

CONTRACT #4
RFS # 401-00-197640
Edison # Pending

Department of Transportation

VENDOR:
Intergraph Corporation



**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

August 19, 2015

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

RE: Commodity Contract with Intergraph Corporation
Maintenance and support on existing software applications

Ms. Chick,

The referenced contract will allow continued maintenance and support on existing software applications, licenses, for the Tennessee Department of Transportation. The Contractor owns the source code and does not have resellers for their applications. The purpose of this contract is to replace the existing contract due to expire October 28, 2015.

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

1. Supplemental Documentation Form.
2. Central Procurement Office (CPO) Events Details for Intergraph Software Suite-TDOT Event #40100-000008950.
3. CPO Terms and Conditions for Event #40100-000008950.
4. Copy of the Intergraph Contract Specifications.
5. CPO Pricing Requisition entered for bid by Intergraph.
6. The approved Special Contract Request from CPO and the Comptroller's Office.
7. The approval from OIR.
8. The CPO Efforts to Achieve Diversity letter.

Please add the Department of Transportation to the September Fiscal Review Committee Calendar so that we may present this contract for approval.

Please advise if you have any questions or comments.

Sincerely,

A handwritten signature in black ink, appearing to read "John C. Schroer", is written over a horizontal line.

John C. Schroer
Commissioner

Supplemental Documentation Required for
Fiscal Review Committee

*Contact Name:	Victoria Hassinger	*Contact Phone:	615-532-3508
*Presenter's name(s):	Joe Galbato		
Edison Contract Number: <i>(if applicable)</i>		RFS Number: <i>(if applicable)</i>	Event ID #40100-0000008950
			Sourcing Requisition #40100-0000197640
*Original or Proposed Contract Begin Date:	10/29/15	*Current or Proposed End Date:	10/28/15
Current Request Amendment Number: <i>(if applicable)</i>	N/A		
Proposed Amendment Effective Date: <i>(if applicable)</i>	N/A		
*Department Submitting:	Department of Transportation		
*Division:	Information Technology		
*Date Submitted:			
*Submitted Within Sixty (60) days: <i>If not, explain:</i>	Yes N/A		
*Contract Vendor Name:	Intergraph Corporation		
*Current or Proposed Maximum Liability:	\$723,984.60		
*Estimated Total Spend for Commodities:			
*Current or Proposed Contract Allocation by Fiscal Year: (as Shown on Most Current Fully Executed Contract Summary Sheet)			
FY:2016	FY:2017	2018	FY: FY FY
\$241,328.20	\$241,328.20	\$241,328.20	\$ \$ \$
*Current Total Expenditures by Fiscal Year of Contract: (attach backup documentation from Edison)			
FY:2015	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:			

Supplemental Documentation Required for
Fiscal Review Committee

*Contract Funding Source/Amount:			
State:	\$723,984.60	Federal:	
<i>Interdepartmental:</i>		<i>Other:</i>	
If “ <i>other</i> ” please define:			
If “ <i>interdepartmental</i> ” please define:			
Dates of All Previous Amendments or Revisions: <i>(if applicable)</i>		Brief Description of Actions in Previous Amendments or Revisions: <i>(if applicable)</i>	
Method of Original Award: <i>(if applicable)</i>		Sole Source	
*What were the projected costs of the service for the entire term of the contract prior to contract award? How was this cost determined?			
*List number of other potential vendors who could provide this good or service; efforts to identify other competitive procurement alternatives; and the reason(s) a sole-source contract is in the best interest of the State.		None	

Contract Entry
Contract

SetID: SHARE
 Contract ID: 000000000000000000043138
 *Status: Approved
 Administrator/Buyer: chivp0405001
 Authored Document
 Authored Status: Executed

Contract Version
 Version: 1 Status: Current
 Approved Date: 10/07/2014
 Contract Type: DGS - Agency M/Y-Sole Source
 Chivonne Peeler
 Document Version: 0.00 Amendment: 0 Maintain Document

Header

Process Option: Purchase Order
 Vendor: INTERGRAPH-001
 Vendor ID: 0000001310 Intergraph Corporation
 Begin Date: 10/29/2014 Vendor Details
 Expire Date: 10/28/2015 Sub Contractor
 Renewal Date:

[Edit Comments](#)
[Contract Activities](#)
[Primary Contact Info](#)
[Contract Header Agreement](#)
[Contract Releases](#)
[Activity Log](#)
[Document Status](#)
[Thresholds & Notifications](#)
[Additional Contract Info](#)

Currency: USD CRRNT
 Primary Contact: 1 Michael Patton
 Vendor Contract Ref: TDOT - Intergraph
 Description: Software Licensing/Support
 Master Contract ID:
 Tax Exempt

Amount Summary
 Maximum Amount: 2,132,002.64 USD
 Line Item Released Amount: 257,453.00
 Category Released Amount: 0.00
 Open Item Released Amount: 0.00
 Total Released Amount: 257,453.00
 Remaining Amount: 1,874,549.64
 Remaining Percent: 87.92

Order Contract Options

Allow Multicurrency PO Allow Open Item Reference
 Corporate Contract Adjust Vendor Pricing First
 Lock Chartfields Price Can Be Changed on Order
[PO Defaults](#) [Add Open Item Price Adjustments](#) [Price Adjustment Template](#)
 Must Use Contract Rate Date Rate Date: 08/08/2014
 Auto Default

Contract Lines

[Catalog Search](#) [Item Search](#) [Search for Contract Lines](#)

Lines Customize | Find | View 100 | First 1-7 of 193 | Last

Line	Type	Type ID	Description	UOM	Category	Release Amounts	Release Quantities	Line Groupings	Spend Threshold	Include for Release	Status
1	Item	1000165664	APOLLO Advantage - 12 Core - TFB Maintenance, Year 1	MO	920-45					<input checked="" type="checkbox"/>	Active
2	Item	1000165665	APOLLO Advantage - 12 Core - TFB Maintenance, Year 2	MO	920-45					<input checked="" type="checkbox"/>	Active
3	Item	1000165666	APOLLO Advantage - 12 Core - TFB Maintenance, Year 3	MO	920-45					<input checked="" type="checkbox"/>	Active
4	Item	1000165661	APOLLO Advantage - 12 Core - TFB, Year 1	EA	920-45					<input checked="" type="checkbox"/>	Active
5	Item	1000165662	APOLLO Advantage - 12 Core - TFB, Year 2	EA	920-45					<input checked="" type="checkbox"/>	Active
6	Item	1000165663	APOLLO Advantage - 12 Core - TFB, Year 3	EA	920-45					<input checked="" type="checkbox"/>	Active
7	Item	1000165658	APOLLO Advantage - 12 Core (lic) Maintenance, Year 1	MO	920-45					<input checked="" type="checkbox"/>	Active

[View Category Hierarchy](#) [Category Search](#)

Contract Categories

Lines Customize | Find | View All | First 1 of 1 | Last

Line	Category	Description	Status
1			Active



OIR Pre-Approval Endorsement Request E-Mail Transmittal

TO : Mark Rampey, OIR Contracts
Department of Finance & Administration
E-mail : Mark.Rampey@tn.gov

FROM : Mark Patterson
E-mail : Mark.d.Patterson@tn.gov

DATE : 4/20/2015

RE : Request for OIR Pre-Approval Endorsement

Applicable RFS # CPO Sourcing Requisition 401400-0000197640

OIR Endorsement Signature & Date:


Chief Information Officer

4/24/15

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

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

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

Contracting Agency	Transportation
Agency Contact (name, phone, e-mail)	Mark D. Patterson, 615-532-3010, mark.d.patterson@tn.gov
Attachments Supporting Request (mark all applicable)	
Note: The complete draft procurement document and the applicable documents listed below must accompany this request when submitted to OIR. Special Contract Requests and Amendment Requests without Agency Head signature are acceptable. OIR is aware that these documents will not have CPO signature when submitted with this request.	
<input checked="" type="checkbox"/> Solicitation Document (Requisition 40100-0000197640) <input checked="" type="checkbox"/> Special Contract Request <input type="checkbox"/> Amendment Request <input type="checkbox"/> Proposed Contract/Grant or Amendment <input type="checkbox"/> Original Contract/Grant and Previous Amendments (if any)	

Applicable RFS # CPO Sourcing Requisition 401400-0000197640

Information Systems Plan (ISP) Project Applicability

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

IT Director/Staff Name Confirming (required): Joe Kirk

Applicable – Approved ISP Project#

Not Applicable

Subject Information Technology Service Description

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

TDOT is dependent on a number of Intergraph software platforms and so we must have software maintenance and technical support in place for these platforms. Geomedia is essential for maintaining our roadway inventory and is the primary modeling tool for several of our planning functions. Geomedia Web Map is the primary map interface for our Tennessee Roadway Information Management System (TRIMS). Our Office of Aerial Surveys uses Intergraph's photogrammetry suite for creating the ortho imagery for the statewide base mapping program as well as for TDOT corridor projects.

It is our intention to re-evaluate the cost and performance of all of these platforms in the next 3 years, but we are not in a position to move off of them, if that is determined to be the best course, within the next 3 years.



STATE OF TENNESSEE
DEPARTMENT OF GENERAL SERVICES

BILL HASLAM
GOVERNOR

ROBERT E. OGLESBY, AIA
COMMISSIONER

MEMORANDUM

TO: Director of Sourcing
Staff Attorney – Sourcing

FROM: Kenny Weaver, Sourcing Account Specialist 

DATE: 5/4/2015

SUBJECT: Recommendation of Special Contract Request - Sole Source

This request is to create a contract between TDOT and Intergraph Corporation for licensing, support, and maintenance of Intergraph GIS Management software.

TDOT utilizes this software in conjunction with others for roadway mapping and it is an intrgal part of the Tennessee Roadway Management System (TRIMS). Intergraph owns the source code to the software and is the only source for this software solution. This key component of TRIMS is essential to ensure TDOT is able manage our roadways and meet the State's highway safety goals and initiatives.

Sourcing Specialist recommends the approval of this sole source request.

Andy T. Kidd

Digitally signed by Andy T. Kidd
DN: cn=Andy T. Kidd, o=CPO, ou=CPO - Sourcing, email=andy.kidd@tn.gov, c=US
Date: 2015.05.06 13:04:47 -05'00'

Director of Sourcing

Date

Kevin C. Bartels

Digitally signed by Kevin C. Bartels
DN: cn=Kevin C. Bartels, o, ou=CPO Legal, email=Kevin.C.Bartels@tn.gov, c=US
Date: 2015.05.04 13:12:44 -05'00'

Staff Attorney – Sourcing

Date

COMMISSIONER'S OFFICE

312 ROSA L. PARKS AVENUE, 22ND FLOOR • NASHVILLE, TENNESSEE 37243
(615) 741-9263 • WWW.TN.GOV/GENERSERV/

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.

<p style="text-align: center;">APPROVED</p> <div style="display: flex; justify-content: space-between; align-items: center;"> <div style="text-align: center;"> <p style="font-size: 1.2em; margin: 0;">Michael F. Perry -AK</p> </div> <div style="font-size: 0.8em; margin: 0;"> <p>Digitally signed by Michael F. Perry -AK DN: cn=Michael F. Perry -AK, o=CPO, ou=CPO, email=andy.kidd@tn.gov, c=US Date: 2015.05.06 13:05:03 -05'00'</p> </div> </div> <p style="text-align: center; margin-top: 10px;">CHIEF PROCUREMENT OFFICER DATE</p>	<p style="text-align: center;">APPROVED</p> <div style="text-align: center; margin-top: 20px;"> </div> <div style="text-align: right; margin-top: 10px;"> <p style="font-size: 1.2em; margin: 0;">5/24/15</p> </div> <p style="text-align: center; margin-top: 10px;">COMPTROLLER OF THE TREASURY DATE</p>
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Request Tracking # CPO Requisition	40100-0000197640
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 <u>Mark.D.Patterson@tn.gov</u> tel. 615-532-3010
4. Brief Goods or Services Caption	Intergraph Software Suite
5. Description of the Goods or Services to be Acquired	The Intergraph GIS Management platform software is for map visualization of TDOT's road inventory data in the Tennessee Roadway Information management System (TRIMS, E-TRIMS). The Aerial Surveys Division requires the Intergraph software suite for its digital photogrammetry workflow management and creating digital orthophotography that TDOT produces for OIR for the Tennessee Base Map program.
6. Proposed Contractor	Intergraph Corporation

Request Tracking # CPO Requisition	40100-0000197640
7. Name & Address of the Contractor's principal owner(s) - NOT required for a TN state education institution	Intergraph Corporation 7104 Solution Center Chicago, IL 60677-7001 1310
8. Proposed Contract Period - with ALL options to extend exercised The proposed contract start date shall follow the approval date of this request.	36 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	\$ 723,984.60 pre-sourcing estimate
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?	Software procurement history with Intergraph and estimated increase provided by vendor.
16. Explanation of Fair and Reasonable Price- Explain how agency determined that price is fair and reasonable	25+ years history utilizing the Intergraph Software Suite products
17. Documentation of Discussions with Contractor- How did agency document discussions with Contractor? Attach documentation to this request as applicable.	Reviewed expiring contract lines with vendor and estimated costs increase.

Request Tracking # CPO Requisition	40100-0000197640
18. Explanation of Need for or requirement placed on the State to acquire the goods or services	Our base-mapping and roadways inventory data rely on the Intergraph software for collection and processing. The Intergraph GIS Management platform software is required for map visualization of TDOT's road inventory data in the Tennessee Roadway Information Management System (TRIMS, E-TRIMS). The Aerial Surveys Division requires TerraShare to manage its digital photogrammetry workflow management and Stereodigitizer for creating the digital orthophotography that TDOT produces for OIR for the Tennessee Base Map program. This contract will allow continued maintenance and support on existing software applications
19. Proposed contract impact on current State operations	The planning, development, and maintenance of the State's infrastructure.
20. Justification – Specifically explain why the goods or services should be acquired through the procurement method or contract type selected.	This sole source request is due to the Department's use of Intergraph products for 25+ years. Intergraph owns the source code and does not have resellers for their applications. Replacing the current software applications system and dependent programs is cost prohibitive due to the research, initial licensing and installation cost as well as the training man hours required. In order to re-write all customized routines to a new platform, TDOT would have to cease all mapping operations; seriously impacting the State's highway safety goals and initiatives.
For No Cost and Revenue Contracts Only	
21. What costs will the State incur as a result of this contract? If any, please explain.	
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	
For Sole Source and Proprietary Procurements Only	

Request Tracking # CPO Requisition	40100-0000197640
25. Explanation of Need for or requirement placed on the State to acquire the goods or services	Our base-mapping and roadways inventory data rely on the Intergraph software for collection and processing. The Intergraph GIS Management platform software is required for map visualization of TDOT's road inventory data in the Tennessee Roadway Information Management System (TRIMS, E-TRIMS). The Aerial Surveys Division requires TerraShare to manage its digital photogrammetry workflow management and Stereodigitizer for creating the digital orthophotography that TDOT produces for OIR for the Tennessee Base Map program. This contract will allow continued maintenance on existing software applications to meet the changing needs of the State.
26. Evidence of Contractor's experience & length of experience providng the goods or services to be procured.	Our 25+ years' history utilizing the Intergraph software suite.
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 CPO commodities contract Name/Address: Intergraph Corporation 7104 Solution Center Chicago, IL 60677-7001
28. Contractor selection process and efforts to identify reasonable, competitive, procurement alternatives	Replacing the current software applications system is cost prohibitive due to the research, initial licensing and installation cost as well as the training man hours required.
Signature Required for all Special Contract Requests	

Request Tracking # CPO Requisition	40100-0000197640
Agency Head Signature and Date – <i>MUST be signed by the ACTUAL agency head as detailed on the current Signature Certification. Signature by an authorized signatory is acceptable only in documented circumstances</i>	
Signature:  John. C. Schroer, Commissioner	Date: APR 21 2015

Intergraph Contract Specifications

A. Software Support/Maintenance

1. Support will be provided during the hours of 7:00 A.M. to 5:30 P.M., Central Standard Time, Monday through Friday, excluding legal State holidays.
2. Software Updates and Upgrades will be provided at no additional charge as enhancements, improvements, and upgrades are made to software products and associated documentation. Updates and upgrades must be received within 30 days from Date of Release via CD or download. TDOT personnel will install the updates and upgrades with assistance provided by the vendor as needed via phone or electronically.
3. Telephone Support -Direct access to Intergraph's Customer Support Center toll free phone number will guarantee a maximum telephone response time of two (2) hours.
4. Web and E-mail Call logging - Will include the ability to log calls via electronic mail and worldwide web 24 hours a day. Vendor shall respond to logged calls within two (2) hours between the hours 7:00 A.M. to 5:30 P.M. Central Standard Time, Monday through Friday, excluding legal State holidays.
5. Operational Status – In the event of software failure, the vendor must continue to work on the reported problem until a solution satisfactory to the State is met. If a problem with the software cannot be corrected immediately during the initial call, the vendor shall make every reasonable attempt to correct the problem within one (1) business day. However, if the problem involves a change to the software, the vendor will, if possible, provide a work around to the problem until the problem, fixing the problem as soon as possible.

B. Consultation On-Site Support

On-site support shall include all services necessary for the installation, diagnostics, troubleshooting, etc. for the above software at Tennessee Department of Transportation, 505 Deaderick St., Suite 500, Nashville, TN 37243. Purchase orders for on-site support will include a minimum of three days. All Expenses including travel must be included in the daily cost quoted.

C. Hardware Maintenance

1. The Vendor shall provide a toll free telephone reporting system for logging support and equipment problems during the State's normal business hours of 7:00 A.M. to 5:30 P.M. Central Standard Time, Monday through Friday, excluding State holidays.

2. Once a call is logged in the vendors reporting system, technical assistance must be made available within four (4) business hours.
 3. Vendor shall utilize best efforts to have a repair technician at the State's site within two (2) business days after determination that a site visit is required. Vendor will use its best efforts to complete the repair during the site visit.
- D. Planned Maintenance will be performed at a time mutually acceptable to the Tennessee Dept. of Transportation and the vendor.

Business Unit: 40100	Requester: chlvp0405001	Status: Pending Approval
Requisition: 0000197640	Requested By: Chivonne Peeler	Currency: USD
Requisition Name: 3-Yr Intergaph SW Suite Contr	Entered Date : 4/14/15	Requisition Total: 723,994.60
Header Comments: Requesting a 3-Year contract to replace expiring contract 43138. Pricing is stable and repetitive in nature.		

Line: 1	Item Description: Stereo Display CC Maintenance	Quantity: 180.0000	UOM: MO	Price: 137.66	Line Total: 24,778.80 Line Status: Pending
Ship Line: 1 Attention: Chivonne Peeler	Ship To: 0000013152 Due Date:	Address: 505 DEADERICK STREET SUITE 500 NASHVILLE TN 37243-0343 United States		Shipping Quantity: 180.0000 Shipping Total: 24,778.80	

Line: 2	Item Description: Feature Collection CC Maintenance	Quantity: 180.0000	UOM: MO	Price: 35.73	Line Total: 6,431.40 Line Status: Pending
Ship Line: 1 Attention: Chivonne Peeler	Ship To: 0000013152 Due Date:	Address: 505 DEADERICK STREET SUITE 500 NASHVILLE TN 37243-0343 United States		Shipping Quantity: 180.0000 Shipping Total: 6,431.40	

Line: 3	Item Description: DTM Collection CC Maintenance	Quantity: 180.0000	UOM: MO	Price: 136.61	Line Total: 24,589.80 Line Status: Pending
Ship Line: 1 Attention: Chivonne Peeler	Ship To: 0000013152 Due Date:	Address: 505 DEADERICK STREET SUITE 500 NASHVILLE TN 37243-0343 United States		Shipping Quantity: 180.0000 Shipping Total: 24,589.80	

Line: 4	Item Description: OrihoPro CC Maintenance	Quantity: 218.0000	UOM: MO	Price: 224.88	Line Total: 49,023.84 Line Status: Pending
Ship Line: 1 Attention: Chivonne Peeler	Ship To: 0000013152 Due Date:	Address: 505 DEADERICK STREET SUITE 500 NASHVILLE TN 37243-0343 United States		Shipping Quantity: 218.0000 Shipping Total: 49,023.84	

Line: 5	Item Description: Automatic Triangulation CC Maintenance	Quantity: 72.0000	UOM: MO	Price: 441.35	Line Total: 31,777.20 Line Status: Pending
Ship Line: 1 Attention: Chivonne Peeler	Ship To: 0000013152 Due Date:	Address: 505 DEADERICK STREET SUITE 500 NASHVILLE TN 37243-0343 United States		Shipping Quantity: 72.0000 Shipping Total: 31,777.20	

Line: 6	Item Description: Photogrammetric Manager CC Maintenance	Quantity: 252.0000	UOM: MO	Price: 48.34	Line Total: 12,181.68 Line Status: Pending
Ship Line: 1 Attention: Chivonne Peeler	Ship To: 0000013152 Due Date:	Address: 505 DEADERICK STREET SUITE 500 NASHVILLE TN 37243-0343 United States		Shipping Quantity: 252.0000 Shipping Total: 12,181.68	

Line: 7	Item Description: Automatic Elevations CC Maintenance	Quantity: 72.0000	UOM: MO	Price: 274.27	Line Total: 19,747.44 Line Status: Pending
Ship Line: 1 Attention: Chivonne Peeler	Ship To: 0000013152 Due Date:	Address: 505 DEADERICK STREET SUITE 500 NASHVILLE TN 37243-0343 United States		Shipping Quantity: 72.0000 Shipping Total: 19,747.44	

Line: 8	Item Description: ImageStation PxlQue CC-Component Maintenance	Quantity: 144.0000	UOM: MO	Price: 59.90	Line Total: 8,625.60 Line Status: Pending
Ship Line: 1 Attention: Chivonne Peeler	Ship To: 0000013152 Due Date:	Address: 505 DEADERICK STREET SUITE 500 NASHVILLE TN 37243-0343 United States		Shipping Quantity: 144.0000 Shipping Total: 8,625.60	

Line: 9	Item Description: IMAGINE Professional Maintenance	Quantity: 144.0000	UOM: MO	Price: 166.03	Line Total: 23,908.32 Line Status: Pending
Ship Line: 1 Attention: Chivonne Peeler	Ship To: 0000013152 Due Date:	Address: 505 DEADERICK STREET SUITE 500 NASHVILLE TN 37243-0343 United States		Shipping Quantity: 144.0000 Shipping Total: 23,908.32	

Line: 10	Item Description: IMAGINE Objective (Lic Only) Maintenance	Quantity: 108.0000	UOM: MO	Price: 113.49	Line Total: 12,256.82 Line Status: Pending
Ship Line: 1 Attention: Chivonne Peeler	Ship To: 0000013152 Due Date:	Address: 505 DEADERICK STREET SUITE 500 NASHVILLE TN 37243-0343 United States		Shipping Quantity: 108.0000 Shipping Total: 12,256.82	
Line: 11	Item Description: ImageStation DTMQue (ISDQ) CC Maintenance	Quantity: 36.0000	UOM: MO	Price: 74.61	Line Total: 2,685.86 Line Status: Pending
Ship Line: 1 Attention: Chivonne Peeler	Ship To: 0000013152 Due Date:	Address: 505 DEADERICK STREET SUITE 500 NASHVILLE TN 37243-0343 United States		Shipping Quantity: 36.0000 Shipping Total: 2,685.86	
Line: 12	Item Description: GeoMedia Essentials Maintenance	Quantity: 1152.0000	UOM: MO	Price: 52.54	Line Total: 60,526.08 Line Status: Pending
Ship Line: 1 Attention: Chivonne Peeler	Ship To: 0000013152 Due Date:	Address: 505 DEADERICK STREET SUITE 500 NASHVILLE TN 37243-0343 United States		Shipping Quantity: 1152.0000 Shipping Total: 60,526.08	
Line: 13	Item Description: Incident Analyst CC Maintenance	Quantity: 36.0000	UOM: MO	Price: 78.81	Line Total: 2,837.16 Line Status: Pending
Ship Line: 1 Attention: Chivonne Peeler	Ship To: 0000013152 Due Date:	Address: 505 DEADERICK STREET SUITE 500 NASHVILLE TN 37243-0343 United States		Shipping Quantity: 36.0000 Shipping Total: 2,837.16	
Line: 14	Item Description: GeoMedia Advantage Maintenance	Quantity: 36.0000	UOM: MO	Price: 105.08	Line Total: 3,782.88 Line Status: Pending
Ship Line: 1 Attention: Chivonne Peeler	Ship To: 0000013152 Due Date:	Address: 505 DEADERICK STREET SUITE 500 NASHVILLE TN 37243-0343 United States		Shipping Quantity: 36.0000 Shipping Total: 3,782.88	
Line: 15	Item Description: DTM Collection NL Maintenance	Quantity: 72.0000	UOM: MO	Price: 136.61	Line Total: 9,835.92 Line Status: Pending
Ship Line: 1 Attention: Chivonne Peeler	Ship To: 0000013152 Due Date:	Address: 505 DEADERICK STREET SUITE 500 NASHVILLE TN 37243-0343 United States		Shipping Quantity: 72.0000 Shipping Total: 9,835.92	
Line: 16	Item Description: OrthoPro CC for Distributed Processing (DP) Maintenance	Quantity: 144.0000	UOM: MO	Price: 68.30	Line Total: 9,835.20 Line Status: Pending
Ship Line: 1 Attention: Chivonne Peeler	Ship To: 0000013152 Due Date:	Address: 505 DEADERICK STREET SUITE 500 NASHVILLE TN 37243-0343 United States		Shipping Quantity: 144.0000 Shipping Total: 9,835.20	
Line: 17	Item Description: TerraShare Advanced Server Maintenance	Quantity: 36.0000	UOM: MO	Price: 346.78	Line Total: 12,484.08 Line Status: Pending
Ship Line: 1 Attention: Chivonne Peeler	Ship To: 0000013152 Due Date:	Address: 505 DEADERICK STREET SUITE 500 NASHVILLE TN 37243-0343 United States		Shipping Quantity: 36.0000 Shipping Total: 12,484.08	
Line: 18	Item Description: Geomedia WebMap Professional-ONE Maintenance	Quantity: 72.0000	UOM: MO	Price: 1,208.46	Line Total: 87,009.12 Line Status: Pending
Ship Line: 1 Attention: Chivonne Peeler	Ship To: 0000013152 Due Date:	Address: 505 DEADERICK STREET SUITE 500 NASHVILLE TN 37243-0343 United States		Shipping Quantity: 72.0000 Shipping Total: 87,009.12	
Line: 19	Item Description: Intergraph Geospatial SDI-ONE Maintenance	Quantity: 36.0000	UOM: MO	Price: 151.32	Line Total: 5,447.52

					Line Status: Pending
Ship Line: 1 Attention: Chivonne Peeler	Ship To: 0000013152 Due Date:	Address: 505 DEADERICK STREET SUITE 500 NASHVILLE TN 37243-0343 United States			Shipping Quantity: 36.0000 Shipping Total: 6,447.62
Line: 20	Item Description: Image Viewer-NL Maintenance	Quantity: 216.0000	UOM: MO	Price: 10.51	Line Total: 2,270.16 Line Status: Pending
Ship Line: 1 Attention: Chivonne Peeler	Ship To: 0000013152 Due Date:	Address: 505 DEADERICK STREET SUITE 500 NASHVILLE TN 37243-0343 United States			Shipping Quantity: 216.0000 Shipping Total: 2,270.16
Line: 21	Item Description: Geomedia WebMap Advantage-WORKGROUP Maintenance	Quantity: 36.0000	UOM: MO	Price: 1,208.46	Line Total: 43,504.56 Line Status: Pending
Ship Line: 1 Attention: Chivonne Peeler	Ship To: 0000013152 Due Date:	Address: 505 DEADERICK STREET SUITE 500 NASHVILLE TN 37243-0343 United States			Shipping Quantity: 36.0000 Shipping Total: 43,504.56
Line: 22	Item Description: GeoMedia Professional Maintenance	Quantity: 1044.0000	UOM: MO	Price: 218.57	Line Total: 228,187.08 Line Status: Pending
Ship Line: 1 Attention: Chivonne Peeler	Ship To: 0000013152 Due Date:	Address: 505 DEADERICK STREET SUITE 500 NASHVILLE TN 37243-0343 United States			Shipping Quantity: 1044.0000 Shipping Total: 228,187.08
Line: 23	Item Description: GeoMedia Transportation Manager Maintenance	Quantity: 108.0000	UOM: MO	Price: 140.81	Line Total: 15,207.48 Line Status: Pending
Ship Line: 1 Attention: Chivonne Peeler	Ship To: 0000013152 Due Date:	Address: 505 DEADERICK STREET SUITE 500 NASHVILLE TN 37243-0343 United States			Shipping Quantity: 108.0000 Shipping Total: 15,207.48
Line: 24	Item Description: MRAS C-CC Maintenance	Quantity: 468.0000	UOM: MO	Price: 57.80	Line Total: 27,050.40 Line Status: Pending
Ship Line: 1 Attention: Chivonne Peeler	Ship To: 0000013152 Due Date:	Address: 505 DEADERICK STREET SUITE 500 NASHVILLE TN 37243-0343 United States			Shipping Quantity: 468.0000 Shipping Total: 27,050.40



Terms and Conditions

Event Number: **40100-000008950**

Standard Terms and Conditions

Instructions to Bidders:

1. Read the entire bid, including all terms and conditions and specifications.
2. If submitting the bid by mail: All bid prices must be typed or written in ink on the Line Details portion of the Invitation to Bid (ITB); any corrections, erasures or other forms of alteration to unit prices must be initialed by the bidder.
3. If submitting the bid by mail, the bid must be manually signed in ink; failure to do so will cause rejection of your bid. If submitting the bid on-line, your electronic signature constitutes having signed the bid.
4. Bid prices shall include delivery of all items F.O.B. destination or as otherwise specified.
5. Address all inquiries and correspondence to the Purchasing Agent indicated in the Invitation to Bid.
6. I (we) agree to strictly abide by all the statutes and terms contained in the rules of the Department of General Services, Central Procurement Office which are by reference made a part hereof, in addition to the Standard and Special Terms & Conditions, and Specifications embodied in this Invitation to Bid.
7. **IMPORTANT:** By submitting the bid, the Bidder certifies compliance with the above and further certifies that this bid is made without collusion or fraud.
8. State statutes require that all bidders be registered prior to the issuance of a contract or a purchase order. Vendors/Bidders can register online at the State of Tennessee Supplier Portal:
<https://supplier.edison.tn.gov>.
9. I (We) propose to furnish and deliver any and all of the supplies, services, and/or other commodities named in the Invitation to Bid, and for which I (we) have set prices in my (our) offering.
10. It is understood and agreed that this bid, when certified by authorized signature, shall constitute an offer, which when accepted in writing by the Department of General Services, Central Procurement Office, and subject to the terms and conditions of such acceptance, will constitute a valid binding contract between the State of Tennessee and the Vendor/Contractor (bidder) submitting such offering.
11. By my (our) written signature on this bid I (we) guarantee and certify that all items included in the bid meet or exceed any and all State specifications covering such items. I (We) further agree, if awarded a contract or purchase order as a result of this bid, to deliver such commodities, service or merchandise which meet or exceed the specifications.
12. It is understood and agreed that no contract may be assigned, sublet, or transferred without the written consent of the Central Procurement Office.

13. The inclusion in any response of a limitation of remedies or liabilities clause may be cause for rejection, unless otherwise specified in this solicitation or in accordance with the provisions of *Tennessee Code Annotated* § 12-3-701 or Central Procurement Office Rules, policies or procedures.

14. All bidders have the right to inspect the bid file, prior to award, upon completion of the evaluation by the Central Procurement Office. Interested bidders should contact the Purchasing Agent following the bid opening date or once the file is open for the seven (7) day inspection period. A "File Open for Inspection" letter will be sent to all bidders detailing the bidder(s) recommended for award and the evaluated award amount(s). Upon request, a reasonable opportunity to inspect the bid file will be provided to the bidder. If there is no request to inspect the bid file by the end of the seven (7) day inspection period, the Purchasing Agent will proceed with the award.

15. Protest by Vendor: Pursuant to Tenn. Code Ann. § 4-56-103, any actual proposer may protest. Please refer to the Central Procurement Office's website to obtain a copy of the protest procedures and protest bond requirements or contact the sourcing analyst or category specialist at 615-741-1035. The website for the Central Procurement Office is as follows: http://tn.gov/generalserv/cpo/for_bidders.html

16. Bid Mailing Instructions: Each individual bid proposal must be returned in a separate envelope package or container and must be properly labeled on the outside referencing the applicable event number and the bid opening date. Bids should be mailed in a properly labeled sealed envelope to the following address:

Department of General Services, Central Procurement Office
Attn: Bidder Services
3rd Floor, William R Snodgrass, Tennessee Tower
312 Rosa L. Parks Avenue
Nashville, TN 37243-1102

17. Subject to paragraph 13, the Contractor agrees to indemnify and hold harmless the State of Tennessee as well as its officers, agents, and employees from and against any and all claims, liabilities, losses, and causes of action which may arise, accrue, or result to any person, firm, corporation, or other entity which may be injured or damaged as a result of acts, omissions, or negligence on the part of the Contractor, its employees, or any person acting for or on its or their behalf relating to this Contract. The Contractor further agrees it shall be liable for the reasonable cost of attorneys for the State in the event such service is necessitated to enforce the terms of this Contract or otherwise enforce the obligations of the Contractor to the State.

In the event of any such suit or claim, the Contractor shall give the State immediate notice thereof and shall provide all assistance required by the State in the State's defense. The State shall give the Contractor written notice of any such claim or suit, and the Contractor shall have full right and obligation to conduct the Contractor's own defense thereof. Nothing contained herein shall be deemed to accord to the Contractor, through its attorney(s), the right to represent the State of Tennessee in any legal matter, such rights being governed by Tennessee Code Annotated, Section 8-6-106

18. Contracts are entered into solely for the convenience of the State of Tennessee. The vendor/contractor understands and agrees that the State of Tennessee, as a signatory party to a contract, is solely responsible for its performance, and that the officers and employees of the Department of General Services, Central Procurement Office, act exclusively as agents of the State for the award, consummation, and administration of contracts and are not personally liable for any performance or nonperformance by the State.

19. A bid must be received in the Central Procurement Office on or before the date and hour designated for the bid opening or the bid will be rejected.

20. The Central Procurement Office may reject any or all bids. Action to reject all bids shall be taken only for unreasonably high prices, errors in the Invitation to Bid (ITB), cessation of need, unavailability of funds, or any other reason approved by the Procurement Commission. The Procurement Commission has

authorized rejection of all bids for failure to secure adequate competition. If an ITB is to be re-advertised, all prior bids shall remain closed to inspection until the evaluation of the re-advertisement is complete.

21. All present and former employees or officials of the State are referred to Tennessee Code Annotated 12-4-103.

22. Any individuals with disabilities who wish to participate in public meetings such as a scheduled pre-bid conference or other scheduled function should contact the Central Procurement Office to discuss any auxiliary aids or services needed to facilitate such participation. Such contact may be in person, by writing, telephonically, or otherwise, and should be made no less than ten (10) days prior to the scheduled event, to allow time for the Central Procurement Office to provide such aid or service.

23. No person on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal and/or Tennessee State Constitutional and/or statutory law shall be excluded from participation in, or denied benefits of, or be otherwise subjected to discrimination in the performance of the Contract or in the employment practices of the vendor/contractor. The vendor/contractor shall, upon request, show proof of such non-discrimination, and shall post in conspicuous places, available to employees and applicants, notices of non-discrimination.

24. TAXES: Purchases of goods by the State of Tennessee are exempt from Tennessee sales and use tax pursuant to Tenn. Code Ann. 67-6-329(a) (4), and the state is generally exempt from Federal excise tax. Contractors are subject to Tennessee sales and use tax on all materials and supplies used in the performance of a contract, whether such materials and supplies are purchased by the contractor, produced by the contractor, or provided to the contractor by the State, pursuant to Tenn. Code Ann. 67-6-209. The contractor agrees to pay all taxes incurred in the performance of an awarded contract.

State agencies which procure products for the purpose of resale shall register with the Department of Revenue. Upon registration the agency will issue resale certificates to the successful contractor(s) for products procured for resale. The agency is responsible for the collection of the appropriate sales or use tax when the product is sold.

25. Exceptions to terms and conditions and/or those proposed by the bidder which may vary from the invitation to bid may render the bid unresponsive and subject the bid to rejection.

26. Unless otherwise stated, all goods called for by a purchase order must be tendered in a single delivery in compliance with the delivery time specified and payment is due only on such tender. Partial shipments and/or back orders will only be accepted with receiving agency's prior authorization.

27. All products, materials, supplies and equipment offered and furnished must be new, of current manufacturer production, and must have been formally announced by the manufacturer as being commercially available as of the date of the bid opening, unless otherwise stated in this event.

28. Manufacturers of chemical products which are the subject of purchase contracts for the State of Tennessee shall list and maintain a material safety data sheet (MSDS) for such chemical products on the national MSDS search repository or on the manufacturer's website so that such information can be accessed by means of the Internet. A site operated by or on behalf of the manufacturer or a relevant trade association is acceptable so long as the information is freely accessible to the public. In lieu of posting a MSDS on MSDSSEARCH, a bidder shall include the manufacturer's universal resource locator (URL) for its MSDS in the event. For purposes of this MSDS requirement, the Department of General Services recognizes the following URL for national MSDS search repository:MSDS-SEARCH, which can be accessed on the internet at: <http://www.msdssearch.com>.

29. Conflict of Interest: The State may not consider a solicitation response from an individual who is, or within the past six (6) months has been, a state employee. For purposes of this solicitation, an individual shall be considered to be a "state employee" and prohibited from submitting a response to this solicitation for six (6) months after such time as all compensation for salary, termination pay, and annual leave has

been paid to such state employee. A contract with or a solicitation response from a company, corporation, or any other contracting entity in which a controlling interest is held by a state employee shall be considered to be a contract with or a solicitation response from a state employee as though the state employee were submitting a response or entering a contract on his or her behalf. Notwithstanding the foregoing, a contract with or a solicitation response from a company, corporation, or any other contracting entity that employs an individual who does not own a controlling interest in such entity and who is, or within the past six months has been, a state employee shall not be considered a contract with or a solicitation response from a state employee and shall not constitute a prohibited conflict of interest.

30. **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 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, Section 9-8-101 through 9-8-407.

31. **State and Federal Compliance:** The contractor shall comply with all applicable state and federal laws and regulations in the performance of this contract.

32. **Professional Licensure and Department of Revenue Registration:** All persons, agencies, firms, or other entities that provide legal or financial opinions, which a Proposer provides for consideration and evaluation by the State as a part of a proposal in response to this solicitation, shall be properly licensed to render such opinions. Before the Contract resulting from this solicitation is signed, the apparent successful Proposer (and Proposer employees and subcontractors, as applicable) must hold all necessary, appropriate business and professional licenses to provide service as required. The State may require any Proposer to submit evidence of proper licensure. Before the Contract resulting from this solicitation is signed, the apparent successful Proposer must be registered with the Department of Revenue for the collection of Tennessee sales and use tax. The State shall not award a contract unless the Proposer provides proof of such registration. The foregoing is a mandatory requirement of an award of a contract pursuant to this solicitation. For purposes of this registration requirement, the Department of Revenue may be contacted at: TN.Revenue@tn.gov.

33. **Prohibition of Illegal Immigrants:** The requirements of State of Tennessee's Public Acts, 2006, Chapter Number 878 and Executive Order 41 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.

As required by Public Acts, 2006, Chapter Number 878, no person may enter into a contract to supply goods or services to the State without first attesting in writing that the person will not knowingly utilize the services of Illegal Immigrants in the performance of this contract, and will not knowingly utilize the services of any subcontractor who will utilize the services of Illegal Immigrants in the performance of this contract. 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 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. The contractor hereby attests, certifies, warrants, and assures that it shall comply with this term and condition for the entire contract period.

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 year after a contractor is discovered to have knowingly used the services of illegal immigrants during the performance of this contract. The contractor may appeal the imposition of the one-year prohibition by utilizing an appeals process established by the Commissioner of Finance and Administration.

As per Executive Order 41, the contractor shall be required to submit semi-annual Attestation Forms and obtain a signed Attestation Form from any subcontractor prior to the use of the subcontractor and semi-annually thereafter during the contract period. The records shall be subject to review and random inspection at any reasonable time upon reasonable notice by the State. Records shall include but are not limited to the following:

Documentation on contractors' employees and subcontractor personnel working on this contract showing that they are legal to work in the United States and payroll records.
Signed and dated Attestation Forms for your company that have been submitted to the Central Procurement Office and Attestation Forms obtained from subcontractor(s).

Note: The contractor shall be required to obtain prior approval to subcontract from the Central Procurement Office.

By authorized signature on this Invitation to Bid the contractor constitutes signing the Attestation Form for the initial six (6) months of the contract period. The contractor shall be required to submit signed Attestation Forms on a semi-annual basis from the start date of the contract period through to its completion date to the Central Procurement Office. Such attestations shall be maintained by the contractor in a permanent file on the vendor premises and made available to State officials upon request. The State of Tennessee provides an "approved Attestation Form" to support the reaffirmation process. The form can be accessed and printed from the internet at http://tn.gov/generalserv/cpo/for_bidders.html

34. Modifications and Amendments: 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 Chief Procurement Officer, the Commissioner of Human Resources, and the Comptroller of the Treasury).

35. Records: The Contractor shall maintain documentation for all charges under this Contract. The books, records, and documents of the Contractor, for work performed or money received under this Contract, shall be maintained for a period of five (5) 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.

36. 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.

37. HIPAA Compliance: The State and Contractor shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Health Information Technology for Economic and Clinical Health (HITECH) Act and any other relevant laws and regulations regarding privacy (collectively the "Privacy Rules").

- a. Contractor warrants to the State that it is familiar with the requirements of the Privacy Rules, and will comply with all applicable requirements in the course of this Contract.
- b. Contractor warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of the Contract so that both parties will be in compliance with the Privacy Rules.
- c. The State and the Contractor will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably necessary to keep the State and Contractor in compliance with the Privacy Rules. This

provision shall not apply if information received or delivered by the parties under this Contract is NOT "protected health information" as defined by the Privacy Rules, or if the Privacy Rules permit the parties to receive or deliver such information without entering into a business associate agreement or signing another such document.

d. The Contractor will indemnify the State and hold it harmless for any violation by the Contractor or its subcontractors of the Privacy Rules. This includes the costs of responding to a breach of protected health information, the costs of responding to a government enforcement action related to the breach, and any fines, penalties, or damages paid by the State because of the violation.

Special Terms and Conditions

1. F.O.B. Destination (Agency Term Contract)

F.O.B. Point:

Agency Name: TDOT
Address: 505 Deaderick Street
Suite 500
Nashville, TN 37243

2. Debarment and Suspension

The Contractor certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:

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

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

3. Term of Contract - Multi-Year

Total Number of Years: 3

Start Date: October 15, 2015

Final End Date: October 14, 2018

The anticipated effective (start) date and expiration (end) dates of the contract are shown above. If award has not been made by the anticipated effective date, then the contract shall become effective upon the date the bid is accepted and contract awarded by the State, as indicated by the purchasing agent's signature on the contract notice of award (note: the change of effective date may not result in a change of the anticipated expiration date.)

RENEWAL OPTIONS: This contract may be renewed upon satisfactory completion of the initial contract term. The State reserves the right to execute up to the number of renewal options listed above annually under the same terms and conditions for a period not to exceed 12 months each by the State. It is mutually understood and agreed that the State's commitment is limited to a base term contract, not to exceed twelve (12) months, which is subject to renewal annually at the State's sole option.

It is understood and agreed that the State reserves the right to extend the term contract period resulting from this solicitation an additional period of time, not to exceed 180 days beyond the normal expiration date of such contract, upon mutual written agreement by both parties, under the same terms

and conditions. Provided, however, in no event shall the maximum term of a contract exceed a total of sixty (60) months.

4. Volume, Multi-Year

The total purchases of any individual item on the contract are not known. The Central Procurement Office has attempted to give an accurate estimate of probable purchases of each item from the current contract period and projected estimates for the new contract period. The Central Procurement Office does not guarantee that the state will buy any or all estimated amounts of any specified item or any total amount.

The vendor/contractor will only be paid for products or services rendered hereunder pursuant to purchase order releases issued to vendor/contractor from the state. The vendor/contractor is not entitled to be paid the maximum liability for any one year under the contract or any extensions of the contract for product or service not requested by the state. Maximum liability represents available funds for payment to vendor/contractor and does not guarantee payment of any such funds to the vendor/contractor per year under this contract unless the state requests product or service and vendor/contractor provides said product or service. The state is under no obligation to request product or service from vendor/contractor in any specific dollar amounts per year under this contract and the state may not request any product or service at all from vendor/contractor during the contract period.

5. Bids Requested on Standard State Specifications for Products and/or Services

Unit price bids are requested on products or services that equal or exceed (unless specifications limit the dimensions or brand(s)/model(s) of products to be bid). The absence of detailed specifications or the omission of detail description shall be recognized as meaning that only the best commercial practices are to prevail and that only first quality materials and workmanship are to be used. All interpretations of specifications shall be made from this statement. It is understood that the specifications or references to available specifications shall be sufficient to make the terms of such specifications binding on the vendor/contractor. Bidders must submit for bid evaluation applicable cuts, sketches, descriptive literature, and technical specifications covering the product offered, when applicable. Reference to literature submitted previously will not satisfy this requirement.

Bids requested on architect/engineer/designer specifications, if applicable. Bids are requested per architect/ engineer/designer's specification attached. Bids are to be lump sum and/or unit prices as shown on the price sheet. Any errors or omissions in plans or specifications shall be resolved prior to submission of a bid. Submission of a bid shall constitute agreement and compliance with such specifications and plans. All shop drawings and product sheets required by specifications shall be submitted to architect/engineer/designer prior to fabrication and/or installation.

6. Bid Offer Expiration

Enter the expiration date of your bid offer in the space provided on this Invitation to Bid. A minimum period of thirty (30) days from the bid closing date is requested. The state shall have sixty (60) days to accept the bid if a minimum period is not stated.

7. Delivery Time (On-Time)

The contractor shall be required to maintain or to have available for their own use personnel, equipment, and products sufficient to perform "on-time" as specified in this Invitation to Bid.

8. Freight F.O.B. State Agency (Dock)

All quotations shall be F.O.B. destination. The term F.O.B. shall mean delivered and unloaded onto the receiving dock of the agency listed, with all charges for transportation and unloading prepaid by the vendor/contractor.

9. Bidder's Qualification

Bidders must, upon request of the state, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions and specifications. The Assistant Commissioner, Department of General Services, Central Procurement Office, reserves the right to make the final determination as to a bidder's ability to perform.

10. Fixed Bid Price for Contract Period (No Price Increase Allowed)

Bid prices must be fixed for the term of the contract, except the state shall be advised of and receive the benefit of any price decrease in excess of five (5) percent automatically. The vendor/contractor must provide written price reduction information within ten (10) days of its effective date.

11. Inspection/Facilities

The Central Procurement Office may inspect the facilities of any bidder or may require additional information regarding a bidder's ability to perform the proposed contract. Bids may be rejected for lack of apparent ability to perform the proposed contract.

12. Substitution

Substitution of one or more goods, brands or manufacturers after the contract is awarded is expressly prohibited unless approved in writing by the State. The State may, at its discretion, require the contractor to provide one or more substitute goods of equal quality, subject to the approval by the State, for the same price and on the same delivery terms, if one or more goods for which the contract was awarded becomes unavailable to the contractor.

13. Inspection of Materials, Equipment and Products

All materials, equipment, and products are subject to inspection and testing. Items that do not meet specifications will be rejected. Failure to reject upon receipt does not relieve the vendor/contractor of liability. When subsequent tests after receipt are conducted and when such tests reveal damage or failure to meet specifications, the state may seek damages regardless of whether a part or all of the merchandise has been consumed.

14. Negotiations

The State may elect to negotiate by requesting revised Cost Proposals from apparently responsive and responsible respondents. However, the State reserves the right to award a contract on the basis of initial responses received. Therefore, each response should contain the respondent's best terms from a price and technical standpoint. The State reserves the right to conduct multiple negotiation rounds. If the State exercises its right to enter into negotiations, it may identify areas of a response that may require further clarification or areas in which it is apparent that there may have been miscommunications or misunderstandings as to the State's specifications and/or requirements. The State may seek to clarify those identified issues during negotiations. All responsive respondents will be given equivalent information with respect to cost negotiations. All cost negotiations will be documented for the procurement file. Additionally, the State may conduct target pricing and other price or service level negotiations. Target pricing may be based on considerations such as current pricing, market considerations, benchmarks, budget availability, or other method that does not reveal individual respondent pricing. During target price negotiations respondents are not obligated to meet or beat target prices, but will not be allowed to increase prices. All communications, clarifications and negotiations shall be conducted in a manner that supports fairness in response improvement. Note that each clarification sought by the State may be unique to an individual respondent.

15. 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.

16. Bid Rejection

The Central Procurement Office reserves the right to reject any bid that contains prices for individual items or services that are inconsistent or unrealistic when compared to other prices in the same or other bids, if such action would be in the best interest of the state.

Errors: Each correction made by the bidder on the bid response must be initialed in ink by each correction. No corrections will be made in pencil. No bid or line item shall be altered or amended after the bid opening. In the case of errors in the extension price, the unit price will govern. Failure to comply with the above may be cause for rejection of part or the entire bid.

17. Single Award

A single contract for all line items will be awarded to the lowest responsive and responsible bidder whose bid meets the requirements and criteria set forth in the Invitation to Bid. Prices shall be calculated as follows: The bidders unit bid price shall be multiplied by the line item quantity to obtain the line item total. If more than one line item is included in the bid document, each line item total shall be added together for a total price for all line items bid. The bidder must bid all line items to be considered for an award.

18. Award Criteria

An award shall be made to the lowest responsive and responsible bidder considering the following:

Ability to Perform
Conformity to Specifications
Lowest Composite Score

19. State Contract Administrator

Questions or problems arising from bid procedures or subsequent order and delivery procedures should be directed to:

State of Tennessee
Department of General Services, Central Procurement Office
3rd Floor, William R. Snodgrass, Tennessee Tower
312 Rosa L. Parks Avenue
Nashville, TN 37243-1102
Attn:

20. Purchase Order Releases (Agency Term Contract)

Orders for products or services that are included on agency term contracts shall be prepared by agencies on Departmental Purchase Release Orders and forwarded to the vendor/contractor. These purchase orders, when received by the vendor/contractor, serve as authorization for shipment of product(s) or start of service.

Billing Instructions:

The vendor/contractor shall invoice the state only after product has been received by the user agency or upon completion of the service described in the purchase order/contract, unless otherwise authorized in writing by the user agency and as required below prior to any payment.

The contractor shall submit an invoice, with all necessary supporting documentation, to the state agency billing address. Such invoice shall clearly and accurately detail the following required information:

1. Invoice/reference number; (assigned by the contractor);
2. Invoice date;
3. Contract and/or purchase order number; (assigned by the state);

4. Account name;
5. Procuring state agency and division name;
6. Account/customer number (uniquely assigned by the vendor/contractor);
7. To the above-referenced account name;
8. Contractor name;
9. Contractor Identification Number; (as referenced in the contract);
10. Contractor contact (name, phone, and/or fax for the person to contact with billing questions);
11. Contractor remittance address;
12. Description of delivered product(s) or service; and
13. Total amount due for delivered product(s) or service.

The contractor understands and agrees that the invoice shall;

- Include only charges for service described in contract or Purchase Order and in accordance with payment terms and conditions set forth in the contract or purchase order;
- Not include any future work but will only be submitted for completed service, unless otherwise authorized in writing by the user agency; and
- not include sales tax or shipping charges (unless otherwise stipulated in the contract or purchase order).

Payment: The contractor agrees that timeframe for payment (and any discounts) begins when the state is in receipt of a correct invoice meeting the minimum requirements above. It shall be the responsibility of the "bill to" agency to make payment in accordance with the Prompt Payment Act of 1985. Any questions concerning payment should be addressed to the "bill to" agency and not to the Central Procurement Office.

21. Contract Cancellation

Termination for Convenience: The State may terminate this contract without cause. Said termination shall not be deemed a breach of contract by the State. The State shall give the vendor/contractor at least ninety (90) days written notice before the effective cancellation date.

The vendor/contractor shall be entitled to receive compensation for product(s) shipped or services satisfactorily completed as of the cancellation date, but in no event shall the state be liable to the vendor/contractor for compensation for any product(s) or services which have not been rendered.

Upon such termination, the vendor/contractor shall have no right to any actual general, special, incidental, consequential, or any other claims whatsoever of any description or amount.

Termination for Cause: If the vendor/contractor fails to fulfill its obligations under this contract in a timely or proper manner, or if the vendor/contractor violates any terms of this contract, the State shall have the right to immediately terminate the contract upon written notice of intent to cancel. The State shall have the right to withhold payment 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.

At the end of any fiscal year any contract may be canceled by the state without notice, in the event that funds to support the contract become unavailable.

The vendor/contractor will be required to honor all purchase orders that were prepared and dated prior to the date of the termination, if received by the vendor/contractor within a period of thirty (30) days following the date of cancellation.

22. Service Contracts: Conflict 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.

23. Subcontracting

The Contractor shall not assign this Contract or enter into a subcontract for any of the goods or services provided under this Contract without obtaining the prior written approval of the Central Procurement Office. Notwithstanding any use of approved subcontractors, the Contractor shall be the prime contractor and shall be responsible for all work provided.

24. Insurance Required

The successful bidder(s) shall procure and maintain for the duration of the contract, at their own cost and expense insurance against claims for injuries to persons or damages to property including contractual liability which, may arise in connection with the performance of the work performed by the contractor, his agents, representatives, employees or subcontractors under the contract.

The insurance carrier(s) must be licensed to conduct business in the State of Tennessee. The insurance will be evidenced by an original or .pdf format document certificate of insurance. The certificate shall list the State of Tennessee as the certificate holder and must list the company name and address on file with the State. Should any of the policy coverage(s) provided have a major change, expire, or be canceled before the expiration date the Contractor shall fax or email vendor.insurance@tn.gov, a copy of their insurer's cancellation notice within two (2) business days of receipt. The State of Tennessee shall be held harmless for any injuries, claims or judgments against the contractor.

Certificates for liability coverages shall name the State of Tennessee Central Procurement Office as an additional insured. The following Insurance Coverages are required:

Workers' Compensation Insurance: a certificate shall be provided which indicates the contractor provides workers' compensation coverage in compliance with the state laws of Tennessee., and Employer's Liability with the following limits:

E.L. Each Accident\$500,000
E.L. Disease- Each Employee\$500,000
E.L. Disease - Policy Limit\$500,000

General Liability and Property Damage Insurance: Comprehensive General Liability Insurance, including but not limited to, bodily injury, property damage, contractual liability, products liability, with combined single limits of \$500,000 per occurrence with a minimum aggregate of \$1,000,000.

The successful bidder(s) shall provide the Central Procurement Office with an original certificate of insurance or .pdf format document as proof of insurance coverage, as stated above, naming the State of Tennessee, Central Procurement Office as additional insured, within ten (10) business days after request. If the certificate of insurance is in .pdf format, it must be received directly from the insurance company.

Upon award, failure to maintain insurance coverage for the duration of the contract period may result in cancellation of the contract. In the event that the insurance policy on file in the Central Procurement Office expires or is canceled, the contractor will be required to cease work until proof of insurance is presented.

25. Proof of Cost for Parts, Materials, Supplies and Equipment

All parts, materials, supplies and equipment will be billed at vendor/contractor's cost, minus any applicable sales or use tax pursuant to Tennessee Code Annotated, Section 67-6-209, plus fifteen percent (+15%). Reference Standard Term & Condition titled "Taxes".

The vendor shall submit as backup documentation a copy of the original purchase invoice(s) as proof of cost for parts, materials, supplies and equipment. This backup documentation must accompany the invoice in order for the agency to process payment. If the vendor/contractor cannot produce a copy of the original purchase invoice as proof of cost, the state may verify current market value and if necessary, adjust the invoice to reflect fair market price

Discounts, including prompt payment discount offered by suppliers, must be credited to the state in determining the actual cost of the parts, materials, supplies and equipment used for this contract.

26. Specifications Govern Over Brand Names Listed

The acceptable brands and model numbers are believed to meet all written specifications; however, if an error exists, the specifications will govern.

**STATE OF TENNESSEE
DEPARTMENT OF GENERAL SERVICES
CENTRAL PROCUREMENT OFFICE**

**INVITATION TO BID
EFFORTS TO ACHIEVE DIVERSITY BUSINESS ENTERPRISE PARTICIPATION**

The Governor's Office of Diversity Business Enterprise (Go-DBE) is the state's central point of contact to attract and assist minority-owned, woman-owned, Tennessee service-disabled veteran owned, and small business enterprises interested in competing in the State of Tennessee's procurement and contracting activities. These diversity business enterprises are defined as follows:

Minority Business Enterprise (MBE) and Woman Business Enterprise (WBE)

Businesses that are a continuing, independent, for profit business which performs a commercially useful function, and is at least fifty-one percent (51%) owned and controlled by one (1) or more individuals in the minority or woman category who were impeded from normal entry into the economic mainstream because of past practices of discrimination based on race, ethnic background, or gender.

Service-Disabled Veteran Business Enterprise (SDVBE)

"Tennessee service disabled veteran owned business" means a service-disabled veteran owned business that is a continuing, independent, for profit business located in the state of Tennessee that performs a commercially useful function with at least a twenty percent (20%) disability that is service-connected meaning that such disability was incurred or aggravated in the line of duty in the active military, naval or air service.

Small Business Enterprise (SBE)

"Tennessee small business" means a business that is a continuing, independent, for profit business which performs a commercially useful function with residence in Tennessee and has total gross receipts of no more than ten million dollars (\$10,000,000) averaged over a three-year period or employs no more than ninety-nine (99) persons on a full-time basis".

For additional program eligibility information visit,
http://www.tn.gov/businessopp/program_elig.html.

INVITATION TO BID INSTRUCTIONS

As part of this Invitation to Bid, the Respondent should complete the Diversity Utilization Plan, which begins on the following page. To assist in your effort to seek and solicit the participation of diversity businesses on this solicitation, a directory of certified Diversity Business Enterprise firms may be found on the State's website at: <http://www.tn.gov/businessopp/regdivcomp.html> or by calling Go-DBE toll free at 866-894-5026.

**RESPONDENT'S
DIVERSITY UTILAZATION PLAN**

Respondent's Company Name:		
Solicitation Event Name:	Event Number:	
Respondent's Contact Name:	Phone: ()	Email:
Does the Respondent qualify as the diversity business enterprise? <input type="checkbox"/> Yes <input type="checkbox"/> No		
If yes, which designation does the Respondent qualify? <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> SDVBE <input type="checkbox"/> SBE		
Certifying Agency:		

Estimated level of participation by diversity businesses if awarded a contract pursuant to this ITB:

Diversity Business Information (List all subcontractors, joint-ventures, and suppliers)	Percent of Contract	Estimated Amount	MBE/ WBE/ SDVBE/ SBE Designation	Currently Certified (Yes or No)
Business Name:				
Contact Name:				
Contact Phone:				
Business Name:				
Contact Name:				
Contact Phone:				

If awarded a contract pursuant to this ITB, we confirm our commitment to make reasonable business efforts to meet or exceed the commitment to diversity as represented in our Diversity Utilization Plan. We shall assist the State in monitoring our performance of this commitment by providing, as requested, a quarterly report of participation in the performance of this Contract by small business enterprises and businesses owned by minorities, women, and Tennessee service-disabled veterans. Such reports shall be provided to the State of Tennessee Governor's Office of Diversity Business Enterprise in form and substance as required by said office. We further agree to request in writing and receive prior approval from the Central Procurement Office for any changes to the use of the above listed diversity businesses.

Authorized Signature: _____ Date: _____
 Printed Name and Title of Respondent Signatory (above) _____

ATTESTATION REGARDING PERSONNEL USED IN CONTRACT PERFORMANCE

SUBJECT CONTRACT NUMBER:	Sourcing Requisition 40100-0000197640
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.

SIGNATURE & DATE:

 4-16-15

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.

**STATE OF TENNESSEE – DEPARTMENT OF GENERAL SERVICES
PURCHASING DIVISION**

EFFORTS TO ACHIEVE DIVERSITY BUSINESS ENTERPRISE PARTICIPATION

In an effort to expand economic opportunities for small businesses and businesses owned by minorities and women, the Tennessee Code Annotated 12-3-801 through 808, known as the “Tennessee Minority Owned, Woman Owned and Small Business Procurement and Contracting Act”, was codified in 2004. To coordinate the state’s efforts to facilitate greater participation by minority owned, woman owned and small businesses in the state’s procurement and contracting opportunities The Governor's Office of Diversity Business Enterprise (Go-DBE) was created by Executive Order Number 14, on December 8, 2003. In partnership with Go-DBE, the Department of General Services Purchasing Division implements the following procedure:

Vendors or prime contractors must contact appropriate sources within their geographic area to identify qualified minority owned, woman owned and small businesses for this purpose. If needed, the Governor’s Office of Diversity Business Enterprise provides a list of minority owned, woman owned and small businesses who provide an array of services or a recipient may advertise in a newspaper with one or more wide-circulation publications to enhance the solicitation of proposals from minority owned, woman owned and small businesses.

To assist you in your efforts to seek and solicit the participation of minority women or small businesses on the above reference contract, a directory of certified Diversity Business Enterprise firms may be found on the following website: <http://www.tennessee.gov/businessopp/regdivcomp.html> or by calling the Governor’s Office of Diversity Business Enterprise toll free at 866-894-5026. If you are currently utilizing a minority, women or small business that is not listed in the directory, please provide their company name, address and telephone number in the space provided below. We will assist them in registering with the Governor’s Office of Diversity Business Enterprise.

Please complete the attached form and include all pertinent documentation, regarding your company’s efforts to achieve diversity business participation. This information must be submitted with bid document and monthly thereafter until a reasonable level of diversity business participation is achieved.

CONSULTANT/CONTRACTOR DETAILED MBE/WBE/SBE UTILIZATION PLAN

Consultant/Contractor Name Intergraph Corporation		
Invitation to Bid/Contract Number:		Bid Date:
Address 305 Intergraph Way	City: Madison	State: AL Zip Code: 35758
Official Authorized Signature 		MICHAEL PATTEN DIVISIONAL COUNSEL
Project Owner Name:		Project No.:
Address	City:	State: Zip Code:
Authorized Representative:		Title:
Contract Description: (Brief Description of Project)		

PROJECTED MBE/WBE/SBE BID SUMMARY

	%	Amount		Amount
1. Total Dollar Value of the Prime Contract	100%	\$	5. Total MBE Dollar Amount Met	\$
2. MBE Goal Applied to the Contract	%	\$	6. Total WBE Dollar Amount Met	\$
3. WBE Goal Applied to the Contract	%	\$	7. Total MBE Dollar Amount Unmet	
4. MBE/WBE Combined Totals	%	\$	8. Total WBE Dollar Amount Unmet:	

Go-DBE PROGRAM USE ONLY

		Date Approved	Date Disapproved	Initials
MBE (%)	EEO-Minorities (%)			
WBE (%)	EEO-Female (%)			

SECTION 1-MBE INFORMATION: In order to achieve the Diversity Business participation, certified MINORITY-OWNED, WOMEN-OWNED AND SMALL-OWNED BUSINESSES are expected to participate in the following manner.

MBE/WBE/SBE Firm	Description of Work [MBE/WBE/SBE]	Projected Contract Amount and Award Date	Contract Schedule Start Date	Contract Payment Schedule	Project Completion Date
Name: Address: City: State/Zip Code: Telephone No.:		\$ Date:			
Name: Address: City: State/Zip Code: Telephone No.:		\$ Date:			
Name: Address: City: State/Zip Code: Telephone No.:		\$ Date:			