

CONTRACT #11
RFS # 348.00-24810
FA # 10-29496

**Tennessee Bureau of
Investigation (TBI)**

VENDOR:
Scientific Research Corporation



PHIL BREDESEN
GOVERNOR

TENNESSEE BUREAU OF INVESTIGATION

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



MARK GWYN
DIRECTOR

July 29, 2010

RECEIVED

JUL 28 2010

FISCAL REVIEW

Ms. Leni Chick
Contract and Audit Coordinator
8th Floor, Rachel Jackson Building
320 Sixth Avenue North
Nashville, Tennessee 37243

RE: Scientific Research Corporation Contract Amendment
Fiscal Review Committee Documentation

Ms. Chick:

I am writing to formally request that the TBI be placed on the agenda for the the August 10, 2010 meeting of the Fiscal Review Committee to review the subject contract amendment. I have enclosed documentation in this regard in accordance with the "Revised Checklist - Effective 10/30/09" for your review. This request is timely as the deadline for submissions to the Fiscal Review Committee for the August 10, 2010 meeting is July 30, 2010.

The proposed amendment reflects a term extension and an increase in the maximum liability of the current contract with Scientific Research Corporation. The current contract started on September 1, 2009 and is set to expire on August 30, 2010. Vendor has provided excellent service under the contract and possesses the necessary familiarity with the Records Management System software to be effective under the amended contract. Attempting to secure these services by other means would require significant delays to bring a new vendor up to speed with current operations. These delays would result in unnecessary expense to the State and breakdowns in the availability of information to law enforcement agencies necessary for the performance of their duties.

If you have any questions or need any additional information, please do not hesitate to contact me at 615-744-4296 or bryan.noel@tn.gov.

Sincerely,

Bryan Noel



Supplemental Documentation Required for
Fiscal Review Committee

| | | | |
|------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------|--------------|
| *Contact Name: | Bryan Noel | *Contact Phone: | 615-744-4296 |
| *Original Contract Number: | FA-10-29496 | *Original RFS Number: | 34800-24810 |
| Edison Contract Number: (if applicable) | 12097 | Edison RFS Number: (if applicable) | 34800-24810 |
| *Original Contract Begin Date: | 01 SEP 2009 | *Current End Date: | 30 AUG 2010 |
| Current Request Amendment Number: (if applicable) | 2 | | |
| Proposed Amendment Effective Date: (if applicable) | 10 AUG 2010 | | |
| *Department Submitting: | 348 - Tennessee Bureau of Investigation | | |
| *Division: | 00 | | |
| *Date Submitted: | | | |
| *Submitted Within Sixty (60) days: | | | |
| If not, explain: | | | |
| *Contract Vendor Name: | Scientific Research Corporation | | |
| *Current Maximum Liability: | \$700,000.00 | | |
| *Current Contract Allocation by Fiscal Year: (as Shown on Most Current Fully Executed Contract Summary Sheet) | | | |
| FY: 2010 | FY: | FY: | FY: |
| \$700,000 | \$ | \$ | \$ |
| *Current Total Expenditures by Fiscal Year of Contract: (attach backup documentation from STARS or FDAS report) | | | |
| FY: 2010 | FY: | FY: | FY: |
| \$ 480,733.89 | \$ | \$ | \$ |
| IF Contract Allocation has been greater than Contract Expenditures, please give the reasons and explain where surplus funds were spent: | There are two outstanding invoices that total approximately \$150,000. That brings the total expenditure to approximately \$630,000. Projected operational needs under the contract far exceed the remaining available funds. | | |
| IF surplus funds have been carried forward, please give the reasons and provide the authority for the carry forward provision: | | | |
| IF Contract Expenditures exceeded Contract Allocation, please give the reasons and explain how funding was acquired to pay the overage. | | | |
| *Contract State: | | Federal: | \$700,000 |

Supplemental Documentation Required for
Fiscal Review Committee

| | | | |
|------------------------------------------------------------------------------------------------------------|--|-----------------------------------------------------------------------------------|--|
| Funding Source/Amount: | | | |
| Interdepartmental: | | 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) | |
| 1 JAN 2010 | | Revise Service Description and Amounts Section C.3.b.2. | |
| | | | |
| | | | |
| Method of Original Award: (if applicable) | | Non-Competitive | |
| *What were the projected costs of the service for the entire term of the contract prior to contract award? | | \$700,000.00 | |

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: |
|--------------------------|-----|-----|-----|-----|-----|
| | | | | | |
| | | | | | |

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: |
|--------------------------|-----|-----|-----|-----|-----|
| | | | | | |
| | | | | | |

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: |
| | | | | | |
| Other Vendor Cost: (name of vendor) | FY: | FY: | FY: | FY: | FY: |
| | | | | | |
| Other Vendor Cost: (name of vendor) | FY: | FY: | FY: | FY: | FY: |
| | | | | | |

Supplemental Documentation Required for
Fiscal Review Committee

The proposed amendment is neither a new non-competitive contract nor an amendment to Section A or C.3. as contemplated in the question. As such, it is this agency's opinion that this question is not applicable.

POC Bryan Noël – 744-4296

Scientific Research Corp

Remit Vndr: 0000116410

Unit: 34800

Date From: 04/06/2009 [M]

Date To: 07/15/2010 [M]

[View Results](#)

Download results in : [Excel Spreadsheet](#) [CSV Text File](#) (1 kb)

First : 1-4 of 4 : Last

View All

| Unit | Voucher | Invoice | Remit Vndr | Name | Gross Amt | Reference | Pymnt Date | Recon Status | Reconciled Date | Warrant Amount | Method |
|------|----------------|---------|------------|--------------------------|------------|------------|------------|--------------|-----------------|----------------|--------|
| 1 | 34800 00003793 | 000003 | 0000116410 | Scientific Research Corp | 50291.420 | 0000377232 | 05/26/2010 | UNR | | 50291.420 | EFT |
| 2 | 34800 00003755 | 000002 | 0000116410 | Scientific Research Corp | 186056.010 | 0000353923 | 05/07/2010 | UNR | | 186056.010 | EFT |
| 3 | 34800 00003754 | 000001 | 0000116410 | Scientific Research Corp | 244386.460 | 0000346275 | 04/30/2010 | UNR | | 244386.460 | EFT |
| 4 | 34800 00002900 | #1 | 0000116410 | Scientific Research Corp | 4600.000 | 0000259832 | 02/18/2010 | UNR | | 4600.000 | EFT |

480,733.89

107 A
 2007-2009
 2009-2010

NON-COMPETITIVE AMENDMENT REQUEST:

APPROVED

Commissioner of Finance & Administration

| | | |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| 1) RFS # | 34800-24810 | |
| 2) Procuring Agency | Tennessee Bureau of Investigation | |
| EXISTING CONTRACT INFORMATION | | |
| 3) Service Caption | Maintenance and support to Tennessee Fusion Center Records Management System. | |
| 4) Contractor | Scientific Research Corporation. | |
| 5) Contract # | FA-10-29496-00 | |
| 6) Contract Start Date | 1 September 2009 | |
| 7) CURRENT Contract End Date: (if ALL options to extend the contract are exercised) | 30 August 2010 | |
| 8) CURRENT Maximum Cost: (if ALL options to extend the contract are exercised) | \$ 700,000 | |
| PROPOSED AMENDMENT INFORMATION | | |
| 9) Amendment # | 2 | |
| 10) Amendment Effective Date: (attached explanation required if < 60 days after F&A receipt) | 1 September 2010 | |
| 11) PROPOSED Contract End Date: (if ALL options to extend the contract are exercised) | 30 August 2014 | |
| 12) PROPOSED Maximum Cost: (if ALL options to extend the contract are exercised) | \$ 1,100,000.00 | |
| 13) Approval Criteria: (select one) | <input checked="" type="checkbox"/> use of Non-Competitive Negotiation is in the best interest of the state <input type="checkbox"/> only one uniquely qualified service provider able to provide the service | |
| 14) Description of the Proposed Amendment Effects & Any Additional Service: | | |
| <p>The proposed amendment will change the following: (1) extend the term of the contract to facilitate continuing development and maintenance of the Fusion Center Consolidated Records Management System, and (2) will increase the maximum liability to provide funds for ongoing maintenance and support.</p> | | |
| 15) Explanation of Need for the Proposed Amendment: | | |
| <p>The proposed amendments represent a continuation of an ongoing service agreement with vendor for support and maintenance of the Tennessee Fusion Center Consolidated Records Management System. Vendor has provided excellent service under the contract and possesses the necessary familiarity with the Records Management System software to be effective under the amended contract. Attempting to secure these services by other means would likely be unsuccessful and certainly require significant delays to bring a new vendor up to speed with current operations. These delays would result in unnecessary expense to the State and breakdowns in the availability of information to law enforcement agencies necessary for the performance of their duties.</p> | | |

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

Scientific Research Corporation
 2300 Windy Ridge Parkway, Suite 400 South
 Atlanta, Georgia 30339

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

The original contract was awarded as a non-competitive contract due to the fact that they were developed the records management system and possess the technical knowledge and experience with the software to be effective as the support and service providers. As such, efforts to locate other vendors for a somewhat unique and sensitive service would be wasteful and produce negative results.

21) Justification for the Proposed Non-Competitive Amendment

The proposed amendments represent a continuation of an ongoing service agreement with vendor for support and maintenance of the Tennessee Fusion Center Consolidated Records Management System. Vendor has provided excellent service under the contract and possesses the necessary familiarity with the Records Management System software to be effective under the amended contract. Attempting to secure these services by other means would likely be unsuccessful and would certainly require significant delays to bring a new vendor up to speed with current operations. These delays would result in unnecessary expense to the State and breakdowns in the availability of information to law enforcement agencies necessary for the performance of their duties.

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)



7/27/10

SIGNATURE & DATE

081607



FAX/EMAIL TRANSMITTAL

to Request OIR Procurement Endorsement

TO : Jane Chittenden, Director
OIR Procurement & Contract Management FAX # 741-6164

FROM : Murrey Smith, Attorney FAX # 744-4656

DATE : July 24, 2009

RFS # 34800-24810

RE : Procurement Endorsement — Maintenance and Support of Records
Management System for the Fusion Center

INFORMATION SYSTEMS PLAN PROJECT: ~~NA~~ 2006014

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

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 Murrey Smith at 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:

Mark Conzel (gc)

7/27/09

OIR Chief Information Officer

Date



C O N T R A C T A M E N D M E N T

| | | | |
|-----------------------------------------|---------------------------|--------------------------------|-------------------------|
| Agency Tracking # 34800-24810 | Edison ID 12097 | Contract # FA1029496 | Amendment # 2 |
|-----------------------------------------|---------------------------|--------------------------------|-------------------------|

| | |
|-----------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Contractor Scientific Research Corporation | Contractor Federal Employer Identification or Social Security # <input type="checkbox"/> C- or <input checked="" type="checkbox"/> V- 760255801 (Edison 0000116410) |
|-----------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

Amendment Purpose/ Effects
To extend the contract term and increase the maximum liability.

| | | | |
|------------------------------------------|--------------------------------------|------------------------------------------------------------------------------------------------------------|---------------------|
| Contract Begin Date September 1, 2009 | Contract End Date August 30, 2011 | Subrecipient or Vendor <input type="checkbox"/> Subrecipient <input checked="" type="checkbox"/> Vendor | CFDA #(s) 97.067 |
|------------------------------------------|--------------------------------------|------------------------------------------------------------------------------------------------------------|---------------------|

| FY | State | Federal | Interdepartmental | Other | TOTAL Contract Amount |
|---------------|-------|-----------------------|-------------------|-------|-----------------------|
| 2010 | | \$700,000.00 | | | \$700,000.00 |
| 2011 | | \$400,000.00 | | | \$400,000.00 |
| 2012 | | | | | |
| | | | | | |
| | | | | | |
| TOTAL: | | \$1,100,000.00 | | | \$1,100,000.00 |

American Recovery and Reinvestment Act (ARRA) Funding - YES NO

| — COMPLETE FOR AMENDMENTS — | | | Agency Contact & Telephone # | |
|---------------------------------------------------------------------------------------|----------------------------------|---------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------|
| END DATE AMENDED? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO | | | Brian Senecal, Fiscal Director 615.744.4112 | |
| FY | Base Contract & Prior Amendments | THIS Amendment ONLY | 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) | |
| 2010 | \$700,000.00 | | | |
| 2011 | | \$400,000.00 | | |
| 2012 | | | | |
| | | | | |
| TOTAL: | \$700,000.00 | \$400,000.00 | Speed Code | Account Code 72203000 |

| | |
|--------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>— OCR USE —</p> | <p>Procurement Process Summary (non-competitive, FA- or ED-type only)</p> <p>This amendment will change the following: (1) extend the term of the contract to facilitate continuing development and maintenance of the Fusion Center Consolidated Records Management System, and (2) will increase the maximum liability to provide funds for ongoing maintenance and support.</p> |
|--------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

**AMENDMENT TWO
TO FA-10-29496-00**

This Contract Amendment is made and entered by and between the State of Tennessee, State of Tennessee, Tennessee Bureau of Investigation, hereinafter referred to as the "State" and Scientific Research Corporation (SRC), 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 B is deleted in its entirety and replaced with the following:

B. CONTRACT TERM

B.1. Contract Term: This contract shall be effective for the period commencing on September 1, 2009 and ending on August 30, 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.

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

C.1. Maximum Liability. In no event shall the maximum liability of the State under this Contract exceed ONE MILLION ONE HUNDRED THOUSAND DOLLARS (\$1,100,000.00). 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.

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,

Scientific Research Corporation:

CONTRACTOR SIGNATURE

DATE

C. Scott Varn, Contracts Manager

Tennessee Bureau of Investigation:

MARK GWYN, DIRECTOR

DATE

APPROVED:

COMMISSIONER OF FINANCE & ADMINISTRATION

DATE

COMPTROLLER OF THE TREASURY

DATE



CONTRACT AMENDMENT

| | | | |
|-----------------------------------------|---------------------------|--------------------------------|-------------------------|
| Agency Tracking # 34800-24810 | Edison ID 12097 | Contract # FA1029496 | Amendment # 1 |
|-----------------------------------------|---------------------------|--------------------------------|-------------------------|

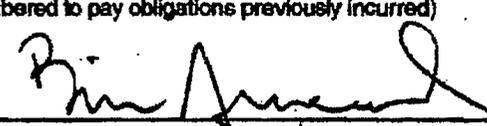
| | |
|------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Contractor Scientific Research Corporation | Contractor Federal Employer Identification or Social Security # <input type="checkbox"/> C- or <input checked="" type="checkbox"/> V- 76025580100(Edison 0000116410) |
|------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

Amendment Purpose/ Effects
Adds a lower rate payment category to C.3.b.(2) to accommodate more efficient payment for activities requiring less specialization. It does not affect the contract end date or the maximum liability.

| | | | |
|-------------------------------------------------|---------------------------------------------|-------------------------------------------------------------------------------------------------------------------|----------------------------|
| Contract Begin Date September 1, 2009 | Contract End Date August 30, 2010 | Subrecipient or Vendor <input type="checkbox"/> Subrecipient <input checked="" type="checkbox"/> Vendor | CFDA #(s) 97.067 |
|-------------------------------------------------|---------------------------------------------|-------------------------------------------------------------------------------------------------------------------|----------------------------|

| FY | State | Federal | Interdepartmental | Other | TOTAL Contract Amount |
|---------------|-------|--------------|-------------------|-------|-----------------------|
| 2010 | | \$700,000.00 | | | \$700,000.00 |
| 2011 | | | | | N/A |
| | | | | | |
| | | | | | |
| TOTAL: | | \$700,000.00 | | | \$700,000.00 |

American Recovery and Reinvestment Act (ARRA) Funding - YES NO

| | | | |
|----------------------------------------------------------------------------------------------|---------------------------------------------|----------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| — COMPLETE FOR AMENDMENTS — | | | Agency Contact & Telephone # Brian Senecal, Fiscal Director 615.744.4112 |
| END DATE AMENDED? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO | | | |
| FY | Base Contract & Prior Amendments | THIS Amendment ONLY | 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)  |
| | | | |
| | | | |
| | | | |
| | | | |
| TOTAL: | \$700,000.00 | -0- | Speed Code |
| | | | Account Code 72203000 |

— OCR USE —

M. J. [Signature]

F&A Secured Document

FA1029496-01

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

This amendment provides for more efficient use of the funds that were approved in the base contract. It does not add to the maximum liability.

**AMENDMENT ONE
TO 34800-24810**

This Contract Amendment is made and entered by and between the State of Tennessee, TENNESSEE BUREAU OF INVESTIGATION, hereinafter referred to as the "State" and SCIENTIFIC RESEARCH CORPORATION, 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.b.2 is deleted in its entirety and replaced with the following:
2. For service performed from January 1, 2010 through August 30, 2010, the following rates shall apply:

| Service Description - 2010 | Amount (per compensable increment) |
|------------------------------|---------------------------------------|
| Senior Systems Engineer | \$138.48/hour |
| Senior Engineer/Scientist | \$120.40/hour |
| Engineer/Scientist III | \$100.62/hour |
| Engineer/Scientist II | \$88.12/hour |
| Senior Manager (Director) | \$185.76/hour |
| Program Manager | \$131.58/hour |
| Project Manager | \$108.96/hour |
| Senior Program Administrator | \$85.14/hour |
| Administrative Assistant | \$57.00/hour |

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,

SCIENTIFIC RESEARCH CORPORATION:



13 January 2010

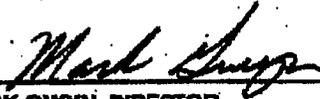
CONTRACTOR SIGNATURE

DATE

C. Scott Varn, Contracts Manager

PRINTED NAME AND TITLE OF CONTRACTOR SIGNATORY (above)

TENNESSEE BUREAU OF INVESTIGATION:


MARK GWYN, DIRECTOR

1-14-10
DATE



**STATE OF TENNESSEE
TENNESSEE BUREAU OF INVESTIGATION
901 R.S. GASS BOULEVARD
NASHVILLE, TENNESSEE 37216**

MEMORANDUM

TO: M. D. Goetz, Jr., Commissioner
Department of Finance and Administration

FROM: Murrey Smith, Staff Attorney
Tennessee Bureau of Investigation

DATE: July 24, 2009

SUBJECT: RFS # 34800-24810

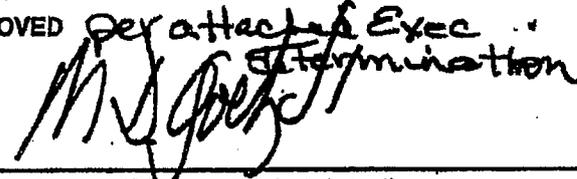
The following clauses should be included under the Special Terms and Conditions section of the above referenced contract:

- E.13. Copyrights and Patents
- E.14. Hold Harmless
- E.15. Partial Takeover
- E.16. Unencumbered Personnel

NON-COMPETITIVE CONTRACT REQUEST:

cy09-664

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

APPROVED *per attached Exec termination*

 Commissioner of Finance & Administration

| | |
|-------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1) RFS # | 34800-24810 |
| 2) Procuring Agency | Tennessee Bureau of Investigation |
| 3) Service Condition | Maintenance and Support of Records Management System for the Fusion Center |
| 4) Proposed Contractor | Scientific Research Corporation (SRC) |
| 5) Contract Start Date (attached explanation required if > 90 days after RFA receipt) | September 1, 2009 |
| 6) Contract End Date (if all options to extend the contract are exercised) | August 30, 2010 |
| 7) Maximum Cost (if all options to extend the contract are exercised) | \$700,000.00 |
| 8) Approval Criteria (selections) | <input checked="" type="checkbox"/> Use of Non-Competitive Negotiation is in the best interest of the state. <input type="checkbox"/> only one uniquely qualified service provider able to provide the service |
| 9) Description of Service to be Acquired | Maintenance and Support of the Records Management System for the Fusion Center |
| 10) Explanation of the Need for or Requirement Placed on the Procuring Agency to Acquire the Service | The fusion center's consolidated records management system requires on-going maintenance and technical support to continue proper functionality. |
| 11) Explanation of Why the Procuring Agency Bought the Service in the Past, & if so, What Procurement Method it Used | The services have been purchased in the past and always through a non-competitive contract. |
| 12) Name & Address of the Proposed Contractor's Principal Owner(s) (not required for a non-state educational institution) | SRC is a corporation of the state of Delaware located at: 2300 Windy Ridge Parkway Suite 400 South, Atlanta GA, 30339. |
| 13) Evidence of the Proposed Contractor's Experience and Length of Experience Providing the Service | South Carolina Research Authority (SCRA), using SRC as a subcontractor, created the fusion center for South Carolina and it has been operation since 2006. It is one of the oldest fusion centers in the country. SCRA and SRC have had a contractual relationship with the state of Tennessee since 2007. |
| 14) Office of Information Resources Endorsement (required for information technology services, via OIR/PA) | Documentation is ... <input type="checkbox"/> Not Applicable to this Request <input checked="" type="checkbox"/> Attached to this Request |
| 15) Health Initiative Endorsement (required for health-related professional, pharmaceutical, laboratory, or imaging services) | Documentation is ... <input checked="" type="checkbox"/> Not Applicable to this Request <input type="checkbox"/> Attached to this Request |
| 16) Department of Human Resources Endorsement (required for state employees training services) | Documentation is ... <input checked="" type="checkbox"/> Not Applicable to this Request <input type="checkbox"/> Attached to this Request |



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

The record management system for a fusion center is a new technological tool that is not readily available. Representatives for the Governor's Office of Homeland Security and the Tennessee Bureau of Investigation visited four states to observe their record management systems. Other states were contacted by phone and asked about their planned systems. The system in use in South Carolina was the only one that was operational and it has only been in use since April of 2006. SCRA was selected because of its close resemblance to a system already in place in Tennessee, and the primary subcontractor of SCRA was SRC.

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)

SRC provides the technological knowledge and experience with the software product, which it has been largely responsible for creating. Other vendors would not have the intimate knowledge of the product and would have to gain their knowledge through SRC to be able to adequately support, maintain and develop the CRMS.

REQUESTING AGENCY HEAD SIGNATURE AND DATE (Must be signed, dated by the AGENCY head or authorized representative. Signature certification on file with OOR - signature by an authorized signatory will be accepted only in documented exigent circumstances)

Mark Lutz

7-30-09

Explanation as to number 5:

The proposed contract is required to support and maintain a system that is part of a large project. The needs of the system are difficult to predict and require quickly drawn contracts for services on occasion. Deadlines and available funds are constantly changing. This service is necessary at this particular time in order to keep the entire project running.



STATE OF TENNESSEE
DEPARTMENT OF FINANCE AND ADMINISTRATION
NASHVILLE, TENNESSEE 37243

F&A EXECUTIVE DETERMINATION REQUEST

From: Office of Contracts Review

Date: July 30, 2009

RFS# 34800-24810 (cy09-664).

An executive determination is requested for the subject, attached document.

To effect approval, please sign the request as appropriate on behalf of the F&A Commissioner.

Approved [Signature] 7/30/09

Attachment



CONTRACT

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

| | |
|-----------------------------------------|-----------------------------------------------|
| Agency Tracking # 34800-24810 | Edison ID 0000000000000000000012097 |
|-----------------------------------------|-----------------------------------------------|

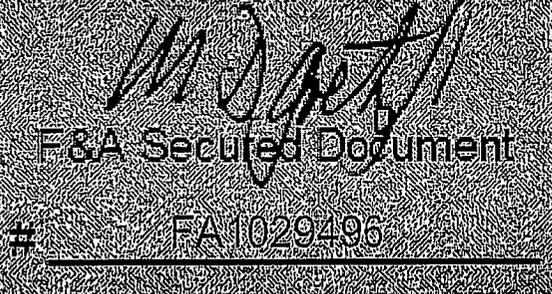
| | |
|------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Contractor Scientific Research Corporation | Contractor Federal Employer Identification or Social Security # <input type="checkbox"/> C- or <input checked="" type="checkbox"/> V- 76025580100 (Edison 000116410) |
|------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

Service
Provides maintenance and support of the Records Management System for the Fusion Center.

| | | | |
|-------------------------------------------------|---------------------------------------------|------------------------------------------------------------------------------------------------------------|----------------------------|
| Contract Begin Date September 1, 2009 | Contract End Date August 30, 2010 | Subrecipient or Vendor <input type="checkbox"/> Subrecipient <input checked="" type="checkbox"/> Vendor | CFDA #(s) 97.067 |
|-------------------------------------------------|---------------------------------------------|------------------------------------------------------------------------------------------------------------|----------------------------|

| FY | State | Federal | Interdepartmental | Other | TOTAL Contract Amount |
|---------------|-------|---------------------|-------------------|-------|-----------------------|
| 2010 | | \$700,000.00 | | | \$700,000.00 |
| 2011 | | | | | N/A |
| | | | | | |
| | | | | | |
| TOTAL: | | \$700,000.00 | | | \$700,000.00 |

| | |
|-------------|------------------------------------------------------------------------------------|
| — OCR Use — | Agency Contact & Telephone # Brian Senecal, Fiscal Director 615.744.4112 |
|-------------|------------------------------------------------------------------------------------|



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)

Brian Senecal

| | |
|------------|---------------------------------|
| Speed Code | Account Code 72203000 |
|------------|---------------------------------|

Contractor Ownership/Control

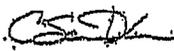
| | | | | |
|-------------------------------------------|-----------------------------------------------|------------------------------------------|----------------------------------------------------------------|-------------------------------------|
| <input type="checkbox"/> African American | <input type="checkbox"/> Person w/ Disability | <input type="checkbox"/> Hispanic | <input type="checkbox"/> Small Business | <input type="checkbox"/> Government |
| <input type="checkbox"/> Asian | <input type="checkbox"/> Female | <input type="checkbox"/> Native American | <input checked="" type="checkbox"/> NOT Minority/Disadvantaged | <input type="checkbox"/> Other |

Contractor Selection Method

| | | |
|-------------------------------------------------------------------|----------------------------------------------------|-----------------------------------------------------------|
| <input type="checkbox"/> RFP | <input type="checkbox"/> Competitive Negotiation * | <input type="checkbox"/> Alternative Competitive Method * |
| <input checked="" type="checkbox"/> Non-Competitive Negotiation * | <input type="checkbox"/> Other * | |

***Procurement Process Summary**

The Fusion Center's Consolidated Records Management System requires on-going maintenance and technical support to continue proper functionality. This vendor (Scientific Research Corporation) provides the technological knowledge and experience with the software product, which it has been largely responsible for creating. Other vendors would not have the intimate knowledge of the product and would have to gain their knowledge through SRC to be able to adequately support, maintain and develop the Consolidated Records Management System.

| FA CONTRACT INFORMATION SUPPLEMENT FOR ALL FA-TYPE CONTRACTS — COMPLETE EITHER SECTION A OR SECTION B | |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Contract RFS # | 34800-24810 |
| Contractor: | SCIENTIFIC RESEARCH CORPORATION |
| SECTION A— CONTRACTOR IS AN INDIVIDUAL | SECTION B— CONTRACTOR IS A COMPANY <i>(e.g., sole proprietorship, partnership, or corporation)</i> |
| Is or has the contractor been a state employee? <input type="checkbox"/> NO <i>(no additional information required)</i> <input type="checkbox"/> YES | Does an individual, who is or has been a state employee, own controlling interest in (or own) the contractor company? <input checked="" type="checkbox"/> NO <i>(no additional information required)</i> <input type="checkbox"/> YES |
| Was such employment within the past six months? <input type="checkbox"/> NO <input type="checkbox"/> YES <i>(an approved rule exception permitting a contract within six months of employment is also required)</i> | Was such employment within the past six months? <input type="checkbox"/> NO <input type="checkbox"/> YES <i>(an approved rule exception permitting a contract within six months of employment is also required)</i> |
| Does the contractor receive Tennessee Consolidated Retirement System (TCRS) retirement benefits? <input type="checkbox"/> NO <input type="checkbox"/> YES <i>(the procuring agency general counsel MUST sign an analysis of this procurement using the TCRS analysis guidelines)</i> | Does the individual who owns controlling interest in the contractor company receive Tennessee Consolidated Retirement System (TCRS) retirement benefits? <input type="checkbox"/> NO <input type="checkbox"/> YES <i>(the procuring agency general counsel MUST sign an analysis of this procurement using the TCRS analysis guidelines)</i> |
| CONTRACTOR SIGNATURE | |
|  | 07 October 2009 |
| CONTRACTOR | DATE |

**CONTRACT
BETWEEN THE STATE OF TENNESSEE,
TENNESSEE BUREAU OF INVESTIGATION
AND
SCIENTIFIC RESEARCH CORPORATION**

This Contract, by and between the State of Tennessee, Tennessee Bureau of Investigation, hereinafter referred to as the "State" and Scientific Research Corporation (SRC), hereinafter referred to as the "Contractor," is for the provision of services in support of the operation, technical support and system development of the Law Enforcement Automated Data Replicator (LEADR) records management system, data replicators or data collection system installations to Tennessee law enforcement agencies, as further defined in the "SCOPE OF SERVICES."

The Contractor is a FOR-PROFIT CORPORATION.
Contractor Federal Employer Identification or Social Security Number: 76-0255801
Contractor Place of Incorporation or Organization: Delaware

A. SCOPE OF SERVICES:

- A.1. The Contractor shall provide all services as required, by this Scope of Service and shall meet all service delivery specified in the Scope of Services section or elsewhere in this Contract.
- A.2. The Contractor shall maintain management and technical resources as required to diagnose system errors, consult on resolution of tasks and work orders and develop solutions for tasks and work orders assigned through Problem Management and Configuration Management Practices assigned to Contractor via the workload management system Redmine.
- A.3. The Contractor shall maintain compatible software licenses(s) of project software tools and software development tools as required to allow State to participate in joint design, development, testing and implementation of LEADR system software. The Contractor shall make written notice to State of intentions to alter or change to development tools with no less than one month prior written notice and with notice document stored in document repository. Implementation of new tools or utilities identified in this written notice shall be implemented at TBI Developer workstations where appropriate.
- A.4. The Contractor shall maintain a revision control repository for documents and source components of the LEADR product. Documents shall enable the State to operate independently of Contractor using qualified, trained resources. Those documents would include the following elements as individual documents or as a consolidated document. Documents and Source components stored in repository shall include but not limited to:
- A. System management documentation,
 - 1. LEADR product Administration Document,
 - Component Administration
 - Agency Setup
 - User Setup
 - 2. LEADR product Monitoring Practices,
 - System Reliability Measurements
 - System Resource Consumption Measurements
 - System Recovery Ability
 - 3. LEADR Configuration Management Practices,
 - Design and Development Practices
 - Certification Processes
 - Migration Processes

- User Notification Processes
- 4. LEADR product Problem Identification and Resolution Practices,
 - User Reporting Process
 - OHS / TBI Reporting Process
 - Problem Resolution Process
- 5. LEADR System Installation Processes
 - LEADR System Installation
 - WebRMS System Installation
 - Gang System Installation
- 6. LEADR System User Document,
 - LEADR System
 - WebRMS System
 - Gang System

- B. System program source code,
- C. System database scripts and schemas,
- D. LEADR Information Exchange Package Documentation (IEPD).

A.5. Access to revision control repository shall be available to State technical resources at all times. Contractor shall make written notice to the State of intentions to alter or change technologies used to provide repository service with no less than one month prior written notice of intended change or alteration. Changes in repository services shall not impose additional costs other than those already outlined in this contract.

A.6. The Contractor shall maintain a resource/activity management repository for tasks and work orders associated with this contract. Management Repository shall provide features such as, but not limited to:

- A. Issue Title
- B. Issue Identifier or Number
- C. Issue Description
- D. Issue Priority
- E. Issue Activity history
- F. Resource(s) assigned to activity
- G. Estimated level of effort in the form of hours required to complete tasks or work orders.
- H. Actual level of effort in the form of hours spent to complete tasks or work orders.
- I. Reporting capabilities to reflect:
 1. Task or Work order Repository Summary Report
 2. Task or Work order detail reports

A.7. The Contractor shall adhere to the Systems Management practices and procedures outlined in the Problem Management Practices and the Change Control Practices. Issues identified as IMMEDIATE will take priority and the contractor will respond by e-mail, phone and/or entry into the Redmine issue tracking tool within 4 hours of being notified to acknowledge receipt of the issue. The contractor shall respond with a plan of action for addressing the issue at the point of availability not to exceed 1 business day. The plan of action will be placed in the activity management repository. Issues that are not designated as IMMEDIATE will be worked in a priority assigned during configuration control meetings. Issues assigned as IMMEDIATE will be those that are related to a down production system or critical LEADR Product functions in production. State shall maintain administrative duties of Systems Management while Contractor shall provide technical support or technical guidance to insure reliability and stability of the LEADR Product. The Contractor shall develop and test corrective actions and deployment onto the LEADR product pre-production system. The State shall maintain responsibility for executing any corrective repairs on the LEADR product production system.

A. Problem Management Practices

1. Monitor the Redmine Product for newly approved and assigned tasks or work orders.

2. Evaluate the content of tasks or work orders.

3. Update Redmine tasks or work orders to reflect:

a) Description of Work to be accomplished.

b) Level of Effort required to accomplish tasks or work orders.

c) Assignment of task or work order to LEADR product Project Manager for

Review

4. Provide weekly status reporting of tasks or work orders

B. Change Control Practices

1. Project Manager will schedule periodic reviews of Redmine content

2. Project Manager will approve and prioritize tasks or work orders consistent with project goals, objectives and requirements.

3. The Contractor shall monitor Redmine product for approved tasks or work orders

4. The Contractor shall provide estimated date of completion for assigned tasks.

5. The Contractor shall perform work on approved tasks or work orders based upon establish priorities.

6. The Contractor shall maintain status of tasks or work orders in the Redmine Product as status changes.

7. The Contractor shall maintain a record of hours used to perform tasks.

8. The Contractor shall update the source control library with changes made to components of the LEADR system.

9. The Contractor shall update system documentation to insure documentation in source control library is consistent with active LEADR system.

10. The Contractor shall incorporate system changes into the testing and pre-production environments of the LEADR product.

A.8. The Contractor shall respond to Automated Email Notices of Errors distributed by LEADR product components using the defined Problem Management and Configuration Management Practices. The State will provide the email server.

A.9. The Contractor shall develop problem resolution tasks elements for inclusion into the Redmine Issue Tracking Repository.

A.10. The Contractor shall provide resources to assist State in monitoring and measurement of LEADR product production environment to ensure awareness of system availability and system stability.

A.11. The Contractor shall maintain working relationships with other Software Vendors providing LEADR Data Replicators to the state agencies which are compliant with TIBRS and N-DEX Reporting standards. The contractor will notify the state of any disruption in these relationships within one week of the disruption.

A.12. The Contractor shall ensure Subcontractor's scope of work includes but is not limited to:

a. Subcontractor communications to Contractor outlining minimum hardware requirements for Replicator Installation.

b. Subcontractor's communication to agencies for replicator installation prerequisite tasks.

c. Subcontractor installation of data replicators at state and local agencies.

d. Subcontractor repair of problems associated with replicators operation or data content compliance.

- e. Successful connection to and transmission of data created by the subcontractor's records management system such as Arrest Data, Incident Data, Warrant Data, Custody Data, Field Interview Data, Suspicious Activity Reports and Interdiction Plus Reports that was specifically contracted by the State to be provided by the replicator to the LEADR product repository at TBI Headquarters. The State will be responsible for all connectivity issues between the agency and the Tennessee Fusion Center (TFC).
 - f. Subcontractor replicators shall operate in and maintain compliance with TIBRS. Since the LEADR product serves two major purposes, compliance with TIBRS shall be defined as the ability for LEADR product personnel to be able to determine which records within the CRMS have passed a TIBRS business rule and structural validation process through the use of a data element flag in the database. The business rule validation/structural process shall use TIBRS DC Manual 8th Edition (January 2007) and TIBRS Error Manual 2nd Edition (November 2006) as a basis for identifying this compliance.
 - g. Subcontractor replicator data elements shall operate in and maintain compliance with Law Enforcement National Data Exchange Network (N-DEX) version 1.0.
 - h. Subcontractor shall provide warranty services for developed replicators for a period of no less than one year. Alterations of replicators as required maintaining compliance with TIBRS and N-DEX version 1.0 data standards shall be performed at no additional cost to the State or participating agencies.
- A.13. The Contractor shall develop and publish enhancements to existing LEADR product or LEADR user documentation outlining the new functions of LEADR, WebRMS, Gang Database, Suspicious Activity Reporting, Field Interviews and Incident Plus modules.
- A.14. The Contractor shall ensure all data exchange content is compliant XML standards based upon GJXDM and NIEM models as is required to meet interface requirements of connected systems.
- A.15. The Contractor shall provide the LEADR product software builds to correct defects identified in the LEADR product software. The number of defects to be included in a given build will be limited to the amount of work that can be reasonably coded, tested, documented and built with quality. An exception will be made on a limited basis for IMMEDIATE issues that result in a down or unusable LEADR product. For these cases, an emergency build/patch will be accomplished as soon as the defect is repaired, tested and agreed to be placed into the production by the state.
- A.16. The Contractor shall participate in status meetings to be held during normal business hours and at a time agreeable to both parties, the contractor will make available the staff required to provide current status on issues identified in the agenda. The state will publish an agenda of items to be discussed in advance of the status meeting.
- A.17. The Contractor shall participate in configuration control meetings to be held during normal business hours and at a time agreeable to both parties. The contractor will make available the staff required to determine if an issue is an enhancement, defect or task, perform the necessary assignment to a software build/release and perform a review of the product release version baselines. Such meetings shall be scheduled as deemed necessary by the State.
- A.18. The Contractor may be required to travel to the host site to participate in system design and review sessions, knowledge transfer, or to assist with critical or complex system

issues. Notice of travel requirement will be sent to Contractor two (2) weeks in advance of need. Notice will be made via resource activity management repository.

B. CONTRACT TERM:

This Contract shall be effective for the period commencing on September 1, 2009 and ending on August 30, 2010. 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 seven hundred thousand Dollars (\$700,000.00). 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 cost 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 based upon the following payments rates:

- (1) For service performed from September 1, 2009 through December 31, 2009, the following rates shall apply:

| Service Description - 2009 | Amount (per compensable increment) |
|----------------------------|---------------------------------------|
| Senior Systems Engineer | \$134.18/hour |
| Senior Engineer/Scientist | \$116.10/hour |
| Engineer/Scientist III | \$97.18/hour |
| Engineer/Scientist II | \$85.54/hour |
| Senior Manager (Director) | \$179.74/hour |

| | |
|------------------------------|---------------|
| Program Manager | \$127.28/hour |
| Project Manager | \$104.92/hour |
| Senior Program Administrator | \$82.56/hour |

(2) For service performed from January 1, 2010 through August 30, 2010, the following rates shall apply:

| Service Description - 2010 | Amount (per compensable increment) |
|------------------------------|---------------------------------------|
| Senior Systems Engineer | \$138.46/hour |
| Senior Engineer/Scientist | \$120.40/hour |
| Engineer/Scientist III | \$100.62/hour |
| Engineer/Scientist II | \$88.12/hour |
| Senior Manager (Director) | \$185.76/hour |
| Program Manager | \$131.58/hour |
| Project Manager | \$108.36/hour |
| Senior Program Administrator | \$85.14/hour |

* NOTICE: The amount(s) per compensable increment detailed above shall be contingent upon the State's receipt of an invoice (as required in section C.5., below) for said service(s) within THIRTY (30) days after the end of the calendar month in which the service(s) were rendered. At the sole discretion of the State, the amount per compensable increment of any service for which the State receives an invoice later than prescribed herein shall be subject to a reduction in amount of up to 100%. In the case of an untimely invoice, before any payment will be considered by the State, the Contractor must submit a written request regarding the untimely invoice, which shall detail the reason the invoice is untimely as well as the Contractor's plan for submitting all future invoices no later than prescribed herein, and it must be signed by an individual empowered to bind the Contractor to this Contract.

c. The Contractor shall not be compensated for travel time to the primary location of service provision.

C.4. Travel Compensation. Compensation to the Contractor for travel, meals, or lodging shall be subject to amounts and limitations specified in the "State Comprehensive Travel Regulations," as they are amended from time to time.

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:

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) Involes/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 & CIU;
- (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 Description for each service invoiced;
- ii. Number of Units, increments, or Milestones of each service invoiced;
- iii. Applicable Payment Rate (as stipulated in Section C.3.) for 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 sixty (60) 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. Prevailing Wage Rates. All contracts for construction, erection, or demolition or to install goods or materials that involve the expenditure of any funds derived from the State require compliance with the prevailing wage laws as provided in *Tennessee Code Annotated*, Section 12-4-401 *et seq.*
- D.11. 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.12. Progress Reports. The Contractor shall submit brief, periodic, progress reports to the State as requested.
- D.13. 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.14. Independent Contractor. The parties hereto, in the performance of this Contract, shall not act as employees, partners, joint ventures, 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.15. State Liability. The State shall have no liability except as specifically provided in this Contract.
- D.16. 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.17. State and Federal Compliance. The Contractor shall comply with all applicable State and Federal laws and regulations in the performance of this Contract.
- D.18. 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.19. 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.20. 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.21. 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 Trullit, Assistant Director
Tennessee Bureau of Investigation
901 R.S. Gass Blvd., Nashville, TN, 37216
Phone: (615) 744-4008
Facsimile: (615) 744-4041

The Contractor:

Scott Varn
Scientific Research Corporation
2300 Windy Ridge Parkway Suite 400 South
Atlanta, GA 30339
cvarn@scires.com

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

E.8. 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 offense 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.

E.10. 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.
- c. 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.11. Ownership of Software and Work Products.

a. Definitions.

- (1) "Contractor-Owned Software," which shall mean commercially available software the rights to which are owned by Contractor, including but not limited to commercial "off-the-shelf" software which is not developed using State's money or resources.

- (2) "Custom-Developed Application Software," which shall mean customized application software developed by Contractor solely for State.
- (3) "Rights Transfer Application Software," which shall mean any pre-existing application software owned by Contractor or a third party, provided to State and to which Contractor will grant and assign, or will facilitate the granting and assignment of, all rights, including the source code, to State.
- (4) "Third-Party Software," which shall mean software not owned by the State or the Contractor.
- (5) "Work Product," which shall mean all deliverables exclusive of hardware, such as software, software source code, documentation, planning, etc., that are created, designed, developed, or documented by the Contractor for the State during the course of the project using State's money or resources, including Custom-Developed Application Software. If the system solution includes Rights Transfer Application Software, the definition of Work Product shall also include such software.

b. Rights and Title to the Software

- (1) All right, title and interest in and to the Contractor-Owned Software shall at all times remain with Contractor, subject to any license granted herein.
- (2) All right, title and interest in and to the Work Product, and to modifications thereof made by State, including without limitation all copyrights, patents, trade secrets and other intellectual property and other proprietary rights embodied by and arising out of the Work Product, shall belong to State. To the extent such rights do not automatically belong to State, Contractor hereby assigns, transfers, and conveys all right, title and interest in and to the Work Product, including without limitation the copyrights, patents, trade secrets, and other intellectual property rights arising out of or embodied by the Work Product. Contractor shall execute any other documents that State or its counsel deem necessary or desirable to document this transfer and/or allow State to register its claims and rights to such intellectual property rights or enforce them against third parties, and Contractor shall cooperate fully in the foregoing endeavors.
- (3) All right, title and interest in and to the Third-Party Software shall at all times remain with the third party, subject to any license granted thereby.

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.12. 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.13. Copyrights and Patents. The Contractor agrees to indemnify and hold harmless the State of Tennessee as well as its officers, agents, and employees from and against any and all claims or suits which may be brought against the State for infringement of any laws regarding patents or copyrights which may arise from the Contractor's performance of this Contract. In any such action brought against the State, the Contractor shall satisfy and indemnify the State for the amount of any final judgment for infringement. The Contractor further agrees it shall be liable for the reasonable fees of attorneys for the State in the event such service is necessitated to enforce the terms of this Contract or otherwise enforce the obligations of the Contractor to the State. The State shall give the Contractor written notice of any such claim or suit and full right and opportunity to conduct the Contractor's own defense thereof.

E.14. Hold Harmless. The Contractor agrees to indemnify and hold harmless the State of Tennessee as well as its officers, agents, and employees from and against any and all claims, liabilities, losses, and causes of action which may arise, accrue, or result to any person, firm, corporation, or other entity which may be injured or damaged as a result of acts, omissions, or negligence on the part of the Contractor, its employees, or any person acting for or on its or their behalf relating to this Contract. The Contractor further agrees it shall be liable for the reasonable cost of attorneys for the State in the event such service is necessitated to enforce the terms of this Contract or otherwise enforce the obligations of the Contractor to the State.

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

E.15. Partial Takeover. The State may, at its convenience and without cause, exercise a partial takeover of any service which the Contractor is obligated to perform under this Contract, including but not limited to any service which is the subject of a subcontract between Contractor and a third party, although the Contractor is not in Breach (hereinafter referred to as "Partial Takeover"). Said Partial Takeover shall not be deemed a Breach of Contract by the State. Contractor shall be given at least 30 days prior written notice of said Partial Takeover with said notice to specify the area(s) of service the State will assume and the date of said assumption. Any Partial Takeover by the State shall not alter in any way Contractor's other obligations under this Contract. The State may withhold from amounts due the Contractor the amount the Contractor would have been paid to deliver the service as determined by the State. The amounts shall be withheld effective as of the date the State assumes the service. Upon Partial Takeover, the Contractor shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

IN WITNESS WHEREOF,
SCIENTIFIC RESEARCH CORPORATION:

CSD

07 October 2009

CONTRACTOR SIGNATURE

DATE

PRINTED NAME AND TITLE OF CONTRACTOR SIGNATORY (above)

TENNESSEE BUREAU OF INVESTIGATION:

Mark Gwyn
MARK GWYN, DIRECTOR

10/7/09
DATE

APPROVED:

COMMISSIONER OF FINANCE & ADMINISTRATION DATE

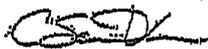
CONTROLLER OF THE TREASURY DATE

ATTACHMENT ONE

ATTESTATION RE PERSONNEL USED IN CONTRACT PERFORMANCE

| | |
|------------------------------------------------------------------------|---------------------------------|
| SUBJECT CONTRACT NUMBER: | 34800-24810 |
| CONTRACTOR LEGAL ENTITY NAME: | SCIENTIFIC RESEARCH CORPORATION |
| FEDERAL EMPLOYER IDENTIFICATION NUMBER: (or Social Security Number) | 76-0255801 |

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.

C. Scott Varn, Contracts Manager

PRINTED NAME AND TITLE OF SIGNATORY

07 October 2009

DATE OF ATTESTATION