

December 19, 2016

The Honorable Mark White
Chairman, Fiscal Review Committee
8th Floor, Rachel Jackson Bldg.
Nashville, TN

Attn: Ms. Krista Lee

Dear Chairman White:

Please find attached, for the Fiscal Review Committee's consideration, documentation of an Amendment Request pertaining to the State's Cooperative contract with [REDACTED] for the provision of Mobile Device Management (MDM).

The requested Amendment #4 extends the contract one year and adds an additional \$34,367 to the Maximum Liability for the contract renewal.

The Central Procurement Office on behalf of Finance and Administration, Strategic Technology Solutions respectfully requests to be placed on the agenda at the next Fiscal Review Committee meeting.

Thank you for your consideration of this request.

Sincerely,

Sharon Pope
Sourcing Account Specialist

Supplemental Documentation Required for
Fiscal Review Committee

*Contact Name:	Alan Atherton	*Contact Phone:	615-253-6852		
*Presenter's name(s):	Joe Huertas				
Edison Contract Number: <i>(if applicable)</i>	NV44123	RFS Number: <i>(if applicable)</i>	NV44123-AMD4		
*Original or Proposed Contract Begin Date:	01/01/2015	*Current or Proposed End Date:	02/25/2018		
Current Request Amendment Number: <i>(if applicable)</i>	4				
Proposed Amendment Effective Date: <i>(if applicable)</i>	February 26, 2017				
*Department Submitting:	General Services, Central Procurement Office, on behalf of F&A/STS				
*Division:	Strategic Technology Solutions (STS)				
*Date Submitted:	12/21/2016				
*Submitted Within Sixty (60) days:	Yes				
<i>If not, explain:</i>					
*Contract Vendor Name:	[REDACTED]				
*Current or Proposed Maximum Liability:	\$302,680				
*Estimated Total Spend for Commodities:					
*Current or Proposed Contract Allocation by Fiscal Year: (as Shown on Most Current Fully Executed Contract Summary Sheet)					
FY: 2015	FY: 2016	FY: 2017	FY:	FY	FY
\$ 85,413	\$ 154,900	\$28,000 ¹	\$	\$	\$
¹ This amount was added through the FRC consent calendar on December 7, 2016.					
*Current Total Expenditures by Fiscal Year of Contract: (attach backup documentation from Edison)					
FY: 2015	FY: 2016	FY: 2017	FY:	FY	FY
\$ 0.00	\$133,513 ²	\$	\$	\$	\$
² This amount was paid to [REDACTED] prior to the name change to [REDACTED]					
IF Contract Allocation has been greater than Contract Expenditures, please give the reasons and explain where surplus funds were spent:			The yearly contract allocations detailed above were estimates. The vendor had recurring invoicing problems which delayed the State's ability to pay invoices. These problems have been, for the most part, corrected.		
IF surplus funds have been carried forward, please give the reasons			Surplus funds were not carried forward.		

Supplemental Documentation Required for
Fiscal Review Committee

and provide the authority for the carry forward provision:			
IF Contract Expenditures exceeded Contract Allocation, please give the reasons and explain how funding was acquired to pay the overage:		Contract expenditures have not exceeded the Contract maximum liability.	
*Contract Funding Source/Amount:			
State:		Federal:	
<i>Interdepartmental:</i>	\$268,313.00	<i>Other:</i>	
If “ <i>other</i> ” please define:			
If “ <i>interdepartmental</i> ” please define:		Interdepartmental revenue is revenue that STS obtains from other state departments. Some of our revenue is derived from entities outside of state government. This is classified as current services revenue.	
Dates of All Previous Amendments or Revisions: <i>(if applicable)</i>		Brief Description of Actions in Previous Amendments or Revisions: <i>(if applicable)</i>	
January 2016		Updating Order Forms	
June 2016		Name change from [REDACTED] to [REDACTED]	
December 2016		Increase Maximum Liability	
Method of Original Award: <i>(if applicable)</i>		Cooperative with State of [REDACTED]	
*What were the projected costs of the service for the entire term of the contract prior to contract award? How was this cost determined?		\$107,352. This amount is based on the State’s anticipated volume of adoption and the rates available under a cooperative purchasing agreement with the State of [REDACTED]. The State was able to negotiate rates that were better than [REDACTED] rates.	
*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.		The State attempted to award a contract for MDM services through an RFP process. There were four proposers. Two respondents failed to meet mandatory requirements. One respondent did not comply with cost proposal requirements. The remaining respondent proposed costs that were significantly higher than the State’s budget. Therefore, the State cancelled the RFP and pursued a cooperative purchasing agreement with [REDACTED]	

Spending with Fiberlink
12/13/2016

Unit	Amount	Edison Contract ID	Vendor ID	Vendor Name	PO ID	Invoice	Date	Fiscal Year
	\$42,813.00	0000000000000000000044123	0000182768		0000027469	INV-150827-0025285	12/9/2015	2016
	\$10,650.00	0000000000000000000044123	0000182768		0000027587	INV-150827-0025286	1/5/2016	2016
	\$10,650.00	0000000000000000000044123	0000182768		0000027588	INV-150827-0025287	1/5/2016	2016
	\$10,650.00	0000000000000000000044123	0000182768		0000027589	INV-150827-0025288	1/5/2016	2016
	\$10,650.00	0000000000000000000044123	0000182768		0000027810	INV-150827-0025290	3/3/2016	2016
	\$2,200.00	0000000000000000000044123	0000182768		0000027811	INV-160119-0034970	3/4/2016	2016
	\$1,500.00	0000000000000000000044123	0000182768		0000028061	INV-160119-0034971	4/19/2016	2016
	\$10,650.00	0000000000000000000044123	0000182768		0000028060	INV-160119-0034942	4/19/2016	2016
	\$10,650.00	0000000000000000000044123	0000182768		0000028059	INV-150827-0025291	4/27/2016	2016
	\$10,650.00	0000000000000000000044123	0000182768		0000028268	INV-150827-0025289	6/7/2016	2016
	\$1,800.00	0000000000000000000044123	0000182768		0000028387	INV-160401-0040667	6/14/2016	2016
	\$10,650.00	0000000000000000000044123	0000182768		0000028389	INV-160401-0040656	6/21/2016	2016

FY 2016: \$133,513.00



STS Pre-Approval Endorsement Request E-Mail Transmittal

TO : STS Contracts
Department of Finance & Administration
E-mail : it.abc@tn.gov

FROM : Sharon Pope
E-mail : sharon.pope@tn.gov

DATE : 12/12/2016

RE : Request for STS Pre-Approval Endorsement

Applicable RFS # Contract NV44123

State Security Confidential Information Applicability

Under Tenn. Code Ann. §10-7-504(i) vendor identity or a description of the goods or services provided by the vendor shall be confidential.

- Applicable
 Not Applicable

STS Endorsement Signature & Date:

Chief Information Officer

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

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

Contracting Agency	32110 on behalf of 31701
Agency Contact (name, phone, e-mail)	Sharon Pope 615-741-9588

Applicable RFS # Contract NV44123**Attachments Supporting Request** (mark all applicable)

Note: The complete draft procurement document and the applicable documents listed below must accompany this request when submitted to STS. Special Contract Requests and Amendment Requests without Agency Head signature are acceptable. STS is aware that these documents will not have CPO signature when submitted with this request.

- Solicitation Document
- Special Contract Request
- Amendment Request
- Proposed Contract/Grant or Amendment
- Original Contract/Grant and Previous Amendments (if any)

Information Systems Plan (ISP) Project Applicability

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

IT Director/Staff Name Confirming (required):

- Applicable – Approved ISP Project#
- 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 NV44123, [REDACTED] Mobile Device Management (MDM).

This contract provides the mobile device and user level controls necessary to enforce security policies within and for the use of the mobile device. The Mobile Device Management (MDM) institutes the policy, security, and permissions that define the functions enabled on the mobile device. A unified MDM architecture secures, monitors, manages, and supports accredited mobile devices across the State's environments. The MDM implements integrity checking and policy control of the devices. MDM also supports over-the-air electronic software distribution of MDM agents, applications, remote data-wipe capabilities, remote device configuration management, asset/property management capabilities, and protects against data compromise. In addition, the MDM provides the administrative and operational interfaces required to operate and assure the network for mobile devices. Data at rest encryption, data in transit encryption (VPN), and secure applications are included in the requirements for this solution.

MDM base 2017	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec	Jan-18	Feb-18	Year 3	Year 3 Total
Devices	5,000	5,000	5,000	5,000	7,000	7,000	7,000	7,000	7,000	7,000	7,000	7,000		
Cost	\$10,650.00	\$10,650.00	\$10,650.00	\$10,650.00	\$14,910.00	\$14,910.00	\$14,910.00	\$14,910.00	\$14,910.00	\$14,910.00	\$14,910.00	\$14,910.00	\$161,880.00	\$167,880.00

Prod Suite 2017	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec	Jan-18	Feb-18	Year 3
Devices	500	500	500	500	500	500	500	500	500	500	500	500	
Cost	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$6,000.00

Current Maximum Liability:	\$268,313.00
Paid Out Under Previous Contract:	\$133,513.00
Difference:	\$134,800.00
Year Three Total Amt. Required:	\$167,880.00
Total New Maximum Liability:	\$302,680.00

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 #	NV44123-AMD4	
1. Procuring Agency	General Services, Central Procurement Office, on behalf of F&A/Strategic Technology Solution	
2. Contractor	[REDACTED]	
3. Edison contract ID #	NV44123	
4. Proposed amendment #	4	
5. Contract's Original Effective Date	6/15/2016	
6. Current end date	2/25/2017	
7. Proposed end date	2/25/2018	
8. Current Maximum Liability or Estimated Liability	\$ 268,313	
9. Proposed Maximum Liability or Estimated Liability	\$ 302,680	
10. Strategic Technology Solutions 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>The amendment is needed to extend the term of the Cooperative Purchasing Agreement, executed through the State of [REDACTED] with [REDACTED] for the provision of Mobile Device Management (MDM) services.</p>	
14. If the amendment involves a change in Scope, describe efforts to identify reasonable, competitive, procurement alternatives to amending the contract.	<p>The amendment does not change the scope.</p>	

Agency request tracking #

NV44123-AMD4

Signature of Agency head or authorized designee, title of signatory, and date (the authorized designee may sign his or her own name if indicated on the Signature Certification and Authorization document)

Buddy Lea
ASST. COMMISSIONER

12-19-16



CONTRACT AMENDMENT COVER SHEET

Agency Tracking # NV44123-AMD4	Edison ID NV44123	Contract # NV44123	Amendment # 4		
Contractor Legal Entity Name [REDACTED]			Edison Vendor ID 267		
Amendment Purpose & Effect(s) Extends the Cooperative Purchasing Agreement for one year, and increases the dollar amount.					
Amendment Changes Contract End Date: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO		End Date: 2/25/2018			
TOTAL Contract Amount INCREASE or DECREASE per this Amendment (zero if N/A):			\$ 34,367.00		
Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
2017			\$179,400.00		\$179,400.00
2018			\$123,280.00		\$123,280.00
TOTAL:			\$302,680.00		\$302,680.00
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 4
OF CONTRACT NV44123**

This Amendment is made and entered by and between the State of Tennessee, Department of General Services, on behalf of Finance and Administration, Strategic Staffing Solutions, hereinafter referred to as the "State" and [REDACTED] 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. Cooperative Purchasing Agreement section 1 is deleted in its entirety and replaced with the following:
 1. The CPO and Contractor agree to be bound by the terms and conditions as stated in the Master Contract, Order Forms #1, #2, #3, #4, and #5, and [REDACTED] Technical Support Guide, which are made a part of this Addendum and incorporated by reference;
2. Cooperative Purchasing Agreement section 3 is deleted in its entirety and replaced with the following:
 3. To the extent that there is a conflict between the Master Contract, the Order Forms, and this Addendum, the order of precedence shall be: (1) this Addendum and then (2) the Master Contract, and then (3) Order Forms #1, #2, #3, #4, and #5, and (4) and [REDACTED] Technical Support Guide.
3. Addendum section 9, first paragraph and Subsection 9.a are deleted in their entirety and replaced with the following:

9. ADDENDUM PRICING AND INVOICING PROCESS.

The pricing under this Addendum shall be as per the Master Contract and Order Forms #1, #2, #3, #4, and #5's pricing, terms, and conditions, with the exception(s) noted as follows:

- a. In no event shall the Maximum Liability of the State under this Contract (Edison # NV44123) exceed Three Hundred Two Thousand, Six Hundred Eighty Dollars and No Cents (\$302,680.00). The in Order Forms #1, #2, #3, #4, and #5 shall constitute the entire compensation due the Contractor for all service and Contractor obligations hereunder regardless of the difficulty, materials or equipment required.
4. Addendum section 23, paragraph 2 is deleted in its entirety and replaced with the following:

Given that [REDACTED] has exercised its Master Contract renewal options, the CPO hereby extends the Addendum End Date to: February 25, 2018.
 5. Addendum section 28, "Dates" and "Estimated Funding Expenditures" are deleted in their entirety and replaced with the following:

Dates: From – June 15, 2016
To – February 25, 2018

Estimated Funding Expenditures for the New Contract Period:

1 st Year:	\$106,800.00	(6/15/2016 – 12/31/2016)
2 nd Year:	\$195,880.00	(1/1/2017 – 2/25/18)

6. Addendum section 33 is deleted in its entirety and replaced with the following:

33. ENTIRE AGREEMENT

This Addendum, Order Forms #1, #2, #3, #4, and #5, and the Master Contract, together with the exhibits and/or attachments if any, set forth the entire agreement between the parties concerning the CPO's procurement of Mobile Device Management from the Contractor. The binding contract and contract related documents are the following:

- a. The Cooperative Purchasing Addendum, including Attachment A, Participating Addendum, between CPO and Contractor.
- b. Contract No. 071B3200064 between Contractor and the State of [REDACTED] as amended by the Cooperative Purchasing Addendum and Attachment A.
- c. Order Forms #1, #2, #3, #4, and #5.
- d. [REDACTED] *Technical Support Guide*, June 2013, attached hereto as Exhibit A. Contact information included therein may be updated by [REDACTED] from time to time with notice to CPO.

No agent, representative, employee or officer of either the CPO or the Contractor has the authority to make any statement, agreement or representation, oral or written, in connection with the agreement, which in any way can be deemed to modify, add to or detract from, or otherwise change or alter its terms and conditions. No modifications, alterations, changes, or waiver to this Addendum or any of its terms shall be valid or binding unless accomplished by a written amendment signed by both parties.

7. Order Forms #4 and #5 attached hereto are added as new attachments.

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 February 26, 2017. All other terms and conditions of this Contract not expressly amended herein shall remain in full force and effect.

IN WITNESS WHEREOF,

[REDACTED]:

SIGNATURE

DATE

PRINTED NAME AND TITLE OF SIGNATORY (above)

GENERAL SERVICES, CENTRAL PROCUREMENT OFFICE:

MICHAEL F. PERRY, CHIEF PROCUREMENT OFFICER

DATE

The Tennessee Cooperative Purchasing Agreement is dependent upon [REDACTED] executing an extension of the Master Cooperative Purchasing Contract with [REDACTED] [REDACTED] cannot finalize Order Forms #4 and #5 until the State of [REDACTED] signs the extension agreement. [REDACTED] has indicated willingness to sign this agreement, but has not done so yet.

Order Forms #4 and #5 will be inserted as attachments as soon as they are available.

ATC#: 44123- [REDACTED], **Formely** [REDACTED]

Contract Start Date: January 1, 2015

System Expiration Date: February 25, 2017

Maximum Liability: \$268,313.00

Spend to Date: \$133,513.00 January 2015 to October 2016

Original Number of Renewals: 0

Renewals Remaining: 0

Background: This contract is a multi-year contract for the Tennessee Department of Finance and Administration, Strategic Technology Solutions. This contract provides the mobile device and user level controls necessary to enforce security policies within and for the use of the mobile device. The Mobile Device Management (MDM) institutes the policy, security, and permissions that define the functions enabled on the mobile device. A unified MDM architecture secures, monitors, manages, and supports accredited mobile devices across the State's environments. The MDM implements integrity checking and policy control of the devices. MDM also supports over-the-air electronic software distribution of MDM agents, applications, remote data-wipe capabilities, remote device configuration management, asset/property management capabilities, and protects against data compromise. In addition, the MDM provides the administrative and operational interfaces required to operate and assure the network for mobile devices. Data at rest encryption, data in transit encryption (VPN), and secure applications are included in the requirements for this solution.

Request: Central Procurement Office on behalf of Finance and Administration, Strategic Technology Solutions is requesting to increase the contract value by \$28,000, to enable payment for services in January and February of 2017. The shortage is due to an offset between the payment tables in the order forms, which ended on December 31, 2016, as compared to the actual contract end date of February 25, 2017. Sufficient funds were not originally included to cover the extra two months.

Competitively Procured: Yes

of Invitations Sent:

of Bids Received:

Vendor Name and Location:

[REDACTED]

Main User Agencies: Finance & Administration, Strategic Technology Solutions

Contract Line Items: (1 line item)

Mobile Device Management



CONTRACT AMENDMENT COVER SHEET

Agency Tracking #	Edison ID 44123	Contract # 44123	Amendment # 2
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Contractor Legal Entity Name [REDACTED]	Edison Vendor ID 267
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Amendment Purpose & Effect(s)
Name Change to [REDACTED] (formely [REDACTED])

Amendment Changes Contract End Date: YES NO End Date: 02/25/2017

TOTAL Contract Amount INCREASE or DECREASE per this Amendment (zero if N/A): \$ 0

Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
2015	85,413.00				85,413.00
2016	154,900.00				154,900.00
TOTAL:					240,313.00

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

<p>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.</p> <p><i>Felenceo M. Hill</i></p> <p>Digitally signed by Felenceo Hill Date: 2016.06.20 12:13:36 -05'00'</p>	CPO USE
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Speed Chart (optional)	Account Code (optional)
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**AMENDMENT TWO
OF CONTRACT 44123**

This Amendment is made and entered by and between the State of Tennessee, Department of General Services, Central Procurement Office on behalf of Finance & Administration, Strategic Technology Solutions, hereinafter referred to as the "State" and [REDACTED] (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:

Contractor Name. All references to [REDACTED] shall be deleted and replaced with [REDACTED].

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 June 15, 2016. All other terms and conditions of this Contract not expressly amended herein shall remain in full force and effect.

IN WITNESS WHEREOF,

[REDACTED]
[REDACTED]

SIGNATURE DATE 6/16/16

[REDACTED] VP INSIDE SALES

PRINTED NAME AND TITLE OF SIGNATORY (above)

General Services, Central Procurement Office:

Michael J. Perry [Signature]

AGENCY HEAD NAME & TITLE DATE 6/21/16

January 31, 2015

To: Kevin Bartels, CPO Legal Counsel, Department of General Services

From: Travis Johnson, Contract Specialist, Strategic Technology Solutions

Date: December 16, 2015

Subject: Amendment #1 to [REDACTED] Cooperative Purchasing Agreement

Dear Kevin,

Attached are Order Forms #2 and #3, which constitute an amendment to the Addendum and the Cooperative Purchasing Agreement with [REDACTED] which is under Contract #071B3200064, as amended, by and between [REDACTED] and the State of [REDACTED]. Order Form #2 addresses adding additional funds to the Addendum and extending the Addendum's end date. Order form #3 adds in-scope functionality in the form of the Secure Productivity Suite.

The Cooperative Purchasing Agreement and Addendum are amended to include the reference to Order Forms #2 and #3, in Sections 1 and 3 of the Cooperative Purchasing Agreement and Sections 9, 23, and 33 of the Addendum.

Effective January 1, 2016, as described in Order Form #3, [REDACTED] will provide [REDACTED] [REDACTED] Licensed Services to the State of Tennessee in the Timeframe, Quantity, and Monthly Fees quoted.

The Maximum Liability in Section 9.a. of the Addendum is amended as follows:

"In no event shall the Maximum Liability of the State under this Contract exceed Two Hundred Forty Thousand, Three Hundred Thirteen Dollars, and No Cents (\$240,313.00). The fees in Order Forms #1, #2, and #3 shall constitute the entire compensation due the Contractor for all service and Contractor obligations hereunder regardless of the difficulty, materials or equipment required."

Section 23 is amended as follows:

"This Addendum may be renewed upon satisfactory completion of the initial contract term. The CPO reserves the right, at its sole discretion, to execute renewal options under the same terms and conditions ("Renewal Subscription Term(s)"), provided that the State of [REDACTED] exercises its Master Contract renewal options. It is mutually understood and agreed that the CPO's commitment is limited to a base term contract not to exceed sixty (60) months, which is subject to renewal at the CPO's sole option.

Given that [REDACTED] has exercised its Master Contract renewal options, the CPO hereby extends the Addendum End Date to: February 25, 2017.

During the Initial Subscription Term, and any Renewal Subscription Term, the Fee per License per Month for [REDACTED] for Mobile Devices, as defined in Order Forms #1 and #2, shall not exceed \$2.13 per License per Month, unless otherwise mutually agreed in writing.



During the Initial Subscription Term, and any Renewal Subscription Term, the Fee per License per Month for [REDACTED], as defined in Order Form #3, shall not exceed \$1.00 per License per Month, unless mutually agreed in writing.

Fees for any additional Licensed Services shall be set forth in the Order Form for such Licensed Services.”

Section 28 is amended as follows:

“Dates: From – January 1, 2015
To – February 25, 2017”

“Estimated Funding Expenditures for the New Contract Period:

1 st Year:	\$	85,413.00	(1/1/2015 – 12/31/2015)
2 nd Year:	\$	154,900.00	(1/1/2016 – 2/25/17)”

**Order Form #2
under Contract #071B320064
by and between**

[REDACTED] and the State of [REDACTED]

Licensee: State of Tennessee- Department of Finance and Administration
Payment Terms: 45 days from date of invoice
Billing Frequency: Monthly
Length of Initial Subscription Term:
 OPTION 1: Renewal Subscription Term:
 Licensee commits at this time to renewing for a subsequent Renewal Subscription Term of 12 months. Unless additional licenses are added below, Licensee shall be invoiced according to its contracted License Quantity, or actual License Quantity due to Additional Usage, whichever is higher.
 OPTION 2: Total License Quantity – If Section 2 indicates a Total License Quantity, such quantity reflects Licensee's total as of January 1, 2016. Any Additional Usage incurred, or licenses added via subsequent Order Form, after such date will be invoiced in accordance with the terms of the Contract.
Order Form Effective Date: January 1, 2016

PRICING IS INCLUSIVE OF STANDARD MAINTENANCE AND SUPPORT FEES, INCLUDING CUSTOMER SERVICE.

Section 2 (Only applicable if option 2 is selected above)

Licensed Services	Total Monthly License Quantity	Fee per License per Month	Total Monthly Fees
[REDACTED] for Mobile Devices	5,000	\$2.13	\$10,650.00
Total Annual Fees based on the License Quantities above: \$127,800.00			

[REDACTED] for Mobile Devices includes the following Supplemental Services: App Management, Doc Management, Content Distribution*
 *Content Distribution Overage shall be invoiced at the rate of \$1.00 per GB of additional monthly usage and \$40.00 per GB of additional monthly storage

Licensee acknowledges and agrees that Licensee shall be bound, and this Order Form shall be governed by, the terms and conditions of Contract #071B320064, as amended by the Addendum between the State of Tennessee, Central Procurement Office and [REDACTED] ("Addendum"). The parties acknowledge that the State of Tennessee's obligation to purchase and pay for any services referred to in this Order Form are subject to the terms and conditions of the Addendum, which control over any conflicting language in this Order Form. Licensee shall be invoiced directly by [REDACTED] in accordance with the Contract and the terms within this Order Form. Additional Usage and licenses added via subsequent Order Form will be invoiced in accordance with Section 2.044 of the Contract.

Licensee may reduce its License Quantity by providing written notice at least thirty (30) days prior to the billing period for which the license quantity is to be reduced. Such notice should be sent to [billing@\[REDACTED\].com](mailto:billing@[REDACTED].com) with a copy to [legal_department@\[REDACTED\].com](mailto:legal_department@[REDACTED].com), reference this provision, and state the desired License Quantity, and the month the new License Quantity should begin. If the Licensee's actual License Quantity exceeds the number in the Notice of Reduction, Licensee will be invoiced for Additional Usage, as set forth in the Addendum. If no such notice is received, Licensee shall be invoiced at the License Quantity for the prior month.

If Licensee is a State of Tennessee executive branch agency, has OIR approved: No; Yes (if Yes, please attach approval).
 Is Licensee an approved [REDACTED] Member (If No is selected, authorization by the State of [REDACTED] is required). No; Yes.
 Is a Purchase Order Required (for Licensee's internal purposes only) No Yes, #
 The pricing listed above is valid through December 31, 2015

[REDACTED] Sales Representative(s): [REDACTED]
 [REDACTED] Authorized Sales Partner (if applicable):

Attn: Billing Supervisor
 [REDACTED]

LICENSEE BILLING INFORMATION:

State of Tennessee
 Attn: Alan Atherton
 312 Eighth Ave. N.
 Nashville, TN 37243
 P: 615-253-6852
 F:
 E: alan.atherton@tn.gov

BY SIGNING BELOW Licensee represents that he or she is an authorized representative of the company for purposes of licensing the Licensed Services. Licensee understands that this Order Form is subject to the terms and conditions in the Contract and by signing below, Licensee commits to the payment amounts and terms within this Order Form. This Order Form shall be binding for Licensee upon its submission to [REDACTED]

Licensee

Signature: [Signature]
 Name: ALAN ATHERTON
 Title: EXEC DIRECTOR
 Date: 12/30/15

Signature: [REDACTED]
 Name: [REDACTED]
 Title: Contracts Manager
 Date: 12/29/15

Order Form #3
 under Contract #071B320064
 by and between
 [REDACTED] Corporation and the State of [REDACTED]

Licensee: State of Tennessee- Department of Finance and Administration

Payment Terms: 45 days from date of invoice

Billing Frequency: Monthly

Length of Initial Subscription Term:

OPTION 1: Renewal Subscription Term:

Licensee commits at this time to renewing for a subsequent Renewal Subscription Term of 12 months. Unless additional licenses are added below, Licensee shall be invoiced according to its contracted License Quantity, or actual License Quantity due to Additional Usage, whichever is higher.

OPTION 2: Additional Licenses - Increase License Quantity according to the ramped chart in Section 2 below; such licenses shall be enterminous with the current Order Form Number 2 Subscription Term. These licenses shall be in addition to Licensee's contracted License Quantity, or actual License Quantity due to Additional Usage, whichever is higher.

Order Form Effective Date: January 1, 2016

PRICING IS INCLUSIVE OF STANDARD MAINTENANCE AND SUPPORT FEES, INCLUDING CUSTOMER SERVICE.

Section 2 (Only applicable if option 2 is selected above)

Licensed Services	Ramp Schedule	License Quantity	Fee per License per Month	Total Monthly Fees
[REDACTED]	1/1/16	1,000	\$1.00	\$1,000.00
	2/1/16	1,200		\$1,200.00
	3/1/16	1,500		\$1,500.00
	4/1/16	1,800		\$1,800.00
	5/1/16	2,000		\$2,000.00
	6/1/16	2,300		\$2,300.00
	7/1/16	2,500		\$2,500.00
	8/1/16	2,800		\$2,800.00
	9/1/16	3,000		\$3,000.00
	10/1/16	3,000		\$3,000.00
	11/1/16	3,000		\$3,000.00
	12/1/16	3,000		\$3,000.00

Total Annual Fees based on the License Quantities above: \$27,100.00

Licensee acknowledges and agrees that Licensee shall be bound, and this Order Form shall be governed by, the terms and conditions of Contract #071B320064, as amended by the Addendum between the State of Tennessee, Central Procurement Office, and [REDACTED] ("Addendum"). The parties acknowledge that the State of Tennessee's obligation to purchase and pay for any services referred to in this Order Form are subject to the terms and conditions of the Addendum, which control over any conflicting language in this Order Form. Licensee shall be invoiced directly by [REDACTED] in accordance with the Contract and the terms within this Order Form. Additional Usage and licenses added via subsequent Order Form will be invoiced in accordance with Section 2.044 of the Contract.

Licensee may reduce its License Quantity by providing written notice at least thirty (30) days prior to the billing period for which the license quantity is to be reduced. Such notice should be sent to billing@[REDACTED].com with a copy to legal_department@[REDACTED].com, reference this provision, and state the desired License Quantity, and the month the new License Quantity should begin. If the Licensee's actual License Quantity exceeds the number in the Notice of Reduction, Licensee will be invoiced for Additional Usage, as set forth in the Addendum. If no such notice is received, Licensee shall be invoiced at the License Quantity for the prior month.

If Licensee is a State of Tennessee executive branch agency has OIR approved: No; Yes (if Yes, please attach approval).
 Is Licensee an approved [REDACTED] Member (If No is selected, authorization by the State of Michigan is required): No; Yes.

Is a Purchase Order Required (for Licensee's internal purposes only): No Yes, #

The pricing listed above is valid through December 31, 2015

Sales Representative(s): [REDACTED]
 Authorized Sales Partner (if applicable): [REDACTED]

[REDACTED]
 Attn: Billing Supervisor
 [REDACTED]

LICENSEE BILLING INFORMATION:

State of Tennessee
 Attn: Alan Atherton
 312 Eighth Ave. N.
 Nashville, TN 37243
 P: 615-253-6852
 F:
 E: alan.atherton@tn.gov

BY SIGNING BELOW, Licensee represents that he or she is an authorized representative of the company for purposes of licensing the Licensed Services. Licensee understands that this Order Form is subject to the terms and conditions in the Contract and by signing below, Licensee commits to the payment amounts and terms within this Order Form. This Order Form shall be binding for Licensee upon its submission to [REDACTED]

Licensee

Signature: ALM
Name: ALMA ATHERTON
Title: EXECUTIVE DIRECTOR
Date: 12/30/15

[REDACTED]
Signature: [REDACTED]
Name: [REDACTED]
Title: Contracts Attorney
Date: 12/29/15



COOPERATIVE PURCHASING AGREEMENT

STATE OF TENNESSEE
PARTICIPATING ADDENDUM
State of Michigan Cooperative Contract 071B3200064
Mobile Device Management
STATE OF [REDACTED]

This Participating Addendum ("Addendum") is entered into this 20 day of November, 2014, pursuant to the State of Michigan Master Cooperative Purchasing Contract 071B3200064 ("Master Contract") between the State of [REDACTED] as the lead state and [REDACTED], an [REDACTED] ("Contractor"). The parties to this Addendum create a separate contract between the Contractor and the State of Tennessee acting through the Department of General Services, Central Procurement Office ("CPO"). Participation by the CPO is permitted by Section 2.283 of the Master Contract and by Tenn. Code Ann. § 12-3-512.

The CPO and the Contractor agree as follows:

1. The CPO and Contractor agree to be bound by the terms and conditions as stated in the ✓ Master Contract, Order Form #1, and [REDACTED] Technical Support Guide, which are made a part of this Addendum and incorporated by reference;
2. The CPO and Contractor agree to be bound by this Addendum.
3. To the extent that there is a conflict between the Master Contract, the Order Form, and this Addendum, the order of precedence shall be: (1) this Addendum and then (2) the Master Contract, and then (3) Order Form #1, and (4) and [REDACTED] Technical Support Guide.
4. Any amendment to the Master Contract entered into subsequent to the effective date of this Addendum, and any contract-related documents or referenced websites not specifically identified in Section 33 of the Addendum, will not be binding on the CPO unless CPO consents in writing.
5. For any references to the State of [REDACTED] in the Master Contract that are not superseded as directly in conflict with this Addendum:
 - a. Any reference to the State of [REDACTED] (or an agency of the State of [REDACTED]) is deemed a reference to the State of Tennessee. CPO will determine which agency of the State of Tennessee is responsible for contract functions while retaining contract management.
 - b. Any reference to a law or regulation of the State of [REDACTED] refers to the analogous laws or rules of the State of Tennessee. Specifically, all issues concerning public records will be determined under the Tennessee Open Records Act, Tenn. Code Ann. § 10-7-503 et seq., and all issues concerning claims against the State will be determined under Tenn. Code Ann. § 9-8-301 – 310.



- c. If the Master Contract refers to a [redacted] agency, program, law, rule or regulation with no counterpart in Tennessee, that provision shall not be binding.
- 6. The following provisions of the Master Contract are not binding on CPO:
 - a. Change Notice No. 1 and all other Change Notices entered into between the State of [redacted] and [redacted] Communications prior to the effective date of this Addendum. In the future and upon mutual written agreement, the CPO and Contractor may execute an amendment to add services the same as, or similar to, those described in Change Notice No. 1 to the Addendum.
 - b. Section 2.003
 - c. Section 2.044(b), 2.044(c), 2.044(d1), and 2.044(d2)
 - d. Section 2.161
 - e. Sections 2.191 through 2.194
 - f. Attachment 2

State of Tennessee
 Department of General Services
 Central Procurement Office

[redacted]

By: Michael F. Perry
 Michael F. Perry
 Chief Procurement Officer

Michael F. Perry

By: [redacted]
 ([redacted]
 P [redacted]

11/20/14

 Federal I.D. Number

ATTACHMENT A
PARTICIPATING ADDENDUM



For: The State of Tennessee
Under the
State of [REDACTED] Cooperative Contract 071B3200064
with
[REDACTED]

SPECIAL TERMS AND CONDITIONS

1. **SCOPE.**

These SPECIAL TERMS AND CONDITIONS shall be a part of the Addendum. Unless otherwise defined, all capitalized terms in this Addendum shall have the meanings ascribed to them in the State of [REDACTED] Master Cooperative Purchasing Contract 071B3200064 U.S. Communities Master Contract 071B3200064 ("Master Contract").

A handwritten signature in black ink, appearing to be "SS", located to the right of the text in the first section.

2. **TERM OF PARTICIPATING ADDENDUM.**

This Addendum shall become effective on the date of execution by the CPO subsequent to the approval of the Comptroller of the Treasury for the State of Tennessee. The Addendum shall terminate or expire upon the earlier of (a) expiration or termination of the Master Contract, or (b) termination of the Addendum in accordance with its terms or the terms of the Master Contract.

3. **STATE OF TENNESSEE ADDENDUM PARTICIPANTS.**

Once awarded by the State, the resulting contract may be used by all State of Tennessee agencies pursuant to Tenn. Code Ann. § 12-3-305, and by all Tennessee local governmental units. Use of the contract by State of Tennessee executive branch agencies must be defined and approved in writing by the Department of Finance and Administration (F&A), Office for Information Resources (OIR), prior to the Contract providing any services described herein.

4. **GOVERNING LAW.**

This Addendum 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 Addendum. The Contractor acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising therefore, shall be subject to and limited to those rights and remedies, if any, available under Tenn. Code Ann. § 9-8-101 - 9-8-407.

5. **RECORDS.**

The Contractor shall maintain documentation for all charges under this Addendum. The books, records, and documents of the Contractor, insofar as they relate to work performed or money received under this Addendum, 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 its duly appointed representatives. The financial statements shall be prepared in accordance with generally accepted accounting principles.

6. EXAMINATION/AUDIT OF BOOKS/RECORDS.

The CPO may, at reasonable times, examine or audit the books and records of the Contractor and any subcontractor providing services under this Agreement, to the extent Contractor has the right to grant such access, where such books and/or records relate to the performance of any contract or subcontract with the State of Tennessee to the extent reasonably necessary to verify Contractor's compliance with this Agreement. Such books and records shall be kept in conformity with generally accepted accounting principles and maintained by the Contractor or subcontractor for a period of three (3) years from the date of final payment under the prime contract or subcontract. Said examination/audit may be performed at any reasonable time, upon reasonable written notice, by the CPO, the Comptroller of the Treasury, or their duly appointed representative(s), provided that any third party auditor must be approved by Contractor, and such approval shall not be unreasonably withheld.

7. STATE AND FEDERAL COMPLIANCE.

The Contractor shall comply with all applicable State and Federal laws and regulations in the performance of this Addendum.

8. SUBJECT TO FUNDS AVAILABILITY.

This Addendum is subject to the appropriation and availability of State of Tennessee or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the CPO reserves the right to terminate the Addendum upon written notice to the Contractor. Said termination shall not be deemed a breach of contract by the CPO. Upon written notice, the Contractor shall cease all work associated with the Addendum. Should such an event occur, the Contractor shall be entitled to compensation for all satisfactory and authorized services that are completed. 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.

9. ADDENDUM PRICING AND INVOICING PROCESS.

The pricing under this Addendum shall be as per the Master Contract and Order Form #1's pricing, terms, and conditions, with the exception(s) noted as follows:

- a. In no event shall the Maximum Liability of the State under this Contract exceed One Hundred Seven Thousand, Three Hundred and Fifty-Two Dollars (\$107,352.00). The "Fee per License per Month" in Order Form #1 shall constitute the entire compensation due the Contractor for all service and Contractor obligations hereunder regardless of the difficulty, materials or equipment required.
- b. The Contractor shall invoice the State Agency, such invoice to be submitted to the appropriate Primary Contact location given in Section 18, and the State Agency in



question shall compensate the Contractor, for the services described herein on a monthly basis and fees shall be paid by the State Agency monthly in advance.

- c. The CPO is granted a certain quantity of licenses for the Services as designated in each Order Form. All licenses are sold on a per-Device basis. Each Order Form shall specify a committed monthly quantity of licenses ("License Quantity") and, unless otherwise expressly stated herein: (i) the number of Devices connected to the Licensed Services must not exceed the License Quantity; (ii) Licenses cannot be shared or used by more than one Device, but may be reassigned to a new Device which replaces the former Device as long as such former Device no longer connects to the Licensed Services; (iii) any added licenses shall terminate on the same date as the pre-existing licenses; and (iv) for Additional Usage billing purposes, State's total license count is determined by the number of Devices that connect to the Licensed Services. In the event that the number of Devices connecting to the Licensed Services exceeds the License Quantity ("Additional Usage"), State will be billed for such Additional Usage for the remainder of the then current Subscription Term on a pro-rated basis, and fully for any renewal Subscription Terms, in accordance with the Fees listed herein if: (a) the Additional Usage exceeds the License Quantity by 5% or more; or (b) the Additional Usage exceeds the License Quantity by less than 5% but such Additional Usage has existed for four (4) consecutive months or more. For the avoidance of doubt, once either (a) or (b) occurs, State shall be invoiced for such Additional Usage including, in (a) the first 5% of Additional Usage, and in (b) the four (4) months. The Additional Usage shall be added to the License Quantity and shall become State's new License Quantity. Notwithstanding anything to the contrary, after twelve (12) months, as measured from the Order Form Effective Date, the CPO may reduce its License Quantity by providing written notice at least thirty (30) days prior to the billing period for which the license quantity is to be reduced ("Notice of Reduction"). This right of reduction shall survive the Initial Subscription Term and shall apply to any subsequent Renewal Subscription Term, as described in Section 23. Such notice should be sent to [billing@\[REDACTED\].com](mailto:billing@[REDACTED].com) with a copy to [legal_department@\[REDACTED\].com](mailto:legal_department@[REDACTED].com), reference this provision, and state the desired License Quantity, and the month the new License Quantity should begin. If the CPO's actual License Quantity exceeds the number in the Notice of Reduction, the CPO will be invoiced for Additional Usage, as set forth herein. If no such notice is received, CPO shall be invoiced at the License Quantity for the prior month.
- d. State shall be invoiced in accordance with the following: (i) all Fees shall be paid in advance; (ii) Fees are based on the License Quantity and not actual usage, unless Additional Usage is incurred; (iii) except as set forth herein, payment obligations are non-cancelable and Fees paid are non-refundable; (iv) except as set forth herein, the License Quantity cannot be decreased during the Subscription Term. All Fees for licenses are charged for full monthly periods. Any purchase order issued will be for informational purposes only and will not alter the terms of this Addendum.

10. ADDENDUM PURCHASE ORDER.

State agencies and local governmental units may submit Order Forms, prepared by Contractor, under the terms of this this Addendum directly to the Contractor. OIR must pre-approve and process Order Forms for the Licensed Services to be executed by executive branch State agencies. A list of the executive branch State agencies is attached hereto as



Exhibit B. Order Forms submitted by the agencies set forth in Exhibit B must be accompanied by proof of approval by the OIR. These Order Forms constitute the Contractor's authority to make delivery to the ordering State agency or local governmental unit. Each Order Form will be deemed to incorporate the terms and conditions set forth in the Addendum. Order Forms may be entered electronically, transmitted through facsimile equipment, or submitted on paper. Orders received by the Contractor after 4:00 P.M. (CST) will be considered the following business day.

11. STATE AGENCY INVOICE AND PAYMENT.

All amounts due shall be paid by the State agency requesting the services and shall be paid to Contractor by means agreeable to the CPO and Contractor. The Contractor shall send itemized invoices to the appropriate primary contact, as detailed in Section 18.

The Contractor shall not invoice the State Agency under this Contract until the CPO has received the following documentation properly completed.

- a. The Contractor shall complete, sign, and present to the CPO an "Authorization Agreement for Automatic Deposit (ACH Credits) Form" provided by the CPO. By doing so, the Contractor acknowledges and agrees that, once said form is received by the CPO, 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 "W-9 Form" provided by the CPO. 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.

12. LOCAL GOVERNMENT PURCHASES AND PAYMENTS.

The CPO reserves the right to extend the Contractor's services and pricing to local government entities such as city and county governments and special districts. Purchases made by these entities are to be paid by the purchasing local government entity and are not the liability or responsibility of the CPO. Payment methods shall be determined between each participating local government entity and the Contractor.

13. DIVERSITY.

It is the policy of the State of Tennessee to include diversity in its contractual relations with commercial firms. Firms who demonstrate and embrace diversity within its programs and policies are assisting the State in achieving its goals in building a more reflective marketplace for the community within this state. Contractor's diversity policies are available at <http://www.█.com/█/responsibility/policy8.shtml>. The Contractor will encourage and foster the participation of minority business enterprises, women business enterprises, small business enterprises and persons with military related disabilities. If requested by CPO, the Contractor will provide quarterly reports in its standard format on the amount of expenditures paid to diversity business firms



14. REPORT - STATE'S USAGE – QUARTERLY.

Within the Mobile Device Management solution that the Contractor provides pursuant to this Agreement, the Contractor shall provide State-customizable fields, which will facilitate the production of agency billing reports. At a minimum, the State requires two (2) customizable fields for the Agency and Department (Set ID) codes, and Speed chart codes. Each of these fields shall be alpha-numeric and at least 10 characters in length. The Contractor shall assist the State in creating a report from the solution which will detail the State's usage, broken down by Agency and department within the Agency; in some cases it will also be necessary to provide the user name associated with the device. Once exported to spreadsheet software, the report shall also provide totals and subtotals; for example Department/Agency/Division license count subtotals and totals.

15. PROHIBITION OF ILLEGAL IMMIGRANTS.

The requirements of Tenn. Code Ann. § 12-3-309 shall be a material provision of this Addendum, a breach of which shall be grounds for monetary and other penalties, up to and including termination of this Addendum.

- a. The Contractor agrees that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of this Addendum and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this Addendum. The Contractor shall reaffirm this attestation, in writing, by submitting to the State a completed and signed copy of the Attestation document that can be accessed and printed from the internet at http://www.tn.gov/generalserv/cpo/for_bidders.html, semi-annually during the period of this Addendum. Such attestations shall be maintained by the Contractor and made available to state officials upon request.
- b. Contractor shall require that any subcontractor used in performance of this Addendum shall comply with all applicable laws. In the event that a subcontractor is found to be knowingly utilizing the services of illegal immigrants, in violation of applicable law, State may consider such use of an illegal immigrant to be a breach by Contractor for which it may terminate for cause in accordance with Section 25.
- c. The Contractor shall maintain records for all personnel used in the performance of this Addendum. 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 Tenn. Code Ann. § 12-3-309.
- e. For purposes of this Addendum, "illegal immigrant" shall be defined as any person providing services under this Addendum and located in the United States, 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 Addendum.



16. CONTRACT MANAGEMENT.

The Contractor shall assign a Government Sales Manager and one or more individuals to the function as Customer Service Representative(s) within five (5) business days of execution of this Addendum. The Contractor shall provide contact information to the CPO Contract Administrator.

17. CONTRACT IMPLEMENTATION.

The CPO will issue a contract to the Contractor after execution of this Addendum by both parties.

18. PRIMARY CONTACT.

The primary contact for the CPO on this Addendum is as follows:

a. For Executive Branch State Agencies:

Alan Atherton, Executive Director
Office for Information Resources
Department of Finance & Administration
901 5th Avenue North
Nashville, TN 37243
alan.atherton@tn.gov
Telephone # 615-253-6852
FAX # 615-532-0471

b. For non-Executive Branch State Agencies and local governmental units, invoices will be sent to the contact named in the relevant Order Form by the agency/local government requesting the services.

19. LIMITATION OF LIABILITY.

The parties agree that the Contractor's liability under this Contract shall be limited to an amount equal to two (2) times the Maximum Liability detailed in Section 9.a and as may be amended, provided that in no event shall this section limit the liability of the Contractor for intentional torts, criminal acts, or fraudulent conduct.

EXCEPT TO THE EXTENT AS SET FORTH ABOVE, OR AS PROHIBITED BY APPLICABLE LAW, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, OR OTHERWISE, INCLUDING NEGLIGENCE, STRICT LIABILITY, INDEMNITY OR OTHERWISE, AND WHETHER OR NOT SUCH DAMAGES WERE FORESEEN OR UNFORESEEN AND REGARDLESS OF WHETHER SUCH PARTY HAD RECEIVED NOTICE OR HAD BEEN ADVISED OR KNEW OR SHOULD HAVE KNOWN, OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES.



20. INDEMNIFY AND HOLD HARMLESS.

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

In the event of any such suit or claim, the Contractor shall give the State immediate notice thereof and shall provide all assistance required by the State in the State's defense. The State shall give the Contractor written notice of any such claim or suit, and the Contractor shall have full right and obligation to conduct the Contractor's own defense thereof. Nothing contained herein shall be deemed to permit the Contractor, through its attorney(s), the right to represent the State of Tennessee in any legal matter, such rights being governed by Tenn. Code Ann. § 8-6-106. The State must obtain Contractor's written approval before entering into any settlement of the claim or ceasing to defend against the claim, such approval shall not be unreasonably withheld or delayed.

If not prohibited by law, Contractor shall be subrogated to the rights of the State with respect to the claims to which such indemnification relates upon fulfillment of Contractor's indemnification obligations.

21. COMPLIANCE WITH THE "AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009".

Compliance with reporting requirements of the American Recovery and Reinvestment Act of 2009 ("ARRA"), Pub. L. 111-5: If or when Contractor is notified by the CPO, or state or local government entity that a specific purchase or purchases are being made with ARRA funds, Contractor agrees to comply with the data element and reporting requirements as currently defined in Federal Register Vol 74 #61, Pages 14824-14829 (or subsequent changes or modifications to these requirements as published by the Federal Office of Management and Budget). The CPO, or state or local government entity is responsible for informing Contractor as soon as the CPO, or state or local government entity is aware that ARRA funds are being used for a purchase or purchases. Contractor will provide the required report to the CPO, or state or local government entity with the invoice presented to the CPO, or state or local government entity for payment. The Contractor, as it relates to purchases under this contract, is not a subcontractor or subgrantee, but simply a provider of goods and related services.



22. TERM OF CONTRACT - MULTI-YEAR.

Total Number of Years if all options to renew are exercised: 5 Years

Initial Contract Term of fourteen (14) months, with options to renew dependent upon the State of Michigan exercising its Master Contract renewal options (see Section 23):

Start Date: January 1, 2015

End Date: February 25, 2016

The anticipated effective (start) date and expiration (end) dates of the contract are shown above. If award has not been made by the anticipated effective date, then the contract shall become effective upon the date this Addendum is last signed and approved by the parties. (Note: the change of effective date may not result in a change of the anticipated expiration date.)

23. RENEWAL OPTIONS.

This Addendum may be renewed upon satisfactory completion of the initial contract term. The CPO reserves the right, at its sole discretion, to execute renewal options under the same terms and conditions ("Renewal Subscription Term(s)"), provided that the State of [REDACTED] exercises its Master Contract renewal options. It is mutually understood and agreed that the CPO's commitment is limited to a base term contract not to exceed sixty (60) month, which is subject to renewal at the state's sole option. During the Initial Subscription Term, and any Renewal Subscription Term, the Fee per License per Month for [REDACTED] for Mobile Devices, as defined in Order Form #1, shall not exceed \$2.13 per License per Month, unless otherwise mutually agreed in writing. Fees for any additional Licensed Services shall be set forth in the Order Form for such Licensed Services.

24. TERMINATION FOR CONVENIENCE.

CPO may terminate this addendum without cause for any reason. Said termination shall not be deemed a breach of contract by the State of Tennessee. CPO shall give the Contractor at least ninety (90) days written notice before the effective termination date. The Contractor shall be entitled to compensation for Licensed Services provided through the termination date, but in no event shall the State of Tennessee 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. CPO will not exercise this termination for convenience during the first twelve (12) months of the Addendum unless mutually agreed to, in writing, by both parties to the Addendum.

25. TERMINATION FOR CAUSE.

If a Party ("Breaching Party") fails to properly perform its obligations under this Contract, or if a Party materially violates any terms of this Contract ("Breach Condition"), the other Party ("Non-breaching Party") may provide written notice to the Breaching Party specifying the Breach Condition. If within thirty (30) days of notice, the Breaching Party has not cured



the Breach Condition, the Non-breaching Party may terminate the Contract. In the event the Non-breaching Party is the State, the State may withhold payments in excess of compensation for completed services or provided goods. The Breaching Party shall not be relieved of liability to the Non-breaching Party for damages sustained by virtue of any breach of this Contract, and the Non-breaching Party may seek other remedies allowed at law or in equity for breach of this Contract.

26. PROFESSIONAL LICENSURE AND DEPARTMENT OF REVENUE REGISTRATION.

The Contractor shall be properly licensed with the Tennessee Department of Revenue. Before the Addendum resulting from this amendment is signed, the Contractor (and employees and subcontractors, as applicable) must hold all necessary, appropriate business and professional licenses to provide services as required. The CPO may require the Contractor to submit evidence of proper licensure. Before the Addendum resulting from this Participating Addendum is signed, the Contractor must be registered with the Department of Revenue for the collection of Tennessee sales and use tax. The CPO shall not award a contract unless the Contractor provides proof of such registration. The foregoing is a mandatory requirement of an award of a contract pursuant to this Addendum.

27. DEBARMENT AND SUSPENSION.

The Contractor certifies, to the best of its knowledge and belief, that it, its current principals and its current 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 Addendum been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
- c. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this paragraph; and
- d. Have not within a three (3) year period preceding this Addendum had one or more public transactions (federal, state, or local) terminated for cause or default.
- e. The Contractor shall provide prompt written notice to the CPO 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.



28. VOLUME-MULTI-YEAR.

Dates: From –January 1, 2015 ✓
To – February 25, 2016

Estimated Funding Expenditures for the New Contract Period:

1st Year: \$ 85,413.00 (1/1/2015 – 12/31/2015)
2nd Year: \$ 21,939.00 (1/1/2016 – 2/25/16)

Unless terminated in accordance with the agreement, the Contractor will only be paid for goods or services set forth in an Order Form executed by Contractor and the CPO, state or local government agency, and for Additional Usage, as defined in the Master Agreement. Except as set forth in this Addendum and any associated Order Form(s) the CPO, state or local government agency are under no obligation to request goods or services from Contractor in any specific dollar amounts per year under this Addendum.

29. WARRANTY PERIOD.

The Contractor shall provide to the CPO all warranties specified in the Master Agreement.

30. INSURANCE REQUIRED.

The Contractor shall procure and maintain for the duration of the contract, at its own cost and expense, insurance for claims of injuries to persons or damages to property including contractual liability, which may arise in connection with the performance of the work performed by the Contractor or by its agents, representatives, employees or subcontractors under this Addendum. Except as provided herein, the Contractor shall provide to the CPO the same insurance on the same terms and in same dollar amounts as provided in the Master Agreement.

The insurance carrier(s) must be licensed to conduct business in the State of Tennessee. The insurance will be evidenced by an original or .pdf format document certificate of insurance. The certificate shall list the State of Tennessee as the certificate holder and must list the company name and address on file with the CPO. Should any of the policy coverage(s) provided have a major change, expire, or be canceled before the expiration date the State shall be notified in accordance with the policy provisions. The State of Tennessee shall be held harmless for any injuries, claims or judgments against the Contractor or any of its agents, representatives, employees or subcontractors.

Certificates for liability coverage shall name the CPO as an additional insured.

The Contractor shall provide the CPO with an original certificate of insurance or .pdf format document as proof of insurance coverage, as stated above, naming the CPO as additional insured, within ten (10) business days after written request. Upon award, failure to maintain insurance coverage for the duration of the contract period may result in termination for cause in accordance with Section 25.



31. DISASTER RECOVERY.

The Contractor shall have for the State DSS (Data Security Standard) a Business Continuity/Disaster Recovery Plan in place, which is updated and tested annually. Upon the State's reasonable written request, Contractor shall provide the State with a copy of its Business Continuity/Disaster Recovery Plan. The Contractor will be required to provide written evidence of this to the State, upon reasonable written request. This evidence should be in the form of an attestation that the test has been completed and shall include whether the test was passed or failed.

Regardless of the architecture of its systems, the Contractor shall develop and be continually ready to invoke a business continuity and disaster recovery (BC-DR) plan. The BC-DR plan shall encompass all information systems supporting this Contract.

The Contractor shall periodically, but no less than annually, test its BC-DR plan through simulated disasters and lower level failures

In the event that the Contractor fails its BC-DR testing, the Contractor shall submit to the State a corrective action plan that describes how the failure will be resolved. The Contractor shall deliver the corrective action plan within fifteen (15) business days of submission of the requested attestation.

In the event of a declared major failure or disaster, as defined in the Contractor's BC-DR plan or as otherwise determined by Contractor, the Contractor's critical functionality, needed to perform the services under this contract, shall be restored within forty-eight (48) hours of the failure's or disaster's occurrence in either the primary or secondary datacenter locations. All State data shall be stored on Contractor's datacenters located within the continental United States of America.

32. 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, creed, color, religion, sex, national origin, or any other classification protected by federal or state law. The Contractor shall, upon request, show proof of nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination

33. ENTIRE AGREEMENT

This Addendum, Order Form #1, and the Master Contract, together with the exhibits and/or attachments if any, set forth the entire agreement between the parties concerning the CPO's procurement of Mobile Device Management from the Contractor. The binding contract and contract related documents are the following:

- a. The Cooperative Purchasing Addendum, including Attachment A, Participating Addendum, between CPO and Contractor.
- b. Contract No. 071B3200064 between Contractor and the State of [REDACTED] as amended by the Cooperative Purchasing Addendum and Attachment A.



c. Order Form #1. ✓

d. [REDACTED] *Technical Support Guide*, June 2013, attached hereto as Exhibit A. Contact information included therein may be updated by [REDACTED] from time to time with notice to CPO.

No agent, representative, employee or officer of either the CPO or the Contractor has the authority to make any statement, agreement or representation, oral or written, in connection with the agreement, which in any way can be deemed to modify, add to or detract from, or otherwise change or alter its terms and conditions. No modifications, alterations, changes, or waiver to this Addendum or any of its terms shall be valid or binding unless accomplished by a written amendment signed by both parties.

**Order Form #1
under Contract #071B3200064
by and between**



██████████ and the State of ██████████
Licensee: State of Tennessee- Office of Information Resources-Department of Finance & Administration
Payment Terms: 45 days from date of invoice
Billing Frequency: Annual
Length of Initial Subscription Term:
 14 months, beginning on this Order Form Effective Date
 Coterminal with current Subscription Term of Order Form Number ██████████. If this option is selected, the first Initial Subscription Term annual payment under this Order Form shall be prorated accordingly, based upon the number of months remaining in the then current Subscription Term.
Order Form Effective Date: 1.1.2015

PRICING IS INCLUSIVE OF STANDARD MAINTENANCE AND SUPPORT FEES, INCLUDING CUSTOMER SERVICE.

Licensed Services	Ramp Schedule	Monthly License Quantity	Fee Per License Per Month	Monthly Fees
██████████ for Mobile Devices	Month 1	100	\$2.13	\$213.00
	Month 2	500		\$1,065.00
	Month 3	1000		\$2,130.00
	Month 4	2000		\$4,260.00
	Month 5	3000		\$6,390.00
	Month 6	4000		\$8,520.00
	Month 7	4500		\$9,585.00
	Month 8	5000		\$10,650.00
	Month 9	5000		\$10,650.00
	Month 10	5000		\$10,650.00
	Month 11	5000		\$10,650.00
	Month 12 ¹	5000		\$10,650.00

██████████ for Mobile Devices includes the following Supplemental Services: App Management, Doc Management, and Content Distribution. Content Distribution Overage shall be invoiced at the rate of \$1.00 per GB of additional monthly usage and \$40.00 per GB of additional monthly storage.

Total Initial Subscription Term Fees: \$85,413.00

Licensee acknowledges and agrees that Licensee shall be bound, and this Order Form shall be governed by, the terms and conditions of Contract #071B3200064, as amended by the Addendum between the State of Tennessee, Central Procurement Office, and ██████████ ("Addendum"). The parties acknowledge that the State of Tennessee's obligation to purchase and pay for any services referred to in this Order Form are subject to the terms and conditions of the Addendum, which control over any conflicting language in this Order Form. Licensee shall be invoiced directly by ██████████ in accordance with the Contract and the terms within this Order Form. Additional Usage and licenses added via subsequent Order Form will be invoiced in accordance with Section 2.044 of the Contract.

¹Notwithstanding anything to the contrary, after twelve (12) months, as measured from the Order Form Effective Date, the CPO may reduce its License Quantity by providing written notice at least thirty (30) days prior to the billing period for which the license quantity is to be reduced ("Notice of Reduction"). Such notice should be sent to billing@██████████.com with a copy to legal_department@██████████.com, reference this provision, and state the desired License Quantity, and the month the new License Quantity should begin. If the CPO's actual License Quantity exceeds the number in the Notice of Reduction, the CPO will be invoiced for Additional Usage, as set forth in the Addendum. If no such notice is received, CPO shall be invoiced at the License Quantity for the prior month.

30 Day Opt Out: Licensee is granted a one-time option to cancel the Addendum, including this Order Form, by providing ██████████ written notice of its cancellation within 30 days of the Order Form Effective Date listed above. Such cancellation notice must: (i) be sent to legal_department@██████████.com; (ii) be received within 30 days of the Order Form Effective Date; (iii) refer to this provision; and (iv) be accompanied by a brief explanation for such cancellation. If no such notice is received within 30 days of the Order Form Effective Date, Licensee waives its ability to exercise this 30-Day Opt Out. In the event that Licensee exercises the foregoing cancellation right, it shall not be considered a breach of contract by the Licensee and Licensee shall not be liable to ██████████ for compensation for the Licensed Services.

If Licensee is a State of Tennessee executive branch agency, has OIR approved: No; Yes (if Yes, please attach approval).
 Is Licensee an approved ██████████ Member (If No is selected, authorization by the State of ██████████ is required). No; Yes.
 Is a Purchase Order Required (for Licensee's internal purposes only): No Yes, #
 The pricing listed above is valid if signed by December 31, 2014 and shall be valid thereafter throughout the term of the Addendum.

██████████ Sales Representative(s): ██████████
 ██████████ Authorized Sales Partner (if applicable):

Attn: Billing Supervisor

LICENSEE BILLING INFORMATION:

Alan Atherton, Executive Director

Office for Information Resources-Department of Finance & Administration
901 5th Avenue North
Nashville, TN 37243
P: 615-253-6852
F: 615-532-0471
E: alan.atherton@tn.gov



BY SIGNING BELOW, Licensee represents that he or she is an authorized representative of the company for purposes of licensing the Licensed Services. Licensee understands that this Order Form is subject to the terms and conditions in the Contract and by signing below, Licensee commits to the payment amounts and terms within this Order Form. This Order Form shall be binding for Licensee upon its submission to [redacted]

[redacted]
Signature: _____
Name: _____
Title: _____
Date: 11/20/14

LICENSEE

Signature: Alan Atherton
Name: ALAN ATHERTON
Title: EXEC DIR - ENO POINT MGMT
Date: 11/20/14



Technical Support Guide



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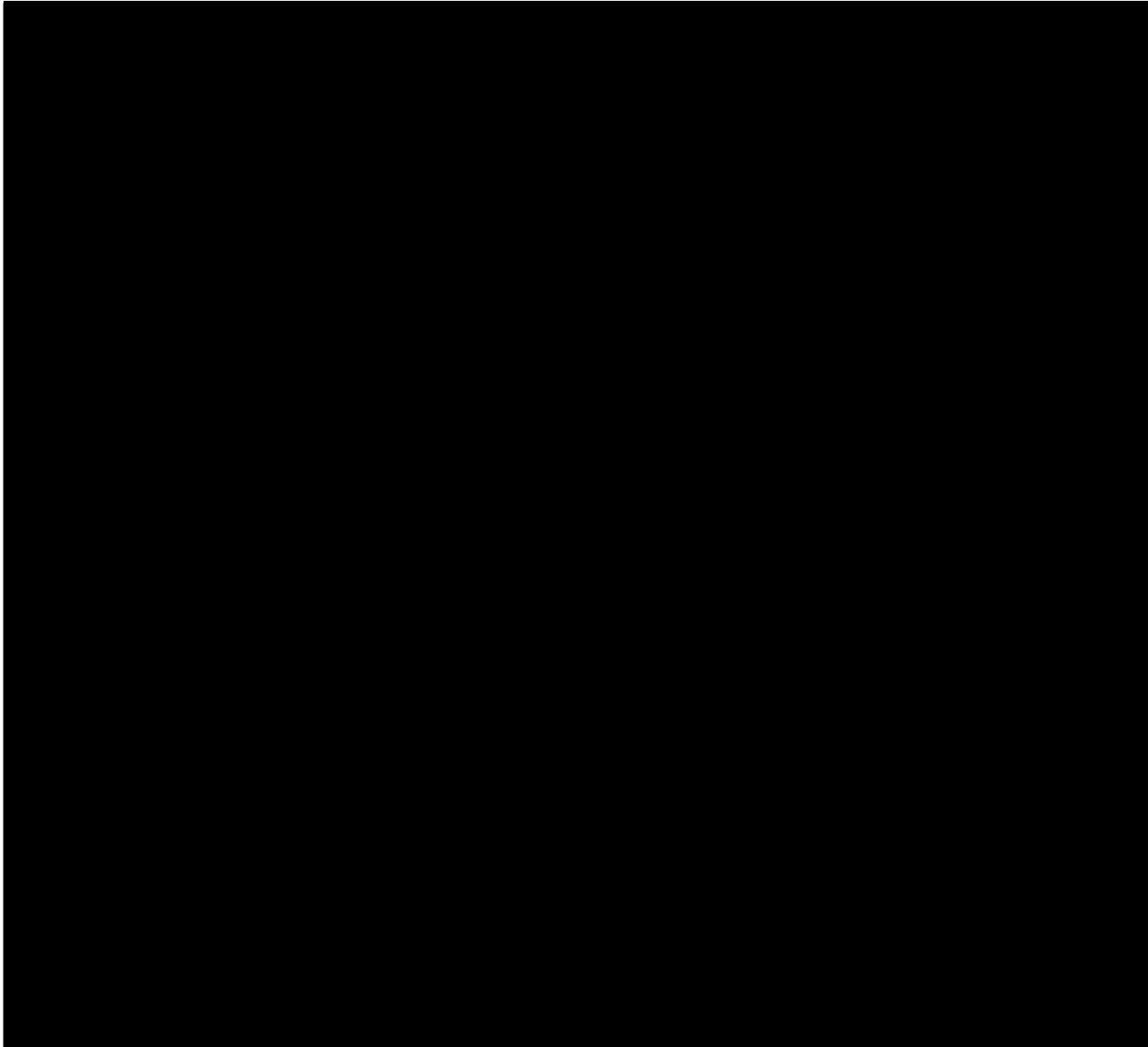
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June 2013

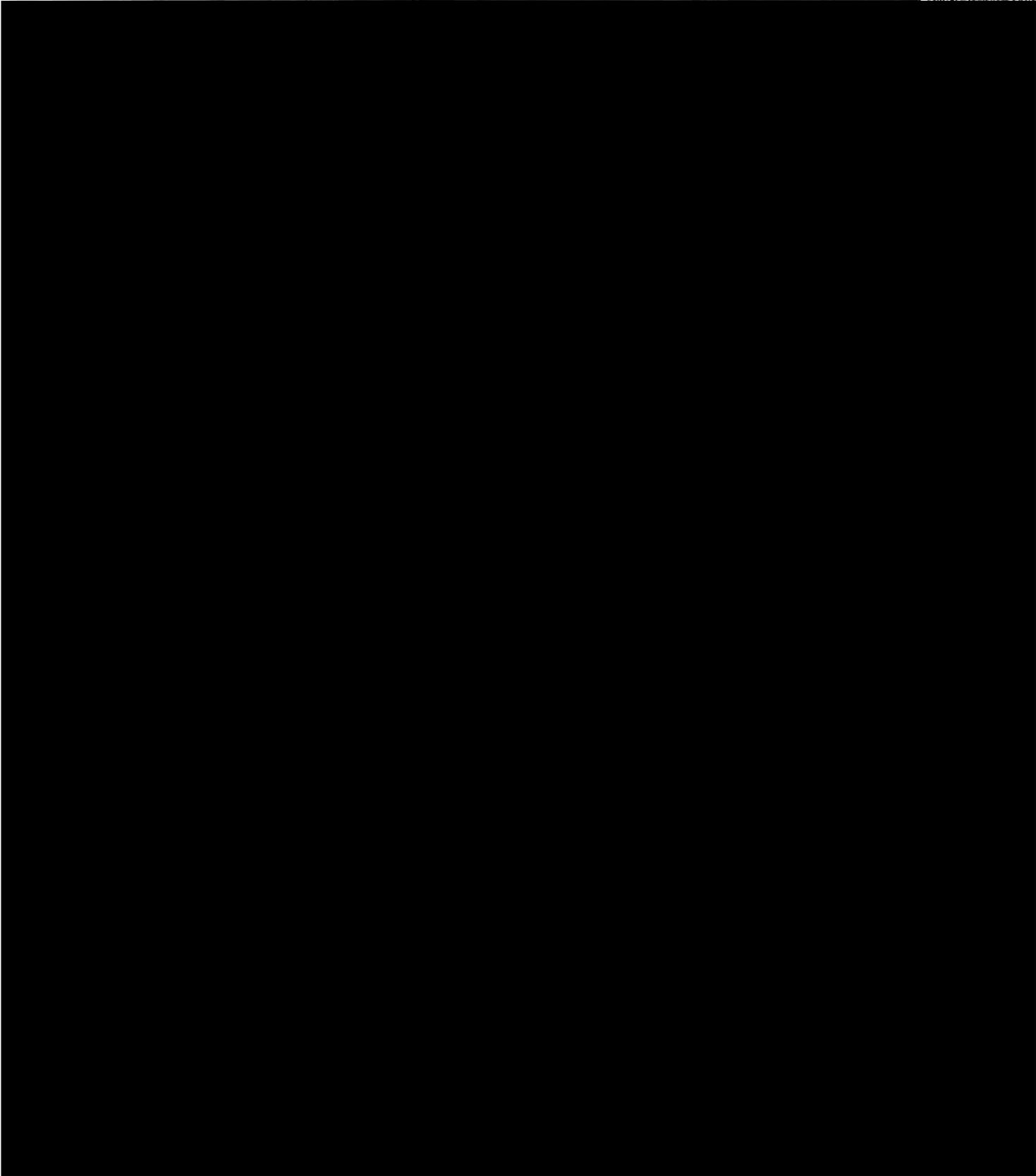


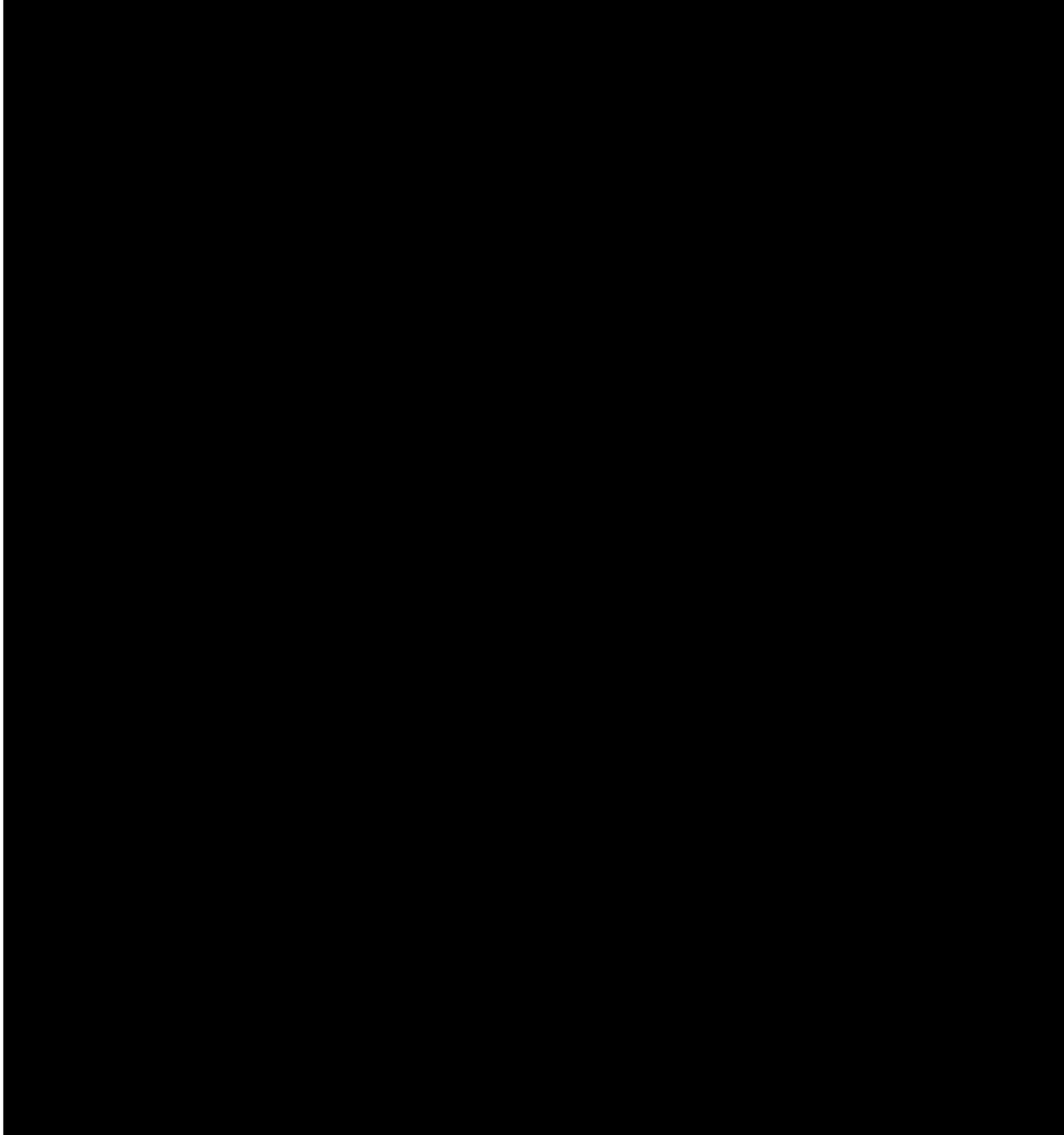


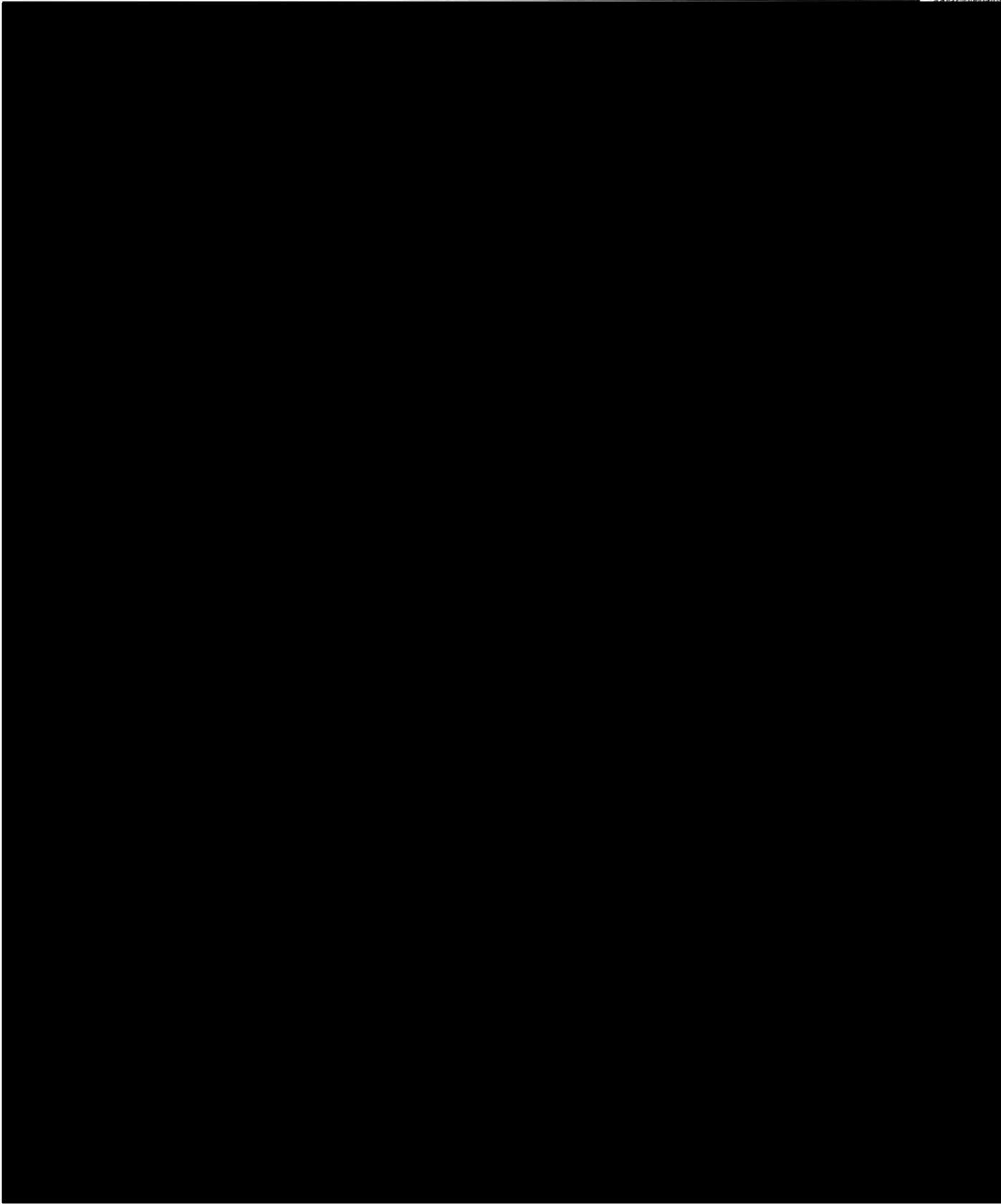


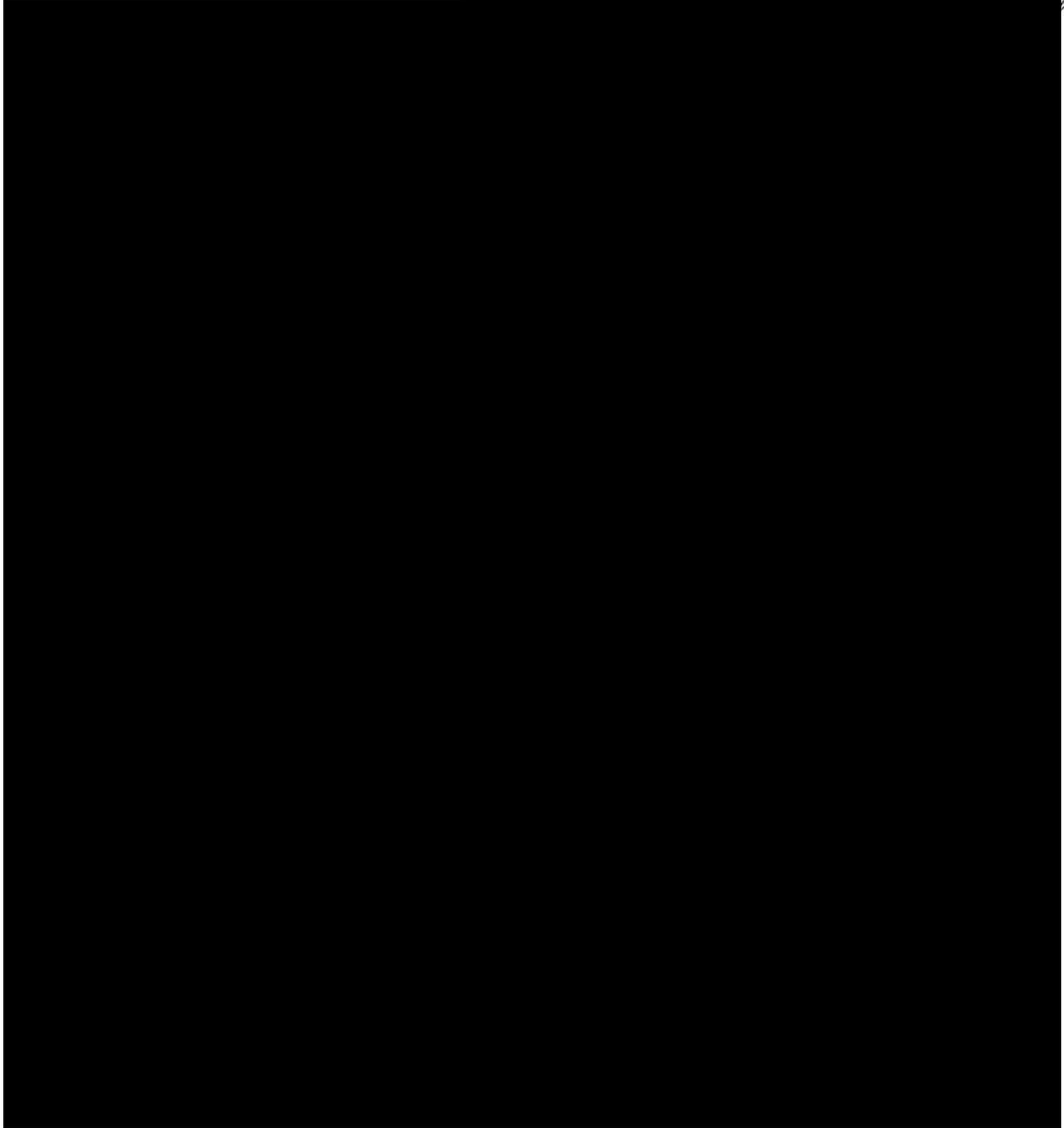


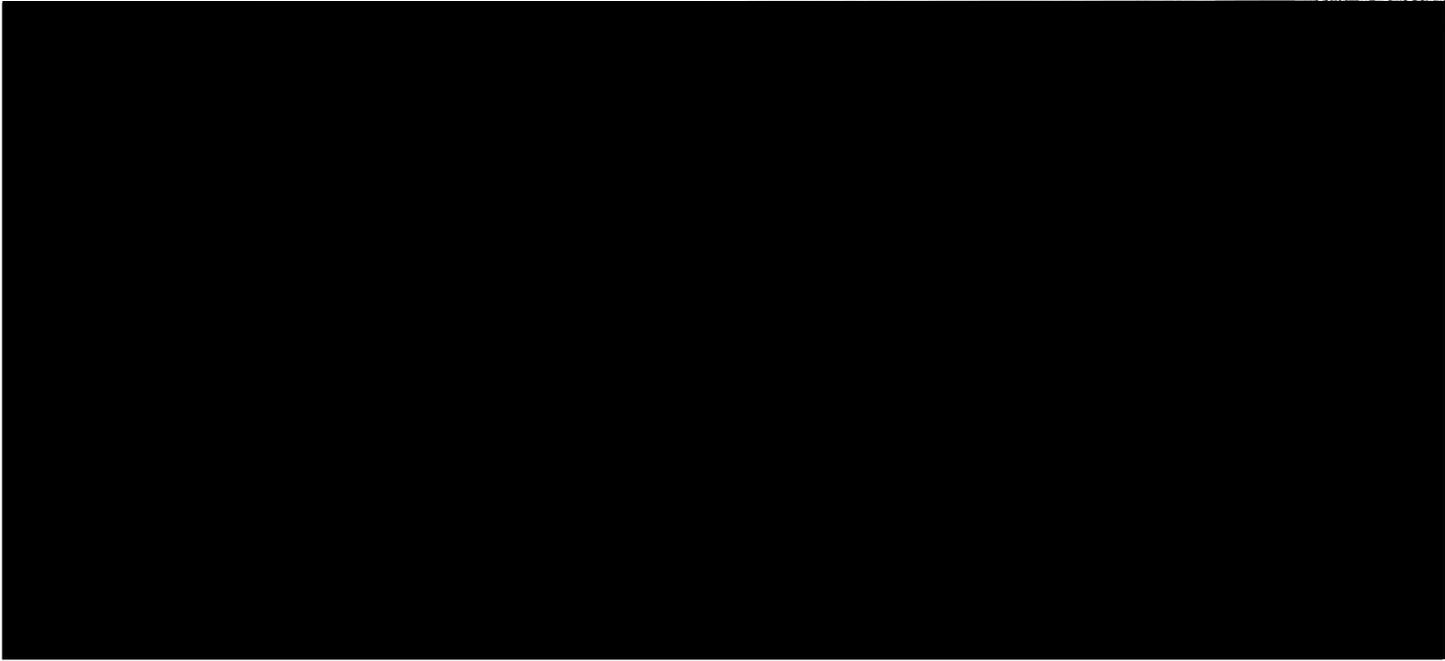












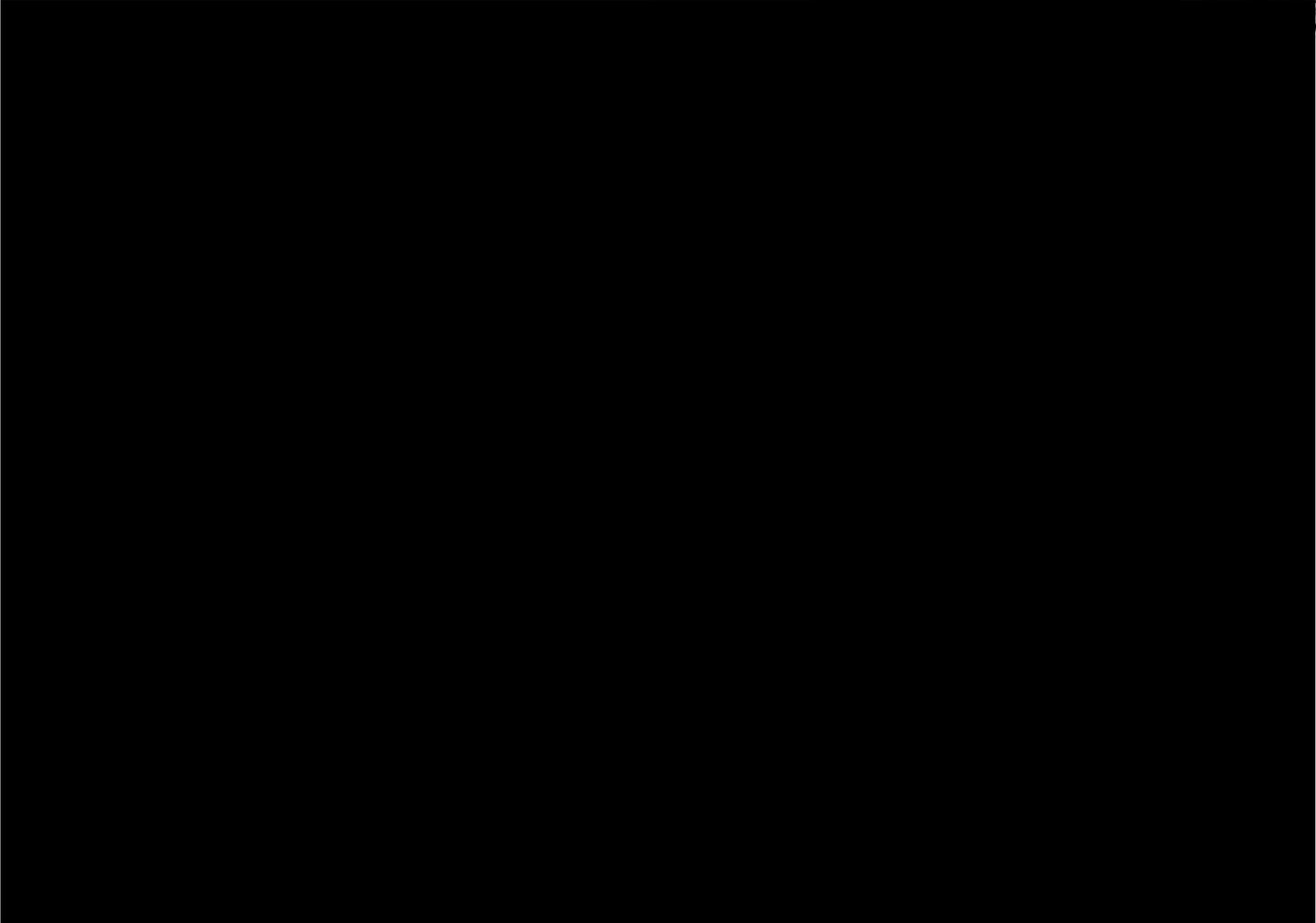








Exhibit B
State of Tennessee Executive Branch Agencies

Dept. of Agriculture
Dept. of Children's Services
Dept. of Commerce and Insurance
Dept. of Correction
Dept. of Economic & Community Development
Dept. of Education
Dept. of Environment & Conservation
Dept. of Finance & Administration
Dept. of Financial Institutions
Dept. of General Services
Dept. of Health
Dept. of Human Services
Dept. of Labor & Workforce Development
Dept. of Mental Health & Substance Abuse Services
Dept. of Intellectual and Developmental Disabilities
Dept. of Military
Dept. of Human Resources
Dept. of Revenue
Dept. of Safety
Dept. of Tourist Development
Dept. of Transportation
TN Rehabilitative Initiative on Correction (TRICOR)
Dept. of Veterans Affairs
Boards & Commissions
The Alcoholic Beverage Commission
Commission on Aging and Disability
Board Parole
Claims & Compensation
Commission on Children & Youth
Health Services & Development Agency
State Museum
TN Arts Council
TN Advisory Commission on Intergovernmental Relations (TACIR)
TN Bureau of Investigation
TN Economic Council on Women
TN Housing Development Agency
TN Higher Education Commission
TN Human Rights Commission
TN Industrial Finance Corporation
TN Student Assistance Corporation (TSAC)
TN Wildlife Resources Agency