CONTRACT #1
RFS # 402.00-212
FA # Pending

Transportation

VENDOR:
Intergraph Corporation

STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION
SUITE 700, JAMES K. POLK BUILDING
NASHVILLE, TENNESSEE 37243-0349
(615) 741-2848

GERALD F. NICELY
COMMISSIONER

PHIL BREDESEN
GOVERNOR

RECEIVED
JAN 09 2009
FISCAL REVIEW

January 7, 2009

Mr. James W. White, Executive Director
Tennessee General Assembly, Fiscal Review Committee
8th Floor, Rachel Jackson Building
Nashville, TN 37243

Subject: Non-Competitive Contract – Intergraph Corporation

Dear Mr. White:

The referenced contract is for Highway Safety Improvement Program (HSIP) software modifications. The software was developed by Intergraph Corporation. Intergraph Corporation maintains our Tennessee Roadway Information Management System database which is the source of data used by the HSIP software.

This packet contains the following materials as required by your office:

1. The proposed contract and its Contract Summary Sheet.
2. The request for a non-competitive contract
3. Supporting documents:

    a. Supplemental Documentation Required by the Fiscal Review Committee
    b. An approved rule exception to change payment methodology language
    c. OIR endorsement

Please advise if you have any questions or comments.

Sincerely,

Gerald F. Nicely
Commissioner

Supplemental Documentation Required for Fiscal Review Committee

*Contact Name:	Steve Allen	*Contact Phone:	(615) 741-2208
*Contract Number:	To be assigned by Finance & Administration	*RFS Number:	402.00-212
*Original Contract Begin Date:	04/01/2009	*Current End Date:	06/30/2010
Current Request Amendment Number: *(if applicable)*			
Proposed Amendment Effective Date: *(if applicable)*			
*Department Submitting:	Transportation		
*Division:	Project Planning Division		
*Date Submitted:	1/5/09		
*Submitted Within Sixty (60) days:	Yes		
If not, explain:			
*Contract Vendor Name:	Intergraph Corporation		
*Current Maximum Liability:	$360,000.00		

*Current Contract Allocation by Fiscal Year:
(as Shown on Most Current Fully Executed Contract Summary Sheet)

FY:09	FY:10	FY:	FY:	FY	FY
$100,000	$260,000	$	$	$	$

*Current Total Expenditures by Fiscal Year of Contract:
(attach backup documentation from STARS or FDAS report)

FY:09	FY:10	FY:	FY:	FY	FY
$0	$0	$	$	$	$

IF Contract Allocation has been greater than Contract Expenditures, please give the reasons and explain where surplus funds were spent:	n/a
IF surplus funds have been carried forward, please give the reasons and provide the authority for the carry forward provision:	n/a
IF Contract Expenditures exceeded Contract Allocation, please give the reasons and explain how funding was acquired to pay the overage:	n/a

*Contract Funding Source/Amount:	State:	$36,000	Federal:	$324,000
Interdepartmental:			*Other*:	
If "*other*" please define:				

Supplemental Documentation Required for Fiscal Review Committee

Dates of All Previous Amendments or Revisions: *(if applicable)*	Brief Description of Actions in Previous Amendments or Revisions: *(if applicable)*
n/a	n/a
Method of Original Award: *(if applicable)*	n/a

~~C408-1183~~ 6-3-08

REQUEST: NON-COMPETITIVE CONTRACT

C429-2

APPROVED per OIR recommendation

Commissioner of Finance & Administration

Date: JAN 02 2008 ~~DEC 31 2008~~

Each of the request items below indicates specific information that must be individually detailed or addressed as required. A request can not be considered if information provided is incomplete, non-responsive, or does not clearly address each of the requirements individually as required.

1) RFS #	402.00-212-09
2) State Agency Name :	Tennessee Department of Transportation - TDOT
3) Service Caption :	Highway Safety Improvement Program (HSIP) Software
4) Proposed Contractor :	Intergraph Corporation
5) Contract Start Date : (attached explanation required if date is < 60 days after F&A receipt)	04/01/2009
6) Contract End Date IF all Options to Extend the Contract are Exercised :	06/30/2010
7) Total Maximum Cost IF all Options to Extend the Contract are Exercised :	$360,000

8) Approval Criteria : (select one)

- [x] use of Non-Competitive Negotiation is in the best interest of the state
- [ ] only one uniquely qualified service provider able to provide the service

9) Description of Service to be Acquired :

The Highway Safety Improvement Program (HSIP) Software requires modification because of the need for additional software functions and the need for changes in the operations of the software that will improve efficiencies. These are listed in order of preference.

1. Corridor Improvements. Modify HSIP to include corridors as a fourth type of study location. These location types will be treated just as the existing 3 location types: sections, spots and intersections. All existing functionality available for the current location types will also be available for corridor types. In addition, the application will provide the ability to create and store three different types of final lists. This is necessary to properly identify safety deficient areas for improvements.
2. The factor used in comparing columns in the Analysis Location Query – Advanced Comparison Tab can only be a whole number. This should be changed to allow one decimal place. This is necessary to give needed flexibility for deficiency identification.
3. Display Preferences: Any changes to display of data for any query should be saved with the query until changed by user. These include sort, selection, filter, column display, and severity index parameters. Currently these revert to a default when the query is closed. This is desirable to assure that the same results and display of data are given each time the query is used.
4. Offset Intersections. Currently the software indentifies an intersection at a single point or log mile. With "off set" or "skewed" intersections the opposing legs of the intersection may be at different log miles. This will result in two intersections being identified with the data divided. The software is to be modified to allow a user specified range in log mile to be used for combining intersection data as one intersection. This is necessary for a more correct analysis of data.
5. Change to Query Area Screen: Within the ***Analysis Area Type*** section of the ***Query Area*** screen, selection can be made by Intersection, Section, or Spot. Any or all of these can be selected. This change is to allow selection of intersection by Signalized, Full Stop, or Other. Any combinations of these are to be selected with any combination of the other selections. This gives more flexibility in the analyses of data.

10) Explanation of the Need for or Requirement Placed on the Procuring Agency to Acquire the Service :

OCR

DEC 31 2008

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After the HSIP software was developed, the TDOT safety program was expanded to include corridor improvements. The Highway Safety Improvement Program (HSIP) included in the Federal Highway Act, the Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU), emphasizes decreasing fatal crashes. To accomplish this, the primary goal of Tennessee's Strategic Highway Safety Plan (SHSP) is to reduce the fatality crash rate. Approximately 60% of fatal crashes in Tennessee occur on rural roads, and approximately 70% of these are lane departure crashes. These are the type crashes that are targeted by the corridor safety improvements.

The software is to be modified to identify and prioritize deficient corridors. Producing a list of deficient corridors in the past required extensive manual time. Additionally, the need for other improvements that will result in more flexibility and accuracy in identifying deficiencies was identified during use of the software. These are proposed to be included in this project.

11) Explanation of Whether the Procuring Agency Bought the Service in the Past, & if so, What Procurement Method It Used :

The software was originally developed by Intergraph.

12) Name & Address of the Proposed Contractor's Principal Owner(s) :
(not required if proposed contractor is a state education institution)

In November 2006, Intergraph Corporation was taken private by an investor group led by TPG, Hellman & Friedman, and JMI Equity for more than $1.3 billion. Corporate Headquarter address is Intergraph Corporation, P.O. Box 240000, Huntsville, AL 35813. The address of the division of Intergraph that will provide this support is the Security, Government and Infrastructure Division, 170 Graphics Drive, Madison, AL 35758.

13) Evidence of the Proposed Contractor's Experience and Length of Experience Providing the Service :

The Contractor (Intergraph) was selected in 1996 to develop TRIMS and has held the Maintenance contract since that time. Intergraph originally developed the HSIP software and is knowledgeable of the software and the desired changes.

14) Documentation of Office for Information Resources Endorsement :
(required only if the subject service involves information technology; N/A to THDA requests)

select one:	☐ Documentation Not Applicable to this Request	☒ Documentation Attached to this Request

15) Documentation of Department of Personnel Endorsement :
(required only if the subject service involves training for state employees)

select one:	☒ Documentation Not Applicable to this Request	☐ Documentation Attached to this Request

16) Documentation of State Architect Endorsement :
(required only if the subject service involves construction or real property related services)

select one:	☒ Documentation Not Applicable to this Request	☐ Documentation Attached to this Request

17) Description of Procuring Agency Efforts to Identify Reasonable, Competitive, Procurement Alternatives :

Based on Intergraph's knowledge of the existing application and the data, Intergraph was the best choice to making the necessary modifications to the software.. As they develop this software they are the most qualified to upgrade to newer versions of software as determined by State and Department standards.

18) Justification of Why the State Should Use Non-Competitive Negotiation Rather Than a Competitive Process :
(Being the "only known" or "best" service provider to perform the service as desired will not be deemed adequate justification.)

The software to be modified was developed by the proposed contractor. As a result, they are extremely knowledgeable of the software code and understand the changes that are to be made. Additionally, the contractor developed and maintains the TRIMS database which is the source of data used by the software. As the TRIMS database is enhanced and modified, corresponding changes may be required for the software. This makes it necessary for all elements of the software to be produced by the same developer.

REQUESTING AGENCY HEAD SIGNATURE & DATE :
(must be signed & dated by the ACTUAL procuring agency head as detailed on the Signature Certification on file with OCR— signature by an authorized signatory will be accepted only in documented exigent circumstances)

	DEC 19 2008
Agency Head Signature	**Date**

CY08-1184

exlang120507

REQUEST FOR RULE 0620-3-3-.05 EXCEPTION TO DELETE OR REVISE REQUIRED CONTRACT LANGUAGE

NOTE : Approval of a rule exception is NOT required to delete or revise contract language as permitted by model language policy instructions.

APPROVED
Commissioner of Finance & Administration
Date: DEC 31 2008

RFS #	402.00-212 — 09

INFORMATION ABOUT THE EXCEPTION(S) REQUESTED

SPECIFIC MODEL POLICY APPLICABLE TO THIS REQUEST :

.05 a 2 – Model Language regarding FA Fee-For-Service Contract

EXACT TEXT OF SUBJECT, REQUIRED CONTRACT PROVISION :

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

a. The Contractor's compensation shall be contingent upon the satisfactory completion of units, milestones, or increments of service defined in Section A.

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

Service Description	Amount (per compensable increment)
MILESTONE	$ NUMBER
SERVICE UNIT	$ NUMBER each
JOB TITLE /ACTIVITY	$ NUMBER per HOUR /DAY /ETC.
USE & REPEAT ROWS ABOVE AS NECESSARY	

ADD CONTINGENTLY REQUIRED SUBSECTIONS AS APPROPRIATE (REFER TO INSTRUCTIONS FOR DETAILS)

EXACT TEXT OF PROPOSED, CONTRACT LANGUAGE : (proposed language to replace that detailed above)

C.3. Payment Methodology. The Contractor shall be compensated based on the Standard Monthly Maintenance specified in (b) below and the milestone payment schedules specified in the Task Orders authorized by the State in a total amount not to exceed the Contract Maximum Liability established in Section C.1.

The calculation of the fixed price for each Task Order issued under this Agreement shall be based on the labor categories and rates specified in (b) below.

a. The Contractor's compensation shall be contingent upon the satisfactory completion of the milestones as described in the individual Task Order, as evidenced by the State's signature on an acceptance document for each payment milestone.

b. The Standard Monthly Maintenance described in Section A.3 and the fixed price of each Task Order shall be based upon the following payment rates:

DEC 31 2008
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Service Description	Amount (per compensable increment)
Standard Monthly Maintenance	$1,500 per month
Program Manager II – FS02	$180.00 per hour
Program Manager I – FS03	$157.50 per hour
Software Scientist – FS03	$157.50 per hour
Senior System Consultant – FS03	$157.50 per hour
Software Consultant – FS04	$135.00 per hour
Consultant – FS05	$111.71 per hour
Senior System Engineer – FS06	$105.73 per hour
Senior Software Analyst – FS06	$105.73 per hour
Senior System Specialist - FS07	$84.78 per hour
Software Analyst – FS08	$77.80 per hour

* Attachment One provides description of experience and education for each title.

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

JUSTIFICATION : (compelling rationale for and validation of request to delete or revise required contract language)

This contract provides two types of Highway Safety Improvement Program (HSIP) support services. (1) The first type is Standard Monthly Maintenance. This will be a fixed price of $1,500 per month and will provide standard software maintenance support and services for the HSIP software. (2) The second type of service to be provided will be TDOT-requested software enhancements and modifications based on fixed-price task orders. The cost of these task orders will vary depending on the magnitude of the requested programming. Each task order will contain a fixed price, milestones (with task order payment schedule), deliverables, and applicable assumptions provided by the vendor. Payment will be made to the vendor upon successful completion of each milestone.

INFORMATION REGARDING THE APPLICABLE CONTRACT

CONTRACTOR :	Intergraph Corporation
SERVICE INVOLVED :	Software maintenance and enhancements to the HSIP system.
BEGIN DATE :	April 1, 2009
END DATE (Including ALL options for term extension) :	June 30, 2010
MAXIMUM LIABILITY (Including ALL options for term extension) :	$360,000.00
AGENCY HEAD REQUEST SIGNATURE: (signed by the procuring agency head or authorized signatory)	
SIGNATURE DATE:	REQUIRED DEC 19 2008

FAX/EMAIL TRANSMITTAL

to Request OIR Procurement Endorsement

TO : Jane Chittenden, Director
OIR Procurement & Contract Management — **FAX # 741-6164**

FROM : Vic Mangrum, IT Director — **FAX # 741-0861**

DATE : November 25, 2008

RFS # 402.00-212

RE : Procurement Endorsement — HSIP MAINTENANCE AND DEVELOPMENT CONTRACT- $360,000.00

INFORMATION SYSTEMS PLAN PROJECT: JJ0918

NUMBER OF FAX PAGES (including cover) : N/A (email)

The nature and scope of service detailed in the attached service procurement document(s) appears to require Office for Information Resources (OIR) review and support, because the procurement involves information technology or information systems services.

This communication seeks to ensure that OIR is aware of the procurement and has an opportunity to review the matter. Please determine whether OIR is supportive of the procurement. If you have any questions or concerns about this matter, please call **Vic Mangrum (532-9867), Brenda Waldron or Vicki Hassinger at 741-1645.**

Please indicate below your response to this proposed procurement, and return this communication at your earliest convenience (note the return FAX number above).

Thank you for your help.

Attachment(s)

Must include the entire contract or amendment document and where applicable, the non-competitive contract or amendment request form. The original contract and any prior amendments that were applied to the same section of the contract must be provided with an amendment. Electronic copies of the contract, amendments, and request form without signature are acceptable.

RFP documents must be provided in electronic form.

OIR Endorsement :

Mark Bengel (gf) — 12/2/08

OIR Chief Information Officer — **Date**

CONTRACT SUMMARY SHEET

021908

RFS #	Contract #
402 . 00 — 212 — 09	
State Agency	**State Agency Division**
Department of Transportation	Information Technology
Contractor Name	**Contractor ID # (FEIN or SSN)**
Intergraph Corporation	☐ C- or ☒ V- 63-0573222

Service Description

Software Maintenance for Highway Safety Improvement Program

Contract Begin Date	Contract End Date	SUBRECIPIENT or VENDOR?	CFDA #
April 1, 2009	June 30, 2010	V	

Mark Each TRUE Statement

☒ Contractor is on STARS

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

Allotment Code	Cost Center	Object Code	Fund	Funding Grant Code	Funding Subgrant Code
402	88	083	21		

FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
2009	10,000.00	90,000.00			100,000.00
2010	26,000.00	234,000.00			260,000.00
TOTAL:	36.000.00	324,000			360,000.00

— COMPLETE FOR AMENDMENTS ONLY —

FY	Base Contract & Prior Amendments	THIS Amendment ONLY
TOTAL:		
End Date:		

State Agency Fiscal Contact & Telephone #

Audra Colvin (615) 741-2498

State Agency Budget Officer Approval

Funding Certification (certification, required by T.C.A., § 9-4-5113, that there is a balance in the appropriation from which the obligated expenditure is required to be paid that is not otherwise encumbered to pay obligations previously incurred)

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

☐ African American ☐ Person w/ Disability ☐ Hispanic ☐ Small Business ☐ Government

☐ Asian ☐ Female ☐ Native American ☒ NOT Minority/Disadvantaged ☐ Other

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

☐ RFP ☐ Competitive Negotiation * ☐ Alternative Competitive Method *

☒ Non-Competitive Negotiation * ☐ Negotiation w/ Government (ID, GG, GU) ☐ Other *

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

Approved Request for Non-Competitive Contract – see attached. Contractor developed software and owns all rights.

CONTRACT
BETWEEN THE STATE OF TENNESSEE, DEPARTMENT OF TRANSPORTATION AND INTERGRAPH CORPORATION

This Contract, by and between the State of Tennessee, Department of Transportation, hereinafter referred to as the "State" and Intergraph Corporation, hereinafter referred to as the "Contractor," is for the provision of Highway Safety Improvement Program (HSIP) Software Development and Maintenance, as further defined in the "SCOPE OF SERVICES."

The Contractor is A For-Profit Corporation.
Contractor Federal Employer Identification or Social Security Number: 63-0573222
Contractor Place of Incorporation or Organization: Delaware

A. SCOPE OF SERVICES:

A.1. The Contractor shall provide all service and deliverables as required, described, and detailed by this Scope of Services and shall meet all service and delivery timelines specified in the Scope of Services section or elsewhere in this Contract.

A.2. The Contractor shall provide Standard Software Maintenance for the existing Highway Safety Improvement Program (HSIP) system which will consist of software defect corrections and compatibility upgrades as it pertains to the HSIP system.

A.3. The Contractor shall develop revisions to the HSIP software due to the need for additional software functions and the need for improved efficiencies. The Contractor shall provide the following required modifications:

a. Corridor Improvements: Modify HSIP to include corridors as a fourth type of study location. These location types will be treated just as the existing 3 location types: sections, spots and intersections. All existing functionality available for the current location types will also be available for corridor types. In addition, the application will provide the ability to create and store three different types of final lists. This is necessary to properly identify safety deficient areas for improvements.
b. Analysis Location Query: Currently the factor used in comparing columns in the Analysis Location Query – Advanced Comparison Tab can only be a whole number. This shall be changed to allow one decimal place. This is necessary to give needed flexibility for deficiency identification.
c. Display Preferences: Currently changes to the display of data for any query revert to a default when the query is closed. This includes changes to the sort, selection, filter, column display, and severity index parameters. All changes shall be saved with the query until changed by the user. This is needed to assure that the same results and display of data are given each time the query is used.
d. Offset Intersections: Currently the software indentifies an intersection at a single point or log mile. With "off set" or "skewed" intersections the opposing legs of the intersection may be at different log miles. This will result in two intersections being identified with the data divided. The software shall be modified to allow a user specified range in log mile to be used for combining intersection data as one intersection. This is necessary for a more correct analysis of data.
e. Change to Query Area Screen: Currently within the ***Analysis Area Type*** section of the ***Query Area*** screen, selection can be made by Intersection, Section, or Spot. Any or all of these can be selected. This shall be changed to also allow selection of intersection by Signalized, Full Stop, or Other. Any combinations of these are to be selected with any combination of the other selections. This gives more flexibility in the analyses of data.

A.4. The Contractor shall provide both consulting and software development services in support of these re-engineering efforts to improve the Highway Safety Improvement Program (HSIP) software and adopt best practices. The Contractor may perform operational analyses of the State's current HSIP software, procedures, institutional and organizational issues, and document the potential use of the new system's enhanced capabilities.

A.5. Consulting and/or software development services will be performed based on written Task Orders issued by the State and accepted by the Contractor. Any software modifications required by a specific Task Order will be performed on the licensed, unaltered release of the software comprising the HSIP system. The State shall initiate a Task Order by issuing a written or electronic request from the HSIP Project Manager defining the services desired to the designated Contractor Project Manager. The Contractor will then submit a response to the request which includes a task list, deliverables, cost, and applicable assumptions. The Contractor shall respond to the request with a fixed price. Alternatively, the Contractor will notify the State of its desire to decline all or part of the Task Order. Upon the State's review and acceptance of the response, a Task Order will be issued in writing. This written Task Order will serve as a notice to proceed. Each properly executed Task Order shall be deemed to be incorporated into this agreement. An assessment of relevant HSIP software capabilities and proposed software development may be produced for each Task Order completed.

B. CONTRACT TERM:

This Contract shall be effective for the period commencing on April 1, 2009 and ending on June 30, 2010. The State shall have no obligation for services rendered by the Contractor which are not performed within the specified period.

C. PAYMENT TERMS AND CONDITIONS:

C.1. Maximum Liability. In no event shall the maximum liability of the State under this Contract exceed Three Hundred Sixty Thousand Dollars and no cents ($360,000.00). The payment rates in Section C.3 and the Travel Compensation provided in Section C.4. shall constitute the entire compensation due the Contractor for the Service and all of the Contractor's obligations hereunder regardless of the difficulty, materials or equipment required. The payment rates include, but are not limited to, all applicable taxes, fees, overheads, and all other direct and indirect costs incurred or to be incurred by the Contractor.

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

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

C.3. Payment Methodology. The Contractor shall be compensated based on the Standard Monthly Maintenance specified in (b) below and the milestone payment schedules specified in the Task Orders authorized by the State in a total amount not to exceed the Contract Maximum Liability established in Section C.1.

The calculation of the fixed price for each Task Order issued under this Agreement shall be based on the labor categories and rates specified in (b) below.

a. The Contractor's compensation shall be contingent upon the satisfactory completion of the milestones as described in the individual Task Order, as evidenced by the State's signature on an acceptance document for each payment milestone.

b. The Standard Monthly Maintenance described in Section A.3 and the fixed price of each Task Order shall be based upon the following payment rates:

Service Description	**Amount** (per compensable increment)
Standard Monthly Maintenance	$1,500 per month
Program Manager II – FS02	$180.00 per hour
Program Manager I – FS03	$157.50 per hour
Software Scientist – FS03	$157.50 per hour
Senior System Consultant – FS03	$157.50 per hour
Software Consultant – FS04	$135.00 per hour
Consultant – FS05	$111.71 per hour
Senior System Engineer – FS06	$105.73 per hour
Senior Software Analyst – FS06	$105.73 per hour
Senior System Specialist - FS07	$84.78 per hour
Software Analyst – FS08	$77.80 per hour

* Attachment One provides description of experience and education for each title.

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

C.4. Travel Compensation. Compensation to the Contractor for travel, meals, or lodging shall be subject to amounts and limitations specified in the "State Comprehensive Travel Regulations," as they are amended from time to time.

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

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

Suite 500, J.K. Polk Building
505 Deaderick Street
Nashville, TN 37243

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

(1) Invoice/Reference Number (assigned by the Contractor);
(2) Invoice Date;
(3) Invoice Period (period to which all invoiced charges are applicable);
(4) Contract Number (assigned by the State to this Contract);
(5) Account Name: Tennessee Department of Transportation, Project Planning Division;
(6) Account/Customer Number (uniquely assigned by the Contractor to the above-referenced Account Name);
(7) Contractor Name;

(8) Contractor Federal Employer Identification Number or Social Security Number (as referenced in this Contract);
(9) Contractor Contact (name, phone, and/or fax for the individual to contact with billing questions);
(10) Contractor Remittance Address;
(11) Complete Itemization of Charges, which shall detail the following:

i. Service Description for each service invoiced;
ii. Number of Units, Increments, or Milestones of each service invoiced;
iii. Applicable Payment Rate (as stipulated in Section C.3.) of each service invoiced;
iv. Amount Due by Service;
v. Travel Compensation requested in accordance with and attaching to the invoice appropriate documentation and receipts as required by the above-referenced "State Comprehensive Travel Regulations;" and
vi. Total Amount Due for the invoice period.

c. The Contractor understands and agrees that an invoice to the State under this Contract shall:

(1) include only charges for service described in Contract Section A and in accordance with payment terms and conditions set forth in Contract Section C;
(2) not include any future work but will only be submitted for completed service; and
(3) not include sales tax or shipping charges.

d. The Contractor agrees that timeframe for payment (and any discounts) begins when the State is in receipt of each invoice meeting the minimum requirements above.

e. The Contractor shall complete and sign a "Substitute W-9 Form" provided to the Contractor by the State. The taxpayer identification number contained in the Substitute W-9 submitted to the State shall agree to the Federal Employer Identification Number or Social Security Number referenced in this Contract for the Contractor. The Contractor shall not invoice the State for services until the State has received this completed form.

f. The Contractor shall provide invoice detail only at the level of the Payment Schedule for each Task Order.

g. Standard Monthly Maintenance shall be invoiced separately.

C.6. Payment of Invoice. The payment of the invoice by the State shall not prejudice the State's right to object to or question any invoice or matter in relation thereto. Such payment by the State shall neither be construed as acceptance of any part of the work or service provided nor as an approval of any of the amounts invoiced therein.

C.7. Invoice Reductions. The Contractor's invoice shall be subject to reduction for amounts included in any invoice or payment theretofore made which are determined by the State, on the basis of audits conducted in accordance with the terms of this Contract, not to constitute proper remuneration for compensable services.

C.8. Deductions. The State reserves the right to deduct from amounts which are or shall become due and payable to the Contractor under this or any Contract between the Contractor and the State of Tennessee any amounts which are or shall become due and payable to the State of Tennessee by the Contractor.

C.9. Automatic Deposits. The Contractor shall complete and sign an "Authorization Agreement for Automatic Deposit (ACH Credits) Form." This form shall be provided to the Contractor by the State. Once this form has been completed and submitted to the State by the Contractor all payments to the Contractor, under this or any other Contract the Contractor has with the State of

Tennessee shall be made by Automated Clearing House (ACH). The Contractor shall not invoice the State for services until the Contractor has completed this form and submitted it to the State.

D. STANDARD TERMS AND CONDITIONS:

D.1. Required Approvals. The State is not bound by this Contract until it is approved by the appropriate State officials in accordance with applicable Tennessee State laws and regulations.

D.2. Modification and Amendment. This Contract may be modified only by a written amendment executed by all parties hereto and approved by the appropriate Tennessee State officials in accordance with applicable Tennessee State laws and regulations.

D.3. Termination for Convenience. The State may terminate this Contract without cause for any reason. Said termination shall not be deemed a Breach of Contract by the State. The State shall give the Contractor at least thirty (30) days written notice before the effective termination date. The Contractor shall be entitled to receive compensation for satisfactory, authorized service completed as of the termination date, but in no event shall the State be liable to the Contractor for compensation for any service which has not been rendered. Upon such termination, the Contractor shall have no right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

D.4. Termination for Cause. If the Contractor fails to properly perform its obligations under this Contract in a timely or proper manner, or if the Contractor violates any terms of this Contract, the State shall have the right to immediately terminate the Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the above, the Contractor shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Contract by the Contractor.

D.5. Subcontracting. The Contractor shall not assign this Contract or enter into a subcontract for any of the services performed under this Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, they shall contain, at a minimum, sections of this Contract below pertaining to "Conflicts of Interest," "Nondiscrimination," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Contractor shall be the prime contractor and shall be responsible for all work performed.

D.6. Conflicts of Interest. The Contractor warrants that no part of the total Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Contractor in connection with any work contemplated or performed relative to this Contract.

D.7. Nondiscrimination. The Contractor hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the Contractor on the grounds of disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law. The Contractor shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

D.8. Prohibition of Illegal Immigrants. The requirements of Public Acts of 2006, Chapter Number 878, of the state of Tennessee, addressing the use of illegal immigrants in the performance of any Contract to supply goods or services to the state of Tennessee, shall be a material provision of this Contract, a breach of which shall be grounds for monetary and other penalties, up to and including termination of this Contract.

a. The Contractor hereby attests, certifies, warrants, and assures that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of this

Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this Contract. The Contractor shall reaffirm this attestation, in writing, by submitting to the State a completed and signed copy of the document at Attachment Two, hereto, semi-annually during the period of this Contract. Such attestations shall be maintained by the Contractor and made available to state officials upon request.

b. Prior to the use of any subcontractor in the performance of this Contract, and semi-annually thereafter, during the period of this Contract, the Contractor shall obtain and retain a current, written attestation that the subcontractor shall not knowingly utilize the services of an illegal immigrant to perform work relative to this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant to perform work relative to this Contract. Attestations obtained from such subcontractors shall be maintained by the Contractor and made available to state officials upon request.

c. The Contractor shall maintain records for all personnel used in the performance of this Contract. Said records shall be subject to review and random inspection at any reasonable time upon reasonable notice by the State.

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

e. For purposes of this Contract, "illegal immigrant" shall be defined as any person who is not either a United States citizen, a Lawful Permanent Resident, or a person whose physical presence in the United States is authorized or allowed by the federal Department of Homeland Security and who, under federal immigration laws and/or regulations, is authorized to be employed in the U.S. or is otherwise authorized to provide services under the Contract.

D.9. Records. The Contractor shall maintain documentation for all charges under this Contract. The books, records, and documents of the Contractor, insofar as they relate to work performed or money received under this Contract, shall be maintained for a period of three (3) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the State, the Comptroller of the Treasury, or their duly appointed representatives. The financial statements shall be prepared in accordance with generally accepted accounting principles.

D.10. Monitoring. The Contractor's activities conducted and records maintained pursuant to this Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.

D.11. Progress Reports. The Contractor shall submit brief, periodic, progress reports to the State as requested.

D.12. Strict Performance. Failure by any party to this Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Contract shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties hereto.

D.13. Independent Contractor. The parties hereto, in the performance of this Contract, shall not act as employees, partners, joint venturers, or associates of one another. It is expressly acknowledged

by the parties hereto that such parties are independent contracting entities and that nothing in this Contract shall be construed to create an employer/employee relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.

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

D.14. State Liability. The State shall have no liability except as specifically provided in this Contract.

D.15. Force Majeure. The obligations of the parties to this Contract are subject to prevention by causes beyond the parties' control that could not be avoided by the exercise of due care including, but not limited to, acts of God, natural disasters, riots, wars, epidemics or any other similar cause.

D.16. State and Federal Compliance. The Contractor shall comply with all applicable State and Federal laws and regulations in the performance of this Contract.

D.17. Governing Law. This Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The Contractor agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Contract. The Contractor acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising therefrom, shall be subject to and limited to those rights and remedies, if any, available under *Tennessee Code Annotated*, Sections 9-8-101 through 9-8-407.

D.18. Completeness. This Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions of the parties' agreement. This Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.

D.19. Severability. If any terms and conditions of this Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions hereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this Contract are declared severable.

D.20. Headings. Section headings of this Contract are for reference purposes only and shall not be construed as part of this Contract.

E. SPECIAL TERMS AND CONDITIONS:

E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Contract, these special terms and conditions shall control.

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

The State:

Harold Dilmore
Tennessee Department of Transportation
Suite 1000, James K. Polk Building
505 Deaderick Street
Nashville, TN 37243
Harold.Dilmore@state.tn.us
Telephone # (615) 741-2151
FAX # (615) 532-0353

Vic Mangrum, IT Director
Tennessee Department of Transportation
Suite 500 James K. Polk Building
505 Deaderick Street
Nashville, TN 37243
Vic.Mangrum@state.tn.us
Telephone # (615) 741-3576
FAX # (615) 532-3213

The Contractor:

Kenneth J. Kavanaugh
Intergraph Corporation
7976 Lawrence
West Bloomfield, MI 48322
Kenneth.Kavanaugh@intergraph.com
Telephone # (248) 592-1201
FAX # (248) 592-1714

Karin Goodwin
Intergraph Corporation
P.O. Box 6695
Huntsville, AL 35824
Karin.Goodwin@intergraph.com
Telephone # (256) 730-1503
Fax # (256) 730-8109

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

E.3. Subject to Funds Availability. The Contract is subject to the appropriation and availability of State and/or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate the Contract upon written notice to the Contractor. Said termination shall not be deemed a breach of Contract by the State. Upon receipt of the written notice, the Contractor shall cease all work associated with the Contract. Should such an event occur, the Contractor shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Contractor shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

E.4. Tennessee Consolidated Retirement System. The Contractor acknowledges and understands that, subject to statutory exceptions contained in *Tennessee Code Annotated*, Section 8-36-801, *et. seq.*, the law governing the Tennessee Consolidated Retirement System (TCRS), provides that if a retired member of TCRS, or of any superseded system administered by TCRS, or of any local retirement fund established pursuant to *Tennessee Code Annotated*, Title 8, Chapter 35, Part 3 accepts state employment, the member's retirement allowance is suspended during the period of the employment. Accordingly and notwithstanding any provision of this Contract to the contrary, the Contractor agrees that if it is later determined that the true nature of the working relationship between the Contractor and the State under this Contract is that of "employee/employer" and not that of an independent contractor, the Contractor may be required to repay to TCRS the amount of retirement benefits the Contractor received from TCRS during the period of this Contract.

E.5. Voluntary Buyout Program. The Contractor acknowledges and understands that, for a period of two years beginning August 16, 2008, restrictions are imposed on former state employees who received a State of Tennessee Voluntary Buyout Program (VBP) severance payment with regard to contracts with state agencies that participated in the VBP.

a. The State will not contract with either a former state employee who received a VBP severance payment or an entity in which a former state employee who received a VBP severance payment or the spouse of such an individual holds a controlling financial interest.

b. The State may contract with an entity with which a former state employee who received a VBP severance payment is an employee or an independent contractor. Notwithstanding the foregoing, the Contractor understands and agrees that there may be unique business circumstances under which a return to work by a former state employee who received a

VBP severance payment as an employee or an independent contractor of a State contractor would not be appropriate, and in such cases the State may refuse Contractor personnel. Inasmuch, it shall be the responsibility of the State to review Contractor personnel to identify any such issues.

c. With reference to either subsection a. or b. above, a contractor may submit a written request for a waiver of the VBP restrictions regarding a former state employee and a contract with a state agency that participated in the VBP. Any such request must be submitted to the State in the form of the *VBP Contracting Restriction Waiver Request* format available from the State and the Internet at: www.state.tn.us/finance/rds/ocr/waiver.html. The determination on such a request shall be at the sole discretion of the head of the state agency that is a Party to this Contract, the Commissioner of Finance and Administration, and the Commissioner of Human Resources.

E.6. Ownership of Software and Work Products.

The Contractor shall provide the source code for the software generally referred to as HSIP that was specifically delivered under the following contracts:

- State Contract FA-07-16880-00 (The software was called HESP for Hazard Elimination Safety Program - HESP)
- State Contract FA-06-0016388-00 thru 01

Only the source code for the HSIP software is being delivered. No source code for any commercial software that is utilized by the HSIP application is included within the scope of this Contract. Commercial software is other software that may be required in order for the HSIP software to operate or to provide all of its intended functionality.

Access to the source code shall be restricted to the authorized State employees and subcontractors. In accordance with ownership of the source code, the State shall be free, in any form whatsoever, to maintain, copy, modify, enhance, adapt, translate or use for any purpose for which the State sees fit for its needs in accordance with this Section.

The Contractor shall deliver to the State with the HSIP source code the ownership thereof and all copyrights thereto. The Contractor shall retain ownership of all copyrights in and all rights and title to intellectual concepts, procedures, methods, techniques and algorithms used in developing the HSIP software, with the understanding that the State may utilize all of the above which are delivered as part of the source code for the State's specific benefit.

The State hereby grants to the Contractor, a perpetual, exclusive, irrevocable, unrestricted and royalty free license to continue to use the delivered software for all other applications. Through use of this license the Contractor shall be free to maintain, make copies, modify, enhance, adapt or translate in any form whatsoever, including the preparation of derivative works, without obtaining the permission of the State. Said copies, modifications, enhancements, adaptations or translations in any form whatsoever, including derivative works, may be sold by the Contractor without obtaining the permission of the State.

In accepting the HSIP source code, the State unconditionally commits not to sell, deliver, loan or provide access to the HSIP source code to any other party other than the State's authorized employees or subcontractors unless such disclosure is required by applicable law. In that event, Contractor shall be notified of such disclosure. The HSIP source code may be used by the authorized State subcontractors for the purpose of maintaining or enhancing the code for the State only. If a subcontractor is given the HSIP source code by the state, the Contractor must be notified within thirty (30) days from the day the subcontractor received the source code. Subcontractors will be provided written notification that they are not allowed to sell, deliver, loan or provide access to the HSIP source code for any reason other than in providing services for the State. The State does retain the right to distribute the compiled, run-time version of the HSIP

application to any entity the State deems necessary as needing access to the HSIP application or data and the State shall ensure that such entity receiving the software shall subsequently restrict access to the software to authorized individuals.

During the course of the HSIP Maintenance Contract, the Contractor shall deliver to the State the source code for any enhancements which it implements for the State free of charge.

The Contractor's liability to the State, and its indemnification of the State for any acts or omissions attributable to the Contractor under the Contract shall be limited to two (2) times the value of the Contract. The value of the Contract shall be determined by the State's Maximum Liability provisions of this contract, or as such maximum liability may be amended.

This limitation applies to all causes of action, including without limitation, breach of contract and negligent acts, but specifically shall not apply to criminal acts, intentional torts, or fraudulent conduct of the Contractor.

This limitation further includes the source code being furnished.

Should the State fail to abide by these terms and conditions, the Contractor shall have the right to immediately terminate the Contract and the Contractor shall thereupon be free to seek whatever remedy is available in law or equity. In addition, the State agrees to notify Contractor of the breach, in writing, and further agrees to exert all reasonable efforts to remedy the breach.

E.7. Limitation of Liability. The parties agree that the total liability of the Contractor for breach of this Contract shall not exceed two (2) times the value of this Contract. The value shall be established by the Contract Maximum Liability in Section C.1 and increased by subsequent amendments if any. The foregoing provision shall not limit the Contractor's liability for intentional torts, criminal acts or fraudulent conduct.

IN WITNESS WHEREOF:

INTERGRAPH CORPORATION:

CONTRACTOR SIGNATURE **DATE**

PRINTED NAME AND TITLE OF CONTRACTOR SIGNATORY (above)

TENNESSEE DEPARTMENT OF TRANSPORTATION:

GERALD F. NICELY, COMMISSIONER **DATE**

JOHN REINBOLD
APPROVED AS TO FORM AND LEGALITY

DATE

APPROVED:

M. D. GOETZ, JR., COMMISSIONER
DEPARTMENT OF FINANCE AND ADMINISTRATION

DATE

JOHN G. MORGAN, COMPTROLLER OF THE TREASURY

DATE

ATTACHMENT ONE

DEFINITION OF PERSONNEL

Pay Class: FS02
Job Title: Program Manager II

Responsible for customer-contract development projects or customer-contract systems/services implementation projects. Oversees financial operations, scheduling requirements, resource and staffing requirements, and integration efforts for one or more project plan(s). Will act as the primary project interface to the customer to ensure the overall project plan and contractual commitments are met. Receives assignments in the form of project objectives and will be responsible for meeting pre-defined costs and target dates. Provides progress report updates to upper management. May coordinate or manage multiple projects, multiple project managers, or one or more group(s) of employees that support project needs. If the employee is performing in a direct people-management role, responsibilities will include the review and evaluation of work performance of subordinates, and making recommendations for salary changes, promotions, terminations, and leaves of absence, and implementing and administering Company policies and procedures. If the employee is acting as a technical or team leader with no authority of the project team, then the mentioned management responsibilities will not apply.

Training and Experience: Bachelors Degree in a related field with 12 or more years of applicable experience. Masters Degree or other advanced certification is preferred.

Pay Class: FS03
Job Title: Program Manager I

Summary: Responsible for customer-contract development projects or customer-contract systems/services implementation projects. Oversees financial operations, scheduling requirements, resource and staffing requirements, and integration efforts for one or more project plan(s). Will act as the primary project interface to the customer to ensure the overall project plan and contractual commitments are met. Receives assignments in the form of project objectives and will be responsible for meeting pre-defined costs and target dates. Provides progress report updates to upper management. May coordinate or manage multiple projects, multiple project managers, or one or more group(s) of employees that support project needs. If the employee is performing in a direct people-management role, responsibilities will include the review and evaluation of work performance of subordinates, and making recommendations for salary changes, promotions, terminations, and leaves of absence, and implementing and administering Company policies and procedures. If the employee is acting as a technical or team leader with no authority of the project team, then the mentioned management responsibilities will not apply.

Training and Experience: Bachelors Degree in a related field with 10 or more years of applicable experience. Masters Degree or other advanced certification is preferred.

Pay Class: FS03
Job Title: Software Scientist

Summary: Independently, applies extensive expertise as a generalist or specialist plus the working knowledge of other related technical disciplines to develop solutions to problems that require extensive originality, ingenuity and independent judgment. Duties will include, but are not limited to: writing test plans for software; programming; and designing compilers, assemblers, user interfaces, databases, network communications and application software for related markets. Functions as a key contributor to the technical design of Company products. Applies comprehensive knowledge of principles, theories, and concepts of a particular field of software specialization to the solution of difficult assignments. May function as a team leader for a group of software development professionals.

Training and Experience: Bachelor's degree in computer science or related technical discipline with a

minimum of 10 or more years of applicable experience. Masters Degree preferred.

Pay Class: FS03
Job Title: Senior System Consultant

Summary: Independently, performs as a recognized technical expert in the area of system integration or project management. Applies intensive knowledge of hardware and/or software engineering principles. Assignments will result in studies, evaluations, and recommendations and solutions to highly complex and important engineering or technical problems. May provide technical guidance to lower level engineers or software professionals. Extensive originality, ingenuity and independent judgment and a sizable degree of self-direction and decision making are expected.

Training and Experience: Bachelor's degree in an engineering or technical discipline with a minimum of 10 years related experience.

Pay Class: FS04
Job Title: Software Consultant

Summary: Under minimum supervision, plans, conducts, and provides leadership for a variety of programming/software assignments in the development of Company software products. Applies a comprehensive knowledge of principles, theories and concepts of a particular field of programming/software specialization to the solution of difficult assignments. Assignment will be in one or more of the following areas, such as, designing and writing compilers, assemblers, user interfaces, databases, graphic tools, network communications and/or application software. May write test plans for certifying new software and may conduct tests on new software. Assignments require originality, ingenuity and the use of independent judgment. May be a team leader and/or provide technical guidance to support programming/software personnel at lower levels.

Training and Experience: Bachelors Degree in computer science or a related technical discipline with a minimum of 8 or more years of relative experience. Masters Degree or an advanced certification is preferred.

Pay Class: FS05
Job Title: Consultant

Summary: Responsibilities include pre-sales and/or post-sales support of Company products or services and providing consulting services in one of the following areas: application software, technical information management, or systems integration. Incumbent has the ability to develop solutions to problems that require extensive originality, ingenuity and independent judgment. Incumbent is expected to apply extensive expertise as an applications or information management technical specialist, or as a system integration generalist, plus the working knowledge of other related disciplines, to meet the expectations of the customer. May act in a liaison capacity with other divisions and companies.

Training and Experience: Bachelors Degree in a related discipline with 7 years of relative experience.

Pay Class: FS06
Job Title: Senior System Engineer

Summary: Under limited supervision, plans and conducts assignments providing solutions to a variety of complex customer problems. Assignments may include determining and/or developing system specifications, input/output processes, and working parameters for hardware/software compatibility. May coordinate design of subsystems and integration of total systems. As a project manager, will be responsible for managing scheduling and processes to meet internal or contractual commitments. Applies standard principles, theories and concepts to the solutions of problems of moderate or diverse scope. Incumbent is expected to have or rapidly obtain, in depth knowledge of Company products and/or

procedures.

Training and Experience: Bachelors Degree in a related technical discipline with 5 or more years of applicable experience.

Pay Class: FS06
Job Title: Senior Software Analyst

Summary: Under limited supervision, plans and conducts complex programming/software assignments in the development of Company software products. Assignments will be in one or more of the following areas, such as, designing and writing compilers, assemblers, user interfaces, databases, graphic tools, network communications and/or application software for related markets. May write test plans for certifying new software. May conduct tests on new software. Assignments require the use of independent judgment and the full use and application of programming software principles, theories and concepts. Regularly interacts with technical and software personnel in other areas of the Company. On occasion, interacts with personnel outside of the company.

Training and Experience: Bachelors Degree in Computer Science or a related technical discipline with 3 or more years of applicable experience. Advanced degree is preferred.

Pay Class: FS07
Job Title: Senior System Specialist

Summary: Under limited supervision, plans and conducts assignments providing solutions to a variety of complex customer problems. Assignments may include determining and/or developing system specifications, input/output processes, and working parameters for hardware/software compatibility. May coordinate design of subsystems and integration of total systems. As a project manager, may be responsible for managing scheduling and processes to meet internal or contractual commitments. Applies standard principles, theories and concepts to the solutions of problems of moderate or diverse scope. Incumbent is expected to have an in-depth knowledge of Company products and procedures.

Training and Experience: Bachelors Degree in a related technical discipline with 4 years of relative experience.

Pay Class: FS08
Job Title: Software Analyst

Summary: Under general supervision, performs assignments of moderate complexity in the development of Company software products. Assignments will be in one or more of the following areas: designing and writing compilers, assemblers, user interfaces, databases, graphic tools, network communications and/or application software for related markets. May write test plans for certifying new software. May conduct tests on new software. Assignments require the use of independent judgment and the application of programming/software principles, theories and concepts. Contacts are primarily with immediate supervisor and other professionals in the group. May have interaction with personnel outside of the Company.

Training and Experience: Bachelors Degree in Computer Science or a related technical discipline with 2 years of relative experience.

ATTACHMENT TWO

ATTESTATION RE PERSONNEL USED IN CONTRACT PERFORMANCE

SUBJECT CONTRACT NUMBER:	
CONTRACTOR LEGAL ENTITY NAME:	Intergraph Corporation
FEDERAL EMPLOYER IDENTIFICATION NUMBER: (or Social Security Number)	63-0573222

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

CONTRACTOR SIGNATURE

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

PRINTED NAME AND TITLE OF SIGNATORY

DATE OF ATTESTATION

FA CONTRACT INFORMATION SUPPLEMENT

FOR ALL FA-TYPE CONTRACTS — COMPLETE EITHER SECTION A OR SECTION B

Contract RFS #	
Contractor:	Intergraph Corporation

SECTION A— CONTRACTOR IS AN INDIVIDUAL	**SECTION B— CONTRACTOR IS A COMPANY** (*e.g.*, sole proprietorship, partnership, or corporation)
Is or has the contractor been a state employee? ☐ **NO** *(no additional information required)* ☐ **YES**	**Does an individual, who is or has been a state employee, own controlling interest in (or own) the contractor company?** ☐ **NO** *(no additional information required)* ☐ **YES**
Was such employment within the past six months? ☐ **NO** ☐ **YES** *(an approved rule exception permitting a contract within six months of employment is also required)*	**Was such employment within the past six months?** ☐ **NO** ☐ **YES** *(an approved rule exception permitting a contract within six months of employment is also required)*
Does the contractor receive Tennessee Consolidated Retirement System (TCRS) retirement benefits? ☐ **NO** ☐ **YES** *(the procuring agency general counsel MUST sign an analysis of this procurement using the TCRS analysis guidelines)*	**Does the individual who owns controlling interest in the contractor company receive Tennessee Consolidated Retirement System (TCRS) retirement benefits?** ☐ **NO** ☐ **YES** *(the procuring agency general counsel MUST sign an analysis of this procurement using the TCRS analysis guidelines)*

CONTRACTOR SIGNATURE	
CONTRACTOR	**DATE**