

**RSWC#3020 Cloud Managed Services
Contract Information and Usage Instructions**

***EXECUTIVE BRANCH AGENCIES - PLEASE CONTACT STS
BEFORE STARTING ANY SOW PROJECTS**

Contract Summary/Background

This contract enables the State to procure cloud managed services from multiple suppliers, including Accenture, CherryRoad Technologies, Deloitte Consulting, Lumen and NTT Data. Managed service includes setup, configuration, security, implementation, maintenance and support for the in-scope Cloud computing environment.

Contract Information

Supplier	Master Agreement	Edison Contract	Start Date	End date (with all renewals)
Accenture	AR3086	77795	4/10/2023	9/15/2026
CherryRoad	AR2476	80353	9/15/2023	9/15/2026
Deloitte	AR2479	66265	5/17/2020	9/15/2026
Lumen	AR2474	82141	6/1/2024	9/15/2026
NTT Data	AR2497	77791	4/30/2023	9/15/2026

State Contact Information

CPO Contract Administrator

Michael Gross
Category Specialist
615-507-6227
michael.d.gross@tn.gov

STS Contact

Chris Benson
Business Operations Director
615-770-1126
Chris.Benson@tn.gov

Supplier Contact Information

Accenture	Beth N. Wright Accenture Managing Director Health & Public Service – Tennessee Practice 615.429.2095 email: beth.n.wright@accenture.com
CherryRoad Technologies Inc.	Amy Werthmann NASPO Channel Administrator 708.220.6225 AWerthmann@cherryroad.com Casey Miller Service Delivery/Sales Manager 518.488.8339 Cell CMiller@cherryroad.com

Deloitte	Mike Connors Principal 773-818-1677 mconnors@deloitte.com
Lumen	Jonathan Kirby, Senior Relationship Manager -Public Sector 615-263-1119 cell: 615-295-4160 jonathan.kirby@lumen.com Gary Wilson SLED Contract Acquisition Business Development Lumen Public Sector 609-412-9685 gary.wilson@lumen.com
NTT Data	Jude Olesh Sales Executive 812.896.6841 jude.olesh@nttdata.com Billy Johnson Vice President, State & Local Government & Education 513.444.9684 billy.johnson@nttdata.com

Contract Details & Usage

Suppliers can provide all offerings listed under their Master Agreement, excluding any Software as a Service offerings as defined and referenced in the Master Agreement, or any offerings that require the licensing of specific software programs pursuant to individual end user license agreements. This can include:

- Cloud Hosting Services (includes compute and cloud instances)
- Infrastructure-related Design, Development, and Implementation Services for cloud solutions
- Service Reporting
- Monitoring and Alarming
- Enhanced Security as required
- Availability, Performance, and Capacity Management
- Backup and Restore
- Operating System Management
- Disaster Recovery
- Maintenance and Support Communications
- AWS compute power or Cloud Hosting services are provided under an AWS Resale order

Usage Instructions:

All purchases from this contract require an approved STS Pre-Approval Endorsement form. Please refer to the price lists attached to the contract in Edison. For projects, please use the attached SOW template. Please note that all SOWs will require a signature from the STS CIO or Deputy CIO before they can be executed.

Appendix A:

Statement of Work Template

SWC #3020 Cloud Managed Services
[Insert Requesting State Agency name]
Statement of Work



For

[Insert Project Title]

[Insert Planview Work ID - Sequential #]

[Date]

1.0 Statement of Work

1.1 *Project Title*

This Statement of Work (SOW) is being executed between **XXX** (“Contractor”) and *[Insert Agency]* (“Agency” or “Purchasing Entity”) for *[insert a brief description of the project]*, effective as of *[Insert Effective Date]* (the “SOW Effective Date”).

This Statement of Work (SOW) constitutes an Order under that certain Participating Addendum between **XXX** and the State of Tennessee, NASPO Cloud Managed Services Statewide Contract Number **3020**, (the “Contract”) and incorporates by reference the terms and conditions, specifications, and other incorporated contract documents of the Contract. In case of any conflict between this SOW and the Contract, the Contract shall prevail.

1.2 Background

- *Describe the history of your project and the prior events that brought you to this SOW*

1.3 Reference to other applicable documents

The following documents are hereby incorporated by reference into this SOW:

- *List any pertinent documents or supporting materials pertaining to the SOW, if any, otherwise write “None”.*

2.0 Agency Staffing and Roles

2.1 Staffing

Project Manager – Agency

The Agency’s Project Manager is:

Name:

Address:

City:

State & Zip

Phone:

Cell:

Fax:

Email:

Insert contact information for any additional relevant staff.

2.2 Agency Staff and Roles

- *Who within the agency will have decision-making authority, including approval of changes, report, documentation and deliverables?*
- *State agency staff (if any) to assist with the project effort*

- *Individuals key to the project and detail their roles and responsibilities*

3.0 Project Requirements and Deliverables

3.1 Requirements

Describe:

- *Tasks to be performed and any additional Contractor qualifications for specialized projects*
- *Any known non-standard work schedule tasks*
- *Location(s) where project work is required to be performed or may be performed, including the use of onsite, offsite, and offshore resources at the procuring State agency's discretion*
- *Include tasks that do not result in specific deliverables (i.e. project management)*
- *Include any security requirements from Special Terms and Conditions, Section 13 of the Contract that are applicable to this SOW.*

3.2 Agency Tasks and Responsibilities

- *Include tasks to be performed by the agency*
- *Precise definition of all hardware, software, data services, and facilities the agency will provide*

3.3 Deliverables

Describe the Deliverables to be provided under this SOW, including the estimated delivery dates. If no Deliverables, state "none."

3.4 Exclusions

Describe:

- *Tasks which are not part of the scope of this project*

4.0 Cost Criteria

4.1 Payment Methodology

Describe the payment methodology and the associated charges applicable to this SOW.

4.2 SOW Monetary Cap

Check one of the following to apply to this SOW:

- This SOW is a fixed fee SOW. The total charges under this SOW is [_____] dollars (\$____) [*specify SOW monetary cap*] for the performance of the work as set forth in this SOW.
- This SOW is a time and materials SOW. The total charges under this SOW is [_____] dollars (\$____) [*specify SOW monetary cap*] for the performance of the work as set forth in this SOW (the "SOW NTE Amount"). The Agency shall compensate the Contractor for actual work

performed, in an amount not to exceed the SOW NTE Amount. The Agency shall not be obligated to pay for, and the Contractor shall not be obligated to perform, work under this SOW in excess of the SOW NTE Amount unless and until the parties execute a written amendment to this SOW to increase such SOW NTE Amount.

- This SOW is a consumption-based SOW. The estimated charges under this SOW is [_____] dollars (\$___) [specify SOW estimated budget]. The Agency is fully responsible for its use of the AWS Account(s) and for managing its Cloud Services consumption and license(s) usage and AWS Marketplace purchases under the AWS Account(s) to remain within such budget. This includes any and all charges resulting from Cloud Services consumption and license(s) usage and AWS Marketplace purchases under the AWS Account(s), regardless of whether such charges exceed such budget, or any not-to-exceed amount or other similar cap on spend set forth in this SOW. For clarity, the terms of this SOW and the Contract will continue to apply to any Cloud Services provided in excess of the specified estimated charges.

4.3 State Agency Billing Address

Insert the applicable State Agency billing address.

5.0 Deliverable Acceptance

Define the process for submitting, approving and rejecting deliverables (including testing dates and scenarios)

6.0 Estimated Timeline and Period of Performance

Project must begin no later than [Month, Year] and be completed by [Month, Year].

7.0 Project Management (if applicable)

Describe what will be required as far as project management, which reports will be required, how often these reports will be required, and what must be submitted to the State procuring agency.

8.0 Additional State Policies and Standards

Specifically reference any additional state policies and standards that would apply, to the extent applicable to Contractor in its performance of the work under the Order. If none, write "none".

- *Insert any other relevant links to the latest versions of the policies, standards and environment*

9.0 Key Assumptions

Identify any additional agency or contractor assumptions

If additional sections are required for your specific project, please leave the above section numbering as it is and add your new sections here as 10.0, 11.0 etc.

This SOW will not be effective, and Contractor shall not commence services hereunder, until it is approved and signed by Contractor, the Participating Entity and either the State’s Chief Information Officer or the Deputy Chief Information Officer.

In witness whereof, the parties have executed this SOW as of the last date of execution of the signatories below.

<i>[Insert State Purchasing Agency]</i>	XXXXX
Signature:	Signature:
Name:	Name:
Title:	Title:
Date:	Date:
C I O or Deputy CIO for the State of Tennessee, Strategic Technology Solutions	
Signature:	
Name:	
Date:	