adam Walsh Requirements for the SOR*	$ 30,500

(optional dependent on pending legislation)	
TCHR Data Analysis Capabilities	$ 38,700
TRUST Enhancements/Modifications	$ 38,000
Disposition Message Key	$25,000
TICS Information Filter & Brady Indicator Flag	$10,000
N-DEX NIEM Data Mapping	$7,500
Maintenance and Support for year 1- May 2009 through April 2010	$ 25,500 per month
Maintenance and Support for year 2- May 2010 through April 2011	$ 26,000 per month
Maintenance and Support for year 3- May 2011 through April 2012	$ 26,500 per month
Maintenance and Support for year 4- May 2012 through April 2013	$ 27,000 per month
Maintenance and Support for year 5 May 2013 through April 2014	$ 28,000 per month
Change Orders Requiring System Modification	$125.00 per hour (up to $50,000)

* Contingent Milestones dependent on Adam Walsh legislation being passed by the General Assembly of the State of Tennessee.

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

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

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

Fiscal Division, TBI, 901 R.S. Gass Blvd., Nashville, TN 37216

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

i. Service or Milestone Description (including name /title as applicable) of each service invoiced;
ii. Number of Completed Units, Increments, Hours, or Days as applicable, of each service invoiced;
iii. Applicable Payment Rate (as stipulated in Section C.3.) of each service invoiced;
iv. Amount Due by Service; and
v. Total Amount Due for the invoice period.

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

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

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

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

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

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

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

C.9. Automatic Deposits. The Contractor shall complete and sign an "Authorization Agreement for Automatic Deposit (ACH Credits) Form." This form shall be provided to the Contractor by the

State. Once this form has been completed and submitted to the State by the Contractor all payments to the Contractor, under this or any other Contract the Contractor has with the State of Tennessee shall be made by Automated Clearing House (ACH). The Contractor shall not invoice the State for services until the Contractor has completed this form and submitted it to the State.

D. STANDARD TERMS AND CONDITIONS:

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

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

D.3. Termination for Convenience. The State may terminate this Contract without cause for any reason. Said termination shall not be deemed a Breach of Contract by the State. The State shall give the Contractor at least ninety (90) 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 One, hereto, semi-annually during the period of this Contract. Such attestations shall be maintained by the Contractor and made available to state officials upon request.

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

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

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

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

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

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

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

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

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

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

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

D.15. Force Majeure. The obligations of the parties to this Contract are subject to prevention by causes beyond the parties' control that could not be avoided by the exercise of due care including, but not limited to, 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:

Brad Truitt, Information Systems Director
Tennessee Bureau of Investigation
901 R. S. Gass Blvd.
Nashville, TN 37216
Brad.truitt@state.tn.us
Telephone # 615-744-4008
FAX # 615-744-4656

The Contractor:

Seth Lowrey, President
SENT Software
1145 Martha Leeville Rd.
Lebanon, TN 37090
(615) 453-3777 phone
(615) 453-5879 facsimile

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. 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.

E.6. 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.7. State Ownership of Work Products. The State shall have ownership, right, title, and interest, including ownership of copyright, in all work products, including computer source code, created, designed, developed, derived, documented, installed, or delivered under this Contract subject to the next subsection and full and final payment for each "Work Product." The State shall have royalty-free and unlimited rights and license to use, disclose, reproduce, publish, distribute, modify, maintain, or create derivative works from, for any purpose whatsoever, all said Work Products.

a. To the extent that the Contractor uses any of its pre-existing, proprietary or independently developed tools, materials or information ("Contractor Materials"), the Contractor shall retain all right, title and interest in and to such Contractor Materials, and the State shall

acquire no right, title or interest in or to such Contractor Materials EXCEPT the Contractor grants to the State an unlimited, non-transferable license to use, copy and distribute internally, solely for the State's internal purposes, any Contractor Materials reasonably associated with any Work Product provided under the Contract.

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

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

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

E.8. 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.9. 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

IN WITNESS WHEREOF,

SENT Software Inc.:

CONTRACTOR SIGNATURE DATE

PRINTED NAME AND TITLE OF CONTRACTOR SIGNATORY (above)

Tennessee Bureau of Investigation:

Mark Gwyn, Director DATE

APPROVED:

COMMISSIONER OF FINANCE & ADMINISTRATION DATE

COMMISSIONER HUMAN RESOURCES DATE

COMPTROLLER OF THE TREASURY DATE

ATTESTATION RE PERSONNEL USED IN CONTRACT PERFORMANCE

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

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

CONTRACTOR SIGNATURE

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

PRINTED NAME AND TITLE OF SIGNATORY

DATE OF ATTESTATION