

**CONTRACT #15**  
**RFS # 317.01-13407**  
**Edison # 11063**

**Finance and Administration**  
**Enterprise Resource Planning**  
**(ERP)**

**VENDOR:**  
**AssetWorks, Inc.**



**STATE OF TENNESSEE**  
**DEPARTMENT OF FINANCE AND ADMINISTRATION**  
**ENTERPRISE RESOURCE PLANNING DIVISION**  
**312 ROSA PARKS AVENUE**  
**NASHVILLE, TENNESSEE 37243**  
**(615) 253-2978**  
**FAX (615) 253-2980**

LARRY B. MARTIN  
COMMISSIONER

SANDY GRAF  
DIRECTOR

**MEMORANDUM**

TO: Leni S. Chick, Contract and Audit Coordinator

FROM: Sandy Graf, Edison Director

DATE: April 15, 2016

SUBJECT: Summary Letter for AssetWorks LLC Amendment

Please find attached, for the Fiscal Review Committee's consideration, documentation of an Amendment request for Contract # 11063 (previously STARS Contract # FA-07-16895-00) with AssetWorks LLC. As outlined in the Amendment documentation, the amendment extends the software agreement by outlining the specific costs for five years of software maintenance. At the outset of the ERP project, the sponsors anticipated that the investment in software would be a multi-year commitment and it would be cost prohibitive to re-implement another vendor's product after five years. The terms of this amendment are to continue ongoing technical support, maintenance, and software upgrades for the next five years.

The amendment adds funding to the maximum contract liability for ongoing software license and support as set forth in the contract implemented with Edison. Additionally, this amendment provides the option for 1) a potential increase of 500 Fleet Assets (vehicles) and the associated maintenance on those increased assets and 2) the addition of three modules (accident tracking, ad hoc query development, and screen design capability) in the Fleet system.

The Department of Finance and Administration respectfully requests to be placed on the agenda to present this request at the next Fiscal Review Committee meeting.

Please let me know if you need additional information. Thank you.

SG

Supplemental Documentation Required for  
Fiscal Review Committee

*Contact Name:	Sandy Strickland Blackwell	*Contact Phone:	615-253-2798		
*Presenter's name(s):	Sandy Graf				
Edison Contract Number: <i>(if applicable)</i>	11063	RFS Number: <i>(if applicable)</i>			
*Original or Proposed Contract Begin Date:	07/25/2006	*Current or Proposed End Date:	06/30/2016		
Current Request Amendment Number: <i>(if applicable)</i>	03				
Proposed Amendment Effective Date: <i>(if applicable)</i>	07/01/2016				
*Department Submitting:	Finance and Administration				
*Division:	Enterprise Resource Planning				
*Date Submitted:	04/15/2016				
*Submitted Within Sixty (60) days:	Yes				
<i>If not, explain:</i>					
*Contract Vendor Name:	AssetWorks LLC.				
*Current or Proposed Maximum Liability:	\$4,943,330.26				
*Estimated Total Spend for Commodities:					
<b>*Current or Proposed Contract Allocation by Fiscal Year: (as Shown on Most Current Fully Executed Contract Summary Sheet)</b>					
FY: 2007	FY: 2008	FY: 2009	FY: 2010	FY: 2011	FY: 2012
\$1,817,950.00	\$298,000.00	\$298,000.00	\$303,000.00	\$308,000.00	\$383,676.06
FY: 2013	FY: 2014	FY: 2015	FY: 2016	FY:	FY:
\$383,676.05	\$383,676.05	\$383,676.05	\$383,676.05		
<b>*Current Total Expenditures by Fiscal Year of Contract: (attach backup documentation from Edison)</b>					
FY: Prior to 2016	FY: 2016	FY:	FY:	FY:	
\$4,378,390.00	\$351,146.40				
<b>IF</b> Contract Allocation has been greater than Contract Expenditures, please give the reasons and explain where surplus funds were spent:			The yearly contract allocations above were an estimate.		
<b>IF</b> surplus funds have been carried forward, please give the reasons and provide the authority for the carry forward provision:			State funds were used from the Systems Development fund, which all carry forward until spent. Interdepartmental funds are from an internal service fund which closes each year		

Supplemental Documentation Required for  
Fiscal Review Committee

		to fund balance.	
<b>IF</b> Contract Expenditures exceeded Contract Allocation, please give the reasons and explain how funding was acquired to pay the overage:		Contract expenditures have not exceeded the contract maximum liability.	
<b>*Contract Funding Source/Amount:</b>			
State:	\$2,409,500.00	Federal:	
<i>Interdepartmental:</i>	\$2,533,830.26	<i>Other:</i>	
If “ <i>other</i> ” please define:			
If “ <i>interdepartmental</i> ” please define:		Agencies using the Fleet and Plant software applications are billed on a transactional basis as part of the monthly Edison billing cycle.	
Dates of All Previous Amendments or Revisions: <i>(if applicable)</i>		Brief Description of Actions in Previous Amendments or Revisions: <i>(if applicable)</i>	
Amendment 01 – March 2009		Changed Name	
Amendment 02 – July 2011		Extended Contract for Five Years; Added Enhancement Funds	
Method of Original Award: <i>(if applicable)</i>		RFP 317.03-134 – Alternative Competitive Procurement	
*What were the projected costs of the service for the entire term of the contract prior to contract award? How was this cost determined?		N/A – This contract was part of original ERP offering. This amendment covers ongoing technical support, maintenance, and any software upgrades.	
*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.		At the outset of the ERP project, the sponsors anticipated that the investment in software would be a multi-year commitment and it would be cost prohibitive to re-implement another vendor’s product after five years. The terms of this amendment are to continue ongoing technical support, maintenance, and software upgrades for the five years.	

**5 Year**

Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
Prior to FY 2016	\$2,409,500.00		\$2,175,643.86		\$4,585,143.86
2016	0		\$358,186.40		\$358,186.40
2017	0		\$431,205.13		\$431,205.13
2018	0		\$361,929.07		\$361,929.07
2019	0		\$366,719.16		\$366,719.16
2020	0		\$371,576.31		\$371,576.31
2021	0		\$376,501.46		\$376,501.46
<b>TOTAL:</b>	<b>\$2,409,500.00</b>		<b>\$4,441,761.39</b>		<b>\$6,851,261.39</b>

\$6,851,261.39

	Contract Summary Sheet	Actual Spend	Prior to FY 2016	2016
2007	1,817,950.00	1,788,000.00	4,378,390.00	
2008	298,000.00	298,000.00		
2009	298,000.00	298,000.00		
2010	303,000.00	327,500.00		
2011	308,000.00	312,000.00		
2012	383,676.06	350,070.00		
2013	383,676.05	349,500.00		
2014	383,676.05	326,260.00		
2015	383,676.05	329,060.00		
2016	383,676.05	358,186.40		351,146.40
	4,943,330.26	4,736,576.40		

Contract Spend	
Initial Software Payment 1	
2007 -- M5	245,000.00
Initial Software Payment 1	
-- Aim	500,000.00
Initial Software Payment 2	
-- M5	245,000.00
Initial Software Payment 2	
-- AiM	500,000.00

Maintenance -- M5	98,000.00		
Maintenance -- AiM	<u>200,000.00</u>		1,788,000.00
2008 Maintenance -- M5	98,000.00		
Maintenance -- AiM	<u>200,000.00</u>		298,000.00
2009 Maintenance -- M5	98,000.00		
Maintenance -- AiM	<u>200,000.00</u>		298,000.00
2010 Maintenance -- M5	102,000.00		
Maintenance -- AiM	200,000.00		
Increase in License	25,500.00		
Unused Travel	-		327,500.00
2011 Maintenance -- M5	108,000.00		
Maintenance -- M5 Additional License	4,000.00		
Maintenance -- AiM	<u>200,000.00</u>		312,000.00
2012 Maintenance -- M5	20,000.00		

Maintenance -- M5	5,880.00		
Maintenance -- M5	116,000.00		
Maintenance -- AiM	200,000.00		
10/28/2011 Enhancement	2,340.00		
5/21/2011 Enhancement	<u>5,850.00</u>	350,070.00	M5
2013 Maintenance -- M5	120,980.00		
Maintenance -- AiM	200,000.00		
10/2/2012 Enhancement	17,600.00		M5
10/31/2012 Enhancement	9,360.00		
2/27/2013 Enhancement	<u>1,560.00</u>	349,500.00	
2014 Maintenance -- M5	120,980.00		
Maintenance -- AiM	200,000.00		
11/29/2013 Enhancement	<u>5,280.00</u>	326,260.00	
2015 Maintenance -- M5	123,300.00		
Maintenance -- AiM	204,000.00		
Change Order	<u>1,760.00</u>	329,060.00	M5
2016 Maintenance -- M5	125,666.40		
Maintenance -- AiM	208,080.00		
Additional License and Maintenance	17,400.00		
Enhancement Equipment	<u>7,040.00</u>	358,186.40	Encumbered but not paid

# Rule Exception Request

Use this document to request changes to Central Procurement Office templates, policies, or other procurement documents or to modify the "necessary contract clauses" identified in Tenn. Comp. R. & Reg. 0690-03-01-.17 ("CPO Rule 17"). Complete this document in conformity with CPO Rule 17, which is available [here](#). Send the completed document in PDF format to: [Agsprs.Agsprs@tn.gov](mailto:Agsprs.Agsprs@tn.gov) All Rule Exception Requests are subject to review and approval by the Chief Procurement Officer. Rule Exception Requests that propose to modify any of CPO Rule 17's necessary contract clauses shall be subject to review and approval by the Comptroller of the Treasury.

**APPROVED**  
**Kevin C. Bartels for**  
**Michael F. Perry**  
Digitally signed by Kevin C. Bartels for Michael F. Perry  
 DN: cn=Kevin C. Bartels for Michael F. Perry,  
 o=CPO, ou, email=Kevin.C.Bartels@tn.gov, c=US  
 Date: 2016.03.21 12:44:29 -05'00'  
**CHIEF PROCUREMENT OFFICER**

**APPROVED**  
  
**COMPTROLLER OF THE TREASURY**  
 3/22/16

<b>Agency request tracking #</b>	31701-17002
<b>1. Procuring Agency</b>	Finance and Administration
<b>2. Edison contract ID #</b>	11063
<b>3. Contractor or Grantee</b>	AssetWorks, Inc.
<b>4. Contract's Effective Date</b>	07/25/2006
<b>5. Contract or grant contract's Term (with ALL options to extend exercised)</b>	06/30/2021
<b>6. Contract's Maximum Liability (with ALL options to extend exercised)</b>	\$ 6,850,405.55
<b>7. Citation and explanation of the rule(s) for which the exception is requested</b>	Tenn. Comp. Rules & Regs, ch. 0690-03-01-.14 (2.c). Contract Type; Term Contract-General  Edison requests an exception to deviate from the 60 month contract term limitation.
<b>8. Description of requested changes If adding new provisions or modifying existing provisions, insert the new or modified provisions in their entirety.</b>	No new provisions are required for this Rule Exception Request.
<b>9. Justification</b>	Edison requests an exception to the 60 month contract term limitation for the AssetWorks (Fleet and Plant) contract (11062) in order to continue ongoing licensing, technical support, maintenance, and software upgrades.  This contract provides for the M5 and AiM software which are used as the fleet and facilities management components of the State's ERP system, Edison. Exactly like Edison, these software applications are used widely across state government.  Due to the breadth, depth, and scope of the M5 and AiM software applications and the Edison application, continued use of the software and vendor technical support is needed. Continuing the vendor relationship

for licensing, technical support, maintenance, and software upgrades is vital to Edison operations. Without licensing and ongoing support, the quality of service provided to employees, vendors, and citizens would be severely limited or even eliminated.

**Signature of Agency head or designee and date**

*Buddy Kern*

3-17-16



# STS Pre-Approval Endorsement Request E-Mail Transmittal

**TO :** Mark Rampey, STS Contracts  
Department of Finance & Administration  
E-mail : [Mark.Rampey@tn.gov](mailto:Mark.Rampey@tn.gov)

**FROM :** Sandy Strickland Blackwell  
E-mail : [sandy.strickland@tn.gov](mailto:sandy.strickland@tn.gov)

**DATE :** 03/15/2016

**RE :** Request for STS Pre-Approval Endorsement

## Applicable RFS #

## STS Endorsement Signature & Date:

\_\_\_\_\_  
**Chief Information Officer**

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

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

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

<b>Contracting Agency</b>	<b>31701</b>
<b>Agency Contact</b> (name, phone, e-mail)	<b>Sandy Strickland Blackwell, 615-253-2798, sandy.strickland@tn.gov</b>
<b>Attachments Supporting Request</b> (mark all applicable) Note: The complete draft procurement document and the applicable documents listed below must accompany this request when submitted to STS. Special Contract Requests and Amendment Requests without Agency Head signature are acceptable. STS is aware that these documents will not have CPO signature when submitted with this request.	
<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)	

**Applicable RFS #****Information Systems Plan (ISP) Project Applicability**

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

IT Director/Staff Name Confirming (required):

Applicable – Approved ISP Project#

Not Applicable

**Subject Information Technology Service Description**

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

Edison is amending the current contract (11063) for the Fleet (M5 Fleetfocus) and Plant (AiM) software applications (iNovah) used in conjunction with the Enterprise Resource Planning software, PeopleSoft. The amendment is for an additional five years of ongoing technical support, maintenance and software upgrades. Additionally this amendment provides the option and resources to 1) increase the fleet asset limit by 500 and the associated maintenance on this asset increase and 2) acquire three additional modules one for accident tracking and reporting, one for ad hoc query development, and one for screen designing capability.

# Amendment Request

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

<b>APPROVED</b>	
<b>CHIEF PROCUREMENT OFFICER</b>	<b>DATE</b>

<b>Agency request tracking #</b>	31701-17002	
<b>1. Procuring Agency</b>	31701	
<b>2. Contractor</b>	AssetWorks, Inc.	
<b>3. Edison contract ID #</b>	11063	
<b>4. Proposed amendment #</b>	3	
<b>5. Contract's Effective Date</b>	07/25/2006	
<b>6. Current end date</b>	06/30/2016	
<b>7. Proposed end date</b>	06/30/2021	
<b>8. Current Maximum Liability or Estimated Liability</b>	\$ 4,943,330.26	
<b>9. Proposed Maximum Liability or Estimated Liability</b>	\$ 6,850,405.55	
<b>10. Office for Information Resources Pre-Approval Endorsement Request</b> <i>- information technology service (N/A to THDA)</i>	<input type="checkbox"/> Not Applicable <input checked="" type="checkbox"/> Attached	
<b>11. eHealth Pre-Approval Endorsement Request</b> <i>- health-related professional, pharmaceutical, laboratory, or imaging</i>	<input checked="" type="checkbox"/> Not Applicable <input type="checkbox"/> Attached	
<b>12. Human Resources Pre-Approval Endorsement Request</b> <i>- state employee training service</i>	<input checked="" type="checkbox"/> Not Applicable <input type="checkbox"/> Attached	
<b>13. Explain why the proposed amendment is needed</b>		
<p>The M5 Fleetfocus (Fleet) and AiM (Plant) software is used in conjunction with the Enterprise Resource Planning software, PeopleSoft, as part of the Edison application. The amendment is for 5 years of ongoing technical support, maintenance, and software upgrades. The amendment also provides an option to increase the current fleet asset limit by 500 units and the associated maintenance for those additional fleet assets. Finally, the option to purchase three additional fleet modules is also included. These modules support accident tracking and reporting, ad hoc query development, and screen designing.</p>		

Agency request tracking #	31701-17002
<b>14. If the amendment involves a change in Scope, describe efforts to identify reasonable, competitive, procurement alternatives to amending the contract.</b>	
<b>Signature of Agency head or authorized designee, title of signatory, and date</b> (the authorized designee may sign his or her own name if indicated on the Signature Certification and Authorization document)   52                      3-17-16	



## CONTRACT AMENDMENT COVER SHEET

<b>Agency Tracking #</b> 31701-17002	<b>Edison ID</b> 11063	<b>Contract #</b> FA-07-16895	<b>Amendment #</b> 3		
<b>Contractor Legal Entity Name</b> AssetWorks, Inc.			<b>Edison Vendor ID</b> 103138		
<b>Amendment Purpose &amp; Effect(s)</b> Enterprise Resource and Planning (ERP) software and support services. Amendment contract to add 5 years of Ongoing Technical Support, the option to increase Fleet Asset limit by 500, and the option to purchase three additional Fleet modules and the associated maintenance.					
<b>Amendment Changes Contract End Date:</b> <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		<b>End Date:</b> 06/30/2021			
<b>TOTAL Contract Amount INCREASE or DECREASE per this Amendment</b> (zero if N/A):			<b>\$ 1,907,931.13</b>		
<b>Funding —</b>					
<b>FY</b>	<b>State</b>	<b>Federal</b>	<b>Interdepartmental</b>	<b>Other</b>	<b>TOTAL Contract Amount</b>
Prior to 2016	\$2,409,500.00		\$2,175,643.86		\$4,585,143.86
2016			\$358,186.40		\$358,186.40
2017			\$431,205.13		\$431,205.13
2018			\$361,929.07		\$361,929.07
2019			\$366,719.16		\$366,719.16
2020			\$371,576.31		\$371,576.31
2021			\$376,501.46		\$376,501.46
<b>TOTAL:</b>	<b>\$2,409,500.00</b>		<b>\$4,441,761.39</b>		<b>\$6,851,261.39</b>
<b>American Recovery and Reinvestment Act (ARRA) Funding:</b> <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO					
<b>Budget Officer Confirmation:</b> There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.			<i>CPO USE</i>		
<b>Speed Chart</b> (optional) FA00000112		<b>Account Code</b> (optional) 72201000			

**AMENDMENT THREE  
OF CONTRACT FA-07-16895 (ED. #11063)**

This Amendment is made and entered by and between the State of Tennessee, Department of Finance and Administration, hereinafter referred to as the "Licensee" and AssetWorks LLC., hereinafter referred to as the "Software Provider." For good and valuable consideration, the sufficiency of which is hereby acknowledged, it is mutually understood and agreed by and between said, undersigned contracting parties that the subject contract is hereby amended as follows:

1. Contract section A.4.a is deleted in its entirety and replaced with the following:

A.4.a.i If the Licensee has subscribed to Technical Support and has paid the Technical Support Fees, the Software Provider shall provide technical support to Licensee—via on-line interface and toll-free telephone number—for the Software ("Support" or "Technical Support). Support shall be available Monday through Friday, excluding State holidays, between the hours of 7:00 AM and 7:00 PM Central Time. The term shall automatically renew each year thereafter for an additional twelve (12) month period unless either party provides written notice of non-renewal at least ninety (90) days in advance of the scheduled renewal date. No renewal under this contract shall extend beyond the termination date of the contract. Subsequent Technical Support payments shall be made on the renewal date (August 1).

A.4.a.ii In addition to the technical support described in Section A.4.a.i above, the Software Provider shall also provide upgrade support to the Licensee based upon the Licensee's predetermined upgrade schedule and/or Licensee's determined need. The Licensee's upgrade schedule typically occurs on weekends and may or may not include State holidays. The Licensee agrees to provide the Software Provider with a written notice 10 business days prior to any upgrade event.

For compensation purposes, upgrade support shall be considered technical support and the Software Provider shall support upgrades at no additional cost to the Licensee. For purposes of this section, an upgrade is a revision to correct a software deficiency or a modification to bring the Licensee's installed version to a more current release of the Software Provider's software.

2. Contract section A.8.a.i is deleted in its entirety and replaced with the following:

A.8. Consulting Services.

a. The Software Provider shall perform technical consulting services as requested by the Licensee relative to its implementation of the Software Provider's software. Services shall be provided by consulting personnel with in-depth knowledge of the Software Provider's software as implemented in the public sector. Specifically, such services could include the following:

- i. Interface Enhancements:

	Estimated Effort
PeopleSoft Purchase Requisition Interface – Completed	40 Hours
PeopleSoft Employee Interface – Completed	4 Hours
PeopleSoft Speed Chart Interface – Completed	8 Hours

	Estimated Effort
PeopleSoft PO Interface – Completed	12 Hours
Fleet M5 Employee Interface	8 Hours
AiM PeopleSoft Speedchart Interface	20 Hours
AiM Accounts Receivable Lease Invoice Payments	8 Hours

- (1) Interface Enhancements shall be further defined and documented using the Statement of Work (SOW) process described in Contract Section A.10.
- (2) For additional details regarding Interface Enhancements see Contract Attachment C.
- (3) The Software Provider shall bill the Licensee for Interface Enhancements on a per hour basis, for the number of hours of work actually performed. This total number of hours may be up to, but may not exceed the Estimated Effort given for each interface in the table above.
- (4) The Licensee will compensate the Software Provider for Interface Enhancements in accordance with Contract Section C.3.g.

3. Contract section A.8.g is deleted in its entirety and replaced with the following:

A.8.g The Licensee will provide Software Provider consultants with a working computer (desktop, laptop, etc.) and licenses for software installed on the device. Commensurate with the needs of a given project, the Licensee will provide Software Provider consultants with office and meeting space, access to telephones, printers, and copiers, and connections to the Internet and/or State network. The Licensee shall be the sole determinant with regard to facilities, supplies, access, and connections required for any given project.

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

C.1 Maximum Liability. In no event shall the maximum liability of the Licensee under this Contract exceed Six Million, Eight Hundred Fifty One Thousand, Two Hundred Sixty One Dollars and Thirty-Nine Cents (\$6,851,261.39) (“Maximum Liability”). This Contract does not grant the Software Provider any exclusive rights. The Licensee does not guarantee that it will buy any minimum quantity of goods or services under this Contract. Subject to the terms and conditions of this Contract, the Software Provider will only be paid for goods or services provided under this Contract after a purchase order is issued to Software Provider by the Licensee or as otherwise specified by this Contract.

5. Contract section C.2 is deleted in its entirety and replaced with the following:

C.2. Compensation Firm. The payment methodology in Section C.3. of this Contract shall constitute the entire compensation due the Software Provider for all goods or services provided under this Contract regardless of the difficulty, materials or equipment required. The payment methodology includes all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Contractor.

6. Contract section C.3.a is deleted in its entirety and replaced with the following:

C.3.a License Fees.

<b>Core Software</b>	<b>Amount</b>
<b>Finance, Procurement, Logistics Software</b>	
Plant Maintenance	\$1,000,000
<b>Core Software License</b>	<b>\$1,000,000</b>

<b>Payment Number</b>	<b>Core Software Description</b>	<b>Estimated Payment Month</b>	<b>Payment Percentage</b>	<b>Payment Amount</b>
1	Initial Software Installation, Payment Made to Software Vendor Based on Completed Vendor Baseline Test Suite	Jul-06	50%	\$500,000.00
2	Technical Support, Year 1	Jul-06	100%	\$200,000.00
3	Final Software Installation Payment	Jan-07	50%	\$500,000.00
4	Technical Support, Years 2 - 10		100%	\$1,812,080.00
5	Technical Support, Year 11	Jul-16	100%	\$210,993.12
4	Technical Support, Year 12	Jul-17	100%	\$213,947.02
5	Technical Support, Year 13	Jul-18	100%	\$216,942.28
6	Technical Support, Year 14	Jul-19	100%	\$219,979.47
7	Technical Support, Year 15	Jul-20	100%	\$223,059.19
	<b>Total Software and Ongoing License</b>			<b>\$4,097,001.08</b>

<b>Optional Software</b>	<b>Amount</b>
Fleet Management – 12,200 Fleet Asset Limit	\$475,000.00
Crystal Adapter	\$15,000.00
Fleet Management – Increase Fleet Asset Limit by 1,500, for a total of 13,700	\$25,500.00
Fleet Management – Increase Fleet Asset Limit by 500, for a total of 14,200	\$20,000.00
Fleet Management – Potential Increase to Fleet Asset Limit by 500, for a total of 14,700	\$20,000.00
5 Concurrent Access License (CAL) Pack – Crystal Reports 2008 Server for M5	\$4,900.00
<b>At Licensee's Option, the Licensee may purchase any or all the software listed below:</b>	
Fleet Management – Potential Increase to Fleet Asset Limit by 500, for a total of 15,200	\$20,000.00
M5 Screen Designer Module	\$18,000.00
M5 Accident Module	\$18,000.00

M5 Ad Hoc Query Module	\$18,000.00
<b>Optional Software License</b>	<b>\$634,400.00</b>

Payment Number	Optional Software Description (Budget Admin, Applicant Services, Fleet Management, Data Warehouse and Business Data Analysis, Travel)	Estimated Payment Month	Payment Percentage	Payment Amount
1	Optional Software License, Payment Made to Software Vendor Based on Completed Vendor Baseline Test Suite	Jul-06	50%	\$245,000.00
2	Technical Support, Optional Software, Year 1	Jul-06	100%	\$98,000.00
3	Final Software Installation Payment	Jan-07	50%	\$245,000.00
4	Technical Support, Optional Software, Year 2-10		100%	\$994,006.40
5	5 Concurrent Access License (CAL) Pack – Crystal Reports 2008 Server for M5	Jul-11	100%	\$4,900.00
6	Crystal Reports 2008 Server for M5 – Annual Maintenance and Support, Year 6-10		100%	\$4,900.00
7	Fleet Management – Increase Fleet Asset Limit by 1,500	Aug-09	100%	\$25,500.00
8	Fleet Management – Increase Fleet Asset Limit by 500 to 14,200	Sep-11	100%	\$20,000.00
9	Additional Technical Support Cost for Increase to Fleet Asset Limit by 500 (up to 14,200), Year 6-10		100%	\$20,000.00
10	Fleet Management – Potential Increase to Fleet Asset Limit by 500, for a total of 14,700 (at Licensee’s option) Year 10	Mar-16	100%	\$17,500.00
11	Additional Technical Support Cost to support Potential Increase to Fleet Asset Limit by 500 (14,201 to 14,700), Year 10	Mar-16	100%	\$3,500.00
12	M5 Screen Designer Module (at Licensee’s option)	TBD		\$18,000.00
13	M5 Accident Module (at Licensee’s option)	TBD		\$18,000.00
14	M5 Ad Hoc Query Module (at Licensee’s option)	TBD		\$18,000.00
15	Fleet Management – Potential Increase to Fleet Asset Limit by 500, for a total of 15,200 (at Licensee’s option)	TBD		\$20,000.00
16	M5 Screen Designer, Accident, and Ad Hoc Query Modules – Technical Support, Year 11	TBD		\$10,800.00
17	Additional Technical Support Cost to support Potential Increase to Fleet Asset Limit by 500 (14,701 to 15,200) Year 11	TBD		\$4,000.00

18	Technical Support, Optional Software, Year 11	Jul-16	100%	\$122,376.01
19	Crystal Reports 2008 Server for M5 – Annual Maintenance and Support, Year 11	Jul-16	100%	\$980.00
20	Fleet Management – Technical Support for Increase to 14,200 on Fleet Asset Limit, Year 11	Jul-16	100%	\$ 4,056.00
21	Fleet Management – Technical Support for Increase to 14,700 on Fleet Asset Limit, Year 11	Jul-16	100%	\$4,000.00
22	M5 Screen Designer, Accident, and Ad Hoc Query Modules – Technical Support, Year 12	TBD		\$10,800.00
23	Additional Technical Support Cost to support Potential Increase to Fleet Asset Limit by 500 (14,701 to 15,200), Year 12	TBD		\$4,000.00
24	Technical Support, Optional Software, Year 12	Jul-17	100%	\$124,089.27
25	Crystal Reports 2008 Server for M5 – Annual Maintenance and Support, Year 12	Jul-17	100%	\$980.00
26	Fleet Management – Technical Support for Increase to 14,200 on Fleet Asset Limit, Year 12	Jul-17	100%	\$4,112.78
27	Fleet Management – Technical Support for Increase to 14,700 on Fleet Asset Limit, Year 12	Jul-17	100%	\$4,000.00
28	M5 Screen Designer, Accident, and Ad Hoc Query Modules – Technical Support, Year 13	TBD		\$10,800.00
29	Additional Technical Support Cost to support Potential Increase to Fleet Asset Limit by 500 (14,701 to 15,200) Year 13	TBD		\$4,000.00
30	Technical Support, Optional Software, Year 13	Jul-18	100%	\$125,826.52
31	Crystal Reports 2008 Server for M5 – Annual Maintenance and Support, Year 13	Jul-18	100%	\$980.00
32	Fleet Management – Technical Support for Increase to 14,200 on Fleet Asset Limit, Year 13	Jul-18	100%	\$4,170.36
33	Fleet Management – Technical Support for Increase to 14,700 on Fleet Asset Limit, Year 13	Jul-18	100%	\$4,000.00
34	M5 Screen Designer, Accident, and Ad Hoc Query Modules – Technical Support, Year 14	TBD		\$10,800.00
35	Additional Technical Support Cost to support Potential Increase to Fleet Asset Limit by 500 (14,701 to 15,200) Year 14	TBD		\$4,000.00
36	Technical Support, Optional Software, Year 14	Jul-19	100%	\$127,588.09

37	Crystal Reports 2008 Server for M5 – Annual Maintenance and Support, Year 14	Jul-19	100%	\$980.00
38	Fleet Management – Technical Support for Increase to 14,200 on Fleet Asset Limit, Year 14	Jul-19	100%	\$4,228.75
39	Fleet Management – Technical Support for Increase to 14,700 on Fleet Asset Limit, Year 14	Jul-19	100%	\$4,000.00
40	M5 Screen Designer, Accident, and Ad Hoc Query Modules – Technical Support, Year 15	TBD		\$10,800.00
41	Additional Technical Support Cost to support Potential Increase to Fleet Asset Limit by 500 (14,701 to 15,200) Year 15	TBD		\$4,000.00
42	Technical Support, Optional Software, Year 15	Jul-20	100%	\$129,374.32
43	Crystal Reports 2008 Server for M5 – Annual Maintenance and Support, Year 15	Jul-20	100%	\$980.00
44	Fleet Management – Technical Support for Increase to 14,200 on Fleet Asset Limit, Year 15	Jul-20	100%	\$4,287.95
45	Fleet Management – Technical Support for Increase to 14,700 on Fleet Asset Limit, Year 15	Jul-20	100%	\$4,000.00
<b>Total Software and Ongoing License</b>				<b>\$2,501,316.45</b>

<b>GRAND TOTAL</b>	<b>\$6,598,317.53</b>
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- i. With regard to the Plant Maintenance table above, for Contract Years 6 through 8, the Licensee and the Software Provider agree to maintain the Annual Technical Support fee at its Contract Year 5 rate of \$200,000. For Contract Years 9 and 10, the Licensee and the Software Provider agree to a fixed two percent (2.0%) yearly increase in the Annual Ongoing Software License fee, using the Year 8 fee as the base to perform the subsequent year calculations.
- ii. With regard to the Fleet Management table above, for Contract Years 6 through 8, the Licensee and the Software Provider agree to flat-rate increase in the Technical Support fee of \$4,000.00 to reflect enhanced support levels required to accommodate the Fleet Asset Limit increase from 12,200 to 14,200. For Contract Years 9 and 10, the Licensee and the Software Provider agree to a fixed two percent (2.0%) yearly increase in the Technical Support fee, using the Year 8 fee as the base to perform the subsequent year calculations.
- iii. For Contract Year 16 and for subsequent Contract Years, Software Provider agrees that any increases in Annual Ongoing Software License fees for the licensed software that the Software Provider may wish to make shall not be greater than the increase in the Consumer Price Index (CPI) over the twelve month period prior to the effective date of the desired increase. The Licensee and the Software Provider acknowledge that the sample period for determining the CPI percentage is subject to the necessary lead-time required to process the amendment documentation, as well as the customary delay in the publication of CPI data; the Licensee shall select a sample period that is as close as reasonably possible to the desired amendment effective date, given the aforementioned

lead-time and delays. CPI as used herein means the U.S. Consumer Price Index for all Urban Consumers, U.S. City Average - All Items 1982-1984 = 100 Base for the applicable twelve (12) month period as published by the Bureau of Labor Statistics. Notwithstanding the foregoing, in any event Licensee shall only pay a License Fee equal to or less than the lowest License Fee being paid by any similarly situated licensee in any year during the Term.

- iv. With regard to the purchase of the M5 Screen Designer module, M5 Accident module, and the M5 Ad Hoc Query module, the Licensee at their option may purchase the modules listed above as a three bundle package. The Software Provider agrees to a bundled discount rate of 25% if Licensee purchases the bundled modules in Year 11 through Year 15. The Software Provider agrees the purchase price will not exceed \$54,000 if purchased in Year 11 through Year 15. Additionally, the Software Provider agrees to a flat Technical Support fee of \$10,800.00 per year for Year 11 through Year 15 for the bundled modules.

7. Contract section C.3.g is deleted in its entirety and replaced with the following:

C.3.g. Consulting Services Composite Rate. The Licensee will compensate the Software Provider for Consulting Services, as described in Contract Section A.8, at the rate of Two Hundred Twenty-Five Dollars and No Cents (\$225) per hour. This rate shall remain in effect throughout the term of the contract.

- i. The Software Provider may invoice the Licensee for Consulting Services when the Licensee has provided written acceptance of the completed work.
- ii. The total compensation to the Software Provider for Consulting Services over the term of this Contract shall not exceed \$205,000.
- iii. The Software Provider shall not be compensated for travel time to the primary location of service.

8. Contract section D.2 is deleted in its entirety and replaced with the following:

D.2 Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Contract shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by EMAIL or facsimile transmission with recipient confirmation. Any such communications, regardless of method of transmission, shall be addressed to the respective party at the appropriate mailing address, facsimile number, or EMAIL address as set forth below or to that of such other party or address, as may be hereafter specified by written notice.

The Licensee:

Sandy Graf, Edison Project Director  
Department of Finance and Administration, Enterprise Resource Planning Division  
17th Floor, Snodgrass TN Tower  
312 Rosa L. Parks Avenue  
Nashville, TN 37243  
Telephone: 615-253-2978  
FAX: 615-253-2980

The Software Provider (For Fleet):

Gordon Smith, VP  
AssetWorks, LLC.  
998 Old Eagle School Rd.  
Wayne, PA 19087  
gordon.smith@assetworks.com  
Phone: (859) 514-6730  
Fax: (859) 514-6737)

The Software Provider (For AIM):

Mindy Payne  
AssetWorks  
1777 N.E. Loop 410, Suite 1250  
San Antonio, Texas 78217  
mindy.payne@assetworks.com  
Phone: (210) 301-1710  
Fax: (210) 301-0299

All instructions, notices, consents, demands, or other communications shall be considered effectively given upon receipt or recipient confirmation as may be required.

9. The following is added as Contract Section D.11:

D.11 Patient Protection and Affordable Care Act. The Software Provider agrees that it will be responsible for compliance with the Patient Protection and Affordable Care Act (“PPACA”) with respect to itself and its employees, including any obligation to report health insurance coverage, provide health insurance coverage, or pay any financial assessment, tax, or penalty for not providing health insurance. The Software Provider shall indemnify the Licensee and hold it harmless for any costs to the Licensee arising from Software Provider’s failure to fulfill its PPACA responsibilities for itself or its employees.

10. The following is added as Contract Section D.12:

D.12 Tennessee Department of Revenue Registration. The Software Provider shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 – 608. Compliance with applicable registration requirements is a material requirement of this Contract.

11. The following is added as Contract Section D.13:

D.13 Debarment and Suspension. The Software Providers certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:

- a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;
- b. have not within a three (3) year period preceding this Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;

- c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and
- d. have not within a three (3) year period preceding this Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

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

12. Contract Attachment E attached is hereto added as a new attachment.

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

Amendment Effective Date. The revisions set forth herein shall be effective JULY 1, 2016. All other terms and conditions of this Contract not expressly amended herein shall remain in full force and effect.

**IN WITNESS WHEREOF,**

**ASSETWORKS LLC:**

---

**SIGNATURE**

**DATE**

---

**PRINTED NAME AND TITLE OF SIGNATORY (above)**

**DEPARTMENT OF FINANCE AND ADMINISTRATION:**

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**LARRY B. MARTIN, COMMISSIONER**

**DATE**

**Attachment E**  
**Contract #11063**  
**Future Enhancements**  
**Interfaces for M5 and AiM**

**FleetFocus M5 Interface Enhancement Description**

Employee interface from HCM via flat file has two processes that are run after the rejects are cleared. The MPA Flag is set to Yes unless employee has location P0000. Operator Flag is set to Yes as default. This needs to be done as the employee file is loaded and processed.

**AiM Interface Enhancement Description**

PS Speedchart interface from FSCM has the effective start date of Sysdate when the interface is run. Some speedchart have effective start dates in the past or future. The effective date of the speedchart row that is replicated to AiM should bring the associated effective start date when active.

PS Speedchart interface from FSCM needs the Long Description included in the concatenated string of chartfields at the end. Many agencies rely on this description to validate use of the proper coding.

PS Speedchart interface from FSCM needs to remove the Expire Date when replicating a reactivated speedchart and set the status to Active. Agencies frequently reactivate speedcharts and the current interface leave the Expire Date and sets the status to Active making the account unusable without manual intervention.

AR Lease Invoice Payments interface needs to create one zipped IU (interunit) file instead of individual transactions for each lease payment. Originally we had a single file but had issues with multiple business units in the transactions. The anchor was not correctly processing the charge and offset payment data. We opted to have individual files created and processed thru the ESB. We have upgraded to SOA and have successfully run manually zipped single files to GL without issue.



GENERAL ASSEMBLY OF THE STATE OF TENNESSEE  
FISCAL REVIEW COMMITTEE

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

**Sen. Bill Ketron, Chairman**

Senators

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

**Rep. Curtis Johnson, Vice-Chairman**

Representatives

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

**M E M O R A N D U M**

TO:                                      The Honorable Mark Emkes, Commissioner  
   Department of Finance and Administration

FROM:                                  Bill Ketron, Chairman, Fiscal Review Committee  
   Curtis Johnson, Vice-Chairman, Fiscal Review Committee

DATE:                                    July 13, 2011

SUBJECT:                                **Contract Comments**  
   (Fiscal Review Committee Meeting 7/12/11)

BK CJ

**RFS# 317.03-13407 (Edison # 11063)**  
**Department: Finance & Administration/Enterprise Resource Planning**  
**Vendor: Asset Works, Inc.**  
**Summary: The vendor currently provides ongoing software support and maintenance to the cashiering software solution implemented with Edison. The proposed amendment increases the maximum liability by \$1,918,380 to provide funding for years six through ten of the current contract.**  
**Current maximum liability: \$3,024,950**  
**Proposed maximum liability: \$4,973,330**

After review, the Fiscal Review Committee voted to approve the contract amendment.

cc: Ms. Stephanie Dedmon, Director, Enterprise Resource Planning  
     Ms. Jessica Robertson, Chief Procurement Officer  
     Mr. Robert Barlow, Director, Office of Contracts Review



STATE OF TENNESSEE  
**DEPARTMENT OF FINANCE AND ADMINISTRATION**  
ENTERPRISE RESOURCE PLANNING DIVISION  
312 ROSA PARKS AVENUE  
NASHVILLE, TENNESSEE 37243  
(615) 253-2725  
FAX (615) 253-2980

MARK A. EMKES  
COMMISSIONER

STEPHANIE DEDMON  
DIRECTOR

**MEMORANDUM**

TO: Leni S. Chick, Fiscal Analyst, Fiscal Review Committee

FROM: Stephanie Dedmon, Edison Director 

DATE: June 27, 2011

SUBJECT: Summary Letter for Asset Works, Inc. Contract Amendment

This memo is to request a contract amendment for Contract # 11063 (STARS Contract # FA-07-16895-01) with Asset Works, Inc. As outlined in the Request for Non-Competitive Amendment documentation, the amendment extends the perpetual software agreement by outlining the specific costs for years six through ten for software maintenance. The amendment adds funding to the maximum contract liability for ongoing software maintenance, which provides software enhancements, technical support, bug fixes and patches to the cashiering software solution implemented with Edison. The amendment also adds funding to the agreement for technical resource support, if needed, for software enhancements specific to the State of Tennessee.

Please let me know if you need additional information. Thank you.

SD



STATE OF TENNESSEE  
**DEPARTMENT OF FINANCE AND ADMINISTRATION**  
ENTERPRISE RESOURCE PLANNING DIVISION  
312 ROSA PARKS AVENUE  
NASHVILLE, TENNESSEE 37243  
(615) 253-2725  
FAX (615) 253-2980

MARK A. EMKES  
COMMISSIONER

STEPHANIE DEDMON  
DIRECTOR

**MEMORANDUM**

TO: Robert Barlow, Office of Contracts Review

FROM: Stephanie Dedmon, Edison Project Director 

DATE: June 27, 2011

SUBJECT: Justification for AssetWorks, Inc. Contract Amendment Effective Date -  
Less Than 60 Days

This memo is to provide justification for the requested contract amendment effective date for Contract #11063 (STARS Contract # FA-07-16895-01) with AssetWorks, Inc. As outlined in the Request for Non-Competitive Amendment documentation, the amendment adds funding for years six through ten of annual software support. We request the amendment be effective upon final approval to enable us to continue to receive vendor software support without interruption or delay. This request is not within the requested 60 day time frame because vendor negotiations on the support renewal took longer than expected. The software vendor is not accustomed to a five-year renewal but we were able to negotiate better pricing in the best interest of the State.

Please let me know if you need additional information. Thank you.

SD

Supplemental Documentation Required for  
Fiscal Review Committee

*Contact Name:	Stephanie Dedmon		*Contact Phone:	615-253-2725	
*Original Contract Number:	FA-07-16895-01		*Original RFS Number:	317.03-134-07	
Edison Contract Number: (if applicable)	11063		Edison RFS Number: (if applicable)		
*Original Contract Begin Date:	07/25/2006		*Current End Date:	<del>6/30/2011</del> <b>PERPETUAL</b>	
Current Request Amendment Number: (if applicable)	02				
Proposed Amendment Effective Date: (if applicable)	Upon Final Approval				
*Department Submitting:	Finance & Administration				
*Division:	Enterprise Resource Planning				
*Date Submitted:	6/27/2011				
*Submitted Within Sixty (60) days:	No				
<i>If not, explain:</i>	Unplanned vendor negotiations				
*Contract Vendor Name:	Asset Works, Inc.				
*Current Maximum Liability:	\$3,024,950.00				
<b>*Current Contract Allocation by Fiscal Year:</b> <i>(as Shown on Most Current Fully Executed Contract Summary Sheet)</i>					
FY:2007	FY:2008	FY:2009	FY:2010	FY2011	FY
\$1,817,950.00	\$298,000.00	\$298,000.00	\$303,000.00	\$308,000.00	\$
<b>*Current Total Expenditures by Fiscal Year of Contract:</b> <i>(attach backup documentation from STARS or FDAS report)</i>					
FY:2007	FY:2008	FY:2009	FY:2010	FY2011	FY
\$1,788,000.00	\$298,000.00	\$298,000.00	\$327,500.00	\$312,000.00	\$
IF Contract Allocation has been greater than Contract Expenditures, please give the reasons and explain where surplus funds were spent:			The yearly contract allocations above were an estimate.		
IF surplus funds have been carried forward, please give the reasons and provide the authority for the carry forward provision:			N/A		
IF Contract Expenditures exceeded Contract Allocation, please give the reasons and explain how funding was acquired to pay the overage:			Contract expenditures have not exceeded the contract maximum liability.		
*Contract Funding	State:	\$4,943,330.26	Federal:		

Supplemental Documentation Required for  
Fiscal Review Committee

Source/Amount:			
<p>For all new non-competitive contracts and any contract amendment that changes Sections A or C.3. of the original or previously amended contract document, provide estimates based on information provided the Department by the vendor for determination of contract maximum liability. Add rows as necessary to provide all information requested.</p> <p>If it is determined that the question is not applicable to your contract document attach detailed explanation as to why that determination was made.</p>			

Interdepartmental:		<i>Other:</i>	
If "other" please define:			
Dates of All Previous Amendments or Revisions: <i>(if applicable)</i>		Brief Description of Actions in Previous Amendments or Revisions: <i>(if applicable)</i>	
01 – 03/31/2009		Sale of Company and Name Change from MAXIMUS to AssetWorks, Inc.	
Method of Original Award: <i>(if applicable)</i>		RFP 317-.03-134 - Alternative	
*What were the projected costs of the service for the entire term of the contract prior to contract award?		N/A	

Supplemental Documentation Required for  
Fiscal Review Committee

<b>Planned expenditures by fiscal year by deliverable. Add rows as necessary to indicate all estimated contract expenditures.</b>					
Deliverable description:	FY:	FY:	FY:	FY:	FY:
See attached Contract Amendment section C.3.a for the planned expenditures by fiscal year.					
<b>Proposed savings to be realized per fiscal year by entering into this contract. If amendment to an existing contract, please indicate the proposed savings to be realized by the amendment. Add rows as necessary to define all potential savings per deliverable.</b>					
Deliverable description:	FY:	FY:	FY:	FY:	FY:
There are cost savings being realized as we continue to use and leverage the Fleet and Plant Management solutions and many intangible benefits of the software implementation with improved productivity and efficiency in support of the State's core administrative business processes.					
<b>Comparison of cost per fiscal year of obtaining this service through the proposed contract or amendment vs. other options. List other options available (including other vendors), cost of other options, and source of information for comparison of other options (e.g. catalog, Web site). Add rows as necessary to indicate price differentials between contract deliverables.</b>					
Proposed Vendor Cost: (name of vendor)	FY:	FY:	FY:	FY:	FY:
Other Vendor Cost: (name of vendor)	FY:	FY:	FY:	FY:	FY:
Other Vendor Cost: (name of vendor)	FY:	FY:	FY:	FY:	FY:
At the outset of the ERP project, the sponsors anticipated that the investment in software would be a multi-year commitment and it would be cost prohibitive to re-implement another vendor's products after five years. The original contract was perpetual for this reason. Any other procurement options other than continuing to invest in annual support from AssetWorks would be cost prohibitive.					

STATE OF TENNESSEE  
 STATEWIDE ACCOUNTING AND REPORTING SYSTEM  
 SPENDING/RECEIPT PLAN YTD STATUS REPORT  
 ACCOUNTING DATE 06/30/07

REPORT-ID: AG05B820-01  
 02/25/08 (20:41) PY

FUND 15 SYSTEM DEVELOPMENT FUND  
 DEPARTMENT 317 DEPARTMENT OF FINANCE AND ADMI  
 DIVISION 30 MANAGEMENT INFORMATION SYSTEMS  
 COST CENTER MAXSL EDISON MAXMUS - SOFTWARE LICEN

OBJECT/ AGY OBJ	DESCRIPTION	SPENDING PLAN	EXPENDITURES PERIOD TO DATE	COMMITMENTS OBLIGATIONS	TOTAL YTD COMMITMENTS	UNENCUMBERED BALANCE	PRIOR YEAR EXP PERIOD TO DATE
083	CONSULTING SERV	0.00	1,788,000.00	0.00	1,788,000.00	1,788,000.00-	0.00
08	PROFESSIONAL AN	0.00	1,788,000.00	0.00	1,788,000.00	1,788,000.00-	0.00
	TOTAL OTHER THAN PERSONAL	0.00	1,788,000.00	0.00	1,788,000.00	1,788,000.00-	0.00
	TOTAL COMMITMENTS	0.00	1,788,000.00	0.00	1,788,000.00	1,788,000.00-	0.00

04/22/09 (07:56) PY

FUND 15 SYSTEM DEVELOPMENT FUND  
 DEPARTMENT 317 DEPARTMENT OF FINANCE AND ADMINISTRATION  
 DIVISION 30 MANAGEMENT INFORMATION SYSTEMS  
 COST CENTER MAXSL EDISON MAXMUS - SOFTWARE LICEN

OBJECT/ AGY OBJ	DESCRIPTION	SPENDING PLAN	COMMITMENTS		UNENCUMBERED BALANCE	PRIOR YEAR EXP PERIOD TO DATE
			EXPENDITURES PERIOD TO DATE	OBLIGATIONS		
083	CONSULTING SERV	0.00	298,000.00	0.00	298,000.00-	0.00
08	PROFESSIONAL AN	0.00	298,000.00	0.00	298,000.00-	0.00
TOTAL OTHER THAN PERSONAL		0.00	298,000.00	0.00	298,000.00-	0.00
TOTAL COMMITMENTS					298,000.00	0.00

06/16/10 (18:59) PY

FUND 15 SYSTEM DEVELOPMENT FUND  
 DEPARTMENT 317 DEPARTMENT OF FINANCE AND ADMINISTRATION  
 DIVISION 30 MANAGEMENT INFORMATION SYSTEMS  
 COST CENTER MAXSL EDISON MAXMUS - SOFTWARE LICEN

OBJECT/ AGY OBJ	DESCRIPTION	SPENDING PLAN	EXPENDITURES PERIOD TO DATE	COMMITMENTS OBLIGATIONS	TOTAL YTD COMMITMENTS	UNENCUMBERED BALANCE	PRIOR YEAR EXP PERIOD TO DATE
083	CONSULTING SERVA	0.00	298,000.00	0.00	298,000.00	298,000.00--	0.00
08	PROFESSIONAL AN	0.00	298,000.00	0.00	298,000.00	298,000.00--	0.00
	TOTAL OTHER THAN PERSONAL	0.00	298,000.00	0.00	298,000.00	298,000.00--	0.00
	TOTAL COMMITMENTS	0.00	298,000.00	0.00	298,000.00	298,000.00--	0.00

04/18/11 (07:37) PY

FUND 15 SYSTEM DEVELOPMENT FUND  
 DEPARTMENT 317 DEPARTMENT OF FINANCE AND ADMI  
 DIVISION 30 MANAGEMENT INFORMATION SYSTEMS  
 COST CENTER MAXSL EDISON MAXMUS - SOFTWARE LICEN

OBJECT/ AGY OBJ	DESCRIPTION	SPENDING PLAN	COMMITMENTS			UNENCUMBERED BALANCE	PRIOR YEAR EXP PERIOD TO DATE
			EXPENDITURES PERIOD TO DATE	OBLIGATIONS	TOTAL YTD COMMITMENTS		
083	CONSULTING SERV	0.00	25,500.00	0.00	25,500.00	25,500.00-	0.00
08	PROFESSIONAL AN	0.00	25,500.00	0.00	25,500.00	25,500.00-	0.00
	TOTAL OTHER THAN PERSONAL	0.00	25,500.00	0.00	25,500.00	25,500.00-	0.00
	TOTAL COMMITMENTS	0.00	25,500.00	0.00	25,500.00	25,500.00-	0.00



# Non-Competitive Amendment Request

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

Route a completed request, as one file in PDF format, via e-mail attachment sent to: [Agsprs.Agsprs@state.tn.us](mailto:Agsprs.Agsprs@state.tn.us)

APPROVED

COMMISSIONER OF FINANCE & ADMINISTRATION

Request Tracking #	317.03-134-07	
1. Procuring Agency	Finance & Administration	
2. Contractor	Asset Works Inc.	
3. Contract #	FA-07-16895-01	
4. Proposed Amendment #	02	
5. Edison ID #	11063	
6. Contract Begin Date	Upon Final Approval	
7. Current Contract End Date – with ALL options to extend exercised	Perpetual	
8. Proposed Contract End Date – with ALL options to extend exercised	Perpetual	
9. Current Maximum Contract Cost – with ALL options to extend exercised	\$ 3,024,950.00	
10. Proposed Maximum Contract Cost – with ALL options to extend exercised	\$ 4,943,330.26	
11. Office for Information Resources Endorsement – information technology service (N/A to THDA)	<input type="checkbox"/> Not Applicable <input checked="" type="checkbox"/> Attached	
12. eHealth Initiative Support – health-related professional, pharmaceutical, laboratory, or imaging	<input checked="" type="checkbox"/> Not Applicable <input type="checkbox"/> Attached	
13. Human Resources Support – state employee training service	<input checked="" type="checkbox"/> Not Applicable <input type="checkbox"/> Attached	
14. Explanation Need for the Proposed Amendment	<p><b>This amendment adds funding for continued software vendor support (annual maintenance) for five years (years 6 through 10) in support of the fleet and plant management solutions and their integration to PeopleSoft.</b></p>	

Request Tracking #	317.03-134-07
<p>15. Name &amp; Address of the Contractor's Principal Owner(s)  <i>- NOT required for a TN state education institution</i></p> <p><b>Gordon Smith, VP  Asset Works, Inc.  998 Old Eagle School Rd.  Suite 1215  Wayne, PA 19807</b></p>	
<p>16. Evidence Contractor's Experience &amp; Length Of Experience Providing the Service</p> <p><b>The contractor has sufficient experience in providing software support as evidenced in our five year relationship and with other state and local government entities.</b></p>	
<p>17. Efforts to Identify Reasonable, Competitive, Procurement Alternatives</p> <p><b>The original suite of Edison software products was competitively bid.</b></p>	
<p>18. Justification <i>- specifically explain why non-competitive negotiation is in the best interest of the state</i></p> <p><b>At the time of the competitive procurement for Enterprise Resource Planning software, the State anticipated a multi-year relationship with the awarded software providers. A significant investment in State resources has been made to configure, test, implement and train on the existing software solution. It is in the best interest of the State to continue this investment with annual software support which enables the State to continue to receive software updates, enhancements, bug fixes and support for this software solution</b></p>	
<p><b>Agency Head Signature and Date</b> <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 exigent circumstances</i></p> <p></p>	



## OIR Pre-Approval Endorsement Request E-Mail Transmittal

**TO :** Jane Chittenden, OIR Procurement & Contract Management Director  
Department of Finance & Administration  
E-mail : [Jane.Chittenden@tn.gov](mailto:Jane.Chittenden@tn.gov)

**FROM :** Stephanie Dedmon  
E-mail : [Stephanie.dedmon@tn.gov](mailto:Stephanie.dedmon@tn.gov)

**DATE :** June 21, 2011

**RE :** Request for OIR Pre-Approval Endorsement

**Applicable RFS #** 31703-13407

**OIR Endorsement Signature & Date:**

*Mark Benz (ge)* 6/22/11  
**Chief Information Officer**

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

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

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

<b>Contracting Agency</b>	<b>Finance and Administration</b>
<b>Agency Contact</b> (name, phone, e-mail)	<b>Stephanie Dedmon, 253-2725, stephanie.dedmon@tn.gov</b>
<b>Subject Procurement Document</b> (mark one)	
<input type="checkbox"/> RFP	<input type="checkbox"/> Contract
<input type="checkbox"/> Competitive Negotiation Request	<input type="checkbox"/> Contract Amendment
<input type="checkbox"/> Alternative Procurement Method Request	<input type="checkbox"/> Grant
<input type="checkbox"/> Non-Competitive Contract Request	<input type="checkbox"/> Grant Amendment
<input checked="" type="checkbox"/> Non-Competitive Amendment Request	
<b>Information Systems Plan (ISP) Project Applicability</b>	
<input checked="" type="checkbox"/> Not Applicable to this Request	
<input type="checkbox"/> Applicable— ISP Project#	
<b>Response Confirmed by IT Director/Staff</b> (name): <b>Jane Chittenden</b>	

**Applicable RFS # 31703-13407**

**Required Attachments** (as applicable – copies without signatures acceptable)

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

**Subject Information Technology Service Description**

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

Enterprise Resource Planning (ERP) System, known as Edison. Software provided by AssetWorks: Plant Management, Fleet Management, and Reporting software.



# CONTRACT AMENDMENT

<b>Agency Tracking #</b> 31701-17003	<b>Edison ID</b> 11063	<b>Contract #</b> FA-07-16895	<b>Amendment #</b> 2
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<b>Contractor Legal Entity Name</b> AssetWorks, Inc.	<b>Edison Vendor ID</b> 103138
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**Amendment Purpose & Effect(s)**  
Enterprise Resource Planning (ERP) software and support services. Amendment adds interface enhancements, consulting services, and five years of Technical Support.

**Amendment Changes Contract End Date:**  YES  NO      **End Date:** Perpetual

**Amount of the TOTAL Contract Amount INCREASE or DECREASE per this Amendment:** **\$ 1,918,380.26**

<b>Funding --</b>					
<b>FY</b>	<b>State</b>	<b>Federal</b>	<b>Interdepartmental</b>	<b>Other</b>	<b>TOTAL Contract Amount</b>
2007	\$1,817,950.00				\$1,817,950.00
2008	\$298,000.00				\$298,000.00
2009	\$298,000.00				\$298,000.00
2010	\$303,000.00				\$303,000.00
2011	\$308,000.00				\$308,000.00
2012	\$383,676.06				\$383,676.06
2013	\$383,676.05				\$383,676.05
2014	\$383,676.05				\$383,676.05
2015	\$383,676.05				\$383,676.05
2016	\$383,676.05				\$383,676.05
<b>TOTAL:</b>	<b>\$4,943,330.26</b>				<b>\$4,943,330.26</b>

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

**Budget Officer Confirmation:** There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.

OCR USE

<b>Speed Chart (optional)</b> FA00000112	<b>Account Code (optional)</b> 72201000
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**AMENDMENT TWO  
OF CONTRACT FA-07-16895 (ED. # 11063)**

This Amendment is made and entered by and between the State of Tennessee, Department of Finance and Administration, hereinafter referred to as the "Licensee" and AssetWorks, Inc., hereinafter referred to as the "Software Provider." It is mutually understood and agreed by and between said, undersigned contracting parties that the subject contract is hereby amended as follows:

1. Contract section A.3.c.ii is deleted in its entirety and replaced with the following:

A.3.c.ii. Fleet Management Software. Unlimited numbers of Licensee users shall be permitted to access and use the Fleet Management Software in accordance with the terms of this License, including but not limited to, employees of Licensee, service providers or potential service providers of Licensee, and non-employee individuals transacting business of any kind with Licensee. However, Licensee shall not permit more than the current maximum allowable number of Fleet Assets to be processed concurrently within the Software (the "Fleet Asset Limit"). Incremental increases in the Fleet Asset Limit shall be processed in accordance with Contract Section C.3.f, and the current Fleet Asset Limit is detailed in Contract Section C.3.a.

For purposes of establishing the number of Fleet Assets, a "Fleet Asset" shall be a vehicle such as an automobile or truck.

2. The following is added as contract section A.3.c.v:

A.3.c.v. Crystal Reports 2008 Server for M5. The Software Provider shall provide a 5 Concurrent Access License (CAL) Pack for Crystal Reports 2008 Server for M5, which shall provide for five (5) queues to run reports. This license shall allow the Licensee to run reports in Test, Development, and Production environments.

3. The following is added as contract section A.8:

A.8. Consulting Services.

a. The Software Provider shall perform technical consulting services as requested by the Licensee relative to its implementation of the Software Provider's software. Services shall be provided by consulting personnel with in-depth knowledge of the Software Provider's software as implemented in the public sector. Specifically, such services could include the following:

i. Fleet Interface Enhancements:

	<b>Estimated Effort</b>
PeopleSoft Purchase Requisition Interface	40 Hours
PeopleSoft Employee Interface	4 Hours
PeopleSoft Speed Chart Interface	8 Hours
PeopleSoft PO Interface	12 Hours



- (1) Interface Enhancements shall be further defined and documented using the Statement of Work (SOW) process described in Contract Section A.10.
  - (2) For additional details regarding Interface Enhancements see Contract Attachment C.
  - (3) The Software Provider shall bill the Licensee for Interface Enhancements on a per hour basis, for the number of hours of work actually performed. This total number of hours may be up to, but may not exceed the Estimated Effort given for each interface in the table above.
  - (4) The Licensee will compensate the Software Provider for Interface Enhancements in accordance with Contract Section C.3.g.
- ii. Future Enhancements:
- (1) The Software Provider shall provide consulting services for the development of enhancements required by the Licensee to the existing FleetFocus and/or AIM software.
  - (2) Future Enhancements shall be defined and documented using the Statement of Work (SOW) process described in Contract Section A.10.
  - (3) The Licensee will compensate the Software Provider for Interface Enhancements in accordance with Contract Section C.3.g.
- iii. Review and provide input and/or recommendations for improvement regarding the Licensee's business processes and the Edison system implementation relating to specific Fleet and AIM modules and integration with PeopleSoft.
- iv. Provide consulting expertise with error identification and correction, assistance with reconciliation processes, expertise and guidance on business processes and project management in order to more efficiently use the Software Provider's software in support of core administrative business processes;
- v. Provide consulting expertise and resources supporting the implementation and best practices of specific tools or future upgrades of software.
- b. Depending upon the requirements of each specific project, the Software Provider must be prepared to provide Consultants with the relevant types and levels of experience for the task(s) in question. Regardless of the type/level of experience required, the Software Provider shall invoice the Licensee using hourly rates detailed in Contract Section C.3.g.
- c. The Licensee shall compensate the Software Provider for travel expenses associated with consulting services in accordance with Contract Section C.4.
- d. The specific roles and responsibilities of Software Provider consultants shall be as defined in the Contract and future Statements of Work (SOWs).
- e. The SOW will specify the work location(s) of Software Provider consultants. Software Provider consultants shall be based on-site and perform their work at



Licensee-operated, maintained, and managed facilities in Nashville, Tennessee, or Software Provider consultants shall be based off-site and perform their work at a Software Provider location. The Licensee reserves the right to request on-site or off-site work, whichever is deemed to be in the best interest of the project.

- f. Standard Licensee work schedules are based on a Monday through Friday thirty seven and one-half (37.5) hour workweek, typically comprised of five (5) seven and one-half (7.5) hour workdays, between the hours of 8:00 a.m. CST and 4:30 p.m. CST, excluding State holidays. Unless specific times are designated in the SOW, work performed under this Contract may occur during the standard Licensee work schedule, on weekends, on State holidays, and/or at off-hours Monday through Friday. Software Provider consultants will be compensated at the payment rate in Contract Section C.3.g, regardless of the day, date, or time the tasks are performed or the total number of hours worked during a workweek.
- g. Software Provider consultants must provide their own personal computing devices (desktop, laptop, etc.) and licenses for software installed on the devices. Commensurate with the needs of a given project, the Licensee will provide Software Provider consultants with office and meeting space, access to telephones, printers, and copiers, and connections to the Internet and/or State network. The Licensee shall be the sole determinant with regard to facilities, supplies, access, and connections required for any given project, provided, however, the parties may mutually agree on such items in the SOW and Software Provider will not be obligated to perform services where Licensee does not provide essential items and access for the project.
- h. The Software Provider understands and agrees that the Licensee may execute contracts with other parties for services the same as or similar to those described herein.
- i. The Licensee cannot predict the numbers of Software Provider consultants that will be required under this Contract. Therefore, the Licensee makes no guarantees, either stated or implied, about the demand for resources provided through this procurement. The Licensee is not obligated to use any of the Software Provider's consultants. Throughout the term of the Contract, the Licensee retains full control and flexibility with regard to the types, quantities, and timing of Software Provider consultant usage.

4. The following is added as contract section A.10:

A.10. Procedures/Stipulations for Providing Consultants.

a. Statement of Work.

The Licensee will provide the Software Provider with an SOW describing the requested services, including as follows.

- i. Project number, which will be used to track the services through completion;
- ii. Description and scope of the requested services;
- iii. Requested project timeframe and any non-standard work schedule tasks;
- iv. Deliverable(s);
- v. Work location;
- vi. Licensee Project Coordinator; and



- vii. Deadline for the Software Provider to respond to the Licensee's request (i.e., response period), which will be no more than ten (10) business days measured from the date the SOW was distributed.

b. Submission of Project Proposal.

The Software Provider may seek written or verbal clarifications regarding the SOW during the response period. If deemed necessary by the Licensee, the SOW may be modified to clarify its intent and to adjust the response period accordingly.

Within the requested response period, the Software Provider will respond to the SOW with a Project Proposal that includes the following:

- i. Project number from the SOW;
- ii. Software Provider understanding of the work to be performed;
- iii. Workplan, including a project timeframe, tasks, and resource loading;
- iv. Staffing plan, specifying the hours required for each Consultant;
- v. Maximum project consultant cost, which the Software Provider shall calculate by using the composite payment rate per hour set forth in Section C.3.g. If the project timeframe spans more than one year of the Contract term, the Software Provider must calculate the maximum project consultant cost using the payment rates for every effective year. For example, if the project begin and end dates lie completely within year six of the Contract term, the Software Provider would calculate maximum project consultant cost using the payment rates for that Contract year. On the other hand, if the dates begin in Contract year six and extend into years seven and eight, the Software Provider must calculate the maximum project consultant cost using the payment rates for all three years based on the dates in the workplan. The same rule would apply for all contract years; the maximum project consultant cost must be calculated using the payment rates for the effective years. This maximum project consultant cost shall be a "not to exceed" total cost; the Licensee shall pay no more than this cost for consultant expenses for the project, unless amended in the resulting MOU as described in Contract Section A.10.d;
- vi. Any Software Provider assumptions on which the Project Proposal is based. These assumptions cannot conflict with the terms and provisions of the Contract. In the event of a conflict, the Contract will prevail; and
- vii. The Licensee has the sole discretion to accept the Software Provider's Project Proposal, request modifications to the Software Provider's Project Proposal, or to reject the Software Provider's Project Proposal in its entirety.

c. Memorandum of Understanding.

After the Licensee has approved the Project Proposal, it will develop, using a Licensee-approved MOU format, a Memorandum of Understanding (MOU), which the Software Provider must sign to bind the Software Provider to its Project Proposal for the associated SOW.

The Licensee will provide a copy of the fully executed MOU, containing signatures from the Office for Information Resources and the Software Provider, to the Software Provider. Receipt of a fully executed MOU authorizes the Software Provider to provide the requested services and the Software Provider consultants to begin work. The Licensee will not be liable to pay the Software



Provider for any work performed prior to the Software Provider's receipt of a fully executed MOU.

d. Memorandum of Understanding Tracking and Amendment.

The MOU will fix the maximum amount of money to be paid in compensation on a particular SOW. This amount cannot be exceeded without an MOU amendment. Such an amendment, if deemed necessary by the Licensee, would increase the maximum potential compensation due the Software Provider for the requested services. The Amendment will require the same signatures as the original MOU.

For each MOU, the Software Provider will track the expenditures against the MOU Maximum Compensation, and will inform the Licensee when expenditures are nearing the cap. If insufficient funds are remaining in the amount to complete the project, the Software Provider will provide the Licensee with a revised Project Proposal for completion of the project. The revised Project Proposal will include the same information requested in the original Project Proposal (see Contract Section A.10.b.), updated as needed to complete the project. It must also detail the reason(s) additional funds are required. The Licensee, at its sole option, will either amend the MOU Maximum Compensation to accommodate completion of the project, in part or in whole, or direct the Software Provider to cease work on the project.

5. The following is added as contract section A.11:

A.11. Software Provider Consultant Performance and Replacement.

- a. The Software Provider shall select the Consultants to perform the services requested in the SOW. The Software Provider agrees to remove and replace at the Software Provider's expense, consultants whom the Licensee judges to be incompetent, careless, unsuitable or otherwise objectionable, or whose continued use is deemed contrary to the best interests of the Licensee or deemed not to make substantial contributions to the project. The Software Provider warrants that its consultants' performance of the services will meet the performance standards set forth in the SOW. If the SOW is silent on the standard of performance of the services, the Software Provider warrants that its consultants will perform the services in a good and workmanlike manner in accordance with generally accepted standards of performance in the industry for the type of services in question. The Software Provider agrees not to charge the Licensee for services performed which do not conform to the requirements in this provision.

This provision will not be deemed to give the Licensee the right to require the Software Provider to terminate any Software Provider employee's employment. Rather, this provision is intended to give the Licensee the right to require that the Software Provider discontinue using an employee in the performance of services for the Licensee.

- b. At the Licensee's request, the Software Provider will replace an individual that has voluntarily withdrawn or that the Software Provider has voluntarily removed from Licensee assignment. Any requirement for such replacement will be at the Licensee's sole discretion; the Licensee is not obligated to accept replacement of removed or withdrawn consultants. The Licensee will compensate the Software Provider for acceptable services completed by the consultant prior to voluntary withdrawal or removal.
- c. If the Licensee requests a replacement as described in Contract Sections A.11.a and A.11.b, the Software Provider will replace the consultant with a consultant of



equal or greater years experience as the consultant proposed in the associated Project Proposal for the MOU. The Software Provider will be compensated for the replacement consultant at the rate established for the original consultant.

- d. The termination of an individual consultant's assignment will not necessarily result in the termination of the MOU related to that consultant.

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

C.1. **Maximum Liability.** In no event shall the maximum liability of Licensee under this Contract exceed Four Million, Nine Hundred Forty-Three Thousand, Three Hundred Thirty Dollars and Twenty-Six Cents (\$4,943,330.26) (the "Value of the Contract"). The payment rates in Section C.3 and the Travel Compensation provided in Section C.4 shall constitute the entire compensation due the Software Provider for the Service and all of the Software Provider's obligations hereunder regardless of the difficulty, materials or equipment required. The License Fees include, but are not limited to, all applicable taxes, fees, overheads, and all other direct and indirect costs incurred or to be incurred by the Software Provider.

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

7. Contract section C.3.a is deleted in its entirety and replaced with the following:

C.3.a. License Fees.

<b>Core Software</b>	<b>Amount</b>
<b>Finance, Procurement, Logistics Software</b>	
Plant Maintenance	\$1,000,000
<b>Core Software License</b>	\$1,000,000

<b>Payment Number</b>	<b>Core Software Description</b>	<b>Estimated Payment Month</b>	<b>Payment Percentage</b>	<b>Payment Amount</b>
1	Initial Software Installation, Payment Made to Software Vendor Based on Completed Vendor Baseline Test Suite	Jul-06	50%	\$500,000.00
2	Technical Support, Year 1	Jul-06	100%	\$200,000.00
3	Final Software Installation Payment	Jan-07	50%	\$500,000.00
4	Technical Support, Year 2	Jul-07	100%	\$200,000.00
5	Technical Support, Year 3	Jul-08	100%	\$200,000.00
6	Technical Support, Year 4	Jul-09	100%	\$200,000.00
7	Technical Support, Year 5	Jul-10	100%	\$200,000.00
8	Technical Support, Year 6	Jul-11	100%	\$200,000.00
9	Technical Support, Year 7	Jul-12	100%	\$200,000.00
10	Technical Support, Year 8	Jul-13	100%	\$200,000.00
11	Technical Support, Year 9	Jul-14	100%	\$204,000.00



12	Technical Support, Year 10	Jul-15	100%	\$208,080.00
	<b>Total Software and Ongoing License</b>			<b>\$3,012,080.00</b>

Optional Software	Amount
Fleet Management – 12,200 Fleet Asset Limit	\$475,000.00
Fleet Management – Increase Fleet Asset Limit by 1,500, for a total of 13,700	\$25,500.00
Fleet Management – Increase Fleet Asset Limit by 500, for a total of 14,200	\$20,000.00
Crystal Adapter	\$15,000.00
Fleet Management – Potential Increase to Fleet Asset Limit by 500, for a total of 14,700 (at Licensee's option)	\$20,000.00
5 Concurrent Access License (CAL) Pack – Crystal Reports 2008 Server for M5	\$4,900.00
<b>Optional Software License</b>	<b>\$540,400.00</b>

Payment Number	Optional Software Description (Budget Admin, Applicant Services, Fleet Management, Data Warehouse and Business Data Analysis, Travel)	Estimated Payment Month	Payment Percentage	Payment Amount
1	Optional Software License, Payment Made to Software Vendor Based on Completed Vendor Baseline Test Suite	Jul-06	50%	\$245,000.00
2	Technical Support, Optional Software, Year 1	Jul-06	100%	\$98,000.00
3	Final Software Installation Payment	Jan-07	50%	\$245,000.00
4	Technical Support, Optional Software, Year 2	Jul-07	100%	\$98,000.00
5	Technical Support, Optional Software, Year 3	Jul-08	100%	\$98,000.00
6	Technical Support, Optional Software, Year 4	Jul-09	100%	\$103,000.00
7	Technical Support, Optional Software, Year 5	Jul-10	100%	\$108,000.00
8	Fleet Management – Increase Fleet Asset Limit by 1,500	Jul-10	100%	\$25,500.00
9	Fleet Management – Increase Fleet Asset Limit by 500	Jul-11	100%	\$20,000.00
10	Fleet Management – Potential Increase to Fleet Asset Limit by 500, for a total of 14,700 (at Licensee's option)	TBD	100%	\$20,000.00
11	5 Concurrent Access License (CAL) Pack – Crystal Reports 2008 Server for M5	Jul-11	100%	\$4,900.00
12	Crystal Reports 2008 Server for M5 – Annual Maintenance and Support, Year 6	Jul-11		\$980.00
13	Technical Support, Optional Software, Year 6	Jul-11	100%	\$116,000.00
14	Additional Technical Support Cost to support Potential Increase to Fleet Asset Limit by 500, Year 6	TBD		\$4,000.00
15	Crystal Reports 2008 Server for M5 – Annual Maintenance and Support, Year 7	Jul-12		\$980.00
16	Technical Support, Optional Software, Year 7	Jul-12	100%	\$116,000.00
	Additional Technical Support Cost to support Potential Increase to Fleet Asset Limit by 500, Year 7	TBD		\$4,000.00
17	Crystal Reports 2008 Server for M5 – Annual Maintenance and Support, Year 8	Jul-13		\$980.00



18	Technical Support, Optional Software, Year 8	Jul-13	100%	\$116,000.00
19	Additional Technical Support Cost to support Potential Increase to Fleet Asset Limit by 500, Year 8	TBD		\$4,000.00
20	Crystal Reports 2008 Server for M5 – Annual Maintenance and Support, Year 9	Jul-14		\$980.00
21	Technical Support, Optional Software, Year 9	Jul-14	100%	\$118,320.00
22	Additional Technical Support Cost to support Potential Increase to Fleet Asset Limit by 500, Year 9	TBD		\$4,000.00
23	Crystal Reports 2008 Server for M5 – Annual Maintenance and Support, Year 10	Jul-15		\$980.00
24	Technical Support, Optional Software, Year 10	Jul-15	100%	\$120,686.40
25	Additional Technical Support Cost to support Potential Increase to Fleet Asset Limit by 500, Year 10	TBD		\$4,000.00
<b>Total Software and Ongoing License</b>				<b>\$1,677,306.40</b>

<b>GRAND TOTAL</b>	<b>\$4,689,386.40</b>
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- i. With regard to the Plant Maintenance table above, for Contract Years 6 through 8, the Licensee and the Software Provider agree to maintain the Annual Technical Support fee at its Contract Year 5 rate of \$200,000. For Contract Years 9 and 10, the Licensee and the Software Provider agree to a fixed two percent (2.0%) yearly increase in the Annual Ongoing Software License fee, using the Year 8 fee as the base to perform the subsequent year calculations.
- ii. With regard to the Fleet Management table above, for Contract Years 6 through 8, the Licensee and the Software Provider agree to flat-rate increase in the Technical Support fee of \$4,000.00 to reflect enhanced support levels required to accommodate the Fleet Asset Limit increase from 12,200 to 14,200. For Contract Years 9 and 10, the Licensee and the Software Provider agree to a fixed two percent (2.0%) yearly increase in the Technical Support fee, using the Year 8 fee as the base to perform the subsequent year calculations.
- iii. For Contract Year 11 and for subsequent Contract Years, Software Provider agrees that any increases in Annual Ongoing Software License fees for the licensed software that the Software Provider may wish to make shall not be greater than the increase in the Consumer Price Index (CPI) over the twelve month period prior to the effective date of the desired increase. The Licensee and the Software Provider acknowledge that the sample period for determining the CPI percentage is subject to the necessary lead-time required to process the amendment documentation, as well as the customary delay in the publication of CPI data; the Licensee shall select a sample period that is as close as reasonably possible to the desired amendment effective date, given the aforementioned lead-time and delays. CPI as used herein means the U.S. Consumer Price Index for all Urban Consumers, U.S. City Average - All Items 1982-1984 = 100 Base for the applicable twelve (12) month period as published by the Bureau of Labor Statistics. Notwithstanding the foregoing, in any event Licensee shall only pay a License Fee equal to or less than the lowest License Fee being paid by any similarly situated licensee in any year during the Term.

8. Contract section C.3.f is deleted in its entirety and replaced with the following:

C.3.f. Additional User License Fees. If there are limits on the number of units or users for a Software product, the Licensee shall compensate the Software Provider for additional blocks of 100 units/users in accordance with the following licensure fee structure:



	<b>Proposed Fee for One (1) Additional Block of 100 Unit/User Licenses</b>
Core System Users (Plant Maintenance)	\$0.00
Core System Users (Fleet Management)	\$4,000.00 per 100 Active Units (Units are any fleet asset)
Crystal Adapter	\$0.00
Other Software Users; (Users of other software listed in Attachment A)	\$0.00
Incremental Technical Support fee – Amount of the increase in the Annual Technical Support fee for each additional block of 100 Active Units that is added. In the event that this increase occurs at any time other than the beginning of a given Contract Year, the Software Provider agrees to prorate the amount of the Incremental Technical Support fee accordingly.	\$800.00

"Active Units" are defined as Fleet Assets that are actively processed/tracked within the Software.

9. The following is added as contract section C.3.g:

C.3.g. Consulting Services Rates. The Licensee will compensate the Software Provider for Consulting Services, as described in Contract Section A.8, using the following rates per hour.

Service Description	Amount (per compensable increment)				
	Year 6 (07/25/11 – 07/24/12)	Year 7 (07/25/12 – 07/24/13)	Year 8 (07/25/13 – 07/24/14)	Year 9 (07/25/14 – 07/24/15)	Year 10 (07/25/15 – 07/24/16)
	Consulting Services	\$ 195.00 per Hour	\$ 195.00 per Hour	\$ 220.00 per Hour	\$ 220.00 per Hour

- i. The Software Provider may invoice the Licensee for Consulting Services when the Licensee has provided written acceptance of the completed work.
- ii. The total compensation to the Software Provider for Consulting Services over the term of this Contract shall not exceed \$205,000.
- iii. The Software Provider shall not be compensated for travel time to the primary location of service provision.

10. Contract section C.4 is deleted in its entirety and replaced with the following:

C.4. Travel Compensation. Compensation to the Software Provider for travel, meals, or lodging shall be subject to amounts and limitations specified in the "State Comprehensive Travel Regulations," as they are amended from time to time. The State's travel-related



compensation to the Software Provider shall not exceed \$48,943.86 over the life of this Contract.

The Software Provider must include (in addition to other invoice requirements of this Contract) a complete itemization of travel compensation requested in accordance with and attaching to the invoice appropriate documentation and receipts as required by the above-referenced "State Comprehensive Travel Regulations."

11. Contract section D.2 is deleted in its entirety and replaced with the following:

D.2. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Contract shall be in writing and shall be made by facsimile transmission, by overnight courier service, or by first class mail, postage prepaid, addressed to the respective party at the appropriate facsimile number or address as set forth below or to such other party, facsimile number, or address as may be hereafter specified by written notice.

The Licensee:

Stephanie Dedmon, Edison Project Director  
Department of Finance and Administration, Enterprise Resource Planning Division  
19<sup>th</sup> Floor, Snodgrass TN Tower  
312 Rosa L. Parks Avenue  
Nashville, TN 37243  
[stephanie.dedmon@state.tn.us](mailto:stephanie.dedmon@state.tn.us)  
Telephone # 615-253-2725  
FAX # 615-253-2980

The Software Provider (For Fleet):

Gordon Smith, VP  
AssetWorks, Inc.  
998 Old Eagle School Rd.  
Wayne, PA 19087  
[gordon.smith@assetworks.com](mailto:gordon.smith@assetworks.com)  
Phone: (859) 514-6730  
Fax: (859) 514-6737

The Software Provider (For AIM):

Randy Walsh  
AssetWorks  
1777 N.E. Loop 410, Suite 1250  
San Antonio, Texas 78217  
[randy.walsh@assetworks.com](mailto:randy.walsh@assetworks.com)  
Phone: (210) 301-1701  
Fax: (210) 301-0299

All instructions, notices, consents, demands, or other communications shall be considered effectively given as of the day of delivery; as of the date specified for overnight courier service delivery; as of three (3) business days after the date of mailing; or on the day the facsimile transmission is received mechanically by the telefax machine at the receiving location and receipt is verbally confirmed by the sender if prior to 4:30 p.m. CST. Any communication by facsimile transmission shall also be sent by United States mail on the same date of the facsimile transmission.

12. The following is added as Contract section E.24.

E.24. Prohibition of Illegal Immigrants. The requirements of *Tennessee Code Annotated*, Section 12-4-124, *et seq.*, addressing the use of illegal immigrants in the performance of any Contract to supply goods or services to the State of Tennessee, shall be a material



provision of this Contract, a breach of which shall be grounds for monetary and other penalties, up to and including termination of this Contract.

- a. The Software Provider hereby attests, certifies, warrants, and assures that the Software Provider shall not knowingly utilize the services of an illegal immigrant in the performance of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this Contract. The Software Provider shall reaffirm this attestation, in writing, by submitting to the Licensee a completed and signed copy of the document at Attachment D, hereto, semi-annually during the period of this Contract. Such attestations shall be maintained by the Software Provider and made available to Licensee officials upon request.
  - b. Prior to the use of any subcontractor in the performance of this Contract, and semi-annually thereafter, during the period of this Contract, the Software Provider shall obtain and retain a current, written attestation that the subcontractor shall not knowingly utilize the services of an illegal immigrant to perform work relative to this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant to perform work relative to this Contract. Attestations obtained from such subcontractors shall be maintained by the Software Provider and made available to Licensee officials upon request.
  - c. The Software Provider shall maintain records for all personnel used in the performance of this Contract. Said records shall be subject to review and random inspection at any reasonable time upon reasonable notice by the Licensee.
  - d. The Software Provider understands and agrees that failure to comply with this section will be subject to the sanctions of *Tennessee Code Annotated*, Section 12-4-124, *et seq.* for acts or omissions occurring after its effective date. This law requires the Commissioner of Finance and Administration to prohibit a Software Provider from contracting with, or submitting an offer, proposal, or bid to contract with the State of Tennessee to supply goods or services for a period of one year after a Software Provider is discovered to have knowingly used the services of illegal immigrants during the performance of this Contract.
  - e. For purposes of this Contract, "illegal immigrant" shall be defined as any person who is not either a United States citizen, a Lawful Permanent Resident, or a person whose physical presence in the United States is authorized or allowed by the federal Department of Homeland Security and who, under federal immigration laws and/or regulations, is authorized to be employed in the U.S. or is otherwise authorized to provide services under the Contract.
13. Contract Attachment C attached hereto is added as a new attachment.
  14. Contract Attachment D attached hereto is added as a new attachment.

The revisions set forth herein shall be effective on the date of final approval by all appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this contract, said officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury). All other terms and conditions of this Contract not expressly amended herein shall remain in full force and effect.

**IN WITNESS WHEREOF,**

**ASSETWORKS, INC.:**



*R. David Sadoo*

07-18-2011

SIGNATURE

DATE

R. David Sadoo, Sr Vice President

PRINTED NAME AND TITLE OF SIGNATORY (above)

DEPARTMENT OF FINANCE AND ADMINISTRATION:

*Mark A. Emkes*

*7-21-11*

MARK A. EMKES, COMMISSIONER

DATE

*of MOA*



## FLEETFOCUS M5 INTERFACE ENHANCEMENT DESCRIPTION

---

### PeopleSoft Purchase Requisition Interface

When purchase requisitions are interfaced to PeopleSoft, Tennessee needs the ability to identify those created manually using the Part Requisition frame and those created automatically through the PAUTOREC batch process after the requisitions are approved.

AssetWorks will add a purchase requisition source flag field to the purchase requisition table.

### PeopleSoft Employee Interface

The State of Tennessee is requesting the Standard PeopleSoft Employee interface be changed to mark all employees as operators.

AssetWorks will enhance the interface to update the "operator" flag to "Y".

### PeopleSoft Speed Chart Interface

The State of Tennessee is requesting that the Interface Manager frame be changed to allow them to "backdate" the LASTDOWNLOAD date field in order for the interface to select all the updated PeopleSoft Speed Charts accurately.

AssetWorks will modify the interface program so that it will no longer update the LAST DOWNLOAD parameter from this interface. This allows the user to type in a value (which they can do today) and it will not change each time the interface is executed.

### PeopleSoft PO Interface

The State is requesting a change to the Interface Manager for the Standard PeopleSoft PO to allow them to specify a number of days to subtract from the LAST DOWNLOAD DATE. In addition, the State is requesting the ability to pass multiple values in the "Origin" tag.

AssetWorks will add a new parameter to the Interface Manager for the Standard PeopleSoft PO interface, and the interface program will be changed to look at this parameter when selecting purchase orders from PeopleSoft. In addition, the request sent from AssetWorks will include two values in the "Origin" tag, "FMA" and "FM". It is expected that the PeopleSoft side of this interface can correctly parse this data.



ATTACHMENT D

**ATTESTATION RE PERSONNEL USED IN CONTRACT PERFORMANCE**

<b>SUBJECT CONTRACT NUMBER:</b>	FA-07-16895
<b>CONTRACTOR LEGAL ENTITY NAME:</b>	AssetWorks, Inc.
<b>FEDERAL EMPLOYER IDENTIFICATION NUMBER: (or Social Security Number)</b>	46-0521049

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

---

**CONTRACTOR SIGNATURE**

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

R. David Sadoo, Sr. Vice President

---

**PRINTED NAME AND TITLE OF SIGNATORY**

07-18-11

---

**DATE OF ATTESTATION**

# CONTRACT SUMMARY SHEET

021908

RFS #		Contract #	
<b>317.03 - 134 - 07</b>		<b>FA-07-16895-01</b>	
State Agency		State Agency Division	
Finance and Administration		Office of Information Resources	
Contractor Name		Contractor ID # (FEIN or SSN)	
AssetWorks, Inc.		<input type="checkbox"/> C- or <input checked="" type="checkbox"/> V- 46-0521049	
Service Description			
Enterprise Resource Planning (ERP) software and support services. Amendment changed Contractor name from MAXIMUS, Inc. to AssetWorks Inc. The FEIN changed from 54-1000588 to 46-0521049.			
Contract Begin Date	Contract End Date	SUBRECIPIENT or VENDOR?	
Final Signature Date:	PERPETUAL STARS End Date: 06/30/2011	VENDOR	

Mark Each TRUE Statement

Contractor is on STARS       Contractor's Form W-9 is on file in Accounts

Allotment Code	Cost Center	Object Code	Fund	Funding Grant Code	Funding Subgrant Code
317.03 317.30	MAXSL	083	15		
FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
2007	\$1,817,950.00				\$1,817,950.00
2008	\$298,000.00				\$298,000.00
2009	\$298,000.00				\$298,000.00
2010	\$303,000.00				\$303,000.00
2011	\$308,000.00				\$308,000.00
2012					
<b>TOTAL:</b>	<b>\$3,024,950.00</b>				<b>\$3,024,950.00</b>

— COMPLETE FOR AMENDMENTS ONLY —			State Agency Fiscal Contact & Telephone #	
FY	Base Contract & Prior Amendments	THIS Amendment ONLY	Maureen Abbey 615-741-6070	
2007	\$1,817,950.00		State Agency Budget Officer Approval	
2008	\$298,000.00		Maureen Abbey 3-12-09	
2009	\$298,000.00		Funding Certification (certification, required by T.C.A. §9-4-523, that there is a balance in the appropriation from which the obligated expenditure is required to be paid that is not otherwise encumbered to pay obligations previously incurred)	
2010	\$303,000.00			
2011	\$308,000.00			
2012				
<b>TOTAL:</b>	<b>\$3,024,950.00</b>			
End Date	PERPETUAL			

**Contractor Ownership** (complete for ALL base contracts—N/A to amendments or delegated authorities)

African American     Person w/ Disability     Hispanic     Small Business     Government  
 Asian     Female     Native American     NOT Minority/Disadvantaged     Other

**Contractor Selection Method** (complete for ALL base contracts—N/A to amendments or delegated authorities)

RFP     Competitive Negotiation \*     Alternative Competitive Method \*  
 Non-Competitive Negotiation     Negotiation w/ Government (ID, GG, GU)     Other \*

**Procurement Process Summary** (complete for selection by Non-Competitive Negotiation, Competitive Negotiation, OR Alternative Method)

RECEIVED

MAR 12 2009

RECEIVED

AMENDMENT ONE  
TO FA-07-16895-00

This Contract Amendment is made and entered by and between the State of Tennessee, by and through the Department of Finance and Administration, hereinafter referred to as the "State" and AssetWorks Inc., as successor in interest to MAXIMUS, Inc. On October 1, 2008, AssetWorks Inc. (hereinafter referred to as "Software Provider") purchased certain assets of MAXIMUS, Inc., which assets included substantially all the assets of the Asset Solution Division of MAXIMUS, Inc. and included Agreement FA-07-16895-00 with the State ("Contract"). Accordingly, Software Provider is the successor in interest to MAXIMUS, Inc. and beginning October 1, 2008 assumes all rights and obligations of MAXIMUS, Inc. under the Contract. Therefore, it is mutually understood and agreed by and between said undersigned parties that the subject Contract is hereby amended as follows:

1. The text of Contract Section D.2. Is deleted in its entirety and replaced with the following:

D.2. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Contract shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by EMAIL or facsimile transmission with recipient confirmation. Any such communications, regardless of method of transmission, shall be addressed to the respective party at the appropriate mailing address, facsimile number, or EMAIL address as set forth below or to that of such other party or address, as may be hereafter specified by written notice.

The State:

Stephanie Richardson, Edison Project Director  
Department of Finance & Administration, Enterprise Resource Planning Division  
162 3<sup>rd</sup> Ave. North  
Nashville, TN 37243  
stephanie.richardson@state.tn.us  
Phone: (615) 253-2725  
Fax: (615) 253-2980

The Contractor:

Gordon Smith, VP  
AssetWorks Inc.  
998 Old Eagle School Rd.  
gordonsmith@assetworks.com  
Phone: (610) 687-9202  
Fax: (610) 687-9447

All instructions, notices, consents, demands, or other communications shall be considered effectively given upon receipt or recipient confirmation as may be required.

2. The following is added as Contract Section E.22.:

E.22. Contractor Name. All references to "MAXIMUS, Inc." shall be deleted and replaced with "AssetWorks, Inc."

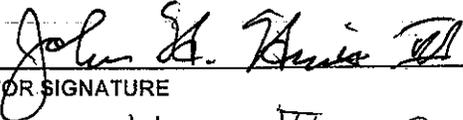
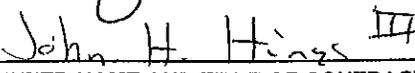
3. The following is added as Contract Section E.23:

E.23. Federal Employer Identification Number. All references to FEIN, "54-1000588" shall be deleted and replaced with FEIN, "46-0521049."

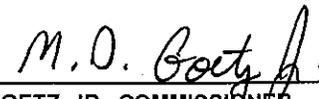
The revisions set forth herein shall be effective January 15, 2009. All other terms and conditions not expressly amended herein shall remain in full force and effect.

IN WITNESS WHEREOF:

ASSETWORKS, INC.


Feb 14, 2009  
 \_\_\_\_\_  
 CONTRACTOR SIGNATURE DATE  
 President  
 \_\_\_\_\_  
 PRINTED NAME AND TITLE OF CONTRACTOR SIGNATORY (above)

DEPARTMENT OF FINANCE AND ADMINISTRATION:


3-12-09  
 \_\_\_\_\_  
 M. D. GOETZ, JR., COMMISSIONER DATE  
 MOA

APPROVED:


3-31-09  
 \_\_\_\_\_  
 M. D. GOETZ, JR., COMMISSIONER DATE  
 DEPARTMENT OF FINANCE AND ADMINISTRATION

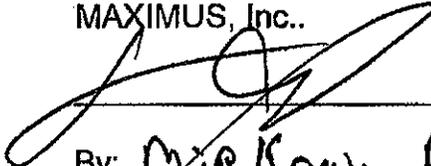

7/2/09  
 \_\_\_\_\_  
 JOHN G. MORGAN, COMPTROLLER OF THE TREASURY DATE  
 Justin P. Wilson

**ASSIGNMENT, ACCEPTANCE OF ASSIGNMENT  
AND CONSENT TO ASSIGNMENT**

**ASSIGNMENT**

MAXIMUS, Inc. hereby assigns and transfers all its rights and interests and its duties under Contract #FA-07-16895-00, (hereinafter called "the Contract"), between MAXIMUS, Inc. and the State of Tennessee ("Customer") to AssetWorks, Inc. effective as of October 1, 2008.

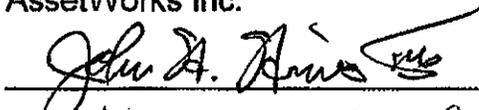
MAXIMUS, Inc.

  
By: Mira Kow, Dir. Contract  
Name, Title

**ACCEPTANCE OF ASSIGNMENT**

AssetWorks Inc. hereby accepts the above assignment and agrees to be bound by all of the terms and conditions of the Contract effective October 1, 2008

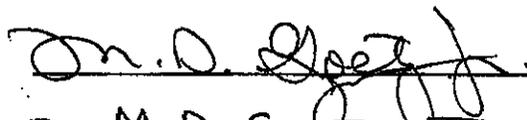
AssetWorks Inc.

  
By: John H. Hings III, President  
Name, Title

**CONSENT TO ASSIGNMENT**

Customer has consented to the above assignment as of October 1, 2008.

CUSTOMER

  
By: M.D. Goetz, Jr. Commissioner  
Name, Title



# CONTRACT SUMMARY SHEET

060706

<b>RFS #</b>	<b>Contract #</b>
317.03 — 134 — 07	— — —

<b>State Agency</b>	<b>State Agency Division</b>
Finance and Administration	Office for Information Resources

<b>Contractor Name</b>	<b>Contractor ID # (FEIN or SSN)</b>
MAXIMUS, Inc.	<input type="checkbox"/> C- or <input checked="" type="checkbox"/> V- 54-1000588

**Service Description**  
Enterprise Resource Planning (ERP) software and support services.

<b>Contract Begin Date</b>	<b>Contract End Date</b>	<b>SUBRECIPIENT or VENDOR?</b>	<b>CFDA #</b>
Final Signature Date:	PERPETUAL STARS End Date: 06/30/2011	VENDOR	

**Mark Each TRUE Statement**

Contractor is on STARS                       Contractor's Form W-9 is on file in Accounts

<b>Allotment Code</b>	<b>Cost Center</b>	<b>Object Code</b>	<b>Fund</b>	<b>Funding Grant Code</b>	<b>Funding Subgrant Code</b>
317.30	MAXSL	083	15		

FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
2007	\$1,817,950.00				\$1,817,950.00
2008	\$298,000.00				\$298,000.00
2009	\$298,000.00				\$298,000.00
2010	\$303,000.00				\$303,000.00
2011	\$308,000.00				\$308,000.00
2012					
<b>TOTAL:</b>	<b>\$3,024,950.00</b>				<b>\$3,024,950.00</b>

<b>— COMPLETE FOR AMENDMENTS ONLY —</b>			<b>State Agency Fiscal Contact &amp; Telephone #</b>
FY	Base Contract & Prior Amendments	THIS Amendment ONLY	Maureen Abbey 741-6070
			<b>State Agency Budget Officer Approval</b>
			
			<b>Funding Certification</b> (certification, required by T.C.A. § 9-4-5113, that there is a balance in the appropriation from which the obligated expenditure is required to be paid that is not otherwise encumbered to pay obligations previously incurred)
<b>TOTAL:</b>			
<b>End Date:</b>			

**Contractor Ownership** (complete only for base contracts with contract # prefix: FA or GR)

African American     Person w/ Disability     Hispanic     Small Business     NOT minority/disadvantaged  
 Asian     Female     Native American     OTHER minority/disadvantaged—

**Contractor Selection Method** (complete for ALL base contracts— N/A to amendments or delegated authorities)

RFP                       Competitive Negotiation                       Alternative Competitive Method  
 Non-Competitive Negotiation                       Negotiation w/ Government (e.g., ID, GG, GU)                       Other

**Procurement Process Summary** (complete for selection by Alternative Method, Competitive Negotiation, Non-Competitive Negotiation, OR Other)

The means of procurement was RFP 317.03-134. During the course of the RFP process the decision was made to pursue a Best and Final Offer (BAFO) process. In summary, this BAFO process entailed receiving Initial Technical Proposals, evaluating these and combining the resultant scores with scores from the Software Demonstrations. The State then prepared a BAFO Request document for each Proposer, which specified areas in which the State needed further clarification or response from the Proposer. The Proposer then responded to the BAFO Request with a BAFO Technical and Cost Proposal. These were evaluated and the apparently successful Proposer was named. This process is described in greater detail in RFP Attachment 6.20, and in the Alternative Procurement Method Request that appears in the accompanying documentation.

**SOFTWARE LICENSE  
BETWEEN THE STATE OF TENNESSEE  
AND  
MAXIMUS, INC.**

This Software License (the "Contract"), by and between the State of Tennessee, by and through the Department of Finance and Administration, hereinafter referred to as the "Licensee" and MAXIMUS, Inc., hereinafter referred to as the "Software Provider," is for the provision of software and support services pertaining to Licensee's Enterprise Resource Planning (ERP) Software and Services project, as further defined in the "SCOPE OF SERVICES."

The Software Provider is a for-profit corporation. The Software Provider's address is:

MAXIMUS, Inc  
11419 Sunset Hills Road  
Reston, Virginia 20190

The Software Provider's place of incorporation or organization is Virginia

A. SCOPE OF SERVICES:

A.1. General Scope. The Software Provider will provide the software license and support as set forth in this Contract.

A.2. Definitions and Relationship of Software Provider, State as Licensee, and Licensee's implementation vendor.

A.2.a. The Software Provider agrees to fully cooperate with the Licensee's implementation vendor, hardware vendor, other software vendors, and /or contractors throughout the implementation of the software, and thereafter, to assist in the determination of the cause of any issues related to the software and/or the system as implemented. The Software Provider is responsible, in accordance with the Warranty and Support provisions of this Software License, for the resolution of issues as related to the software licensed to the Licensee by the Software Provider.

A.2.b. While the Licensee has a contract with the implementation vendor, the Licensee's implementation vendor shall manage and coordinate the implementation efforts of the Software Provider. The Software Provider must enter into a written agreement (subcontract) with the implementation vendor. This relationship notwithstanding, throughout the term of the Software License, Licensee may contact the Software Provider directly if such contact is deemed by Licensee to be in the best interest of the ERP project.

A.3. Software License and Support

A.3.a. The Software Provider shall provide Licensee with the software and ongoing software support for the software products described in this Contract. "Software" shall mean all products listed by name in Attachment A, including, but not limited to, modules, complete applications, components, builds, add-ons, plug-ins, and individual lines of software code; and including the Contractor-Owned Software, Custom-Developed Application Software, and Third Party Software as those terms are defined herein in Section D.4. This Contract, including its attachments, is the sole agreement between Licensee and Software Provider with respect to the Software. Licensee will not enter into any other software licensing agreements with the Software Provider for the products listed in Attachment A.

A.3.b. Software Provider hereby grants to Licensee a non-exclusive, irrevocable, and perpetual license (except as provided below) with right of sublicense, to use the Software for Licensee's Internal Business Operations, but not including the right to market or sell the Software for commercial purposes, in machine-readable object code in the Territory (the "License"). "Internal Business Operations" shall mean

all business of any kind undertaken by or on behalf of the State of Tennessee, its agents or its representatives. "Territory" shall mean throughout the world.

A.3.c. The Licensee recognizes that various software vendors utilize different license methods, e.g., unlimited or limited user licenses; unlimited or limited device licenses ("device" means a personal computer, server, CPU, mainframe, etc.); or unlimited or limited licensed units ("licensed units" means individual items of equipment, etc., as applicable. The particular license method used for this Software License may vary among the Software products licensed hereunder. There are three categories of Software provided under this Contract: (i) Plant Maintenance, (ii) Crystal Adapter, and (iii) Fleet Management. The Software is licensed in accordance with the following provisions:

- i. Plant Maintenance and Crystal Enterprise Software. Unlimited numbers of Licensee users shall be permitted to access and use the Plant Maintenance and Crystal Adapter software in accordance with the terms of this License, including but not limited to, employees of Licensee, service providers or potential service providers of Licensee, and non-employee individuals transacting business of any kind with Licensee.
- ii. Fleet Management Software. Unlimited numbers of Licensee users shall be permitted to access and use the Fleet Management Software in accordance with the terms of this License, including but not limited to, employees of Licensee, service providers or potential service providers of Licensee, and non-employee individuals transacting business of any kind with Licensee. However, Licensee shall not permit more than Twelve Thousand Two Hundred (12,200) Fleet Assets to be processed concurrently within the Software. For purposes of establishing the number of Fleet Assets, a "Fleet Asset" shall be a vehicle such as an automobile or truck.
- iii. Software Provider shall be permitted to audit (at least once annually and in accordance with Software Provider's standard procedures, to the extent that these procedures do not violate State security standards or interfere with the daily conduct of State business) the usage of the Software. In the event an audit reveals that Licensee underpaid License Fees to Software Provider, Licensee shall pay Software Provider the amount of such underpayment within thirty (30) days of completion of the audit based on the additional Active Equipment Units or Fleet Assets given in Section C.3.a and conditions in effect at the time of the audit, such as actual Active Equipment Unit Fleet Asset counts. In addition, the Licensee has the option to expand the license limits to allow additional Fleet Assets based on the fees in Section C.3.a.
- iv. If the Licensee has a need to exceed the Active Equipment Units or Fleet Assets named in Section A.3.c.ii, the Licensee shall procure additional blocks of licenses in accordance with the terms of Sections C.3.f and C.3.g, respectively.

A.3.d. The License includes access to documentation and other proprietary information related to the Software (the "Proprietary Information"), which Software Provider shall deliver to Licensee promptly upon execution of the Contract and which Software Provider shall update and supplement as required during the Term of this License, in accordance with Section A.4 below.

A.3.e. Licensee shall not copy, retain, or disclose Proprietary Information or the Software except to the extent necessary for the performance of this and the use of the Software, and except as required by law.

A.3.f. The License includes the right to make Modifications to the Software as Licensee determines is necessary, subject to Software Provider's prior written approval, which approval may be withheld in Software Provider's sole discretion. "Modifications" shall mean any revisions or improvements made to the Software.

A.3.g. All right, title and interest in and to the Software shall be governed by the provisions contained in Section D.4 of this Contract.

A.3.h. Software Provider Duties. Software Provider shall:

- i. Install the Software in Licensee's development environment and demonstrate successful completion of the Vendor Baseline Test Suite, as described in Contract Appendix A (The "Initial Software

Installation"). "Vendor Baseline Test Suite" means that, for each Software product licensed hereunder, all baseline software as proposed (including any 3<sup>rd</sup> party software proposed and required to meet functional requirements in the RFP) has been properly installed and is functioning as intended; and Software Provider's test suite has been run and verified against installed software.

- ii. Provide Support as defined in Section A.4 of this Contract, renewable annually, for the full Term of the Contract.
- iii. For successful performance of these duties, Software Provider will be compensated in accordance with Section C.3.

A.3.i. Export Control. The Software, documentation, and other proprietary information are or may be subject to regulation by agencies of the U.S. Government, including the U.S. Department of Commerce, prohibiting the export or diversion of certain technical products to certain countries.

A.4. Technical Support.

- A.4.a. If Licensee has subscribed to Technical Support and has paid the Technical Support Fees, the Software Provider shall provide technical support to Licensee—via on-line interface and toll-free telephone number— for the Software ("Support" or "Technical Support"). Support shall be available Monday through Friday, excluding State holidays, between the hours of 7:00 AM and 7:00 PM Central Time. Technical Support shall commence as set forth herein in Sections C.3.b.i and C.3.b.ii and shall have a term of twelve (12) months. The term shall automatically renew each year thereafter for an additional twelve (12) month period unless either party provides written notice of non-renewal at least ninety (90) days in advance of the scheduled renewal date.
- A.4.b. The personnel responding to requests to provide support shall be trained to enable them, in most cases, to address questions and solve problems themselves, without having to escalate the questions for response.
- A.4.c. In the event that a problem does require escalation, the Software Provider shall respond to requests for technical support, or requests for information within three business (3) days, by either correcting the problem, providing technical support or information requested, or providing a plan, including a delivery date, for the problem correction, technical support or information requested. Software Provider shall exercise its best efforts to respond within one (1) calendar day to problems identified by Licensee as urgent.
- A.4.d. If Licensee has subscribed to Maintenance and has paid the Technical Support fees, the Software Provider shall also make available to Licensee, at no additional cost, (A) correction of Deviations (defined below); (B) any Software improvements made commercially available, including, but not limited to: upgrades, patches, and new releases; (C) Technical Literature; and (D) the other forms of support, all in accordance with the following terms.

i. Correction of Deviations

In the event that the Licensee encounters an error and/or malfunction ("Deviation") in the Software, it shall communicate the circumstances and any supporting information to the Software Provider. Upon receipt, Software Provider will respond as follows:

- a. In the event that, in the mutual and reasonable opinion of Software Provider and the Licensee, there exists a Deviation that does not constitute a serious impediment to the normal intended use of the Software, Software Provider will correct the Deviation and distribute the correction to the Licensee in accordance with Software Provider's normal Software revision schedule.
- b. In the event that, in the mutual and reasonable opinion of Software Provider and the Licensee, there exists a Deviation that does constitute a serious impediment to the normal intended use of the Software, Software Provider will take such steps as are required to correct the Deviation with all due dispatch.

ii. Software Revisions and New Versions

a. The Software may be revised by Software Provider as a result of the correction of Deviations and/or the release of upgrades or improvements or modifications designed to improve the performance of the Software and/or to increase the capabilities of the Software (hereafter "Revisions"). Revisions shall be of two kinds:

I. Revisions that the Licensee is obliged to implement ( "Mandatory Revisions");

II. Revisions that may be implemented by the Licensee at its option ( "Optional Revisions").

No charge shall be made to the Licensee for either Mandatory Revisions or Optional Revisions.

b. New versions ("New Versions") of the Software may be issued by Software Provider from time to time. Compared to a Revision, a New Version substantially improves the performance of the Software and/or substantially increases its functionality and capability. Software Provider, in its sole discretion, shall decide which upgrades and improvements will be issued as Revisions and which shall be issued as New Versions.

iii. Technical Literature

Software Provider shall make available to the Licensee all technical literature that is considered by Software Provider to be relevant to the Software and its use within the scope of Licensee's operations.

iv. Transmission

All Revisions and New Releases will be transmitted to the Licensee on magnetic tape, magnetic disk or other suitable media, at the option of Software Provider. The Licensee shall be solely responsible for mounting the media and executing the appropriate instructions in order to transfer the Revisions or New Releases onto to its system.

v. Remote Diagnostic Access

The Licensee shall provide appropriate modem facilities by which Software Provider may, with the permission of the Licensee, remotely access the Software for the purpose of remote diagnostics and support.

vi. Proper Use

a. The Licensee agrees that all reasonable effort shall be taken to ensure that neither the Software nor data files are misused.

b. In the event that the Licensee does misuse the Software or data files resulting in a system malfunction, and Licensee requests that Software Provider repair the malfunction, Software Provider shall be entitled to correct the situation at Licensee's expense.

vii. In the event that on-site diagnostic assistance is requested by Licensee and provided by Software Provider, which, in the reasonable opinion of Software Provider and the Licensee, relates to problems not caused by a Deviation in the Software, such assistance shall be at the Licensee's expense.

A.4.d. Compensation to the Software Provider for Support is included within the Technical Support fees detailed in Section C.3.a.

A.5. Source Code in Escrow.

- A.5.a. For any source code that does not become property of Licensee, the Software Provider shall maintain copies of the source code in escrow with an escrow company pre-approved by Licensee. At the time of contract execution, the escrow company is Iron Mountain, and the Licensee's signature on this Contract serves as the Licensee's approval of this escrow company. The Software Provider shall pay all fees associated with placing and maintaining the source code in escrow.
- A.5.b. Within fifteen (15) calendar days after Licensee's approval of the Software License, the Software Provider shall submit to Licensee a letter that includes the name, address, and full contact information for the recommended escrow company. Should the Software Provider decide to change the escrow company, the Software Provider shall notify the Licensee and the Licensee shall have right of prior approval of the replacement company, which approval shall not be unreasonably withheld.
- A.5.c. Within fifteen (15) calendar days after Licensee has provided to the Software Provider the written approval of a recommended escrow company, the Software Provider shall place the source code in escrow with the approved escrow company. The Software Provider shall provide Licensee with a signed letter from the escrow company in question stating that the code has been placed in escrow and confirming Licensee's right to obtain the source code directly from the escrow company in the event of Software Provider default as described below. Throughout the term of the contract, the Software Provider shall ensure that the source code in escrow is kept current with Licensee's production environment, matching Licensee's production version level, including any upgrades, enhancements, or new releases that are applied to Licensee's system.
- A.5.d. In the event that Software Provider files a petition in bankruptcy, becomes insolvent, is unable to pay its debts as they become due, or is otherwise unable to provide the Support described in this Contract, Licensee may obtain the source code from the Escrow Agent.

A.6. Representations and Warranties.

- a. Software Provider represents and warrants that the Software will perform substantially in accordance with its documentation and that the Software, or Licensee's use of the Software as permitted under this Contract, does not infringe the copyrights, trademarks, trade secrets, or other intellectual property or other proprietary right of any third party. The term of the Warranty Period for the software performing substantially in accordance with its documentation shall be limited to twelve (12) months, from the date that the Software in question is used in a production mode in the Licensee's ERP system. The term of the Warranty Period with regard to non-infringement shall be perpetual.
- b. Software Provider represents that it has the right to license the Software to Licensee as provided herein.
- c. Software Provider further represents that the Software will conform to the description contained in the User Manual.

The warranty period for the Software shall be in effect between Contract execution and commencement of the Year 1 of the Technical Support under this Contract, During the warranty period, in the event that the Licensee encounters an error and/or malfunction whereby the Software does not conform to the description in the User Manual, Software Provider will respond as follows:

- i. In the event that, in the mutual and reasonable opinion of Software Provider and the Licensee, there exists an error or nonconformance to the User Manual, which constitutes a serious impediment to the normal use of the Software, Software Provider will take such steps as are required to correct the error with due dispatch.
- ii. In the event that, in the mutual and reasonable opinion of Software Provider and the Licensee, the error or nonconformance to the User Manual does not constitute a serious impediment to the normal intended use of the Software, Software Provider will correct the error and distribute the correction to the Licensee in accordance with Software Provider's normal Software revision schedule.

- A.7. Licensee's Right to Remove Modules from the ERP System. The Software Provider may provide one or more "Optional Software Modules" as a part of its portion of the ERP System. In this event, the following provisions shall apply.
- A.7.a. In accordance with the provision of this Section A.7, the Licensee reserves the right to reduce the scope of the Contractor's obligations by removing the Fleet Management Optional Software Module and its associated implementation services from the ERP project scope. This Optional Software Module will be provided "as is" on a trial basis and will be installed at the same time the Software Provider installs the Software. Licensee may use Optional Software Modules solely for trial, non-production purposes only to determine the suitability of the Optional Software Modules and to perform the fit gap analysis described below. Licensee may not use the Optional Software Modules to provide or attend third party training on the content and/or functionality of the programs.
- A.7.b. The Licensee will assess the degree of customization to determine the suitability of the Fleet Management module listed in A.7.a above. The Licensee, with assistance from MAXIMUS, Inc., under contract as the Licensee's integration contractor, will perform a "fit gap analysis" to determine the suitability of the application module listed in A.7.a above. This analysis shall include a comparison of the software's fit to the ERP functional requirements. The fit gap analysis shall be completed within six (6) months of the completion of the Core Software Vendor Baseline Test Suite.
- A.7.c. Licensee shall have 180 days from the date of Licensee's acceptance of the Vendor Baseline Test Suite to evaluate the Optional Software. If, after the fit gap analysis, Licensee decides to retain the Optional Software Modules, payment milestones shall be as set forth in Section c.3.a of the Contract.
- A.7.d. If Licensee decides to retain the Optional Software Modules, Licensee's license and support for such programs shall be the same as set forth in Section A.3 of the Contract.
- B. SOFTWARE LICENSE TERM: The Contract "effective date" shall be the date the last signature is affixed to the Contract signature page. The License granted in Section A.3, shall be perpetual except as provide herein.
- C. PAYMENT TERMS AND CONDITIONS:
- C.1. Maximum Liability. In no event shall the maximum liability of Licensee under this Contract exceed Three Million, Twenty-Four Thousand, Nine Hundred Fifty Dollars, and No Cents (\$3,024,950.00) (the "Value of the Contract"). The License Fees in Section C.3 shall constitute the entire compensation due the Software Provider for the Service and all of the Software Provider's obligations hereunder regardless of the difficulty, materials or equipment required. The License Fees include, but are not limited to, all applicable taxes, fees, overheads, and all other direct and indirect costs incurred or to be incurred by the Software Provider, with the exception of Contract Section C.4.
- The maximum liability represents available funds for payment to the Software Provider and does not guarantee payment of any such funds to the Software Provider under this Contract unless the Software Provider provides the required services. In which case, the Software Provider shall be paid in accordance with the License Fees detailed in Section C.3. Licensee is under no obligation to request services from the Software Provider in any specific dollar amounts or to request any services at all from the Software Provider during any period of this Contract.
- C.2. Compensation Firm. Except as specified under C.3.a, the License Fees and the Maximum Liability of Licensee are firm for the Term of the License and are not subject to escalation for any reason unless amended.
- C.3. Payment Methodology. The Software Provider shall be compensated based on the License Fees defined herein in a total amount not to exceed the Maximum Liability established in Section C.1. The Software Provider's compensation shall be contingent upon the satisfactory completion of Software Provider's duties defined in Section A herein. The Software Provider shall be compensated based upon the following License Fees:

C.3.a. License Fees.

Core Software	Amount
Finance, Procurement, Logistics Software	
Plant Maintenance	\$1,000,000
<b>Core Software License</b>	<b>\$1,000,000</b>

Payment Number	Core Software Description	Estimated Payment Month	Payment Percentage	Payment Amount
1	Initial Software Installation, Payment Made to Software Vendor Based on Completed Vendor Baseline Test Suite	Jul-06	50%	\$500,000.00
2	Technical Support	Jul-06	100%	\$200,000.00
3	Final Software Installation Payment	Jan-07	50%	\$500,000.00
4	Technical Support	Jul-07	100%	\$200,000.00
5	Technical Support	Jul-08	100%	\$200,000.00
6	Technical Support	Jul-09	100%	\$200,000.00
7	Technical Support	Jul-10	100%	\$200,000.00
	<b>Total Software and Ongoing License</b>			<b>\$2,000,000.00</b>

Optional Software	Amount
Fleet Management	\$475,000.00
Crystal Adapter	\$15,000.00
<b>Optional Software License</b>	<b>\$490,000.00</b>

Payment Number	Optional Software Description (Budget Admin, Applicant Services, Fleet Management, Data Warehouse and Business Data Analysis, Travel)	Estimated Payment Month	Payment Percentage	Payment Amount
1	Optional Software License, Payment Made to Software Vendor Based on Completed Vendor Baseline Test Suite	Jul-06	50%	\$245,000.00
2	Technical Support, Optional Software	Jul-06	100%	\$98,000.00
3	Final Software Installation Payment	Jan-07	50%	\$245,000.00
4	Technical Support, Optional Software	Jul-07	100%	\$98,000.00
5	Technical Support, Optional Software	Jul-08	100%	\$98,000.00
6	Technical Support, Optional Software	Jul-09	100%	\$103,000.00
7	Technical Support, Optional Software	Jul-10	100%	\$108,000.00
	<b>Total Software and Ongoing License</b>			<b>\$995,000.00</b>

<b>GRAND TOTAL</b>	<b>\$2,995,000.00</b>
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Software Provider agrees that any increases in Annual Ongoing Software License fees for the licensed software that the Software Provider may wish to make upon completion of the Annual Ongoing Software License payments provided for in the table above shall not be greater than the increase in the Consumer Price Index (CPI) over the twelve month period prior to the effective date of the desired increase. CPI as used herein means the U.S. Consumer Price Index for all Urban Consumers, U.S. City Average - All Items 1982-1984 = 100 Base for the applicable twelve (12) month period as published by the Bureau of Labor Statistics. Notwithstanding the foregoing, in any event Licensee shall only pay a License Fee equal to or less than the lowest License Fee being paid by any similarly situated licensee in any year during the Term.

C.3.b. Milestone Completion Criteria and Payment Methodologies. The completion of the above milestones shall be defined as follows:

C.3.b.i. Core Software Payment Methodology.

- 1) Initial Software Installation. The Licensee shall compensate the Software Provider for Payment Number 1 above upon completion and the Licensee's written approval of the Vendor Baseline Test Suite as defined in Appendix A to this Contract. Payment will equal 50% of the Core Software License fee.
- 2) Final Software Installation. The Licensee shall compensate the Software Provider for Payment Number 2 above six months after completion of the Licensee's approval of the Vendor Baseline Test Suite as defined in Appendix A to this Contract. Payment will equal 50% of the Core Software License fee.
- 3) Technical Support Fees for License Years 1 through 5. The first year of Technical Support shall start upon completion and Licensee's written approval of the Vendor Baseline Test Suite as defined in Appendix A, and the Licensee shall compensate the Software Provider for Year

1 Technical Support Fees at the start of Technical Support Year 1. Subsequent Technical Support payments for Years 2 through 5 shall be made on the anniversary date of the Year 1 payment.

C.3.b.ii. **Optional Software Modules.** For Optional Software, the payment milestones shall be as follows:

- 1) **Initial Software Installation.** The Licensee shall compensate the Software Provider for Payment Number 1 above upon completion and the Licensee's written approval of the Vendor Baseline Test Suite as defined by Appendix A. Payment will equal 50% of the Optional Software License fee.
- 2) **Final Software Installation.** The Licensee shall compensate the Software Provider for Payment Number 2 above six months after completion of the Licensee's approval of the Vendor Baseline Test Suite as defined by Appendix A. Payment will equal 50% of the Optional Software License fee.
- 3) **Technical Support Fees for License Years 1 through 5.** The first year of Technical Support shall start upon completion and Licensee's approval of the Vendor Baseline Test Suite as defined by Appendix A, and the Licensee shall compensate the Software Provider for Year 1 Technical Support Fees at the start of Technical Support Year 1. Subsequent Technical Support payments for Years 2 through 5 shall be made on the anniversary date of the Year 1 payment.

C.3.c. In the event that this Contract is terminated prior to the end of any Technical Support fee year, then the Software Provider shall prorate the Technical Support fee and shall reimburse Licensee for the full monetary amount of the remainder of the unused year.

C.3.d. The Software Provider shall submit invoices in form and substance acceptable to Licensee with all of the necessary supporting documentation, prior to any payment. All invoices shall be due within thirty (30) days of receipt of the invoice. Late payments shall bear interest at the rate specified in TCA 12-4-701, et seq.

C.3.e. If payments are not made in accordance with the terms of this Contract, Software Provider reserves the right to suspend performance under this Contract, without incurring liability. However, such right to suspend performance is contingent upon Software Provider providing written notice to Licensee to the attention of Licensee contact given in Section D.2 herein, with a copy to General Counsel, Department of Finance and Administration, Suite 2100, Wm. R. Snodgrass Tennessee Tower, Nashville, Tennessee 37243, at least fifteen (15) days prior to such intended suspension.

C.3.f. **Additional User License Fees.** If there are limits on the number of units or users for a Software product, the Licensee shall compensate the Software Provider for additional blocks of 100 units/users in accordance with the following licensure fee structure:

	<b>Proposed Fee for One (1) Additional Block of 100 Unit/User Licenses</b>
Core System Users (Plant Maintenance)	\$0.00
Core System Users (Fleet Management)	\$4,000.00 per 100 Active Units (Units are any fleet asset)
Crystal Adapter	\$0.00
Other Software Users; (Users of other software listed in Attachment A)	\$0.00

"Active Units" are defined as Fleet Assets that are actively processed/tracked within the Software.

C.3.g. Additional Device License Fees. If there are Software Provider-imposed limits on the number of Servers on which the Software may be loaded, the Licensee shall compensate the Software Provider for each additional Device License in accordance with the following licensure fee structure:

Software Functional Area	Proposed Fee to Install the Software On One (1) Additional Device **
Plant Maintenance	\$0.00
Fleet Management	\$0.00
Crystal Adapter	\$0.00

\*\* Device in this Table means State Servers, which is a different meaning from "devices" such as Personal Computing Devices, Personal Digital Assistants (PDA's), Pocket PC's, Handhelds, Cell Phones, etc. for which there are additional fees.

C.4. Travel Compensation. With regard to Travel under this Contract, the following provisions shall apply:

C.4.a. The project site "Official Station," which is defined as the location at which Software Provider personnel shall perform the major portion of their duties, is Nashville, Tennessee.

C.4.b. Neither the Software Provider, its personnel, nor its agents shall be eligible for reimbursements for any travel expenses related to work performed at Software Provider maintained or sanctioned work locations, or at the Official Station. This includes, but is not limited to, travel to and from the Official Station, and food and lodging therein.

C.4.c. In some cases, at the Licensee's request and with prior written approval, Software Provider personnel may be required to travel and work away from the Official Station. Such travel expenses, provided that the destination is greater than fifty (50) miles from the Official Station, shall be reimbursed in accordance with the *State of Tennessee Comprehensive Travel Regulations*, as amended from time to time (see <http://www.state.tn.us/finance/act/policy.html>).

C.5. Payment of Invoice. The payment of the invoice by Licensee shall not prejudice Licensee's right to object to or question any invoice or matter in relation thereto. Such payment by Licensee shall neither be construed as acceptance of any part of the work or service provided nor as an approval of any of the amounts invoiced therein.

C.6. Invoice Reductions. The Software Provider's invoice shall be subject to reduction for amounts included in any invoice or payment theretofore made which are determined by Licensee, on the basis of audits conducted in accordance with the terms of this contract, not to constitute proper remuneration for compensable services.

C.7. Deductions. As required by TCA 9-4-604, Licensee reserves the right to deduct from amounts which are or shall become due and payable to the Software Provider under this or any contract between the Software Provider and Licensee any amounts which are or shall become due and payable to the Licensee by the Software Provider.

C.8. Automatic Deposits. The Software Provider shall complete and sign an "Authorization Agreement for Automatic Deposit (ACH Credits) Form." This form shall be provided to the Software Provider by Licensee. Once this form has been completed and submitted to Licensee by the Software Provider all payments to the Software Provider, under this or any other contract the Software Provider has with Licensee shall be made by Automated Clearing House (ACH). The Software Provider shall not invoice Licensee for services until the Software Provider has completed this form and submitted it to Licensee.

D. SPECIAL TERMS AND CONDITIONS:

- D.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Contract, these special terms and conditions shall control.
- D.2. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Contract shall be in writing and shall be made by facsimile transmission, by overnight courier service, or by first class mail, postage prepaid, addressed to the respective party at the appropriate facsimile number or address as set forth below or to such other party, facsimile number, or address as may be hereafter specified by written notice.

The State:

Stephanie Richardson, Edison Project Director  
Department of Finance and Administration, Enterprise Resource Planning Division  
162 3<sup>rd</sup> Ave. North  
Nashville, TN 37243  
Telephone: (615) 253-2725  
Fax: (615) 253-2980

The Software Provider:

John H. Hines, III, Division President  
MAXIMUS, Inc  
998 Old Eagle School Road  
Wayne, Pennsylvania 19087  
Telephone: (610)-687-9202  
Facsimile 610-971-9447

All instructions, notices, consents, demands, or other communications shall be considered effectively given as of the day of delivery; as of the date specified for overnight courier service delivery; as of three (3) business days after the date of mailing; or on the day the facsimile transmission is received mechanically by the telefax machine at the receiving location and receipt is verbally confirmed by the sender if prior to 4:30 p.m. CST. Any communication by facsimile transmission shall also be sent by United States mail on the same date of the facsimile transmission.

- D.3. Subject to Funds Availability. This Contract is subject to the appropriation and availability of State and/or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, Licensee reserves the right to terminate the Contract upon written notice to the Software Provider. Said termination shall not be deemed a breach of contract by Licensee. Upon receipt of the written notice, the Software Provider shall cease all work associated with the Contract. Should such an event occur, the Software Provider shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Software Provider shall have no right to recover from Licensee any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- D.4. Ownership.
- D.4.a. Definitions of Software Categories. The Software may be comprised of the following portions:
- D.4.b. "Contractor-Owned Software," which shall mean commercially available application Software the rights to which are owned by Software Provider, including but not limited to commercial "off-the-shelf" Software which is not developed using Licensee's money or resources, such as the following:
- i. Complete applications, components, builds, add-ons, plug-ins, and individual lines of software code
  - ii. Fleet Maintenance or Facilities functionality seamlessly integrated into the standard Software applications and recognized as standard functionality included in the off the shelf license agreements.
- D.4.c. "Custom-Developed Application Software," which shall mean customized application software, including customized interfaces, developed by Software Provider solely for Licensee (the "Work Product").

- D.4.d. "Third Party Software," which shall mean software contributed by third parties whose source code is incorporated into and made a part of the Contractor-Owned Software.
- D.4.e. The current list of Third Party Software is listed in the Contract Attachment A, and Licensee acknowledges and agrees that future updates, enhancements and upgrades to the Software may include additional Third Party Software, which will be identified in the revised Documentation furnished to Licensee with such updates, enhancements and upgrades to the Software. Licensee agrees to comply with the terms and conditions, if any, imposed by the developer/owner of each component of the Third Party Software, which may be found at web site(s) listed in the Documentation, as amended from time to time, to the extent that such terms and conditions and amendments thereto are not inconsistent with this Contract or Tennessee state law. Licensee agrees that, notwithstanding inclusion of Third Party Software in the Software, Licensee intends that neither the Contractor-Owned Software nor the Third Party Software shall enter the public domain through the actions of the Licensee in the performance of this Contract or the inclusion of Third Party Software in the Software, and Licensee shall do nothing to intentionally cause any infringement of Software Provider's proprietary rights or to intentionally cause the Contractor-Owned Software or the Third Party Software to enter the public domain. The restrictions in this provision do not apply to the Developed Software, as hereinafter defined in Section D.4.f.ii.
- D.4.f. Title to the Software
- i. All right, title and interest in and to the Contractor-Owned Software shall at all times remain with Software Provider, subject to the license granted herein.
  - ii. All right, title and interest in and to the (1) Work Product, and to (2) Modifications made by Licensee including without limitation all copyrights, patents, trade secrets and other intellectual property and other proprietary rights embodied by and arising out of the Work Product and Modifications (collectively, the "Developed Software"), shall belong to Licensee. To the extent such rights do not automatically belong to Licensee, Software Provider hereby assigns, transfers, and conveys to Licensee all right, title and interest in and to the Developed Software, including without limitation the copyrights, patents, trade secrets, and other intellectual property rights arising out of or embodied by the Developed Software. Software Provider shall execute any other documents that Licensee or its counsel deem necessary or desirable to document this transfer and/or allow Licensee to register its claims and rights to such intellectual property rights or enforce them against third parties, and Software Provider shall cooperate fully in the foregoing endeavors.
  - iii. Licensee hereby grants Software Provider a non-exclusive but irrevocable and royalty free license to use the Developed Software in Software Provider's sale of software licenses to third parties; provided, however that the Software Provider must first obtain written approval from the Licensee, which approval shall not be unreasonably withheld.
  - iv. Licensee agrees that it will not remove or alter any legends, trademarks, trade names, service marks, copyrights, logos, markings or other brand designations of the Contractor-Owned Software, the Third Party Software, or the Software.
  - v. Neither party grants to the other Party under this Contract any actual or implied license to use its trademarks, trade names, service marks, copyrights, logos, markings or other brand designations.
- D.4.g. Acquired Knowledge and Skills. Nothing in this Contract shall prohibit the Software Provider's use for its own purposes of the general knowledge, skills, experience, ideas, concepts, know-how, and techniques obtained and used during the course of providing the services requested under this Contract.
- D.4.h. Development of Similar Materials. Nothing in the Contract shall prohibit the Software Provider from developing for itself, or for others, materials which are similar to and/or competitive with those that are produced under this Contract.
- D.5. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law. All material and information, regardless of form, medium or method of communication, provided to the Software Provider by the Licensee or

acquired by the Software Provider on behalf of the Licensee shall be regarded as confidential information in accordance with the provisions of applicable state and federal law, state and federal rules and regulations, departmental policy, and ethical standards. Such confidential information shall not be disclosed, and all necessary steps shall be taken by the Software Provider to safeguard the confidentiality of such material or information in conformance with applicable state and federal law, state and federal rules and regulations, departmental policy, and ethical standards. Similarly, Licensee agrees that, subject to State law, the Software shall be held in strict confidence by Licensee and shall not be disclosed to others without the prior written consent of Software Provider. The Licensee is not bound by any confidentiality restrictions on material, including the Developed Software, which has rightfully become the property of the Licensee in the course of this Contract.

The Software Provider's and Licensee's obligations under this section do not apply to information in the public domain; entering the public domain but not from a breach by the Software Provider or Licensee of this Contract; previously possessed by the Software Provider or Licensee, as the case may be, without written obligations to the State to protect it; acquired by the Software Provider or Licensee without written restrictions against disclosure from a third party which, to the Software Provider's or Licensee's knowledge, is free to disclose the information; independently developed by the Software Provider or Licensee without the use of the disclosing party's information; or, disclosed by the disclosing party to others without restrictions against disclosure. Nothing in this paragraph shall permit Software Provider or Licensee to disclose any information that is confidential under federal or state law or regulations, regardless of whether it has been disclosed or made available to the Software Provider or Licensee due to intentional or negligent actions or inactions of agents of the disclosing party or third parties. The restrictions of this section do not apply to any disclosure by the Licensee to its employees, agents, and authorized users who require disclosure of such information in the performance of their duties in the course of carrying out this Contract or the ERP Project which this Contract supports.

Any other provision of this Contract to the contrary notwithstanding, the parties acknowledge that Licensee is a State agency and as such is subject to the Tennessee Code Annotated, Section 10-7-501 et seq. Any provision regarding confidentiality is limited to the extent necessary to comply with the provisions of state law. The State will protect the confidentiality of computer programs, software, and software manuals and other types of information manufactured or marketed under legal right and provided to the Licensee under this contract to the extent that such materials are exempt from public disclosure under T.C.A. Section 10-7-504(a)(18).

It is expressly understood and agreed the obligations set forth in this section shall survive the termination of this Contract.

- D.6. Copyrights and Patents. The Software Provider 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 or suits which may be brought against the State for infringement of any laws regarding patents or copyrights based upon the State of Tennessee's use of the Software licensed to the State by Software Provider under this Contract. In any such action is brought against the State, the Software Provider shall satisfy and indemnify the State for the amount of any final judgment for infringement. The Software Provider further agrees it shall be liable for the reasonable fees of attorneys for Licensee in the event such legal service is necessitated to enforce the terms of this provision. The State shall give the Software Provider written notice of any such claim or suit and full right and opportunity to conduct the Software Provider's own defense thereof.
- D.7. Limitation of Liability. The Software Provider's liability to the Licensee, and its indemnification of the Licensee for any acts or omissions attributable to the Software Provider under this Contract, shall be limited to two (2) times the value of the Contract. The value of the contract shall be determined by the Licensee's Maximum Liability provisions in Paragraph C.1. of this Contract, or as such Maximum Liability may be amended. This limitation applies to all causes of action, including without limitation, breach of contract, breach of warranty, negligent acts, but specifically shall not apply to criminal acts, intentional torts or fraudulent conduct of the Software Provider. The Licensee will not indemnify the Software Provider for damages caused by the Software Provider's own actions or negligence, or those of third parties.

- D.8. Accessibility. The implemented software solution must be accessible to individuals with disabilities at the time the software is put into production use. This includes addressing the Americans with Disabilities Act (ADA) Section 508 standards and Web Accessibility Initiative (WAI) Web Content Accessibility Priority 1 guidelines. If the Licensee notifies the Software Provider that a person has made a claim against the Licensee concerning accessibility of products furnished by the Software Provider under this contract, the Software Provider will work with the Licensee in an effort to remedy the claim in a timely manner. To the extent that the claim is related to products provided by the Software Provider, the Software Provider further agrees that it shall be liable for the actual costs of attorney fees to defend the Licensee and the monetary amount of any judgments rendered against the Licensee as a result of any such claim.
- D.9. Incorporation of Additional Documents. Included in this Contract by reference are the following documents:
- a. The Contract
  - b. Attachments/Addenda/Appendices to the Contract
  - c. Outside sources of language or information referenced in this Contract, such as: websites; language or terms embedded in programs or program documentation; "README" files; and "LICENSE.TXT" files.

In the event of a discrepancy or ambiguity regarding the Contractor's duties, responsibilities, and performance under this Contract, these documents shall govern in order of precedence detailed above.

#### STANDARD TERMS AND CONDITIONS:

- E.1. Required Approvals. Licensee is not bound by this Contract until it is approved by the appropriate State officials in accordance with applicable Tennessee State laws and regulations, as indicated by the signatures of said officials being affixed to the contract.
- E.2. Modification and Amendment. This Contract may be modified only by a written amendment executed by all parties hereto and approved by the appropriate Tennessee State officials in accordance with applicable Tennessee State laws and regulations.
- E.3. Termination for Convenience. Licensee may terminate this Contract without cause for any reason. Said termination shall not be deemed a Breach of Contract by Licensee. Licensee shall give the Software Provider at least thirty (30) days written notice before the effective termination date. The Software Provider shall be entitled to receive compensation for satisfactory, authorized service completed as of the termination date, but in no event shall Licensee be liable to the Software Provider for compensation for any service which has not been rendered. If this Contract is terminated prior to Final Software Installation Payment for Core Software, then all Licenses and documentation will be returned to the Software Provider and all Software procured under this Contract shall be deleted from Licensee's computer systems. In this event, Software Provider will refund Licensee's Initial Software Installation Payment. If termination occurs after the Final Software Installation Payment for Core Software, then the Licensee retains all stated rights to software licenses but Technical Support would end. Note that the same provisions with regard to refunds and return of products shall apply to the Optional Modules; however, these provisions are specific to the Optional Modules and shall not create a refund obligation with regard to Core Software. Upon such termination, the Software Provider shall have no right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- E.4. Termination for Cause. If the Software Provider fails to properly perform its obligations under this Contract in a timely or proper manner, or if the Software Provider violates any terms of this Contract, and if such failure or violation constitutes a material breach of the Contract, Licensee shall have the right to immediately terminate the Contract and withhold payments in excess of fair compensation for completed services without waiver of any other remedy or damages available to the Licensee at law or at equity. The Licensee shall notify the Software Provider of the termination in writing. ("Termination Notice") The Termination Notice must (1) specify in reasonable detail the nature of the breach; (2) provide Software Provider with an opportunity to cure, which shall be no less than 10 days from the date of the Termination Notice; (3) specify the effective date of termination in the event Software Provider fails to correct the breach. The Termination Notice may specify that the Software Provider shall cease operations under this

Contract in stages. Software Provider must present the Licensee with a written request detailing the efforts it will take to resolve the problem. This opportunity to "cure" shall not apply to circumstances in which the Software Provider intentionally withholds its services or otherwise refuses to perform. The Licensee will not consider a request to cure contract performance where there have been repeated problems with respect to identical or similar issues, or if a cure period would cause a delay that would impair the effectiveness of Licensee operations. Notwithstanding the above, the Software Provider shall not be relieved of liability to Licensee for damages sustained by virtue of any breach of this Contract by the Software Provider.

- E.5. Subcontracting. The Software Provider shall not assign this Contract or enter into a subcontract for any of the services performed under this Contract without obtaining the prior written approval of Licensee. If such subcontracts are approved by Licensee, they shall contain, at a minimum, sections of this Contract pertaining to "Conflicts of Interest" and "Nondiscrimination" (sections E.6. and E.7.). Notwithstanding any use of approved subcontractors, the Software Provider shall be responsible for all work performed.
- E.6. Conflicts of Interest. The Software Provider warrants that no part of the total Value of the Contract 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 Software Provider in connection with any work contemplated or performed relative to this Contract.
- E.7. Nondiscrimination. The Software Provider hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the Software Provider on the grounds of disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law. The Software Provider shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- E.8. Records. The Software Provider shall maintain documentation for all charges against Licensee under this Contract. The books, records, and documents of the Software Provider, insofar as they relate to work performed or money received under this contract, shall be maintained for a period of three (3) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by Licensee, the Comptroller of the Treasury, or their duly appointed representatives. The financial statements shall be prepared in accordance with generally accepted accounting principles.
- E.9. Monitoring. The Software Provider's activities conducted and records maintained pursuant to this Contract shall be subject to monitoring and evaluation by Licensee, the Comptroller of the Treasury, or their duly appointed representatives.
- E.10. Strict Performance. Failure by any party to this Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Contract shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties hereto.
- E.11. Independent Contractor. The parties hereto, in the performance of this Contract, shall not act as employees, partners, joint venturers, or associates of one another. It is expressly acknowledged by the parties hereto that such parties are independent contracting entities and that nothing in this Contract shall be construed to create an employer/employee relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.

The Software Provider, being an independent contractor and not an employee of Licensee, agrees to carry adequate public liability and other appropriate forms of insurance, including adequate public liability and other appropriate forms of insurance on the Software Provider's employees, and to pay all applicable taxes incident to this Contract.

- E.12. State Liability. State shall have no liability except as specifically provided in this Contract.

- E.13. Force Majeure. The obligations of the parties to this Contract are subject to prevention by causes beyond the parties' control that could not be avoided by the exercise of due care including, but not limited to, acts of God, riots, wars, strikes, epidemics or any other similar cause.
- E.14. State and Federal Compliance. The Software Provider shall comply with all applicable State and Federal laws and regulations in the performance of this Contract.
- E.15. Governing Law. This Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The Software Provider agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Contract. The Software Provider acknowledges and agrees that any rights or claims against Licensee or its employees hereunder, and any remedies arising therefrom, shall be subject to and limited to those rights and remedies, if any, available under **Tennessee Code Annotated**, Sections 9-8-101 through 9-8-407. The Tennessee General Assembly has granted jurisdiction to the Tennessee Claims Commission to determine monetary claims against the State as set forth as set forth in TCA Section 9-8-307. In addition, the parties acknowledge that Licensee is subject to specific requirements under Tennessee law, and therefore cannot agree to:
- a. binding arbitration or mediation
  - b. injunctive relief or the payment of court costs or attorney fees
  - c. limitations of warranty or liability that are not approved under the provisions of T.C.A. 12-4-119 and implementing regulations.
  - d. confidentiality agreements that are inconsistent with the Tennessee Open Records Act, T.C.A. 10-7-504.
- E.16. Severability. If any terms and conditions of this Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions hereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this Contract are declared severable.
- E.17. Headings. Section headings of this Contract are for reference purposes only and shall not be construed as part of this Contract.
- E.18. Completeness. This Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions of the parties' agreement. This Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.
- E.19. Counterparts. This Contract may be signed in two counterparts, each of which shall be deemed an original and which shall together constitute one Agreement.
- E.20. Survival. All provisions of this Contract, which by their nature should survive termination of this Contract, will so survive.
- E.21. Waiver. No delay or failure by either party to exercise any right hereunder, or to enforce any provision of this Contract will be considered a waiver thereof. No single waiver will constitute a continuing or subsequent waiver. To be valid, a waiver must be in writing, but need not be supported by consideration.

IN WITNESS WHEREOF:

MAXIMUS, INC.



Richard A. Montoni, CEO

7/18/06

Date

DEPARTMENT OF FINANCE AND ADMINISTRATION:

M. D. Goetz, Jr. 7-20-06  
M. D. Goetz, Jr., Commissioner Date

APPROVED:

DEPARTMENT OF FINANCE AND ADMINISTRATION:

M. D. Goetz, Jr. 7-20-06  
M. D. Goetz, Jr., Commissioner 82 Date

COMPTROLLER OF THE TREASURY:

John G. Morgan 7/25/06  
John G. Morgan, Comptroller of the Treasury Date

**APPENDIX A**  
**VENDOR BASELINE TEST SUITE**  
**PLANT AND FLEET APPLICATIONS**  
**STATE OF TENNESSEE**

The Vendor Baseline Test Suite for the Plant Maintenance and Fleet Applications is by and between MAXIMUS, Inc ("Software Provider") and the State of Tennessee and includes the following attachments:

- Attachment A – Deliverables Description
- Attachment B – Sample: MAXIMUS Vendor Baseline Test Certification Cover

**Installation Scope**

The Installation Scope is comprised of the MAXIMUS FacilityFocus and FleetFocus M5 application modules listed in the Software License Agreement.

**Installation Tasks**

This Statement of Work is comprised of two (2) major tasks.

**Task 1** – Software Installation

**Task 2** – Vendor Baseline Test Certification

The following sections describe the two (2) installation tasks. Each task has specific responsibilities for MAXIMUS. MAXIMUS will provide leadership and take responsibility for all tasks and deliverables. A list of application modules is provided in Attachment A – Deliverables Description.

**Task 1 – Software Installation**

*Description*

MAXIMUS will install the FacilityFocus and FleetFocus M5 application modules contained in the State's software license agreement and shipped to the State under this contract. The applications will be installed on the State's Development Server(s) according to MAXIMUS recommendations and guidelines, provided these do not conflict with the State's Technical Architecture.

*Steps*

1. Install FacilityFocus and FleetFocus M5 application

*Deliverables*

- Installed FacilityFocus and FleetFocus M5 application modules

**Task 2 – Vendor Baseline Test Certification**

*Description*

MAXIMUS will test and certify the installation of the FacilityFocus and FleetFocus M5 application modules contained in the State's software license agreement. Vendor Baseline Test will be completed within fifteen (15) calendar days. The State will provide acceptance within five (5) days of receipt of the Vendor Baseline Test Certification.

The MAXIMUS Vendor Baseline Test Certification will include a cover sheet (Attachment B), signed by duly authorized representative of MAXIMUS.

*Steps*

1. Validate receipt of software application modules.

*Deliverables*

- MAXIMUS Vendor Baseline Test Certification

**ATTACHMENT A**  
**DELIVERABLES DESCRIPTION**

**FacilityFocus™ Vendor Baseline Test Suite**

MAXIMUS FacilityFocus application modules are comprised of the following:

• <b>Contracts and Contractors</b>	• <b>Work Orders</b>
• <b>Service Contracts</b>	• <b>Customer Requests</b>
• <b>Project Contracts</b>	• <b>Estimating</b>
• <b>Executive Information System</b>	• <b>Projects</b>
• <b>Graphical Query Tool</b>	• <b>Preventive Maintenance</b>
• <b>Spatial Query Tool</b>	• <b>Purchasing and A/P</b>
• <b>Finance</b>	• <b>Material Requests</b>
• <b>Accounts</b>	• <b>Purchase Orders</b>
• <b>External Charges</b>	• <b>Property Information</b>
• <b>Work Request Billing</b>	• <b>Inventory</b>
• <b>Graphical Exception Notification System</b>	• <b>Parts</b>
• <b>Key Performance Indicators</b>	• <b>Warehouse</b>
• <b>Employee Data</b>	• <b>Contractor Catalogue</b>
• <b>Human Resources</b>	• <b>Serialized Equipment</b>
• <b>Lease Management</b>	• <b>Tool Information</b>
• <b>System Administration</b>	• <b>Keys</b>
• <b>User Security</b>	• <b>Space Management</b>
• <b>Import / Export</b>	• <b>Utility Management</b>
• <b>Data Setup</b>	• <b>Utility Meters</b>
• <b>Security Filters</b>	• <b>Virtual Meters</b>
• <b>GIS Module</b>	

## FleetFocus™ M5 Vendor Baseline Test Suite

MAXIMUS FleetFocus M5 application modules are comprised of the following:

• Security	• Payroll
• System	• Shift
• Crystal Enterprise	• Work Order
• Dashboard	• Work Request
• Codes	• Standard Job
• Category	• Labor Capture
• Department	• Test Suites
• Location	• Motor Pool
• MCC	• Unit Availability
• Tech Spec	• Warranty
• Vendor	• Employee Training
• Asset Management	• Billing
• Component	• Commercial
• Unit License/Permitting	• Department
• Billing	• Fuel Product
• Fuel Focus	• Inventory
• Part	• Labor
• Physical Inventory	• Location
• Purchase	• Motor Pool
• Labor	• Unit
• Employee	• Work Order

## Third Party Software

The FacilityMAX (TM) application includes items that have been sourced from third parties ("Third Party Software") as follows:

Third Party Software	Description
Apache	Axis, CLI, Codec, Commons, HttpClient, myFaces, and Struts
JDOM	
Eclipse BIRT	
Rhino 1.6R1	Plug-in is accompanied by software developed by Mozilla
Jakarta Commons CLI 1.0	Plug-in is accompanied by software developed by Apache
JTidy R7	Plug-in is accompanied by software developed by SourceForge
ObjectFX	SpatialFX/ObjectFX software references belong to the ObjectFX Corporation.

**A T T A C H M E N T   B**

**S A M P L E  
M A X I M U S   V E N D O R   B A S E L I N E   T E S T  
C E R T I F I C A T I O N**

**State of Tennessee**

**Project:**    Project Edison - RFP 317.03-134 – Enterprise Resource Planning Software

**Task:**        Software Vendor Baseline Test Certification

*This **CERTIFICATE OF ACCEPTANCE** certifies that the Task and/or documents for Software Vendor Baseline Test Suite Certification have been completed for the above referenced Project.*

**MAXIMUS Sign off:**

\_\_\_\_\_

**Date:**

\_\_\_\_\_

**STATE Sign off:**

\_\_\_\_\_

**Date:**

\_\_\_\_\_