

CONTRACT #7
RFS # 347.01-11091
Edison # 24148

Department of Revenue

VENDOR:
FuelQuest, Inc. d.b.a.
Zytax, Inc.



BILL HASLAM
Governor

STATE OF TENNESSEE
DEPARTMENT OF REVENUE
ANDREW JACKSON STATE OFFICE BUILDING
NASHVILLE, TENNESSEE 37242

RICHARD H. ROBERTS
Commissioner

June 26, 2014

The Honorable Bill Ketron, State Senator
Chair, Fiscal Review Committee
309 War Memorial Building
Nashville, Tennessee 37243-0213

Re: Proposed Contract Amendment #1 – Change Vendor Name from Zytax, Inc to
Avalara, Inc.

Dear Senator Ketron:

Avalara, Inc. has acquired Zytax, Inc and the Tennessee Department of Revenue submits an amendment changing the vendor name for the review of your Subcommittee.

The commodity type contract provides license and Motor Fuel Tracking (Cross Matching) system maintenance and support to:

- 1) Continue compliance with TCA Section 67-3-706 (electronic filing),
- 2) Ensure more accurate data,
- 3) Provide more usable data,
- 4) Allow reallocation of support time,
- 5) Reduce processing time, and
- 6) Reduce storage space.

Avalara, Inc, founded in 2004, is a world- wide cloud-based software platform provider that delivers a broad array of compliance solutions related to sales tax and other transaction taxes such as VAT. Zytax has been providing motor fuel tax solutions for State Governments since 2004.

The Department of Revenue believes it is in the best interest of the Taxpayers, TDOR and the State to accept the vendor name change. Any disruption could cause the Department of Revenue to not be in compliance with TCA Section 67-3-706, which provides that all motor fuel tax reports are required to be filed by means of electronic data interchange.

Sincerely,

A handwritten signature in blue ink that reads "Richard H. Roberts".

Richard H. Roberts

Supplemental Documentation Required for
Fiscal Review Committee

*Contact Name:	John Lamar	*Contact Phone:	(615) 253-1381		
*Presenter's name(s):	Richard Roberts – Commissioner, Phillip Mize – Deputy Commissioner, and Stacy Gibson – Audit Director				
Edison Contract Number: <i>(if applicable)</i>	24148	RFS Number: <i>(if applicable)</i>	34701-11091		
*Original or Proposed Contract Begin Date:	1/1/11	*Current or Proposed End Date:	12/31/15		
Current Request Amendment Number: <i>(if applicable)</i>	#1				
Proposed Amendment Effective Date: <i>(if applicable)</i>	10/1/14				
*Department Submitting:	Revenue				
*Division:	Audit				
*Date Submitted:	7/7/14				
*Submitted Within Sixty (60) days: <i>If not, explain:</i>	Yes				
*Contract Vendor Name:	Zytzx, Inc (name change will be Avalara, Inc).				
*Current or Proposed Maximum Liability:	\$1,108,698.96				
*Estimated Total Spend for Commodities:	NA				
*Current or Proposed Contract Allocation by Fiscal Year: <i>(as Shown on Most Current Fully Executed Contract Summary Sheet)</i>					
FY:11	FY:12	FY:13	FY:14	FY15	FY
\$136,876.50	\$273,753.00	\$273,753.00	\$280,596.48	\$143,719.98	\$
*Current Total Expenditures by Fiscal Year of Contract: <i>(attach backup documentation from Edison)</i>					
FY:11	FY: 12	FY:13	FY: 14 (Per 1-8)	FY	FY
\$126,876.44	\$273,752.88	\$273,752.88	\$208,736.40	\$	\$
IF Contract Allocation has been greater than Contract Expenditures, please give the reasons and explain where surplus funds were spent:			Rounding accounts for the small variance which reverts to the General Fund.		
IF surplus funds have been carried forward, please give the reasons and provide the authority for the carry forward provision:			NA		
IF Contract Expenditures exceeded Contract Allocation, please give the reasons and explain how funding			NA		

Supplemental Documentation Required for
Fiscal Review Committee

was acquired to pay the overage:			
*Contract Funding Source/Amount:			
State:	\$1,108,698.96	Federal:	
<i>Interdepartmental:</i>		<i>Other:</i>	
If "other" please define:			
If "interdepartmental" please define:		From Tennessee Department of Transportation	
Dates of All Previous Amendments or Revisions: <i>(if applicable)</i>		Brief Description of Actions in Previous Amendments or Revisions: <i>(if applicable)</i>	
N.A.			
Method of Original Award: <i>(if applicable)</i>		Non-Competitive	
*What were the projected costs of the service for the entire term of the contract prior to contract award? How was this cost determined?		The original contract was procured through the sole source methodology with CPO. The \$1,108,698.96 figure was the result of the process.	
*List number of other potential vendors who could provide this good or service; efforts to identify other competitive procurement alternatives; and the reason(s) a sole-source contract is in the best interest of the State.		The current vendor Zytax was acquired by Avalara, Inc. The purpose of the amendment is to change the contract vendor name and contact information.	

Amendment #1 Contract #24148 (Zyfax, Inc with request to change name to Avalara, Inc)
 Current Total Expenditures by Fiscal Year of Contract:
 (attach backup documentation from Edison)

Line	Journal ID	Line #	Ledger	Orig Desc	Source	Account	Account Desc	Dept	Fund	Location	Year	Period	Amount	Doc Num	Voucher ID	Invoice ID	Vendor ID	Vendor Name	PO No	Descr	Monetary Amount	Eff Date				
FY 11																										
34701	AP00585393	2	ACTUALS	AP Voucher Accrual	AP	72203000	Data Processing Svcs by NonSt	3471400900	11000	19051	2011	8	5,453.08	02/19/2011	00012751	03426										
34701	AP00585394	3	ACTUALS	AP Voucher Accrual	AP	72203000	Data Processing Svcs by NonSt	3471400900	11000	19051	2011	8	17,359.66	02/19/2011	00012754	03425	0000001400	Zy Tax Inc	0000005786	Motor Fuel Tracking (Cross Mat	5,453.08	02/16/2011				
34701	AP00642799	3	ACTUALS	AP Voucher Accrual	AP	72203000	Data Processing Svcs by NonSt	3471400900	11000	19051	2011	10	5,453.08	04/25/2011	00013800	03464	0000001400	Zy Tax Inc	0000005786	Software Support and Maintenanc	17,359.66	02/17/2011				
34701	AP00642799	3	ACTUALS	AP Voucher Accrual	AP	72203000	Data Processing Svcs by NonSt	3471400900	11000	19051	2011	10	5,453.08	04/25/2011	00013802	03505	0000001400	Zy Tax Inc	0000006299	Motor Fuel Tracking (Cross Mat	5,453.08	04/18/2011				
34701	AP00642799	3	ACTUALS	AP Voucher Accrual	AP	72203000	Data Processing Svcs by NonSt	3471400900	11000	19051	2011	10	17,359.66	04/25/2011	00013805	03465	0000001400	Zy Tax Inc	0000006299	Motor Fuel Tracking (Cross Mat	5,453.08	04/18/2011				
34701	AP00682799	3	ACTUALS	AP Voucher Accrual	AP	72203000	Data Processing Svcs by NonSt	3471400900	11000	19051	2011	10	17,359.66	04/25/2011	00013806	03504	0000001400	Zy Tax Inc	0000006299	Software Support and Maintenanc	17,359.66	04/18/2011				
34701	AP00682799	3	ACTUALS	AP Voucher Accrual	AP	72203000	Data Processing Svcs by NonSt	3471400900	11000	19051	2011	11	5,453.08	06/03/2011	00013808	03727	0000001400	Zy Tax Inc	0000006575	Motor Fuel Tracking (Cross Mat	5,453.08	05/31/2011				
34701	AP00682799	3	ACTUALS	AP Voucher Accrual	AP	72203000	Data Processing Svcs by NonSt	3471400900	11000	19051	2011	11	17,359.66	06/03/2011	00013809	03729	0000001400	Zy Tax Inc	0000006575	Software Support and Maintenanc	17,359.66	05/31/2011				
34701	AP00682799	3	ACTUALS	AP Voucher Accrual	AP	72203000	Data Processing Svcs by NonSt	3471400900	11000	19051	2011	11	5,453.08	06/21/2011	00014842	03758	0000001400	Zy Tax Inc	0000006717	Motor Fuel Tracking (Cross Mat	5,453.08	06/20/2011				
34701	AP00682799	3	ACTUALS	AP Voucher Accrual	AP	72203000	Data Processing Svcs by NonSt	3471400900	11000	19051	2011	12	17,359.66	06/21/2011	00014843	03757	0000001400	Zy Tax Inc	0000006717	Software Support and Maintenanc	17,359.66	06/20/2011				
34701	AP00708321	2	ACTUALS	AP Voucher Accrual	AP	72203000	Data Processing Svcs by NonSt	3471400900	11000	19051	2011	12	5,453.08	07/05/2011	00015013	03787	0000001400	Zy Tax Inc	0000006811	Motor Fuel Tracking (Cross Mat	5,453.08	06/20/2011				
34701	AP00708321	2	ACTUALS	AP Voucher Accrual	AP	72203000	Data Processing Svcs by NonSt	3471400900	11000	19051	2011	12	17,359.66	07/07/2011	00015025	03788	0000001400	Zy Tax Inc	0000006811	Software Support and Maintenanc	17,359.66	06/20/2011				
													Total			136,876.44										
FY 12																										
34701	AP00738735	6	ACTUALS	AP Voucher Accrual	AP	72203000	Data Processing Svcs by NonSt	3471400900	11000	19051	2012	2	5,453.08	08/10/2011	00015605	03639	0000001400	Zy Tax Inc	0000007231	Motor Fuel Tracking (Cross Mat	5,453.08	08/04/2011				
34701	AP00738735	6	ACTUALS	AP Voucher Accrual	AP	72203000	Data Processing Svcs by NonSt	3471400900	11000	19051	2012	2	17,359.66	08/10/2011	00015606	03638	0000001400	Zy Tax Inc	0000007231	Software Support and Maintenanc	17,359.66	08/04/2011				
34701	AP00752668	2	ACTUALS	AP Voucher Accrual	AP	72203000	Data Processing Svcs by NonSt	3471400900	11000	19051	2012	2	5,453.08	08/24/2011	00015819	03871	0000001400	Zy Tax Inc	0000007322	Motor Fuel Tracking (Cross Mat	5,453.08	08/18/2011				
34701	AP00752668	2	ACTUALS	AP Voucher Accrual	AP	72203000	Data Processing Svcs by NonSt	3471400900	11000	19051	2012	2	17,359.66	08/24/2011	00015820	03870	0000001400	Zy Tax Inc	0000007322	Software Support and Maintenanc	17,359.66	08/18/2011				
34701	AP00778976	3	ACTUALS	AP Voucher Accrual	AP	72203000	Data Processing Svcs by NonSt	3471400900	11000	19051	2012	3	5,453.08	09/20/2011	00016249	03916	0000001400	Zy Tax Inc	0000007524	Motor Fuel Tracking (Cross Mat	5,453.08	09/14/2011				
34701	AP00778976	3	ACTUALS	AP Voucher Accrual	AP	72203000	Data Processing Svcs by NonSt	3471400900	11000	19051	2012	3	17,359.66	09/20/2011	00016250	03915	0000001400	Zy Tax Inc	0000007524	Software Support and Maintenanc	17,359.66	09/14/2011				
34701	AP00809120	3	ACTUALS	AP Voucher Accrual	AP	72203000	Data Processing Svcs by NonSt	3471400900	11000	19051	2012	4	5,453.08	10/21/2011	00016892	03965	0000001400	Zy Tax Inc	0000007823	Motor Fuel Tracking (Cross Mat	5,453.08	10/19/2011				
34701	AP00809120	3	ACTUALS	AP Voucher Accrual	AP	72203000	Data Processing Svcs by NonSt	3471400900	11000	19051	2012	4	17,359.66	10/21/2011	00016893	03964	0000001400	Zy Tax Inc	0000007823	Software Support and Maintenanc	17,359.66	10/19/2011				
34701	AP00848331	3	ACTUALS	AP Voucher Accrual	AP	72203000	Data Processing Svcs by NonSt	3471400900	11000	19051	2012	6	17,359.66	12/06/2011	00017630	04009	0000001400	Zy Tax Inc	0000008146	Motor Fuel Tracking (Cross Mat	5,453.08	12/02/2011				
34701	AP00848331	3	ACTUALS	AP Voucher Accrual	AP	72203000	Data Processing Svcs by NonSt	3471400900	11000	19051	2012	6	5,453.08	12/06/2011	00017631	04010	0000001400	Zy Tax Inc	0000008146	Software Support and Maintenanc	17,359.66	12/02/2011				
34701	AP00848331	3	ACTUALS	AP Voucher Accrual	AP	72203000	Data Processing Svcs by NonSt	3471400900	11000	19051	2012	7	17,359.66	01/17/2012	00018253	04050	0000001400	Zy Tax Inc	0000008453	Motor Fuel Tracking (Cross Mat	5,453.08	12/02/2011				
34701	AP00848331	3	ACTUALS	AP Voucher Accrual	AP	72203000	Data Processing Svcs by NonSt	3471400900	11000	19051	2012	7	5,453.08	01/17/2012	00018254	04049	0000001400	Zy Tax Inc	0000008453	Software Support and Maintenanc	17,359.66	12/02/2011				
34701	AP00915545	3	ACTUALS	AP Voucher Accrual	AP	72203000	Data Processing Svcs by NonSt	3471400900	11000	19051	2012	8	5,453.08	02/21/2012	00018930	04-04	0000001400	Zy Tax Inc	0000008755	Motor Fuel Tracking (Cross Mat	5,453.08	01/09/2012				
34701	AP00915545	3	ACTUALS	AP Voucher Accrual	AP	72203000	Data Processing Svcs by NonSt	3471400900	11000	19051	2012	8	17,359.66	02/21/2012	00018932	04-04	0000001400	Zy Tax Inc	0000008755	Motor Fuel Tracking (Cross Mat	5,453.08	02/14/2012				
34701	AP00928255	4	ACTUALS	AP Voucher Accrual	AP	72203000	Data Processing Svcs by NonSt	3471400900	11000	19051	2012	8	17,359.66	03/05/2012	00019252	04-05	0000001400	Zy Tax Inc	0000008908	Motor Fuel Tracking (Cross Mat	5,453.08	02/29/2012				
34701	AP00928255	4	ACTUALS	AP Voucher Accrual	AP	72203000	Data Processing Svcs by NonSt	3471400900	11000	19051	2012	8	5,453.08	03/05/2012	00019253	04-05	0000001400	Zy Tax Inc	0000008908	Software Support and Maintenanc	17,359.66	02/14/2012				
34701	AP00974542	3	ACTUALS	AP Voucher Accrual	AP	72203000	Data Processing Svcs by NonSt	3471400900	11000	19051	2012	10	5,453.08	04/25/2012	00020182	04-092	0000001400	Zy Tax Inc	0000009304	Motor Fuel Tracking (Cross Mat	5,453.08	04/20/2012				
34701	AP00974542	3	ACTUALS	AP Voucher Accrual	AP	72203000	Data Processing Svcs by NonSt	3471400900	11000	19051	2012	10	17,359.66	04/25/2012	00020181	04-091	0000001400	Zy Tax Inc	0000009304	Software Support and Maintenanc	17,359.66	04/20/2012				
34701	AP01012719	5	ACTUALS	AP Voucher Accrual	AP	72203000	Data Processing Svcs by NonSt	3471400900	11000	19051	2012	11	5,453.08	05/16/2012	00020572	04-128	0000001400	Zy Tax Inc	0000009518	Motor Fuel Tracking (Cross Mat	5,453.08	05/11/2012				
34701	AP01012719	5	ACTUALS	AP Voucher Accrual	AP	72203000	Data Processing Svcs by NonSt	3471400900	11000	19051	2012	11	17,359.66	05/16/2012	00020571	04-127	0000001400	Zy Tax Inc	0000009518	Software Support and Maintenanc	17,359.66	05/29/2012				
34701	AP01012719	2	ACTUALS	AP Voucher Accrual	AP	72203000	Data Processing Svcs by NonSt	3471400900	11000	19051	2012	11	5,453.08	06/04/2012	00020808	04-154	0000001400	Zy Tax Inc	0000009639	Motor Fuel Tracking (Cross Mat	5,453.08	05/11/2012				
34701	AP01012719	2	ACTUALS	AP Voucher Accrual	AP	72203000	Data Processing Svcs by NonSt	3471400900	11000	19051	2012	11	17,359.66	06/04/2012	00020809	04-154	0000001400	Zy Tax Inc	0000009639	Software Support and Maintenanc	17,359.66	05/29/2012				
34701	AP01043512	2	ACTUALS	AP Voucher Accrual	AP	72203000	Data Processing Svcs by NonSt	3471400900	11000	19051	2012	12	5,453.08	07/03/2012	00021516	04-194	0000001400	Zy Tax Inc	0000009919	Motor Fuel Tracking (Cross Mat	5,453.08	06/28/2012				
34701	AP01043512	2	ACTUALS	AP Voucher Accrual	AP	72203000	Data Processing Svcs by NonSt	3471400900	11000	19051	2012	12	17,359.66	07/03/2012	00021517	04-193	0000001400	Zy Tax Inc	0000009919	Software Support and Maintenanc	17,359.66	06/28/2012				
													Total			273,752.88										
FY 13																										
34701	AP01074012	3	ACTUALS	AP Voucher Accrual	AP	72203000	Data Processing Svcs by NonSt	3471400900	11000	19051	2013	1	5,453.08	08/06/2012	00021964	04-260	0000001400	Zy Tax Inc	0000010122	Motor Fuel Tracking (Cross Mat	5,453.08	07/30/2012				
34701	AP01074012	3	ACTUALS	AP Voucher Accrual	AP	72203000	Data Processing Svcs by NonSt	3471400900	11000	19051	2013	1	17,359.66	08/06/2012	00021965	04-259	0000001400	Zy Tax Inc	0000010122	Software Support and Maintenanc	17,359.66	07/30/2012				
34701	AP01130471	2	ACTUALS	AP Voucher Accrual	AP	72203000	Data Processing Svcs by NonSt	3471400900	11000	19051	2013	4	5,453.08	10/05/2012	00023022	04-304	0000001400	Zy Tax Inc	0000010788	INVOICE #04-304 Motor Fuel Tra	5,453.08	10/02/2012				
34701	AP01130471	2	ACTUALS	AP Voucher Accrual	AP	72203000	Data Processing Svcs by NonSt	3471400900	11000	19051	2013	4	17,359.66	10/05/2012	00023023	04-303	0000001400	Zy Tax Inc	0000010788	INVOICE #04-303 Software Supp	17,359.66	10/02/2012				
34701	AP01130471	2	ACTUALS	AP Voucher Accrual	AP	72203000	Data Processing Svcs by NonSt	3471400900	11000	19051	2013	4	5,453.08	10/05/2012	00023024	04-313	0000001400	Zy Tax Inc	0000010787	INVOICE #04-313 Motor Fuel Tra	5,453.08	10/02/2012				

Amendment Request

Route a completed request, as one file in PDF format, via e-mail attachment sent to: Agspors.Agsprs@tn.gov

12/14

APPROVED	
<i>Michael S. Perry / MPT</i>	
<i>7/11/14</i>	
CHIEF PROCUREMENT OFFICER	DATE

Request Tracking #	34701-11091	
1. Procuring Agency	Department of Revenue	
2. Contractor	Zytax, Inc (name change will be Avalara, Inc)	
3. Contract #	#24148	
4. Proposed Amendment #	One	
5. Edison ID #	#24148	
6. Contract Begin Date		1/1/11
7. Current Contract End Date <i>- with ALL options to extend exercised</i>		12/31/15
8. Proposed Contract End Date <i>- with ALL options to extend exercised</i>		12/31/15
9. Current Maximum Contract Cost <i>- with ALL options to extend exercised</i>		\$1,108,698.48
10. Proposed Maximum Contract Cost <i>- with ALL options to extend exercised</i>		\$1,108,698.48
11. Office for Information Resources Pre-Approval Endorsement Request <i>- information technology service (N/A to THDA)</i>	<input type="checkbox"/> Not Applicable	<input checked="" type="checkbox"/> Attached
12. eHealth Pre-Approval Endorsement Request <i>- health-related professional, pharmaceutical, laboratory, or imaging</i>	<input checked="" type="checkbox"/> Not Applicable	<input type="checkbox"/> Attached
13. Human Resources Pre-Approval Endorsement Request <i>- state employee training service</i>	<input checked="" type="checkbox"/> Not Applicable	<input type="checkbox"/> Attached
14. Explanation Need for the Proposed Amendment	<p>The current vendor Zytax, Inc was acquired by Avalara, Inc. Therefore, the current contract's ^{contractor's} name and contact information requires update.</p>	
15. Name & Address of the Contractor's Principal Owner(s) <i>- NOT required for a TN state education institution</i>	<p>Avalara, Inc. 100 Ravine Lane, NE Suite 220</p>	

Request Tracking #	34701-11091
Bainbridge Island, WA 98110	
<p>16. Evidence Contractor's Experience & Length Of Experience Providing the Goods or Services</p> <p>Avalara, Inc, founded in 2004, is a world- wide cloud-based software platform provider that delivers a broad array of compliance solutions related to sales tax and other transaction taxes such as VAT. Zytax has been providing motor fuel tax solutions for State Governments since 2004.</p>	
<p>17. Efforts to Identify Reasonable, Competitive, Procurement Alternatives</p> <p>Not applicable since the intent of the amendment is to recognize name change and contact information for Avalara, Inc.'s acquisition of Zytax, Inc.</p>	
<p>18. Justification</p> <p>Zytax has been acquired by Avalara, Inc.</p> <p>The commodity type contract provides "Motor Fuel Tracking (Cross Matching) System Maintenance and Support" and "License".</p> <p>The amendment is needed to:</p> <ol style="list-style-type: none"> 1) Continue compliance with TCA Section 67-3-706 which mandates electronic filing. 2) Ensure more accurate data – The taxpayer must complete every field on the accompanying schedules. The returns are more accurate and voluntary compliance is enhanced. In addition, keying errors by both the taxpayer and departmental operators are reduced. The returns are actually created from the schedule information eliminating the need for keying the returns. 3) Provide more usable data – The query programs provided through the EDI software enables the auditors to do their jobs more efficiently. Previously, the auditor tracked the movement of fuel by manually looking at several paper returns (the supplier's report, the terminal operator's report, and the carrier's report). This process literally took days to complete. Now, a query program is written significantly reducing the time spent by the auditor reviewing the returns filed. 4) Allow reallocation of support time – Previously, much time was spent making copies of export schedules sent to other states for verification. Through EDI a query program is written that provides the reports automatically. Also, the number of review items has decreased as a result in the reduction of the number of keying errors. 5) Reduce processing time - Because of EDI, returns are no longer keyed or assigned a Document Locator Number. In addition, it also reduces the amount of time that Central Files' employees physically handle the returns. 6) Reduce storage space – The amount of space needed to physically store the returns has been significantly reduced. Although the number of returns is not significant, many of the returns literally contain hundreds of schedules. 	
<p>Agency Head Signature and Date – <i>MUST be signed by the ACTUAL agency head as detailed on the current Signature Certification. Signature by an authorized signatory is acceptable only in documented circumstances</i></p> <p> 7/3/14</p>	



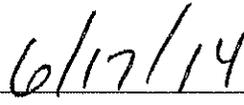
OIR Pre-Approval Endorsement Request E-Mail Transmittal

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

FROM : John Lamar
E-mail : john.lamar@tn.gov

DATE : 06/13/14

RE : Request for OIR Pre-Approval Endorsement

Applicable RFS # 34701-11091
OIR Endorsement Signature & Date:
 
Chief Information Officer <small>NOTE: Proposed contract/grant support is applicable to the subject IT service technical merit.</small>

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

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

Contracting Agency	Department of Revenue
Agency Contact (name, phone, e-mail)	John Lamar, (615) 253-1381, john.lamar@tn.gov
Attachments Supporting Request (mark all applicable) Note: The complete draft procurement document and the applicable documents listed below must accompany this request when submitted to OIR. Special Contract Requests and Amendment Requests without Agency Head signature are acceptable. OIR is aware that these documents will not have CPO signature when submitted with this request.	
<input type="checkbox"/> Solicitation Document <input type="checkbox"/> Special Contract Request <input checked="" type="checkbox"/> Amendment Request <input type="checkbox"/> Proposed Contract/Grant or Amendment <input type="checkbox"/> Original Contract/Grant and Previous Amendments (if any)	
Information Systems Plan (ISP) Project Applicability	

Applicable RFS # 34701-11091

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

IT Director/Staff Name Confirming (required):

- Applicable – Approved ISP Project#
 Not Applicable

Subject Information Technology Service Description

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

Zytax has been acquired by Avalara, Inc. CPO requires OIR Pre-approval as part of the Amendment Request.

The commodity type contract provides "Motor Fuel Tracking (Cross Matching) System Maintenance and Support" and "License" to:

- 1) Continue compliance with TCA Section 67-3-706 which mandates electronic filing.
- 2) Ensure more accurate data
- 3) Provide more usable data
- 4) Allow reallocation of support time
- 5) Reduce processing time
- 6) Reduce storage space



**STATE OF TENNESSEE, DEPARTMENT OF GENERAL SERVICES
CENTRAL PROCUREMENT OFFICE**

Agency Term Contract Multi-Year - Issued to:

Avalara Inc
PO Box 10126
Bainbridge Island WA 98110

Vendor ID: 0000177374

CONTRACT NUMBER: 000000000000000000042800

TITLE: Software Support & Maintenance

START DATE: October 1, 2014

END DATE: December 31, 2014

Contract Contact Information:

State of Tennessee
Department of General Services, Central Procurement Office
Contract Administrator: Orlando S Jordan
3rd Floor, William R Snodgrass, Tennessee Tower
312 Rosa L. Parks Avenue
Nashville, TN 37243-1102
Phone:
Fax: 615-741-0684

Line Information

Line 1

Item ID: 1000130416

Motor Fuel Tracking (Cross Matching) System Maintenance and Support, Location: Revenue , Audit-Motor Fuel, 500 Deaderick St., 7th Floor, Andrew Jackson State Office Bldg., Nashville, Tn 37242, Year 1-3

Unit of Measure: MO

Vendor Item/Part #: MTRFLTRCKNGMAINT1-3

Manufacturer Item #:

Unit Price: \$ 5453.08

Line 2

Item ID: 1000130519

Motor Fuel Tracking (Cross Matching) System Maintenance and Support, Location: Revenue , Audit-Motor Fuel, 500 Deaderick St., 7th Floor, Andrew Jackson State Office Bldg., Nashville, Tn 37242, Year 4

Unit of Measure: MO

Vendor Item/Part #: MTRFLTRCKNGMAINT4

Manufacturer Item #:

Unit Price: \$ 5725.66



100 Ravine Lane NE, Suite 220
Bainbridge Island, WA 98110
www.avalara.com

(206) 826-4900
(877) 780-4848
F: (206) 790-5011

Avalara, Inc., (www.Avalara.com), is a leading provider of cloud-based software that delivers a broad array of compliance solutions related to sales tax and other transactional taxes. Avalara acquired from FuelQuest, Inc. the Zytax energy-related tax automation solutions for U.S. and international jurisdictions. Accordingly, from April 25, 2014 and continuing thereafter throughout the term of the Zytax agreements with the State of Tennessee Department of Revenue, Avalara shall be substituted for Zytax for all purposes and will be bound by the terms and conditions of such agreements. In connection with the Zytax transaction, Avalara retained the Zytax development and support teams and now employs 83 employees formerly with Zytax. In addition, Avalara has additional open positions resulting from further investment into the product line.

About Avalara

Avalara helps businesses of all sizes achieve compliance with sales tax and other transactional tax requirements by delivering comprehensive, automated, cloud-based solutions that are fast, accurate, and easy to use. Avalara's end-to-end suite of solutions are designed to effectively manage the complicated and burdensome tax compliance obligations imposed by state, local, and other taxing authorities in the United States and internationally.

Avalara is integrated with leading accounting, ERP, ecommerce and other business applications. Founded in 2004 and privately-held, Avalara's venture capital investors include Battery Ventures, Sageview Capital, Arthur Ventures, and other institutional and individual investors. Avalara employs more than 700 people at its headquarters on Bainbridge Island, WA and in offices across the U.S. and in London, England and Pune, India.

Other Key Facts

- The company has raised over \$100 million and has experienced really strong growth since founding.
- Independent Audit Firm: Deloitte and Touche
- Banking Relationships – Bank of America and Silicon Valley Bank



STATE OF TENNESSEE, DEPARTMENT OF GENERAL SERVICES, PURCHASING DIVISION

Agency Term Contract Multi-Year - Issued to:

ZyTax Inc
5 Greenway Plz Ste 1310
Houston TX 77046-0529

Vendor ID: 0000001400

CONTRACT NUMBER: 24148
TITLE: Zytax and Motor Fuel Tracking

START DATE: January 01, 2011
END DATE: December 31, 2015

Contract Contact Information:

State of Tennessee
Department of General Services, Purchasing Division
Contract Administrator: John D Askins
665 Mainstream Drive
Nashville, TN 37243 -1003
Phone: 615-253-1855
Fax: 615-741-0684
e-mail: john.askins@tn.gov

Line Information

Line 1

Item ID: 1000130416
Motor Fuel Tracking (Cross Matching) System Maintenance and Support, Location: Revenue , Audit-Motor Fuel, 500 Deaderick St., 7th Floor, Andrew Jackson State Office Bldg., Nashville, Tn 37242, Year 1-3
Unit of Measure: MO
Vendor Item/Part #: MTRFLTRCKNGMAINT1-3
Unit Price: \$ 5453.08

Line 2

Item ID: 1000130519
Motor Fuel Tracking (Cross Matching) System Maintenance and Support, Location: Revenue , Audit-Motor Fuel, 500 Deaderick St., 7th Floor, Andrew Jackson State Office Bldg., Nashville, Tn 37242, Year 4
Unit of Measure: MO
Vendor Item/Part #: MTRFLTRCKNGMAINT4
Unit Price: \$ 5725.66

Line 3

Item ID: 1000130518

*Software Support and Maintenance, (Zytax Government Solution, 4.3 or new 5.0 Version) Licensing Fee,
Location: Revenue, Audit-Motor Fuel, 500 Deaderick St., 7th Floor, Andrew Jackson State Office Bldg.,
Nashville, Tn 37242, Year 4*

Unit of Measure: MO

Vendor Item/Part #: ZYTAXSFTWRMAINT4

Unit Price: \$ 18227.66

Line 4

Item ID: 1000130417

*Software Support and Maintenance, (Zytax Government Solution, 4.3 or new 5.0 Version) Licensing Fee,
Location: Revenue, Audit-Motor Fuel, 500 Deaderick St., 7th Floor, Andrew Jackson State Office Bldg.,
Nashville, Tn 37242, Year 1-3*

Unit of Measure: MO

Vendor Item/Part #: ZYTAXSFTWRMAINT1-3

Unit Price: \$ 17359.66

APPROVED:


DIRECTOR OF PURCHASING

BY:


PURCHASING AGENT

11.22.10
DATE



Terms and Conditions

Event Number: **34701-0000002080**

Standard Terms and Conditions

Instructions to Bidders:

1. Read the entire bid, including all terms and conditions and specifications.
2. If submitting the bid by mail: All bid prices must be typed or written in ink on the Line Details portion of the Invitation to Bid (ITB); any corrections, erasures or other forms of alteration to unit prices must be initialed by the bidder.
3. If submitting the bid by mail, the bid must be manually signed in ink; failure to do so will cause rejection of your bid. If submitting the bid on-line, your electronic signature constitutes having signed the bid.
4. Bid prices shall include delivery of all items F.O.B. destination or as otherwise specified.
5. Address all inquiries and correspondence to the Purchasing Agent indicated in the Invitation to Bid.
6. Requested delivery: see details in document.
7. I (we) agree to strictly abide by all the statutes and terms contained in the rules of the Department of General Services, Purchasing Division which are by reference made a part hereof, in addition to the Standard and Special Terms & Conditions, and Specifications embodied in this Invitation to Bid.
8. IMPORTANT: By submitting the bid, the Bidder certifies compliance with the above and further certifies that this bid is made without collusion or fraud.
9. State statutes require that all bidders be registered prior to the issuance of a contract or a purchase order. Vendors can register online on the Purchasing Division website: www.tennessee.gov/generalserv/purchasing or by contacting Purchasing Division's Vendor Registration Office at phone number (615) 741-6875.
10. I (We) propose to furnish and deliver any and all of the supplies, services, and/or other commodities named in the Invitation to Bid, and for which I (we) have set prices in my (our) offering.
11. It is understood and agreed that this bid, when certified by authorized signature, shall constitute an offer, which when accepted in writing by the Department of General Services, Purchasing Division, and subject to the terms and conditions of such acceptance, will constitute a valid binding contract between the State of Tennessee and the Vendor/Contractor (bidder) submitting such offering.
12. By my (our) written signature on this bid I (we) guarantee and certify that all items included in the bid meet or exceed any and all State specifications covering such items. I (We) further agree, if awarded a

contract or purchase order as a result of this bid, to deliver such commodities, service or merchandise which meet or exceed the specifications.

13 It is understood and agreed that no contract may be assigned, sublet, or transferred without the written consent of the Deputy Commissioner, Department of General Services.

14 The inclusion in any bid of a limitation of remedies clause or a limitation of liabilities clause shall be cause for rejection except in bids for telecommunications and information technology goods and services. Pursuant to Tennessee Code Annotated 12-3-315(d), if a limitation of liability is included in the bid for telecommunications and information technology goods and services it can be for not less than two (2) times the value of the contract and it shall not apply to intentional torts, criminal acts, fraudulent conduct or acts or omissions that result in personal injuries or death. Provided, however, if the Commissioner determines that it is necessary to protect the interests of the state, the Commissioner may petition the Board of Standards to approve contractor liability in excess of two (2) times the value of the contract. If the Board agrees with the Commissioner, it may approve such a higher liability amount.

15 All bidders have the right to inspect the bid file, prior to award, upon completion of the evaluation by the Purchasing Division. Interested bidders should contact the Purchasing Agent following the bid opening date or once the file is open for the seven (7) day inspection period. A "File Open for Inspection" letter will be sent to all bidders detailing the bidder(s) recommended for award and the evaluated award amount(s). Upon request, a reasonable opportunity to inspect the bid file will be provided to the bidder. If there is no request to inspect the bid file by the end of the seven (7) day inspection period, the Purchasing Agent will proceed with the award.

16 Protest by Vendor: Pursuant to Tenn. Code Ann. 12-3-214 (authority to resolve protested bids, bid process or procedures, and awards), vendors may protest. Please refer to the Agency Purchasing Procedures Manual, Section 14.13.1 for protest procedures and protest bond requirements or contact the purchasing agent at 615-741-1035. The manual is located on the Purchasing Division Website: www.tennessee.gov/generalserv/purchasing

17 Bid Mailing Instructions, special envelopes or labels are furnished with this bid invitation, and it is imperative that bids be returned in this envelope or with the label completely filled in. If the special envelope is not used or if express mail is used, each individual bid proposal must be returned in a separate envelope package or container and must be properly labeled on the outside referencing the applicable solicitation number and the bid opening date. Bids mailed for Overnight/Express delivery should be mailed in a properly labeled sealed envelope to the following address:

Department of General Services
Purchasing Division
665 Mainstream Drive
Nashville, TN 37243

18. Failure to respond to three (3) consecutive mailed Invitations to Bid on a particular qualified vendor list may result in removal from that list.

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

In the event of any such suit or claim, the Contractor shall give the State immediate notice thereof and shall provide all assistance required by the State in the State's defense. The State shall give the Contractor

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

20. Contracts are entered into solely for the convenience of the State of Tennessee. The vendor/contractor understands and agrees that the State of Tennessee, as a signatory party to a contract, is solely responsible for its performance, and that the officers and employees of the Department of General Services, Purchasing Division, act exclusively as agents of the State for the award, consummation, and administration of contracts and are not personally liable for any performance or nonperformance by the State.

21. A bid must be received in the Purchasing Division's office on or before the date and hour designated for the bid opening or the bid will be rejected.

22. The Purchasing Division may reject any or all bids. Action to reject all bids shall be taken only for unreasonably high prices, errors in the Invitation to Bid (ITB), cessation of need, unavailability of funds, or any other reason approved by the Board of Standards. The Board of Standards has authorized rejection of all bids for failure to secure adequate competition. If an ITB is to be re-advertised, all prior bids shall remain closed to inspection until the evaluation of the re-advertisement is complete.

23. All present and former employees or officials of the State are referred to Tennessee Code Annotated 12-4-103.

24. Any individuals with disabilities who wish to participate in public meetings such as a scheduled pre-bid conference or other scheduled function should contact the Purchasing Division to discuss any auxiliary aids or services needed to facilitate such participation. Such contact may be in person, by writing, telephonically, or otherwise, and should be made no less than ten (10) days prior to the scheduled event, to allow time for the Purchasing Division to provide such aid or service.

25. No person on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal and/or Tennessee State Constitutional and/or statutory law shall be excluded from participation in, or denied benefits of, or be otherwise subjected to discrimination in the performance of the Contract or in the employment practices of the vendor/contractor. The vendor/contractor shall, upon request, show proof of such non-discrimination, and shall post in conspicuous places, available to employees and applicants, notices of non-discrimination.

NOTE: Visitor access to the William R. Snodgrass Building is from the Seventh Avenue North entrance. Individuals with disabilities may access from the Rosa L Parks Avenue entrance.

26. TAXES: Purchases of goods by the State of Tennessee are exempt from Tennessee sales and use tax pursuant to Tenn. Code Ann. 67-6-329(a)(13), and the state is generally exempt from Federal excise tax. Contractors are subject to Tennessee sales and use tax on all materials and supplies used in the performance of a contract, whether such materials and supplies are purchased by the contractor, produced by the contractor, or provided to the contractor by the State, pursuant to Tenn. Code Ann. 67-6-209. The contractor agrees to pay all taxes incurred in the performance of an awarded contract.

State agencies which procure products for the purpose of resale shall register with the Department of Revenue. Upon registration the agency will issue resale certificates to the successful contractor(s) for products procured for resale. The agency is responsible for the collection of the appropriate sales or use tax when the product is sold.

27. Exceptions to terms and conditions and/or those proposed by the bidder which may vary from the invitation to bid may render the bid unresponsive and subject the bid to rejection.

28. Unless otherwise stated, all goods called for by a purchase order must be tendered in a single delivery in compliance with the delivery time specified and payment is due only on such tender. Partial shipments and/or back orders will only be accepted with receiving agency's prior authorization.

29. All products, materials, supplies and equipment offered and furnished must be new, of current manufacturer production, and must have been formally announced by the manufacturer as being commercially available as of the date of the bid opening, unless otherwise stated in this solicitation.

30. Manufacturers of chemical products which are the subject of purchase contracts for the State of Tennessee shall list and maintain a material safety data sheet (MSDS) for such chemical products on the national MSDS search repository or on the manufacturer's website so that such information can be accessed by means of the Internet. A site operated by or on behalf of the manufacturer or a relevant trade association is acceptable so long as the information is freely accessible to the public. In lieu of posting a MSDS on MSDSSEARCH, a bidder shall include the manufacturer's universal resource locator (URL) for its MSDS in the solicitation. For purposes of this MSDS requirement, the Department of General Services recognizes the following URL for national MSDS search repository: MSDS-SEARCH, which can be accessed on the internet at: <http://www.msdsearch.com>.

31. 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 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, Section 9-8-101 through 9-8-407.

32. State and Federal Compliance: The contractor shall comply with all applicable state and federal laws and regulations in the performance of this contract.

33. Prohibition of Illegal Immigrants: The requirements of State of Tennessee's Public Acts, 2006, Chapter Number 878 and Executive Order 41 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.

As required by Public Acts, 2006, Chapter Number 878, no person may enter into a contract to supply goods or services to the State without first attesting in writing that the person will not knowingly utilize the services of Illegal Immigrants in the performance of this contract, and will not knowingly utilize the services of any subcontractor who will utilize the services of Illegal Immigrants in the performance of this contract. 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 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. The contractor hereby attests, certifies, warrants, and assures that it shall comply with this term and condition for the entire contract period.

The contractor understands and agrees that failure to comply with this section will be subject to the sanctions of Public Chapter 878 of 2006 for acts or omissions occurring after its effective date. This law requires the Commissioner of Finance and Administration to prohibit a contractor from contracting with, or submitting an offer, proposal, or bid to contract with the State of Tennessee to supply goods or services for a year after a contractor is discovered to have knowingly used the services of illegal immigrants during the performance of this contract. The contractor may appeal the imposition of the one-year prohibition by utilizing an appeals process established by the Commissioner of Finance and Administration.

As per Executive Order 41, the contractor shall be required to submit semi-annual Attestation Forms and obtain a signed Attestation Form from any subcontractor prior to the use of the subcontractor and semi-annually thereafter during the contract period. The records shall be subject to review and random

inspection at any reasonable time upon reasonable notice by the State. Records shall include but are not limited to the following:

- ┆ Documentation on contractors' employees and subcontractor personnel working on this contract showing that they are legal to work in the United States and payroll records.
- ┆ Signed and dated Attestation Forms for your company that have been submitted to the Purchasing Division and Attestation Forms obtained from subcontractor(s).

Note: The contractor shall be required to obtain prior approval to subcontract from the Deputy Commissioner of General Services, Purchasing Division.

By authorized signature on this Invitation to Bid the contractor constitutes signing the Attestation Form for the initial six (6) months of the contract period. The contractor shall be required to submit signed Attestation Forms on a semi-annual basis from the start date of the contract period through to its completion date to the Purchasing Division. Such attestations shall be maintained by the contractor in a permanent file on the vendor premises and made available to State officials upon request. The State of Tennessee provides an "approved Attestation Form" to support the reaffirmation process. The form can be accessed and printed from the internet at http://tn.gov/generalserv/purchasing/for_bidders.html.

34. Federal Economic Stimulus Funding

Federal Economic Stimulus Funding. To the extent it applies to this contract, this Contract requires the Contractor to provide products and/or services that are funded in whole or in part under the American Recovery and Reinvestment Act of 2009, Public Law 111-5, (Recovery Act). The Contractor is responsible for ensuring that all applicable requirements, including but not limited to those set forth herein, of the Recovery Act are met and that the Contractor provides information to the State as required.

The Contractor (and any subcontractor) shall comply with the following:

- a. Federal Grant Award Documents, as applicable.
- b. Executive Office of the President, Office of Management and Budget (OMB) Guidelines as posted at www.whitehouse.gov/omb/recovery_default/, as well as OMB Circulars, including but not limited to A-102 and A-133 as posted at www.whitehouse.gov/omb/financial_offm_circulars/.
- c. Office of Tennessee Recovery Act Management Directives (posted on the Internet at www.tnrecovery.gov).
- d. The subrecipient Contractor, if covered by the Single Audit Act Amendments of 1996 and OMB Circular A-133, agrees to specifically identify Recovery Act expenditures separately for Federal awards under the Recovery Act on the Schedule of Expenditures of Federal Awards (SEFA) and the Data Collection Form (SF-SAC) required by OMB Circular A-133.
- e. The Recovery Act, including but not limited to the following sections of that Act:
 - (1) Section 1604: Disallowable Use. No funds pursuant to this Contract may be used for any casino or other gambling establishment, aquarium, zoo, golf course, or swimming pool.
 - (2) Section 1512: Reporting and Registration Requirements.
 - i. The Contractor must report on use of Recovery Act funds provided through this Contract. Information from these reports will be made available to the public.

ii. The subrecipient Contractor must maintain current registrations in the Central Contractor Registration (www.ccr.gov) at all times during which they have an active Contract funded with Recovery Act funds.

(3) Section 1553: Recovery Act Whistleblower Protections. An employee of any non-Federal employer receiving covered funds under the Recovery Act may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing, including a disclosure made in the ordinary course of an employee's duties, to the Accountability and Transparency Board, an inspector general, the Comptroller General, a member of Congress, a State or Federal regulatory or law enforcement agency, a person with supervisory authority over the employee (or other person working for the employer who has the authority to investigate, discover or terminate misconduct), a court or grand jury, the head of a Federal agency, or their representatives, information that the employee believes is evidence of one or more of the following related to the implementation or use of covered funds:

- i. gross mismanagement,
- ii. gross waste,
- iii. substantial and specific danger to public health or safety,
- iv. abuse of authority, or
- v. violation of law, rule, or regulation (including those pertaining to the competition for or negotiation of a Contract).

Non-enforceability of Certain Provisions Waiving Rights and Remedies or Requiring Arbitration: Except as provided in a collective bargaining agreement, the rights and remedies provided to aggrieved employees by this section may not be waived by any agreement, policy, form, or condition of employment, including any predispute arbitration agreement. No predispute arbitration agreement shall be valid or enforceable if it requires arbitration of a dispute arising out of this section.

Requirement to Post Notice of Rights and Remedies: The Contractor and any subcontractor shall post notice of the rights and remedies as required under Section 1553. (Refer to Section 1553 of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5 located at www.recovery.gov, for specific requirements of this section and prescribed language for the notices.)

(4) Section 902: Access Of Government Accountability Office. The Contractor shall provide that the Comptroller General and his representatives are authorized:

- i. to examine any records of the Contractor or any of its subcontractors, that directly pertain to, and involve transactions relating to, this Contract or a subcontract; and
- ii. to interview any officer or employee of the Contractor or any of its subcontractors regarding such transactions.

(5) Section 1514: Inspector General Reviews. Any inspector general of a federal department or executive agency has the authority to review, as appropriate, any concerns raised by the public about specific investments using such funds made available in the Recovery Act. In addition, the findings of such reviews, along with any audits conducted by any inspector general of funds made available in the Recovery Act, shall be posted on the inspector general's website and linked to the website established by Recovery Act Section 1526, except that portions of reports may be redacted to the extent the portions would disclose information that is protected from public disclosure under sections 552 and 552a of title 5, United States Code.

(6) Section 1515: Access of Offices of Inspector General to Certain Records and Employers. With respect to this Contract, any representative of an appropriate inspector general appointed under section 3 or 8G of the Inspector General Act of 1978 (5 U.S.C. App.), is authorized:

- i. to examine any records, of the Contractor or any of its subcontractors, that pertain to and involve transactions relating or pursuant to this Contract; and

ii. to interview any officer or employee of the Contractor or any subcontractors regarding such transactions.

(7) Section 1606: Wage Rate Requirements. All laborers and mechanics employed by pursuant to this Contract shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code. All rulings and interpretations of the Davis-Bacon Act and related acts contained in 29 CFR 1, 3, and 5 are herein incorporated by reference.

For purposes of this Contract, laborer or mechanic includes at least those workers whose duties are manual or physical in nature (including those workers who use tools or who are performing the work of a trade), as distinguished from mental or managerial. The term laborer or mechanic includes apprentices, trainees, helpers, and, in the case of contracts subject to the Contract Work Hours and Safety Standards Act, watchmen or guards.

(8) Section 1605: Buy American Requirements for Construction Material - Buy American, Use of American Iron, Steel, and Manufactured Goods. None of the funds provided by this Contract may be used for a project for the construction, alteration, maintenance, or repair of a public building or public work unless all of the iron, steel, and manufactured goods used in the project are produced in the United States.

e. The Contractor agrees to comply with any modifications or additional requirements that may be imposed by law and future guidance and clarifications of Recovery Act requirements.

f. If the Contractor enters into one or more subcontracts for any of the services performed under this Contract, each subcontract shall contain provisions specifically imposing on the subcontractor all requirements set forth in this Contract Section Standard Term and Condition 49, "Federal Economic Stimulus Funding."

Special Terms and Conditions

1. F.O.B. Destination (Agency Term Contract)

F.O.B. Point:

Agency Name: Tennessee Department of Revenue

Address: Andrew Jackson Bldg., Suite 1220
500 Deaderick Street
Nashville, TN 37242-1099

2. Term of Contract - Multi-Year

Total Number of Years: 4

Initial Contract Term With 3
Of Renewals

Start Date: January 01, 2011

Initial End Date: December 31, 2011

Final End Date: December 31, 2014

The anticipated effective (start) date and expiration (end) dates of the contract are shown above. If award has not been made by the anticipated effective date, then the contract shall become effective upon the date the bid is accepted and contract awarded by the state, as indicated by the purchasing agent's signature on the contract notice of award (note: the change of effective date may not result in a change of the anticipated expiration date.)

RENEWAL OPTIONS: This contract may be renewed upon satisfactory completion of the initial contract term. The state reserves the right to execute up to the number of renewals options listed above annually under the same terms and conditions for a period not to exceed 12 months each by the state. It is mutually understood and agreed that the state's commitment is limited to a base term contract, not to exceed twelve (12) months, which is subject to renewal annually at the state's sole option.

It is understood and agreed that the state reserves the right to extend the term contract period resulting from this solicitation an additional period of time, not to exceed 180 days beyond the normal expiration date of such contract, upon mutual written agreement by both parties, under the same terms and conditions. Provided, however, in no event shall the maximum term of a contract exceed a total of sixty (60) months.

3. Volume, Multi-Year

The total purchases of any individual item on the contract are not known. The Purchasing Division has attempted to give an accurate estimate of probable purchases of each item from the current contract period and projected estimates for the new contract period. The Purchasing Division does not guarantee that the state will buy any or all estimated amounts of any specified item or any total amount.

Purchases Current Contract Period

New Contract

Estimated Funding New Contract Period

1 st 12 MONTHS	\$ 273,753.00
2 nd 12 MONTHS	\$ 273,753.00
3 rd 12 MONTHS	\$ 273,753.00
4 th 12 MONTHS	\$ 287,439.96

The vendor/contractor will only be paid for products or services rendered hereunder pursuant to purchase order releases issued to vendor/contractor from the state. The vendor/contractor is not entitled to be paid the maximum liability for any one year under the contract or any extensions of the contract for product or service not requested by the state. Maximum liability represents available funds for payment to vendor/contractor and does not guarantee payment of any such funds to the vendor/contractor per year under this contract unless the state requests product or service and vendor/contractor provides said product or service. The state is under no obligation to request product or service from vendor/contractor in any specific dollar amounts per year under this contract and the state may not request any product or service at all from vendor/contractor during the contract period.

4. Bids Requested on Brands Specified

Unit price bids are requested on the brands and models specified.

5. Bid Offer Expiration

Enter the expiration date of your bid offer in the space provided on this Invitation to Bid. A minimum period of thirty (30) days from the bid closing date is requested. The state shall have sixty (60) days to accept the bid if a minimum period is not stated.

6. Delivery Time (On-Time)

The contractor shall be required to maintain or to have available for their own use personnel, equipment, and products sufficient to perform "on-time" as specified in this Invitation to Bid.

7. Freight F.O.B. State Agency (In-House)

All quotations shall be F.O.B. destination. The term F.O.B. shall mean delivered and unloaded in-house or on-site service, with all charges for transportation and unloading prepaid by the vendor/contractor.

8. Fixed Bid Price for Contract Period (No Price Increase Allowed)

Bid prices must be fixed for the term of the contract, except the state shall be advised of and receive the benefit of any price decrease in excess of five (5) percent automatically. The vendor/contractor must provide written price reduction information within ten (10) days of its effective date.

9. Vendor Reporting

Contract vendors will be required to submit annual reports validating contract purchases, including Purchases made by local governments, by period, line item and receiving location. Reports will detail at a minimum the following information:

1. Contract Number
2. Contract Line Item Number
3. Commodity Description
4. Line Item Quantity Purchased

5. Line Item Dollar Amount (Volume) Purchased
Additional report details may be required with a thirty (30) day written notice.
Reports are due at the Purchasing Division Office in the first week of the fourth (4th) quarter of the contract term. Reports must be submitted electronically or by digital appliance in Microsoft Excel format. Semi-annual or quarterly reports may be requested in writing by the Contract Administrator with a thirty (30) day written notice to the vendor.

10. Bidder's Qualification

Bidders must, upon request of the state, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions and specifications. The Assistant Commissioner, Department of General Services, Purchasing Division, reserves the right to make the final determination as to a bidder's ability to perform.

11. Inspection/Facilities

The Purchasing Division may inspect the facilities of any bidder or may require additional information regarding a bidder's ability to perform the proposed contract. Bids may be rejected for lack of apparent ability to perform the proposed contract.

12. Inspection of Materials, Equipment and Products

All materials, equipment, and products are subject to inspection and testing. Items that do not meet specifications will be rejected. Failure to reject upon receipt does not relieve the vendor/contractor of liability. When subsequent tests after receipt are conducted and when such tests reveal damage or failure to meet specifications, the state may seek damages regardless of whether a part or all of the merchandise has been consumed.

13. Bid Rejection

The Purchasing Division reserves the right to reject any bid that contains prices for individual items or services that are inconsistent or unrealistic when compared to other prices in the same or other bids, if such action would be in the best interest of the state.

Errors: Each correction made by the bidder on the bid response must be initialed in ink by each correction. No corrections will be made in pencil. No bid or line item shall be altered or amended after the bid opening. In the case of errors in the extension price, the unit price will govern. Failure to comply with the above may be cause for rejection of part or all of the bid.

14. Single Award

A single contract for all line items will be awarded to the lowest responsive and responsible bidder whose bid meets the requirements and criteria set forth in the Invitation to Bid. Prices shall be calculated as follows: The bidders unit bid price shall be multiplied by the line item quantity to obtain the line item total. If more than one line item is included in the bid document, each line item total shall be added together for a total price for all line items bid. The bidder must bid all line items to be considered for an award.

15. Award Criteria,

An award shall be made to the lowest responsive and responsible bidder considering the following:

Ability to Perform
Conformity to Specifications

16. State Contract Administrator

Questions or problems arising from bid procedures or subsequent order and delivery procedures should be directed to:

State of Tennessee
Department of General Services, Purchasing Division
665 Mainstream Drive
Nashville, TN 37243
Attn: John D. Askins
Phone: 615-253-1855
e-mail: john.askins@tn.gov

17. Purchase Order Releases (Agency Term Contract)

Orders for products or services that are included on agency term contracts shall be prepared by agencies on Departmental Purchase Release Orders and forwarded to the vendor/contractor. These purchase orders, when received by the vendor/contractor, serve as authorization for shipment of product(s) or start of service.

Billing Instructions:

The vendor/contractor shall invoice the state only after product has been received by the user agency or upon completion of the service described in the purchase order/contract, unless otherwise authorized in writing by the user agency and as required below prior to any payment.

The contractor shall submit an invoice, with all necessary supporting documentation, to the state agency billing address. Such invoice shall clearly and accurately detail the following required information:

1. Invoice/reference number; (assigned by the contractor);
2. Invoice date;
3. Contract and/or purchase order number; (assigned by the state);
4. Account name;
5. Procuring state agency and division name;
6. Account/customer number (uniquely assigned by the vendor/contractor);
7. To the above-referenced account name;
8. Contractor name;
9. Contractor Identification Number; (as referenced in the contract);
10. Contractor contact (name, phone, and/or fax for the person to contact with billing questions);
11. Contractor remittance address;
12. Description of delivered product(s) or service; and
13. Total amount due for delivered product(s) or service.

The contractor understands and agrees that the invoice shall:

- ┆ Include only charges for service described in contract or Purchase Order and in accordance with payment terms and conditions set forth in the contract or purchase order;
- ┆ Not include any future work but will only be submitted for completed service, unless otherwise authorized in writing by the user agency; and
- ┆ not include sales tax or shipping charges (unless otherwise stipulated in the contract or purchase order).

Payment: The contractor agrees that timeframe for payment (and any discounts) begins when the state is in receipt of a correct invoice meeting the minimum requirements above. It shall be the responsibility of the "bill to" agency to make payment in accordance with the Prompt Payment Act of 1985. Any questions concerning payment should be addressed to the "bill to" agency and not to the Purchasing Division.

18. Contract Cancellation

Termination for Convenience: The State may terminate this contract without cause. Said termination shall not be deemed a breach of contract by the State. The State shall give the vendor/contractor at least ninety (90) days written notice before the effective cancellation date.

The vendor/contractor shall be entitled to receive compensation for product(s) shipped or services satisfactorily completed as of the cancellation date, but in no event shall the state be liable to the vendor/contractor for compensation for any product(s) or services which have not been rendered.

Upon such termination, the vendor/contractor shall have no right to any actual general, special, incidental, consequential, or any other claims whatsoever of any description or amount.

Termination for Cause: If the vendor/contractor fails to fulfill its obligations under this contract in a timely or proper manner, or if the vendor/contractor violates any terms of this contract, the State shall have the right to immediately terminate the contract upon written notice of intent to cancel. The State shall have the right to withhold payment 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.

At the end of any fiscal year any contract may be canceled by the state without notice, in the event that funds to support the contract become unavailable.

The vendor/contractor will be required to honor all purchase orders that were prepared and dated prior to the date of the termination, if received by the vendor/contractor within a period of thirty (30) days following the date of cancellation.

19. Subcontracting: Responsibilities and Liabilities, Bond Required if Subcontracting

Based on Tennessee Code Annotated 12-4-201, the vendor/contractor shall not enter into any subcontract for services, prior to or following award, without the written consent of the Deputy Commissioner, Department of General Services, Purchasing Division. It is also understood and agreed that no contract may be assigned, sublet, or transferred without the written consent of the Assistant Commissioner, Department of General Services, Purchasing Division. The awarded vendor/contractor is responsible for work, service, performance, injuries of employees and payment to the subcontractor.

The subcontractor shall be required to register with Purchasing Division and provide proof of insurance in accordance with the insurance term and condition, if insurance is required.

All anticipated or actual costs incurred for subcontracting must be included in the bid price per line item. The vendor/contractor can only invoice for actual bid prices per line item; regardless of how much it has agreed to pay the subcontractor.

The successful bidder(s) will be required to furnish a Labor and Material Surety Bond issued by a surety company licensed to do business in the State of Tennessee in the amount of twenty-five (25) % of the total contract amount. The Labor and Material Surety Bond shall be issued by a surety company licensed to do business in the State of Tennessee or an Irrevocable Letter of Credit from a state or national bank or state or federal savings and loan association having its principal office in Tennessee; or any state or national bank or state or federal savings and loan association that has its principal office outside this state and that maintains one (1) or more branches in this state which are authorized to accept federally insured deposits may be accepted by the Purchasing Division in lieu of a performance bond. The terms and conditions of any letter of credit shall be subject to the approval of the public official named in the contract. The form of such letter of credit shall be provided by the bank or savings and loan association and may be based on either the uniform commercial code, Tennessee Code Annotated, Title 47, Chapter 5, or the ICC Uniform Customs and Practice for Documentary Credits (UPC 500). All letters of credit shall be accompanied by an authorization of the contractor to deliver retained funds to the bank issuing the letter.

The Labor and Material Surety Bond or Irrevocable Letter of Credit shall be furnished to the Purchasing Division within ten (10) business days after the request. The Labor and Material Surety Bond or Irrevocable Letter of Credit will insure that the contractor will pay for all labor and materials used by the contractor, or any immediate or remote subcontractor under the contractor, in such contract, in lawful money of the United States.

In the event that the Bidder does not indicate that they would be subcontracting and therefore no bond was received, the state reserves the right to request a Labor and Material Surety Bond from the vendor/contractor in the event that a subcontractor submits a claim against the vendor/contractor's surety bond to the Purchasing Division due to non-payment. If requested, the vendor/contractor will be required to submit a Labor and Material Surety Bond in the amount specified in the request letter within ten (10) business days.

The bidder shall be required to initial beside the correct response to qualify for award:

20. Specifications Govern Over Brand Names Listed

The acceptable brands and model numbers are believed to meet all written specifications; however, if an error exists, the specifications will govern.

21. Service Contracts: Conflict 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.

**STATE OF TENNESSEE
DEPARTMENT OF GENERAL SERVICES
PURCHASING DIVISION**

INVITATION TO BID

The following shall be completed by the bidder. The following is a list of acceptable responses:

1. The bidder can copy the document to their computer, fill out the form and re-attach it to the bid.
2. The bidder can attach or send its company's diversity business policies with the bid.
3. The bidder can attach or send responses to the questions and Section 1-MBE Information and the detailed MBE/WBE/SBE Utilization Plan with the bid.

EFFORTS TO ACHIEVE DIVERSITY BUSINESS ENTERPRISE PARTICIPATION

The Governor, in an effort to expand economic opportunities for small businesses and businesses owned by minorities and women in Tennessee, issued Executive Order Number 14 on December 8, 2003, which created the Governor's Office of Diversity Business Enterprise (Go-DBE). In 2004, to further facilitate the State's efforts to promote greater participation by minority owned, woman owned and small businesses in its procurement and contracting opportunities, the General Assembly passed legislation amending Tennessee Code Annotated 12-3-801 through 808 establishing the "Tennessee Minority Owned, Woman Owned and Small Business Procurement and Contracting Act." To coordinate this effort, Go-DBE and the Department of General Services' Purchasing Division have implemented the following procedure:

The vendor or prime contractor should contact appropriate sources within its geographic area to identify qualified minority owned, woman owned and small businesses for this purpose. If needed, the Governor's Office of Diversity Business Enterprise can provide a list of minority owned, woman owned and small businesses who provide an array of services or a vendor may advertise in a newspaper with one or more wide-circulation publications to enhance the solicitation of proposals from minority owned, woman owned and small businesses.

To assist you in your effort to seek and solicit the participation of minority owned, women owned or small businesses on this solicitation, a directory of certified Diversity Business Enterprise firms may be found on the State's website at: <http://www.tennessee.gov/businessopp/regdivcomp.html>; or by calling the Governor's Office of Diversity Business Enterprise toll free at 866-894-5026. If you are currently utilizing a minority owned, women owned or small business that is not listed in the State's directory, please provide its company name, address and telephone number in the space provided. We will assist them in registering with the Governor's Office of Diversity Business Enterprise.

Please complete the attached form and include all pertinent documentation regarding your company's efforts to achieve diversity business participation. This information must be submitted with the bid document and monthly thereafter until a reasonable level of diversity business participation is achieved.

GOOD FAITH EFFORTS UNDERTAKEN BUT NOT LIMITED TO THE FOLLOWING ACTIONS
(PROVIDE SPECIFIC DOCUMENTATION FOR EACH EFFORT CHECKED)

- 1) ___ Contacted diversity businesses that reasonably could have been expected to submit a quote and that were known to the contractor or available on the Go-DBE Directory. (Provide a list of minority, women, and small businesses contacted. Indicate whether diversity business responded or followed up to your solicitation request.)
- 2) ___ Make the specifications and requirements of this procurement available for review by prospective diversity businesses at least ten (10) days before the bid or proposals are due.
- 3) ___ If possible, breaking down or combining elements of work into economically feasible units to facilitate diversity business participation.
- 4) ___ Work with minority, women and small business trades, community organizations, or minority, women or small business organizations identified by Go-DBE to obtain diversity businesses participation, whenever possible.
- 5) ___ If possible, provide assistance in getting required bonding or insurance or providing alternatives to bonding or insurance for diversity business subcontractors.
- 6) ___ Negotiate in good faith with interested diversity businesses and not reject them as unqualified without sound reasons based on lack of qualification should have the reasons documented in writing.
- 7) ___ If possible, provide assistance to an otherwise qualified diversity business in need of equipment, loan capital, lines of credit, or joint pay agreements to secure loans, supplies, or letters of credit, including waiving credit that is ordinarily required. Assisted diversity businesses in obtaining the same unit pricing with the bidder's suppliers in order to help diversity businesses in establishing credit.
- 8) ___ If possible, negotiate joint venture and partnership arrangements with diversity businesses in order to increase opportunities for diversity business participation on this procurement.
- 9) ___ If possible, provide quick pay agreements and policies to enable diversity businesses and suppliers to meet cash-flow demands.
- 10) ___ Other effort. (Please provide details of efforts made to obtain diversity participation on the procurement).

SECTION 1 - MBE INFORMATION: In order to achieve the Diversity Business participation, certified **MINORITY-OWNED, WOMEN-OWNED AND SMALL-OWNED BUSINESSES** are expected to participate in the following manner.

MBE/WBE/SBE Firm	Description of Work (MBE/WBE/SBE)	Projected Contract Amount and Award Date	Contract Schedule Start Date	Contract Payment Schedule	Project Completion Date
Name: Address: City: State/Zip Code: Telephone No.					
Name: Address: City: State/Zip Code: Telephone No.					
Name: Address: City: State/Zip Code: Telephone No.					

CONSULTANT/CONTRACTOR DETAILED MBE/WBE/SBE UTILIZATION PLAN

Consultant/Contractor Name:		
Invitation to Bid/Contract Number:		Bid Date:
Address:	City:	State: Zip Code:
Official Authorized Signature:		Title:
Project Owner Name:		Project No.
Address:	City:	State: Zip Code:
Authorized Representative:		Title:
Contract Description: (Brief Description of Project)		

PROJECTED MBE/WBE/SBE BID SUMMARY

	%	Amount		Amount
1. Total Dollar Value of the Contract	100%	\$	5. Total MBE Dollar Amount Met	\$
2. MBE Goal Applied to the Contract	____%	\$	6. Total WBE Dollar Amount Met	\$
3. WBE Goal Applied to the Contract	____%	\$	7. Total MBE Dollar Amount	\$
4. MBE/WBE Combined Totals	____%	\$	8. Total WBE Dollar Amount Unmet	\$

Go-DBE PROGRAM USE ONLY

		Date Approved	Date Disapproved	Initials
MBE (%)	EEO-Minorities (%)			
WBE (%)	EEO-Female (%)			

Event Analysis

Event ID	34701-000002080
Event Name	Zylex and Motor Fuel Tracking Software Support
Start Time	11/04/2010 08:15 AM CDT
Finish Time	11/08/2010 04:30 PM CDT

Report Date: 07/10/2014 11:10 AM CDT

Event Currency: US Dollar

Bids Allowed in Other Currency: No

Factor General Score into Line Score: No

Included Bids: All

Highlight Delta Response: No

Line Details

Line: 1	#NAME?	Line Quantity: 36	Weighting: 25.00%	Line Bid Quantity: 36	Total Line Bid Amount: 624947.70	Total Line Score: 100
Description: Software Support and Maintenance, (Zylex Government Solution, 4.3 or new 5.0 Version) Licensing Fee, Location: Revenue, Audit-Motor Fuel, 500 Deaderick St., 7th Floor, Andrew Jackson State Office Bldg., Nashville, TN 37242, Year 1-3						
Bid Required: Yes Reserve Price: No						
Unit of Measure: MO						
Minimum Quantity: 0						
Award By Percent: N/A						
Conversion Rate: N/A						
Bid Unit of Measure: MO						
Award Quantity: 0						
Minimum Quantity: 0						
Unit Bid Price: 17359.66						
Score: 100						
Price Details						
Worst 17359.67						
Weighting 100.00%						
Unit Bid Price: 17359.66						
Score: 100						
Quantity Details						
Requested						
Minimum Quantity: 0						
Unit of Measure: MO						

Line: 2	#NAME?	Line Quantity: 36	Weighting: 25.00%	Line Bid Quantity: 36	Total Line Bid Amount: 196310.88	Total Line Score: 100
Description: Motor Fuel Tracking (Cross Matching) System Maintenance and Support, Location: Revenue, Audit-Motor Fuel, 500 Deaderick St., 7th Floor, Andrew Jackson State Office Bldg., Nashville, TN 37242, Year 1-3						
Bid Required: Yes Reserve Price: No						
Unit of Measure: MO						
Minimum Quantity: 0						
Award By Percent: N/A						
Conversion Rate: N/A						
Bid Unit of Measure: MO						
Award Quantity: 0						
Minimum Quantity: 0						
Unit Bid Price: 5453.08						
Score: 100						
Price Details						
Worst 5453.08						
Weighting 100.00%						
Unit Bid Price: 5453.08						
Score: 100						
Quantity Details						
Requested						
Minimum Quantity: 0						
Unit of Measure: MO						

Line: 3	#NAME?	Line Quantity: 12	Weighting: 25.00%	Line Bid Quantity: 12	Total Line Bid Amount: 218731.92	Total Line Score: 100
Description: Software Support and Maintenance, (Zylex Government Solution, 4.3 or new 5.0 Version) Licensing Fee, Location: Revenue, Audit-Motor Fuel, 500 Deaderick St., 7th Floor, Andrew Jackson State Office Bldg., Nashville, TN 37242, Year 4						
Bid Required: Yes Reserve Price: No						
Unit of Measure: MO						
Minimum Quantity: 0						
Award By Percent: N/A						
Conversion Rate: N/A						
Bid Unit of Measure: MO						
Award Quantity: 0						
Minimum Quantity: 0						
Unit Bid Price: 18227.67						
Score: 100						
Price Details						
Worst 18227.67						
Weighting 100.00%						
Unit Bid Price: 18227.66						
Score: 100						
Quantity Details						
Requested						
Minimum Quantity: 0						
Unit of Measure: MO						

Line: 4	#NAME?	Line Quantity: 12	Weighting: 25.00%	Line Bid Quantity: 12	Total Line Bid Amount: 66707.92	Total Line Score: 100
Description: Motor Fuel Tracking (Cross Matching) System Maintenance and Support, Location: Revenue, Audit-Motor Fuel, 500 Deaderick St., 7th Floor, Andrew Jackson State Office Bldg., Nashville, TN 37242, Year 4						
Bid Required: Yes Reserve Price: No						
Unit of Measure: MO						
Minimum Quantity: 0						
Award By Percent: N/A						
Conversion Rate: N/A						
Bid Unit of Measure: MO						
Award Quantity: 0						
Minimum Quantity: 0						
Unit Bid Price: 5725.66						
Score: 100						
Price Details						
Worst 5725.66						
Weighting 100.00%						
Unit Bid Price: 5725.66						
Score: 100						
Quantity Details						
Requested						
Minimum Quantity: 0						
Unit of Measure: MO						

Line Details						
Worst 5725.66						
Weighting 100.00%						
Unit Bid Price: 5725.66						
Score: 100						
Quantity Details						
Requested						
Minimum Quantity: 0						
Unit of Measure: MO						
Award By Percent: N/A						
Conversion Rate: N/A						
Bid Unit of Measure: MO						
Award Quantity: 0						
Minimum Quantity: 0						
Unit Bid Price: 5725.66						
Score: 100						
Price Details						
Worst 5725.66						
Weighting 100.00%						
Unit Bid Price: 5725.66						
Score: 100						
Quantity Details						
Requested						
Minimum Quantity: 0						
Unit of Measure: MO						

Event Analysis

PeopleSoft Strategic Sourcing

Event ID	Format	Type	Round	Version
34701-000002080	Buy	RFX	1	1
Event Name				
Zytax and Motor Fuel Tracking Software Support				
Start Time		Finish Time		
11/04/2010 08:15 AM CDT		11/09/2010 04:30 PM CDT		

Report Date: 07/10/2014 11:10 AM CDT

Event Currency: US Dollar

Bids Allowed in Other Currency: No

Factor General Score into Line Score: No

Included Bids: All

Highlight Delta Response: No

Terms & Conditions

1. The undersigned acknowledges that all submitted information and documentation will become the property of the state of Tennessee. The undersigned also affirms that the information given above is true, accurate, and includes pertinent information necessary to identify and explain the operation of this organization to the best of my knowledge and is in no way misleading.

2. Should any data change in the future, the Supplier agrees to immediately submit the correct information electronically through the state's Supplier Portal or the information will be submitted in writing and mailed to one of the following addresses:

If the supplier is actively bidding but has not yet been awarded a purchase order or contract, please submit changes to the following address:

Tennessee Department of General Services

Purchasing Division

3rd Floor Tennessee Tower

Nashville, TN 37243

If the supplier is currently doing business with the state please submit changes to the following address:

Department of Finance and Administration

ATTN: Vendor Maintenance

Division of Accounts

14th Floor Tennessee Tower

Nashville, TN 37243

3. No person on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal and/or Tennessee State constitutional and/or statutory law shall be excluded from participation in, or denied benefits of, or be otherwise subjected to discrimination in the performance of the Contract or in the employment practices of the Contractor. The Contractor shall, upon request, show proof of such non-discrimination, and shall post in conspicuous places, available to employees and applicants, notices of non-discrimination.

4. The undersigned acknowledges that all submitted information and documentation will become the property of the state of Tennessee. The undersigned also affirms that he/she is a legal citizen of the United States or Permanent Resident Alien and that the information given above is true, accurate, and includes pertinent information necessary to identify and explain the operation of this organization to the best of my knowledge and is in no way misleading.

Last Updated: 06/11/2009 11:54 AM CDT

Event Analysis

PeopleSoft Strategic Sourcing

Event ID	Format	Type	Round	Version
34701-0000002080	Buy	RFx	1	1
Event Name				
Zytax and Motor Fuel Tracking Software Support				
Start Time		Finish Time		
11/04/2010 08:15 AM CDT		11/08/2010 04:30 PM CDT		

Report Date: 07/10/2014 11:10 AM CDT

Event Currency: US Dollar

Bids Allowed in Other Currency: No

Factor General Score into Line Score: No

Included Bids: All

Highlight Delta Response: No

Event Description

This is a sole source agency multi-year (4) contract for the renewal, support, maintenance and licensing for Zytax Government Solution Software and the Motor Fuel Tracking System software.

If the Review and bid on this event link included in the e-mail notification does not work, please go to http://state.tn.us/generalserv/purchasing/for_bidders.html

Click on the link that says Bid Opportunities in Edison.

General Comments

- 09-08-10 Reviewed requisition. Concur with sole source due to Zytax, Inc. is the sole provider for support and maintenance of the Zytax Government Application and Motor Fuel Tracking System. Vendor sole source letter and Diversity statement are not signed. E-mail was sent to agency to these signed. Waiting on Commissioner-to-Commissioner letter. Approving file pending the receipt of signed documents and Commissioner letter. Assigned to John Askins. Mark L. McKeel

- ZYTAX 4 YEAR CONTRACT PREVIOUS CONTRACTS - #6610 (SOFTWARE MAINTENANCE) & #4547 (MOTOR FUEL TRACKING)

- 10/06/10 Created Event 2080, attaching sole source documents, forwarding file for sole source approval, John Askins.

- 10/07/10 attaching Terms and Conditions and forwarding to supervisors for review and approval, John Askins.

- 09-08-10 Reviewed requisition. Concur with sole source due to Zytax, Inc. is the sole provider for support and maintenance of the Zytax Government Application and Motor Fuel Tracking System. Vendor sole source letter and Diversity statement are not signed. E-mail was sent to agency to these signed. Waiting on Commissioner-to-Commissioner letter. Approving file pending the receipt of signed documents and Commissioner letter. Assigned to John Askins. Mark L. McKeel

- ZYTAX 4 YEAR CONTRACT PREVIOUS CONTRACTS - #6610 (SOFTWARE MAINTENANCE) & #4547 (MOTOR FUEL TRACKING)

- 09-08-10 Reviewed requisition. Concur with sole source due to Zytax, Inc. is the sole provider for support and maintenance of the Zytax Government Application and Motor Fuel Tracking System. Vendor sole source letter and Diversity statement are not signed. E-mail was sent to agency to these signed. Waiting on Commissioner-to-Commissioner letter. Approving file pending the receipt of signed documents and Commissioner letter. Assigned to John Askins. Mark L. McKeel

- 10-26-10 Reviewed requisition. Requisition was revised to delete Year 5 language due to this is a 4-year contract.. Changes have been made. Assigned to John Askins. Mark L. McKeel

- RESUBMIT - CHANGE REQUESTED BY GS PURCHASING - ZYTAX 4 YEAR CONTRACT PREVIOUS CONTRACTS - #6610 (SOFTWARE MAINTENANCE) & #4547 (MOTOR FUEL TRACKING)

- 10/26/10 Corrections made as instructed, forwarding file to Purchasing consultant and comptroller for review and approval, John Askins.

- 11/03/10 File returned from comptroller approved, posting for ITB, John Askins.

- 11/10/10, Bid opened as of 11/09, unable to retrieve bid analysis or the pdf., bid analysis on a line by line basis is within requisition estimates, buyer recommends award to sole source vendor Zytax Inc., John Askins.

- 10-13-10 Reviewed Event terms and conditions, and bid factors. The following changes need to be made to the terms and conditions: 1. This is a four (4) year contract. Final End Date needs to be changed to December 31, 2014. 2. Need to move terms T165 and T252 (Vendor Reporting) under term T165. 3. Add term T345 (see spec# 7). 4. Remove "T415" from "Award Criteria" header. 5. Add terms Clean-up, Damages, HIPAA1, and On-site Inspection. The following change needs to be made to the bid factors: 1. Delete DELIVERY_TIME.

- 11-10-10 Concur with award to sole source vendor Zytax, Inc. as noted by Buyer. Since the buyer was not able to retrieve the bid analysis or the .pdf bid analysis on a line by line basis, the bid is within the requisition estimates. No exceptions could be found in the attachments that vendor sent in. No C/I required due to all updates, upgrades and changes will be done remotely, CD, or internet. Forwarding to Purchasing Consultant, Sharon Pope, for review and approval of award. Mark L. McKeel

- 11/2/10, Mary Anne Queen, Comptroller's Office - Approved.

- 10/18/10 - Draft reviewed, concur with request for sole source to Zytax as are the sole provided for the Government Application and Motor Fuel Tracking System. This approval is pending the approval of DGS legal and DGS Commissioner. Buyer needs to complete the following: Correct initial end date to read December 31, 2011 Buyer to add verbiage to comments stating that funding come from the agency... Add insurance term only if vendor is coming on site Bid factors Leave in delivery if agency is making multiple PO requests. Review specifications there are many issues that need to be resolved before the event can be posted. Forwarding file to S Pope for review and approval. Robin Dieterich

- 10/26/10 - Draft reviewed, all changes have been made. Concur with request for sole source to Zytax as are the sole provided for the Government Application and Motor Fuel Tracking System. DGS legal and DGS Commissioner approved sole source on 10/18/10 Forwarding file to Comptroller for review and approval. Sharon Pope

Bidder Name: Zy Tax Inc
Event Version: 1

Bid Number: 1
 Total Bid Amount: 1108698.48
 Total Event Score: 100
 Total Header Score: 0
 Award By Percent:

Response: 51
 Score: 0

Response: Yes
 Score: 100

Response: 0
 Score: 100

General Questions

General Weighting: 0.00%

Question	UOM	Best	Worst	Weighting
Please enter the number of days that your bid offer will expire from the bid opening date: Bid Factor Response Required: Yes Ideal Response Required: No		0	0	0.00%
I have read and understand the mailing instructions for bids Bid Factor Response Required: Yes Ideal Response Required: Yes			Yes	0.00%
How many days after receipt of purchase order will it take you to deliver this item? Bid Factor Response Required: Yes Ideal Response Required: No		0	0	0.00%

All bidders are required to have an adequate service organization for which the bid is applicable. Enter the name, address, telephone, pager or cell phone and fax number, email address, and area of responsibility for each service representative in the spaces provided below. (Attach additional sheet if necessary) Please be sure to include the following information: List the Service Organization: List the Service Organizations Address: List the Area(s) in TN that the Service Organization will Service: List the Service Organizations Phone Number: List the Service Organizations Toll Free Number: List the Service Organizations Pager or Cell Phone: List the Service Organizations Fax Number: List the Service Organizations Email Address: List the Service Organizations Website:

Bid Factor Response Required: Yes

Ideal Response Required: No

0.00%

please see add comments and attachments

Response:

Score: 0

Technical Assistance Enter the name, address, and telephone number of the technician or service representative in the space provided below. List the Name of the Technician/Service Representative List the Technician/Service Representative Address List the Technician/Service Representative Phone Number List the Technician/Service Representative Toll Free Phone Number List the Technician/Service Representative Pager or Cell Number List the Technician/Service Representative Email Address List the Technician/Service Representative Website

Bid Factor Response Required: Yes

Ideal Response Required: No

0.00%

please see add comments and attachments

Response:

Score: 0

Please list the following information regarding your company's contract administrator. List the Contract Administrator's Name List the Contract Administrator's Address List the Contract Administrator's Phone Number List the Contract Administrator's Toll Free Phone Number List the Contract Administrator's Pager or Cell Number List the Contract Administrator's Email Address List the Contract Administrator's Website

Bid Factor Response Required: Yes
Ideal Response Required: No

0.00%

please see add comments and attachments

Response:

Score: 0

The bidder shall indicate whether or not they plan to sub-contract: No: The bidder does not anticipate using a sub-contractor at this time and agrees to submit a request to subcontract during the contract period prior to using a subcontractor. Yes: The bidder shall list the subcontractor(s). Attach list of additional subcontractors to the bid, including the following for each subcontractor. List the Sub-Contractor's Name List the Sub-Contractor's Address List the Sub-Contractor's Contact Person List the Sub-Contractor's Phone Number

Bid Factor Response Required: Yes
Ideal Response Required: No

No

0.00%

No

Response:

Score: 100

Please enter the percentage discounted for prompt payment, if offered: Note: Cash Discount for prompt payment if made within thirty (30) days. Payment terms for less than thirty (30) days will not be considered in evaluation process.

Bid Factor Response Required: Yes
Ideal Response Required: No

0 0

0.00%

0

Response:

Score: 100

Within the past five years has your firm, any affiliate, any predecessor company or entity, owner, director, officer, partner or proprietor been the subject of: A. An indictment, judgment, conviction, or a grant of immunity, including pending actions, for any business related conduct constituting a crime under local, state or federal law? Note: If answering "yes" ", describe using additional pages and attach to this bid.

No

0.00%

Response:

No

Score:

100

Bid Factor Response Required: Yes

Ideal Response Required: No

Within the past five years has your firm, any affiliate, any predecessor company or entity, owner, director, officer, partner or proprietor been the subject of: B. A federal, state, or local government suspension or debarment, rejection of any bid or disapproval of any proposed subcontract, including pending actions, for lack of responsibility, denial or revocation of prequalification or a voluntary exclusion agreement? Note: If "yes", describe using additional pages and attach to the bid.

No

0.00%

Response:

No

Score:

100

Bid Factor Response Required: Yes

Ideal Response Required: No

Within the past five years has your firm, any affiliate, any predecessor company or entity, owner, director, officer, partner or proprietor been the subject of: C. Any federal or state determination of a violation of any public works law or regulation, or labor law or regulation, or HIPAA, or any OSHA violation deemed "serious or willful?" Note: : If "yes", describe using additional pages and attach to the bid.

No

0.00%

Response:

No

Score:

100

Bid Factor Response Required: Yes

Ideal Response Required: No

Within the past five years has your firm, any affiliate, any predecessor company or entity, owner, director, officer, partner or proprietor been the subject of: D. A federal, state, or local government suspension or revocation of any occupational or professional license, certificate, registration or permit, or the voluntary submission of same in connection with any governmental disciplinary action, or the governmental imposition of a civil penalty or fine?
Note: If "yes", describe using additional pages and attach to the bid.

No

0.00%

No
Response:
Score: 100

Bid Factor Response Required: Yes

Ideal Response Required: No

I (we) agree to strictly abide by all the statutes and terms contained in the rules of the Department of General Services, Purchasing Division which are by reference made a part hereof, in addition to the special terms, conditions and specifications embodied in the invitation to bid. **IMPORTANT:** By Selecting YES, the bidder certifies compliance with the above and further certifies that this bid is made without collusion or fraud.

Yes

0.00%

Yes
Response:
Score: 100

Bid Factor Response Required: Yes

Ideal Response Required: Yes

Specification for Zytax Motor Fuel Software

1. Vendor to provide toll-free telephone or e-mail support service for the motor fuel EDI system developed by Zytax, Inc. for the State of Tennessee, Department of Revenue.

Telephone Number: 920-617-7641

E-mail Address: tim.blaney@zytax.com

2. Response time for support: Vendor will respond within twenty-four (24) hours of initial call via telephone. The issues in question will be discussed and an estimated timeline for resolution will be worked out and agreed upon between the agency and the vendor.
3. Support service will be provided during normal business hours of 8:00 AM CST to 4:30 PM CST, Monday through Friday, excluding legal State holidays.
4. Zytax will provide to Tennessee Department of Revenue all scheduled version Upgrades, error resolutions and software patches over the time period covered by this contract at no additional cost. Upgrades, and software patches will be distributed via vendor secure FTP Site or in a manner agreed upon by vendor and the Department of Revenue.
5. Zytax will provide upgrades to the Tennessee Department of Revenue software due to any legislative changes to tax rates, etc. at no additional cost to the State of Tennessee, Department of Revenue.