

**CONTRACT #5**  
**RFS # 401.00-41314**  
**FA # NA**  
**Edison # 39923**

**Department of Transportation**

**VENDOR:**  
**American Association of State**  
**Highway and Transportation**  
**Officials (AASHTO)**



**STATE OF TENNESSEE  
DEPARTMENT OF TRANSPORTATION**

**COMMISSIONER'S OFFICE**  
SUITE 700, JAMES K. POLK BUILDING  
505 DEADERICK STREET  
NASHVILLE, TENNESSEE 37243-1402  
(615) 741-2848

**JOHN C. SCHROER**  
COMMISSIONER

**BILL HASLAM**  
GOVERNOR

January 14, 2014

RECEIVED

FEB 03 2014

FISCAL REVIEW

Leni Chick, Contract and Audit Coordinator,  
Fiscal Review Committee  
8th Floor, Rachel Jackson Bldg.  
320 Sixth Avenue North  
Nashville, TN 37243

RE: New Contract  
American Association of State Highway and Transportation Offices (AASHTO)  
Edison #39923

Ms. Chick,

The referenced contract provides for the catalog products, support and services collectively known as AASHTOWARE Project on an as-needed base for the Tennessee Department of Transportation. The Contractor was non-competitively selected as they are the sole provider of these services

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

1. The Fiscal Review checklist.
2. The Supplemental Documentation Required for Fiscal Review Committee.
3. A copy of our Rule Exception Request.
4. A copy of the original Contract Summary Sheet and Contract.
5. A copy of the request for a Non-Competitive which is known as the Special Contract Request.
6. A copy of OIR's approval.

I will send you signed copies of the Rule Exception and Special Contract Request when approved by the Central Procurement Office and the Comptroller's office when received.

If our request is approved, I will then send you a copy of the fully executed and approved contract with AASHTO.

Please advise if you have any questions or comments.

Sincerely,

A handwritten signature in black ink, appearing to read "John C. Schroer".

John C. Schroer  
Commissioner

**Supplemental Documentation Required for  
Fiscal Review Committee  
AMENDED FROM ORIGINAL SUBMISSION**

*Contact Name:	Mark D. Patterson	*Contact Phone:	615-532-3010		
*Original Contract Number:	40100-41314	*Original RFS Number:			
Edison Contract Number: <i>(if applicable)</i>	39923	Edison RFS Number: <i>(if applicable)</i>			
*Original Contract Begin Date:	June 1, 2014	*Current End Date:	May 31, 2019		
Current Request Amendment Number: <i>(if applicable)</i>					
Proposed Amendment Effective Date: <i>(if applicable)</i>					
*Department Submitting:	Department of Transportation				
*Division:	Information Technology (IT)				
*Date Submitted:	February 20, 2014				
*Submitted Within Sixty (60) days:	Yes				
<i>If not, explain:</i>					
*Contract Vendor Name:	American Association of State Highway and Transportation Official (AASHTO)				
*Current Maximum Liability:	8,659,191.00				
<b>*Current Contract Allocation by Fiscal Year:</b> <i>(as Shown on Most Current Fully Executed Contract Summary Sheet)</i>					
FY: 2014	FY: 2015	FY: 2016	FY: 2017	FY: 2018	FY: 2019
\$337,500.00	\$3,934,000.00	\$1,982,360.00	\$975,779.00	\$738,757.00	\$690,795.00
<b>*Current Total Expenditures by Fiscal Year of Contract:</b> <i>(attach backup documentation from STARS or FDAS report)</i>					
FY:	FY:	FY:	FY:	FY	FY
\$	\$	\$	\$	\$	\$
IF Contract Allocation has been greater than Contract Expenditures, please give the reasons and explain where surplus funds were spent:					
IF surplus funds have been carried forward, please give the reasons and provide the authority for the carry forward provision:					
IF Contract Expenditures exceeded Contract Allocation, please give the reasons and explain how funding was acquired to pay the overage:					
*Contract	State:	8,659,191.00	Federal:	0.00	

Supplemental Documentation Required for  
Fiscal Review Committee

Funding Source/Amount:				
Interdepartmental:			Other:	
If "other" please define:				
Dates of All Previous Amendments or Revisions: <i>(if applicable)</i>		Brief Description of Actions in Previous Amendments or Revisions: <i>(if applicable)</i>		
Method of Original Award: <i>(if applicable)</i>				
*What were the projected costs of the service for the entire term of the contract prior to contract award?				

Supplemental Documentation Required for  
Fiscal Review Committee

For all new non-competitive contracts and any contract amendment that changes Sections A or C.3. of the original or previously amended contract document, provide estimates based on information provided the Department by the vendor for determination of contract maximum liability. Add rows as necessary to provide all information requested.

If it is determined that the question is not applicable to your contract document attach detailed explanation as to why that determination was made.

**Planned expenditures by fiscal year by deliverable. Add rows as necessary to indicate all estimated contract expenditures.**

Deliverable description:	FY:	FY:	FY:	FY:	FY:

**Proposed savings to be realized per fiscal year by entering into this contract. If amendment to an existing contract, please indicate the proposed savings to be realized by the amendment. Add rows as necessary to define all potential savings per deliverable.**

Deliverable description:	FY:	FY:	FY:	FY:	FY:

**Comparison of cost per fiscal year of obtaining this service through the proposed contract or amendment vs. other options. List other options available (including other vendors), cost of other options, and source of information for comparison of other options (e.g. catalog, Web site). Add rows as necessary to indicate price differentials between contract deliverables.**

Proposed Vendor Cost: (name of vendor)	FY:	FY:	FY:	FY:	FY:
Other Vendor Cost: (name of vendor)	FY:	FY:	FY:	FY:	FY:
Other Vendor Cost: (name of vendor)	FY:	FY:	FY:	FY:	FY:



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

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

**FROM :** Mark D. Patterson  
E-mail : [Mark.D.Patterson@tn.gov](mailto:Mark.D.Patterson@tn.gov)

**DATE :** December 16, 2013

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

<b>Applicable RFS #</b> <b>Agency Tracking # 40100-41314, Edison Contract ID 39923</b>
<b>OIR Endorsement Signature &amp; Date:</b>
 <b>Chief Information Officer</b>
12/19/13
<i>NOTE: Proposed contract/grant support is applicable to the subject IT service technical merit.</i>

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

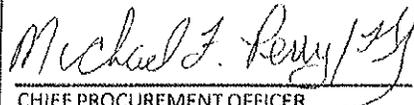
Please document OIR endorsement of the described procurement (with the appropriate signature above), and return this document via e-mail at your earliest convenience.

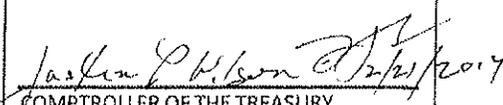
<b>Contracting Agency</b>	<b>Department of Transportation</b>
<b>Agency Contact</b> (name, phone, e-mail)	<b>Mark D. Patterson</b>
<b>Subject Procurement Document</b> (mark one)	
<input type="checkbox"/> RFP	<input type="checkbox"/> Contract
<input type="checkbox"/> Competitive Negotiation Request	<input type="checkbox"/> Contract Amendment
<input type="checkbox"/> Alternative Procurement Method Request	<input type="checkbox"/> Grant
<input checked="" type="checkbox"/> Non-Competitive Contract Request	<input type="checkbox"/> Grant Amendment
<input type="checkbox"/> Non-Competitive Amendment Request	
<b>Information Systems Plan (ISP) Project Applicability</b>	
<input checked="" type="checkbox"/> Not Applicable to this Request	
<input type="checkbox"/> Applicable-- ISP Project#	
<b>Response Confirmed by IT Director/Staff</b> (name):	

<b>Applicable RFS #</b> <b>Agency Tracking # 40100-41314, Edison Contract ID 39923</b>
<b>Required Attachments</b> (as applicable – copies without signatures acceptable) <input type="checkbox"/> RFP, Competitive Negotiation Request, Alternative Procurement Method Request, Non-Competitive Contract Request, Non-Competitive Amendment Request <input checked="" type="checkbox"/> Original Contract/Grant or Amendment <input type="checkbox"/> Proposed Contract/Grant or Amendment
<b>Subject Information Technology Service Description</b> (Brief summary of information technology services involved. Clearly identify included technologies such as system development/maintenance, security, networking, etc. As applicable, identify the contract & solicitation sections related to the IT services.)  AASHTO contract 39923 is for the continued use of AASHTO catalog licenses and service units in support of the service.

# Rule Exception Request

Route completed request, as one file in PDF format, via e-mail attachment sent to: [AGSRS.ABSDRS@TN.GOV](mailto:AGSRS.ABSDRS@TN.GOV)

**APPROVED**  
  
 CHIEF PROCUREMENT OFFICER  
 (Required for all Rule Exception Requests)

**APPROVED**  
  
 COMPTROLLER OF THE TREASURY  
 (ONLY for applicable statutorily required approvals e.g., records, annual report and audit, or monitoring provisions)

<b>Request Tracking #</b>	40100-41314
<b>1. Contract #</b>	39923
<b>2. Goods or Services Caption</b>	AASHTO Licenses & Services
<b>3. Contractor</b>	American Association of State Highway and Transportation Officials (AASHTO)
<b>4. Contract Period (with ALL options to extend exercised)</b>	60 months
<b>5. Contract Maximum Liability (with ALL options to extend exercised)</b>	\$ 13,617,500.00
<b>6. Rule(s) (for which the exception is requested)</b>  Please include citation and written explanation of Rule(s) to be excepted.	0620-3-3-.03(2)(a) and 0620- 3-3.05
<b>7. Explanation of Rule Exception Requested</b>	<p>The above rule states that the terms shall be written in form and content, in accordance with F&amp;A OCR Policy Guidelines, Policy .05a states that the content must conform to applicable model policy language and associated instructions. It further states that a revision not specifically permitted by model language or associated instructions requires a rule exception. Therefore, we are requesting a language change in the payment methodology, travel, and subcontracting paragraphs as the model language does not specifically permit language changes.</p> <p>We request changes in model language paragraphs C.3 Payment Methodology, C.4. Travel Compensation and D.5 Subcontracting.</p> <p>C.3. Payment Methodology – AASHTO cannot bill upon completion of increments of the service. AASHTO serves as an escrow agent on behalf of the State and pays the subcontractor for the completed work. The intent of Service Units is to offer the opportunity for TDOT to acquire special fixed-fee increments or units of contractor-provided service for consultation and support. AASHTO shall serve as facilitator only by accepting the commitment for such contractor-provided services, invoice and received payment on behalf of the State and forward the order and payment to the subcontractor for the appropriate number of services ordered. AASHTO has stated that it is an undue administrative burden upon AASHTO and they cannot and will not do this for every state.</p> <p>C.4. Travel Compensation – The proposed text accurately reflects that the compensation for travel is included in the Service Units Rate.</p>

D.5 Subcontracting -- The State has utilized similar subcontracting language a number of years. AASHTO is unable to incorporate our language into their contracts exactly as written, but their contracts do contain language addressing all three paragraphs. Their current subcontractor for technical support services has already signed ASHTO's contract.

AASHTO's conflict of interest language: The Contractor shall not engage, on a full time, part time, or other basis during the period of this Agreement, any professional or technical personnel who are in the employ of the Association or its member departments, except regularly retired employees, without the knowledge and consent of the employer of such person. (Comment: TDOT is an AASHTO member department.)

AASHTO's nondiscrimination language: In connection with the performance of the services under this Agreement, the Contractor covenants that it will comply with all applicable federal and state laws prohibiting discrimination on the basis of race, color, religion, age, sex, marital status, national origin, ancestry, disability, sexual preference, personal appearance, family responsibilities, genetic information, gender identity or expression, matriculation, or political affiliation and will require a similar covenant on the part of any contractor or subcontractor employed in the performance of this agreement. (Comment: This AASHTO non-discrimination language and the protections of federal laws prohibiting discrimination should provide ample prohibitions on discrimination.

AASHTO's records language: If requested, the Contractor will permit the Association to perform or have performed an audit of records and other evidence of the Contractor and any or all subcontractors to support the costs incurred and compensation received, directly or indirectly, by the Contractor. The Association or a designated representative shall have the right to audit, copy, and inspect said record and accounts at all reasonable times during the course of such work and for a retention period of three years after the final payment, termination settlement, or until the conclusion of any claim, litigation or appeal, whichever is longer, or for such longer period, if any, required by applicable law or regulation. (Comment: The intent of this paragraph is met.)

**EXACT TEXT OF PROPOSED LANGUAGE:**

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 shall submit invoices for Technical Service Units ordered by the State and payment shall be made by the State after the receipt of the invoice. The Contractor shall serve as escrow agent on behalf of the State and pay the subcontractor for completed work.
- b) The Contractor shall be compensated based on the current AASHTO Software Catalog prices.

Service Description	Amount (per compensable increment)
BAMS/DSS	\$67,000.00 or Current AASHTO Software Catalog Price
SiteManager	\$200,500.00 or Current AASHTO Software Catalog Price
Expedite	\$ 17,000.00 or Current

		AASHTO Software Catalog Price
	Civil Rights and Labor Management System	\$ 41,260.00 or Current AASHTO Software Catalog Price
	Bridge Rating	\$ 37,500.00 or Current AASHTO Software Catalog Price
	Bridge Design	\$ 37,000.00 or Current AASHTO Software Catalog Price
	Bridge Management Super Site	\$ 30,000.00 or Current AASHTO Software Catalog Price
	SiteXchange	\$ 170,000.00 or Current AASHTO Software Catalog Price
	Pavement ME Design	\$ 40,000.00 or Current AASHTO Software Catalog Price
	ROW Relocation	\$ 37,500.00 or Current AASHTO Software Catalog Price
	Project Preconstruction	\$ 41,250.00 or Current AASHTO Software Catalog Price
	Supplemental AASHTO Catalog License	\$ 20,000.00 or Current AASHTO Software Catalog Price
	<p>Service Unit</p> <p>One Service Unit provides approximately 66 total hours of labor by two Contractor employees preparing for and spending up to three days at a licensee's site, including some follow-up support and all direct and travel expenses. A Service Unit may provide a higher number of Contractor labor hours if the Contractor's employees work at their home office and no travel expenses need to be covered. The actual number of hours the Contractor will expend for one Service Unit may also vary depending on the billing level of the employees involved.</p> <p>For this fiscal year, we have estimated support needs for the production Construction Management System; the production Project Preconstruction System, the production Decision Support System and the implementation of the Materials &amp; Tests Management System. Some customization may occur on future Contractor catalog items. With these multiple efforts, more than two consultants can be utilized in a given week for support.</p>	\$13,500 each or Current AASHTO Software Catalog Price
	C.4. <u>Travel Compensation</u> . Compensation for travel, meals or lodging is included in the Service Unit Rate and shall not be invoiced or compensated	

	<p>separately.</p> <p>D.5 Subcontracting. The State authorizes the Contractor to Enter into a subcontract for the technical support services performed under this Contract. Notwithstanding any use of approved subcontractors, the Contractor shall be the prime contractor and shall be responsible for all work performed.</p>
<p>1. Justification</p>	<p>AASHTO is a membership of State Highway and Transportation Officials of with Tennessee DOT is a member. The State has utilized similar subcontracting language a number of years. AASHTO is unable to incorporate our language into their contracts exactly as written, but their contracts do contain language addressing all three paragraphs.</p>
<p>Agency Head Signature and Date (contracting agency head or authorized signatory)</p> <div style="display: flex; justify-content: space-between; align-items: center;"> <div data-bbox="293 678 630 709"> <p>John C. Schroer, Commissioner</p> </div> <div data-bbox="613 625 1084 688">  </div> <div data-bbox="1149 625 1312 657"> <p>JAN 21 2014</p> </div> </div>	

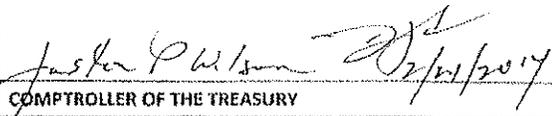
cy14-3106

## Special Contract Request

This form should be utilized to facilitate contract and procurement requests that require the Chief Procurement Officer's prior approval and that of the Comptroller of the Treasury, as applicable.

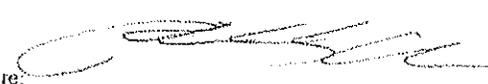
NOT required for a contract with a federal, Tennessee, or Tennessee local government entity or a grant.

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

<b>APPROVED</b>	<b>APPROVED</b>
 CHIEF PROCUREMENT OFFICER	 COMPTROLLER OF THE TREASURY
DATE 02/02/17	DATE 02/01/2017

Request Tracking #	40100-41314
1. Contracting Agency	Transportation
2. Type of Contract or Procurement Method	<input type="checkbox"/> No Cost <input type="checkbox"/> Revenue <input checked="" type="checkbox"/> Sole Source <input type="checkbox"/> Proprietary <input type="checkbox"/> Competitive Negotiation <input type="checkbox"/> Other _____
3. Requestor Contact Information	Mark.D.Patterson@tn.gov tel 615-532-3010
4. Brief Goods or Services Caption	AASHTO Licenses & Services
5. Description of the Goods or Services to be Acquired	AASHTO is an organization consisting of members from State and International Departments of Transportation that functions as a standards setting body that publish specifications/guidelines used in construction throughout the US. TDOT utilizes the software suites to facilitate electronic billing, bridge management/safety, design software, Civil Rights/Labor Management, and other functions.
6. Proposed Contractor	American Association of State Highway & Transportation Officials
7. Name & Address of the Contractor's principal owner(s) - NOT required for a TN state education institution	444 N Capital Street NW Suite 249, Washington, DC 20001

Request Tracking #	40100-41314
8. Proposed Contract Period – with ALL options to extend exercised The proposed contract start date shall follow the approval date of this request.	60 months
9. Office for Information Resources Pre-Approval Endorsement Request – Information technology (N/A to THDA)	<input type="checkbox"/> Not Applicable <input checked="" type="checkbox"/> Attached
10. eHealth Pre-Approval Endorsement Request – health-related professional, pharmaceutical, laboratory, or imaging	<input checked="" type="checkbox"/> Not Applicable <input type="checkbox"/> Attached
11. Human Resources Pre-Approval Endorsement Request – state employee training	<input checked="" type="checkbox"/> Not Applicable <input type="checkbox"/> Attached
12. Are these goods or services currently available on a statewide contract? If YES, please explain why the current statewide contract is not being used for this procurement.	<input checked="" type="checkbox"/> NO <input type="checkbox"/> YES,
13. Maximum Contract Cost – with ALL options to extend exercised	\$ 13,617,500.00
14. Was there an initial government estimate? If so, what amount?	<input checked="" type="checkbox"/> NO <input type="checkbox"/> YES, \$
15. Cost Determination Used- How did agency arrive at the estimate of expected costs?	Based on AASHTO Catalog Licenses in use and historical record of service units utilized.
16. Explanation of Fair and Reasonable Price- Explain how agency determined that price is fair and reasonable	AASHTO provides standard catalog pricing, used nationwide by DOTs.
17. Documentation of Discussions with Contractor- How did agency document discussions with Contractor? Attach documentation to this request as applicable.	Previous contracts 10787, 25850, 31247, 36456
18. Explanation of Need for or requirement placed on the State to acquire the goods or services	TDOT utilizes the software suites to facilitate electronic billing, bridge management/safety, design software, Civil Rights/Labor Management, and other functions.
19. Proposed contract impact on current State operations	TDOT utilizes the software suites to facilitate electronic billing, bridge management/safety, design software, Civil Rights/Labor Management, and other functions. Design and construction of the State's infrastructure is the backbone to TDOT's mission of public safety.
20. Justification – Specifically explain why the goods or services should be acquired through the procurement method or contract type selected.	AASHTO is the single source of supply. No other vendor was found to provide a comprehensive suite of products needed by State DOTs. AASHTO was established by and for DOTs.
<b>For No Cost and Revenue Contracts Only</b>	
21. What costs will the State incur as a result of this contract? If any, please explain.	

Request Tracking #	40100-41314
22. What is the total estimated revenue that the State would receive as a result of this contract?	
23. Could the State also contract with other parties interested in entering substantially the same agreement? Please explain.	<input checked="" type="checkbox"/> NO <input type="checkbox"/> YES
24. Summary of State responsibilities under proposed contract	
<b>For Sole Source and Proprietary Procurements Only</b>	
25. Explanation of Need for or requirement placed on the State to acquire the goods or services	TDOT has approximately 1000 users working with one or more AASHTO software products. AASHTO is the only vendor to provide the comprehensive suite of software applications; maintaining a homogenous environment between applications.
26. Evidence of Contractor's experience & length of experience providing the goods or services to be procured.	TDOT has utilized AASHTO services for over 12 years.
27. Has the contracting agency procured the subject goods or services before? If yes, provide the method used to purchase the goods or services and the name and address of the contractor.	<input type="checkbox"/> NO <input checked="" type="checkbox"/> YES, Method: sole source procurement Name/Address: AASHTO 444 N Capital Street NW, Suite 249, Washington, DC 20001
28. Contractor selection process and efforts to identify reasonable, competitive, procurement alternatives	
<b>Signature Required for all Special Contract Requests</b>	
<b>Agency Head Signature and Date</b> – MUST be signed by the ACTUAL agency head as detailed on the current Signature Certification. Signature by an authorized signatory is acceptable only in documented circumstances	
Signature: 	Date: JAN 27 2014
John C. Schroer, Commissioner	



# CONTRACT

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

<b>Begin Date</b> June 1, 2014	<b>End Date</b> May 31, 2019	<b>Agency Tracking #</b> 40100-41314	<b>Edison Record ID</b> 39923
-----------------------------------	---------------------------------	---	----------------------------------

<b>Contractor Legal Entity Name</b> <b>AMERICAN ASSOCIATION OF STATE HIGHWAY AND TRANSPORTATION OFFICIALS (AASHTO)</b>	<b>Edison Vendor ID</b> 0000000709
---	---------------------------------------

**Service Caption (one line only)**  
AASHTO Licenses & Services

<b>Subrecipient or Vendor</b> <input type="checkbox"/> Subrecipient <input checked="" type="checkbox"/> Vendor	<b>CFDA #</b>
---	---------------

<b>Funding —</b>					
<b>FY</b>	<b>State</b>	<b>Federal</b>	<b>Interdepartmental</b>	<b>Other</b>	<b>TOTAL Contract Amount</b>
2014	337,500.00				337,500.00
2015	3,934,000.00				3,934,000.00
2016	1,982,360.00				1,982,360.00
2017	975,779.00				975,779.00
2018	738,757.00				738,757.00
2019	690,795.00				690,795.00
<b>TOTAL:</b>	<b>8,659,191.00</b>				<b>8,659,191.00</b>

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

**Ownership/Control**

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

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

<input type="checkbox"/> RFP	The procurement process was completed in accordance with the approved RFP document and associated regulations.
<input type="checkbox"/> Competitive Negotiation	The predefined, competitive, impartial, negotiation process was completed in accordance with the associated, approved procedures and evaluation criteria.
<input type="checkbox"/> Alternative Competitive Method	The predefined, competitive, impartial, procurement process was completed in accordance with the associated, approved procedures and evaluation criteria.
<input checked="" type="checkbox"/> Non-Competitive Negotiation	The non-competitive contractor selection was completed as approved, and the procurement process included a negotiation of best possible terms & price.
<input type="checkbox"/> Other	The contractor selection was directed by law, court order, settlement agreement, or resulted from the state making the same agreement with <u>all</u> interested parties or <u>all</u> parties in a predetermined "class."

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

OCR USE - FA

<b>Speed Chart (optional)</b> TX00073314	<b>Account Code (optional)</b> 72203000
---	--

**CONTRACT  
BETWEEN THE STATE OF TENNESSEE,  
DEPARTMENT OF TRANSPORTATION  
AND  
AMERICAN ASSOCIATION OF STATE HIGHWAY AND TRANSPORTATION OFFICIALS**

This Contract, by and between the State of Tennessee, Department of Transportation, hereinafter referred to as the "State" and American Association of State Highway and Transportation Officials (AASHTO), hereinafter referred to as the "Contractor," is for the provision of Scope of Service Caption, as further defined in the "SCOPE OF SERVICES."

The Contractor is a Non-Profit Corporation  
Contractor Place of Incorporation or Organization: District of Columbia  
Contractor Edison Registration ID # 0000000709

WHEREAS, The Contractor is an association representing the member highway and transportation departments in the fifty states, the District of Columbia and Puerto Rico, and is essentially an instrument of these agencies and acts on behalf of all its state departments of transportation, and

WHEREAS, The member agencies of the Contractor recognize the benefits of joining together in cooperative efforts to develop, maintain, and enhance computer software products jointly and can realize enormous economies of scale, significantly reduce the costs of such activity to each member department, and

WHEREAS, The member agencies play a critical role in the management and oversight processes that are involved in developing, delivering, supporting, maintaining and enhancing each AASHTOWare software product and

WHEREAS, The State utilizes the software described in the AASHTOWare Catalog and hereby agree with the associated terms of the Contractor's Master Member Department Software Agreement and the License Software Supplemental Agreement

NOW THEREFORE, this contract is for the AASHTOWare catalog products, support and services collectively known as AASHTOWare Project on an as-needed basis within the following scope of services;

**A. SCOPE OF SERVICES:**

- A.1. The Contractor shall provide all service and deliverables as required, described, and detailed herein and shall meet all service and delivery timelines as specified by this Contract.
- A.2. The Contractor shall provide licenses as available in the AASHTO License Catalog per written request submitted by the State.
- A.3. Contractor will provide on-site technical services for software products licensed to the State on an as-needed basis. The services which the Contractor may be called upon to provide for each software product are set forth in detail in the current AASHTO-Ware Catalog which is made a part of this contract by reference.
- A.4. When services covered by this agreement are needed by the State, the state will prepare a Work Plan detailing the software product to be serviced, the specific technical services required and a schedule for completion of those services, which will be signed by the State and the Contractor. After consultation between the parties, the number of units necessary to perform the required technical services will be agreed upon. Service units will be requested quarterly.
- A.5. Contractor will provide technical service for the AASHTOWare software licenses (e.g. Construction Management, Materials and Tests Management System, Decision Support System), collectively known as AASHTOWare Project. Technical services include, but are not limited to:
  - Implementation planning
  - Technical assessment/technical planning
  - Application installation and configuration
  - Data mapping of TDOT systems

- Data conversion development
- Configuration of custom templates
- Interface development
- Training

Specific support will be provided as described below:

- Production Support – Technical support for systems including application and database management; help desk related support; on-demand inquiries; database management to support data clean-up and software upgrade support.
- Development Support – Review of system functional requirements in preparation for implementation; development system environment installation and configuration of hardware, software, communications between headquarters and regional offices; and client and server software upgrade support.
- System Management – Regular status meetings with project team; produce monthly status reports; tracking of project tasks, billing and timesheets.
- Programming – Post implementation support; software customizations and plugin support; and ad-hoc programs for mass updates.

**B. CONTRACT PERIOD:**

This Contract shall be effective for the period beginning June 1, 2014, and ending on May 31, 2019. The Contractor hereby acknowledges and affirms that the State shall have no obligation for services rendered by the Contractor which were not performed within this specified contract period.

**C. PAYMENT TERMS AND CONDITIONS:**

C.1. Maximum Liability. In no event shall the maximum liability of the State under this Contract exceed eight million, six hundred-fifty-nine thousand, one hundred-ninety-one dollars and no cents (\$8,659,191.00). The payment rates in section C.3 shall constitute the entire compensation due the Contractor for all service and Contractor obligations hereunder regardless of the difficulty, materials or equipment required. The payment rates include, but are not limited to, all applicable taxes, fees, overheads, and all other direct and indirect costs incurred or to be incurred by the Contractor.

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

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

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

a. The Contractor shall submit invoices for Technical Service Units ordered by the State and payment shall be made by the State after receipt of invoice. The Contractor shall serve as escrow agent on behalf of the State, and pay the subcontractor for completed work.

b. The Contractor shall be compensated based on the current AASHTO Software Catalog prices

Service Description	Amount (per compensable increment)
---------------------	---------------------------------------

BAMS/DSS	\$67,000.00 or Current AASHTO Software Catalog Price
SiteManager	\$200,500.00 or Current AASHTO Software Catalog Price
Expedite	\$ 17,000.00 or Current AASHTO Software Catalog Price
Civil Rights and Labor Management System	\$ 41,250.00 or Current AASHTO Software Catalog Price
Bridge Rating	\$ 37,500.00 or Current AASHTO Software Catalog Price
Bridge Design	\$ 37,000.00 or Current AASHTO Software Catalog Price
Bridge Management Super Site	\$ 30,000.00 or Current AASHTO Software Catalog Price
SiteXchange	\$ 17,000.00 or Current AASHTO Software Catalog Price
Pavement ME Design	\$ 40,000.00 or Current AASHTO Software Catalog Price
ROW Relocation	\$ 37,500.00 or Current AASHTO Software Catalog Price
Project Preconstruction	\$ 41,250.00 or Current AASHTO Software Catalog Price
Supplemental AASHTO Catalog License	\$ 20,000.00 or Current AASHTO Software Catalog Price
<p><b>Service Unit</b></p> <p>One Service Unit provides approximately 66 total hours of labor by two Contractor employees preparing for and spending up to three days at a licensee's site, including some follow-up support and all direct and travel expenses. A Service Unit may provide a higher number of Contractor labor hours if the Contractor's employees work at their home office and no travel expenses need to be covered. The actual number of hours the Contractor will expend for one Service Unit may also vary depending on the billing level of the employees involved.</p> <p>For this fiscal year, we have estimated support needs for the production Construction Management System; the production Project Preconstruction System, the production Decision Support System and the implementation of the Materials &amp; Tests Management System. Some customization may occur on future Contractor catalog items. With these multiple efforts, more than two consultants can be utilized in a given week for support.</p>	\$13,500 each or Current AASHTO Software Catalog Price

- C.4. Travel Compensation. Compensation for travel, meals or lodging is included in the Service Unit Rate and shall not be invoiced or compensated separately.
- 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 present said invoices no more often than monthly, with all necessary supporting documentation, to:

Tennessee Department of Transportation  
505 Deaderick Street  
J.K. Polk Building, Suite 500

- a. Each invoice shall clearly and accurately detail all of the following required information (calculations must be extended and totaled correctly).

- (1) Invoice Number (assigned by the Contractor)
- (2) Invoice Date
- (3) Contract Number (assigned by the State)
- (4) Customer Account Name: TDOT Information Technology Division
- (5) Customer Account Number (assigned by the Contractor to the above-referenced Customer)
- (6) Contractor Name
- (7) Contractor Tennessee Edison Registration ID Number Referenced in Preamble of this Contract
- (8) Contractor Contact for Invoice Questions (name, phone, and/or fax)
- (9) Contractor Remittance Address
- (10) Description of Delivered Service
- (11) Complete Itemization of Charges, which shall detail the following:
  - i. Service or Milestone Description (including name & title as applicable) of each service invoiced
  - ii. Number of Completed Units, Increments, Hours, or Days as applicable, of each service invoiced
  - iii. Applicable Payment Rate (as stipulated in Section C.3.) of each service invoiced
  - iv. Amount Due by Service
  - v. Total Amount Due for the invoice period

- b. The Contractor understands and agrees that an invoice 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) only be submitted for completed service and shall not include any charge for future work;
- (3) not include sales tax or shipping charges; and
- (4) initiate the timeframe for payment (and any discounts) only when the State is in receipt of the invoice and the invoice meets the minimum requirements of this section C.5.

C.6. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any payment, invoice, or matter in relation thereto. A payment by the State shall not be construed as acceptance of any part of the work or service provided or as approval of any amount invoiced.

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. Prerequisite Documentation. The Contractor shall not invoice the State under this Contract until the State has received the following documentation properly completed.

- a. The Contractor shall complete, sign, and present to the State an "Authorization Agreement for Automatic Deposit (ACH Credits) Form" provided by the State. By doing so, the Contractor acknowledges and agrees that, once said form is received by the State, 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).
- b. The Contractor shall complete, sign, and present to the State a "Substitute W-9 Form" provided by the State. The taxpayer identification number detailed by said form must agree with the

Contractor's Federal Employer Identification Number or Tennessee Edison Registration ID referenced in this Contract.

**D. STANDARD TERMS AND CONDITIONS:**

- D.1. Required Approvals. The State is not bound by this Contract until it is signed by the contract parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this contract, said officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.2. Modification and Amendment. This Contract may be modified only by a written amendment signed by all parties hereto and approved by both the officials who approved the base contract and, depending upon the specifics of the contract as amended, any additional officials required by Tennessee laws and regulations (said officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- 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 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 State authorizes the Contractor to enter into a subcontract for the technical support services performed under this Contract. 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.
- The Contractor acknowledges, understands, and agrees that this Contract shall be null and void if the Contractor is, or within the past six months has been, an employee of the State of Tennessee or if the Contractor is an entity in which a controlling interest is held by an individual who is, or within the past six months has been, an employee of the State of Tennessee.
- 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 handicap or 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 *Tennessee Code Annotated*, Section 12-4-124, *et seq.*, addressing the use of illegal immigrants in the performance of any Contract to supply goods or services to the state of Tennessee, shall be a material provision of this Contract, a breach of which shall be grounds for monetary and other penalties, up to and including termination of this Contract.
- a. The 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 One, 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 *Tennessee Code Annotated*, Section 12-4-124, and *et seq.* for acts or omissions occurring after its effective date. This law requires the Commissioner of Finance and Administration to prohibit a contractor from contracting with, or submitting an offer, proposal, or bid to contract with the State of Tennessee to supply goods or services for a period of one year after a contractor is discovered to have knowingly used the services of illegal immigrants during the performance of this Contract.
  - e. For purposes of this Contract, "illegal immigrant" shall be defined as any person who is not either a United States citizen, a Lawful Permanent Resident, or a person whose physical presence in the United States is authorized or allowed by the federal Department of Homeland Security and who, under federal immigration laws and/or regulations, is authorized to be employed in the U.S. or is otherwise authorized to provide services under the Contract.
- D.9. Records. The Contractor shall maintain documentation for all charges under this Contract. The books, records, and documents of the Contractor, insofar as they relate to work performed or money received under this Contract, shall be maintained for a period of three (3) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the State, the Comptroller of the Treasury, or their duly appointed representatives. The financial statements shall be prepared in accordance with generally accepted accounting principles.
- D.10. Prevailing Wage Rates. All contracts for construction, erection, or demolition or to install goods or materials that involve the expenditure of any funds derived from the State require compliance with the prevailing wage laws as provided in *Tennessee Code Annotated*, Section 12-4-401, *et seq.*
- D.11. Monitoring. The Contractor's activities conducted and records maintained pursuant to this Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.12. Progress Reports. The Contractor shall submit brief, periodic, progress reports to the State as requested.
- D.13. Strict Performance. Failure by any party to this Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Contract shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties hereto.
- D.14. Independent Contractor. The parties hereto, in the performance of this Contract, shall not act as employees, partners, joint venturers, or associates of one another. It is expressly acknowledged by the parties hereto that such parties are independent contracting entities and that nothing in this Contract shall be construed to create an employer/employee relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.

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

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

**E. SPECIAL TERMS AND CONDITIONS:**

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

The State:

Becky Lingg (Fraktman), End User Designee  
Tennessee Department of Transportation  
505 Deaderick St  
J.K. Polk Bldg., Suite 500  
Nashville, TN 37243  
Becky.Fraktman@tn.gov  
615-741-5194 (phone)  
615-532-3213 (fax)

The Contractor:

Jan Edwards

AASHTO  
444 N Capital Street NW  
Suite 249  
Washington, DC 20001  
jedwards@aaashto.org  
202-624-8599 (phone)  
202-624-5469 (fax)

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, *and 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, if a retired member of TCRS, 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. Tennessee Department of Revenue Registration. The Contractor shall be registered with the Department of Revenue for the collection of Tennessee sales and use tax. This registration requirement is a material requirement of this Contract.

**IN WITNESS WHEREOF,**

**AMERICAN ASSOCIATION OF STATE HIGHWAY AND TRANSPORTATION OFFICIALS:**

---

FREDERICK G. WRIGHT, EXECUTIVE DIRECTOR

DATE

---

PRINTED NAME AND TITLE OF CONTRACTOR SIGNATORY (above)

**TENNESSEE DEPARTMENT OF TRANSPORTATION:**

---

JOHN C. SCHROER, COMMISSIONER

DATE

---

**JOHN REINBOLD, GENERAL COUNSEL  
APPROVED AS TO FORM AND LEGALITY**

**DATE**

**ATTESTATION RE PERSONNEL USED IN CONTRACT PERFORMANCE**

<b>SUBJECT CONTRACT NUMBER:</b>	
<b>CONTRACTOR LEGAL ENTITY NAME:</b>	AMERICAN ASSOCIATION OF STATE HIGHWAY AND TRANSPORTATION OFFICIALS
<b>FEDERAL EMPLOYER IDENTIFICATION NUMBER: (or Social Security Number)</b>	53-0204654

**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.

**FREDERICK G. WRIGHT, EXECUTIVE DIRECTOR**

**PRINTED NAME AND TITLE OF SIGNATORY**

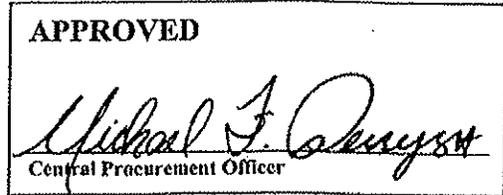
**DATE OF ATTESTATION**

## Contract Approval – Agency Legal Certification

A completed contract routed for Central Procurement Office (CPO) approval via Edison must be accompanied by this Agency Legal Certification template that has been signed and attached in PDF format.

1. Edison Contract ID #	39923
2. Contracting Agency Name	Department of Transportation
3. Contractor Name	AASHTO
4. Service Caption	AASHTO Licenses & Services
5. Agency Contact (name, phone, e-mail)	Mark D. Patterson, 615-532-3010, <a href="mailto:mark.d.patterson@tn.gov">mark.d.patterson@tn.gov</a>
<b>6. Legal Certification</b> <i>By signing below, the department's legal staff certifies that:</i> <ol style="list-style-type: none"> <li>1) the contract as submitted includes only CPO template language (unless the agency has obtained an approved rule exception request);</li> <li>2) the contract is legally sufficient both in form and substance to protect the best interests of the State; and</li> <li>3) the contract does not contravene applicable law.</li> </ol>	
<b>Agency Attorney Signature &amp; Date</b>	
<b>7. (Optional) Alternative to Legal Certification Request</b> <p><b>Note:</b> If there are extenuating circumstances and a department's legal staff is unable to certify to a contract in the above manner, you must provide a written explanation with Agency Head signature, in the space provided below. Once the explanation is received by the CPO, instructions will be provided to the department as to what will be needed in order to gain approval of the contract, e.g., providing a Microsoft Word version of the contract, etc. <u>Please keep in mind that this alternative will slow down the approval process and should be the exception, not the rule.</u></p> <p>Justification</p>	
<b>Agency Head Signature &amp; Date – contracting agency head or authorized signatory</b>	

## Sourcing Analyst Recommendation



DATE: Thursday, February 06, 2014

SUBJECT: Special Contract Request #40100-41314 for a Non-Competitive Contract with AASHTO.

---

I. **RECOMMENDATION:**

I, Chris Yarbrough, recommend the approval of this non-competitive request to contract with AASHTO to allow TDOT the access to software suite licensing that is necessary for the agency to provide required services to the State of Tennessee.

II. **ANALYSIS:**

TDOT uses the software suites provided by AASHTO to facilitate electronic billing, bridge management/safety, design software, civil rights/labor management, and other functions that are required and standardized by AASHTO for all DOT's across the nation.



Chris Yarbrough  
Sourcing Analyst