

**Lee County Board Of County Commissioners
Agenda Item Summary**

Blue Sheet No. 20020180

1. REQUESTED MOTION:

ACTION REQUESTED: Approve award of the following Projects: EX020267, the purchase of FacilityFocus TM enterprise-wide work order/facility management software from Maximus, Inc. at the Florida State Contract price of \$171,100.00; and IT020268, the purchase of a Compaq server with accessories (to run the software) at the informally quoted price of \$7,317.00 from the best price vendor, QA Systems, Inc.; for the Lee County Information Technology Group (ITG). Also approve the expenditure of a not-to-exceed amount of \$6,000.00 for temporary help to input data via Lee County Quote #Q-010389 for Temporary Personnel Services; and a not-to-exceed amount of \$10,000.00 for incidentals such as, but not limited to, overnight delivery, accessories, etc. Authority is also requested to expend the funds necessary for the annual software maintenance costs from the first year through the life of the system (the current Florida State Contract price for annual maintenance is \$18,990.00 per year). The requesting department will be responsible for monitoring its expenditures. **Continued on next page**

WHY ACTION IS NECESSARY: Section 11.0.3.1 of the Lee County Purchasing and Payment Procedures Manual exempts "the purchase of equipment that has gone through the Administrative Code Procedure, such as State Contracts or Federal General Services Administration Schedules, providing the purchase, rental or lease amount does not exceed \$50,000.00". As this expenditure will exceed \$50,000.00, Board approval is required.

WHAT ACTION ACCOMPLISHES: Provides all County departments with the upgraded ability to request and track work orders. Will also allow Facilities Management to schedule preventative maintenance, track County assets, and satisfy Internal Auditing requests for improved asset management and Disaster Recovery preparedness. Also allows the County to comply with the Governmental Accounting Standards Board (GASB Statements 34 and 35) for managing and maintaining capital assets which will reflect favorably with bond raters. In addition, the system can be expanded into other areas, such as job cost estimating, contract administration, and real estate/facility management.

**2. DEPARTMENTAL CATEGORY:
COMMISSION DISTRICT #**

C1B

3. MEETING DATE:

04-23-2002

4. AGENDA:

- CONSENT
 - ADMINISTRATIVE APPEALS
 - PUBLIC
 - WALK ON
- TIME REQUIRED:**

**5. REQUIREMENT/PURPOSE:
(Specify)**

- STATUTE
- ORDINANCE
- ADMIN. CODE
- OTHER

AC-4-1

6. REQUESTOR OF INFORMATION:

- A. COMMISSIONER**
- B. DEPARTMENT** County Administration
- C. DIVISION** County Manager

BY: Bill Hammond, Deputy County Manager

7. BACKGROUND:

--BACKGROUND BEGINS ON PAGE TWO--

8. MANAGEMENT RECOMMENDATIONS:

9. RECOMMENDED APPROVAL:

A Department Director	B Purchasing or Contracts	C Human Resources	D Other	E County Attorney	F Budget Services				G County Manager
<i>Walt Ford</i>	<i>[Signature]</i>			<i>[Signature]</i>	<i>QA</i>	<i>OM</i>	<i>Risk</i>	<i>GC</i>	<i>[Signature]</i>
					<i>4/11/02</i>	<i>4/11/02</i>	<i>4/11</i>	<i>4/11/02</i>	<i>4-11-02</i>

10. COMMISSION ACTION:

- APPROVED
- DENIED
- DEFERRED

**RECEIVED BY
COUNTY ADMIN.**
2/26/02
3:50 pm
**COUNTY ADMIN.
FORWARDED TO:**
4/11 4:30

2002
CO. ATTY.
FORWARDED TO:
ADMIN
4/11/02 3:30 pm

--BACKGROUND CONTINUED FROM PAGE ONE--

On February 14, 2002, the Division of Purchasing received a request from the Lee County Information Technology Group (ITG) to prepare a request to purchase FacilityFocus TM enterprise-wide work order/facility management software from Maximus, Inc. at the Florida State Contract price of \$171,100.00; and a Compaq server with accessories (to run the software) at the informally quoted price of \$7,317.00 from the best price vendor, QA Systems, Inc. It was also requested by ITG that Board approval be obtained for the expenditure of a not-to-exceed amount of \$6,000.00 for temporary help to input data via Lee County Quote #Q-010389 for Temporary Personnel Services; and a not-to-exceed amount of \$10,000.00 for incidentals such as, but not limited to, overnight delivery, accessories, etc. Authority is also requested to expend the funds necessary for the annual software maintenance costs from the first year through the life of the system (the current Florida State Contract price for annual maintenance is \$18,990.00 per year).

These requests are a result of the following: After a report by Internal Auditing, Lee County Facilities Management requested ITG/ACS' assistance to find, evaluate, and recommend a new work order/facility management system. ITG reviewed over 50 software packages and selected three that would meet Facilities' business and technical requirements. Facilities Management staff selected FacilityFocus TM software by Maximus, Inc. (please see the vendor selection matrix – Attachment #2). It should also be noted that the memorandum requesting this purchase has been co-signed by Richard Beck, Director of Facilities Management, who concurs with this request/purchase.

Continuation of Action Requested

Authorize transfer from General Fund reserves in the amount of \$213,407.00. Also approve budget amendment resolution for data processing fund 515 in the amount of \$213,407.00 to recognize the receipt of monies from the General Fund.

Funds will be available upon the transfer in KC5132851500.506410. (Annual maintenance costs will be budgeted and paid for by Facilities Management.)

PLEASE SEE ATTACHMENTS:

- (1) Department Request for Purchases
- (2) Vendor Selection Matrix
- (3) Matrix Inc.'s Quote via Florida State Contract No. 252-033-02-1
- (4) Tabulation Sheet for Informal Telephone Quote No. IT020268
- (5) Florida State Contract No. 252-033-02-1
- (6) Contract Summary Information for Q-010389 – Temporary Personnel Services

1615 Heitman Street, Fort Myers, FL 33901
phone (941) 335-2900 fax (941) 335-2760

ATTACHMENT #1



LEE COUNTY
ITG

Memo



To: Janet Sheehan, Director of Purchasing
From: Bill O'Kelly, ITG/ACS Account Executive *WOK*
Richard Beck, Director of Facilities Management *beck*
CC:
Date: February 14, 2002
Re: Blue Sheet for Work Order / Facility Management System

We are requesting Purchasing's assistance in preparing a blue sheet for a Work Order/Facility Management System.

Action Requested:

Approve state contract purchase of enterprise-wide Work Order/Facility Management system. Request purchase of FacilityFocusTM software via state contract # 252-033-01-02 in the amount of \$171,100. Authority is also requested to expend the funds necessary for the annual maintenance costs for the life of the system (state contract price fixed at \$18,990 for next three years).

Also request approval to purchase a Compaq Proliant server. Bob has done some preliminary quotations; the final configuration is attached and we are requesting that he informally quote it and provide the most cost-effective option.

Approve expending a NTE amount of \$6,000.00 for temporary help via quote # Q-010387 to input data and \$10,000 for incidentals.

What Action Accomplishes:

Provides all County departments with the upgraded ability to request and track work orders. Will also allow Facilities Management to schedule preventative maintenance, track County assets, and satisfy Internal Auditing request for improved asset management and Disaster Recovery preparedness. Also allows County to comply with the new Federal requirement (via GASB Statement 34) for capital asset reporting. In addition, the system can be expanded into other areas, such as job cost estimating, contract administration, and real estate/facility management.

Background:

After a report by Internal Auditing, Facilities Management requested ITG/ACS' assistance to find, evaluate, and recommend a new work order/facility management system. ITG reviewed over 50 software packages and selected three that would meet Facilities business and technical requirements. Facilities Management staff selected FacilityFocus™ software, distributed by Maximus (vendor selection matrix attached). The software was added to the State Contract pricing system in January, 2002.

Authorize transfer from general fund reserves in the amount of **(Purchasing to input final amount)**. Also approve budget amendment resolution for data processing fund 515 in the amount of **(Purchasing to input final amount)** to recognize the receipt of monies from the general fund.

Funds will be available upon the transfer in KC5132851500.506410. Annual maintenance costs will be budgeted and paid for by Facilities Management.

Please note that per the attached email from Nancy DeLine dated 1/29/02, the state contract number listed on the state contract document (also attached) is incorrect.

Thank you for your assistance.

Attachments:

Computerized Maintenance Management Software Comparison Matrix
Maximus Proposal
Final server configuration
Nancy DeLine 1/29/02 email
Principal Technology Contract

Computerized Maintenance Management Software
Comparison Matrix

PROVIDER	Weight	Current	FM1	Datastream	Maximus
FEATURES					
Oracle	15	0	100	100	100
Web-enabled	15	0	50	100	95
Customizable	10	20	50	80	90
Service	10	10	80	70	90
Pricing	25	85	80	95	90
Ease of Use	15	20	60	65	90
Supportability	10	25	50	60	95
Weighted Total	100	29.75	69.5	84.5	92.75

Proposal

FacilityFocus™
 Facility Management System
 For
 Lee County Florida
 January 29, 2002

Alternative One: Concurrent User Pricing Model

Twenty (20) Concurrent Users, Web Enabled, RS Means (estimating and work standards), Kamel Software FastLook CAD viewer, and Professional Implementation and Training Services. Optional are additional FacilityFocus concurrent users.

Module	List Price	Discounted Price	Annual Maintenance (15% of List Price)
Software:			
FacilityFocus 20 Users	\$100,000	\$ 70,000	\$ 15,000
FacilityFocus(i) Web	\$ 25,000	\$ 20,000	\$ 3,750
RS Means 1 user	\$ 3,500	\$ 3,500	\$ N/A
Kamel Software	\$ 1,600	\$ 1,600	\$ 240
FastLook CAD Viewer			
Software Total	\$130,100	\$ 95,100	\$ 18,990
Professional Services: (See Note #1)			
50 Person Days @\$1,480/da Discounted to \$1,320/da	\$ 74,000	\$ 66,000	N/A
Estimated Expenses: (See Note #1)		\$ 10,000	
Services Total:		\$ 76,000	
Total Software and Services		\$ 171,100	\$ 18,990

Optional Software:			
Facility Focus 5 Users	\$25,000	\$ 17,500	\$ 3,750

MAXIMUS



FacilityFocus™ contains the following modules:

- Work Management/Job Cost Accounting
- Preventive Maintenance
- Facilities/Property Use and Management
- Personnel and Labor Force (contractors) Management
- Materials Management including bar coding software
- Construction Project Management and Estimating
- Facilities Financial Management/Accounting
- Space Planning and CAD Integration
- Standard Reports and Ad hoc Reporting Capabilities
- Application System Utilities and Documentation
- Executive Information System

FacilityFocus(i) Web enables the entire application over the internet/intranet.

Module use and security are controlled via permissions in the system administration utilities. Casual Users (customer requests, status checks, time card entry, material requests and reporting over the Web) are only considered as "concurrent users" for purposes of licensing the middle ware contained in FacilityFocus(i).

Professional Services and Expenses (note #1)

A total of 50 professional service days is estimated to provide assistance to Lee County for this project. This includes implementation planning, business process analysis, application installation, system set-up, data conversion assistance, conceptual training, and development of standard operating procedures, end user training, and system acceptance. Expenses are estimated and based upon 40 days of these services being provided on site.

40 days on site (80% of total days)

Expenses including travel is estimated at \$250.00 per day and will be billed at actual to the extent allowed by state contract and Florida statutes.

Total Estimated Expenses \$10,000

MAXIMUS professional services are billed monthly as delivered on a per day basis plus actual and reasonable travel and living expenses to the extent allowed by state contract and Florida statutes. If fewer days than the estimate are required, only the actual time used is charged to the client. If additional services time is required due to expansion of the project scope, or interface development, we will provide the County with a proposal for the additional needs.

Expiration of Proposal:

This proposal contains special pricing and incentive allowances exclusively for Lee County. This proposal expires February 28, 2002.

n/A
State Contract
ASB
2-19-02



Table of Contents

FacilityFocus™ Overview

A.	Work Management	1
	The FacilityFocus Work Management Environment	1
	Customer Requests	2
	Maintenance Management	3
	Labor Management	5
	Estimating	6
	Delivery Order Contracting (DOC)	8
B.	Inventory and Equipment Management	10
	Materials Management	10
	Warehouse Management	11
	Inventory Valuation	12
	Materials Requisitioning	13
	Key Control	14
	Serialized Equipment and Physical Asset Management	15
	Preventive Maintenance	16
C.	Contract Management	17
	Contracts and Contractors Management	17
	Bid Management	18
	Project Contract Management - Construction	19
D.	Purchasing and Accounts Payable	21
	Procurement	21
	Supplier Catalogs	22
	Receiving	23
	Accounts Payable and Invoicing	23
E.	Finance	24
	Account Management	24
F.	Human Resources Management	25
	Labor Pool Management	25
G.	Property Management	26
	Property Portfolio Management	26
	Deed and Tract Management	27
H.	Space Management	28

*have eqmt. mgmt
but not inventory mgmt*

*✓ Cindy
7/2/01*

*Don't own: Product Data Mgmt
Configurator
Shop Floor Control
Forecasting
W.O./Service Billing
Quality Mgmt
Resource Capacity Plan.*

*Materials Planning
Customer Service Mgmt System
Plant + Eqmt Mgmt*

J.D. Edwards OneWorld Explorer

File Edit View Tools Applications Help

Fast Path

Master Directory

- Foundation Systems
 - Financials
 - Accounts Receivable
 - Accounts Payable
 - General Accounting
 - Fixed Assets
 - Cost Management
 - Job Cost
 - Localization
 - Service Billing
 - Contract Billing
 - Expense Reimbursement
 - Distribution / Logistics
 - Inventory Management
 - Warehouse Management
 - Sales Order Management
 - Purchase Order Management
 - Replenishment Management
 - Electronic Commerce
 - Advanced Stock Valuation
 - Load and Delivery Management
 - Agreement Management
 - Manufacturing Systems
 - Product Data Management
 - Configurator
 - Shop Floor Control
 - Forecasting
 - Work Order/Service Billing
 - Quality Management
 - Resource & Capacity Planning
 - Material Planning
 - Customer Service Management System
 - Plant & Equipment Management
 - Energy & Chemical Systems
 - Human Resource Management

Foundation Systems (G0)

Description	Job To Execute	Version
Address Book	G010	
Composer	G021	
Workflow Management	G02	
Tools	GH00	
Report Writer	GH0111	
Business Intelligence	G00	

OWN

OWN

PROPERTY MGMT.

J.D. Edwards OneWorld Explorer, Copyright © J.D. Edwards World Source Company, 1997-1999

NUM 10:44 AM

JDE has no utility billing system
 but partner w/ a firm - utility. That's compatible w/ OneWorld!
 AMX International -
 looks just like JDE -
 use JDE tools

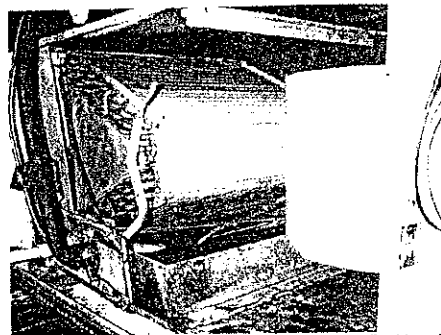
COMPUTER MAINTENANCE MANAGEMENT SYSTEM



Computer software utilized by MARS is incomplete and not adequate to meet basic routine and preventative maintenance requirements of the function.

Details: Currently, MARS is utilizing an inventory software system obtained from DOT and a work order system written by the Lee County Property Appraiser's Office in connection with the year 2000 remediation project. There have been problems with the interface between the inventory system and the work order system. The preventative maintenance program promised as part of the remediation project never materialized. MARS is now exploring the possibility of obtaining a packaged preventative maintenance program that would have to be integrated with the other two systems.

Problems with the work order system's invoices and reports caused problems in billing and obtaining pertinent management information critical for planning and decision-making. Lapses in HVAC preventative maintenance have caused indoor air quality problems. Exhibit III. Having an integrated computer maintenance management system software program is essential to the effective and efficient use of MARS resources and the protection of the County's significant investment. Exhibit IV.



Lee County Building Inspections Office, 1736 Jackson Street, Fort Myers, FL
Photo Taken on February 20, 2001
Air handling unit on platform above the ceiling on east side of building
Photograph 11

Recommendation: Develop a detailed strategic research and implementation plan to obtain and use an integrated computer maintenance management system.



Not all departments utilize the on-line work order system, creating confusion and additional work for MARS employees.

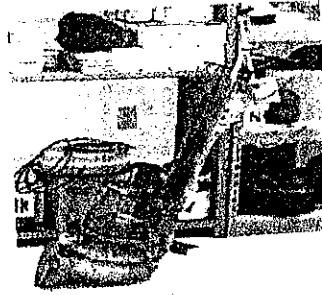
Details: Departments can fax, call or use the on-line work order system to request work by MARS. Work orders that are not placed on-line must be manually input by the work order coordinator, duplicating time and effort while increasing the possibility of error. This is a particular problem with the jail and stockade where none of the 5,186 work orders for fiscal year 2000 were placed on-line. Often calls are placed and the work is done with a promise by the requesting department to place the on-line work order later. This may or may not be done. Work orders can be hand written by the MARS trades workers when they are asked or see other repair needs on-site. Consistency in placing work orders assists in proper resource and time allocation, reduces the opportunity for error and properly tracks and records all work performed.

Recommendation: All work orders should be placed through the on-line work order system.



Management does not receive timely and accurate information for decision-making and

Details: Reports generated by the work order system do not provide information regarding corrective versus preventative maintenance costs, equipment cost analysis information, equipment reliability information, or labor analysis. Timely, accurate and useful reports should be available to analyze performance measures, develop benchmarks, allocate resources, plan equipment replacement, target potential problem areas and provide basic information for evaluation of overall effectiveness and efficiency of maintenance operations. This type of analysis can be used to prevent unscheduled downtime of critical building systems such as air-conditioning that was experienced in the Administration building during the replacement of the pump seen at the right.



Recommendation: Utilize current work order reports to analyze performance, efficiency and effectiveness of maintenance operations. Ensure that new CMMS program can generate timely and accurate information for management planning and decision-making.

Recommendation: Facilities Management should stringently enforce OSHA regulations and document compliance with all OSHA standards.



All work performed is not recorded in the work order system as required by the MOU.

Details: RFP 98-01 states, "All work will be by work order assigned through the Lee County Facilities Management work order system." Work done by remodeling employees of MARS is not recorded in the work order system. Work done by Henderson shop employees for remodeling may or may not be recorded in the work order system. For instance, remodel work done at the Constitutional Complex for the Tax Collector had a work order but overtime work done by some electricians associated with the administration building sixth floor remodeling was not. In fiscal year 2000, approximately 20,000 labor hours were not accounted for in the work order system. Proper tracking of labor hours and efficient use of employees is hindered by this inconsistency.

Recommendation: Record all work performed in the work order system in compliance with the MOU.



Compliance with the MOU work order completion time standards cannot be determined.

Details: RFP 98-01 outlines the maintenance service requirements under the MOU. It states that emergency work orders must be responded to within one hour of the request, priorities within 24 hours, and scheduled within 48 hours. Reports generated from the work order system do not provide information on the timeliness of completion, just the date. Original work orders sampled revealed most did not have a completion time, just a date. Exhibit VIII.

Recommendation: Work orders should include the start and completion time and date (see RFP 98-01 paragraph 3.6). This information should be included in the work order system and should be tracked through computer-generated reports by management to ensure contract compliance.



Square footages of buildings do not appear to accurately reflect the maintenance requirements and actual square footage of office, building, or area maintained.

Details: The MOU between the County and Facilities Management states "Lee County Facilities Management (LCFM) may employ 1 person above the number of employees specified in the employee organizational chart, per each additional accumulative 46,000 square feet of office or building area to be serviced by LCFM...". A sample of the square footages listed by Facilities Management was compared to the Lee County Property Appraiser's official building records. In some cases, all the areas of the building were included: canopies, open porches, stoops, etc. In other cases, only the base area of the building was included. In addition, buildings were identified by common name such as the "Old Tax Collector" building or the "Administration" building making it difficult to locate and identify them. Ball fields, towers, preserves, and parks do not have large building areas but do have irrigation systems and boardwalks whose maintenance requirements are not accurately represented by building square footages. Exhibit IX.

Recommendation: Standardize building square footage by utilizing the Lee County Property Appraiser's records including strap number, street address and significant building information. Exhibit X. Adjust staffing level requirement in MOU to properly reflect the maintenance requirements of facilities with little or no building square footage.

EXHIBIT IV

IMPLEMENTATION OF A COMPUTERIZED MAINTENANCE MANAGEMENT SYSTEM
FACILITIES MANAGEMENT DIVISION
PALM BEACH COUNTY GOVERNMENT; WEST PALM BEACH, FLORIDA
Prepared by: Carlos Solivan

INTRODUCTION

This report details the implementation of a computerized maintenance management system (CMMS), at the Facilities Management Division of the Palm Beach County Government, West Palm Beach, Florida. While the time period of the project detailed in this report encompasses two (2) years, it is important to note that the actual implementation of the CMMS project was accomplished in less than six (6) months. This six (6) months included the feasibility study, the preparation of the request for proposal & specifications (RFP), the submittal of the RFP to various vendors in the business, the evaluation of proposals from vendors, the solicitation for price bids from a few selected vendors that had met all the specifications, the selection of a CMMS, the initialization of the software, the loading of data, and start up of the CMMS. A project period of two (2) years is analyzed so that the reader can understand and appreciate the use of CMMS, as a powerful tool in the evolution of sound maintenance practices in any organization.

DEPARTMENT DESCRIPTION: OCTOBER-1989

The Facilities Management Division (known as Building Services Division at the time) has the responsibility of maintaining over five hundred (500) public buildings located throughout Palm Beach County. This includes government complexes, courthouses, jail facilities, public park facilities, and general office buildings. At the time the division was operated from one (1) large shop, centrally located in the middle of the county. The maintenance organization and staff consisted of one (1) manager, eight (8) supervisors, and one hundred twenty-two (122) maintenance workers representing the various trades: air conditioning, electrical, plumbing, carpentry, painting, and general maintenance. (Of course there was a support group of office and storeroom clerks) A completely manual work order system was utilized to record and track all the maintenance work throughout the county. All labor hours were written by the tradesmen at the end of each work day, on an "official hard-copy" work order that was issued for each job. Material was taken from stores and also charged to the work order with a manual entry. (There was one central storeroom for the Division utilizing a manual index card system for inventory control.) Upon completion of a work order, the "official hard-copy" work order was taken to the office support staff, where all labor and materials charges were added using electric calculators. All billings and invoices to other county agencies were also prepared manually, a very labor intensive process for the office clerical staff. There was no use of computers for support of the maintenance effort.

FEASIBILITY STUDY

As Palm Beach County was undertaking an aggressive effort of new building construction in the public sector (Palm Beach County is one of the fastest growing counties in the nation), it became evident that the existing tax derived budgets would be insufficient to provide the funds for hiring all the maintenance workers, needed to support the upcoming new buildings. Therefore it was extremely critical to develop new innovative ways that would increase the efficiency and productivity of the existing maintenance staff, and keep any new hiring to a minimum. This course of action included the implementation of a computerized maintenance management system, and a "decentralization" of the division from the one (1) centralized shop to four (4) regional management offices/shops. Several new managers would have to be hired for the effort, but the increase in labor cost would be more than offset by the savings from maintenance productivity.

A very careful and accurate study of the existing division operations was conducted, with special attention given towards the analysis of labor and material expenditures. Cost and productivity was measured using various ratios including: labor and material cost per square foot maintained, number of work order labor hours per worker, response time to customer (other county agencies occupying the buildings), and square foot maintained per worker. It quickly became evident that there was room for labor productivity increases, when the Division's ratios were compared to numbers available from the private sector. Additionally there was difficulty accounting for some materials because of the manual procedures used to move materials from the central storeroom, to temporary storage in county work trucks, and finally to

EXHIBIT IV

delivery on the job site. Initial calculations were prepared estimating that productivity increases of twenty percent (20%) to twenty-five percent (25%) were attainable.

Because of tight budgetary constraints a total of ten thousand dollars (\$10,000) was allocated for the first fiscal year of the project, providing for a single user PC based CMMS software program. The Division would remain operating under the one (1) centralized shop concept during this first year of the project. If initial cost versus savings projections proved accurate, an additional twenty thousand dollars (\$20,000) would be provided for expansion of the system, the second fiscal year. The CMMS system would be upgraded to a multi-user network version using telephone modems; allowing the Division to "decentralize" to the four (4) regional offices and shops strategically located around the county. The estimated payback for these expenditures was estimated to be only several months.

REQUEST FOR PROPOSAL, PREPARATION OF SPECIFICATIONS, AND BIDS

The request for proposal (RFP) and preparation of performance specifications were completed, and submitted to approximately two (2) dozen vendors of CMMS software programs. The performance specifications were extremely stringent; the RFP requiring that one hundred percent (100%) of the specs had to be met, or the RFP would not be considered. Of special importance in the specifications were the requirements designed to allow the division to account for all costs, once decentralization into four (4) regions occurred. (It was extremely important to be able to measure the performance of each region separately, because each region manager would be responsible for his/her region's budget.) There were also requirements for network compatibility one (1) year into the project, and for the ability to track multiple storeroom locations. (The design included a provision to set up the thirty (30) some odd county work trucks as "moving" inventories; thereby accounting for any and all material used anywhere in the county.) And finally there were several specifications that required the CMMS software to accept the current code table numbers that existed in the manual system; ie: account codes, employee ID numbers, trade codes, priority codes, spare part and materials stock numbers, etc.

Of the many proposals submitted, only four (4) met all of the specifications. These four (4) vendors were requested to submit quotations for the costs of their proposals. The bids came in with a range in costs between eight thousand dollars (\$8,000) and fifteen thousand dollars (\$15,000); ie: for the single user version of the software. Because of County purchasing regulations, the purchase was awarded to the low bidder of the group. The selected software was the GPMATE program from GP Solutions Inc. The additional budgeted two (2) thousand dollars (\$2,000) was used to provide software training; a very important start up function of any CMMS project.

DATA COLLECTION AND INPUT

This phase of a CMMS implementation is usually considered the most difficult by many CMMS users. While this effort is certainly one of the most critical in any CMMS implementation, it was accomplished quite smoothly at Palm Beach County. The primary criteria in this effort, was the ability to utilize all the existing code numbers that existed in the manual system, and "not have to reinvent the wheel". (Many CMMS users make the mistake of purchasing software with predefined field definition constraints, requiring the user to rename or renumber his/her existing codes. This makes the implementation much more difficult and time consuming. The selected software from GP Solutions is written in ADVANCED REVELATION application language, which allows the user to easily enter his/her existing department code definitions.) Therefore valuable time could be spent loading the tables and creating the data bases that are part of any CMMS system (and not renumbering everything that already existed).

The most important step of a good CMMS implementation is to get everyone in the department involved, and have them gain acceptance of the project. At Palm Beach County a careful and detailed plan was developed to utilize the talents of many of the office and maintenance workers in the Division. With every assignment each worker was given the assignment objective, step-by-step written instructions, and dates for completion of the assignments. (Another big mistake that many CMMS users make is, to have only one or two individuals perform the entire implementation effort; usually the project manager and an assistant. No way, it will take you forever! Utilize the expertise that your department already has.) In each trade several of the best workers were selected, and given specific forms to identify and fill out all the

EXHIBIT IV

information necessary to establish the equipment and maintenance data bases. Other forms were given to the office clerks to establish the fiscal and employee data bases. And a third set of forms was given to the storeroom clerks to establish the spare parts & material data bases. (Another very important point: these forms were generated using the "print screen" command on the PC in each respective data base; in order to facilitate the data entry process which would come next.) Daily meetings were held at the end of each work day to check on the progress of every individual, to answer questions, and to share information and hints that might be useful.

Once these completed forms started to come in, a Data Entry Specialist was contracted from a temporary employment service company to perform all data input. (We asked for their fastest and best worker!) In this fashion the input of equipment, maintenance, and employee data bases was completed in less than one (1) month's time; allowing the start up of Corrective and Preventive Maintenance. The input of the spare parts & materials data base required an additional month for completion; then allowing the start up of Inventory Control. "Classroom" type training sessions were held with all employees in the Division, policies and procedures were written and circulated throughout the County, minor bugs were worked out, and the CMMS system was initiated.

CMMS, EFFICIENCY, AND PRODUCTIVITY

A great benefit of a well designed CMMS is the ability to accurately track and account for labor & material charges expended in the maintenance effort. This allows the maintenance manager to optimize the utilization of these very limited resources (especially in a County Government environment with tight budgets), and to maximize the return on the maintenance investment. This level of management control and accountability is simply not possible without the use of a good CMMS system. (Too much time is spent by the management, doing work that a PC computer can do faster and more precisely.) With the use of a CMMS system the maintenance manager can now spend time thinking of, and designing creative schemes to greatly improve the productivity of his/her department. This point became quickly evident after the start up of the CMMS system in the Division.

Within months after the start up of the CMMS, the productivity of the maintenance staff was improving faster than had been estimated. The corrective and preventive programs were working well, and the expenditure of all materials were being accounted for (including spare parts and materials used from the maintenance work trucks). With the start of the new fiscal year in October 1990, the additional twenty thousand dollars (\$20,000) was easily justified, and the CMMS system was expanded to a multi-user network (with no downtime and no loss of data; thanks to a well designed CMMS). Several new managers were hired and the "decentralized" maintenance concept with four (4) management regions, was implemented. Over this last year the management staff has been able to increase productivity even further. New ideas designed and developed by this author have been programmed into the CMMS system by performing program changes to the software (with the programming help of GP Solutions).

Some of the productivity enhancements include: (1) the ability to safely control maintenance work in buildings containing asbestos, by utilizing electronic work order lock outs and approval procedures; (2) automatic billing and invoicing to other County agencies, a procedure that took seventy-two (72) man hours per month is now done by the CMMS in less than fifteen (15) minutes; and (3) the automatic generation of work measures and performance indicators to measure productivity on a continuing basis, including response time to the customer. It can honestly be said that the purchase of a good CMMS system, has probably been one of the best investments Palm Beach County has ever made. Over the last two (2) years cost savings in the areas of labor reduction and cost avoidance (by not having to hire additional maintenance workers), have been estimated to be approximately one million dollars (\$1,000,000) per year.

3.5 Work Order (Continued):

3.5 Contractor will respond on-site to service calls generated from the Service Writers' desk phone number 338-3117 during normal hours, and at 335-2987 after hours based on the following criteria:

- EMERGENCY CALLS: One (1) hour response time
- PRIORITY CALLS Twenty-four (24) hour response time
- SCHEDULED CALLS Forty eight (48) hour response time

3.6 Invoicing shall include a detailed work order description of work performed, location of job site, total labor hours (start and finish time), itemized listing of parts and the signature of the user agency or representative of Lee County Facilities Management. All invoicing will be billed to: Lee County Facilities Management, PO Box 398, Ft. Myers, FL 33902-0398.

3.7 All equipment and materials shall be furnished by the Contractor and shall be commercial quality and grade, and be from a regular product line approved by the County. Prototype, obsolete, or residential quality/grade shall not be specified or installed in any County Building.

3.8 All work will be by work order assigned through the Lee County Facilities Management work order system. Work orders will be inputted by a Lee County work order coordinator. No building modifications or new construction will be permitted without the written consent of the Lee County Facilities Management. The Contractor may utilize the Lee County Facilities Management work order system, or may, at the Contractor's option install their own system for work order tracking, job costing, material reordering and inventory control. This system must allow user agencies to input work orders and check the status of their work orders. If the Contractor elects to utilize their own system, the system becomes the property of Lee County at the end of the contract period. The County must approve all facility management information systems prior to usage. The contractor will be responsible for any and all costs associated with the use of their system or the County system.

3.9 Contractor shall provide a minimum of four (4) field superintendents assigned permanently to Lee County for the duration of this contract.

QA Systems, Inc.

6620 Manor Rd.
Austin TX 78723
512-637-6100 Voice
512-637-8811 Fax

Quotation

Quote: 15474

Date: 02/06/2002

Customer: Bob Franceschini
LFL01 Lee County Finance Division
P.O. Drawer 2238
Ft Myers FL 33902-2238

Phones: Wk 941-689-7387
Pag 941-689-7385 main

Sales Rep: RICHARD SCHALIN
512-637-6100

	Part Number	Description	Qty	Price	Extended
1)	188549-001	COMPAQ - PROLIANT CORP Proliant DI380 Rm G2 P3/1133 256mb 512k Svr	1	2,512.00	2,512.00
2)	201097-B21	COMPAQ - SERVER OPTIONS P3/1130 512kb Proc Option Kit For DI380 G2	1	645.00	645.00
3)	225011-001	COMPAQ - SERVER OPTIONS Redun Hplug P/s Option Kit For DI380 G2	1	181.00	181.00
4)	225012-B21	COMPAQ - SERVER OPTIONS Hplug Redund Fan Option Kit For DI380 G2	1	137.00	137.00
5)	201693-B21	COMPAQ - MEMORY KITS 512mb Pc133 2x256 Dimm MI370-g2 D1380-g2 Only	2	403.00	806.00
6)	176496-B22	COMPAQ - HARD/TAPE DRIVES 36.4gb Hd U160 Scsi Hplug 3.5lp 1.0in 10000rpm	5	454.00	2,270.00
7)	277750.001	Compaq Windows 2000 State&Local Bundle EN	1	766.00	766.00

Return Policy:

Please contact Customer Service 512-637-6130 for return authorization. Customer service will issue an RMA# for all approved returns. Any merchandise returned to QA without an RMA# will be returned to the customer at customer's expense.

Manufacturer's warranties apply to all products.

Open products are non-returnable, so please check compatibility before opening.

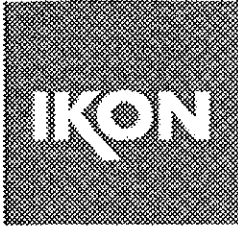
Defective products must be reported to QA Customer Service within 15 days of receipt. Returns for defective products will be processed on a case by case basis, in accordance with manufacturer's warranties.

Returned items must be received by QA within 15 days of RMA# issue date. When items are received after the 15th day, the customer will be responsible for the full amount of the original invoice plus the invoice of the replacement item.

For more please visit www.qasystems.com/return.html

Subtotal 7,317.00

TOTAL \$7,317.00



The Way Business Gets Communicated

Quotation

Steve Shelton - Outside Sales Rep.
(941) 351-6504 ext. 5814
Tricia Kemp - Inside Sales Rep.
(813) 261-2000 ext. 4476
FAX (813) 261-2500

Fax to :

Bob

QTY	PART NUMBER	DESCRIPTION	PRICE	EXTENDED PRICE
1	188549-001	Compaq DL380R02	\$2,512.00	\$2,512.00
1	201097-B21	Petium III P1133-512KB Processor Option	\$645.00	\$645.00
1	225011-001	Compaq Hotplug Redundant Power Supplu	\$181.00	\$181.00
1	225012-B21	DL380 Hotplug Redundant Fan Kit	\$137.00	\$137.00
1 ⁺²	201693-b21	512-MB PC133-MHZ	\$403.00 × 2	\$403.00 → 806.00
1 ⁺⁵	176496-B22	36.4GB Wide Ultra SCSI3 10K	\$454.00 × 5	\$454.00 → 2270.00
1	242380-001	replaced w/ 277750-001		
1	277750-001		\$768.00	\$768.00
Total				\$5,100.00

\$7319.00

I.T.G. Purchase Order Request

Requested By: <u>Jerry Christmas / Johnathan Moore</u>	Date Requested: <u>1/30/2002</u>
Manager's Approval: _____	Date Needed: <u>ASAP</u>
Site Director Approval: _____	

Vendor Information:		
Name	<u>PC MALL</u>	Vendor #
Address	<u>2555 190th</u>	Phone <u>800-323-2704 X4797</u>
	<u>Torrance, CA 90503</u>	Fax <u>310-630-3088</u>
Contact	<u>Renard Garr</u>	Quote No.
*indicate "Best Price" if no vendor preference		

Justification for Purchase:
SQL production server allocated for LEETRAN. The unit will contain the third party application (TMTsoftware) configurations, documents, and running SQL database with upgrades.

Item	Part #	Description	Qty.	Unit	Unit Price	Amount
1	188549-001	Compaq DL380R02 Proliant Server	1	EA	2,512.00	2,512.00
2	201097-B21	Pentium III P1133-512KB Processor Option	1	EA	645.00	645.00
3	225011-001	Compaq HotPlug Redundant Power Supply	1	EA	181.00	181.00
4	225012-B21	DL380 HotPlug Redundant Fan Option Kit	1	EA	137.00	137.00
5	201693-B21	512-MB PC133-MHz ECC SDRAM Memory	2	EA	403.00	806.00
6	176496-B22	36.4-GB Wide Ultra3 SCSI 1" 10kRPM Drive	5	EA	454.00	2,270.00
7	242380-001	Windows 2000 State&Local Bundle ENG	1	EA		-
8		part number change				-
9	277750-001	Windows 2000 server state & local	1		768.00	768.00
10						-
11						-
12						-
13						-
						-
						-
					Subtotal	7,319.00
					Shipping Estimate	
					Total RPO Amount	7,319.00

For Office Use Only	
Date entered	RPO# _____
Program #	PO# _____
Object Code	Purchasing Agent _____
Other	Pass Through or Retained _____



Government - Education - Medical Sales

PRICE QUOTATION

Page 1 of 2

Quote Number: GA176174

Brian Talbot

February 7, 2002

INSIGHT

Provided by: Rene Riley

Contract: Florida State Term Contract (250-040-99-1)

Product availability and product discontinuation is subject to change without notice. The prices in this quotation are valid for 30 days from quote date above. Please include the quote number from this quote on the corresponding purchase order.

Part No.	Description	Qty.	Unit Cost	Extension
188549-001	ProLiant DL380 G2 Pentium III FC-PGA2 1.133 GHz 512KB/256MB Intel Pentium III FC PGA2 1.133 GHz Processor standard, up to 2 supported 512-KB level 2 ECC cache 256 MB (Standard) to 6 GB (Maximum) PC133MHz Registered ECC SDRAM (2) Compaq NC3163 Fast Ethernet NIC (embedded) PCI 10/100 WOL (Wake on LAN) Smart Array 5i Controller (integrated on system board) No Hard Drives Ship Standard 218.4 GB maximum internal storage with optional hard drives 24x IDE CD-ROM Drive Rack, 2U Form Factor (3.5-inch)	1	\$2,512.00	\$2,512.00
201097-B21	Pentium III P1133-512KB Processor Option Kit for DL380 Pentium III P1133-512KB Processor Option Kit for DL380	1	\$645.00	\$645.00
225011-001	Hot Plug Redundant Power Supply Module ProLiant DL380 G2 Hot Plug Redundant Power Supply Module	1	\$181.00	\$181.00
225012-B21	DL380 G2 Hot Plug Redundant Fan Option Kit DL380 G2 Hot Plug Redundant Fan Option Kit Hot Plug Redundant Fan Option Kit (PN 225012-B21) contains three fans per kit.	1	\$137.00	\$137.00
201693-B21	512-MB PC133-MHz Registered ECC SDRAM Memory Option Kit 512-MB PC133-MHz Registered ECC SDRAM Memory Option Kit	2	\$403.00	\$806.00
176496-B22	36.4GB Ultra3 SCSI 10,000 rpm Hot-Plug Hard Drive 36.4-GB Pluggable Ultra3 SCSI 10,000 rpm Universal Hard Drive (1"). Compaq Ultra3 SCSI hard drives provide a maximum data transfer rate of 160 MB/s ü twice the rate of Ultra2 systems. These Universal Hard Disk Drives provide the ability to hot plug between various Compaq Ultra3 and Ultra2 SCSI platforms. All Compaq Hard Disk Drives are required to meet our rigorous standards for reliability and performance. These drives are intended for use in today's demanding, data-critical enterprise environments. Universal option kits are configured and pre-mounted in the appropriate hot plug tray for immediate installation into your Compaq server or storage system.	5	\$454.00	\$2,270.00

¹ Note: This item is not on the contract quoted.

² Note: This item has been discontinued.

Note: Hardware warranties are extended only to the original owner. Notebooks carry a world wide warranty, all other products are warranted in the US only. Sales taxes added where applicable. Freight is FOB Destination.

If you should have questions regarding this quotation or need any other assistance, please contact me at Compaq GEM Sales, 1-888-202-4682 ext. 15526 or FAX 1-800-825-2329



Government - Education - Medical Sales

PRICE QUOTATION

Page 2 of 2

Quote Number: GA176174

Brian Talbot

February 7, 2002

INSIGHT

Provided by: Rene Riley

Contract: Florida State Term Contract (250-040-99-1)

Product availability and product discontinuation is subject to change without notice. The prices in this quotation are valid for 30 days from quote date above. Please include the quote number from this quote on the corresponding purchase order.

Part No.	Description	Qty.	Unit Cost	Extension
1 277750-001	Microsoft Windows 2000 Server - State and Local	1	\$768.00	\$768.00

TOTAL PRICE

\$7,319.00

¹ Note: This item is not on the contract quoted.

² Note: This item has been discontinued.

Note: Hardware warranties are extended only to the original owner. Notebooks carry a world wide warranty, all other products are warranted in the US only. Sales taxes added where applicable. Freight is FOB Destination.

If you should have questions regarding this quotation or need any other assistance, please contact me at Compaq GEM Sales, 1-888-202-4682 ext. 15526 or FAX 1-800-825-2329

**Principle Technology:
Maximus, Inc., Maintenance & Services
252-033-02-1**

Effective: 1/4/02 through 1/3/05

Certification

Legal Information

**Exhibit A - Consulting & Implementation
Services Addendum**

Exhibit B - Maintenance Services Addendum

Exhibit C - Software License Addendum

Exhibit D - Contractor's Fee Schedule

Exhibit E - Ordering Instructions

Complete Contract

EXHIBIT D

Contractor's Fee Schedule

This Addendum is Exhibit D to the Principal Technology Contract between Maximus, Inc. and the State of Florida, Department of Management Services.

The following Fee Schedule shall apply for all Services provided by Contractor:

A. JUSTICE SOLUTION SOFTWARE, MAINTENANCE AND PROFESSIONAL SERVICES PRICE LIST

STANDARD PRICE LIST – LICENSES		
Application Software Licenses:	Unit Price	
CourtView-Case, Judicial and Financial Management Modules	\$2,000.00	Per concurrent user
CourtView-Prosecutor Module	\$2,000.00	Per concurrent user
CourtView-Juvenile Detention Center Module	\$2,000.00	Per concurrent user
CourtView-Adult Probation Module	\$2,000.00	Per concurrent user
CourtView-Juvenile Probation Module	\$2,000.00	Per concurrent user
CourtView-Public Defender Module	\$2,000.00	Per concurrent user
RecordView (County Recorders)	\$2,000.00	Per concurrent user
JailView (Inmate Records)	\$2,000.00	Per concurrent user
Site Server-based Licenses:	Price	Comments
MugView (Mugshot Management)	\$5,000.00 \$50,000.00	Site License
JuryView (Jury Management)	\$5,000.00 \$50,000.00	Site License
NCICView (Criminal History)	\$10,000.00 \$100,000.00	Site License
Web-based Public Access	\$10,000.00 \$100,000.00	Site License
Electronic Filing	\$10,000.00 \$100,000.00	Site License
Maintenance for all Products	Annually, 20% of License Fee	Annual charge beginning in year 1
Warranty for all Products	N/C	90 days from installation

STANDARD PRICE LIST PROFESSIONAL SERVICES		
Consulting Rates	Price	
Professional Services	\$165.00	Per Hour plus travel

B. ASSET SOLUTIONS SOFTWARE, MAINTENANCE AND PROFESSIONAL SERVICES PRICE LIST

AssetFocus Product suite

Application Software Licenses	Unit Price	Comments
FleetFocus MCMS OS390	\$250,000	Site License
FleetFocus MCMS AIX	\$150,000	Site License
FleetFocus MCMS OS400	\$125,000	Site License
FleetFocus MCMS W2000	\$75,000	Site License
FleetFocus MCMS AUTOINPUT	\$25,000	Site License
FleetFocus M4	\$175,000	plus \$400 per named user
FleetFocus M4 AUTOINPUT	\$25,000	Server License
FleetFocus M5	\$295,000	Plus \$95 per named user
FacilityFocus	\$50,000	\$1500 per Named User
FacilityFocus Government	\$500,000	Enterprise Site License
FacilityFocus Education	\$300,000	Multi-Server Site License
MOBILE FacilityFocus	\$25,000	Includes 5 Units and 3 days of Training
WEB FacilityFocus	\$25,000	Per Processor
UTILITY FacilityFocus	\$40,000	Plus \$995 per Processor
RS MEANS BUNDLE for FacilityFocus	\$5,000	Plus \$1750 per additional User
Maintenance for All Products	Annually, 20% of License Fee	Annual charge beginning in year 1
Warranty for All Products	N/C	90 Days From Installation

STANDARD PRICE LIST PROFESSIONAL SERVICES		
Consulting Rates	Price	
Professional Services	\$165.00	Per Hour plus travel

C. WINRMS 2000 SOFTWARE PRICE LIST

Product	Federal funding Amount	Product Price
WINRMS	Less than \$10 Million	\$175,000
	\$10-\$25 Million	\$200,000
	\$25-\$50 Million	\$225,000
	\$50-\$100 Million	\$250,000
	Over \$100 Million	\$300,000

D. CONSULTING FEES

1. Labor Categories and Rates. MAXIMUS provides information technology consulting to government agencies. Our services are based on hourly rates as reflected below. Services can be provided on either a fixed price or hourly basis depending on the nature of the project. The actual rate to be billed will be negotiated within the range based on the skill and experience required, and the scope and complexity of the work activity.

CATEGORY	Rates- without travel and expenses	Rates- including travel and expenses
Project Director (VP Equivalent)	\$225 – \$300	\$275 - \$350
Project Manager	\$175 – \$240	\$225 - \$290
Manager/Team Leader	\$140 – \$185	\$190 - \$235
Senior Analyst	\$135 – \$165	\$185 - \$215
Analyst	\$95 – \$140	\$145 - \$190
Systems Integrator	\$150 – \$225	\$200 - \$275
Quality Assurance/IV&V Specialist	\$140 – \$185	\$190 - \$235
Policy Specialist	\$150 – \$195	\$200 - \$245
Programmer/Analyst	\$110 – \$150	\$160 - \$200
Technical Writer	\$110 – \$150	\$160 - \$200
Technical Manager	\$165 – \$230	\$215 - \$280
Technical Director	\$210 – \$295	\$260 - \$345
Training Manager	\$125 – \$165	\$175 - \$215
Administrative Assistant	\$40 – \$75	NA

2. Discounted Rates. On a case-by-case basis, MAXIMUS is willing to negotiate discounted rates.

EXHIBIT E

ORDERING INSTRUCTIONS

NOTE: ALL ORDERS SHOULD BE DIRECTED TO:

SPURS VENDOR NUMBER: _____

VENDOR: _____

STREET ADDRESS OR P. O. BOX: _____

CITY, STATE, ZIP: _____

TELEPHONE: _____

ORDERING FAX NO.: _____

REMIT ADDRESS: _____

CITY, STATE, ZIP: _____

SERVICES INFORMATION: DIRECT INQUIRY TO:

NAME AND TITLE: _____

ADDRESS: _____

CITY, STATE, ZIP: _____

TELEPHONE: _____

URL HOME PAGE ADDRESS: _____

ELECTRONIC MAIL ADDRESS: _____

PRINCIPAL TECHNOLOGY CONTRACT

FOR AND IN CONSIDERATION of the mutual benefits accruing and expected to accrue hereunder, this contract for both Software and Services, #225-006-02-1, by and between the State of Florida, by and through the Department of Management Services, (herein referred to as the "Department"), 4050 Esplanade Way, Tallahassee, FL 32399, and Maximus, Inc. (herein referred to as "Contractor"), 11419 Sunset Hills Road, Reston VA, 20190, each referred to herein as "Party," and collectively referred to as the "Parties."

WITNESSETH:

WHEREAS, the Department desires to provide Eligible Users, defined herein, with a combination of Software, Software Maintenance, Software Implementation and/or Consulting Services through a Principal Technology Contract;

WHEREAS, the Department solicited a Response to an Invitation to Negotiate No.252-032V to the Contractor; and

WHEREAS, the Contractor responded to the Invitation to Negotiate and desires to provide a combination of Software, Software Maintenance, Software Implementation and/or Consulting Services; and

WHEREAS, the relationship between the Department and the Contractor will be mutually beneficial to each other;

NOW THEREFORE, in consideration of these premises, terms and conditions set forth herein, the Parties, by executing this Contract #225-006-02-1, hereby agree as follows:

SECTION ONE

1.01 Definitions. The Parties agree to the following:

- 1. Consulting Service.** The information technology service(s) provided by Contractor's personnel, which may be provided to Eligible Users pursuant to the Consulting and Implementation Services Addendum, attached hereto and incorporated herein as Exhibit A.
- 2. Contract.** The executed document that constitutes the legal and binding

agreement between the Contractor and the Department, including any and all Exhibits, Addenda or Revisions thereto, and including any and all Purchase Documents issued by the Eligible Users.

3. **Contract Administrator.** The Department's employee who is responsible for maintaining this Contract. The Contract Administrator is currently Marvin Williams and the contact information is contained in Section 2.24.
4. **Contract Quarter.** The period of time commencing on the effective date of the Contract, as defined in the Contract, and extending every three months thereafter.
5. **Department.** The Department of Management Services.
6. **Effective Date.** The effective date of this Contract shall be the date last ascribed herein.
7. **Eligible User.** Eligible Users may include State agencies pursuant to Section 287.042(2)(a), *Florida Statutes*, political subdivisions (county, local county board of public instruction, municipal or other local public agency/authority), State Universities and other authorized institutions pursuant to Section 240.605, *Florida Statutes*, and private non-profit transportation communities pursuant to Chapter 427, *Florida Statutes*, as well as any other additional government entities, as may be approved in the future by the State of Florida Legislature ("Legislature") or the Department.
8. **Implementation Service.** Any short-term, focused services provided by the Contractor to Eligible Users in connection with the delivery and installation of the Software, that allows Eligible Users to utilize the Software purchased.
9. **Maintenance Service.** Any upgrade, support and/or service assistance for the Software supplied by the Contractor to Eligible Users pursuant to the Maintenance Services Addendum, attached hereto and incorporated herein as Exhibit B.
10. **Purchase Document.** A document used by an Eligible User to formalize a purchase transaction with the Contractor. A Purchase Document shall include the quantity, description, and price of goods and services ordered, the payment terms, discounts if any, date of performance, Contract number and other factors

pertinent to the purchase. In addition, the Eligible User and the Contractor shall ensure that the Purchase Document contains the performance standards as described in Section 2.04. The Purchase Document may be a Purchase Order, as defined in Rule 60A-1.001(12), F.A.C., for those certain Eligible Users described therein, or any other document authorized for use by Eligible Users.

11. Service(s). Any of the Consulting, Implementation, Maintenance, or Software licensing performed by the Contractor under this Agreement.

12. Software. Software programs or systems owned or developed by the Contractor and licensed to Eligible Users by the Contractor pursuant to the Software License Addendum, attached hereto and incorporated herein as Exhibit C.

13. Summary Sales Report. A section of the Vendor User Fee Report, used by the Contractor to provide a written report to the Department due at the end of each Contract Quarter summarizing all the Contractor's sales to Eligible Users under the Contract.

1.02 Scope of Contract. The Contractor is authorized to provide Software, Software Maintenance, Software Implementation and/or Consulting Services to Eligible Users. The Contractor and the Eligible User shall ensure that the scope of work undertaken for each Eligible User is set forth in the relevant Purchase Document. This Contract is anticipated to be in excess of Category Two, or \$25,000, as defined in Chapter 287, *Florida Statutes*.

1.03 Term. The Term of this Contract shall be for a period of three (3) years commencing on the Effective Date of this contract.

1.04 Renewal. Upon mutual agreement of the Parties, this Contract may be renewed in accordance with Section 287.058(1)(f), *Florida Statutes*. The Department shall provide written notice to Contractor regarding its intent to renew the Contract, which notice shall be given no less than ninety (90) days in advance of the expiration date. Renewal of the Contract is contingent upon satisfactory performance evaluations of the Contractor by the Department and legislative appropriation. The prices under this Contract may be re-negotiated at the time of renewal, if any.

1.05 Price.

a. Implementation and Consulting Services. The Contractor agrees to bill Eligible Users for Implementation and Consulting Services either (i) on a time and materials basis, including expenses, provided such expenses do not include any mark-ups, or (ii) on a fixed price basis, which may include progress payments for completion of stages specified in the Purchase Document. The Purchase Document shall specify whether the Parties have agreed to proceed on a time and materials basis or a fixed price basis. In addition, the Contractor and the Eligible User shall be responsible for determining a total stated dollar amount for the price of the Services and setting forth the total amount in the Purchase Document. The Contractor shall not exceed the total stated dollar amount under that Purchase Document. The Contractor shall bill Eligible Users under the pricing structure based on the Contractor's staff classification, with rates as set forth in the Contractor's Fee Schedule which is incorporated herein as Exhibit D. The Parties agree that the Contractor is prohibited from negotiating or billing in a manner that exceeds the stated rates included herein or the total stated dollar amount in the Purchase Document. The Parties agree that the price charged to Eligible Users shall be subject to audit, and the Contractor shall make any and all records supporting the billed prices available for inspection, upon written request by the Department. The Parties agree that any price decrease effectuated during the Contract Term by reason of market change or volume of services shall be passed on to the Eligible User; however, price increases for any reason are prohibited.

b. Software and Maintenance. Maintenance Services and Software costs shall be governed by the rates set forth for such services in Exhibit D. The Contractor is prohibited from negotiating or billing in a manner that exceeds the stated rates for such Software or Maintenance Services. Any price decrease effectuated during the Contract Term by reason of market change or volume of service shall be passed to the Eligible User; however price increases are prohibited. New versions of Software are regarded as new products and therefore new prices do not constitute price increases.

1.06 Deliverables.

a. **Software.** With the exception of Software requiring customization, the Contractor agrees that any and all Software shall be delivered to the Eligible User within fourteen (14) days of receipt of the Purchase Document.

b. **Implementation, Consulting, and Maintenance Services.** The Contractor acknowledges that the Eligible User shall be responsible for preparing a statement or scope of work detailing specific deliverables and acceptance criteria. Maintenance shall be performed as is stated in Exhibit B and the relevant Purchase Document.

1.07 Payment. The Parties agree that the Department's as well as any and all Eligible User's performance and obligation to pay under this Contract is contingent upon an annual appropriation by the Legislature.

The Contractor acknowledges that all invoices and payment for Software and Services must be in accordance with the following:

a. **Implementation and Consulting Services.** Implementation and Consulting Services rendered shall be invoiced in accordance with the terms of the Purchase Document. The Contractor shall submit bills for fees or other compensation for the Services and expenses in detail sufficient for a proper pre-audit and post-audit thereof, pursuant to Sec. 287.058, *Florida Statutes*. The Contractor agrees to submit any and all invoices for travel, if applicable, in accordance with Sec. 112.061, *Florida Statutes*. The Parties agree that payments to the Contractor will be made in accordance with Sec. 215.422, *Florida Statutes*. The Contractor may access the interactive Voice Response System for payment inquiry at (850) 413-7269 between 7:00AM and 6:00PM Monday through Friday.

b. **Software and Maintenance.** Payment shall be made in accordance with Section 215.422 *Florida Statutes*. Subject to Section 215.422 *Florida Statutes*, the End User shall pay invoices yearly in advance in the case of Maintenance, and after delivery and acceptance of Software. Invoices shall contain the Purchase Document number and the Contractor's vendor number identified by the Statewide Purchasing Sub-System (SPURS). An original and three (3) copies of the invoice

shall be submitted to the Eligible User at the address provided on the Purchase Document after the Software is shipped or at the beginning of the Maintenance period. Failure to follow these instructions may result in delay in processing invoices for payment.

1.08 Summary Sales Report and Surcharge Fee. Contractor's written report, summarizing all sales under this Contract, is due at the end of each Calendar Quarter. Said report shall contain the Contract number, name of Contractor, and total sales figures, listing each type of Service and the volume of sales per quarter as well as year-to-date. The Parties agree, pursuant to Sec. 287.1345, *Florida Statutes*, to a surcharge of one percent (1%) on the Contractor's sales to any and all Eligible Users resulting from this Contract. The Contractor shall pay the surcharge to the Department and must include the surcharge in the prices quoted hereinabove and any other negotiable prices quoted to Eligible Users. The Contractor agrees that the surcharge shall be payable to the State of Florida and the Contract number should be noted on the Contractor's check and remitted to the following:

State of Florida
Department of Management Services
P.O. Box 5438
Tallahassee, FL 32314-5438

The Summary Sales Report shall be subject to audit by the Department at any time. The Contractor agrees that the submittal of the Summary Sales Report is a certification by the Contractor that the report is a true, accurate and correct representation of the sales activity for that quarter. Failure to comply with the surcharge fee requirements shall result in the Contractor being found in default, immediate and unilateral termination of the Contract and any and all re-procurement costs shall be charged against the Contractor as required by Section 2.28.

1.09 Ordering Instructions. The Parties agree that Purchase Documents shall be issued in accordance with the Ordering Instructions, attached hereto and incorporated herein as Exhibit E. The Eligible User shall order at the prices indicated, exclusive of all Federal, State and local taxes, but including the appropriate surcharge as set forth in Section 1.08.

1.10 Service Warranties.

a. Software. Notwithstanding any other provision of this Agreement, Contractor shall warrant Software, media and documentation against defects in workmanship for a period of one (1) year commencing upon time of Contractor's delivery and Eligible User's installation of the Software.

b. Maintenance, Implementation, and Consulting Services. Contractor agrees to perform Maintenance, Implementation, and Consulting Services in a professional and workmanlike manner and in a standard in accordance with industry standards. Any and all Contractor warranties extend solely to the Department and the Eligible User. The Contractor agrees that failure to perform pursuant to this standard shall be grounds for termination of this Contract, pursuant to Section 2.28.

**SECTION TWO
REQUIREMENTS**

2.01 Good Standing. The Contractor must maintain good standing as a corporation registered and authorized to transact business pursuant to the laws of the State of Florida and any other applicable law. The Contractor shall submit a certified copy of a Certificate of Status from the Secretary of State, Division of Corporations, concurrent with the execution of this Contract. Concurrent with the execution of this Contract, the Contractor shall submit a corporate resolution indicating that the person(s) executing this Contract are authorized to do so by the Contractor.

2.02 Warranty re: Litigation; Ability to Perform. The Contractor warrants that there is no action, suit, proceeding, inquiry or investigation at law or equity, before or by a court, governmental agency, public Board or body, pending or, to the best of the Contractor's knowledge, threatened, which would in any way prohibit, restrain or enjoin the execution or delivery of the Contractor's obligations, or diminish the Contractor's obligations, or diminish the Contractor's financial ability to perform the terms of this Contract. During the term of this Contract, if any of the afore-

mentioned events occur, the Contractor must immediately notify the Department of same in writing.

2.03 Indemnity. Contractor shall indemnify, save free, and hold harmless the Department and its agents, employees and assigns from and against all costs, loss, damage, liability, expense, claim, demand, judgments, courts costs and reasonable attorney's fees, which may arise from or be claimed against the Department by any person(s) for any injuries, death, or damage to persons or property, to the extent caused by (a) Contractor's negligent acts or omissions or willful misconduct, or (b) failure to comply with all laws, statutes, rules and regulations of the State of Florida and the United States of America, now or thereafter in force during the term of this Agreement. If suits or proceedings shall be brought against the Department, its agents or employees, which allege Contractor negligence, willful misconduct, or failure to comply with such laws, statutes, rules or regulations, the Contractor, upon request of the Department, shall defend the same and will pay all judgment(s), including reasonable attorneys' fees, obtained against the Department, its agents and/or employees.

2.04 Performance Standards. The Contractor warrants that all Services will comply with reasonable, prudent standards of care in accordance with the software and consulting industries. The Contractor agrees that, if the level of performance of the Services is not to industry standard, such failure shall constitute a default and the Department may unilaterally terminate this Contract, pursuant to Section 2.28.

2.05 Performance Bond. The Contractor agrees to provide the Eligible User with a performance bond in the total amount of the Purchase Document guaranteeing that the Contractor will deliver all Software or perform all Services according to this Contract, within the time stipulated and agreed pricing. In addition, Contractor agrees to provide the Eligible User a performance bond in the total amount of the Purchase Document if any item, portion, or part of the scope of work contained in the Purchase Document includes modifying, maintaining, or fixing any data file systems (i.e. flat file, indexed file, or database structure) or source code programs pertaining or relating to State of Florida owned systems software and/or applications software. The Contractor shall provide the performance bond to the

Eligible User and a copy to the Department before any Services commence. Said bond shall be issued from a reliable surety company, licensed to do business in the State of Florida. The Eligible User and the Contractor shall not issue numerous Purchase Documents to evade the intent of this section.

2.06 Liquidated Damages. The Contractor acknowledges that the Department retains the sole discretion of whether to exercise the remedy of liquidated damages for the specific default conditions mentioned herein, in addition to other legal remedies available as provided in Section 2.28. In the event of a default, the Parties acknowledge and agree that the Party not at fault may be entitled to damages and that by their nature such damages will be difficult to ascertain at the time of the default and are impossible to ascertain at this time. The issues involved in determining the amount of damages to which the non-defaulting Party would be entitled will be multiple and complex, and will be dependent on many and variant factors, proof of which could be burdensome. Further, the Parties wish to avoid lengthy and expensive litigation upon occurrence of an event of default. Therefore, the Parties agree, in view of the circumstances and uncertainties that may be present at the time of a default, that it is in the best interests of both Parties to agree upon a reasonable amount of liquidated damages. The Parties further stipulate that the amount of liquidated damages provided for herein is not intended to be a penalty and is purely intended to fully compensate for unknown and unascertainable damages. Regardless of whether the time for completion of Services is stipulated in hours, calendar days, working days or business days, default days shall be counted in calendar days. The Parties agree that if the Department allows Contractor to continue and to finish the Services, or any part thereof, after the expiration of the time allowed, including extensions of time granted to Contractor, that the Department's action shall in no way act as a waiver of the liquidated damages due under this Contract. The Parties agree that liquidated damages will be assessed on the Contractor at the rate of \$100.00 per calendar day for each calendar day that Contractor fails to complete the agreed upon Services after expiration of the time allowed by the requirements of the Contract for completion of any Services, subject

to *force majeure*, as contained in Section 2.30. Provider shall pay said sum to Department not as a penalty, but as liquidated damages.

2.07 Waiver. The delay or failure by either Party to exercise or enforce any of its rights under this Contract shall not constitute or be deemed a waiver of that Party's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

2.08 Dispute Resolution. Any dispute concerning performance of the Contract shall be decided by the Contract Administrator, who shall reduce the decision to writing and serve a copy on the Contractor. The decision of Contract Administrator shall be final and conclusive unless within ten (10) days from the date of Contractor's receipt of the written decision, the Contractor files with the Contract Administrator a petition for administrative hearing. Said petition shall be addressed to the Secretary of the Department, hereinafter referred to as "Secretary." The Secretary's decision in the event of any such petition shall be final, subject to the Contractor's right to administrative and judicial review pursuant to Chapter 120, *Florida Statutes*.

2.09 Waiver of Jury Trial. The Contractor agrees that in the event litigation ensues regarding this Contract, that the Contractor waives its right to a jury trial.

2.10 Insurance Requirements. The Contractor must carry as a minimum \$1,000,000.00 of General Liability coverage and \$1,000,000.00 of Errors and Omissions coverage, or an amount equal to the aggregate total of all Purchase Documents outstanding at any one period of time, whichever amount is greater. The Contractor shall add the Department as an additional insured on the General Liability coverage. The insurance shall cover all of the Contractor's operations under this Contract and shall be effective throughout the Term of this Contract, as well as any renewals or extensions thereto. It is not the intent of this Contract to limit the types of insurance that the Contractor may desire to obtain or be required to obtain by law. The Contractor must submit a Certificate of Insurance indicating coverage for general liability purposes and additional insured coverage, and shall maintain and pay for

same throughout the Term of this Contract. A Certificate of Insurance indicating adequate coverage shall be submitted to the Eligible User prior to the issuance of any Purchase Document. Any and all insurance policies shall be through insurers qualified to do business in Florida.

2.11 Worker's Compensation Insurance Requirements. The Contractor shall take out and maintain during the life of this Contract, Worker's Compensation Insurance for all of its employees connected with the work of this Contract and, in case any work is sublet, the Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. Such insurance shall comply fully with the Florida Worker's Compensation law. If any employees engaged under this Contract are not protected under the Workmen's Compensation statute, the Contractor shall provide, and cause each sub-contractor to provide, adequate insurance, satisfactory to the Department, for the protection of its employees not otherwise protected. The Contractor must submit a Certificate of Insurance indicating worker's compensation insurance coverage.

2.12 ADA Requirements/Unauthorized Aliens. Contractor assumes the sole responsibility for its compliance with all laws, rules and regulations stated in the Americans With Disabilities Act. The Contractor acknowledges and affirms that the employment of unauthorized aliens by the Contractor shall be considered a violation of Section 247A(e) of the Immigration and Nationalization Act. If the Contractor knowingly employs unauthorized aliens, such violation shall be cause for termination of the Contract. In this regard, Contractor affirms that it is in compliance.

2.13 Non-Discrimination and Equal Opportunity. The Contractor agrees to not discriminate on the basis of race, religion, sex, creed, national origin, handicap, marital status, or veteran's status in its operation, management and employment practices and with respect to availability and accessibility of services to the public. The Contractor agrees to comply with all applicable laws of the State of Florida and of the United States of America, regarding such non-discrimination and equality of opportunity. Furthermore, in accordance with Section 287.134, *Florida Statutes*, an entity or affiliate who has been placed on the discriminatory vendor list may not

submit a bid on a Contract to provide goods or services to a public entity, may not submit a bid on a Contract with a public entity for the construction or repair of public buildings or public works, may not submit bids on a lease of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under Contract with any public entity, and may not transact business with any public entity. In this regard, the Contractor acknowledges that it is not on the discriminatory vendor list.

2.14 Public Entity Crime. The Contractor certifies that during the Term of this Contract and any renewals or extensions thereof, the Contractor is not, and will not be, included on the convicted vendor list maintained by the Department. The Contractor agrees that this prohibition applies to construction, repairs, or leases and that Contractor may not be awarded or allowed to perform work as a contractor, supplier, subcontractor, or consultant for the Department for a period of 36 months from the date of being placed on the convicted vendor list. In this regard, the Contractor affirms that it is not on the convicted vendor list.

2.15 Drug Free Workplace Program. The Contractor agrees to implement a drug free workplace program as defined in 287.087, *Florida Statutes*, throughout the Contract Term.

2.16 Conflict of Interest. The Contractor agrees to disclose the name of any officer, director, or agent who is also an employee of the State of Florida, or any of its agencies. In addition, the Contractor also agrees to supply the name of any State employee, or recently employed State employee who owns, directly or indirectly, an interest of five percent (5%) or more in the Contractor.

2.17 Lobbying. Pursuant to 216.347, F.S., the Contractor may not expend any State funds for the purpose of lobbying the Legislature, the judicial branch, or a State agency.

2.18 Advertising. No Contractor advertising or promotion of this Contract is allowed unless the Contractor receives prior written permission from the Department. The Contractor shall not use the Department's name or any other identifying marks or property for advertising or promotional purposes unless the Contractor receives prior written approval from the Department.

2.19 State Contract Web Page. This Contract is a public document. The Department uses the World Wide Web (the "Web") to distribute State Term Contracts and product information to Eligible Users and other interested entities. Contractor shall develop and maintain a home page on the Web. The home page must be compatible with the most recent version of browser Software used by the Department. The Department is currently using Netscape Navigator 4.0 as the browser standard. The Department intends to upgrade to new browser versions, as they become available and fully tested, at its discretion. The Universal Resource Locator (URL) for the home page must be listed in the space provided on the Ordering Instructions, attached hereto as Exhibit E.

2.20 Key Personnel Assignment. The Contractor agrees that in the event it becomes necessary for the Contractor to change key personnel while performing the services hereunder, substitution of said key personnel shall take place upon the Eligible User's prior written consent. Failure to notify the Eligible User prior to the change of key personnel may be sufficient cause for default of this Contract pursuant to Section 2.28.

2.21 Patents and Royalties. The Contractor shall indemnify and save harmless the Department from liability of any nature or kind, including cost and expenses for or on account of any infringement claim against the Department arising from copyrighted material, patented or unpatented inventions, processes or articles supplied by the Contractor; provided, if such claim is made or is pending, the Contractor may, at its option and expense, procure for the Department the right to continue use of, replace or modify the article to render it noninfringing. If the Contractor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the negotiated prices shall include all royalties or costs arising from the use of such design, device, or material in any way involved in the work.

2.22 Intellectual Property. Unless otherwise expressly agreed to in writing, any ideas, concepts, know-how, data processing techniques, data compilations, Software, documentation, diagrams, schematics or blueprints developed exclusively by Contractor for an Eligible User will be the exclusive property of the Contractor.

Any joint Software development effort will be subject to a separate agreement signed by Eligible User and the Contractor, wherein all ownership and license rights to such jointly developed product shall be specified in detail. In the absence of such agreement, each Party shall maintain sole ownership of its own protectable proprietary materials. Nothing in this Contract shall affect in any way the ownership by Contractor or a third party of all rights, title and interest in and to any existing Contractor or third party system Software, application Software, routines, techniques, ideas or formulae which may be utilized in whole or in part by the Contractor in performing services for Eligible Users, or any modifications, enhancements or derivative works thereof, which shall remain solely the property of the Contractor.

2.23 Confidential Information. Each Party may have access to confidential information made available by the other. Each Party agrees to protect such confidential information in the same manner as it protects its own confidential information of like kind. Disclosure of any confidential information received by the State of Florida will be governed by the provisions of the Florida Public Records Act, Chapter 119, *Florida Statutes*.

2.24 Notice. All notices under this Contract to be served upon the Department shall be served by certified mail, return receipt requested, by reputable air courier service, or delivered personally to:

Department of Management Services
ATTN: Marvin Williams
Division of State Purchasing
4050 Esplanade Way
Tallahassee, FL 32399-0950

Department of Management Services
ATTN: Office of the Secretary
4050 Esplanade Way
Tallahassee, FL 32399-0950

Department of Management Services
ATTN: Office of the General Counsel
4050 Esplanade Way
Tallahassee, FL 32399-0950

All notices under this Contract to be served upon the Contractor shall be served by certified mail, return receipt requested, by reputable air courier service, or delivered personally to:

Maximus, Inc.
11419 Sunset Hills Road
Reston, VA 20190
Attn.: General Counsel

- 2.25 Jurisdiction.** If any dispute arises out of this Contract, the venue of any such legal recourse will be in any Federal or State Court in Leon County, Florida.
- 2.26 Governmental Restrictions.** In the event any governmental restrictions may be imposed which would necessitate alteration of the material, quality, workmanship or performance of the items offered in this Contract prior to delivery, it shall be the responsibility of the Contractor to notify the Department in writing, indicating the specific regulation which required the alteration. The Department reserves the right to accept any such alteration or to cancel the Contract at no further expense to the Department.
- 2.27 Assignment.** Neither the Contractor, the Department, nor the Eligible User may sell, assign or transfer any of its rights, duties or obligations under this Contract or any Purchase Document without the prior written consent of the other Party, which consent shall not be unreasonably withheld. The Parties agree that any allowed assignment shall not change the obligations of the Contractor to the Department and the Eligible User.
- 2.28 Termination/Default.** This Contract may be cancelled in whole or in part by either Party by giving thirty (30) days' written notice to the other Party. In addition and pursuant to Sec. 287.058(1)(c), *Florida Statutes*, the Department shall have the right to terminate the Contract immediately if the Contractor refuses to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, *Florida Statutes*, and made or received by the Contractor in conjunction with the Contract. Upon termination for any reason, the Eligible Users shall be responsible for only those fees related to performance of work completed prior to termination. The Parties agree that failure to perform according to this Contract and the Purchase Document shall be cause for the Contractor to be found

in default of this Contract. In the event of such default, Contractor shall be responsible for any and all re-procurement costs incurred by an Eligible User in acquiring substitute Software or Services, not to exceed the amount of the license fees paid by the Eligible User for the Software. In addition, any violations of the terms and conditions herein will also result in the Contractor's name being removed from the State Purchasing Vendor List and/or Eligible Users being advised to not to conduct business with the Contractor, pursuant to Rule 60A-1.006(3), F.A.C.

2.29 Independent Contractor. In connection with this Contract, each Party is considered an independent contractor and as such will not have any authority to bind or commit the other. Nothing herein shall be deemed or construed to create a joint venture, partnership or agency relationship between the Parties for any purpose.

2.30 Force Majeure. The Parties agree that neither Party shall be liable for any delays or failures in performance due to circumstances beyond its control, provided said Party provides immediate written notice to the other Party of said force majeure condition and shall make reasonable efforts to cure said condition.

2.31 Severability Clause. The Parties agree that if any term or condition herein is deemed void or unenforceable by a court of competent jurisdiction, the other provisions are severable to that void provision and shall remain in full force and effect.

2.32 Interpretation. The Parties agree to the following rules regarding the interpretation of this Contract:

- a. The *Florida Statutes* and the Florida Administrative Code shall prevail over any terms and conditions of this Contract, including Exhibits and Purchase Documents;
- b. Headings and captions are for convenience only and are not to be used in the interpretation of this Contract;
- c. All references to Sections and Exhibits are to Sections and Exhibits contained in this Contract;
- d. The provisions of the Exhibits are incorporated in this Contract, and in the event of a conflict, the terms of the Contract govern over the terms of any Exhibit; and

e. In the event of a conflict between the terms of this Contract and the terms set forth in a Purchase Document, the terms of this Contract shall control.

2.33 Entire Agreement. This Contract and its Exhibits contain all the terms and conditions agreed upon by the Parties. No oral agreements or representations shall be valid or binding upon the Department or the Contractor unless expressly contained herein or by a written amendment to this Contract.

IN WITNESS WHEREOF, the Parties, hereto have caused this Contract to be executed, on the dates shown above their respective names.

MAXIMUS, INC.

DEPARTMENT OF
MANAGEMENT SERVICES

Print name: _____
Title: _____
Date: _____

Print name: _____
Title: _____
Date: _____

EXHIBIT A

Consulting and Implementation Services Addendum

This Addendum is Exhibit A to the Principal Technology Contract between Maximus, Inc. and the State of Florida, Department of Management Services.

For each Purchase Document issued by an Eligible User regarding Consulting and/or Implementation Services, the parties agree that the following additional terms shall apply:

A. Additional Warranties

1. Contractor covenants and warrants that it will perform all Consulting Services with due diligence, in a professional and careful manner, and in compliance with all applicable laws and governmental regulations.
2. Contractor represents and warrants that the Consulting Services provided will not infringe any patent, trademark, trade secret, copyright or other intellectual property right of anyone.
3. EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH HEREIN, CONTRACTOR DISCLAIMS ALL WARRANTIES, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, and the stated express warranties are in lieu of all obligations or liabilities on the part of Contractor arising out of or in connection with the performance of the Consulting Services to be provided herein.

B. Intellectual Property Rights

1. Software First Developed. Unless otherwise provided in a Purchase Document, and pursuant to any applicable Software License Agreement in effect between the Parties, Contractor grants to the Eligible User the same rights to, and Eligible User undertakes the same obligations with respect to, any new software and/or documentation first developed by Contractor under this Contract.
2. Contractor Existing Software. Contractor retains title to and ownership of all software and enhancements or modifications thereto, and/or documentation

furnished to the Eligible User under this Contract to which Contractor had title to or ownership of prior to the commencement of this Contract.

C. Non-Solicitation. During the Term of this Contract and any renewals, and for one (1) year after its termination for any reason, neither Party will solicit the employment of, offer employment to, or contract for the services of, any person who is/was an employee, agent, or subcontractor of the other Party during the Term of this Contract.

D. Additional Payment Terms

1. Contractor will be paid for the Consulting Services at the rate stated in the applicable Purchase Document, which shall be based on the rates set forth in Exhibit D.
2. Contractor will issue monthly invoices to the Eligible User for Consulting Services fees and expenses due unless otherwise provided for in a particular Purchase Document. Eligible User will pay invoices pursuant to the terms of the Purchase Document or within thirty (30) days of receipt, if not specified in the Purchase Document.

EXHIBIT B

Maintenance Services Addendum

This Addendum is Exhibit B to the Principal Technology Contract between Maximus, Inc. and the State of Florida, Department of Management Services.

For each Purchase Document issued by an Eligible User regarding Maintenance Services, the parties agree that the following additional terms shall apply:

- A. Term.** Maintenance for each software product licensed by an Eligible User (“Software”) shall commence at the onset of the term of the License Agreement for the Software to which the Maintenance applies, and shall thereafter have a term of twelve (12) months. The term shall automatically renew each year thereafter for an additional twelve (12) month period unless terminated as set forth below.
- B. Correction of Deviations.** In the event that the Eligible User encounters an error and/or malfunction (“Deviation”) in the Software, it shall communicate the circumstances and any supporting information to Contractor in writing. Upon receipt, Contractor will respond as follows:
1. In the event that, in the mutual and reasonable opinion of Contractor and the Eligible User, there exists a Deviation that does not constitute a serious impediment to the normal intended use of the Software, Contractor will correct the Deviation and distribute the correction to the Eligible User in accordance with Contractor’s normal Software revision schedule;
 2. In the event that, in the mutual and reasonable opinion of Contractor and the Eligible User, there exists a Deviation that does constitute a serious impediment to the normal intended use of the Software, Contractor will use its best efforts to correct the deviation and distribute the correction to the Eligible User immediately.
- C. Software Revisions.** The Software may be revised by Contractor 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:

- a. Revisions that the Eligible User is obliged to implement ("Mandatory Revisions");
- b. Revisions that may be implemented by the Eligible User at its option ("Optional Revisions").
- c. No charge shall be made to the Eligible User for either Mandatory Revisions or Optional Revisions.

D. New Releases. A new release ("New Release") of the Software may be issued by Contractor from time to time. Compared to a Revision, a New Release substantially improves the performance of the Software and/or substantially increases its functionality and capability. Contractor shall select those upgrades and improvements that will be issued as Revisions and those upgrades and improvements that will be issued as New Releases. Compared to Revisions, there is a fee for New Releases; however, if Eligible User is subscribed for Maintenance when the New Release is issued, Eligible User may be eligible for a special price to purchase a license for the New Release.

E. Telephone Hotline Assistance. Contractor, at its expense, shall make available technically qualified personnel to respond to all reasonable telephone requests that may be made by the Eligible User relating to the application and operation of the Software.

F. Technical Literature. Contractor shall make available to the Eligible User all technical literature that is considered by Contractor to be relevant to the Software and its use within the scope of Eligible User's operations.

G. Transmission. All Revisions and New Releases will be transmitted to the Eligible User on magnetic tape, magnetic disk or other media suitable for the Eligible User. The Eligible User 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.

H. Remote Diagnostic Access. The Eligible User may provide appropriate modem facilities by which Contractor may, with the permission of the Eligible User, remotely access the Software for the purpose of remote diagnostics and support.

I. Proper Use. The Eligible User agrees that all reasonable effort shall be taken to ensure that neither the Software nor data files are misused.

In the event that diagnostic assistance is provided by Contractor, which, in the reasonable opinion of Contractor and the Eligible User, relates to problems not caused by a Deviation in the Software, such assistance shall be at the Eligible User's expense.

J. Default and Termination of License

a. The Eligible User shall have the right to terminate Maintenance upon delivery of written notice at least ninety (90) days prior to any scheduled renewal date.

b. Contractor may cancel Maintenance in the event that the Eligible User does not implement a Mandatory Revision within sixty (60) days of receipt thereof or such longer period as Contractor may consent to in writing. In the event that Eligible User does not implement a Mandatory Revision within thirty (30) days following receipt of written notice from Contractor of Eligible User's failure to implement a Mandatory Revision, Contractor may then cancel Maintenance, effective immediately, by written notice to the Eligible User.

c. In the event of any breach of the terms and conditions of this Exhibit by the Eligible User, Contractor will, by written notice to the Eligible User, give the Eligible User a period of thirty (30) days within which to institute remedies to correct such breach. In the event that such breach has not been corrected to Contractor's satisfaction within said thirty (30) day period, Contractor may then cancel Maintenance, effective immediately, by written notice to the Eligible User.

EXHIBIT C

Software License Addendum

This Addendum is Exhibit C to the Principal Technology Contract between Maximus, Inc. and the State of Florida, Department of Management Services.

For each Purchase Document issued by an Eligible User for the license of Software from Contractor, the parties agree that the following additional terms shall apply:

A. Grant of License.

1. Subject to the terms and conditions of the Contract and each individual Purchase Document issued hereafter, Contractor grants the applicable Eligible User in the Purchase Document a perpetual (subject to Paragraph E of this Exhibit), nontransferable and nonexclusive license to use the computer program and user documentation (the "Licensed Software") listed in each Purchase Document. The Eligible User may install and use the Licensed Software only in accordance with the terms and conditions of the Purchase Document. If the Eligible User desires additional copies of the Licensed Software, Contractor will provide such copies at the rates specified; provided, however, that if the Eligible User's data center or equipment becomes temporarily inoperative the license shall be extended to backup equipment until such time as the equipment becomes operative again, at which time the license will revert to the original equipment. Except as provided above, use of Licensed Software by the Eligible User beyond the restrictions set forth in this Agreement or in the Purchase Document shall require additional fees.
2. Each Eligible User's license is limited to use of the Licensed Software by the number of "seats" designated in the Purchase Document. Additional seats, available in packets of five, require additional fees, as set forth in Exhibit D and the relevant Purchase Document.
3. The Eligible User's license is to use the Licensed Software in its own business. The Eligible User shall not (i) use the Licensed Software to provide services under any name other than that of the Eligible User; (ii) use the Licensed

Software to process the data of third parties without Contractor's prior written consent; (iii) use the Licensed Software in the operation of a service bureau; (iv) modify or change the Licensed Software; or (v) decompile, disassemble or otherwise reverse engineer the Licensed Software.

B. Non-Disclosure. In addition to the Confidentiality requirements of the main Agreement, the Parties agree to the following:

1. Subject to the other paragraphs in this Contract, the Eligible User shall hold the Licensed Software in confidence and shall not disclose it to others without the prior written consent of Contractor. This obligation to hold confidential does not apply to any portion of the Licensed Software (1) developed by the Eligible User and in the Eligible User's possession prior to the receipt of same from Contractor; (2) which at the time of disclosure is part of the public domain through no act or failure to act by the Eligible User; or (3) which is lawfully disclosed to the Eligible User without restriction on further disclosure by another party who did not acquire same from Contractor.
2. For archival purposes only, the Eligible User may make one copy, in whole or in part, of any printed material relative to the Licensed Software that may be provided by Contractor under this Agreement; provided, the copyright and other trademark notices shall not be removed during the copying process.
3. Any Licensed Software provided by Contractor in machine-readable form may be copied by the Eligible User to the extent necessary for archive or emergency restart purposes, to replace a worn copy, or to understand the contents of such machine-readable material.
4. The Eligible User agrees to keep the original and any copies of that Licensed Software at a single location except that a machine-readable copy of the Licensed Software may be kept for archive or emergency restart purposes only at another facility.

C. Warranties

1. Contractor represents that it has the right to license the Licensed Software to the Eligible User as provided in this Contract. Contractor further represents and warrants, for the Warranty Period, that the Licensed Software will conform to

the description contained in the User Manual but, except as provided in Paragraph D.2. below, Contractor makes no other representations, warranties or guarantees, express or implied, with respect to the accuracy, completeness, or usefulness of the Licensed Software, INCLUDING EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Specifically, Contractor disclaims any responsibility for any third party software, whether acquired by the Eligible User directly from the software vendor or through Contractor acting as a reseller for a software vendor, including any problems with the Licensed Software that arise from use or combination of the Licensed Software with other software or hardware not supplied or approved by Contractor.

2. Contractor will defend, at its own expense, any action brought against a Eligible User to the extent that it is based on a claim that the Licensed Software supplied by Contractor infringes a United States patent or copyright, and Contractor will pay those costs and damages finally awarded against a Eligible User in any such action that are attributable to any such claim, but such defense and payments are conditioned on the following: (1) that Contractor shall be promptly notified in writing by the Eligible User following its receipt of any such claim; (2) that Contractor shall have sole control of the defense of any action on such claim and all negotiations for its settlement or compromise; (3) that should the Licensed Software become, or in Contractor's opinion is likely to become, the subject of a claim of infringement of a United States patent or copyright, then the Eligible User shall permit Contractor, at its option and expense, either to (A) procure for the Eligible User a non-infringing license to use the Licensed Software; or (B) modify the Software so that it becomes non-infringing. Contractor shall have no liability to an Eligible User under any provision of this clause with respect to any claim of patent or copyright infringement that is based on a Eligible User's unauthorized use or combination of the Licensed Software with software or data not supplied by Contractor as part of the Licensed Software.

3. During the Warranty Period, in the event that an Eligible User encounters an error and/or malfunction whereby the Licensed Software does not conform to the description of the Licensed Software in the User Manual (“Deviation”), the Eligible User shall communicate the circumstances of the Deviation and supporting information to Contractor. Upon receipt, Contractor will respond as follows:
 - a. In the event that, in the mutual and reasonable opinion of Contractor and the Eligible User, there exists a Deviation that does not constitute a serious impediment to the normal intended use of the Licensed Software, Contractor will correct the Deviation and distribute the correction to the Eligible User in accordance with Contractor’s normal Software revision schedule.
 - b. In the event that, in the mutual and reasonable opinion of Contractor and the Eligible User, there exists a Deviation that does constitute a serious impediment to the normal intended use of the Licensed Software, Contractor will use its best efforts to correct the Deviation immediately.

D. Source Code Escrow Deposit

1. Upon written request of a Eligible User and full payment of all sums due under this Agreement and any Purchase Document, Contractor shall deposit the source code for the Licensed Software that is the subject of a Purchase Document and designate the Eligible User as a beneficiary pursuant to the terms and conditions of the Software Source Code Escrow Deposit Agreement entered into between Contractor and Data Securities, Inc., a copy of which shall be furnished to the Eligible User.
2. The Eligible User is solely responsible for the payment of all fees and charges assessed by Data Securities, Inc. for the maintenance of this escrow account.
3. The Eligible User shall be entitled to retain its status as a beneficiary under the Software Source Code Escrow Deposit Agreement so long as it is in substantial compliance with all material terms and conditions of this Agreement and subscribes to the Company’s post-installation software support services.

E. License Termination

1. The license conveyed pursuant to this Contract and a Purchase Document may be terminated by Contractor in the event of a material breach or default by a Eligible User under this Contract or a Purchase Document if Contractor notifies Eligible User in writing of the breach or default and the Eligible User does not correct same within thirty (30) days of receipt of Contractor's written notice.
2. All Licensed Software supplied hereunder by Contractor shall be and remain the property of Contractor. Upon termination of this Agreement, whatever the reason, such Licensed Software and any copies thereof made by the Eligible User shall be returned to Contractor.

ATTACHMENT #6

CONTRACT SUMMARY INFORMATION

SUMMARY:

Quote No.:Q-010389

Project Title:TEMPORARY PERSONNEL SERVICES COUNTY WIDE

Purchasing Agent:Chris Jeffcoat

Start Date:October 1, 2001

Expiration Date:September 30, 2001

Board Date:9/25/01

Term:one year

Renewal Options:4 additional one year periods

Address Book No.:100773

Awarded Vendor:Remedy Staffing

Contact Person:David Mills

Phone No.:941 278-1515

Fax No.:941 278-3671

Cell Phone/Pager No.:941 278-1515

*Renewal - DF
2-19-02*

Notes:

FORMAL QUOTATION #Q-010389		LEE COUNTY, FLORIDA TABULATION SHEET				
OPENING DATE: August 21, 2001		FOR				
BUYER: CHRIS JEFFCOAT		STEP-TWO TEMPORARY PERSONNEL SERVICES				
VENDORS		SAMAS TMS STAFFING SERVICES INC	KELLY SERVICES	MANPOWER	REMEDY	PERSONNEL SERVICES OF FT. MYERS
Account Clerk/Bookkeeper - Hourly Rate	\$11.20	\$8.89	\$12.26	\$10.67	\$11.25	
X 1 hours = Total Expenditure	\$11.20	\$8.89	\$12.26	\$10.67	\$11.25	
Admin. Asst. - Hourly Rate	\$15.40	\$10.79	\$11.61	\$11.97	\$15.00	
X 1 hours = Total Expenditure	\$15.40	\$10.79	\$11.61	\$11.97	\$15.00	
Carpenter - Hourly Rate	\$14.20	\$10.64	\$12.90	\$11.90	\$15.00	
X 1 hour = Total Expenditure	\$14.20	\$10.64	\$12.90	\$11.90	\$15.00	
Caseworker - Hourly Rate	\$19.60	\$13.97	\$15.48	\$10.48	\$17.50	
X 144 hour = Total Expenditure	\$2,822.40	\$2,011.68	\$2,229.12	\$1,509.12	\$2,520.00	
Draftsman I - Hourly Rate	\$16.80	\$11.43	\$13.87	\$11.18	\$15.00	
X 1 hour = Total Expenditure	\$16.80	\$11.43	\$13.87	\$11.18	\$15.00	
Draftsman II - Hourly Rate	\$19.60	\$13.97	\$14.19	\$12.58	\$17.50	
X 8 hour = Total Expenditure	\$156.80	\$111.76	\$113.52	\$100.64	\$140.00	
Executive Assistant - Hourly Rate	\$16.80	\$11.43	\$12.90	\$12.97	\$15.00	
X 1 hours = Total Expenditure	\$16.80	\$11.43	\$12.90	\$12.97	\$15.00	
Inventory Control Recorder - Hourly Rate	\$12.60	\$8.89	\$12.26	\$9.00	\$8.75	
X 1 hour = Total Expenditure	\$12.60	\$8.89	\$12.26	\$9.00	\$8.75	
Library Assistant	\$12.60	\$9.53	\$11.61	\$9.98	\$10.00	
X 1 hour = Total Expenditure	\$12.60	\$9.53	\$11.61	\$9.98	\$10.00	
Libray Technician - Hourly Rate	\$11.20	\$10.79	\$11.93	\$8.03	\$11.25	
X 1907 hour = Total Expenditure	\$21,358.40	\$20,586.06	\$22,750.51	\$15,313.21	\$21,453.75	
Light Industrial Worker - Hourly Rate	\$11.36	\$8.64	\$10.97	\$10.98	\$8.15	
X 39 hours = Total Expenditure	\$443.04	\$337.15	\$427.83	\$428.22	\$317.85	

Office Support Basic - Hourly Rate	\$11.20	\$8.89	\$10.97	\$8.44	\$9.35	
X 295 hours = Total Expenditure	\$3,304.00	\$2,622.55	\$3,236.15	\$2,489.80	\$2,758.25	
Office Support Mid-Level-Hourly Rate	\$12.60	\$9.52	\$11.29	\$8.68	\$12.50	
X 11709 hours = Total Expenditure	\$147,533.40	\$111,469.68	\$132,194.61	\$101,634.12	\$146,362.50	
Office Support High Level-Hourly Rate	\$14.00	\$10.79	\$11.61	\$9.97	\$15.00	
X 11055 hour = Total Expenditure	\$154,770.00	\$119,283.45	\$128,348.55	\$110,218.35	\$165,825.00	
Tradesworker/Facilities Maintenance - Hourly Rate	\$15.62	\$8.97	\$12.29	\$8.25	\$10.00	
X 2378 hours = Total Expenditure	\$37,144.36	\$21,330.66	\$29,154.28	\$19,618.50	\$23,780.00	
Tradesworker/Landscape Maintenance - Hourly Rate	\$12.78	\$8.97	\$11.61	\$8.69	\$7.50	
X1177 hours = Total Expenditure	\$15,042.06	\$10,557.69	\$13,664.97	\$10,228.13	\$8,827.50	
GRAND TOTAL	\$382,674.06	\$288,382.28	\$332,206.95	\$261,617.76	\$372,074.85	
OPTION A - PROVIDE INFORMATION AS REQUESTED BELOW						
PERCENT OF MARK-UP OVER NEGOTIATED RATE						
CATEGORY						
ENVIRONMENTAL LABORATORY TECHNICIAN	40	52	29	1.396	30	
ENGINEERING TECHNICIAN	40	52	29	1.396	30	
HURRICANE SHELTER/REFUGE MANAGER	40	63	29	1.396	30	
PROFESSIONAL	40	52	29	1.349	30	
TOLL COLLECTOR	40	33	29	1.374	30	
Service to start within calendar days			30	1	5	
Modifications to specifications	YES	YES	YES	NO		
Signature	YES	YES	YES	YES		
Triplicate Copies	YES	YES	YES	YES		

FORMAL QUOTATION #Q-010389
 OPENING DATE: August 21, 2001
 BUYER: CHRIS JEFFCOAT

LEE COUNTY, FLORIDA TABULATION SHEET
 FOR
 STEP-TWO TEMPORARY PERSONNEL SERVICES

	SAMAS TMS STAFFING SERVICES INC	KELLY SERVICES	MANPOWER	REMEDY	PERSONNEL SERVICES OF FT. MYERS	
GRAND TOTAL	\$382,674.06	\$288,382.28	\$332,206.95	\$261,617.76	\$372,074.85	
QUOTE SIGNED	Y	Y	Y	Y	Y	
TRIPPLICATE COPIES	Y	Y	Y	Y	Y	
MODIFICATIONS	Y	Y	Y	N	N	
SERVICE TO START		1 DAY	30 DAYS	1 DAY	5 DAYS	

NO BIDS

POSTED DATE: 8-22-01
 TIME: 9:15 AM
 BY: (Signature)

REMOVAL DATE: _____
 TIME: _____
 BY: _____

RESOLUTION

Amending the Budget of Department of Data Processing, Fund 51500 to incorporate the unanticipated receipts into Estimated Revenues and Appropriations for the fiscal year 2001-2002.

WHEREAS, in compliance with the Florida Statutes 129.06(2), it is the desire of the Board of County Commissioners of Lee County, Florida, to amend the Department of Data Processing, Fund 51500 budget for \$ 213,407 of the unanticipated revenue from Interfund Transfer and an appropriation of a like amount for Equipment expenditures and;

WHEREAS, the Department of Data Processing, Fund 51500 budget shall be amended to include the following amounts which were previously not included.

ESTIMATED REVENUES

Prior Total:		
Additions		\$ 5,842,185
GC5810151500.381000.900100	Interfund Transfer from General Fund	\$ 213,407
Amended Total Estimated Revenues		\$ 6,055,592

APPROPRIATIONS

Prior Total:		
Additions		\$ 5,842,185
KC5132851500.506410	Furniture and Equipment	\$ 213,407
Amended Total Appropriations		\$ 6,055,592

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Lee County, Florida, that the Department of Data Processing, Fund 51500 budget is hereby amended to show the above additions to its Estimated Revenues and appropriation accounts.

Duly voted upon and adopted in Chambers at a regular Public Hearing by the Board of County Commissioners on this ____ day of _____, 2002.

ATTEST:
CHARLIE GREEN, EX-OFFICIO CLERK

BOARD OF COUNTY COMMISSIONERS
LEE COUNTY, FLORIDA

BY: _____
DEPUTY CLERK

CHAIRMAN

APPROVED AS TO FORM

OFFICE OF COUNTY ATTORNEY

DOC TYPE YA
LEDGER TYPE BA