



STATE OF TENNESSEE  
DEPARTMENT OF ENVIRONMENT AND CONSERVATION  
NASHVILLE, TENNESSEE 37243-0435

ROBERT J. MARTINEAU, JR.  
COMMISSIONER

BILL HASLAM  
GOVERNOR

March 10, 2017

The Honorable Mark White, Chair  
Fiscal Review Committee  
8<sup>th</sup> Floor, Rachel Jackson Bldg.  
320 Sixth Avenue North  
Nashville, Tennessee 37243

Dear Chairman White:

The Tennessee Department of Environment and Conservation requests the approval of an amendment to its contract with [REDACTED] to extend the contract term for 3 ½ months and increase the maximum liability accordingly.

Tennessee State Parks has used [REDACTED] to provide hospitality management system services at the state's resort parks for over 15 years. Since June 2012, [REDACTED], has provided online reservation services for campsites, cabins, and other facilities at the state's non-resort parks as well as golf course and marina management information system services.

The agency issued RFP 32701-02884 to procure a contract to provide an integrated management information system to include reservations for cabins/villas, campsites, marinas, golf, inns/lodges, and day-use facilities that would replace both of the aforementioned contracts, which are set to expire June 16, 2017. The new contract is expected to be effective in the very near future. Extension of the current contracts through September 30, 2017, will ensure there is sufficient time for successful implementation of the new system, to include installation of all software and hardware, data migration and conversion, training of administrators and end users, and thorough testing of the system by the state prior to acceptance.

Thank you for your consideration of this request.

Sincerely,

A handwritten signature in blue ink, appearing to read "Robert J. Martineau, Jr.", with a large, stylized flourish at the end.

Robert J. Martineau, Jr.

Supplemental Documentation Required for  
Fiscal Review Committee

*Contact Name:	Ray Register	*Contact Phone:	532-0216			
*Presenter's name(s):	Lucian Geise					
Edison Contract Number: <i>(if applicable)</i>	23288	RFS Number: <i>(if applicable)</i>	32701-00520			
*Original or Proposed Contract Begin Date:	10/01/2010	*Current or Proposed End Date:	09/30/2017			
Current Request Amendment Number: <i>(if applicable)</i>	2					
Proposed Amendment Effective Date: <i>(if applicable)</i>	May 15, 2017					
*Department Submitting:	Environment and Conservation					
*Division:	Tennessee State Parks					
*Date Submitted:	March 10, 2017					
*Submitted Within Sixty (60) days:	Yes					
<i>If not, explain:</i>						
*Contract Vendor Name:	[REDACTED]					
*Current or Proposed Maximum Liability:	\$1,685,500.00					
*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: 2011	FY: 2012	FY: 2013	FY: 2014	FY: 2015	FY: 2016	FY: 2017
\$ 150,000	\$ 208,000	\$ 223,000	\$ 240,000	\$ 259,000	\$ 280,000	\$ 280,000
<b>*Current Total Expenditures by Fiscal Year of Contract: (attach backup documentation from Edison)</b>						
FY: 2011	FY: 2012	FY: 2013	FY: 2014	FY: 2015	FY: 2016	FY: 2017
\$ 148,032	\$ 207,699	\$ 222,300	\$ 239,696	\$ 254,836	\$ 280,543	\$ 173,670
<b>IF</b> Contract Allocation has been greater than Contract Expenditures, please give the reasons and explain where surplus funds were spent:			The contract allocation included contingency funds for possible modifications and system recovery, which have not been needed. The remaining unused funds are expected to be used during the amended contract period.			
<b>IF</b> surplus funds have been carried forward, please give the reasons and provide the authority for the carry forward provision:						
<b>IF</b> Contract Expenditures exceeded Contract Allocation, please give the reasons and explain how funding						

Supplemental Documentation Required for  
Fiscal Review Committee

was acquired to pay the overage:			
*Contract Funding Source/Amount:			
State:	\$1,685,500.00	Federal:	
<i>Interdepartmental:</i>		<i>Other:</i>	
If “ <i>other</i> ” please define:			
If “ <i>interdepartmental</i> ” 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>	
February 1, 2015		Extend contract term and increase maximum liability accordingly.	
Method of Original Award: <i>(if applicable)</i>		The original award was by RFP. Because of the state’s investment in the system, including training of approximately 350 employees using the system, and to provide continuity of service, the agency procured 2 subsequent noncompetitive contracts	
*What were the projected costs of the service for the entire term of the contract prior to contract award? How was this cost determined?		\$1,400,000 The cost was determined by combining the monthly maintenance and support charge for 60 months with contingencies for charges for modifications, training, and system recovery services.	
*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.		Because the agency has been using the system/vendor for 13 years, we did not attempt to identify competitive procurement alternatives for a 3 ½-month extension. The agency issued RFP 32701-02884 for a contract to provide systems to handle all revenue management operations. The proposed amendment to extend the current contract will ensure there is sufficient time for successful implementation of the new system.	

Unit	Amount	Edison Contract ID	Vendor ID	Vendor Name	PO ID	Invoice	Date	Fiscal Year
32701	16,448.00	000000000000000000023288	000077980		000022164	10-1409	12/1/2010	2011
32701	16,448.00	000000000000000000023288	000077980		000022165	10-1433	12/8/2010	2011
32701	16,448.00	000000000000000000023288	000077980		000022494	10-1449	1/11/2011	2011
32701	16,448.00	000000000000000000023288	000077980		000023821	10-1469	1/31/2011	2011
32701	16,448.00	000000000000000000023288	000077980		000025611	10-1506	3/3/2011	2011
32701	16,448.00	000000000000000000023288	000077980		000026673	10-1528	3/31/2011	2011
32701	16,448.00	000000000000000000023288	000077980		000029511	10-1587	5/9/2011	2011
32701	16,448.00	000000000000000000023288	000077980		000030109	10-1598	5/31/2011	2011
32701	16,448.00	000000000000000000023288	000077980		000031436	10-1634	7/1/2011	2011
	148,032.00							

Unit	Amount	Edison Contract ID	Vendor ID	Vendor Name	PO ID	Invoice	Date	Fiscal Year
32701	16,448.00	000000000000000000023288	000077980		000032635	10-1661	7/29/2011	2012
32701	16,448.00	000000000000000000023288	000077980		000035259	10-1743	9/14/2011	2012
32701	16,448.00	000000000000000000023288	000077980		000035830	10-1782	9/29/2011	2012
32701	17,595.00	000000000000000000023288	000077980		000039235	10-1941	11/17/2011	2012
32701	17,595.00	000000000000000000023288	000077980		000040687	10-1988	12/7/2011	2012
32701	17,595.00	000000000000000000023288	000077980		000042321	102020	1/5/2012	2012
32701	17,595.00	000000000000000000023288	000077980		000043537	10-2043	1/31/2012	2012
32701	17,595.00	000000000000000000023288	000077980		000045516	10-2087	3/14/2012	2012
32701	17,595.00	000000000000000000023288	000077980		000046395	10-2107	4/2/2012	2012
32701	17,595.00	000000000000000000023288	000077980		000047986	10-2127	5/1/2012	2012
32701	17,595.00	000000000000000000023288	000077980		000050078	10-2161	6/5/2012	2012
32701	17,595.00	000000000000000000023288	000077980		000051714	10-2186	7/3/2012	2012
	207,699.00							

Unit	Amount	Edison Contract ID	Vendor ID	Vendor Name	PO ID	Invoice	Date	Fiscal Year
32701	17,595.00	000000000000000000023288	000077980		000053104	10-2210	7/31/2012	2013
32701	17,595.00	000000000000000000023288	000077980		000055545	10-2230	9/7/2012	2013
32701	17,595.00	000000000000000000023288	000077980		000057836	10-2298	10/3/2012	2013
32701	18,835.00	000000000000000000023288	000077980		000059605	10-2351	11/6/2012	2013
32701	18,835.00	000000000000000000023288	000077980		000061705	10-2375	12/5/2012	2013
32701	18,835.00	000000000000000000023288	000077980		000063293	10-2416	1/8/2013	2013
32701	18,835.00	000000000000000000023288	000077980		000064931	10-2443	2/5/2013	2013
32701	18,835.00	000000000000000000023288	000077980		000066013	10-2458	3/1/2013	2013

32701	18,835.00	000000000000000000023288	0000077980		0000068127	10-2519	3/28/2013	2013
32701	18,835.00	000000000000000000023288	0000077980		0000069511	10-2520	5/1/2013	2013
32701	18,835.00	000000000000000000023288	0000077980		0000071523	10-2521	5/31/2013	2013
32701	18,835.00	000000000000000000023288	0000077980		0000073092	10-2522	6/14/2013	2013
	222,300.00							

Unit	Amount	Edison Contract ID	Vendor ID	Vendor Name	PO ID	Invoice	Date	Fiscal Year
32701	1,625.00	000000000000000000023288	0000077980		0000082030	10-2927	11/25/2013	2014
32701	18,835.00	000000000000000000023288	0000077980		0000074904	10-2523	7/31/2013	2014
32701	18,835.00	000000000000000000023288	0000077980		0000076708	10-2524	8/27/2013	2014
32701	18,835.00	000000000000000000023288	0000077980		0000079236	10-2525	10/1/2013	2014
32701	20,174.00	000000000000000000023288	0000077980		0000081048	10-2526	11/5/2013	2014
32701	20,174.00	000000000000000000023288	0000077980		0000083153	10-2527	12/12/2013	2014
32701	20,174.00	000000000000000000023288	0000077980		0000084977	10-2528	1/13/2014	2014
32701	20,174.00	000000000000000000023288	0000077980		0000086139	10-3024	1/28/2014	2014
32701	20,174.00	000000000000000000023288	0000077980		0000087475	10-3058	2/18/2014	2014
32701	20,174.00	000000000000000000023288	0000077980		0000088669	10-3086	3/20/2014	2014
32701	20,174.00	000000000000000000023288	0000077980		0000090413	10-3125	5/2/2014	2014
32701	20,174.00	000000000000000000023288	0000077980		0000092087	10-3184	6/4/2014	2014
32701	20,174.00	000000000000000000023288	0000077980		0000093522	10-3227	6/13/2014	2014
	239,696.00							

Unit	Amount	Edison Contract ID	Vendor ID	Vendor Name	PO ID	Invoice	Date	Fiscal Year
32701	1,320.00	000000000000000000023288	0000077980		0000113914	10-3743	5/29/2015	2015
32701	1,927.50	000000000000000000023288	0000077980		0000115403	10-3807	6/16/2015	2015
32701	4,500.00	000000000000000000023288	0000077980		0000103934	10-3486	11/17/2014	2015
32701	5,000.00	000000000000000000023288	0000077980		0000095775	10-3303	7/23/2014	2015
32701	20,174.00	000000000000000000023288	0000077980		0000095774	10-3272	7/23/2014	2015
32701	20,174.00	000000000000000000023288	0000077980		0000098318	10-3363	8/29/2014	2015
32701	20,174.00	000000000000000000023288	0000077980		0000100365	10-3418	9/30/2014	2015
32701	20,174.00	000000000000000000023288	0000077980		0000102685	10-3456	11/4/2014	2015
32701	20,174.00	000000000000000000023288	0000077980		0000104502	10-3505	12/5/2014	2015
32701	20,174.00	000000000000000000023288	0000077980		0000106127	10-3560	12/30/2014	2015
32701	20,174.00	000000000000000000023288	0000077980		0000107765	10-3595	1/16/2015	2015
32701	20,174.00	000000000000000000023288	0000077980		0000109322	10-3614	2/26/2015	2015
32701	20,174.00	000000000000000000023288	0000077980		0000110132	10-3644	3/18/2015	2015

32701	20,174.00	0000000000000000000023288	0000077980		0000111743	10-3691	4/17/2015	2015
32701	20,174.00	0000000000000000000023288	0000077980		0000113443	10-3740	5/19/2015	2015
32701	20,174.00	0000000000000000000023288	0000077980		0000114920	10-3780	6/26/2015	2015
	<u>254,835.50</u>							

Unit	Amount	Edison Contract ID	Vendor ID	Vendor Name	PO ID	Invoice	Date	Fiscal Year
32701	462.50	0000000000000000000023288	0000077980		0000127808	16-1011	1/19/2016	2016
32701	877.50	0000000000000000000023288	0000077980		0000126396	10-4146	12/16/2015	2016
32701	882.50	0000000000000000000023288	0000077980		0000128854	16-1036	2/16/2016	2016
32701	900.00	0000000000000000000023288	0000077980		0000131799	16-1090	4/7/2016	2016
32701	1,137.50	0000000000000000000023288	0000077980		0000130219	16-1069	3/16/2016	2016
32701	1,510.00	0000000000000000000023288	0000077980		0000125083	10-4096	11/17/2015	2016
32701	1,672.50	0000000000000000000023288	0000077980		0000133168	16-1167	5/18/2016	2016
32701	1,802.50	0000000000000000000023288	0000077980		0000123512	10-4082	10/19/2015	2016
32701	1,832.50	0000000000000000000023288	0000077980		0000131874	16-1111	4/15/2016	2016
32701	1,852.50	0000000000000000000023288	0000077980		0000134920	16-1200	6/16/2016	2016
32701	1,907.50	0000000000000000000023288	0000077980		0000121822	10-3971	10/1/2015	2016
32701	2,145.00	0000000000000000000023288	0000077980		0000118164	10-3839	7/24/2015	2016
32701	2,250.00	0000000000000000000023288	0000077980		0000127275	10-4172	1/6/2016	2016
32701	2,347.50	0000000000000000000023288	0000077980		0000119724	10-3900	9/2/2015	2016
32701	5,400.00	0000000000000000000023288	0000077980		0000123707	10-3984	10/16/2015	2016
32701	11,475.00	0000000000000000000023288	0000077980		0000134066	16-1174	6/20/2016	2016
32701	20,174.00	0000000000000000000023288	0000077980		0000118165	10-3836	7/24/2015	2016
32701	20,174.00	0000000000000000000023288	0000077980		0000119409	10-3890	8/24/2015	2016
32701	20,174.00	0000000000000000000023288	0000077980		0000121582	10-3964	9/17/2015	2016
32701	20,174.00	0000000000000000000023288	0000077980		0000123510	10-4011	10/28/2015	2016
32701	20,174.00	0000000000000000000023288	0000077980		0000124744	10-4012	11/18/2015	2016
32701	20,174.00	0000000000000000000023288	0000077980		0000126395	10-4013	12/18/2015	2016
32701	20,174.00	0000000000000000000023288	0000077980		0000127714	10-4014	1/19/2016	2016
32701	20,174.00	0000000000000000000023288	0000077980		0000128748	16-1028	2/17/2016	2016
32701	20,174.00	0000000000000000000023288	0000077980		0000130155	16-1062	3/15/2016	2016
32701	20,174.00	0000000000000000000023288	0000077980		0000131873	16-1104	4/20/2016	2016
32701	20,174.00	0000000000000000000023288	0000077980		0000133079	16-1150	5/20/2016	2016
32701	20,174.00	0000000000000000000023288	0000077980		0000134598	16-1188	6/22/2016	2016
	<u><u>280,543.00</u></u>							

Unit	Sum Merchan	Edison Contract ID	Vendor ID	Vendor Name	PO ID	Invoice	Date	Fiscal Year
32701	490.00	000000000000000000023288	000077980		0000145423	17-1019	1/19/2017	2017
32701	1,002.50	000000000000000000023288	000077980		0000144354	16-1506	12/16/2016	2017
32701	1,090.00	000000000000000000023288	000077980		0000146527	17-1047	2/16/2017	2017
32701	1,535.00	000000000000000000023288	000077980		0000143137	16-1494	11/17/2016	2017
32701	1,815.00	000000000000000000023288	000077980		0000141678	16-1453	10/18/2016	2017
32701	1,852.50	000000000000000000023288	000077980		0000140360	16-1395	9/20/2016	2017
32701	2,090.00	000000000000000000023288	000077980		0000137278	16-1239	8/8/2016	2017
32701	2,402.50	000000000000000000023288	000077980		0000138835	16-1279	8/17/2016	2017
32701	20,174.00	000000000000000000023288	000077980		0000137275	16-1236	8/5/2016	2017
32701	20,174.00	000000000000000000023288	000077980		0000138834	16-1275	8/17/2016	2017
32701	20,174.00	000000000000000000023288	000077980		0000140102	16-1336	9/15/2016	2017
32701	20,174.00	000000000000000000023288	000077980		0000141591	16-1434	10/14/2016	2017
32701	20,174.00	000000000000000000023288	000077980		0000142978	16-1474	11/16/2016	2017
32701	20,174.00	000000000000000000023288	000077980		0000144353	16-1505	12/16/2016	2017
32701	20,174.00	000000000000000000023288	000077980		0000145419	16-1546	1/18/2017	2017
32701	20,174.00	000000000000000000023288	000077980		0000146523	17-1043	2/15/2017	2017
	<u>173,669.50</u>							
	<u><u>1,304,475.00</u></u>							

# 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.Agsprsr@tn.gov](mailto:AgSprs.Agsprsr@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: 2016.12.23 10:56:14 -06'00'  
 CHIEF PROCUREMENT OFFICER

**APPROVED**  
  
 COMPTROLLER OF THE TREASURY

<b>Agency request tracking #</b>	32701-02978
<b>1. Procuring Agency</b>	Department of Environment and Conservation
<b>2. Edison contract ID #</b>	23288
<b>3. Contractor or Grantee</b>	[REDACTED]
<b>4. Contract's Effective Date</b>	10/1/2010
<b>5. Contract or grant contract's Term (with ALL options to extend exercised)</b>	84 months
<b>6. Contract's Maximum Liability (with ALL options to extend exercised)</b>	\$ 1,685,000.00
<b>7. Citation and explanation of the rule(s) for which the exception is requested</b>	<b>0690-03-01-.14 CONTRACT TYPE</b> (2) Term Contract – General (c) The requirement of a multi-year contract shall be stated in the solicitation, and any multi-year contract shall be awarded pursuant to these Rules and shall not be for a period longer than (60) months unless approved by the Chief Procurement Officer as being in the best interests of the State. The justification for the contract term exceeding sixty (60) months shall be maintained in the records of the Central Procurement Office. A report of all contracts awarded for a period longer than sixty (60) months in such format and at such interval determined requested shall be provided to the Comptroller of the Treasury.
<b>8. Description of requested changes</b> If adding new provisions or modifying existing provisions, insert the new or modified provisions in their entirety.	The agency requests a contract term of eighty-four (84) months.
<b>9. Justification</b>	Tennessee State Parks has used [REDACTED] to provide hospitality management system services at the state's resort parks for over 15 years. Since June 2012, [REDACTED] has provided online reservation services for campsites, cabins, and other facilities at the state's non-resort parks as well as golf course and marina management information system

	<p>services.</p> <p>The agency issued RFP 32701-02884 to procure a contract to provide an integrated management information system to include reservations for cabins/villas, campsites, marinas, golf, inns/lodges, and day-use facilities that would replace both of the aforementioned contracts, which are set to expire June 16, 2017. The new contract is expected to be effective March 15, 2017. Extension of the current contracts through September 30, 2017, will ensure there is sufficient time for successful implementation of the new system, to include installation of all software and hardware, data migration and conversion, training of administrators and end users, and thorough testing of the system by the state prior to acceptance.</p>
<p>Signature of Agency head or designee and date</p> <p><i>Robert J. Martin Jr.</i> <span style="float: right;"><i>12/23/16</i></span></p>	



# CONTRACT

(fee-for-service contract with an individual, business, non-profit, or governmental entity of another state)

<b>Begin Date</b> 10/01/2010	<b>End Date</b> 09/30/2015	<b>Agency Tracking #</b> 32701-00520	<b>Edlson ID</b> 23288
<b>Contractor Legal Entity Name</b> [REDACTED]			<b>Registration ID</b> 000077980
<b>Subrecipient or Vendor</b> <input type="checkbox"/> Subrecipient <input checked="" type="checkbox"/> Vendor		<b>CFDA #</b>	<b>FEIN or SSN</b> [REDACTED]

**Service Caption (one line only)**  
Hospitality Management System Services

FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
2011	191,000.00				191,000.00
2012	263,000.00				263,000.00
2013	277,500.00				277,500.00
2014	293,500.00				293,500.00
2015	300,000.00				300,000.00
2016	75,000.00				75,000.00
<b>TOTAL:</b>	<b>1,400,000.00</b>				<b>1,400,000.00</b>

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

**Ownership/Control**

African American     Asian     Hispanic     Native American     Female

Person w/Disability     Small Business     Government     NOT Minority/Disadvantaged

Other:

**Selection Method & Process Summary (mark the correct response to confirm the associated summary)**

RFP    The procurement process was completed in accordance with the approved RFP document and associated regulations.

Competitive Negotiation    The predefined, competitive, impartial, negotiation process was completed in accordance with the associated, approved procedures and evaluation criteria.

Alternative Competitive Method    The predefined, competitive, impartial, procurement process was completed in accordance with the associated, approved procedures and evaluation criteria.

Non-Competitive Negotiation    The non-competitive contractor selection was completed as approved, and the procurement process included a negotiation of best possible terms & price.

Other    The contractor selection was directed by law, court order, settlement agreement, or resulted from the state making the same agreement with all interested parties or all parties in a predetermined "class."

**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.

*Handwritten signature: Harold W. Eick*

*Handwritten signature: M. J. [unclear]*  
F&A Secured Document

**FA1133522**

<b>Speed Code</b> EN00000065	<b>Account Code</b> 70803000
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**CONTRACT  
BETWEEN THE STATE OF TENNESSEE,  
DEPARTMENT OF ENVIRONMENT AND CONSERVATION  
AND**

This Contract, by and between the State of Tennessee, Department of Environment and Conservation, hereinafter referred to as the "State" and [REDACTED], hereinafter referred to as the "Contractor," is for the provision of hospitality management system services, as further defined in the "SCOPE OF SERVICES."

The Contractor is a for-profit corporation.

Contractor Federal Employer Identification or Social Security Number: [REDACTED]

Contractor Place of Incorporation or Organization: Oklahoma

**A. SCOPE OF SERVICES:**

- A.1. The Contractor shall provide all service and deliverables as required, described, and detailed by this Scope of Services and shall meet all service and delivery timelines specified in the Scope of Services section or elsewhere in this Contract.
- A.2. The Contractor shall provide its Portfolio hospitality management system service for the six (6) Tennessee State Parks resort parks currently in operation and being served by the Contractor.
- A.3. The Contractor shall provide technical support and maintenance for the Tennessee State Parks hospitality management system. This includes technical support and maintenance Help Desk services for the web based internet application, backend processing for online reservations as well as "Software Support Services", "Non-Contractor Support Services", and "Procedural Support" as defined below:
  - a. "Software Support Services" means providing technical information, programming corrections and guidance in the use of software programs provided by Contractor, over a voice telephone, VPN or Internet access, for the benefit of State, during Normal Business Hours.
  - b. "Non-Contractor Support Services" means providing technical information and guidance for all other software and hardware related items, not covered by any other definitions in this agreement, including but not limited to the operation of and/or changing, troubleshooting, configuring or correcting problems in computer related components and/or the operating system, cabling, phone/PBX equipment, power lines, modems, etc., whether or not provided by Contractor, by telephone, VPN or Internet access, for the benefit of the State. This service is based on the current knowledge and availability of the Contractor's staff.
  - c. "Procedural Support Services" means any assistance or additional training given to the State or its agents, in the operation of the Contractor's software, during normal business hours.
  - d. "Normal Business Hours" is defined as the time period from 8:00 AM to 5:00 PM Central Time, Monday through Friday, excluding Holidays.
- A.4. The Contractor shall provide technical support and maintenance Help Desk services for the Tennessee State Parks hospitality management system 24 hours per day, 7 days per week.
- A.5. The Contractor shall provide any and all software licensing, such as the ProvideX license, required to continue the hospitality management system functions; however, the Contractor will

not have any obligation to provide user licenses in excess of the number of user licenses that Contractor is providing on the date that Contractor executes this agreement.

- A.6. The Contractor shall implement software/system modifications requested by State. Where possible, modifications will be made at the Contractor's locations. Where necessary, modifications and/or training will be done by Contractor's personnel at state resort park locations. The modifications, also referred to as "Customizations" and defined below, apply only to the six (6) parks currently being served by Contractor. Modifications or training performed at the state parks sites is referred to as "On-Site Support Services" and is defined below.
- a. "Customization" means changing or enhancing any Contractor program, at the State's request subsequent to the initial installation, to meet the specific desires of the State.
  - b. "On-site Support Services" means the technical assistance, training, program modification or any other type of user-requested support or aid provided by an employee or agent of the Contractor, at the State's location, for the benefit of the State.
- A.7. The Contractor shall provide "Recovery Support Services", which is defined below, for the hospitality management system when requested by the State.
- a. "Recovery Support Services" means technical or other such assistance provided by Contractor in an attempt to or actually recover, when possible, lost data, program files, credit card transactions, etc., by telephone, VPN or Internet access, for the benefit of the State, during any and all hours.
  - b. "Normal Business Hours" is defined as the time period from 8:00 AM to 5:00 PM Central Time, Monday through Friday, excluding Holidays.
- A.8. The Contractor warrants that it shall provide whatever modification and/or correction is required during the term of the contract to insure that the system remains integrated.
- A.9. The Contractor shall provide touchscreen point of sale (POS) workstations for the retail outlet locations that utilize the [REDACTED] component of the hospitality management system as requested by the State. The Contractor shall provide a [REDACTED] workstation. In the event that this equipment is discontinued by the manufacturer, a comparable unit that is of equal or higher value and certified as compatible with the current [REDACTED] application shall be provided. All units must have a minimum 3 year warranty.
- A.10. The Contractor shall provide credit card readers for use with the [REDACTED] workstations at the retail outlet locations that utilize the [REDACTED] component of the hospitality management system. The Contractor shall provide a [REDACTED] (magnetic strip reader). In the event that this equipment is discontinued by the manufacturer, a comparable unit that is of equal or higher value and certified as compatible with the current [REDACTED] application and the POS workstations shall be provided. All units must have a minimum 3 year warranty.
- A.11. The Contractor shall provide receipt printers for the retail outlet locations that utilize the [REDACTED] component of the hospitality management system as requested by the State. The Contractor shall provide an [REDACTED] Receipt Printer. In the event that this equipment is discontinued by the manufacturer, a comparable unit that is of equal or higher value and certified as compatible with the current [REDACTED] application shall be provided. All units must have a minimum 1 year warranty.
- A.12. The Contractor shall provide kitchen printers for the retail outlet locations that utilize the [REDACTED] component of the hospitality management system as requested by the State. The Contractor shall provide an [REDACTED] Kitchen Printer. In the event that this equipment is

discontinued by the manufacturer, a comparable unit that is of equal or higher value and certified as compatible with the current [REDACTED] application shall be provided. All units must have a minimum 1 year warranty.

**B. CONTRACT TERM:**

This Contract shall be effective for the period commencing on October 1, 2010 and ending on September 30, 2015. The State shall have no obligation for services rendered by the Contractor which are not performed within the specified period.

**C. PAYMENT TERMS AND CONDITIONS:**

C.1. Maximum Liability. In no event shall the maximum liability of the State under this Contract exceed one million four hundred thousand dollars (\$1,400,000.00). The payment rates in Section C.3 and the Travel Compensation provided in Section C.4 shall constitute the entire compensation due the Contractor for the Service and all of the Contractor's obligations hereunder regardless of the difficulty, materials or equipment required. The payment rates include, but are not limited to, all applicable taxes, fees, overheads, and all other direct and indirect costs incurred or to be incurred by the Contractor.

The Contractor is not entitled to be paid 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 Contractor and does not guarantee payment of any such funds to the Contractor under this Contract unless the State requests work and the Contractor performs said work. In which case, the Contractor shall be paid in accordance with the payment rates detailed in Section C.3. The State is under no obligation to request work from the Contractor in any specific dollar amounts or to request any work at all from the Contractor during any period of this Contract.

C.2. Compensation Firm. The payment rates and the maximum liability of the State under this Contract are firm for the duration of the Contract and are not subject to escalation for any reason unless amended.

C.3. Payment Methodology. The Contractor shall be compensated based on the payment rates herein for units of service authorized by the State in a total amount not to exceed the Contract Maximum Liability established in Section C.1.

- a. The Contractor's compensation shall be contingent upon the satisfactory completion of units, milestones, or increments of service defined in Section A.
- b. The Contractor shall be compensated for said units, milestones, or increments of service based upon the following payment rates:

Service Description	Amount (per compensable increment)				
	10/01/10- 09/30/11	10/01/11- 09/30/12	10/01/12- 09/30/13	10/01/13- 09/30/14	10/01/14- 09/30/15
Maintenance, upgrades and 24x7 support (ref. Sections A.2, A.3, A.4, A.5)	\$16,448 per month	\$17,595 per month	\$18,835 per month	\$20,174 per month	\$20,174 per month
State requested modifications or customizations performed at the Contractor's location (ref. Section A.6)	\$250 per hour (\$100 minimum)				

State requested modifications or training performed by the Contractor at State Park sites (ref. Section A.6)	\$250 per hour	\$258 per hour	\$266 per hour	\$274 per hour	\$282 per hour
Recovery services — normal business hours (ref. Section A.7)	\$200 per hour (\$50 minimum)				
Recovery services — after normal business hours (ref. Section A.7)	\$300 per hour (\$75 minimum)				
Touchscreen point of sale workstation (ref. Section A.9)	\$3,024 each	\$3,326 each	\$3,659 each	\$4,025 each	\$4,427 each
Credit card reader (ref. Section A.10)	\$168 each	\$185 each	\$203 each	\$224 each	\$246 each
Receipt Printer (ref. Section A.11)	\$708 each	\$779 each	\$857 each	\$942 each	\$1,037 each
Kitchen Printer (ref. Section A.12)	\$840 each	\$924 each	\$1,016 each	\$1,118 each	\$1,230 each

c. The Contractor shall not be compensated for travel time to the primary location of service provision.

d. A "day" shall be defined as a minimum of eight (8) hours of service. If the Contractor provides fewer than eight hours of service in a standard twenty-four hour day, the Contractor shall bill *pro rata* for only those portions of the day in which service was actually delivered. The Contractor shall not bill more than the daily rate even if the Contractor works more than eight hours in a day.

C.4. Travel Compensation. Compensation to the Contractor 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 agrees to charge the Contractor the prevailing state employee rates for lodging and meals when the Contractor's staff are onsite at the State locations for "On-Site Support Services."

The Contractor 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."

C.5. Invoice Requirements. The Contractor shall invoice the State only for completed increments of service and for the amount stipulated in Section C.3, above, and as required below prior to any payment.

a. The Contractor shall submit invoices no more often than monthly, with all necessary supporting documentation, to:

Tennessee State Parks, 7<sup>th</sup> Floor, L & C Tower, 401 Church St., Nashville, TN 37243.

b. The Contractor agrees that each invoice submitted shall clearly and accurately (all calculations must be extended and totaled correctly) detail the following required information.

(1) Invoice/Reference Number (assigned by the Contractor);

- (2) Invoice Date;
- (3) Invoice Period (period to which all invoiced charges are applicable);
- (4) Contract Number (assigned by the State to this Contract);
- (5) Account Name: Department of Environment and Conservation, Tennessee State Parks;
- (6) Account/Customer Number (uniquely assigned by the Contractor to the above-referenced Account Name);
- (7) Contractor Name;
- (8) Contractor Federal Employer Identification Number or Social Security Number (as referenced in this Contract);
- (9) Contractor Contact (name, phone, and/or fax for the individual to contact with billing questions);
- (10) Contractor Remittance Address;
- (11) Complete Itemization of Charges, which shall detail the following:

- i. Service or Milestone Description (including name /title as applicable) of each service invoiced;
- ii. Number of Completed Units, Increments, Hours, or Days as applicable, of each service invoiced;
- iii. Applicable Payment Rate (as stipulated in Section C.3.) of each service invoiced;
- iv. Amount Due by Service; and
- v. Total Amount Due for the invoice period.

- c. The Contractor understands and agrees that an invoice to the State under this Contract shall:
    - (1) include only charges for service described in Contract Section A and in accordance with payment terms and conditions set forth in Contract Section C;
    - (2) not include any future work but will only be submitted for completed service; and
    - (3) not include sales tax or shipping charges.
  - d. The Contractor agrees that timeframe for payment (and any discounts) begins when the State is in receipt of each invoice meeting the minimum requirements above.
  - e. The Contractor shall complete and sign a "Substitute W-9 Form" provided to the Contractor by the State. The taxpayer identification number contained in the Substitute W-9 submitted to the State shall agree to the Federal Employer Identification Number or Social Security Number referenced in this Contract for the Contractor. The Contractor shall not invoice the State for services until the State has received this completed form.
- C.6. Payment of Invoice. The payment of the invoice by the State shall not prejudice the State's right to object to or question any invoice or matter in relation thereto. Such payment by the State 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.7. Invoice Reductions. The Contractor's invoice shall be subject to reduction for amounts included in any invoice or payment theretofore made which are determined by the State, on the basis of audits conducted in accordance with the terms of this Contract, not to constitute proper remuneration for compensable services.
- C.8. Deductions. The State reserves the right to deduct from amounts which are or shall become due and payable to the Contractor under this or any Contract between the Contractor and the State of Tennessee any amounts which are or shall become due and payable to the State of Tennessee by the Contractor.

- C.9. Automatic Deposits. The Contractor shall complete and sign an "Authorization Agreement for Automatic Deposit (ACH Credits) Form." This form shall be provided to the Contractor by the State. Once this form has been completed and submitted to the State by the Contractor all payments to the Contractor, under this or any other Contract the Contractor has with the State of Tennessee shall be made by Automated Clearing House (ACH). The Contractor shall not invoice the State for services until the Contractor has completed this form and submitted it to the State.
- D. STANDARD TERMS AND CONDITIONS:**
- D.1. Required Approvals. The State is not bound by this Contract until it is approved by the appropriate State officials in accordance with applicable Tennessee State laws and regulations.
- D.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.
- D.3. Termination for Convenience. The State may terminate this Contract without cause for any reason. Said termination shall not be deemed a Breach of Contract by the State. The State shall give the Contractor at least ninety (90) days written notice before the effective termination date. The Contractor shall be entitled to receive compensation for satisfactory, authorized service completed as of the termination date, but in no event shall the State be liable to the Contractor for compensation for any service which has not been rendered. Upon such termination, the Contractor shall have no right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- D.4. Termination for Cause. If the Contractor fails to properly perform its obligations under this Contract in a timely or proper manner, or if the Contractor violates any terms of this Contract, the State shall have the right to immediately terminate the Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the above, the Contractor shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Contract by the Contractor.
- D.5. Subcontracting. The Contractor shall not assign this Contract or enter into a subcontract for any of the services performed under this Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, they shall contain, at a minimum, sections of this Contract below pertaining to "Conflicts of Interest," "Nondiscrimination," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Contractor shall be the prime contractor and shall be responsible for all work performed.
- D.6. Conflicts of Interest. The Contractor warrants that no part of the total Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Contractor in connection with any work contemplated or performed relative to this Contract.
- D.7. Nondiscrimination. The Contractor hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the Contractor on the grounds of disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law. The Contractor shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.8. Prohibition of Illegal Immigrants. The requirements of Public Acts of 2006, Chapter Number 878, of the state of Tennessee, addressing the use of illegal immigrants in the performance of any Contract to supply goods or services to the state of Tennessee, shall be a material provision of

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

- a. The Contractor hereby attests, certifies, warrants, and assures that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this Contract. The Contractor shall reaffirm this attestation, in writing, by submitting to the State a completed and signed copy of the document at Attachment 1, hereto, semi-annually during the period of this Contract. Such attestations shall be maintained by the Contractor and made available to state officials upon request.
  - b. Prior to the use of any subcontractor in the performance of this Contract, and semi-annually thereafter, during the period of this Contract, the Contractor shall obtain and retain a current, written attestation that the subcontractor shall not knowingly utilize the services of an illegal immigrant to perform work relative to this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant to perform work relative to this Contract. Attestations obtained from such subcontractors shall be maintained by the Contractor and made available to state officials upon request.
  - c. The Contractor shall maintain records for all personnel used in the performance of this Contract. Said records shall be subject to review and random inspection at any reasonable time upon reasonable notice by the State.
  - d. The Contractor understands and agrees that failure to comply with this section will be subject to the sanctions of Public Chapter 878 of 2006 for acts or omissions occurring after its effective date. This law requires the Commissioner of Finance and Administration to prohibit a contractor from contracting with, or submitting an offer, proposal, or bid to contract with the State of Tennessee to supply goods or services for a period of one year after a contractor is discovered to have knowingly used the services of illegal immigrants during the performance of this Contract.
  - e. For purposes of this Contract, "illegal immigrant" shall be defined as any person who is not either a United States citizen, a Lawful Permanent Resident, or a person whose physical presence in the United States is authorized or allowed by the federal Department of Homeland Security and who, under federal immigration laws and/or regulations, is authorized to be employed in the U.S. or is otherwise authorized to provide services under the Contract.
- D.9. Records. The Contractor shall maintain documentation for all charges under this Contract. The books, records, and documents of the Contractor, insofar as they relate to work performed or money received under this Contract, shall be maintained for a period of three (3) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the State, the Comptroller of the Treasury, or their duly appointed representatives. The financial statements shall be prepared in accordance with generally accepted accounting principles.
- D.10. Prevailing Wage Rates. All contracts for construction, erection, or demolition or to install goods or materials that involve the expenditure of any funds derived from the State require compliance with the prevailing wage laws as provided in *Tennessee Code Annotated*, Section 12-4-401 *et seq.*
- D.11. Monitoring. The Contractor's activities conducted and records maintained pursuant to this Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.

- D.12. Progress Reports. The Contractor shall submit brief, periodic, progress reports to the State as requested.
- D.13. Strict Performance. Failure by any party to this Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Contract shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties hereto.
- D.14. Independent Contractor. The parties hereto, in the performance of this Contract, shall not act as employees, partners, joint venturers, or associates of one another. It is expressly acknowledged by the parties hereto that such parties are independent contracting entities and that nothing in this Contract shall be construed to create an employer/employee relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.

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

- D.15. State Liability. The State shall have no liability except as specifically provided in this Contract.
- D.16. Force Majeure. The obligations of the parties to this Contract are subject to prevention by causes beyond the parties' control that could not be avoided by the exercise of due care including, but not limited to, natural disasters, riots, wars, epidemics, or any other similar cause.
- D.17. State and Federal Compliance. The Contractor shall comply with all applicable State and Federal laws and regulations in the performance of this Contract.
- D.18. Governing Law. This Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The Contractor agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Contract. The Contractor acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising therefrom, shall be subject to and limited to those rights and remedies, if any, available under *Tennessee Code Annotated*, Sections 9-8-101 through 9-8-407.
- D.19. Completeness. This Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions of the parties' agreement. This Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.
- D.20. Severability. If any terms and conditions of this Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions hereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this Contract are declared severable.
- D.21. Headings. Section headings of this Contract are for reference purposes only and shall not be construed as part of this Contract.

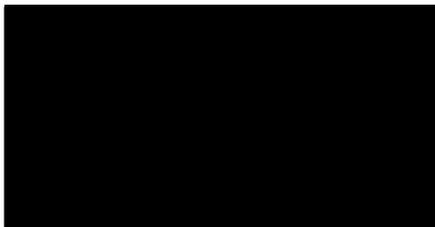
**E. SPECIAL TERMS AND CONDITIONS:**

- E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Contract, these special terms and conditions shall control.
- E.2. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Contract shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by EMAIL or facsimile transmission with recipient confirmation. Any such communications, regardless of method of transmission, shall be addressed to the respective party at the appropriate mailing address, facsimile number, or EMAIL address as set forth below or to that of such other party or address, as may be hereafter specified by written notice.

The State:

Andy Lyon, Assistant Commissioner  
Tennessee State Parks  
7<sup>th</sup> Floor, L&C Tower  
401 Church Street  
Nashville, Tennessee 37243  
Telephone # 615-532-0001  
FAX # 615-532-0732  
Andrew.Lyon@tn.gov

The Contractor:



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

- E.3. Subject to Funds Availability. The Contract is subject to the appropriation and availability of State and/or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate the Contract upon written notice to the Contractor. Said termination shall not be deemed a breach of Contract by the State. Upon receipt of the written notice, the Contractor shall cease all work associated with the Contract. Should such an event occur, the Contractor shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Contractor shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- E.4. Tennessee Consolidated Retirement System. The Contractor acknowledges and understands that, subject to statutory exceptions contained in *Tennessee Code Annotated*, Section 8-36-801, *et. seq.*, the law governing the Tennessee Consolidated Retirement System (TCRS), provides that if a retired member of TCRS, or of any superseded system administered by TCRS, or of any local retirement fund established pursuant to *Tennessee Code Annotated*, Title 8, Chapter 35, Part 3 accepts state employment, the member's retirement allowance is suspended during the period of the employment. Accordingly and notwithstanding any provision of this Contract to the contrary, the Contractor agrees that if it is later determined that the true nature of the working relationship between the Contractor and the State under this Contract is that of "employee/employer" and not that of an independent contractor, the Contractor may be required

to repay to TCRS the amount of retirement benefits the Contractor received from TCRS during the period of this Contract.

IN WITNESS WHEREOF,

[REDACTED]  
[REDACTED]

11/03/2010

DATE

[REDACTED]

- President

PRINTED NAME AND TITLE OF CONTRACTOR SIGNATORY (above)

DEPARTMENT OF ENVIRONMENT AND CONSERVATION:

*James H. Fyke*  
JAMES H. FYKE, COMMISSIONER

11/5/2010

DATE

ATTESTATION RE PERSONNEL USED IN CONTRACT PERFORMANCE

SUBJECT CONTRACT NUMBER:	
CONTRACTOR LEGAL ENTITY NAME:	[REDACTED]
FEDERAL EMPLOYER IDENTIFICATION NUMBER: (or Social Security Number)	[REDACTED]

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.

[REDACTED]

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.

[REDACTED] - President

PRINTED NAME AND TITLE OF SIGNATORY

11/03/2010  
DATE OF ATTESTATION



## CONTRACT AMENDMENT COVER SHEET

<b>Agency Tracking #</b> 32701-00520	<b>Edlson ID</b> 23288	<b>Contract #</b> FA1133522	<b>Amendment #</b> 1		
<b>Contractor Legal Entity Name</b> [REDACTED]			<b>Edlson Vendor ID</b> 77980		
<b>Amendment Purpose &amp; Effect(s)</b> Addition of service components, extend term, and increase maximum liability					
<b>Amendment Changes Contract End Date:</b> <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO		<b>End Date:</b> 6/17/2017			
<b>TOTAL Contract Amount INCREASE or DECREASE per this Amendment (zero if N/A):</b>			<b>\$ 240,000.00</b>		
<b>Funding —</b>					
<b>FY</b>	<b>State</b>	<b>Federal</b>	<b>Interdepartmental</b>	<b>Other</b>	<b>TOTAL Contract Amount</b>
2011	150,000.00				150,000.00
2012	208,000.00				208,000.00
2013	223,000.00				223,000.00
2014	240,000.00				240,000.00
2015	259,000.00				259,000.00
2016	280,000.00				280,000.00
2017	280,000.00				280,000.00
<b>TOTAL:</b>	<b>1,640,000.00</b>				<b>1,640,000.00</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.  <div style="text-align: center; font-family: cursive; font-size: 1.2em;">Thomas W. Edv</div>			<p>CPO USE</p>		
<b>Speed Chart (optional)</b> EN00000004		<b>Account Code (optional)</b> 70803000			

**AMENDMENT 1  
OF CONTRACT FA1133522**



This Amendment is made and entered by and between the State of Tennessee Department of Environment and Conservation, hereinafter referred to as the "State" and [REDACTED] Inc., hereinafter referred to as the "Contractor." For good and valuable consideration, the sufficiency of which is hereby acknowledged, it is mutually understood and agreed by and between said, undersigned contracting parties that the subject contract is hereby amended as follows:

1. The following is added as Contract section A.13.
  - A.13. The Contractor shall provide the [REDACTED] Web/Mobile/Facebook booking engine add-on for the six (6) resort parks currently using Portfolio HMS.

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

**B. CONTRACT PERIOD:**

This Contract shall be effective for the period beginning October 1, 2010, and ending on June 17, 2017. The Contractor hereby acknowledges and affirms that the State shall have no obligation for services rendered by the Contractor which were not performed within this specified contract period.

3. 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 State under this Contract exceed One Million Six Hundred Forty Thousand Dollars (\$1,640,000.00). The payment rates in Section C.3 and the Travel Compensation provided in Section C.4 shall constitute the entire compensation due the Contractor for the Service and all of the Contractor's obligations hereunder regardless of the difficulty, materials or equipment required. The payment rates include, but are not limited to, all applicable taxes, fees, overheads, and all other direct and indirect costs incurred or to be incurred by the Contractor.

The Contractor is not entitled to be paid 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 Contractor and does not guarantee payment of any such funds to the Contractor under this Contract unless the State requests work and the Contractor performs said work. In which case, the Contractor shall be paid in accordance with the payment rates detailed in section C.3. The State is under no obligation to request work from the Contractor in any specific dollar amounts or to request any work at all from the Contractor during any period of this Contract.

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

- b. The Contractor shall be compensated for said units, milestones, or increments of service based upon the following payment rates:

Service Description	Amount (per compensable increment)				
	10/01/10- 09/30/11	10/01/11- 09/30/12	10/01/12- 09/30/13	10/01/13- 09/30/14	10/01/14- 06/17/17
Maintenance, upgrades and 24x7 support (ref. Sections A.2, A.3, A.4, A.5)	\$16,448 per month	\$17,595 per month	\$18,835 per month	\$20,174 per month	\$20,174 per month
State requested modifications or customizations performed at the Contractor's location (ref. Section A.6)	\$250 per hour (\$100 minimum)				



State requested modifications or training performed by the Contractor at State Park sites (ref. Section A.6)	\$250 per hour	\$258 per hour	\$266 per hour	\$274 per hour	\$282 per hour
Recovery services — normal business hours (ref. Section A.7)	\$200 per hour (\$50 minimum)				
Recovery services — after normal business hours (ref. Section A.7)	\$300 per hour (\$75 minimum)				
Touchscreen point of sale workstation (ref. Section A.9)	\$3,024 each	\$3,326 each	\$3,659 each	\$4,025 each	\$4,427 each
Credit card reader (ref. Section A.10)	\$168 each	\$185 each	\$203 each	\$224 each	\$246 each
Receipt Printer (ref. Section A.11)	\$708 each	\$779 each	\$857 each	\$942 each	\$1,037 each
Kitchen Printer (ref. Section A.12)	\$840 each	\$924 each	\$1,016 each	\$1,118 each	\$1,230 each
Web/Mobile/Facebook Reservations					\$2.50 each

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

- a. The Contractor shall submit invoices no more often than monthly, with all necessary supporting documentation, to:

Tennessee State Parks, William R. Snodgrass Tennessee Tower, 2<sup>nd</sup> Floor, 312 Rosa L. Parks Ave., Nashville, TN 32743

6. Contract Section E.2 is deleted in its entirety and replaced with the following:

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

The State:

Mike Robertson  
 Director of Operations  
 Tennessee State Parks  
 2<sup>nd</sup> Floor, 312 Rosa L. Parks Ave.  
 Nashville, TN 37243  
 Telephone # 615-532-0434  
 FAX # 615-532-0732  
 Mike.Robertson@tn.gov

The Contractor:



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

7. The following is added as Contract section E.5.



E.5 Tennessee Department of Revenue Registration. The Contractor shall be registered with the Department of Revenue for the collection of Tennessee sales and use tax. This registration requirement is a material requirement of this Contract.

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

Amendment Effective Date. The revisions set forth herein shall be effective February 1, 2015. All other terms and conditions of this Contract not expressly amended herein shall remain in full force and effect.

IN WITNESS WHEREOF,

[Redacted Signature]

12/30/2014

SIGNATURE

DATE

[Redacted Name]

President

PRINTED NAME AND TITLE OF SIGNATORY (above)

DEPARTMENT OF ENVIRONMENT AND CONSERVATION:

*Robert J. Martineau, Jr.*  
ROBERT J. MARTINEAU, JR., COMMISSIONER

1/12/15  
DATE

# 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)

**APPROVED**

CHIEF PROCUREMENT OFFICER

DATE

<b>Agency request tracking #</b>	32701-02980	
<b>1. Procuring Agency</b>	Department of Environment and Conservation	
<b>2. Contractor</b>	[REDACTED]	
<b>3. Edison contract ID #</b>	23288	
<b>4. Proposed amendment #</b>	2	
<b>5. Contract's Original Effective Date</b>	10/1/2010	
<b>6. Current end date</b>	6/17/2017	
<b>7. Proposed end date</b>	9/30/2017	
<b>8. Current Maximum Liability or Estimated Liability</b>	\$ 1,640,000.00	
<b>9. Proposed Maximum Liability or Estimated Liability</b>	\$ 1,685,000.00	
<b>10. Strategic Technology Solutions Pre-Approval Endorsement Request</b> – <i>information technology service (N/A to THDA)</i>	<input checked="" type="checkbox"/> Not Applicable <input type="checkbox"/> Attached (Contract term extension of previously endorsed project)	
<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>Tennessee State Parks has used [REDACTED], to provide hospitality management system services at the state's resort parks for over 15 years. Since June 2012, [REDACTED] has provided online reservation services for campsites, cabins, and other facilities at the state's non-resort parks as well as golf course and marina management information system services.</p> <p>The agency issued RFP 32701-02884 to procure a contract to provide an integrated management information system to include reservations for cabins/villas, campsites, marinas, golf, inns/lodges, and day-use facilities that would replace both of the aforementioned contracts, which are set to expire June 16, 2017. The new contract is expected to be effective in the very near future. Extension</p>		

<b>Agency request tracking #</b>	<b>32701-02980</b>
<b>of the current contracts through September 30, 2017, will ensure there is sufficient time for successful implementation of the new system, to include installation of all software and hardware, data migration and conversion, training of administrators and end users, and thorough testing of the system by the state prior to acceptance.</b>	
<b>14. If the amendment involves a change in Scope, describe efforts to identify reasonable, competitive, procurement alternatives to amending the contract.</b> <b>The amendment does not involve a change in Scope.</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)	



## CONTRACT AMENDMENT COVER SHEET

<b>Agency Tracking #</b> 32701-00520	<b>Edison ID</b> 23288	<b>Contract #</b> FA1133522	<b>Amendment #</b> 2		
<b>Contractor Legal Entity Name</b> [REDACTED]			<b>Edison Vendor ID</b> 77980		
<b>Amendment Purpose &amp; Effect(s)</b> Extend Contract term					
<b>Amendment Changes Contract End Date:</b> <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO		<b>End Date:</b> 9/30/2017			
<b>TOTAL Contract Amount INCREASE or DECREASE per this Amendment</b> (zero if N/A):			<b>\$ 45,500.00</b>		
<b>Funding —</b>					
<b>FY</b>	<b>State</b>	<b>Federal</b>	<b>Interdepartmental</b>	<b>Other</b>	<b>TOTAL Contract Amount</b>
2011	150,000.00				150,000.00
2012	208,000.00				208,000.00
2013	223,000.00				223,000.00
2014	240,000.00				240,000.00
2015	255,000.00				255,000.00
2016	281,000.00				281,000.00
2017	260,000.00				260,000.00
2018	68,500.00				68,500.00
<b>TOTAL:</b>	<b>1,685,500.00</b>				<b>1,685,500.00</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) EN00000065		<b>Account Code</b> (optional) 70803000			

**AMENDMENT 2  
OF CONTRACT 23288**

This Amendment is made and entered by and between the State of Tennessee, Department of Environment and Conservation, hereinafter referred to as the "State" and [REDACTED], hereinafter referred to as the "Contractor." For good and valuable consideration, the sufficiency of which is hereby acknowledged, it is mutually understood and agreed by and between said, undersigned contracting parties that the subject contract is hereby amended as follows:

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

**B. CONTRACT PERIOD:**

This Contract shall be effective for the period beginning October 1, 2010, and ending on September 30, 2017. The Contractor hereby acknowledges and affirms that the State shall have no obligation for services rendered by the Contractor which were not performed within this specified contract period.

2. 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 State under this Contract exceed One Million Six Hundred Eighty-Five Thousand Five Hundred Dollars (\$1,685,500.00). The payment rates in Section C.3 and the Travel Compensation provided in Section C.4 shall constitute the entire compensation due the Contractor for the Service and all of the Contractor's obligations hereunder regardless of the difficulty, materials or equipment required. The payment rates include, but are not limited to, all applicable taxes, fees, overheads, and all other direct and indirect costs incurred or to be incurred by the Contractor.

The Contractor is not entitled to be paid 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 Contractor and does not guarantee payment of any such funds to the Contractor under this Contract unless the State requests work and the Contractor performs said work. In which case, the Contractor shall be paid in accordance with the payment rates detailed in section C.3. The State is under no obligation to request work from the Contractor in any specific dollar amounts or to request any work at all from the Contractor during any period of this Contract.

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

- b. The Contractor shall be compensated for said units, milestones, or increments of service based upon the following payment rates:

Service Description	Amount (per compensable increment)				
	10/01/10-09/30/11	10/01/11-09/30/12	10/01/12-09/30/13	10/01/13-09/30/14	10/01/14-09/30/17
Maintenance, upgrades and 24x7 support (ref. Sections A.2, A.3, A.4, A.5)	\$16,448 per month	\$17,595 per month	\$18,835 per month	\$20,174 per month	\$20,174 per month
State requested modifications or customizations performed at the Contractor's location (ref. Section A.6)	\$250 per hour (\$100 minimum)				
State requested modifications or training performed by the Contractor at State Park sites (ref. Section A.6)	\$250 per hour	\$258 per hour	\$266 per hour	\$274 per hour	\$282 per hour

Recovery services — normal business hours (ref. Section A.7)	\$200 per hour (\$50 minimum)				
Recovery services — after normal business hours (ref. Section A.7)	\$300 per hour (\$75 minimum)				
Touchscreen point of sale workstation (ref. Section A.9)	\$3,024 each	\$3,326 each	\$3,659 each	\$4,025 each	\$4,427 each
Credit card reader (ref. Section A.10)	\$168 each	\$185 each	\$203 each	\$224 each	\$246 each
Receipt Printer (ref. Section A.11)	\$708 each	\$779 each	\$857 each	\$942 each	\$1,037 each
Kitchen Printer (ref. Section A.12)	\$840 each	\$924 each	\$1,016 each	\$1,118 each	\$1,230 each
Web/Mobile/Facebook Reservations					\$2.50 each

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

Amendment Effective Date. The revisions set forth herein shall be effective May 15, 2017. All other terms and conditions of this Contract not expressly amended herein shall remain in full force and effect.

**IN WITNESS WHEREOF,**

\_\_\_\_\_:

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**SIGNATURE**

**DATE**

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

**DEPARTMENT OF ENVIRONMENT AND CONSERVATION:**

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**ROBERT J. MARTINEAU, JR., COMMISSIONER**

**DATE**