



**CONTRACT
BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF GENERAL SERVICES
CENTRAL PROCUREMENT OFFICE
AND
GUIDESOFT INC., d/b/a KNOWLEDGE SERVICES**

This Contract, by and between the State of Tennessee, Department of General Services, Central Procurement Office, hereinafter referred to as the "State", GuideSoft Inc., d/b/a Knowledge Services, hereinafter referred to as the "Contractor," is for the provision of Managed Service Provider, as further defined in the "SCOPE OF SERVICES."

The Contractor is a For-Profit Corporation.
Contractor Place of Incorporation or Organization: Indianapolis, Indiana
Contractor Edison Registration ID # 0000166529

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 provision of an MSP solution to manage the Time and Materials Staff Augmentation Program.
- A.3. The Contractor shall manage a sub vendor network that meets all of the State's time and materials staffing requirements.
- A.4. The Contractor shall provide a supplier neutral, best price rate card MSP model and manage the candidate sourcing and ongoing administration of the program.
- A.5. The Contractor shall provide a full services model which includes, but is not be limited to, an on-site manager, consultation/training with State staff, managing and mentoring of the sub vendor network, and flexible candidate screening process
- A.6. The Contractor shall provide a Vendor Management System (VMS) to automate and support the staff augmentation lifecycle and provide standard and customized reports to the State.
- A.7. The VMS shall include the implementation and configuration of a technology solution or program office, or both, to provide coverage for the State. The VMS shall design, build, test, and create a production-ready system to centrally capture and manage the State's contract labor spend.
- A.8. The VMS shall have ability to share data with the State's systems.
- A.9. The Contractor shall provide:
 - a. A Vendor Management System (VMS) that is accessible by end users through the Internet and resides on a secure server with backup and recovery capabilities;
 - b. The VMS shall accept requirements from the State for both time and labor and scope of work requests; provide those requirements to the sub vendors; review, rate and filter the candidates or proposals from the sub vendors; provide the best candidates and proposals to the State; capture timesheet information; and accurately invoice the State for the Contingent Workers or deliverables by agency and Purchase Order;
 - c. The Contractor shall be responsible for all costs and fees associated with prescreening (background, drug, credit, etc.) checks. Prescreening requirements shall be determined on



- a per-agency basis, and the Contractor shall define such requirements in the job posting within the VMS. The Contractor agrees to reimburse the State for any background checks that the State is required to perform itself, provided that advance notice of such required background checks is given to Contractor when the requisition is provided to Contractor.
- d. The VMS shall have the capabilities to interface with the Edison system (Oracle/PeopleSoft) eProcurement and automate the requisition and invoicing process, with such definitions to be mutually agreed upon by the State and the Contractor. The State shall provide all necessary technical requirements and appropriate access to personnel and/or file structures on a timely basis to perform such work;
- e. The Contractor shall supply a Vendor Neutral solution that includes the following processes, components, and attributes:
- i. Sub vendor/Recruitment/Performance
 - ii. Work request (request for services) distribution
 - iii. The Contractor shall be responsible for hosting the VMS and associated data; the VMS and associated data cannot be hosted outside the continental United States.
 - i. Request approval
 - ii. Candidate submission and approval
 - iii. Candidate ranking methodologies
 - iv. Scalability and flexibility to unique agency needs
 - v. Sub vendor on-boarding (process by which you bring service providers into the VMS system)
 - vi. Timekeeping
 - vii. Reporting (standard and ad hoc)
 - viii. On-line search and query functions
 - ix. Interactive web-based system
 - x. User-friendly navigation
- f. The Contractor shall provide VMS training for all users;
- g. The Contractor shall provide ongoing support for the VMS;
- h. The Contractor shall provide standard reports, management reports, and user-defined reports. Such reports shall be available in hard copy and on-line either upon request by the State or as scheduled as described below (refer to A.10.):
- i. The Contractor shall provide a guided service to facilitate the State's use of the VMS;
- j. The Contractor shall hold the VMS source code in escrow. For the purposes of this Contract, "Escrow" means a software escrow account in which the Contractor has deposited with a third party the source code for the VMS;
- k. The VMS shall track and store data for a minimum of three (3) years after expiration or termination of this Contract;
- l. The Contractor shall provide a plan to implement the VMS, report progress on the implementation, and identify and resolve issues during the implementation;
- m. The Contractor shall provide a comprehensive plan to transition all existing staffing vendors, current projects and Contingent Workers to the VMS;



- n. The Contractor shall, at minimum of a quarterly basis, facilitate, contract review meetings with the State to review the Contractor's performance and service level metrics;
 - o. The Contractor shall assist the State to quantify cost savings and identify ongoing opportunities for additional savings throughout the term of this Contract;
 - p. The Contractor shall track the performance of sub vendors and Contingent Workers and ensure that quality and service levels are maintained;
 - q. The Contractor shall meet the established service levels as described in A.12.
 - r. The Contractor shall establish customer satisfaction survey metrics, to be approved by the State;
 - s. The Contractor will provide the pricing in this Contract to Other Governmental Bodies (State and local units of government);
 - t. The Contractor shall provide a statement whereby the Contractor agrees to all State Office of Information Resources (OIR) standards and guidelines;
 - u. The Contractor shall provide customer service between the hours of 7:00 am and 5:00 pm CT on weekdays and on as needed basis during non-standard business hours;
 - v. The Respondent shall credit in full all overcharges to the State within seven (7) business days;
 - w. The Contractor shall provide Contingent Workforce Labor to all current and potential sites within the State for all job categories.
 - x. The Contractor shall attend, at a minimum of quarterly, Contract administration meetings.
 - y. The Contractor shall incur the cost of any network and telecommunications infrastructure to facilitate receipt of any delivery of work requests, time keeping, reporting, etc.;
 - z. This has been intentionally removed.
 - aa. The Contractor and any of its affiliates or subsidiaries shall not provide, in aggregate, more than ten percent (10%) of the Contingent Workers per job category requested during the term of this Contract. At a request from the State, the Contractor must provide a list of its affiliates or subsidiaries as well as inform the State of any changes to this list throughout the life of the contract. This requirement does not limit the amount of Contingent Workers a sub vendor can provide; Contingent Workers on payrolling arrangements shall be excluded from the ten percent (10%) calculation;
 - bb. The Contractor shall meet or exceed all State Go-DBE commitments during the term of this Contract;
 - cc. The Contractor shall notify all sub vendors of each opportunity in order to provide each potential provider a fair and equitable opportunity to provide services to the State. If the State hiring manager requesting the services prefers, he/she may request and be provided all resumes submitted by sub vendors and consultants to determine the best fit for the position;
 - dd. This has been intentionally removed.
 - ee. The Contractor shall disclose any and all financial interests with any of its sub vendors, and the State reserves the right to include their participation in the Contractor's total participation as described in this Contract section subpart (aa);
 - ff. This has been intentionally removed.
- 3 RFP 32101-10131 Pro Forma Contract



gg. The Contractor shall be responsible and liable for the work and actions of any sub vendor used to fulfill the obligation of this Contract.

A.10. Quality Assurance and Reporting:

- a. The Contractor shall demonstrate a high level of quality control standards and service to the State.
- b. Request of Contingent Workers: Agency End Users will request Contingent Workers through the MSP's web-based ordering tool. If the Account Managers provide a group of resumes which the agency end user feels do not meet the requirements as stated in the requisition, the end user will return those resumes to the Account Manager and request a new group of resumes. If a second group of resumes is provided, and no resumes within the group meet the requirements as stated in the requisition and clarified in the re-order process, the end user may return the resumes to the Account Manager and the State can negotiate a discounted rate for a resource needed which will be agreed by both client and contractor.

Evaluate Candidates: End users will have the opportunity to conduct skills assessments (phone interviews, face to face interviews, capabilities tests, etc.) of the candidates they choose from the Account Manager-provided group of resumes. If the end user conducts a skills assessment and determines that the candidate will not meet the skill requirements of the position, the end user will reject the candidate and request another batch of resumes from which to choose another candidate. If this occurs twice with the same requisition, and the end user is still unable to find a candidate who meets the skills requirements of the position, the end user may request a waiver from the State contract manager to utilize a separate provider for the service need. As a result, the MSP will not receive the revenue from the resource originally requested in this case.
- c. Candidate Selection: If a candidate begins work for a particular agency, and the agency determines within the first week (six (6) business days) that the resource does not have the skills or capabilities necessary to complete the job as requested in the original requisition, the agency may request that the resource be replaced immediately, and the State shall not pay for the work conducted by the unacceptable resource.
- d. Quarterly Review and Reporting: A quarterly meeting will take place among the Account Managers, State Agency Representatives, and the State Contract Administrator to review the quality of service provided to the State by the MSP. It is at this time that the State will score the MSP on a variety of performance criteria, including, but not limited to, the Service Level Agreements (SLAs) as agreed upon by the selected vendor and the State with proposed SLA's outlined below. The MSP will also have the opportunity to provide the State with suggestions on how to improve its own processes relating to the Contract Services. If any service deficiencies are identified across the entire contract, the MSP and the State representatives will determine a plan of action to ensure that the level of service improves. Remedies for missing specific SLA-defined targets, as outlined below, will be imposed. If two (2) additional quarterly meetings occur with minimal or no improvement in the identified areas, it may be cause for the State to terminate the contract.

A.11. Reporting

- a. Vendor performance shall be measured and evaluated by the contractor on at least an annual basis, with quarterly reporting to be provided as requested, for the State to determine which vendors may continue to provide staffing services to the State. VMS technology shall measure every necessary step of the requisition process, prices of contingent workers, and



spend with the State. The tracking tool must also have a mechanism to track violation of client compliance policies including contract compliance and program rules compliance. The Contractor-provided tracking tools shall capture qualitative information such as feedback on vendor customer service. The tracking tool shall combine various data sources for a single consolidated performance report; real-time data availability via standard system reports; and real-time data availability via user-defined ad hoc reports. VMS technology or other technology shall have the capability to provide standardized reports. Reports shall be generated and evaluated on a regular basis by the Contractor. The Contractor shall provide such reports to the State along with recommendations for continuous process improvement.

b. The Contractor shall provide standard reports including, but not limited to, the following:

1. Submittal Report
2. New Hire Report
3. Vendor Evaluation Report
4. Vendor Comparison Report
5. Weekly Billing Report
6. Cumulative Billing Report
7. Skills Matrix Report
8. Time Card Report

c. Reports are due at the Central Procurement Office in the first week of each quarter of the Contract term. Reports shall be submitted electronically or by digital appliance in Microsoft Excel format. Additional reports may be requested in writing by the State Contract Administrator with a thirty (30) day written notice to the vendor. The Contractor shall provide the following reports to the Central Procurement Office:

- O. Usage reports: In addition to a quarterly report of sales being required, reporting of cost savings, net purchases, and percentage diversity (minority owned, women-owned, disabled veterans, and small business) of net purchases are required quarterly. Reports should be submitted to the contract administrator for the state in Microsoft Excel file format.
1. Custom Reports: The awarded Vendor also agrees to provide custom/special reports, as requested periodically by the State, at no additional charge to the State. The State's Contract Administrator may request custom reports from time to time. Vendor shall indicate the flexibility of the reporting system and the ease of changing both format and components tracked.
2. Report Format: Reports shall be provided in electronic format. All electronic reports must be submitted in Microsoft Excel format. Reports must include the ability to sort/summarize by account, job category classification and job code. Awarded Vendor agrees to provide all data requested in a flat file format as designated by the State Contract Administrator.

A.12. Service-Level Agreements (SLA): The Contractor shall meet or exceed the SLAs listed below. Corrective Action Meetings will occur as required by the State to ensure the Contractor will meet or exceed SLA metric targets. The SLAs will be reviewed monthly by the State Contract Administrator to identify any issues requiring immediate attention, and will be reviewed again during the quarterly meetings between the State and the Contractor. The Go-DBE (MBE, WBE, SDVBE, SBE) percentage levels may be adjusted up or down on a quarterly basis as determined by Go-DBE.



Performance Metric	MSP Goal	Performance Target	Description	Calculation	Frequency of Review
Requisition Confirmation Response time	4 business hours	92% or higher	Measures average response time from receipt of request to confirmation of request receipt.	Number of requisitions which received confirmation within 4 hours / total number of requisitions.	monthly
Resume Submittal Response time	5 business days	92% or higher	Measures average response time from receipt of request to delivery of first candidate's resume.	Number of requisitions which received first batch of resumes for review within 72 hours / total number of requisitions.	monthly
Normal Fill Rate	N/A	92% or higher	Measures Contractor's ability to satisfactorily fulfill requisitions: Indicates how many requisitions are open.	Total number of filled positions at month end / total number of requisitions that has been in place over 2 weeks.	monthly
Normal Round 1 Fill Rate	N/A	80% or higher	Measures Contractor's ability to satisfactorily fulfill requisitions within first round of resumes submitted to requestor (normal requisitions).	Total number of filled positions resulting from the first round of resumes / total number of requisitions filled.	monthly
Urgent Flagged Submittal Response Time	2 business days	92% or higher	Measures average response time from receipt of URGENT request to delivery of first candidate's resume.	Number of URGENT requisitions that received first batch of resumes for review within 24 hours / total number of URGENT requisitions.	monthly
Urgent Fill Rate	N/A	92% or higher	Measures Contractor's ability to fulfill requisitions: Indicates how many requisitions are open.	Total number of URGENT filled positions at month end / total number of requisitions that has been in place over 2 weeks.	monthly
Urgent Round 1 Fill Rate	N/A	90% or higher	Measures Contractor's ability to fulfill requisitions within first round of resumes submitted to requestor (URGENT requisitions).	Total number of URGENT filled positions resulting from the first round of resumes / total number of requisitions filled.	monthly
Attrition Rate	N/A	8% or lower	Measures Contingent Worker turnover due to unplanned situations that are not caused by the State, not including inadequate performance, death, serious illness, etc.	Number of unplanned turnovers / total number of Contingent Workers.	monthly
Performance Removal	N/A	5% or lower	Measures Contingent Worker turnover due to inadequate resource performance.	Number of turnovers (due to inadequate performance) / total number of Contingent Workers.	monthly
Offering Opportunity to the Network	N/A	30% or higher	Measure of how many resumes, provided to the State after requisition, are from the Contractor's subcontractor network.	Total number of resumes provided to the State from subcontractor resource pools / total number of resumes provided to the State.	monthly
Usage of Network	N/A	90% or higher	Measure of how many subcontractor Contingent Workers are selected by the State.	Number of subcontractor Contingent Workers selected within period / total number of Contingent Workers selected within period.	monthly
MBE/SBE/WBE Usage, Court	N/A	5% or higher	Measure of how many Minority, Women's and	Dollars paid to MBE/SBE/WBE within period/Total dollars paid	monthly



Reporter, Accounting, Healthcare, Staffing, IT, Translator, Legal, Transcription			Small Business Enterprises, Contingent Workers are being used by the State.	within period	
SDVBE Usage, All Job Categories Averaged	N/A	1% or higher	Measure of how many Disabled Veterans Business Enterprise Contingent Workers is being used by the State.	Dollars paid to SDVBE within period/Total dollar's paid within period.	monthly
Customer Service Survey Results	Monthly survey of the satisfaction of the agency requestor with the Contingent Workers placed at that agency by the Contractor. The survey will highlight positive and negative points about the Contractor's processes and Contingent Workers in order to identify areas for improvement. The State Contract Manager will review and include overall results as part of the scorecard.				

1. Once a final scorecard, which will include the above performance metrics, has been developed by the State and the Contractor, the State Contract Administrator shall calculate a score for the Contractor's overall performance. If the score is below the minimum threshold, the following actions will be taken:
 - a. A discussion will take place between the Contractor and the State Contract Administrator. The Contractor will be given a warning, and the State and the Contractor shall develop a corrective action plan, which shall require the Contractor to correct any problem areas within two (2) months.
 - b. If a second monthly review occurs with minimal or no improvement in the problem areas, the Contractor will be placed on probation, and shall have one (1) additional month to improve its overall service score.
 - c. If a third monthly review with below-threshold score occurs within the combined three (3) month probationary period, the Contractor shall give a three percent (3%) rebate on the month's revenue generated from MSP fees back to each agency, which has provided revenue to the MSP.
 - d. If a fourth below-threshold score occurs within the three (3) months following the combined three (3) month probationary period, the Contractor shall provide a five percent (5%) rebate on the month's revenue generated from MSP fees back to each agency that has provided revenue to the Contractor, and the contract may be terminated by the State.

A.13. Continuity of Services

1. Upon expiration or termination of this Contract, either the State or another contractor, may continue the services provided pursuant to this Contract.
2. The Contractor shall, upon the State's written notice:
 - a. Furnish phase-in, phase-out services for up to sixty (60) days after this Contract expires or terminates, and
 - b. Negotiate in good faith a Plan with the State or a successor to determine the nature and extent of phase-in, phase-out services required.
3. The Plan shall be subject to the State's approval. Such Plan shall specify a training program and a date for transferring responsibilities for each division of work detailed within the Plan. The Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services detailed within this Contract are maintained at the required level of proficiency.



4. The Contractor shall allot as many personnel as practicable to remain on the job to assist the State or the successor with ensuring the continuity and consistency of the services required by this Contract. The Contractor shall provide to the State and/or the successor all necessary personnel records and allow the successor to conduct on-site interviews with such Contingent Workers. If selected employees are agreeable to the change, the Contractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.
5. The Contractor shall be reimbursed for all reasonable phase-in, phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations). Any reimbursable cost must be actual, reasonable, necessary, and previously agreed upon by the State through the execution of an amendment prior to work being started and prior to the end of the contract expiration.

A.14. Customer Service and Account Management:

- a. The Contractor shall maintain an adequate service organization with local sales representation to all of Tennessee's geographical areas.
- b. The Contractor shall provide an Account Manager to interact with the State. Such Account Manager shall be familiar with this Contract and the State agencies, and be prepared to handle all service issues and billing inquiries promptly. The Account Manager shall assign an agency account number to each State agency and ensure that contract rates are attached accordingly. The Account Manager shall be available at the home office Monday - Friday 7:00 am to 5:00 pm CT.

B. CONTRACT PERIOD:

This Contract shall be effective for the period beginning August 1, 2013, and ending on July 31, 2016. 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.

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. Liability. The payment rates in section C.3 shall constitute the entire compensation due the Contractor for all service and Contractor 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 for any period under the Contract or any extensions of the Contract for work not requested by the State. The Contractor is not guaranteed payment of any 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 Attachment 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 State requires that pricing will be set for the initial twelve (12) months. The State will make the final determination to allow or not allow a price increase. The State will do an analysis of any suggested rate increase. The State will rely on the Contractor to help control costs in these categories. It will be the Contractor's responsibility to provide lower cost service alternatives through the life of the contract. The payment rates under this Contract are firm for the duration of the Contract and are not subject to escalation for any reason unless amended.
- C.3. Payment Methodology. The Contractor shall be compensated based on the payment rates herein for units of service authorized by the State as 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 will be required to be 100% vendor funded with the Contractor's mark-up percentage to be included in its' firm fixed price for each job classification and line item on the contract.
 - c. The Contractor shall provide implementation of its VMS at no additional cost to the State.
 - d. Conversion Costs: If the State determines it is in its best interest to hire or convert the employee of the Contractor or a participating program vendor to a State employee or to a State designated payroll provider after a 6 month period, contractor or vendor provider will release employee from any non-compete agreements that may be in effect. This will be at no cost to the State, Contractor or employee. If the State determines it would be in the best interest to hire the employee of the Contractor or participating program vendor, prior to completion of a 6-month period, the State will notify the Contractor or applicable sub vendor, who will in turn contact the Contractor or applicable sub vendor, of the State's intent to hire the resource. The State and Contractor follow the schedule of conversion fees found below:

Conversion Fee Table

Non-Professional Positions <i>**Non-Professional" is defined as those positions earning an annual salary equivalent to less than \$40,000 per year*</i>	Conversion Fee
0-160 hours worked	20% of pay rate
161-320 hours worked	15% of pay rate
321-480 hours worked	10% of pay rate
481 + hours worked	\$0 fee
Professional Positions <i>**Professional" is defined as those positions earning an annual salary of \$40,000 +per year*</i>	Conversion Fee
0-320 hours worked	20% of pay rate
321-640 hours worked	15% of pay rate
641-960 hours worked	10% of pay rate
960 + hours worked	\$0 fee

- e. The State and contractor have agreed to a Payrolling rate % of the contingent workers pay rate, including all statutory costs or taxes, which include but are not limited to Medicare, FICA, SUTA, FUTA, Workman Compensation Insurance, and excluding bonuses, stock options or incentives. When contingent workers are identified/recruited (and possibly interviewed, tested, and approved) by the client, the MSP becomes employer of record, responsible for administering payroll and payroll related costs, as well as for all employer mandated taxes and insurances. The payrolling schedule is listed below.



Schedule for cost of Payrolling (Employer of Record Services)

- 1) The Mark Up Rate shall be 12.7% for W2 Resources.
- 2) The Mark Up Rate shall be 9% for those Resources who qualify as Independent Contractors/1099 Resources.
- 3) The Effective Mark Up Rate shall not exceed 20%.
- 4) To receive such reimbursement for providing such services, Knowledge Services shall invoice the State an Hourly Bill Rate ("HBR") as defined in the formula below, which will prevent any MSP markup on Statutory Costs ("SC").
- 5) In the event that prescreening is necessary as determined by the using State agency, to the assignment of a resource under this paragraph, Knowledge Services shall bear the cost associated with the prescreening process.

Definitions:

- a. Loaded Pay Rate ("LPR"): Base Pay + Benefits. *Benefits are provided to the Resource at the direction of the State or applicable State Agency.*
- b. Mark Up Rate ("MUR"): the fee percentage rate as defined above in e.1) and e.2).
- c. Statutory Costs ("SC"): including all statutory costs or taxes, which include but are not limited to Medicare, FICA, SUTA, FUTA, Workers Compensation Insurance, and excluding bonuses, stock options or incentives.
- d. ("HBR") = [(LPR x MUR) + (LPR)] + (SC)

This section was removed intentionally

- f. Shift, On-Call and Holiday Differentials:
The overtime rate differential, if any, will be communicated to Knowledge Services' vendor in the job posting or requisition released by Knowledge Services, and shall be billed at a premium of 1.4 times the Hourly Bill Rate. Knowledge Services shall work with the State to determine which positions are eligible for overtime premium rates. Any other pay or shift premium rates, including but not limited to shift, holiday or weekend premiums, shall be mutually developed and agreed upon by CPO, the State Agency and Knowledge Services.
- g. The Contractor shall be compensated for said units, milestones, or increments of service based upon the "MSP Supplier Pricing Master Template" excel spreadsheet (see Attachment 3).

C.4. Travel Compensation. The Contractor shall not be compensated or reimbursed for travel, meals, or lodging unless otherwise specified. In instances where travel by Contingent Worker is necessary, travel shall be reimbursed by the State according to the State's Comprehensive Travel Regulation Policy at <http://www.tn.gov/finance/act/travel.shtml>.

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 the procuring State Agency with billing address.

- 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: State Agency & Division Name
 - (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.

D. STANDARD TERMS AND CONDITIONS:

11 RFP 32101-10131 Pro Forma Contract



- 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 Chief Procurement Officer, 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 Chief Procurement Officer, 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 thirty (30) 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 located on the CPO website: www.tn.gov/general/cpo 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:

Jeff Magruder
Department of General Services
Central Procurement Office
3rd Floor WRS, TN Tower
312 Rosa L. Parks Avenue
Nashville, TN 37243-1102
615-532-8918
jeff.magruder@tn.gov

The Contractor:

Julie Bielawski
GuideSoft Inc. d/b/a Knowledge Services
5875 Castle Creek Parkway, Suite 400
Indianapolis, IN
julieb@knowledgeservices.com
Telephone # 317-806-6101
FAX # 317-578-7600

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, *and 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. This has been intentionally left blank.



E.6. Insurance Required

The successful Respondent (s) shall procure and maintain for the duration of the contract, at their own cost and expense insurance against claims for 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, his agents, representatives, employees or subcontractors under the contract.

The insurance carrier(s) must be licensed to conduct business in the State If no further discussion is needed 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 State. Should any of the policy coverage(s) provided have a major change, expire, or be canceled before the expiration date the Contractor shall fax or email vendor.insurance@tn.gov, a copy of their insurer's cancellation notice within two (2) business days of receipt. The State of Tennessee shall be held harmless for any injuries, claims, or judgments against the contractor.

Certificates for liability coverages shall name the State of Tennessee Central Procurement Office as an additional insured. The following Insurance Coverages are required:

Workers' Compensation Insurance: a certificate shall be provided which indicates the contractor provides workers' compensation coverage in compliance with the state laws of Tennessee., and Employer's Liability with the following limits:

E.L. Each Accident	\$500,000
E.L. Disease- Each Employee	\$500,000
E.L. Disease - Policy Limit	\$500,000

General Liability and Property Damage Insurance: Comprehensive General Liability Insurance, including but not limited to, bodily injury, property damage, contractual liability, products liability, with combined single limits of \$500,000 per occurrence with a minimum aggregate of \$1,000,000.

The successful Respondent (s) shall provide the Central Procurement Office with an original certificate of insurance or .pdf format document as proof of insurance coverage, as stated above, naming the State of Tennessee, Central Procurement Office as additional insured, within ten (10) business days after request. If the certificate of insurance is in .pdf format, it must be received directly from the insurance company.

Upon award, failure to maintain insurance coverage for the duration of the contract period may result in cancellation of the contract. In the event that the insurance policy on file in the Central Procurement Office expires or is canceled, the contractor will be required to cease work until proof of insurance is presented.

E.7. Security of Protected Health Information Guidelines

Security of protected information (a) all employees, agents, and other affiliates of contractors under this contract shall protect the security of information identified to them as Protected Health Information (PHI).

Contractor's managing agents who are notified by the state about the presence of phi in facilities covered by this contract will transmit such notice to all employees, agents, and other affiliates of the contractor allowed access to such facilities during the course of this contract.

(b) All individuals covered by section (a) shall not read, examine, remove, or otherwise interfere with PHI; they shall not allow access to PHI, or disclose the contents of PHI, to any other person. All individuals with knowledge of an unauthorized disclosure of PHI shall notify either an



appropriate state official or a manager of the contractor with responsibility for notifying the appropriate state official.

E.8. HIPAA Compliance

The contractor warrants to the state that it is familiar with the requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and its accompanying regulations, and will comply with all applicable HIPAA requirements in the course of this contract. The contractor warrants that it will cooperate with the State in the course of performance of the contract so that both parties will be in compliance with HIPAA, including cooperation and coordination with state privacy officials and other compliance officers required by HIPAA and its regulations. The contractor will sign any documents that are reasonably necessary to keep the state and the contractor in compliance with HIPAA, including but not limited to business associate agreements.

E.9. E-Procurement Supplemental Category Management functionality - Overview & Commitment.

The Tennessee Central Procurement Office (CPO) is in the process of soliciting a third-party software solution that provides catalog management functionality. This software solution will be targeted to two audiences – other governmental bodies and state employees. It is anticipated that this software will improve the visibility and, ultimately, the adoption of State-wide contracts by other governmental bodies (cities, towns, counties, school corporations). This increased activity will subsequently increase the spend on State-wide contracts and enhance the State's position to leverage deeper discounts on commonly purchased products and services. Additionally, it is anticipated that Tennessee state employees will benefit from an improved end-user experience by accessing this vendor's software through a "master punch-out" and then pulling relevant information back into Edison, the State's Oracle PeopleSoft ERP Application system (version 8.9).

The successful vendor(s) to this RFP will be expected to participate in this initiative. The site will be a secure and credentials based website for all State QPA products and services. Hundreds of governmental bodies will have the ability to log on to the system to see what products and services are available to them through QPAs.

E.10. Lobbying. The Contractor certifies, to the best of their knowledge and belief, that:

- a. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- c. The Contractor shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.



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

- E.11. Prohibited Advertising. The Contractor shall not refer to this Contract or Contractor's relationship with the State hereunder in commercial advertising in such a manner as to state or imply that the Contractor's services are endorsed. It is expressly understood and agreed that the obligations set forth in this section shall survive the termination of this Contract in perpetuity.
- E.12. 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 vendor or its sub vendor by the State or acquired by the vendor or its sub vendor 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 vendor's or its sub vendor'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 vendor of this Contract; previously possessed by the vendor or its sub vendor without written obligations to the State to protect it; acquired by the vendor or its sub vendor without written restrictions against disclosure from a third party which, to the vendor's or its sub vendor's knowledge, is free to disclose the information; independently developed by the vendor or its sub vendor 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 the vendor or its sub vendor 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 vendor 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.13. Limitation of Liability. The parties agree that the total liability of the Contractor for breach of this Contract shall not exceed two (2) times the value of this Contract. The value of the contract shall be the total spend against the Contract by state agencies up to the time of the actions giving rise to the claim. The foregoing provision shall not limit the vendor's liability for intentional torts, criminal acts or fraudulent conduct.
- E.14. Debarment and Suspension. The Contractor certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:
- a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;
 - b. have not within a three (3) year period preceding this Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
 - c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and
 - d. have not within a three (3) year period preceding this Contract had one or more public transactions (federal, state, or local) terminated for cause or default.



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

- E.15. Unencumbered Personnel. All persons assigned by the Contractor to perform services for the State under this Contract, whether they are employees, agents, subcontractors, or principals of the Contractor, shall not be subject to any employment contract or restrictive covenant provisions which would preclude those persons for performing the same or similar services for the State after the termination of this Contract, either as a State employee, an independent supplier, or an employee, agent, subcontractor or principal of another supplier with the State. If the Contractor provides the State with the services of any person subject to a restrictive covenant or contractual provision in violation of this provision, any such restrictive covenant or contractual provision will be void and unenforceable, and the Contractor will pay the State and any person involved all of its expenses, including attorneys fees, caused by attempts to enforce such provisions.
- E.16. Contractor/Subcontractor Employees Contractor shall not utilize the services of (a) any individual in the performance of this Contract, who has been convicted of criminal activity involving fraud, embezzlement, hacking or any offense for which the statutory prison term for the criminal activity is in excess of one (1) year or (b) any foreign or domestic subcontractor having any individual(s) described in (a) above working in the performance of this Contract.
- E.17. Purchases by Local Government and Authorized Non-Profit Agencies (SWC)
The purpose of this RFP is to establish a source or sources of supply for all state agencies, local governmental agencies within the geographic limits of the State of Tennessee, and any corporation which is exempted from taxation under 26 U.S.C. Section 501(c)(3) as amended and which contracts with the Department of Mental Health and Mental Retardation to provide services to the public (T.C.A. 33-2-401). Purchases by local governmental agencies and authorized corporations are optional with those agencies and corporations and offers to sell to local governmental agencies are optional with the Respondent.
- E.18. Hourly Rate Charge
Regular time rate applies to: service provided during regular business hours as specified. Regular business hours are Monday through Friday, 8:00 am to 4:30 pm. excluding legal state holidays.
- E.19. Breach. A party shall be deemed to have breached the Contract if any of the following occurs:
- failure to perform in accordance with any term or provision of the Contract;
 - partial performance of any term or provision of the Contract;
 - any act prohibited or restricted by the Contract, or
 - violation of any warranty.

For purposes of this Contract, these items shall hereinafter be referred to as a "Breach."

- a. Contractor Breach— The State shall notify Contractor in writing of a Breach. (1)

In event of a Breach by Contractor, the State shall have available the remedy of Actual Damages and any other remedy available at law or equity.

- (2) Liquidated Damages— In the event of a Breach, the State may assess Liquidated Damages. The State shall notify the Contractor of amounts to be assessed as Liquidated Damages. The parties agree that due to the complicated nature of the Contractor's obligations under this Contract it would be difficult to specifically designate a monetary amount for a Breach by Contractor as said amounts are likely to be uncertain and not easily proven. Contractor hereby represents and covenants it has carefully



reviewed the Liquidated Damages contained in above referenced, Attachment A and agree that said amounts represent a reasonable relationship between the amount and what might reasonably be expected in the event of Breach, and are a reasonable estimate of the damages that would occur from a Breach. It is hereby agreed between the parties that the Liquidated Damages represent solely the damages and injuries sustained by the State in losing the benefit of the bargain with Contractor and do not include any injury or damage sustained by a third party. The Contractor agrees that the liquidated damage amount is in addition to any amounts Contractor may owe the State pursuant to the indemnity provision or other section of this Contract.

The State may continue to withhold the Liquidated Damages or a portion thereof until the Contractor cures the Breach, as outlined in Section E.5.a.(3) below, or the State terminates the Contract. The State is not obligated to assess Liquidated Damages before availing itself of any other remedy. The State may choose to discontinue Liquidated Damages and avail itself of any other remedy available under this Contract or at law or equity.

- (3) Partial Default—In the event of a Breach, the State may declare a Partial Default. In such case, the State shall provide the Contractor written notice of: (1) the date which Contractor shall terminate providing the service associated with the Breach; and (2) the date the State will begin to provide the service associated with the Breach. Notwithstanding the foregoing, the State may revise the time periods contained in the notice written to the Contractor.

In the event the State declares a Partial Default, the State may withhold, together with any other damages associated with the Breach, from the amounts due the Contractor the greater of: (1) amounts which would be paid the Contractor to provide the defaulted service; or (2) the cost to the State of providing the defaulted service, whether said service is provided by the State or a third party. To determine the amount the Contractor is being paid for any particular service, the Department shall be entitled to receive within five (5) days any requested material from Contractor. The State shall make the final and binding determination of said amount.

Upon Partial Default, 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. Contractor agrees to cooperate fully with the State in the event a Partial Default is taken.

- (4) Opportunity to Cure—
- (a) The Contractor shall have the opportunity to cure a breach of contract resulting in failure to perform. The request for a cure period must be submitted in writing within three business days of Contractor being notified of, or becoming aware of, a failure to perform the services as outlined within this Contract.
 - (b) The cure period granted under subsection (a) shall not exceed fifteen (15) business days. The Contractor may submit a written request for a cure period longer than fifteen (15) days, setting forth the reasons for such request.
 - (c) This opportunity to cure shall not be available in circumstances in



which the Contractor intentionally withholds its services or otherwise refuses to perform. The State will not consider a request to cure contract performance where there have been repeated problems with respect to identical or similar issues, if a cure period would unreasonably delay completion of the Contract, or if State operations dependent on the Contract would be adversely impacted.

- (5) **Contract Termination**— In the event of a Breach, the State may terminate the Contract immediately or in stages. The Contractor shall be notified of the termination in writing by the State. Said notice shall hereinafter be referred to as Termination Notice. The Termination Notice may specify either that the termination is to be effective immediately, on a date certain in the future, or that the Contractor shall cease operations under this Contract in stages. In the event of a termination, the State may withhold any amounts which may be due Contractor without waiver of any other remedy or damages available to the State at law or at equity. The Contractor shall be liable to the State for any and all damages incurred by the State and any and all expenses incurred by the State which exceed the amount the State would have paid Contractor under this Contract. Contractor agrees to cooperate with the State in the event of a Contract Termination or Partial Takeover.
- b. **State Breach**— In the event of a Breach of Contract by the State, the Contractor shall notify the State in writing within 30 days of any Breach of Contract by the State. Said notice shall contain a description of the Breach. Failure by the Contractor to provide said written notice shall operate as an absolute waiver by the Contractor of the State's Breach. In no event shall any Breach on the part of the State excuse the Contractor from full performance under this Contract. In the event of Breach by the State, the Contractor may avail itself of any remedy at law in the forum with appropriate jurisdiction; provided, however, failure by the Contractor to give the State written notice and opportunity to cure as described herein operates as a waiver of the State's Breach. Failure by the Contractor to file a claim before the appropriate forum in Tennessee with jurisdiction to hear such claim within one (1) year of the written notice of Breach shall operate as a waiver of said claim in its entirety. It is agreed by the parties this provision establishes a contractual period of limitations for any claim brought by the Contractor.
- E.20. **Incorporation of Additional Documents**. Each of the following documents is included as a part of this Contract by reference. In the event of a discrepancy or ambiguity regarding the Contractor's duties, responsibilities, and performance under this Contract, these items shall govern in order of precedence below:
- a. this Contract document with any attachments or exhibits (excluding the items listed at subsections b. through e., below);
 - b. any clarifications of or addenda to the Contractor's proposal seeking this Contract;
 - c. the State solicitation, as may be amended, requesting proposals in competition for this Contract;
 - d. any technical specifications provided to proposers during the procurement process to award this Contract;
 - e. the Contractor's proposal seeking this Contract.



- E.21. Server Data. The State shall retain ownership of the data on the contractor's server. The State shall not incur any additional costs associated with such ownership. The State shall have the right to import the data into its business intelligence tool as the State deems necessary.
- E.22. Tennessee Department of Revenue Registration. The Contractor shall be registered with the Department of Revenue for the collection of Tennessee sales and use tax. This registration requirement is a material requirement of this Contract.
- E.23. The parties acknowledge that persons assigned by Contractor to perform services for the State will not become employees of the State, but rather, shall remain under the management and control of the Contractor. The Contractor will be responsible for any duties required of employers under State and Federal law with respect to such persons.

IN WITNESS WHEREOF,

GUIDESOFT INC., d/b/a KNOWLEDGE SERVICES

[Handwritten Signature] 8/19/13
CONTRACTOR SIGNATURE DATE

Valianna M. Bielawski, CEO
PRINTED NAME AND TITLE OF CONTRACTOR SIGNATORY (above)

DEPARTMENT OF GENERAL SERVICES, CENTRAL PROCUREMENT OFFICE:

Michael F. Perry (PD) 8/20/13
Michael F. Perry, Chief Procurement Officer DATE



ATTESTATION RE PERSONNEL USED IN CONTRACT PERFORMANCE

SUBJECT CONTRACT NUMBER:	SWC 387 RFP 32101-10131
CONTRACTOR LEGAL ENTITY NAME:	GuideSoft, Inc. dba Knowledge services
FEDERAL EMPLOYER IDENTIFICATION NUMBER: (or Social Security Number)	26-1934449

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.

[Handwritten Signature]

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.

Julianna M. Bielawski, CEO

PRINTED NAME AND TITLE OF SIGNATORY

8/19/13

DATE OF ATTESTATION



**AMENDMENT ONE
OF STATEWIDE CONTRACT #387
EDISON CONTRACT # 37896**

This Amendment is made and entered by and between the State of Tennessee, Department of General Services, Central Procurement Office, hereinafter referred to as the "State" and Guidesoft d/b/a Knowledge Services, 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 Attachments 2 and 3 are deleted in their entirety and replaced with the new Attachment 2 attached hereto.

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 March 01, 2014. All other terms and conditions of this Contract not expressly amended herein shall remain in full force and effect.

IN WITNESS WHEREOF,

Guidesoft d/b/a Knowledge Services:

[Handwritten Signature] 3/4/14
SIGNATURE DATE

Juliana M. Bielawski, CEO
PRINTED NAME AND TITLE OF SIGNATORY (above)

Central Procurement Office

State of Tennessee, Department of General Services:

[Handwritten Signature] 3/5/14
Michael F. Perry, Chief Procurement Officer DATE



Job Categories and Job Classifications

- VMS Integration Requirement:** The State requires that the proposed VMS integrate with Oracle/PeopleSoft allowing approved work requests to auto generate requisitions.

IT Requirements for MSP Contractor:

Vendors/service providers will be asked to discuss their abilities/experiences/capabilities in integrating their ordering systems with the State's use of Oracle PeopleSoft (sPro) Services Procurement Module. A module description and process flow is provided below.

PeopleSoft Services Procurement module

Oracle's PeopleSoft Enterprise Services Procurement is the application that enables complete control and oversight for services spending. PeopleSoft Services Procurement allows customers to effectively manage the entire procurement process from request through settlement for all types of services, including deliverable-based services-all while applying service agreement terms and providing visibility into services spend. Automating and tracking services requisitioning is essential to streamlining procurement processes and reducing spend on services.

Oracle Product Description

PeopleSoft Services Procurement Module provides these business processes:

- Fulfillment facilitates the procurement process and provides the ability to capture role and skill specific requisitions, source the requisition to sub vendors in the supplier network, and qualify and hire service providers.
- Administration enables management of the ongoing work process by providing project and activity definition and enabling service providers to log project time and status information.
- Settlement extends services administration by providing a self-invoicing ability and creating invoices based on approved timesheets and progress logs.
- Analytics runs interactive reports against a data mart. The reports analyze sub vendor information to help manage your services spend.

- Adding or Deleting Job Categories and Job Classifications:** The State may, at its sole discretion and with written notice to the Contractor, request changes (either additions or deletions) to the job categories and associated information (job qualifications, price, etc.) ("Job Changes") that are necessary but were unspecified in this Contract Attachment 2. Such Job Changes will be executed without a formal Contract Amendment upon the documented mutual agreement by the Contract Parties, as follows:
 - Memorandum of Understanding ("MOU")** — After receipt of a written request from the State, the Contractor shall respond to the State, within a maximum of ten (10) business days, with a written proposal for the Job Changes. The proposal must specify:
 - (1) the effect, if any, of implementing the requested change(s) on all other services required under this Contract;
 - (2) the expected effective date for the Job Change(s);
 - (3) the do not exceed rate for the new job title; and,
 - (4) any other associated information.
 - The State shall determine if the rate(s) included in the proposal are competitive. The State may, at its sole discretion, elect to negotiate by requesting a revised proposal.

The Contractor shall not perform any additional service until the State has approved the proposal. If approved, the State will sign the proposal, and it shall constitute a MOU between the Contract Parties pertaining to the specified change(s) and shall be incorporated, hereby, as a part of this Contract.



3. Job Categories and Job Classifications: The State requires the following job categories with the associated job qualifications, as listed below:

MSP VENDOR PRICING MASTER TEMPLATE

Primary Positions:

Agency Category	Job Code	Job Title or Skill Category	UOM	Knowledge Services Rate
IT	02792N	System Administrator	HR	\$ 40.02
IT	07554G	Data Entry Support 1	HR	\$ 12.91
IT	07554P	Enterprise Content Management (EMC) Capture Administrator	HR	\$ 40.36
IT	07554O	Enterprise Content Management (EMC) System Administrator	HR	\$ 53.62
IT	02792E	Programmer Analyst I (Database & Distributed Technologies)	HR	\$ 37.27
IT	07554N	Enterprise Content Management (EMC) Business Analyst	HR	\$ 61.01
IT	02792Q	WAN Project Manager	HR	\$ 44.59
IT	07554K	Enterprise Content Management (EMC) Architect	HR	\$ 77.33
IT	07554L	Enterprise Content Management (EMC) Programmer Analyst	HR	\$ 63.98
IT	07554M	Enterprise Content Management (EMC) Project Manager	HR	\$ 66.18
IT	07554C	Advanced UNIX System Programmer	HR	\$ 43.90
IT	07554H	Data Entry Support II	HR	\$ 16.93
IT	07554J	Enterprise Architecture Research and Development Analyst/Architect	HR	\$ 60.84
IT	27134	Web Designer	HR	\$ 31.21
IT	02792C	Network Specialist I	HR	\$ 26.16
IT	02792O	Systems Analyst	HR	\$ 34.86
IT	07554I	Desktop Support	HR	\$ 24.84
IT	02792D	Network Specialist II	HR	\$ 36.20
IT	02792I	Senior Enterprise Systems Designer	HR	\$ 71.70
IT	02792P	Systems/Applications Architect	HR	\$ 66.01
IT	27058	Help Desk Representative	HR	\$ 17.55
IT	02792J	Solutions Architect	HR	\$ 75.80
IT	02792F	Programmer Analyst II (Database & Distributed Technologies)	HR	\$ 40.82
IT	07554D	Business Analyst 1	HR	\$ 30.20
IT	02792B	Network Security Specialist II	HR	\$ 45.95



Agency Category	Job Code	Job Title or Skill Category	UOM	Known Services Rate
IT	02792L	Student 2nd Semester Coop	HR	\$ 10.75
IT	27038	Data Administrator/Database Administrator	HR	\$ 44.75
IT	07554E	Business Analyst II	HR	\$ 35.50
IT	07554B	Advanced Programmer Analyst (Mainframe)	HR	\$ 28.84
IT	02792K	Student 1st Semester Coop	HR	\$ 9.75
IT	02792M	Student 3rd Semester Coop	HR	\$ 11.75
IT	02792H	Project Manager	HR	\$ 52.39
IT	07554F	Business Analyst III	HR	\$ 44.69
IT	02792G	Programmer Analyst III (Database & Distributed Technologies)	HR	\$ 44.14
Medical	9352	Patient Accounts Specialist 2	EA	\$ 16.31
Medical	44593	Licensed Practical Nurse 3	HR	\$ 19.64
Medical	72690	Psychiatric Nurse	HR	\$ 29.64
Medical	72774	Registered Nurse 4	HR	\$ 26.84
Medical	79662	Psychiatric Social Worker 2	HR	\$ 33.38
Medical	72591	Physician-Psychiatrist	HR	\$ 83.05
Medical	78887	Psychologist	HR	\$ 61.03
Medical	72701	Speech & Language Pathologist	HR	\$ 39.52
Gen. Admin.	26998	Court Reporter	HR	\$ 25.07
Gen. Admin.	75241	Accountant 1	HR	\$ 23.34
Gen. Admin.	9830	Account Clerk	HR	\$ 10.50
Gen. Admin.	07270J	Interpreter, Foreign Languages – All other languages, Telephonic	MJ(Minute)	\$ 0.50
Gen. Admin.	07270A	Interpreter, Foreign Language - Spanish, In Person	Word	\$ 0.15
Gen. Admin.	79442	Attorney 2	HR	\$ 44.18
Gen. Admin.	2961	Medical Transcriber 1	Line	\$ 0.09

Additional Positions

Agency Category	Job Code	Job Title or Skill Category	UOM	Knowledge Services Rate
Add'l IT	07554A	Advanced Network Administrator	HR	\$ 27.89
Add'l IT	75541	Computer Operations Manager 1	HR	\$ 36.40
Add'l IT	75542	Computer Operations Manager 2	HR	\$ 39.42
Add'l IT	75543	Computer Operations Manager 3	HR	\$ 42.39
Add'l IT	75544	Computer Operations Manager 4	HR	\$ 45.26
Add'l IT	2711	Computer Operator 1	HR	\$ 21.84
Add'l IT	2743	Computer Ops Supervisor	HR	\$ 33.09
Add'l IT	75506	Database Administrator 2	HR	\$ 32.05
Add'l IT	75507	Database Administrator 3	HR	\$ 35.24



Agency Category	Job Code	Job Title or Skill Category	UOM	Knowledge Services Rate
Add'tl IT	75508	Database Administrator 4	HR	\$ 39.89
Add'tl IT	2712	Mainframe Computer Operator 2	HR	\$ 18.74
Add'tl IT	2713	Mainframe Computer Operator 3	HR	\$ 20.49
Add'tl IT	2791	Mainframe Computer Technician 1	HR	\$ 21.03
Add'tl IT	2792	Mainframe Computer Technician 2	HR	\$ 23.14
Add'tl IT	02792A	Network Security Specialist I	HR	\$ 40.78
Add'tl IT	75516	Network Tech Specialist 1	HR	\$ 20.48
Add'tl IT	77517	Network Tech Specialist 2	HR	\$ 22.01
Add'tl IT	77518	Network Tech Specialist 3	HR	\$ 23.89
Add'tl IT	77519	Network Tech Specialist 4	HR	\$ 24.99
Add'tl IT	75522	Programmer/Analyst 2	HR	\$ 33.48
Add'tl IT	75523	Programmer/Analyst 3	HR	\$ 36.83
Add'tl IT	75524	Programmer/Analyst 4	HR	\$ 39.48
Add'tl IT	75525	Programmer/Analyst Supervisor	HR	\$ 42.20
Add'tl IT	75511	Systems Programmer 1	HR	\$ 32.25
Add'tl IT	75512	Systems Programmer 2	HR	\$ 35.48
Add'tl IT	75513	Systems Programmer 3	HR	\$ 38.80
Add'tl IT	75514	Systems Programmer 4	HR	\$ 42.01
Add'tl IT	02792R	Web Based Training (WBT) Developer	HR	\$ 32.48
Add'tl IT	75538	Website Developer 1	HR	\$ 30.36
Add'tl IT	75539	Website Developer 2	HR	\$ 34.15
Add'tl Med	72907	Health Physicist 1	HR	\$ 34.77
Add'tl Med	72909	Health Physicist 3	HR	\$ 51.55
Add'tl Med	72913	Health Physicist Consultant	HR	\$ 59.45
Add'tl Med	72914	Health Physicist Program Mgr 1	HR	\$ 60.79
Add'tl Med	72915	Health Physicist Program Mgr 2	HR	\$ 63.18
Add'tl Med	72916	Health Physicist Program Mgr 3	HR	\$ 65.31
Add'tl Med	72910	Health Physicist Supervisor 1	HR	\$ 66.05
Add'tl Med	72911	Health Physicist Supervisor 2	HR	\$ 70.07
Add'tl Med	72431	Pharmacist 1	HR	\$ 46.05
Add'tl Med	72432	Pharmacist 2	HR	\$ 50.81
Add'tl Med	72590	Physician	HR	\$ 62.45
Add'tl Med	72740	Physician Assistant	HR	\$ 42.22
Add'tl Med	72593	Physician-Development Center Medical Director	HR	\$ 127.20
Add'tl Med	72597	Physician Internal Medicine	HR	\$ 98.66
Add'tl Med	98641	Dental Assistant 1	HR	\$ 16.87
Add'tl Med	98642	Dental Assistant 2	HR	\$ 18.25
Add'tl Med	77332	Dietitian	HR	\$ 25.88
Add'tl Med	77333	Dietitian Supervisor	HR	\$ 29.20
Add'tl Med	42240	Dietitian's Assistant	HR	\$ 15.98



Agency Category	Job Code	Job Title or Skill Category	UOM	Knowledge Services Rate
Add'tl Med	98111	Laboratory Aide	HR	\$ 14.35
Add'tl Med	77893	Laboratory Supervisor 1	HR	\$ 47.48
Add'tl Med	77894	Laboratory Supervisor 1 (Cert)	HR	\$ 55.20
Add'tl Med	77895	Laboratory Supervisor 2 (Cert)	HR	\$ 59.95
Add'tl Med	98121	Laboratory Technician 1	HR	\$ 17.98
Add'tl Med	98122	Laboratory Technician 2	HR	\$ 20.02
Add'tl Med	98150	Medical Laboratory Technician	HR	\$ 20.52
Add'tl Med	2540	Medical Records Assistant	HR	\$ 18.01
Add'tl Med	2621	Medical Records Technician 1	HR	\$ 21.75
Add'tl Med	77811	Medical Technologist 1	HR	\$ 26.75
Add'tl Med	77812	Medical Technologist 2	HR	\$ 28.98
Add'tl Med	77831	Medical Technologist Cons 1	HR	\$ 31.20
Add'tl Med	77832	Medical Technologist Cons 2	HR	\$ 33.22
Add'tl Med	72231	MH Program Specialist 1	HR	\$ 38.86
Add'tl Med	72232	MH Program Specialist 2	HR	\$ 43.26
Add'tl Med	72233	MH Program Specialist 3	HR	\$ 46.73
Add'tl Med	77380	Nutrition Educator	HR	\$ 19.25
Add'tl Med	77381	Nutritionist 1	HR	\$ 22.54
Add'tl Med	77382	Nutritionist 2	HR	\$ 25.24
Add'tl Med	77383	Nutritionist 3	HR	\$ 27.24
Add'tl Med	77384	Nutritionist 4	HR	\$ 29.53
Add'tl Med	72671	OCC Therapist	HR	\$ 36.02
Add'tl Med	44551	OCC Therapy Assistant (Cert)	HR	\$ 23.23
Add'tl Med	44550	OCC Therapy Technician	HR	\$ 15.45
Add'tl Med	9351	Patient Accounts Specialist 1	HR	\$ 11.82
Add'tl Med	9353	Patient Accounts Specialist 3	HR	\$ 13.82
Add'tl Med	98611	Pharmacy Technician	HR	\$ 14.99
Add'tl Med	72681	Physical Therapist	HR	\$ 30.01
Add'tl Med	44561	Physical Therapy Assistant (Cert)	HR	\$ 23.58
Add'tl Med	72682	Physical Therapy Director	HR	\$ 53.45
Add'tl Med	44560	Physical Therapy Technician	HR	\$ 21.17
Add'tl Med	2360	Public Health Office Assistant	HR	\$ 18.41
Add'tl Med	2361	Public Health Office Supervisor 1	HR	\$ 25.78
Add'tl Med	2362	Public Health Office Supervisor 2	HR	\$ 28.92
Add'tl Med	2363	Public Health Office Supervisor 3	HR	\$ 30.94
Add'tl Med	72851	Public Health Representative 1	HR	\$ 25.62
Add'tl Med	72852	Public Health Representative 2	HR	\$ 28.62
Add'tl Med	72853	Public Health Representative 3	HR	\$ 31.59
Add'tl Med	72854	Public Health Representative 4	HR	\$ 35.04
Add'tl Med	6835	Rehab Assistant	HR	\$ 18.83



Agency Category	Job Code	Job Title or Skill Category	UOM	Knowledge Services Rate
Add'tl Med	71984	Rehab Assistant Supervisor	HR	\$ 33.24
Add'tl Med	79922	Rehab Behavioral Instructor 2	HR	\$ 23.06
Add'tl Med	71920	Rehab Instructor	HR	\$ 29.56
Add'tl Med	71925	Rehab Instructor-Blind	HR	\$ 30.56
Add'tl Med	72641	Rehab Therapist	HR	\$ 31.25
Add'tl Med	72642	Rehab Therapist Supervisor	HR	\$ 35.89
Add'tl Med	71961	Rehab Training Center Manager	HR	\$ 43.25
Add'tl Med	98661	X-Ray Technician 1	HR	\$ 22.87
Add'tl Med	98662	X-Ray Technician 2	HR	\$ 24.53
Add'tl Med	98662	X-Ray Technician 3	HR	\$ 27.21
Add'tl Med	44591	Licensed Practical Nurse 1	HR	\$ 15.49
Add'tl Med	44592	Licensed Practical Nurse 2	HR	\$ 16.54
Add'tl Med	72786	Nurse Practitioner	HR	\$ 58.14
Add'tl Med	44511	Nurse's Assistant 1	HR	\$ 14.04
Add'tl Med	44512	Nurse's Assistant 2	HR	\$ 15.98
Add'tl Med	72718	OIG Nurse Consultant 1	HR	\$ 36.90
Add'tl Med	72719	OIG Nurse Consultant 2	HR	\$ 41.21
Add'tl Med	72720	OIG Nurse Consultant Manager	HR	\$ 45.44
Add'tl Med	72711	Public Health Nursing Con 1	HR	\$ 35.64
Add'tl Med	72712	Public Health Nursing Con 2	HR	\$ 38.22
Add'tl Med	72771	Registered Nurse 1	HR	\$ 18.53
Add'tl Med	72772	Registered Nurse 2	HR	\$ 18.63
Add'tl Med	72773	Registered Nurse 3	HR	\$ 23.75
Add'tl Med	72775	Registered Nurse 5	HR	\$ 27.92
Add'tl Med	72787	Registered Nurse Expand Skills	HR	\$ 54.85
Add'tl Med	44253	Lead Psych Technician	HR	\$ 18.69
Add'tl Med	72592	Physician-Psych Institute Clin D	HR	\$ 98.68
Add'tl Med	72599	Physician-Specialty	HR	\$ 64.95
Add'tl Med	73693	Psychiatric Hospital Administrator	HR	\$ 59.71
Add'tl Med	73694	Psychiatric Hospital Assistant Supt	HR	\$ 78.19
Add'tl Med	79661	Psychiatric Social Worker 1	HR	\$ 18.72
Add'tl Med	71571	Psychiatric Teacher Counselor	HR	\$ 24.72
Add'tl Med	71572	Psychiatric Teacher Counselor Supv	HR	\$ 27.12
Add'tl Med	44252	Psychiatric Technician	HR	\$ 16.47
Add'tl Med	78853	Psychological Assistant (Cert)	HR	\$ 30.83
Add'tl Med	78851	Psychological Examiner 1	HR	\$ 33.45
Add'tl Med	78852	Psychological Examiner 2	HR	\$ 36.01
Add'tl Gen. Admin.	02699A	Certified Shorthand Reporter	HR	\$ 25.07
Add'tl Gen. Admin.	02699B	Certified Verbatim Reporter	HR	\$ 25.07
Add'tl Gen. Admin.	02699C	Registered Diplomate Reporter	HR	\$ 24.42



Agency Category	Job Code	Job Title or Skill Category	UOM	Knowledge Services Rate
Add'tl Gen. Admin.	02699D	Registered Merit Reporter	HR	\$ 24.42
Add'tl Gen. Admin.	02699E	Registered Professional Reporter	HR	\$ 24.42
Add'tl Gen. Admin.	75242	Accountant 2	HR	\$ 25.92
Add'tl Gen. Admin.	75243	Accountant 3	HR	\$ 26.98
Add'tl Gen. Admin.	75218	Accountant-Cost	HR	\$ 28.75
Add'tl Gen. Admin.	75244	Accounting Manager	HR	\$ 42.02
Add'tl Gen. Admin.	9831	Accounting Technician 1	HR	\$ 17.94
Add'tl Gen. Admin.	9832	Accounting Technician 2	HR	\$ 20.57
Add'tl Gen. Admin.	73310	Analyst 1	HR	\$ 27.35
Add'tl Gen. Admin.	79194	Financial Aid Compliance Coordinator	HR	\$ 26.16
Add'tl Gen. Admin.	79192	Financial Aid Program Specialist	HR	\$ 23.14
Add'tl Gen. Admin.	75941	Statistical Analyst 1	HR	\$ 28.99
Add'tl Gen. Admin.	75942	Statistical Analyst 2	HR	\$ 30.36
Add'tl Gen. Admin.	75943	Statistical Analyst 3	HR	\$ 31.73
Add'tl Gen. Admin.	75944	Statistical Analyst 4	HR	\$ 33.07
Add'tl Gen. Admin.	75945	Statistical Analyst Supervisor	HR	\$ 36.82
Add'tl Gen. Admin.	2520	Statistical Clerk	HR	\$ 14.74
Add'tl Gen. Admin.	75946	Statistical Programmer Specialist 1	HR	\$ 30.36
Add'tl Gen. Admin.	75947	Statistical Programmer Specialist 2	HR	\$ 33.07
Add'tl Gen. Admin.	75948	Statistical Research Specialist	HR	\$ 33.94
Add'tl Gen. Admin.	75921	Statistician 1	HR	\$ 15.32
Add'tl Gen. Admin.	75922	Statistician 2	HR	\$ 16.94
Add'tl Gen. Admin.	75923	Statistician 3	HR	\$ 18.44
Add'tl Gen. Admin.	73121	Administrative Assistant 1	HR	\$ 17.55
Add'tl Gen. Admin.	73122	Administrative Assistant 2	HR	\$ 19.25
Add'tl Gen. Admin.	73123	Administrative Assistant 3	HR	\$ 20.89
Add'tl Gen. Admin.	2943	Administrative Secretary	HR	\$ 14.90
Add'tl Gen. Admin.	73161	Administrative Services Assistant 1	HR	\$ 21.23
Add'tl Gen. Admin.	73162	Administrative Services Assistant 2	HR	\$ 22.23
Add'tl Gen. Admin.	73163	Administrative Services Assistant 3	HR	\$ 23.22
Add'tl Gen. Admin.	73166	Administrative Services Assistant 4	HR	\$ 24.17
Add'tl Gen. Admin.	73164	Administrative Services Assistant 5	HR	\$ 25.96
Add'tl Gen. Admin.	73660	Administrative Services Assistant Supt	HR	\$ 30.97
Add'tl Gen. Admin.	73165	Administrative Services Manager	HR	\$ 33.11
Add'tl Gen. Admin.	62541	Bindery Worker 1	HR	\$ 14.77
Add'tl Gen. Admin.	62542	Bindery Worker 2	HR	\$ 16.24
Add'tl Gen. Admin.	62951	Building Maintenance Worker 1	HR	\$ 17.87
Add'tl Gen. Admin.	62952	Building Maintenance Worker 2	HR	\$ 19.69
Add'tl Gen. Admin.	62953	Building Maintenance Worker 3	HR	\$ 21.41
Add'tl Gen. Admin.	2531	Clerk 1	HR	\$ 11.28



Agency Category	Job Code	Job Title or Skill Category	UOM	Knowledge Services Rate
Add'tl Gen. Admin.	2532	Clerk 2	HR	\$ 12.65
Add'tl Gen. Admin.	2533	Clerk 3	HR	\$ 13.86
Add'tl Gen. Admin.	62221	Custodial Worker 1	HR	\$ 10.32
Add'tl Gen. Admin.	62222	Custodial Worker 2	HR	\$ 10.99
Add'tl Gen. Admin.	62223	Custodial Worker Supv 1	HR	\$ 12.23
Add'tl Gen. Admin.	62224	Custodial Worker Supv 2	HR	\$ 13.20
Add'tl Gen. Admin.	2762	Data Entry Operator	HR	\$ 11.57
Add'tl Gen. Admin.	2764	Data Entry Ops Supervisor 1	HR	\$ 16.84
Add'tl Gen. Admin.	2765	Data Entry Ops Supervisor 2	HR	\$ 18.37
Add'tl Gen. Admin.	73525	DCS Security Manager (Youth Development Centers)	HR	\$ 35.93
Add'tl Gen. Admin.	62851	Equipment Mechanic 1	HR	\$ 22.62
Add'tl Gen. Admin.	62852	Equipment Mechanic 2	HR	\$ 24.24
Add'tl Gen. Admin.	64540	Equipment Operator	HR	\$ 22.73
Add'tl Gen. Admin.	64541	Equipment Operator Supervisor	HR	\$ 24.30
Add'tl Gen. Admin.	62850	Equipment Service Worker	HR	\$ 21.80
Add'tl Gen. Admin.	62241	Grounds Worker 1	HR	\$ 11.24
Add'tl Gen. Admin.	62242	Grounds Worker 2	HR	\$ 12.62
Add'tl Gen. Admin.	62243	Grounds Worker 3	HR	\$ 13.91
Add'tl Gen. Admin.	42861	Housekeeper 1	HR	\$ 12.58
Add'tl Gen. Admin.	42862	Housekeeper 2	HR	\$ 13.90
Add'tl Gen. Admin.	6362	HR Administrative Technician 2	HR	\$ 17.94
Add'tl Gen. Admin.	6363	HR Administrative Technician 3	HR	\$ 19.52
Add'tl Gen. Admin.	73738	HR Administrative Technician Supervisor	HR	\$ 21.14
Add'tl Gen. Admin.	73711	HR Analyst 1	HR	\$ 25.78
Add'tl Gen. Admin.	73712	HR Analyst 2	HR	\$ 26.71
Add'tl Gen. Admin.	73713	HR Analyst 3	HR	\$ 27.66
Add'tl Gen. Admin.	73725	HR Examinations Analyst 1	HR	\$ 25.12
Add'tl Gen. Admin.	73726	HR Examinations Analyst 2	HR	\$ 27.10
Add'tl Gen. Admin.	73727	HR Examinations Analyst 3	HR	\$ 29.03
Add'tl Gen. Admin.	73730	HR Examinations Specialist 1	HR	\$ 24.65
Add'tl Gen. Admin.	73736	HR Examinations Specialist 2	HR	\$ 26.47
Add'tl Gen. Admin.	73731	HR Examinations Specialist 3	HR	\$ 27.37
Add'tl Gen. Admin.	73737	HR Examinations Specialist 4	HR	\$ 29.10
Add'tl Gen. Admin.	62971	HWY Maintenance Worker 1	HR	\$ 18.22
Add'tl Gen. Admin.	62972	HWY Maintenance Worker 2	HR	\$ 20.00
Add'tl Gen. Admin.	62973	HWY Maintenance Worker 3	HR	\$ 21.72
Add'tl Gen. Admin.	62915	Laborer	HR	\$ 16.02
Add'tl Gen. Admin.	2763	Lead Data Entry Operator	HR	\$ 12.92
Add'tl Gen. Admin.	6170	MH Transportation Speciallst	HR	\$ 17.24
Add'tl Gen. Admin.	64550	OFD Project Manager	HR	\$ 26.50



Agency Category	Job Code	Job Title or Skill Category	UOM	Knowledge Services Rate
Add'tl Gen. Admin.	2681	Office Supervisor 1	HR	\$ 25.36
Add'tl Gen. Admin.	2682	Office Supervisor 2	HR	\$ 26.89
Add'tl Gen. Admin.	2683	Office Supervisor 3	HR	\$ 28.21
Add'tl Gen. Admin.	62561	Offset Press Operator 1	HR	\$ 16.32
Add'tl Gen. Admin.	62562	Offset Press Operator 2	HR	\$ 17.87
Add'tl Gen. Admin.	2570	Printing Estimator	HR	\$ 23.99
Add'tl Gen. Admin.	2591	Printing Order Clerk	HR	\$ 15.85
Add'tl Gen. Admin.	93872	Printing Pre-Press Supv 2	HR	\$ 26.56
Add'tl Gen. Admin.	2592	Printing Scheduler	HR	\$ 25.86
Add'tl Gen. Admin.	62584	Printing Services Administrator Manager	HR	\$ 30.37
Add'tl Gen. Admin.	62583	Printing Service Prod Manager	HR	\$ 31.03
Add'tl Gen. Admin.	62565	Printing Services Supervisor	HR	\$ 26.63
Add'tl Gen. Admin.	62563	Printing Services Supervisor 1	HR	\$ 26.63
Add'tl Gen. Admin.	62564	Printing Services Supervisor 2	HR	\$ 28.25
Add'tl Gen. Admin.	7541	Procurement Officer 1	HR	\$ 35.83
Add'tl Gen. Admin.	7542	Procurement Officer 2	HR	\$ 39.16
Add'tl Gen. Admin.	2942	Secretary	HR	\$ 13.13
Add'tl Gen. Admin.	2981	Secretary-Executive 1	HR	\$ 22.06
Add'tl Gen. Admin.	2982	Secretary-Executive 2	HR	\$ 24.62
Add'tl Gen. Admin.	45331A	Security Guard, Armed 1	HR	\$ 16.21
Add'tl Gen. Admin.	45332B	Security Guard, Armed 2	HR	\$ 17.22
Add'tl Gen. Admin.	45331C	Security Guard, Unarmed 1	HR	\$ 12.59
Add'tl Gen. Admin.	45332D	Security Guard, Unarmed 2	HR	\$ 13.74
Add'tl Gen. Admin.	7841	Storekeeper 1	HR	\$ 13.85
Add'tl Gen. Admin.	7842	Storekeeper 2	HR	\$ 15.08
Add'tl Gen. Admin.	7840	Stores Clerk	HR	\$ 12.51
Add'tl Gen. Admin.	73771	Training Officer 1	HR	\$ 25.35
Add'tl Gen. Admin.	73772	Training Officer 2	HR	\$ 26.67
Add'tl Gen. Admin.	73770	Training Specialist 2	HR	\$ 23.43
Add'tl Gen. Admin.	97481	Transportation Aide 1	HR	\$ 23.78
Add'tl Gen. Admin.	97482	Transportation Aide 2	HR	\$ 25.71
Add'tl Gen. Admin.	97431	Transportation Assistant 1	HR	\$ 15.08
Add'tl Gen. Admin.	97432	Transportation Assistant 2	HR	\$ 16.97
Add'tl Gen. Admin.	76786	Transportation Specialist 1	HR	\$ 29.17
Add'tl Gen. Admin.	76787	Transportation Specialist 2	HR	\$ 30.59
Add'tl Gen. Admin.	97433	Transportation Technician 1	HR	\$ 22.99
Add'tl Gen. Admin.	76211	Transportation Technician 2	HR	\$ 25.07
Add'tl Gen. Admin.	76212	Transportation Technician 3	HR	\$ 27.00
Add'tl Gen. Admin.	64510	Vehicle Operator	HR	\$ 13.59
Add'tl Gen. Admin.	62920	Warehouse Worker	HR	\$ 10.85



Agency Category	Job Code	Job Title or Skill Category	UOM	Knowledge Services Rate
Add'tl Gen. Admin.	2910	Word Processing Operator 1	HR	\$ 14.32
Add'tl Gen. Admin.	2911	Word Processing Operator 2	HR	\$ 16.07
Add'tl Gen. Admin.	07270B	Interpreter, Foreign Language - Spanish, Telephonic	MJ(Minute)	\$ 0.74
Add'tl Gen. Admin.	07270C	Interpreter, Foreign Languages – French, German, Italian, Portuguese, Romanian, Albanian, Bosnian or Croatian, In Person	WORD	\$ 0.17
Add'tl Gen. Admin.	07270D	Interpreter, Foreign Languages – French, German, Italian, Portuguese, Romanian, Albanian, Bosnian or Croatian, Telephonic	MJ(Minute)	\$ 1.08
Add'tl Gen. Admin.	07270E	Interpreter, Foreign Languages – Arabic, Chinese, Japanese, Korean, Turkish, Ampharic, Dari, Farsi, Gujarati, Haitian-Creole, Hindi, Kurdish, Laotian, Russian, Somali, Tagalong, Thai, Ukranian, Vietnamese, Khmer (Cambodian), or Punjabi (or other languages using characters), In Person	WORD	\$ 0.17
Add'tl Gen. Admin.	07270F	Interpreter, Foreign Languages – Arabic, Chinese, Japanese, Korean, Turkish, Ampharic, Dari, Farsi, Gujarati, Haitian-Creole, Hindi, Kurdish, Laotian, Russian, Somali, Tagalong, Thai, Ukranian, Vietnamese, Khmer (Cambodian), or Punjabi (or other languages using characters), Telephonic	MJ(Minute)	\$ 1.08
Add'tl Gen. Admin.	07270G	Interpreter, Foreign Languages – Lingali, Swahili, Oromo, Tigrinya or Wolof, In Person	WORD	\$ 0.17
Add'tl Gen. Admin.	07270H	Interpreter, Foreign Languages – Lingali, Swahili, Oromo, Tigrinya or Wolof, Telephonic	MJ(Minute)	\$ 1.08
Add'tl Gen. Admin.	07270I	Interpreter, Foreign Languages – All other languages, In Person	WORD	\$ 0.17
Add'tl Gen. Admin.	07270K	Interpreter, Sign Language	HR	\$ 23.99
Add'tl Gen. Admin.	07270L	Translator, Foreign Language - Spanish documents	WORD	\$ 0.11
Add'tl Gen. Admin.	07270M	Translator, Foreign Languages - French, German, Italian, Portuguese, Romanian, Albanian, Bosnian or Croatian documents	WORD	\$ 0.17
Add'tl Gen. Admin.	07270N	Translator, Foreign Languages - Arabic, Chinese, Japanese, Korean, Turkish, Ampharic, Dari, Farsi, Gujarati, Haitian-Creole, Hindi, Kurdish, Laotian, Russian, Somali, Tagalong, Thai, Ukranian, Vietnamese, Khmer (Cambodian), or Punjabi (or other languages using characters) documents	WORD	\$ 0.17
Add'tl Gen. Admin.	07270O	Translator, Foreign Languages - Lingali, Swahili, Oromo, Tigrinya or Wolof documents	WORD	\$ 0.17



Agency Category	Job Code	Job Title or Skill Category	UOM	Knowledge Services Rate
Add'l Gen. Admin.	07270P	Translator, Foreign Languages – All other languages, documents	WORD	\$ 0.17
Add'l Gen. Admin.	79441	Attorney 1	HR	\$ 41.85
Add'l Gen. Admin.	79443	Attorney 3	HR	\$ 49.26
Add'l Gen. Admin.	2350	Legal Assistant	HR	\$ 25.88
Add'l Gen. Admin.	79435	Legal Associate	HR	\$ 42.85
Add'l Gen. Admin.	02961A	Legal Transcriber	HR	\$ 15.32
Add'l Gen. Admin.	2962	Medical Transcriber 2	HR	\$ 16.93