

CONTRACT #4
RFS # 337.10-76113
Edison # 34277

**Department of Labor and
Workforce Development**

VENDOR:
**Bull HN Information Systems,
Inc.**



STATE OF TENNESSEE
DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
220 French Landing Drive
Nashville, TN 37243-1002
(615) 741-6642

BILL HASLAM
GOVERNOR

BURNS PHILLIPS
COMMISSIONER

June 16, 2015

Jeff Spalding, Director
Fiscal Review Committee
320 6th Avenue North
8th Floor Rachel Jackson Building
Nashville, TN 37243

RE: 3371076113 Bull HN Information Syaytems, Inc. - Vendor Name Change

Dear Mr. Spalding,

Effective July 1, 2015, Bull HN Information Systems, Inc. and its parent corporation, Bull Data Systeys, Inc. will be merged into Atos IT Solutions and Services, Inc.

Attached are copies of the required documentation.

Based on the attached documentation, I am requesting approval of the vendor name change.

Sincerely,

Burns P. Phillips III, Commissioner

BP:ld:lh

Supplemental Documentation Required for
Fiscal Review Committee

*Contact Name:	Mike Williams	*Contact Phone:	615-770-1146		
*Presenter's name(s):	N/A				
Edison Contract Number: <i>(if applicable)</i>	34277	RFS Number: <i>(if applicable)</i>	3371076113		
*Original or Proposed Contract Begin Date:	11/11/2012	*Current or Proposed End Date:	11/10/2016		
Current Request Amendment Number: <i>(if applicable)</i>	1				
Proposed Amendment Effective Date: <i>(if applicable)</i>	8/16/2015				
*Department Submitting:	Labor and Workforce Development				
*Division:	Unemployment Insurance				
*Date Submitted:	6/16/2015				
*Submitted Within Sixty (60) days:	Yes				
<i>If not, explain:</i>	See attached letter from Atos IT Solutions and Services, Inc. dated 6/8/15				
*Contract Vendor Name:	Bull HN Information Systems, Inc.				
*Current or Proposed Maximum Liability:	\$6,639,424.00				
*Estimated Total Spend for Commodities:	N/A				
*Current or Proposed Contract Allocation by Fiscal Year: (as Shown on Most Current Fully Executed Contract Summary Sheet)					
FY:13	FY:14	FY:15	FY:16	FY17	FY
\$1,018,389.00	\$2,077,841.18	\$2,509,773.80	\$853,982.27	\$179,437.75	\$
*Current Total Expenditures by Fiscal Year of Contract: (attach backup documentation from Edison)					
FY:13	FY:14	FY:15	FY:16	FY	FY
\$726,889.75	\$1,304,060.00	\$1,372,177.96	\$	\$	\$
IF Contract Allocation has been greater than Contract Expenditures, please give the reasons and explain where surplus funds were spent:			Surplus funds plus increase in maximum liability to be spent during contract extension period and are necessary to maintain existing unemployment insurance system and transition to new unemployment insurance system		
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:					

Supplemental Documentation Required for
Fiscal Review Committee

*Contract Funding Source/Amount:			
State:		Federal:	\$6,639,424.00
<i>Interdepartmental:</i>		<i>Other:</i>	
If “ <i>other</i> ” please define:			
If “ <i>interdepartmental</i> ” please define:			
Dates of All Previous Amendments or Revisions: <i>(if applicable)</i>		Brief Description of Actions in Previous Amendments or Revisions: <i>(if applicable)</i>	
None			
Method of Original Award: <i>(if applicable)</i>		Non-Competitive Negotiation	
*What were the projected costs of the service for the entire term of the contract prior to contract award? How was this cost determined?		\$6,459,986.25 Negotiation with vendor	
*List number of other potential vendors who could provide this good or service; efforts to identify other competitive procurement alternatives; and the reason(s) a sole-source contract is in the best interest of the State.		Bull HN Information Systems, Inc. is the only provider of support for their mainframe technology, which has been used by the Agency for more than 17 years.	

Sum of Gross Amt		FY			
Remit Vndr	Name	13	14	15	Grand Total
0000000595	Bull HN Information Systems Inc	726,889.75	1,304,060.00	1,372,177.96	3,403,127.71
				Contract	6,459,986.25
				Remaining	3,056,858.54

Amendment Request

This request form is not required for amendments to grant contracts. Route a completed request, as one file in PDF format, via e-mail attachment sent to: Agsprs.Agsprs@tn.gov

APPROVED

CHIEF PROCUREMENT OFFICER

DATE

Agency request tracking #	33710-76113	
1. Procuring Agency	Labor and Workforce Development	
2. Contractor	Bull HN Information Systems, Inc.	
3. Edison contract ID #	34277	
4. Proposed amendment #	1	
5. Contract's Effective Date	11/11/2012	
6. Current end date	11/10/2015	
7. Proposed end date	11/10/2016	
8. Current Maximum Liability or Estimated Liability	\$ 6,639,424.40	
9. Proposed Maximum Liability or Estimated Liability	\$ 0	
10. Office for Information Resources Pre-Approval Endorsement Request – information technology service (N/A to THDA)	<input type="checkbox"/> Not Applicable <input checked="" type="checkbox"/> Attached	
11. eHealth Pre-Approval Endorsement Request – health-related professional, pharmaceutical, laboratory, or imaging	<input checked="" type="checkbox"/> Not Applicable <input type="checkbox"/> Attached	
12. Human Resources Pre-Approval Endorsement Request – state employee training service	<input checked="" type="checkbox"/> Not Applicable <input type="checkbox"/> Attached	
13. Explain why the proposed amendment is needed	<p>Contractor name change - per the attached letter, Bull HN Information Systems, Inc. will be merged into Atos IT Solutions and Services, Inc.</p> <p>Extension of contract term and increase in maximum liability is necessary to maintain existing unemployment insurance system and transition to new unemployment insurance system</p>	
14. If the amendment involves a change in Scope, describe efforts to identify reasonable, competitive,		

Agency request tracking #	33710-76113
procurement alternatives to amending the contract. N/A	
Signature of agency head or designee and date	



OIR Pre-Approval Endorsement Request E-Mail Transmittal

TO : Mark Rampey, OIR Contracts
Department of Finance & Administration
E-mail : Mark.Rampey@tn.gov

FROM : Mike Williams
E-mail : mike.williams@tn.gov

DATE : June 9, 2015

RE : Request for OIR Pre-Approval Endorsement

Applicable RFS # 33710-76113

OIR Endorsement Signature & Date:

Chief Information Officer

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

Office for Information Resources (OIR) pre-approval endorsement is required pursuant to procurement regulations pertaining to contracts with information technology as a component of the scope of service. This request seeks to ensure that OIR is aware of and has an opportunity to review the procurement detailed below and in the attached document(s). This requirement applies to any procurement method regardless of dollar amount.

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

Contracting Agency	Labor and Workforce Development
Agency Contact (name, phone, e-mail)	Lisa Howard 615-
<p>Attachments Supporting Request (mark all applicable)</p> <p>Note: The complete draft procurement document and the applicable documents listed below must accompany this request when submitted to OIR. Special Contract Requests and Amendment Requests without Agency Head signature are acceptable. OIR is aware that these documents will not have CPO signature when submitted with this request.</p> <p><input type="checkbox"/> Solicitation Document</p> <p><input type="checkbox"/> Special Contract Request</p> <p><input checked="" type="checkbox"/> Amendment Request</p> <p><input checked="" type="checkbox"/> Proposed Contract/Grant or Amendment</p> <p><input checked="" type="checkbox"/> Original Contract/Grant and Previous Amendments (if any)</p>	
Information Systems Plan (ISP) Project Applicability	

Applicable RFS # 33710-76113

To avoid delay of OIR pre-approval, the applicability of an ISP project to the procurement must be confirmed with agency IT staff prior to submitting this request to OIR. If necessary, agency IT staff should contact OIR Planning with questions concerning the need for an ISP project.

IT Director/Staff Name Confirming (required): Lisa Howard

Applicable – Approved ISP Project#

X Not Applicable

Subject Information Technology Service Description

Provide a brief summary of the information technology services involved. Clearly identify included technologies such as system development/maintenance, security, networking, *etc.* As applicable, identify the contract or solicitation sections related to the IT services.



CONTRACT AMENDMENT COVER SHEET

Agency Tracking # 33710-76113	Edison ID 34277	Contract # N/A	Amendment # 1		
Contractor Legal Entity Name Atos IT Solutions and Services, Inc., as amended			Edison Vendor ID 595		
Amendment Purpose & Effect(s) Contractor name change, extend contract end date and increase contract amount					
Amendment Changes Contract End Date: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO		End Date: 11/10/2016			
TOTAL Contract Amount INCREASE or DECREASE per this Amendment (zero if N/A):			\$179,438.14		
Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
13		1,018,389.00			1,018,389.00
14		1,072,045.96			1,072,045.96
15		1,372,177.89			1,372,177.89
16		2,367,054.00			2,367,054.00
17		809,757.15			809,757.15
TOTAL:		6,639,424.00			6,639,424.00
American Recovery and Reinvestment Act (ARRA) Funding: <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO					
Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.			<i>CPO USE</i>		
Speed Chart (optional)		Account Code (optional)			

**AMENDMENT 1
OF CONTRACT 34277**

This Amendment is made and entered by and between the State of Tennessee, Department of Labor and Workforce Development, hereinafter referred to as the "State" and Atos IT Solutions and Services, Inc. (as amended herein), hereinafter referred to as the "Contractor." For good and valuable consideration, the sufficiency of which is hereby acknowledged, it is mutually understood and agreed by and between said, undersigned contracting parties that the subject contract is hereby amended as follows:

1. Contract section B. is deleted in its entirety and replaced with the following:

B. CONTRACT PERIOD.

This Contract shall be effective for the period commencing on November 11, 2012 and ending on November 10, 2016. The State shall have no obligation for services rendered by the Contractor which are not performed within the specified period.

2. 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 six million six hundred thirty nine thousand four hundred twenty four dollars (\$6,639,424.00). The payment rates in Section C.3 and travel compensation in Section C.4. shall constitute the entire compensation due the Contractor for the Service and all of the Contractor's obligations hereunder regardless of the difficulty, materials, or equipment required. The payment rates include, but are not limited to, all applicable taxes, fees, overheads, and all other direct and indirect costs incurred or to be incurred by the Contractor.

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

3. The following is added as Contract section D.22.:

D.22. Tennessee Department of Revenue Registration. The Contractor shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 – 608. Compliance with applicable registration requirements is a material requirement of this Contract.

4. The following is added as Contract section E.16.:

E.16. Contractor Name. All references to "Bull HN Information Systems, Inc." shall be deleted and replaced with "Atos IT Solutions and Services, Inc."

Required Approvals. The State is not bound by this Amendment until it is signed by the contract parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this contract, said officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).

Amendment Effective Date. The revisions set forth herein shall be effective August 16, 2015. All other terms and conditions of this Contract not expressly amended herein shall remain in full force and effect.

IN WITNESS WHEREOF,

ATOS IT SOLUTIONS AND SERVICES, INC.:

SIGNATURE

DATE

DAVID W. BRADBURY, SENIOR VICE PRESIDENT

PRINTED NAME AND TITLE OF SIGNATORY (above)

DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT:

BURNS P. PHILLIPS III, COMMISSIONER

DATE



June 8, 2015

State of Tennessee
Ms. Lisa Howard
TN Labor and Workforce Development
220 French Landing Drive
Nashville, TN 37243

**Re: Merger of Bull HN Information Systems Inc. into
Atos IT Solutions and Services, Inc.**

Dear Ms. Howard:

This is written notice that effective as of July 1, 2015, Bull HN Information Systems Inc. {"Bull"}, a Delaware corporation, will be merged into Atos IT Solutions and Services, Inc. {"Atos"}, a Delaware corporation.

We attach a copy of a letter we provided to the State of Tennessee, Tennessee Labor and Workforce Development in September 2014 about the then change in control of Bull by Atos upon successful completion of the tender offer by Atos on Bull, a French corporation and then ultimate parent of Bull HN Information Systems Inc.

We also attach a copy of a letter with respect to the merger of Bull into Atos IT Solutions and Services, Inc. effective as of July 1, 2015.

As the surviving and continuing corporation, Atos has assumed and will perform all the obligations in your agreements and purchase orders, as set forth more fully in Exhibit A attached to this letter, with and to Bull commencing on July 1, 2015.

If any agreement or purchase order with Bull requires your consent to this assignment of agreements and purchase orders, we ask that you sign, date and return a copy of the attached Consent to Assignment to:

Mr. Eric Przybisiki, General Counsel
Atos IT Solutions and Services, Inc.
2500 Westchester Avenue, Suite 300
Purchase, NY 10577

If you have any question, please feel free to contact Linda L. Gross your Atos Account Manager at linda.gross@atos.net, telephone number: 978-294-3015.

Sincerely,

David W. Bradbury
President, Bull HN Information Systems Inc.

enclosures



CONSENT TO ASSIGNMENT

We agree and consent to the assignment of agreements and purchase orders below to Atos from Bull

**State of Tennessee
Tennessee Labor and Workforce Development**

By: _____
Signature

Printed Name

Title: _____

Date: _____, 2015

Exhibit A

List of Customer Agreements and Purchase Orders

Contract #34277; for the provision of providing Remote Hosting, Disaster Recovery and other Support Services, as further defined in the "SCOPE OF SERVICES"



Linda L. Gross

285 Billerica Road
Chelmsford, MA 01824
atos.net

Ms. Lisa Howard
TN Labor and Workforce Development
220 French Landing Drive
Nashville, TN 37243

9-16-14

Atos and Bull create a European leader in Cloud, Cybersecurity and Big Data

Dear Ms. Howard,

We would like to personally inform you of the successful completion of the tender offer by Atos on Bull. The key driver behind this merger is to provide better value to you in:

- **Cloud:** combined we are now the #1 European cloud provider enabling you to benefit from our particular strengths in IaaS, PaaS, SaaS, in combination with best of breed encryption, identification and access management
- **Big Data:** leveraging the complementarity of distinctive Bull High Performance Computing solutions to Atos capabilities in Systems Integration and Analytics
- **Cyber Security:** establishing a Tier 1 European Cyber Security leader based on both companies' recognized solutions and skills in Cyber Security.

With Atos you can now benefit from a truly global leader with specific strengths in Managed Services and Systems Integration as well as from our payment services with Worldline in Europe. Industry analysts have consistently positioned Atos as leaders in Data Center Outsourcing and Infrastructure Utility Services.

Our new leadership position allows us to leverage greater scale, broaden our portfolio and deepen our industry expertise – enabling you to excel in your business.

We are pleased to be part of the new Atos and would be happy to visit you at a time that suits you best, to explain in detail our new capabilities and explain how the new Atos can help.

Kind regards,

Linda L. Gross

Senior Account
Executive

Patrick Adiba

Executive Vice
President
Chief Commercial
Officer
Atos

Philippe Miltin

Executive Vice
President
Bull



June 8, 2015

State of Tennessee
Ms. Lisa Howard
TN Labor and Workforce Development
220 French Landing Drive
Nashville, TN 37243

Dear Ms. Howard:

Effective as of July 1st, 2015, Bull HN Information Systems Inc., a Delaware corporation and its parent corporation, Bull Data Systems Inc., a Delaware corporation will be merged into Atos IT Solutions and Services, Inc., also a Delaware corporation.

As previously communicated, the purchase of Bull, a French corporation and the then ultimate parent of Bull HN Information Systems Inc., by Atos was completed on August 11, 2014. The new legal entity for your contract(s) will be Atos IT Solutions and Services, Inc., headquartered at 2500 Westchester Avenue, Suite 300, Purchase, New York 10577.

This business combination is another step toward Atos' 2016 ambition to become a worldwide Tier 1 company. Bull's expertise in critical market segments helps reinforce Atos' leadership in Cloud Computing, Cybersecurity, and Big Data.

Atos has assumed and will perform all the obligations of your current agreements and purchase orders with Bull. As we finalize the integration activities there may be a need to have current contracts and/or Purchase Orders updated, and we will work directly with you and other named individuals/departments to coordinate, perform our respective business obligations and administer our business partnership. There is no action required by you at this time, however, please continue making payments per your existing instructions until further notice.

Bull, and now Atos, sincerely appreciate the business partnership that we have developed with your organization, and thank you for your business.

I hope you share with us the excitement that the new Atos brings and I look forward to discussing the increased value the new organization can bring to the State of Tennessee, TN Labor and Workforce Development. Please feel free to contact me if you have any immediate questions @ 978-294-4160, or in the interim please visit www.na.atos.net.

Best regards,

A handwritten signature in black ink, appearing to read "David W. Bradbury", with a long horizontal line extending to the right.

David W. Bradbury
Senior Vice President, Big Data and Security, North America
Atos IT Solutions and Services, Inc.

Atos - 285 Billerica Road, Suite 200 - Chelmsford, MA 01824-4174 - www.na.atos.net



GENERAL ASSEMBLY OF THE STATE OF TENNESSEE
FISCAL REVIEW COMMITTEE

320 Sixth Avenue, North – 8th Floor
NASHVILLE, TENNESSEE 37243-0057
615-741-2564

Sen. Bill Ketron, Chairman
Senators

Douglas Henry Reginald Tate
Brian Kelsey Ken Yager
Eric Stewart
Randy McNally, *ex officio*
Lt. Governor Ron Ramsey, *ex officio*

Rep. Curtis Johnson, Vice-Chairman
Representatives

Tommie Brown David Shepard
Jim Coley Tony Shipley
Charles Curtiss Curry Todd
Johnny Shaw Mark White
Charles Sargent, *ex officio*
Speaker Beth Harwell, *ex officio*

M E M O R A N D U M

TO: Jessica Robertson, Chief Procurement Officer
 Department of General Services

FROM: Senator Bill Ketron, Chairman *BK*
 Representative Curtis Johnson, Vice-Chairman *CJ*

DATE: October 16, 2012

SUBJECT: **Contract Comments**
 (Fiscal Review Committee Meeting 10/15/12)

RFS# 337.10-76113 (Edison # Pending)

Department: Labor and Workforce Development

Vendor: Bull HN Information Systems, Inc.

Summary: The proposed contract provides for (1) continuing remote hosting and disaster recovery services; (2) adds production control, operations support, and an increased level of remote technical services; and (3) includes optional database administration and mainframe COBOL Programming support relative to processing unemployment insurance claims and benefits. The proposed contract has a term beginning November 11, 2012, and ending November 10, 2015. Proposed maximum liability: \$6,459,986

After review, the Fiscal Review Committee voted to recommend approval of the contract.

cc: The Honorable Karla Davis, Commissioner



STATE OF TENNESSEE
DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
220 French Landing Drive
Nashville, TN 37243
(615)741-6642

BILL HASLAM
GOVERNOR

KARLA DAVIS
COMMISSIONER

September 11, 2012

Lucian Geise, Director
Fiscal Review Committee
8th Floor, Rachel Jackson Building
Nashville, TN 37243

REF: 337.10-76113 Non-Competitive Contract

Dear Mr. Geise:

Outlined below is our justification for a Non-Competitive Contract with Bull HN Information Systems, Inc (Bull). The Tennessee Department of Labor and Workforce Development currently contracts with Bull to provide the following services under contract number FA-09-25537-00, effective August 1, 2008:

1. Remote Hosting services
2. Disaster Recovery Services

We are requesting approval of a new contract with Bull in order to add new services. The initial term of the new contract is from November 1, 2012 through *NOV. 10*, 2015 with two additional option years. Additionally, under Phase 2 of this new contract, and upon expiration of the existing contract, Bull will continue to deliver the services under the current contract's scope of services. The new contract agreement will immediately allow the state to receive the following expanded services:

1. Remote Hosting Services
2. Disaster Recovery Services
3. Production Control Services
4. Operations Support Services
5. Remote Technical Support
6. Database Administration Support, and;
7. Mainframe COBOL Programming Support in connection with the State's General Comprehensive Operating System (GCOS) and GCOS Computing Facility.

Bull HN Information Systems, Inc. (Bull) is the sole source provider in the United States (exclusive of Federal Government agencies, Alaska, Hawaii, and the United States Territory of Guam through Bull's distributor, DigitalNet Government Solutions, LLC.) of the DPS 9000/TA22S equipment ("Equipment") and the GCOS 8 operating system software for the DPS 9000/TA22S. Bull HN Information Systems does not distribute maintenance or software through dealerships or re-sellers.

Due the expanded services offered under this new contract, the net revenue expenditure by the state to purchase Bull's services will increase. The increased expenditures under the Bull agreement are substantially offset by an amount anticipated to be saved by the state through a combination of attrition and transfer of some responsibilities to other priority projects associated with SCUBI. The SCUBI project is Tennessee's response to increased effort by the federal government to improve the efficiency of all states UI systems through modernization of their Unemployment Insurance Benefit Payment processes. In the Southeast Region, there is a consortium of four states (Georgia, North Carolina, South Carolina and Tennessee). This consortium, led by Tennessee, is working together to find a way to share core business processes and improve turnaround of legislated changes, such as the several tiers of Emergency Unemployment Benefits enacted by Congress. The new system will eventually replace our Bull mainframe U.I. Benefits system; however, it will be a period of years before the goal of implementing a modernized system will be achieved. In addition, the Tax Accounting sub-systems of our Bull operation will continue to exist until we undertake a similar modernization effort.

Our highest priority is to ensure that the SCUBI development timeline remains on track, as failure to meet specific project deadlines jeopardizes federal funding associated with the project. As the department continues to develop this system it will be necessary to maintain the existing system; however making new investments in human resources to maintain the antiquated legacy system is ill-advised, and would operate to compromise the development process for the replacement system. Also, continuing to expend full time employee resources on support of an aging and legacy system hampers the Department's ability to acquire the new talent necessary to support the new system moving forward. Analysis of our existing human resources indicates the department faces an imminent human resource shortage in that individuals who are familiar with the type of system that the Department of Labor currently uses are increasingly difficult if not impossible to find, and the department anticipates that within the next two to five years as much as 40% of our IT workforce working in this particular area will retire.

It is for these reasons that we are expanding the scope of services for the Bull contract. Doing so will allow the Department to maintain an adequate level of service and operability for the legacy system without a long term investment in employees to provide the service. Maintenance of functionality for the legacy system without the long term investment in day-to-day management of the legacy system allows the Department to focus on oversight of the Bull contract, and divert our employee resources to SCUBI development. Simply stated, identifying and attracting human resources capable of working on outdated equipment and programming language required by our antiquated system has proven to be a difficult and expensive undertaking. We need not continue to build a workforce that can support the legacy system when replacement of the legacy is our top priority. The new Bull Contract allows us to leverage national expertise for support of our legacy system until it can be replaced.

The need to maintain support of the system in a way that is both responsive and adequate is particularly important in light of the unprecedented demand for services placed on our system UI system because of the status of the economy. A good example of how the department has leveraged Bull's expertise in the recent past is evidenced by our decision to outsource our mainframe operations to Bull. This decision was approved by the IT Assessment & Budget Committee (IT-ABC) on April 14, 2008. The transfer of our mainframe operation from Nashville, Tennessee to Phoenix, Arizona was successfully completed over the Thanksgiving weekend of 2008. The new host system which Bull provided gave us faster processors, more storage and memory than we previously had. Following the relocation, unemployment unexpectedly began to spike and because of the availability of more resources in our new host system, we were able to meet the demand for more benefit payments to our citizens without interruption. We continue to meet demand although our unemployment rate and the volume of initial claims and continued weekly claims by our citizens remain high and our daily batch processing window is being taxed as we look for newer and more innovative ways to improve our efficiency.

Bull's expertise will continue to provide the Department with ready access to an increasingly unavailable resource, permitting the department to focus its efforts on development and execution of the SCUBI project. Based on the above justification, I am requesting your approval of this non-competitive contract.

Sincerely,

Handwritten signature of Karla Davis in cursive script.

Karla Davis, Commissioner

KD: RJ: mho

Supplemental Documentation Required for
Fiscal Review Committee

*Contact Name:	Melvin O'Neal	*Contact Phone:	615 532-1071		
*Original Contract Number:	N/A	*Original RFS Number:	3371076113		
Edison Contract Number: <i>(if applicable)</i>		Edison RFS Number: <i>(if applicable)</i>	N/A		
*Original Contract Begin Date:	11/11/2012	*Current End Date:	11/10/2015		
Current Request Amendment Number: <i>(if applicable)</i>	N/A				
Proposed Amendment Effective Date: <i>(if applicable)</i>	N/A				
*Department Submitting:	Labor and Workforce Development				
*Division:	Employment Security				
*Date Submitted:	9/10/2012				
*Submitted Within Sixty (60) days:	Yes				
<i>If not, explain:</i>					
*Contract Vendor Name:	Bull HN Information Systems, Inc.				
*Current Maximum Liability:	\$ 6,459,986.25				
*Current Contract Allocation by Fiscal Year: (as Shown on Most Current Fully Executed Contract Summary Sheet)					
FY:13	FY:14	FY:15	FY:16	FY17	FY18
\$1,018,389.00	\$2,077,841.18	\$2,509,773.80	\$853,982.27	\$0	\$0
*Current Total Expenditures by Fiscal Year of Contract: (attach backup documentation from STARS or FDAS report)					
FY:	FY:	FY:	FY:	FY	FY
\$ N/A	\$	\$	\$	\$	\$
IF Contract Allocation has been greater than Contract Expenditures, please give the reasons and explain where surplus funds were spent:			N/A		
IF surplus funds have been carried forward, please give the reasons and provide the authority for the carry forward provision:			N/A		
IF Contract Expenditures exceeded Contract Allocation, please give the reasons and explain how funding was acquired to pay the overage:			N/A		

Supplemental Documentation Required for
Fiscal Review Committee

*Contract Funding Source/Amount:	State:		Federal:	DOL- Unemployment Insurance Admin. _10M
Interdepartmental:			<i>Other:</i>	
If " <i>other</i> " please define:				
Dates of All Previous Amendments or Revisions: <i>(if applicable)</i>		Brief Description of Actions in Previous Amendments or Revisions: <i>(if applicable)</i>		
none		none		
Method of Original Award: <i>(if applicable)</i>		Non-competitive Contract		
*What were the projected costs of the service for the entire term of the contract prior to contract award?		N/A		

Supplemental Documentation Required for
Fiscal Review Committee

	<p>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.</p> <p>If it is determined that the question is not applicable to your contract document attach detailed explanation as to why that determination was made.</p>					
	Planned expenditures by fiscal year by deliverable. Add rows as necessary to indicate all estimated contract expenditures.					
Deliverable description:	FY:13	FY:14	FY:15	FY:16	FY:17	FY:18
Managed Hosting	834,264.00	883,059.17	1,237,550.66	421,184.54	0	0
Production Control Phase 1	26,925.00	0	0	0	0	0
Production Control Phase 2	19,750.00	49,479.28	52,750.02	17,947.69	0	0
Computer Operations Phase 1	44,700.00	0	0	0	0	0
Computer Operations Phase 2	39,750.00	99,584.88	106,137.57	36,122.56	0	0
Technical Support	53,000.00	82,987.40	88,447.97	30,102.14	0	0
Database Admin. Support	0	136,746.45	145,744.37	49,602.23	0	0
COBOL Programming	0	751,584.00	801,038.23	272,623.11	0	0
Travel, Lodging & per diem	0	74,400.00	78,120.00	26,400.00		
	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:13	FY:14	FY:15	FY: 16	FY:17	FY:18
See attached	184,395.00	339,941.50	316,392.14	112,690.29		

Supplemental Documentation Required for
Fiscal Review Committee

detail breakout services based on 36 months contract						
	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:13	FY:14	FY:15	FY:16	FY:17	FY:18
	N/A					
Other Vendor Cost: (name of vendor)	FY:13	FY:14	FY:15	FY:16	FY:17	FY:18
Other Vendor Cost: (name of vendor)	FY:13	FY:14	FY:15	FY:16	FY:17	FY:18



OIR Pre-Approval Endorsement Request E-Mail Transmittal

TO : Jane Chittenden, OIR Procurement & Contract Management Director
Department of Finance & Administration
E-mail : Jane.Chittenden@tn.gov

FROM : Melvin O'Neal
E-mail : Melvin.oneal@tn.gov

DATE : 8/27/2012

RE : Request for OIR Pre-Approval Endorsement

Applicable RFS # 33710-76113

OIR Endorsement Signature & Date:

Mark Buzgel (ju)
Chief Information Officer

8/29/12

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

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

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

Contracting Agency	Labor and Workforce Development
Agency Contact (name, phone, e-mail)	Lisa Howard, 253-3983 / lisa.howard@tn.gov
Subject Procurement Document (mark one)	
<input type="checkbox"/> RFP	<input type="checkbox"/> Contract
<input type="checkbox"/> Competitive Negotiation Request	<input type="checkbox"/> Contract Amendment
<input type="checkbox"/> Alternative Procurement Method Request	<input type="checkbox"/> Grant
<input checked="" type="checkbox"/> Non-Competitive Contract Request	<input type="checkbox"/> Grant Amendment
<input type="checkbox"/> Non-Competitive Amendment Request	
Information Systems Plan (ISP) Project Applicability	
<input checked="" type="checkbox"/> Not Applicable to this Request	
<input type="checkbox"/> Applicable- ISP Project#	
Response Confirmed by IT Director/Staff (name): Leesa Bray	

Applicable RFS # 33710-76113

Required Attachments (as applicable – copies without signatures acceptable)

- RFP, Competitive Negotiation Request, Alternative Procurement Method Request, Non-Competitive Contract Request, Non-Competitive Amendment Request
- Original Contract/Grant or Amendment
- Proposed Contract/Grant or Amendment

Subject Information Technology Service Description

(Brief summary of information technology services involved. Clearly identify included technologies such as system development/maintenance, security, networking, etc. As applicable, identify the contract & solicitation sections related to the IT services.)

Providing Remote Hosting, Disaster Recovery and other Support services.

Non-Competitive Contract Request

NOT required for a contract with a federal, Tennessee, or Tennessee local government entity or a grant.

Route a completed request, as one file in PDF format, via e-mail attachment sent to: Agsprr.Agsprf@state.tn.us

APPROVED

COMMISSIONER OF FINANCE & ADMINISTRATION

Request Tracking #	33710-76113	
1. Contracting Agency	Labor and Workforce Development	
2. Proposed Contractor	Bull HN Information Systems Inc.	
3. Proposed Contract Period – with ALL options to extend exercised The proposed contract start date shall follow the approval date of this request.	60 months	
4. Maximum Contract Cost – with ALL options to extend exercised	\$ 10,417,228.00	
5. Office for Information Resources Endorsement – information technology (N/A to THDA)	<input type="checkbox"/> Not Applicable <input checked="" type="checkbox"/> Attached	
6. eHealth Initiative Support – health-related professional, pharmaceutical, laboratory, or imaging	<input type="checkbox"/> Not Applicable <input type="checkbox"/> Attached	
7. Human Resources Support – state employee training	<input type="checkbox"/> Not Applicable <input type="checkbox"/> Attached	
8. Has the contracting agency bought the subject service before?	<input type="checkbox"/> NO <input checked="" type="checkbox"/> YES, it was procured by... <input type="checkbox"/> RFP <input type="checkbox"/> Another Competitive Method <input checked="" type="checkbox"/> Non-Competitive Negotiation	
9. Service Description – brief <u>summary</u> only – do NOT restate the proposed scope of service	<p>To continue acquiring Bull mainframe hosting services, disaster recovery, and technical support services.</p>	
10. Explanation of Need for or Requirement Placed on the State to Acquire the Service	<p>The state is required to provide unemployment insurance. Unemployment insurance claims and benefits are processed on the state's CGOS environment running on Bull HN Information Systems, Inc. remote hosting services.</p>	
11. Name & Address of the Contractor's Principal Owner(s) – NOT required for a TN state education institution	<p>Bull HN Information Systems, Inc., David W. Bradbury, President, 285 Billerica Road, Suite 200, Chelmsford, MA 01824</p>	
12. Evidence Contractor's Experience & Length Of Experience Providing the Service		

Request Tracking #	33710-76113
<p>Bull HN Information Systems, Inc. has been providing the agency's Bull remote hosting services and disaster recovery services for more than 14 years.</p>	
<p>13. Efforts to Identify Reasonable, Competitive, Procurement Alternatives</p> <p>Bull mainframe is an older technology and Bull HN Information Systems, Inc. is the only provider of support for this technology.</p>	
<p>14. Justification – specifically explain why non-competitive negotiation is in the best interest of the state</p> <p>These services must continue to support the current Unemployment Insurance System while the replacement known as SCUBI (Southeast Consortium Unemployment Benefits Initiative) is being developed and implemented. These services also support the Tax Accounting sub-systems and will need to continue.</p> <p>Outsourcing of additional services related to the Bull mainframe for production control, computer operations, systems engineering and database administration results in a cost savings to the state. The skill set required for supporting the Bull mainframe is difficult to find. This positions the state to be prepared for the retirement of state staff currently providing these services. 40% of the staff are currently eligible to retire.</p>	
<p>Agency Head Signature and Date – MUST be signed by the ACTUAL agency head as detailed on the current Signature Certification. Signature by an authorized signatory is acceptable only in documented exigent circumstances</p> <p><i>Carla Davis</i> 8/29/12</p>	

**CONTRACT**

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

Begin Date 11/11/2012	End Date 11/10/2015	Agency Tracking # 3371076113	Edison Record ID 34277		
Contractor Legal Entity Name Bull HN Information Systems Inc.			Edison Vendor ID 595		
Service Caption (one line only) Providing Remote Hosting, Disaster Recovery and other Support services.					
Subrecipient or Vendor <input type="checkbox"/> Subrecipient <input checked="" type="checkbox"/> Vendor		CFDA # 17.225			
Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
13		1,018,389.00			1,018,389.00
14		2,077,841.18			2,077,841.18
15		2,509,773.80			2,509,773.80
16		853,982.27			853,982.27
17					
TOTAL:		6,459,986.25			6,459,986.25
American Recovery and Reinvestment Act (ARRA) Funding: <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO					
Ownership/Control					
<input type="checkbox"/> African American <input type="checkbox"/> Asian <input type="checkbox"/> Hispanic <input type="checkbox"/> Native American <input type="checkbox"/> Female <input type="checkbox"/> Person w/Disability <input type="checkbox"/> Small Business <input type="checkbox"/> Government <input checked="" type="checkbox"/> NOT Minority/Disadvantaged <input type="checkbox"/> Other:					
Selection Method & Process Summary (mark the correct response to confirm the associated summary)					
<input type="checkbox"/> RFP		The procurement process was completed in accordance with the approved RFP document and associated regulations.			
<input type="checkbox"/> Competitive Negotiation		The predefined, competitive, impartial, negotiation process was completed in accordance with the associated, approved procedures and evaluation criteria.			
<input type="checkbox"/> Alternative Competitive Method		The predefined, competitive, impartial, procurement process was completed in accordance with the associated, approved procedures and evaluation criteria.			
<input checked="" type="checkbox"/> Non-Competitive Negotiation		The non-competitive contractor selection was completed as approved, and the procurement process included a negotiation of best possible terms & price.			
<input type="checkbox"/> Other		The contractor selection was directed by law, court order, settlement agreement, or resulted from the state making the same agreement with <u>all</u> interested parties or <u>all</u> parties in a predetermined "class."			
Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations. <i>Ron Jones</i>			OCR USE - FA		
Speed Chart (optional)		Account Code (optional)			



**CONTRACT
BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
AND
BULL HN INFORMATION SYSTEMS, INC.**

This Contract, by and between the State of Tennessee, Department of Labor and Workforce Development, hereinafter referred to as the "State" and Bull HN Information Systems, Inc., hereinafter referred to as the "Contractor," is for the provision of providing Remote Hosting, Disaster Recovery and other Support services, as further defined in the "SCOPE OF SERVICES."

The Contractor is a For-Profit Corporation.
Contractor Place of Incorporation or Organization: Delaware
Contractor Edison Registration ID # 595

A. SCOPE OF SERVICES:

- A.1. The Contractor shall provide all service and deliverables as required, described, and detailed herein and shall meet all service and delivery timelines as specified by this Contract.
- A.2. The purpose of this Contract is for the Contractor to provide the State with Remote Hosting Services, Disaster Recovery Services, Production Control Services, GCOS 8 Operations Support Services, GCOS 8 Remote Technical Support Services, IDSII Database Administration Support, and Mainframe COBOL Programming, in connection with the State's GCOS environment and GCOS Computing Facility, including its related communications network, as defined in the Statement of Work attached to this Contract as Appendix A (the "SOW") and incorporated by reference herein (collectively, the "Services").
- A.3. Correction of Deficiencies. Any corrections or deficiencies relating to the Contract Scope of Services requirements or deliverables and any investigation necessary to determine the source of such deficiencies shall be completed by the Contractor at no cost to the State.
- A.4. Additional Work. The State may request, at its sole discretion, additional work involving the enhancement or modification of a deliverable under the Contract Scope of Services, provided that this Contract is amended to require such work.

B. CONTRACT PERIOD:

This Contract shall be effective for the period beginning 11/11/2012, and ending on 11/10/2015. The Contractor hereby acknowledges and affirms that the State shall have no obligation for services rendered by the Contractor which were not performed within this specified contract 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 a contract amendment. If a term extension necessitates additional funding beyond that which was included in the original Contract, an increase of the State's maximum liability will also be effected through contract amendment, and shall be based upon payment rates provided in the original Contract.

C. PAYMENT TERMS AND CONDITIONS:

- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Contract exceed six million four hundred fifty nine thousand nine hundred eighty six dollars and twenty five cents (\$6,459,986.25). The payment rates in Section C.3 and the Travel Compensation provided



in Section C.4 shall constitute the entire compensation due the Contractor for the Service and all of the Contractor's obligations hereunder regardless of the difficulty, materials or equipment required. The payment rates include, but are not limited to, all applicable taxes, fees, overheads, and all other direct and indirect costs incurred or to be incurred by the Contractor.

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

- C.2. Compensation Firm. The payment rates and the maximum liability of the State under this Contract are firm for the duration of the Contract and are subject to escalation provisions as detailed in Section C.10 of this Contract.
- C.3. Payment Methodology. The Contractor shall be compensated based on the payment rates herein for units of service authorized by the State in a total amount not to exceed the Contract Maximum Liability established in section C.1.
 - a. The Contractor's compensation shall be contingent upon the satisfactory completion of units, milestones, or increments of service defined in section A.
 - b. The Contractor shall be compensated for said units, milestones, or increments of service based upon the following payment rates:

<u>SERVICE DESCRIPTION</u>	<u>AMOUNT</u> <u>(per compensable increment)</u>
Managed Hosting Services Fee Effective 11/11/2012 Including Disaster Recovery Services for GCOS and Remote VPN Services for up to twenty-five (25) named employees (according to the records that document the number of state employees who log on at least once during the calendar month for Remote VPN Services). Including Disaster Recovery Services for GCOS and Remote VPN Services for up to twenty-five named employees (according to the records that document the number of state employees who log on at least once during the calendar Month for Remote VPN Services).	\$ 77,338 per Month*
Managed Hosting Services Fee Effective 10/01/2013 Including Disaster Recovery Services for GCOS and Remote VPN Services for up to twenty-five (25) named employees (according to the records that document the number of state employees who log on at least once during the calendar month for Remote VPN Services).	\$ 92,696 per Month*
Production Control Services Fee Phase 1 – Effective 11/11/2012 Phase 2 – Effective upon mutually agreed to milestone to be	\$8,975 per Month \$3,950 per Month



determined no later than ninety days after the effective date of the Contract.

GCOS 8 Operations Support Services Fee

Phase 1 – Effective 11/11/2012	\$14,900 per Month
Phase 2 - Effective upon mutually agreed to milestone to be determined no later than ninety days after the effective date of the Contract.	\$7,950 Per Month

GCOS 8 Remote Technical Support Services Fee - \$6,625.00 per Month
Effective 11/11/2012 - Up to 1,000 Hours per year

Hourly Rate for Remote Technical Support Services In Excess of Contracted 1,000 Hours per Year- Optional \$104 per Hour

IDS II Database Administration Support Services Fee – Effective 7/1/2013 - Up to 2,000 Hours per year \$10,916.66 per Month

Hourly Rate for IDS II Database Administration Support Services In Excess of Contracted 2,000 Hours per Year- Optional \$96.00 per Hour

Hourly Rate for Mainframe COBOL – Optional Services – Effective 7/01/2013 – Maximum hours per year 12,000/yr. \$60 per Hour

* EXCEPT THAT, a monthly processor utilization Baseline was established by averaging the Customer's normal workload during the first three full processing months after the Customer's workload was moved, with the Customer's approval, to a new Helios 4 mainframe effective May 1, 2012. If the Customer's subsequent monthly processor utilization average for 3 consecutive months exceeds the Baseline by twenty percent (20%) or more, the Monthly Managed Hosting Services Fee will increase by an amount equal to the percentage of utilization over one hundred and twenty percent (120%). (e.g., 121% utilization would increase this fee to \$ 93,622.96 per month during the period from 10/1/2013 – 9/30/2014).

- 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. Travel Compensation applies only to COBOL Programmers.

The Contractor must include (in addition to other invoice requirements of this Contract) a complete itemization of 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."

- 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 present said invoices no more often than monthly, with all necessary supporting documentation, to:

Department of Labor and Workforce Development
 220 French Landing Drive, 4A
 Nashville, TN 37243-1002

- a. Each invoice shall clearly and accurately detail all of the following required information (calculations must be extended and totaled correctly).



- (1) Invoice Number (assigned by the Contractor)
 - (2) Invoice Date
 - (3) Contract Number (assigned by the State)
 - (4) Customer Account Name: Labor and Workforce Development & Employment Security
 - (5) Customer Account Number (assigned by the Contractor to the above-referenced Customer)
 - (6) Contractor Name
 - (7) Contractor Tennessee Edison Registration ID Number Referenced in Preamble of this Contract
 - (8) Contractor Contact for Invoice Questions (name, phone, and/or fax)
 - (9) Contractor Remittance Address
 - (10) Description of Delivered Service
 - (11) Complete Itemization of Charges, which shall detail the following:
 - i. Service or Milestone Description (including name & title as applicable) of each service invoiced
 - ii. Number of Completed Units, Increments, Hours, or Days as applicable, of each service invoiced
 - iii. Applicable Payment Rate (as stipulated in Section C.3.) of each service invoiced
 - iv. Amount Due by Service
 - v. Total Amount Due for the invoice period
- b. The Contractor understands and agrees that an invoice 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) only be submitted for completed service and shall not include any charge for future work;
 - (3) not include sales tax or shipping charges; and
 - (4) initiate the timeframe for payment (and any discounts) only when the State is in receipt of the invoice, and the invoice meets the minimum requirements of this section C.5.
- C.6. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any payment, invoice, or matter in relation thereto. A payment by the State shall not be construed as acceptance of any part of the work or service provided or as approval of any amount invoiced.
- 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. Prerequisite Documentation. The Contractor shall not invoice the State under this Contract until the State has received the following documentation properly completed.
- a. The Contractor shall complete, sign, and present to the State an "Authorization Agreement for Automatic Deposit (ACH Credits) Form" provided by the State. By doing



so, the Contractor acknowledges and agrees that, once said form is received by the State, 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).

- b. The Contractor shall complete, sign, and present to the State a "Substitute W-9 Form" provided by the State. The taxpayer identification number detailed by said form must agree with the Contractor's Federal Employer Identification Number or Tennessee Edison Registration ID referenced in this Contract.

- C.10. Fee Increases: Effective on November 1, 2013, and on the effective anniversary date for each twelve (12) months period thereafter, all fees in Section C.3. under this Contract will be increased by Bull by an amount not greater than Consumer Price Index for Urban Wage Earners CPI-W as published by the Bureau of Labor Statistics, U.S. Department of Labor over the previous year.

D. STANDARD TERMS AND CONDITIONS:

- D.1. Required Approvals. The State is not bound by this Contract until it is signed by the contract parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this contract, said officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.2. Modification and Amendment. This Contract may be modified only by a written amendment signed by all parties hereto and approved by both the officials who approved the base contract and, depending upon the specifics of the contract as amended, any additional officials required by Tennessee laws and regulations (said officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.3. Termination for Convenience. The State may terminate this Contract without cause for any reason. Said termination shall not be deemed a breach of contract by the State. The State shall give the Contractor at least ninety (90) days written notice before the effective termination date. The Contractor shall be entitled to 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, each 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.

The Contractor acknowledges, understands, and agrees that this Contract shall be null and void if the Contractor is, or within the past six months has been, an employee of the State of Tennessee or if the Contractor is an entity in which a controlling interest is held by an individual who is, or within the past six months has been, an employee of the State of Tennessee.

- 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 handicap or 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 *Tennessee Code Annotated*, Section 12-4-124, *et seq.*, 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 3, 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 *Tennessee Code Annotated*, Section 12-4-124, *et seq.* 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 venturers, or associates of one another. It is expressly acknowledged by the parties hereto that such parties are independent contracting entities and that nothing in this Contract shall be construed to create an employer/employee relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.
- The Contractor, being an independent contractor and not an employee of the State, agrees to carry adequate public liability and other appropriate forms of insurance, including adequate public liability and other appropriate forms of insurance on the Contractor's employees, and to pay all applicable taxes incident to this Contract.
- D.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:

Ron Jones, Administrator
Department of Labor and Workforce Development
220 French Landing Drive, 4A
Nashville, TN 37243-1002
ron.jones@tn.gov
Telephone # 615 532-8671
FAX # 615 741-3002

The Contractor:

David W. Bradbury, President
Bull HN Information Systems Inc.
285 Billerica Road
Suite 200
Chelmsford, MA 01824
Telephone Number (978) 294-4160
Facsimile Number (978) 244-0062

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, if a retired member of TCRS, 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. Insurance. The Contractor shall carry adequate liability and other appropriate forms of insurance.
- a. The Contractor shall maintain, at minimum, the following insurance coverage:
 - (1) Workers' Compensation/ Employers' Liability (including all states coverage) with a limit not less than the relevant statutory amount or one million dollars (\$1,000,000) per occurrence for employers' liability whichever is greater.
 - (2) Comprehensive Commercial General Liability (including personal injury & property damage, premises/operations, independent contractor, contractual liability and completed operations/products) with a bodily injury/property damage combined single limit not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate.
 - (3) Contractor may fulfill the requirements of paragraphs a(1) and a (2) through a combination of primary and excess insurance.
 - b. At any time State may require the Contractor to provide a valid Certificate of Insurance detailing Coverage Description; Insurance Company & Policy Number; Exceptions and Exclusions; Policy Effective Date; Policy Expiration Date; Limit(s) of Liability; and Name and Address of Insured. Failure to provide required evidence of insurance coverage shall be a material breach of this Contract.
- E.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. 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.8. Federal Funding Accountability and Transparency Act (FFATA). This Contract requires the Contractor to provide supplies and/or services that are funded in whole or in part by federal funds that are subject to FFATA. The Contractor is responsible for ensuring that all applicable requirements, including but not limited to those set forth herein, of FFATA are met and that the Contractor provides information to the State as required.

The Contractor shall comply with the following:

- a. Reporting of Total Compensation of the Contractor's Executives.
 - (1) The Contractor shall report the names and total compensation of each of its five most highly compensated executives for the Contractor's preceding completed fiscal year, if in the Contractor's preceding fiscal year it received:
 - i. 80 percent or more of the Contractor's annual gross revenues from Federal procurement contracts and Federal financial assistance subject



- to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
- ii. \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and
 - iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

Executive means officers, managing partners, or any other employees in management positions.

- (2) Total compensation means the cash and noncash dollar value earned by the executive during the Contractor's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):

- i. Salary and bonus.
- ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
- iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
- iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
- v. Above-market earnings on deferred compensation which is not tax qualified.
- vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

- b. The Contractor must report executive total compensation described above to the State by the end of the month during which this Contract is awarded.
- c. If this Contract is amended to extend its term, the Contractor must submit an executive total compensation report to the State by the end of the month in which the amendment to this Contract becomes effective.
- d. The Contractor will obtain a Data Universal Numbering System (DUNS) number and maintain its DUNS number for the term of this Contract. More information about obtaining a DUNS Number can be found at: <http://fedgov.dnb.com/webform/>

The Contractor's failure to comply with the above requirements is a material breach of this Contract for which the State may terminate this Contract for cause. The State will not be obligated to pay any outstanding invoice received from the Contractor unless and until the Contractor is in full compliance with the above requirements.



- E.9. Contractor and the State are not liable for any indirect, special or consequential damages or lost profits to anyone arising out of this Agreement or the use of Services, products, materials or documentation.
- E.10. Contractor is not liable for any loss, destruction or damage to the State's application programs and data files unless due solely to the fault of Contractor and then only to the extent of restoring the lost, destroyed or damaged programs and data files, provided that such restoration can be reasonably performed by Contractor. The State shall furnish Contractor with all information necessary for such restoration.
- E.11. For all claims arising under this Agreement that are not covered by a service credit as set forth in Appendix A, the State's exclusive remedy and Contractor's entire liability in contract, tort, negligence or otherwise arising out of or in any way connected with Services hereunder is the payment by Contractor of actual damages not to exceed the actual charges paid by the State to Contractor for the period that such Services caused the actual damage. For any claims arising under this Agreement that are covered by a service credit set forth in Appendix A Section 10., such service credit shall constitute the State's sole and exclusive remedy and Contractor's entire liability.
- E.12. Notwithstanding anything in this section to the contrary, any provision or provisions of this section will not apply to the extent it is determined by a court of competent jurisdiction, including appellate review if pursued, to violate the law or constitution of the State of Tennessee.
- E.13. THERE ARE NO EXPRESS OR IMPLIED WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE NOT SPECIFIED HEREIN RESPECTING THIS AGREEMENT OR THE SERVICES, PRODUCTS, MATERIALS AND DOCUMENTATION PROVIDED. CONTRACTOR DOES NOT WARRANT THAT THE USE OF THE SOFTWARE PRODUCTS WILL BE UNINTERRUPTED OR THAT THE SOFTWARE PRODUCTS ARE ERROR-FREE.
- E.14. Any Reseller or third party receiving the State's orders for service hereunder or providing any service for Contractor hereunder is not a partner, agent, employee or franchise of Contractor and has no authority to bind Contractor or to assume or create any obligations express or implied on behalf of Contractor or in Contractor's name. Contractor and the State are not partners, agents, employees or franchisees of each other.
- E.15. Contractor Confidential Information and Contractor Software. Contractor warrants to the State that it has the right to disclose all confidential information it discloses to the State under the obligations of confidentiality as set forth herein. The State agrees to retain in confidence and not disclose to others any information, whether or not in written form, of Contractor, including, but not limited to, trade secrets, marketing materials, data compilations, business plans, user data and technical information, which is designated as confidential by Contractor at the time it is disclosed to the State or which the State otherwise knows is confidential ("Contractor Confidential Information"). The State agrees that all Contractor Confidential Information will remain the exclusive property of Contractor and that during the term of this Contract and for three (3) years from its expiration or termination: (i) it will maintain, and will use prudent methods to cause its employees and agents to maintain, the confidentiality and secrecy of the Contractor Confidential Information; (ii) it will use prudent methods to see that it and its employees and agents do not, copy, publish, disclose to others or use (other than pursuant to the terms hereof) the Contractor Confidential Information; (iii) it will return or destroy all copies of Contractor Confidential Information upon request of Contractor; and (iv) it will not use the Contractor Confidential Information for any purpose other than as permitted in this Contract. It is further agreed that the terms and conditions of this Contract are confidential, provided that the existence of this Contract and descriptions of the Services hereunder may be disclosed in press releases and other marketing collateral.

Notwithstanding the foregoing, Contractor Confidential Information will not include any information to the extent it (i) is or becomes a part of the public domain through no act or omission on the part of the State; (ii) is disclosed to third parties by the Contractor without restriction on such third parties; (iii) is in the State's possession, without actual or constructive knowledge of an obligation



of confidentiality with respect thereto, at or prior to the time of disclosure under this Contract; (iv) is disclosed to the State by a third party having no obligation of confidentiality with respect thereto; (v) is independently developed by this State without reference to or use of the Contractor's Confidential Information; or (vi) is released from confidential treatment by written consent of the Contractor. The State may disclose the Contractor's Confidential Information to the extent required to be disclosed by a court or governmental agency pursuant to a statute, regulation or valid order; provided that the State first notifies the Contractor and gives the Contractor the opportunity to seek a protective order or to contest such required disclosure.

The State shall have no obligation to treat as confidential any information that was in the State's possession without binder of secrecy prior to receipt from the Contractor, is independently developed by the State or is or becomes public knowledge independent of any act by the State.

All software and related documentation (a) owned or licensed by Contractor prior to the Effective Date which is necessary to or used in connection with the Services or (b) which Bull Services acquires ownership of or license rights in after the Effective Date and which are necessary to or used in connection with the Services (collectively the "Contractor Software" or "Bull Software") shall be and shall remain the exclusive property of Bull, and the State shall have no rights or interests in the Bull Software except as may be expressly provided in this Contract.

As part of the Services, Contractor shall:

- (a) use the Bull Software as identified in Appendix A as being supplied by Bull and such other system software as the State and Bull may agree from time to time (collectively, the "Bull Software"); and
- (b) make available the Bull Software to the State for its use on the Bull computer systems as identified in Appendix A, Section 2 A. (1) b) (collectively the "Bull System"), as they may be modified by an approved RFC, provided that such right to use by the State shall be limited to such use as is necessary to make effective use of the Services. The State further agrees that Bull Software is confidential information, which shall be treated in accordance with this Section E.13 of this Contract.

IN WITNESS WHEREOF,

BULL HN INFORMATION SYSTEMS INC.:



 CONTRACTOR SIGNATURE

10/23/2012

 DATE

David W. Bradbury, President

PRINTED NAME AND TITLE OF CONTRACTOR SIGNATORY (above)

DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT:



 Karla Davis, Commissioner

10/25/12

 DATE



Appendix A

Statement of Work ("SOW")

The Services to be supplied by Bull consist of the following:

- (1) Managed Hosting Services
 - a. Remote Hosting
 - b. Disaster recovery
- (2) Production Control Services
- (3) GCOS 8 Operations Support Services
- (4) GCOS 8 Remote Technical Support Services
- (5) IDSII Data Base Administration Support
- (6) Mainframe COBOL Programming

The following apply to all Services:

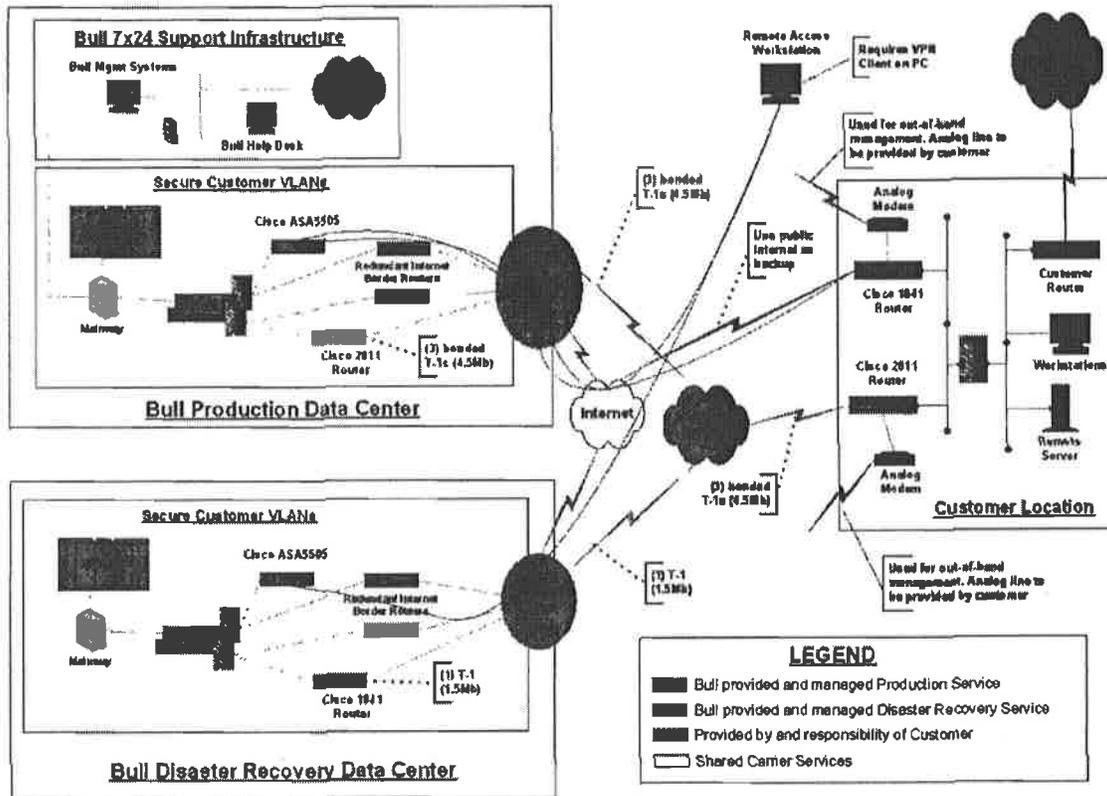
- (7) Limitations
- (8) State Responsibilities
- (9) Joint Responsibilities
- (10) Service Level Agreement
- (11) Other

(1) Managed Hosting Services

- a) Remote Hosting. For remote hosting Bull will provide:
 - i. A communications environment within the Bull Data Center that separates the State's communications infrastructure from any other Bull customer. Bull and the State's responsibilities for the communications environment are depicted in the following diagram.



Bull Managed Service for State of Tennessee



- ii. Network monitoring and repair of its network services 7 x 24 through its automated Bull Network Management Center. Bull will supply to the State general network availability metrics for segments of the network under the direct responsibility of Bull.
- iii. Software that is necessary to facilitate the Services provided by Bull, where such software is part of the Bull Provided Software set forth in Attachment 4 attached to this SOW.
- iv. Network infrastructure to segregate the State from other Bull customers while allowing limited access to the State GCOS systems at the Bull Data Centers.
- v. Internet access at the Bull Data Centers allowing remote client VPN access to the State systems.
- vi. A Bull 7x24 fully managed Cisco 2811 router at the Bull Production Data Center. This router is used to terminate three (3) T-1 MPLS ports provided by Bull. The router is configured so that the three (3) T-1s are bonded to provide a 4.5Mb connection between the remote State location and the Bull Production Data Center.
- vii. A Cisco ASA5505 VPN device at the Bull Production Data Center allowing up to twenty-five (25) named remote users secure access via the Internet to the State's applications on a monthly basis. This ASA device is also used to terminate the backup secure VPN tunnel via the public Internet. This tunnel



provides connectivity between the State location and the Bull Production Data Center, should the MPLS service be unavailable.

- viii. A Bull 7x24 fully managed Cisco 2811 router at the State location. This router is used to terminate three (3) T-1 MPLS ports provided by Bull. The router is configured so that the three (3) T-1s are bonded to provide a 4.5Mb connection between the remote State location and the Bull Production Data Center. The router has a Bull provided modem attached to the console port on the router to be used for out-of-band management. The State will provide a dedicated analog line to be attached to the Bull provided router.
- ix. A Bull 7x24 fully managed Cisco 1841 router at the State location. This router is used to terminate a secure VPN tunnel that provides backup connectivity via the public Internet should the dedicated MPLS connection be unavailable. The Internet access at the State's location is provided by the State. The router has a Bull provided modem attached to the console port on the router to be used for out-of-band management. The State provides a dedicated analog line that is attached to the Bull provided router.
- x. A Bull 7x24 fully managed Cisco 1841 router at the Bull Disaster Recovery Data Center. This router is used to terminate a T-1 MPLS port provided by Bull. The router is configured to provide a T-1 connection between the remote State location and the Bull Disaster Recovery Data Center.
- xi. Bull will provide a VPN tunnel from the Bull Disaster Recovery Data Center to the State location for access to the ICON system.
- xii. A Cisco ASA5505 VPN device at the Bull Disaster Recovery Data Center allowing up to twenty-five (25) named remote users secure access via the Internet to the State's applications on a monthly basis.
- xiii. Bull will assign public Internet IP addresses to the devices managed by Bull in the Bull Data Centers. The State will provide Bull a public Internet routeable IP address for any device managed by Bull at a State location.
- xiv. Bull will provide redundant core switches and will use VLANs and firewalls to logically segregate the State's network environment from other Bull customers at the Bull Data Centers.
- xv. Bull will supply the Bull Operating System Software required to provide the Remote Hosting Services.
- xvi. Bull will provide the following configuration (the "Bull System"):

Qty	Description
1	Access to a dedicated GCOS partition on a shared DPS9026/446
400GB	Disk space dedicated for the State's volsets
1	Media Server - Owned by the State
1	DataBase Server Processor (DBSP) - Owned by the State

- xvii. Bull will provide off-site tape storage and rotation.
- xviii. Bull will provide a Help Desk function which will be accessible to designated personnel of the State twenty-four (24) hours a day, three hundred and sixty-five (365) days a year. Once calls are qualified, they shall be routed to the appropriate support personnel. Notification is provided to the State regarding progress on resolution, and final outcome.



- xix. Bull will provide an individual, acceptable to the State, to act as account manager. The account manager will be the primary contact between Bull and the State for questions, problem identification and resolution, and billing issues.
- xx. Bull will provide the software described in Attachment 4 (the "Bull Provided Software"). The extent to which the Bull Provided Software will be supported by Bull as part of this Agreement shall be Full Support, Limited Support or No Support. The level of software support for the Bull Provided Software in effect as of the Effective Date of this Agreement is set forth in Attachment 4. Bull shall have the right to change the level of software support for the applicable Bull Provided Software effective upon written notice to the State. For purposes of this SOW, the following definitions shall apply:
- a. Full Support – Bull shall use reasonable efforts to provide software that conforms to its published specifications through problem research, engineering support through the opening and processing of System Technical Action Requests ("STARs"), the development and application of temporary fixes and/or emergency bypasses as well as searching and making available the results of any known problem files and for those items of Bull Provided Software that are designated as owned by a third party, then all of the foregoing is subject to the extent any support is available from such third party.
 - b. Limited Support – Bull shall use reasonable efforts to provide software that conforms to its published specifications through the application of previously developed temporary fixes and/or emergency bypasses and making available the results of known problem files, if any.
 - c. No Support – No support is provided at all.
- b) Disaster Recovery. For disaster recovery Bull will provide:
- i. If the Bull System is expected to be unavailable for use for more than forty eight (48) continuous hours for reasons not caused by nor under the control of the State, then if the State affirmatively certifies in writing to Bull that a disaster situation exists for State, then Bull shall utilize a disaster recovery system with an initial configuration equivalent to that set forth in Appendix A, Section (1) xvi. (the "Disaster Recovery System Configuration") located at a designated Bull Disaster Recovery Data Center to provide Disaster Recovery Services to the State, unless the State decides not to use such Services. Bull may make changes to the Disaster Recovery System Configuration (additions, replacements, modifications). Such equipment changes by Bull will provide equal or greater functionality. Bull shall notify the State of all changes to the Disaster Recovery System Configuration and shall provide the State with a reasonable amount of Testing Use time if any such change would significantly affect the State's backup recovery procedures and operation.
 - ii. The State acknowledges and agrees that while the Bull Disaster Recovery Data Center shall not be in the same facility as the Bull Remote Hosting Data Center, the Bull Disaster Recovery Data Center may be in the same geographic region as the Bull Remote Hosting Data Center.
 - iii. The State agrees to cooperate with Bull in the event of a disaster, to assist in the relocation of the State's workload processing to the Disaster Recovery Facility and in the relocation back to the Bull Remote Hosting Data Center.



- iv. In order to familiarize the State with the operation of its programs on the Disaster Recovery System configuration and to facilitate the State's development and testing of backup recovery procedures, Bull shall make available to the State at no additional charge up to 96 continuous hours of Testing Use time during each 12 month period of this Contract commencing on the Effective Date. In the event of an actual Disaster declared by the State, if and to the extent the State needs to re-locate any equipment, such as a printer, to the Bull's Disaster Recovery Facility, Bull will cooperate with the State and define a mutually acceptable Request for Change to set forth the terms, conditions and charges, if any, associated with the set up, installation and operation of such equipment, which equipment would be relocated at the State's sole cost and expense.
- v. This Agreement does not provide nor is it intended to provide to the State a guarantee of immediate access or exclusive or uninterrupted use of the Bull Disaster Recovery facilities. The State acknowledges that Bull offers Disaster Recovery Services to other customers/prospects and that a potential scheduling conflict for Disaster Recovery Use of Bull's Disaster Recovery facility could arise. In the event of such an occurrence, Bull will negotiate with the State and any other involved party to arrange an equitable scheduling of use time.

(2) Production Control Services

Bull will provide GCOS 8 Production Control services. The Production Control Services will be provided by Bull in two (2) phases.

- a) During Phase 1, Bull will assume the non-print related activities of the State Production Control Staff that are in place as of the Effective Date of the Production Control Services as defined in Section C.3.b of the Contract. Phase 1 Production Control Services will be provided Monday through Friday, during the Prime Shift Central Time. Bull will provide Phase 1 Production Control Services for the State's GCOS 8 production processing consisting of the following tasks:
 - i. Production job creation and submission to the GCOS System Scheduler. Job initiation will be controlled via the State supplied Production Control Job Schedules and using tools similar to those used by the State.
 - ii. Management of the automated scheduler and modify daily schedules, as needed
 - iii. Monitor production jobs using the tools provided by the State as well as Bull provided tools and techniques.
 - iv. Provide the State with a morning report depicting processing results for Production Job processing over the previous 24 hour window.
- b) Phase 2 begins when the State has fully implemented their automated scheduling software for GCOS 8. At that time, it will no longer be necessary for the Production Control staff to submit jobs to the GCOS8 Scheduler, as this activity will be done by the automated scheduler. Phase 2 Production Control Services will be provided Monday through Friday during the Prime Shift Central Time. Bull will provide Phase 2 Production Control Services for the State's GCOS 8 production processing consisting of the following tasks:
 - i. Manage the automated scheduler and modify daily schedules, as needed.
 - ii. Monitor production jobs using the tools provided by the State as well as Bull provided tools and techniques.
 - iii. Provide the State with a morning report depicting processing results for Production Job processing over the previous 24 hour window.



- c) State Responsibilities. The State is responsible for:
- i. Providing Bull with detailed daily processing schedules depicting job dependencies, job schedules and processing priorities.
 - ii. Maintaining production processing schedules, run dependencies.
 - iii. Providing Bull with documented restart and recovery procedures for all production jobs being processed and monitored by Bull.
 - iv. Providing Bull with contact information for problem resolution of aborted jobs.
 - v. Notifying Bull of schedule and production job processing changes using a Bull and State jointly developed change methodology process.
 - vi. Provide training to Bull's Production Control staff prior to transition of the production control function.
 - vii. Providing and maintaining any tools that are required for Production Control functions.
 - viii. Providing Bull with reasonable access to the State's key personnel during the term of this Contract.

(3) Computer Operations Services

Bull will provide GCOS 8 Operations Support services. The Operations Support Services will be provided by Bull in two (2) phases.

- a) During Phase 1, Bull will assume the non-print related activities of the State Computer Operations Staff that are in place as of the Effective Date of the GCOS 8 Operations Support Services as defined in Section C.3.b of the Contract. Phase 1 Operations Support Services will be provided Sunday through Saturday 24 hours per day. Bull will provide Phase 1 GCOS 8 Operations Support Services for the State's GCOS 8 production processing consisting of the following tasks:
- i. Running the State's production jobs per the daily run schedule.
 - ii. Monitoring production jobs using the tools provided by the State as well as Bull provided tools and techniques.
 - iii. Abort notification for Production Jobs that do not complete in a normal manner. Bull will notify the State's designated representative for resolution of aborted job. Notification will be by pager, email or telephone. Resolution of the aborted job will be by the State's designated representative with restarts performed by the State's representative and Bull production control staff.
 - iv. Responding to console messages from State production programs per agreed upon procedures.
 - v. Responding to requests from State programmers for console and tape questions.
- b) Phase 2 begins when the State has fully implemented their automated scheduling software for GCOS 8. At that time, it will no longer be necessary for the Operations staff to run jobs from the GCOS8 Scheduler nor monitor the production jobs, as these activities will be done by the automated scheduler. Phase 2 Production Control Services will be provided Sunday through Saturday 24 hours per day. Bull will provide Phase 2 GCOS 8 Operations Support Services for the State's GCOS 8 production processing consisting of the following tasks:



- i. Abort notification for Production Jobs that do not complete in a normal manner. Bull will notify the State's designated representative for resolution of aborted job. Notification will be by pager, email or telephone. Resolution of the aborted job will be by the State's designated representative with restarts performed by the State's representative and Bull production control staff.
 - ii. Responding to console messages from State production programs per agreed upon procedures.
 - iii. Responding to requests from State programmers for console and tape questions.
- c) State Responsibilities. The State is responsible for:
- i. Providing Bull with detailed daily processing schedules depicting job dependencies, job schedules and processing priorities.
 - ii. Providing Bull with documented restart and recovery procedures for all production jobs being processed and monitored by Bull.
 - iii. Providing Bull with contact information for problem resolution of aborted jobs.
 - iv. Provide training to Bull's Operations staff prior to transition of the operations support function.
 - v. Providing and maintaining any tools that are required for operations support function.
 - vi. Providing Bull with reasonable access to the State's key personnel during the term of this Contract.

(4) Remote Technical Support Services

- a) Bull will provide GCOS 8 Remote Technical Support Services. Remote Technical Support Services will be provided Monday through Friday during the Prime Shift Central Time. Bull will provide Remote Technical Support Services for the State's GCOS 8 production processing consisting of the following tasks:
- i. Providing GCOS 8 operating system technical support to Operations, Production Control and the State's programming staff.
 - ii. Maintaining GCOS 8 product configurations (e.g. XPRINT) excluding the DBSP configuration.
 - iii. Providing the first level support for 3rd party products on the GCOS production system (e.g. Louis).
- b) The State is responsible for:
- i. Providing the proper training for the Bull GCOS 8 technical support employees prior to the turnover of any work from the State.
 - ii. Providing Bull with access to their network and system resources, computer time, and other assistance as required for GCOS 8 System Administration activities.
 - iii. Providing Bull with the State's specific practices and processes for recovering from or addressing issues that may occur during production processing and require Technical Support Services.



- iv. Provide Bull with the State's specific documentation on file locations, userid information, and contact names/phone numbers for State individuals that must address application issues.
- c) The Technical Support Services are capped at one thousand (1,000) hours per Contract Year. Excess hours beyond one thousand hours will be billed at the hourly rate stated in Section C.3.b of the Agreement. Excess hours must be pre-approved by the State. Bull does not guarantee the availability of personnel beyond one hundred and sixty (160) hours in any calendar month.

(5) Database Administration Support

- a) Bull will provide GCOS 8 Database Administration Support Services defined in this Section 5 of the SOW (Database Administration Support Services). Database Administration Support Services will be provided Monday through Friday during the Prime Shift Central Time. Bull will provide Database Administration Support Services for the State's GCOS 8 production processing consisting of the following tasks:
 - i. Providing GCOS 8 IDS II Database Administration support to the State's programming staff.
 - ii. Monitoring/maintaining the integrity of the State's databases including, but not limited to: key and space availability, chain integrity, pointer validity etc.
 - iii. Making changes, as required, to accommodate database design and programming requirement modifications.
- b) The State is responsible for:
 - i. Providing the proper training for the Bull GCOS 8 Database support employees prior to the turnover of any work from the State.
 - ii. Providing Bull with access to their database design documentation, and other assistance as required for GCOS 8 Database Administration activities.
 - iii. Providing Bull with the State's specific practices and processes for the monitoring, administration and recovery of the State's databases.
 - iv. Provide Bull with the State's specific documentation on file locations, schemas, subschemas, DMCL, JCL, and contact names/phone numbers for State individuals that must address application issues.
- c) The Database Administration Support Services are capped at two thousand (2,000) hours per Contract Year. Excess hours beyond two thousand hours will be billed at the hourly rate stated in Section C.3.b of the Agreement. Excess hours must be pre-approved by the State. Bull does not guarantee the availability of personnel beyond two hundred and forty (240) hours in any calendar month.

(6) Mainframe COBOL Programming

- a) Bull will provide mainframe COBOL programmers to augment State programming staff as requested by the State. The following terms apply:
 - i. Bull is able to find and successfully hire the necessary COBOL programmers at rates consistent with those quoted in Section C.3.b. of the Contract and Bull's employment and/or contractor policies.



- ii. The State will provide adequate workspace on site in TN for the Bull provided local COBOL programmers at no additional charge to Bull, however, Bull reserves the right to provide the COBOL programming services remotely.
- iii. The State will provide all technical direction for the COBOL programming staff.
- iv. COBOL programmers provided by Bull will be subject to a minimum commitment of thirty (30) days for each engagement.

(7) Limitations

- a) Bull is responsible for only the network infrastructure it supplies.
- b) Bull may at any time change its Internet Service Provider (ISP) as may be necessary for Bull to supply the services in the most appropriate manner and/or to best address the State's then current workload requirements. The State will be given advance written notice of any changes, which would affect its processing. An RFC will be processed if such changes result in increased Managed Hosting Service Fees.
- c) Bull is not responsible or otherwise liable for and makes no representation or warranty in connection with the adequacy of the three (3) T-1 devices.

(8) State Responsibilities

- a) Providing on-site personnel at each State location to assist Contractor with the implementation and support of the WAN service and the routers provided by Contractor.
- b) The installation of the VPN clients on all State workstations. The State will be responsible for the support of the remote workstations.
- c) Provisioning and associated charges for the analog lines at each of the remote locations.
- d) Providing any internal wiring required at the State facility to install circuits between the State's site and the Bull Data Center.
- e) Internet Access of remote workstations.
- f) Internet Access at each State location.
- g) Providing the third party software products and maintain vendor support contracts for the software products listed in Attachment 1, which software products shall be considered "State Software", as defined below, and providing the hardware listed in Attachment 2, which hardware products shall be considered "State Hardware", as defined below.
- h) Print processing and output distribution.
- i) The State's application programs, synchronization of program changes, database file contents, database administration and Transaction Processing (TP) administration.
- j) The State's Help Desk taking the first call for end user issues and dispatch unresolved calls to Bull's Customer Support Center.



- k) The State shall designate no more than two individuals as its representatives, at least one of whom shall be available to Contractor during Regular Business Hours to coordinate activities hereunder. For the purpose of this Section, "Regular Business Hours" means 8:00 a.m. to 5:00 p.m. Mountain Time, Monday through Friday, excluding all Contractor holidays. The State shall also provide Bull a single point of contact for coordination of all technical and operation matters.
- l) Providing reasonable access to the State's key personnel during the term of the Contract.
- m) Obtaining the necessary rights and maintenance for Contractor to have access to all third party software products for use in supporting the State's workload.
- n) Providing reasonable facility support, protection, and security for equipment provided by Contractor at the State's site, and reasonable access to such equipment all at no cost to Contractor.
- o) The State shall be solely responsible for the security, completeness, accuracy, reliability, compatibility and timely delivery of its data, files and programs and all results to be obtained there from. Further, the State shall implement such other reasonable security measures as may be recommended by Contractor to provide security for the State's data and files.
- p) The State agrees to take all reasonable and necessary steps to see that each of its users who access the Bull System does so only in accordance with the terms and conditions of this Contract and Bull security requirements and refrains from any activity which may interfere with, disrupt or damage the Services or the Bull System. Only State employees or State subcontractors may use the Services described in Appendix A. The State agrees that it is solely responsible for such persons and for instructing them in the obligations of the State under this Contract in connection therewith.
- q) The State represents and warrants to Contractor, with respect to all software used by the State in connection with this Contract, which is not Bull supplied software and which either operates on or communicates with the Bull System (the "State Software"), that the State, either owns or has the right to (a) use the State Software on the Bull System and (b) permit Contractor to use State Software on the Bull System, all for the purposes of this Contract. The State further represents and warrants to Contractor, with respect to any hardware that is to be furnished by the State to Contractor, including, without limitation, the hardware identified in Attachment 2 to this Appendix A (collectively, the "State Hardware"), that the State either owns or has the right to (a) use the State Hardware and (b) permit Contractor to use the State Hardware, all for the purposes of this Contract. It is agreed that Contractor has no obligation to supply or maintain any State Software or State Hardware.
- r) The State represents and warrants that no data, files, code or programs owned by the State and furnished by the State to Contractor in connection with this Contract shall contain any viruses, code or other programming that is designed to corrupt, damage or otherwise adversely affect computer programs, data, hardware, or Bull Software.
- s) The State grants Contractor the right to operate the State Software on the Bull System for all purposes consistent with the furnishing of the related Services.
- t) The State shall comply with any and all security rules and regulations while in Bull facilities.



(9) Joint Responsibilities

- a) Bull and the State will mutually agree to IP addressing to be used within the Data Centers and at the State location.
- b) Bull and the State will work together to resolve any service problems associated with the implementation and operations of the end to end VPN service.
- c) Bull and the State will work together to resolve any remote workstation access problems using the VPN client via the Internet.
- d) Bull and the State will mutually agree to processes and procedures associated with service problems involving the router at the remote location.
- e) Bull and the State will work together to resolve any connectivity issues between the State desktops and the Bull Data Center.

(10) Service Level Agreement

- a) Contractor provides a service level agreement (SLA) of 99.0% availability for the Bull System. If Contractor fails to meet the overall System Availability requirement of 99.0% in any calendar month for the Bull System, a service credit shall become due in an amount equal to one percent (1.0%) of that month's monthly managed hosting service fee for each full percentage point that System Availability is below 99.0%. A "Service Credit" in this amount shall appear on the next month's invoice to the State.

Overall "System Availability" is defined and calculated as follows:

$$\left[\frac{(A - B) - C}{(A - B)} * 100 \right]$$

where:

"A" equals the total available hours;

"B" equals the maintenance time including:

- Preventive Maintenance and other normal scheduled maintenance hours
- Any approved special maintenance hours
- The total period of time between Contractor's originally requested time for Emergency Maintenance and the scheduled start time granted by the State

"C" equals the Downtime.

Downtime" shall be the duration of any period of time during which the Bull System is not providing computing services because of a failure of the VPN (Internet) from the Contractor demarcation ("Network Access") to the Bull System, or a failure of the Operating System software, the central processing unit or other critical system hardware, or more than fifty percent (50%) of any one of the following:



- i. Network Access,
- ii. Disk subsystem or
- iii. Central processing unit processing capacity, provided that such period is not Preventive Maintenance (scheduled downtime) nor is it primarily caused by or under the control of the State or by any failure by the State's Internet Services Provider.

If it cannot be determined that Downtime affecting System Availability was caused by or was under the control of either party, then the occurrence will be logged as "under investigation, cause not determined." The occurrence will be documented, but not considered downtime. If there is an occurrence of the same type of failure within the following ninety (90) days, and it is then determined that Contractor is the responsible party, the appropriate service credit(s) will be issued for all previous failures of the same type occurring during the previous ninety (90) day period. This service credit will be issued in the same month that the cause of the problem was identified. If the failure is determined to be caused by or under the control of the State, the failure, and all failures of the same type during the preceding ninety (90) day period will be logged as "closed," and the cause of the failure will be specified and recorded. Contractor shall continue to maintain complete and comprehensive records of the unclassifiable problems, and report them in accordance with the terms in force.

"Preventive Maintenance" is defined as those activities performed by Contractor that are necessary or desirable for the continuous provision of overall System Availability, including but not limited to, those activities that require the temporary cessation of Service. Preventive Maintenance may be planned and performed from time to time by Contractor. Contractor agrees to provide the State annually with a preventive maintenance schedule for the next calendar year within thirty (30) days after receiving from the State a fiscal calendar showing closing periods.



“Emergency Maintenance” is defined as any maintenance activities performed by Contractor after consulting with the State, upon Contractor becoming aware of the likelihood that system degradation may result in an imminent further degradation of service and/or total cessation of service. Emergency Maintenance activities shall be performed prior to or during the occurrence of such a degradation, and shall include such actions that are reasonable and necessary to prevent a further degradation and/or total cessation of service, and to restore service with the least possible impact to end users. Emergency Maintenance activities are those that cannot reasonably be deferred until the next scheduled maintenance period without incurring an unacceptable risk of a further degradation of service and/or a total cessation of service. Once Contractor notifies the State of the need for an Emergency Maintenance period no service credits for System Availability will apply for the period of time between being notified and the time when the Emergency Maintenance period actually begins.

(11) Other

- a) The network and remote printing environment is intended to support the State’s GCOS 8 processing requirements as of the Effective Date of this Contract. Any changes in State requirements after the Effective Date shall be considered outside the scope of this Contract.
- b) All equipment furnished by Bull to the State under this Contract, remains the property of Bull and shall be returned to Bull upon termination of this Contract.
- c) Bull may at any time change the Bull System to provide the most efficient operating environment for the State and/or to best match the State’s then current workload requirements. The State will be given advance notice of any changes which would affect its processing.
- d) The State acknowledges that Bull shall have the right, during the Term of this Contract, to move the location of the Bull Data Center from where some or all of the Services defined in a SOW are performed (including those Services described in Sections 1 through 6 of this SOW) and where some or all of the Bull provided hardware, Bull Software, State Software and/or State Hardware used to perform such Services are located, to the extent Bull determines, in its sole discretion, that such a move would enable Bull to deliver the Services in a more cost effective or efficient manner. Any such move shall not materially disrupt, inhibit or lessen the Services or quality and level of such Services provided to the State by Bull, provided that (a) the State acknowledges and agrees that there shall be a mutually agreed upon, coordinated outage of Service and (b) the State shall provide reasonable assistance and cooperation to Bull in connection with any relocation or change described above.
- e) Bull may at any time change its Internet Service Provider (ISP) as may be necessary for Bull to supply the Services in the most appropriate manner and/or to best address the State’s then current workload requirements. The State will be given advance written notice of any changes, which would affect its processing. An RFC will be processed if such changes result in increased Managed Hosting Service Fees.

**Appendix B****Request for Change Form****BULL**

Requestor:	Client:	Submitted:
Phone:	Fax:	Email:
Description of Change (attach any supporting documentation):		
Reason for Change:		
Requested Evaluation Date:		Requested Completion Date:
Priority (check one):	<input type="checkbox"/> 1= Urgent <input type="checkbox"/> 2= High <input type="checkbox"/> 3= Medium <input type="checkbox"/> 4= Low	Impact (check one): <input type="checkbox"/> 1= Top <input type="checkbox"/> 2= High <input type="checkbox"/> 3= Medium <input type="checkbox"/> 4= Low
FOLLOWING TO BE COMPLETED BY Bull Service		Log Number:
Evaluation (include assessment of affected systems and components):		
Deliverables:		
Expected Start	Expected Completion Date:	
Evaluator:	Date:	
Summary of Charges:		
Billable to Cap: YES <input type="checkbox"/> NO <input type="checkbox"/>	If Billable, \$ /hour	Charge Number:
Final Approval		
Bull Services Approval/Date:		
Client Approval/Date (person authorized for expenditure of funds):		
Purchase Order Number (REQUIRED if request is direct billable):		
After Action Review:		
Actual Change Date:	Completion: Yes <input type="checkbox"/> No <input type="checkbox"/>	
Change Results (if partial explain or if not completed list reason):		



3371076113

-7-1-11 FA

Attachment 1

State Provided Third Party Software:

Software
Louis
Sourcer



9371076113

-7-1-11 FA

Attachment 2

State Provided Hardware:

Quantity	Description
1	DBSP and channels
2	Media Servers



Attachment 3

Attestation Regarding Prohibition on the Use of Illegal Immigrants

ATTESTATION RE PERSONNEL USED IN CONTRACT PERFORMANCE

SUBJECT CONTRACT NUMBER:	
CONTRACTOR LEGAL ENTITY NAME:	Bull HN Information Systems Inc.
FEDERAL EMPLOYER IDENTIFICATION NUMBER: (or Social Security Number)	41-0962923

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



CONTRACTOR SIGNATURE

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

PRINTED NAME AND TITLE OF SIGNATORY

David W. Bradbury

DATE OF ATTESTATION

10/23/2012

**Attachment 4****Bull Provided Software**

STATE OF TN - DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT		
GCOS 8 SOFTWARE LIST		
Item #	Description	Class 1 - Full Support
EXSC301-N400	GCOS8 SR7 PRODUCT SET for NovaScale 9000/4.x	Y
EXSC301-0000	GCOS8 SR7 BASE SYSTEM	Y
EXSC302-0000	GCOS8 SR7 Executive for NovaScale 9000	Y
EXSC303-0000	GCOS8 SR7 SYSTEM ADMINISTRATION TOOLS	Y
EXSC304-0000	GCOS8 SR7 TSS COMPREHENSIVE PACKAGE	Y
EXSC305-0000	GCOS8 SR7 SUPPLEMENTAL SAVE TAPE COPYRIGHT	Y
EXSC306-0000	GCOS8 SR7 COPYRIGHT CD-ROM	Y
EXSC311-N400	GCOS8 SR7 V9000/4.x Software	Y
CLGC301-0000	C COMPILER & RUNTIME	Y
COBC301-0000	COBOL 85 COMPILER & RUNTIME	Y
FORC301-0000	FORTRAN 77/ESV COMPILER & RUNTIME	Y
DBDC301-0000	IDS-II COMPREHENSIVE FACILITY	Y
DBDC303-0000	DBSP-OA CLIENT MODE ACCESS	Y
CNSC301-0000	G8 BASIC COMM FACILITY	Y
UTSC301-0000	COMPREHENSIVE SYSTEM UTILITIES	Y
UTSC302-0000	FILE GENERATE	Y
UTSC308-0000	FAS	Y
UTSC312-0000	TMS8	Y
TPDC301-0000	TP8 COMPREHENSIVE FACILITY	Y
DISC302-0000	DPF8-DS	Y
UTSC316-0000	DATA MANAGEMENT AND MIGRATION	Y
UTSC317-0000	SDC GIGARADS KEY	Y
UTSC370-0000	PARK Software Set for SR7.0	Y
CNHR102-2000	DNS-E V3 BASE 8 OSI/DSA COM	Y
CNHR104-2000	DNS-E V3 X .25 PRIV/PUB NET SUPPORT	Y
CNHR108-2000	DNS-E V3 BSC 3270 SUPPORT	Y
CNHR109-2000	DNS-E V3 BSC 3270/3780 SUPPORT	Y
CNHR111-2000	DNS-E V3 SNA3270/PU2.0 SUPPORT	Y
CNHR119-2000	DNS-E V3 PUS EMUL DSA/SNA GATEWAY	Y
CNHR121-2000	DNS-E V3 IBM TER ACC>BULL APPL	Y
CNHR124-2000	DNS-E V3 TER ACCESS DSA TO SNA	Y
CNHR125-B000	DNS-E V3 TELNET SER - DSA/SNA	Y
CNHR130-B000	DNS-E TELNET CLIENT	Y
WEBC304-000A	GTEA FOR 1 TO 3 PLATFORMS	Y
EXSU271-LA0H	EXTENSIONS PACK FOR LINUX	Y
EXSU284-LA0H	RED HAT ENT. FOR ITANIUM 2	Y