

CONTRACT #1
RFS # 401.00-07116
Edison # 45260

Department of Transportation

VENDOR:
Intergraph Corporation



**STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION**

OFFICE OF GENERAL COUNSEL
SUITE 300, JAMES K. POLK BUILDING
505 DEADERICK STREET
NASHVILLE, TENNESSEE 37243-1402
(615) 741-2941

JOHN C. SCHROER
COMMISSIONER

BILL HASLAM
GOVERNOR

March 27, 2015

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

RE: Intergraph Corporation
TRIMS Applications Software Contract
40100-07116

Ms. Chick,

The referenced contract provides for the TRIMS Applications Software Enhancements and Monthly Maintenance for the Tennessee Department of Transportation. The Contractor was selected through the Sole Source procurement process. The purpose of this contract is to continue the service provided by Intergraph Corporation as the current contract expires June 30, 2015.

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

1. Contract Summary Sheet for a term beginning July 1, 2015 and ending June 30, 2020.
2. A copy of OIR approval for the Intergraph Corporation contract.
3. A copy of the proposed Contract with Intergraph Corporation.
4. A copy of the Special Contract Request requesting the Sole Source procurement.
5. Supplemental Documentation required by your Committee.

Please advise if you have any questions or comments.

Sincerely,



Brian Carroll
Associate General Counsel

Supplemental Documentation Required for
Fiscal Review Committee

*Contact Name:	Mark D Patterson	*Contact Phone:	615-532-3010		
*Presenter's name(s):					
Edison Contract Number: <i>(if applicable)</i>	45260	RFS Number: <i>(if applicable)</i>	Req. 40100-07116		
*Original or Proposed Contract Begin Date:	7/1/15	*Current or Proposed End Date:	6/30/20		
Current Request Amendment Number: <i>(if applicable)</i>	NA				
Proposed Amendment Effective Date: <i>(if applicable)</i>	NA				
*Department Submitting:	Transportation				
*Division:	Information Technology				
*Date Submitted:	03-23-15				
*Submitted Within Sixty (60) days:	Yes				
<i>If not, explain:</i>					
*Contract Vendor Name:	Intergraph Corporation				
*Current or Proposed Maximum Liability:	\$7,000,000.00				
*Estimated Total Spend for Commodities:	\$7,000,000.00				
*Current or Proposed Contract Allocation by Fiscal Year: (as Shown on Most Current Fully Executed Contract Summary Sheet)					
FY: 16	FY: 17	FY: 18	FY: 19	FY 20	
\$2,500,000	\$1,750,000	\$1,250,000	\$1,000,000	\$500,000	
*Current Total Expenditures by Fiscal Year of Contract: (attach backup documentation from Edison)					
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:	20%	Federal:	80%
<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>	
n/a			
Method of Original Award: <i>(if applicable)</i>		Commodities Bid Event	
*What were the projected costs of the service for the entire term of the contract prior to contract award? How was this cost determined?		\$7,000,000. TDOT plans to decrease dependence on Intergraph by performing more development work in-house over the next 5 years.	
*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.		Intergraph is the only potential vendor. Sole Source was approved due the monetary investment and training in the Intergraph software application products used since 1996. Due to the planned decrease in reliance on a consultant for these services, TDOT’s strategy is to remain with the same vendor to maintain continuity of service during this 5 year transition.	



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 D. Patterson
E-mail : mark.d.patterson@tn.gov

DATE : 3/6/15

RE : Request for OIR Pre-Approval Endorsement

Applicable RFS # 40100-07116
OIR Endorsement Signature & Date:
 3/16/15
Chief Information Officer <small>NOTE: Proposed contract/grant support is applicable to the subject IT service technical merit.</small>

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	TDOT
Agency Contact (name, phone, e-mail)	Mark D. Patterson, 615-532-3010, mark.d.patterson@tn.gov
Attachments Supporting Request (mark all applicable)	
<p>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.</p>	
<input type="checkbox"/> Solicitation Document <input checked="" type="checkbox"/> Special Contract Request <input type="checkbox"/> Amendment Request <input checked="" type="checkbox"/> Proposed Contract/Grant or Amendment <input type="checkbox"/> Original Contract/Grant and Previous Amendments (if any)	

Applicable RFS # 40100-07116

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):

- 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.

Intergraph first created TRIMS for TDOT in 1996. In 2008 E-TRIMS was developed as a web based interface, and will soon replace the client TRIMS as the only application for TDOT users. There are 1,200+ users of TRIMS applications including TDOT, FHWA, MPO/RPO's, Consultants, City and County governments, and universities. The applications are developed and supported using Intergraph software products and developers and are not compatible with other vendors' systems. Additional systems include Image Viewer and Straight Line Diagram. A mobile application is also being explored for use by TDOT personnel in the field.

As a part of previous contracts with Intergraph, the State of Tennessee owns the code to the TRIMS application suite, and applications are housed on state servers. In the future, TDOT-IT would like to assume increasing responsibility for support and development of these applications and reduce the dependence on the consultant.

The contract section describing scope of services is section A.1 through A.8 of the contract. TRIMS applications descriptions are found in Attachment A.

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.

APPROVED		APPROVED	
CHIEF PROCUREMENT OFFICER	DATE	COMPTROLLER OF THE TREASURY	DATE

Request Tracking 40100-07116	
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, mark.d.patterson@tn.gov 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 products are custom software for collection, analysis, reporting and map visualization of TDOT's road inventory data in the Tennessee Roadway Information Management System (TRIMS application suite).
6. Proposed Contractor	Intergraph Corporation
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

Request Tracking 40100-07116	
8. Proposed Contract Period – with ALL options to extend exercised <i>The proposed contract start date shall follow the approval date of this request.</i>	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	\$ \$7,000,000.00
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 previous software needs and projecting a decrease in cost over the term of the contract as the State takes control. Cost is time and materials for custom software products.
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.	Expiring contract ID # 40100-07116, Intergraph has agreed to continue the current business relationship as per email dated March 2, 2015.

Request Tracking 40100-07116	
18. Explanation of Need for or requirement placed on the State to acquire the goods or services	<p>The State of Tennessee is required by the Highway Bill (currently MAP-21, as amended) to track and report various roadway inventory data to qualify for continuing participation in the Federally Funded Transportation program. Funds for this data collection, management and reporting are shared 80/20 with Federal Highway Administration through State Planning Research (SPR) funds. This data is used throughout the department to manage the state's transportation system. TDOT's base-mapping and roadways inventory data rely on the Intergraph software for collection and processing. The TRIMS suite of applications are required for map visualization of TDOT's road inventory data in the Tennessee Roadway Information Management System.</p>
19. Proposed contract impact on current State operations	<p>The planning, development and maintenance of the State's transportation infrastructure as required for Federal authorization of funding will be interrupted if this system is not maintained and enhanced as needed.</p>

Request Tracking 40100-07116	
<p>20. Justification – Specifically explain why the goods or services should be acquired through the procurement method or contract type selected.</p>	<p>This sole source request is due to the Department's current use of Intergraph products. Intergraph does not use other suppliers for their applications. The TDOT-TRIMS application suite of products contains significant customization to TDOT specifications and similar functionality is not found in off the shelf products. TDOT intends to reduce its reliance on this consultant and transition more development and support of the TRIMS suite in-house at a reduced cost to the State. Changing vendors just prior to this transition would result in dual licensure of the existing and replacement product which will be both cost prohibitive and counter productive and will hinder the State's effort to transition to in-house support of this product.</p>
For No Cost and Revenue Contracts Only	
<p>21. What costs will the State incur as a result of this contract? If any, please explain.</p>	
<p>22. What is the total estimated revenue that the State would receive as a result of this contract?</p>	
<p>23. Could the State also contract with other parties interested in entering substantially the same agreement? Please explain.</p>	<p><input type="checkbox"/> NO <input type="checkbox"/> YES</p>
<p>24. Summary of State responsibilities under proposed contract</p>	
For Sole Source and Proprietary Procurements Only	

Request Tracking 40100-07116	
<p>25. Explanation of Need for or requirement placed on the State to acquire the goods or services</p>	<p>The State of Tennessee is required by the Highway Bill (currently MAP-21, as amended) to track and report various roadway inventory data to qualify for continuing participation in the Federally Funded Transportation program. Funds for this data collection, management and reporting are shared 80/20 with Federal Highway Administration through State Planning Research (SPR) funds. This data is used throughout the department to manage the state's transportation system. TDOT's base-mapping and roadways inventory data rely on the Intergraph software for collection and processing. The TRIMS suite of applications are required for map visualization of TDOT's road inventory data in the Tennessee Roadway Information Management System.</p>
<p>26. Evidence of Contractor's experience & length of experience providing the goods or services to be procured.</p>	<p>Intergraph has been the recipient of the previous two competitive contracts as the only bidder and has provided highly customized software to TDOT.</p>
<p>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.</p>	<p><input type="checkbox"/> NO <input checked="" type="checkbox"/> YES, Method: RFP 5-year Intergraph Corporation 7104 Solution Center Chicago, IL 60677-7001</p>
<p>28. Contractor selection process and efforts to identify reasonable, competitive, procurement alternatives</p>	<p>n/a See 20.</p>
<p>Signature Required for all Special Contract Requests</p>	

Request Tracking 40100-07116

Agency Head Signature and Date – *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:  _____
John C. Schroer, Commissioner

Date: 3/9/15



CONTRACT

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

Begin Date 7/1/15	End Date 6/30/20	Agency Tracking # 40100-07116	Edison Record ID 45260
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Contractor Legal Entity Name Intergraph Corporation	Edison Vendor ID 1310
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Goods or Services Caption (one line only)
TRIMS Applications Software Enhancements and Monthly Maintenance

Subrecipient or Contractor <input type="checkbox"/> Subrecipient <input checked="" type="checkbox"/> Contractor	CFDA #
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Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
2016	\$500,000.00	\$2,000,000.00			\$2,500,000.00
2017	\$350,000.00	\$1,400,000.00			\$1,750,000.00
2018	\$250,000.00	\$1,000,000.00			\$1,250,000.00
2019	\$200,000.00	\$800,000.00			\$1,000,000.00
2020	\$100,000.00	\$400,000.00			\$500,000.00
TOTAL:	\$1,400,000.00	\$5,600,000.00			\$7,000,000.00

Contractor Ownership Characteristics:

Minority Business Enterprise (MBE): African American, Asian American, Hispanic American, Native American

Woman Business Enterprise (WBE)

Tennessee Service Disabled Veteran Enterprise (SDVBE)

Tennessee Small Business Enterprise (SBE): \$10,000,000.00 averaged over a three (3) year period or employs no more than ninety-nine (99) employees.

Other:

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

Competitive Selection

Other

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.

Speed Chart (optional) TX00211160	Account Code (optional)
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**CONTRACT
BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF TRANSPORTATION
AND
INTERGRAPH CORPORATION**

This Contract, by and between the State of Tennessee, Department of Transportation (“State”) and Intergraph Corporation (“Contractor”), is for the provision of software enhancements and Monthly Maintenance for the Tennessee Roadway Information Management System (TRIMS) Suite of Applications which includes TRIMS, E-TRIMS, Tennessee Image Viewer, TRIMS mobile application (under development), and Straight Line Diagram application (under development). These systems are further defined in the "SCOPE." The TRIMS Suite of Applications may be referred to collectively as “TRIMS Applications”. State and Contractor may be referred to individually as a “Party” or collectively as the “Parties” to this Contract.

The Contractor is a For-Profit Corporation
Contractor Place of Incorporation or Organization: Delaware
Contractor Edison Registration ID # 63-0573222

A. SCOPE:

- A.1. The Contractor shall provide all goods or services and deliverables as required, described, and detailed below and shall meet all service and delivery timelines as specified by this Contract.
- A.2. The Contractor shall perform the services as defined herein for Tennessee Roadway Information Management System (TRIMS) Suite of Applications. The TRIMS Applications descriptions are found in Attachment A.
- A.3. TRIMS Applications software enhancements may be performed based on written task orders issued by the State and accepted by the Contractor. Any software enhancements will be performed on the licensed, unaltered release of the software comprising TRIMS Applications. A workflow and process for Software Enhancements can be found in Attachment B.
- A.4. The Contractor shall assist in the development of design specifications for TRIMS Applications software enhancements and perform duties and tasks as directed by the State to meet mandatory reporting or system requirements.

The Contractor shall assist management and users as needed in providing queries and custom reports from TRIMS data and provide additional documentation and training as requested.

- A.5. Contractor Test Environment. The Contractor shall maintain a fully operational test version of the TRIMS Applications which is as identical as possible to the State’s production environment, at their primary business location.
- A.6. Contractor Readiness. The Contractor shall be prepared to start on the first task order within thirty (30) days of contract acceptance and approval.
- A.7. TRIMS Applications Software Corrections and Compatibility Upgrades
 - a. Overview. The Contractor shall provide maintenance for the TRIMS Applications that will consist of custom software defect corrections and TRIMS Applications compatibility upgrades.
 - b. Definition. TRIMS Applications maintenance for custom software defect corrections will entitle the State to the correction of a Contractor verified software defect with the licensed, unaltered release of the custom software delivered as part of the TRIMS Applications. Custom Software shall be defined as software written for and delivered as a deliverable to the State. There will be no set maximum limit on the number verified software defects corrected, tested, and delivered to the State by the Contractor during the contract period. There will be

no maximum limit on the number of hours spent by the Contractor necessary to correct verified software defects. Software corrections will be delivered to the State via the most convenient method to be determined by the State. The updated source code may also be requested by the State and must then be delivered by the Contractor.

- c. Compatibility Upgrades. Compatibility upgrades will entitle the State to upgraded versions of the TRIMS Applications software to be compatible with the latest versions of State supported software.

Current State supported software platform includes the following:

- (1) Windows 2008 Server R2
- (2) Windows 7 Professional
- (3) Microsoft Internet Explorer 9, 10, 11
- (4) Oracle Database Server (Version 12C) and Client (Version 11G or greater).
- (5) Microsoft Internet Information Server® (IIS)
- (6) Microsoft .NET 2.0, 2.5, 3.0, 3.5, 4.0, 4.5

All new development will be in the State's currently supported architecture.

- d. Prior to delivery to the State, the Contractor will test and verify at the Contractor's site that any new TRIMS Applications are functional on the designated software platforms. There will be no set maximum limit on the number of software modifications necessary to make TRIMS Applications functional on the State supported software platforms. The compatibility upgrades will be accomplished only at the direction of the State's Product Owner and will not be accomplished unless the Product Owner directs the Contractor to do so.
- e. Issue/Bug Tracking. The Contractor shall provide Web access to an issue/bug tracking system so the State can submit and review the status of issues/bugs with TRIMS Applications.

A.8 Support. Contractor shall have project management and support personnel available for phone and email consultation during the hours of 8am to 4pm CST, Monday through Friday, excluding State holidays.

A.9 Glossary of Terms. Acronyms and technical terms mentioned in the Pro Forma Contract and its attachments are defined in Attachment C.

A.10. Warranty. Contractor represents and warrants that throughout the Term of this Contract ("Warranty Period"), the goods or services provided under this Contract shall conform to the terms and conditions of this Contract. Any nonconformance of the goods or services to the terms and conditions of this Contract shall constitute a "Defect" and shall be considered "Defective." If Contractor receives notice of a Defect during the Warranty Period, then Contractor shall correct the Defect, at no additional charge.

Contractor represents and warrants that all goods or services provided under this Contract shall be provided in a timely and professional manner, by qualified and skilled individuals, in conformity with standards generally accepted in Contractor's industry.

If Contractor fails to provide the goods or services as warranted, then Contractor will re-provide the goods or services at no additional charge. If Contractor is unable or unwilling to re-provide the goods or services as warranted, then the State shall be entitled to recover the fees paid to Contractor for the Defective goods or services.

A.11. Inspection and Acceptance. The State shall have the right to inspect all goods or services provided by Contractor under this Contract. If, upon inspection, the State determines that the goods or services are Defective, the State shall notify Contractor, and Contractor shall re-deliver the goods or provide the services at no additional cost to the State. If after a period of thirty (30) days following delivery of goods or performance of services the State does not provide a notice of any Defects, the goods or services shall be deemed to have been accepted by the State.

B. TERM OF CONTRACT:

This Contract shall be effective on July 1, 2015 (“Effective Date”) and extend for a period of sixty (60) months after the Effective Date (“Term”). The State shall have no obligation for goods or services provided by the Contractor prior to the Effective Date.

C. PAYMENT TERMS AND CONDITIONS:

C.1. Maximum Liability. In no event shall the maximum liability of the State under this Contract exceed seven million dollars (\$7,000,000.00) (“Maximum Liability”). This Contract does not grant the Contractor any exclusive rights. The State does not guarantee that it will buy any minimum quantity of goods or services under this Contract. Subject to the terms and conditions of this Contract, the Contractor will only be paid for goods or services provided under this Contract after a purchase order is issued to Contractor by the State or as otherwise specified by this Contract.

C.2. Compensation Firm. The payment methodology in Section C.3. of this Contract shall constitute the entire compensation due the Contractor for all goods or services provided under this Contract regardless of the difficulty, materials or equipment required. The payment methodology includes all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Contractor.

C.3. Payment Methodology. The Contractor shall be compensated based on the payment methodology for goods or services authorized by the State in a total amount as set forth in Section C.1.

a. The Contractor’s compensation shall be contingent upon the satisfactory provision of goods or services as set forth in Section A.

b. The Contractor shall be compensated based upon the following payment methodology:

Goods or Services Description			Amount (per compensable increment)		
Service Description			Amount (per compensable increment)		
	July 1, 2015 – June 30, 2016	July 1, 2016– June 30, 2017	July 1, 2017 – June 30, 2018	July 1, 2018 – June 30, 2019	July 1, 2019 – June 30, 2020
Project Manager	\$180.00 /HOUR	\$185.40/HOUR	\$190.96 /HOUR	\$196.69 /HOUR	\$202.59 /HOUR
Project Administrator	\$75.00 /HOUR	\$77.25 /HOUR	\$79.57 /HOUR	\$81.95 /HOUR	\$84.41 /HOUR
Quality Assurance Lead	\$190.00 /HOUR	\$195.70 /HOUR	\$201.57 /HOUR	\$207.62 /HOUR	\$213.85 /HOUR
Data Specialist	\$225.00 /HOUR	\$231.75 /HOUR	\$238.70 /HOUR	\$245.86 /HOUR	\$253.24 /HOUR
Data Implementation Lead	\$150.00 /HOUR	\$154.50 /HOUR	\$159.14 /HOUR	\$163.91 /HOUR	\$168.83 /HOUR
Oracle Database Administrator	\$130.00 /HOUR	\$133.90 /HOUR	\$137.92 /HOUR	\$142.05 /HOUR	\$146.32 /HOUR

System Architect	\$218.00 /HOUR	\$224.54 /HOUR	\$231.28 /HOUR	\$238.21 /HOUR	\$245.36 /HOUR
Industry Consultant	\$175.00 /HOUR	\$180.25 /HOUR	\$185.66 /HOUR	\$191.23 /HOUR	\$196.96 /HOUR
Senior Software Developer	\$175.00 /HOUR	\$180.25 /HOUR	\$185.66 /HOUR	\$191.23 /HOUR	\$196.96 /HOUR
Software Developer	\$135.00 /HOUR	\$139.05 /HOUR	\$143.22 /HOUR	\$147.52 /HOUR	\$151.94 /HOUR
Jr. Software Developer	\$110.00 /HOUR	\$113.30 /HOUR	\$116.70 /HOUR	\$120.20 /HOUR	\$123.81 /HOUR
Technical Lead	\$175.00 /HOUR	\$185.66 /HOUR	\$185.66 /HOUR	\$191.23 /HOUR	\$196.96 /HOUR
Training Specialist	\$120.00 /HOUR	\$123.60 /HOUR	\$127.31 /HOUR	\$131.13 /HOUR	\$135.06 /HOUR
Technical Writer	\$110.00 /HOUR	\$113.30 /HOUR	\$116.70 /HOUR	\$120.20 /HOUR	\$123.81 /HOUR
Quality Assurance Analyst	\$90.00 /HOUR	\$92.70 /HOUR	\$95.48 /HOUR	\$98.35 /HOUR	\$101.30 /HOUR
Support Analyst	\$90.00 /HOUR	\$92.70 /HOUR	\$95.48 /HOUR	\$98.35 /HOUR	\$101.30 /HOUR
Monthly Maintenance	\$17,500.00 /MONTH	\$18,025.00 /MONTH	\$18,565.75 /MONTH	\$19,122.72 /MONTH	\$19,696.40 /MONTH

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

d. Service descriptions listed above are defined in Attachment D.

C.4. Travel Compensation. The Contractor shall not be compensated or reimbursed for travel time, travel expenses, meals, or lodging.

C.5. Invoice Requirements. The Contractor shall invoice the State only for goods delivered and accepted by the State or services satisfactorily provided at the amounts stipulated in Section C.3., above. Contractor shall submit invoices and necessary supporting documentation, no more frequently than once a month, and no later than thirty (30) days after goods or services have been reviewed and approved by the following:

Ann Epperson, Product Owner
 TDOT IT Division
 505 Deaderick Street, Suite 500
 Nashville, TN 37243-0344
 Phone: 615-253-2470
 Fax: 615-532-3213
 Email: ann.epperson@tn.gov

1. Each invoice, on Contractor's letterhead, shall clearly and accurately detail all of the following 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: Tennessee Department of Transportation, IT Division;
- (5) Customer account number (assigned by the Contractor to the above-referenced Customer);
- (6) Contractor name;
- (7) Contractor Tennessee Edison registration ID number;
- (8) Contractor contact for invoice questions (name, phone, or email);
- (9) Contractor remittance address;
- (10) Description of delivered goods or services provided and invoiced, including identifying information as applicable;
- (11) Number of delivered or completed units, increments, hours, or days as applicable, of each good or service invoiced;

- (12) Applicable payment methodology (as stipulated in Section C.3.) of each good or service invoiced;
- (13) Amount due for each compensable unit of good or service; and
- (14) Total amount due for the invoice period.

2. Contractor's invoices shall:

- (1) Only include charges for goods delivered or services provided as described in Section A and in accordance with payment terms and conditions set forth in Section C;
- (2) Only be submitted for goods delivered or services completed and shall not include any charge for future goods to be delivered or services to be performed;
- (3) Not include Contractor's taxes, which includes without limitation Contractor's sales and use tax, excise taxes, franchise taxes, real or personal property taxes, or income taxes; and
- (4) Include shipping or delivery charges only as authorized in this Contract.

- c. The timeframe for payment (or any discounts) begins only when the State is in receipt of an invoice that 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 other matter. A payment by the State shall not be construed as acceptance of goods delivered, any part of the services 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 that is determined by the State, on the basis of audits conducted in accordance with the terms of this Contract, to not constitute proper compensation for goods delivered or services provided.

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 that 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, properly completed documentation.

- a. The Contractor shall complete, sign, and present to the State an "Authorization Agreement for Automatic Deposit Form" provided by the State. By doing so, the Contractor acknowledges and agrees that, once this 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.
- b. The Contractor shall complete, sign, and present to the State a "Substitute W-9 Form" provided by the State. The taxpayer identification number in the Substitute W-9 Form must be the same as the Contractor's Federal Employer Identification Number or Tennessee Edison Registration ID.

D. MANDATORY TERMS AND CONDITIONS:

D.1. Required Approvals. The State is not bound by this Contract until it is duly approved by the Parties and all appropriate State officials in accordance with applicable Tennessee laws and regulations. Depending upon the specifics of this Contract, this may include approvals by the Commissioner of Finance and Administration, the Commissioner of Human Resources, the Comptroller of the Treasury, and the Chief Procurement Officer. Approvals shall be evidenced by a signature or electronic approval.

D.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. All communications, regardless of method of transmission, shall be addressed to the respective Party at the appropriate mailing address, facsimile number, or email address as stated below or any other address provided in writing by a Party.

The State:

TECHNICAL:

Ann Epperson, Product Owner
TDOT IT Division
505 Deaderick Street, Suite 500
Nashville, TN 37243-0344
Phone: 615-253-2470
Fax: 615-532-3213
Email: ann.epperson@tn.gov

ADMINISTRATIVE:

Mark Patterson, IT Business Services Manger
TDOT IT Division
505 Deaderick Street, Suite 500
Nashville, TN 37243-0344
Phone 615-532-3010
Fax: 615-532-3213
Email: mark.d.patterson@tn.gov

The Contractor:

Michael A. Patton
Divisional Counsel
Intergraph Corporation
Attn: Legal Department
305 Intergraph Way
Madison, AL 35758
Phone: 253-730-1214
Fax: 253-730-8991
Email: Michael.patton@intergraph.com

Karin Goodwin, PMP
Transportation Program Manager
Intergraph Corporation
305 Intergraph Way
Madison, AL 35758
Phone: 256-730-1503
Fax: 253-730-7308
Email: Karin.goodwin@intergraph.com

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

D.3. Modification and Amendment. This Contract may be modified only by a written amendment signed by all Parties and approved by all applicable State officials.

D.4. Subject to Funds Availability. The Contract is subject to the appropriation and availability of State or federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate this Contract upon written notice to the Contractor. The State's exercise of its right to terminate this Contract shall not constitute a breach of Contract by the State. Upon receipt of the written notice, the Contractor shall cease all work associated with the Contract. If the State terminates this Contract due to lack of funds availability, the Contractor shall be entitled to compensation for all conforming goods requested and accepted by the State and for all satisfactory and authorized services completed as of the termination date. Should the State exercise its right to terminate this Contract due to unavailability of funds, the Contractor shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages of any description or amount.

D.5. Termination for Convenience. The State may terminate this Contract for convenience without cause and for any reason. The State shall give the Contractor at least sixty (60) days written notice before the termination date. The Contractor shall be entitled to compensation for all conforming goods delivered and accepted by the State or for satisfactory, authorized services completed as of the termination date. In no event shall the State be liable to the Contractor for compensation for any goods neither requested nor accepted by the State or for any services neither requested by the State nor satisfactorily performed by the Contractor. In no event shall

the State's exercise of its right to terminate this Contract for convenience relieve the Contractor of any liability to the State for any damages or claims arising under this Contract.

- D.6. 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 materially violates any terms of this Contract ("Breach Condition"), the State shall have the right to immediately terminate the Contract and withhold payments in excess of compensation for completed services or provided goods. Notwithstanding the above, the Contractor shall not be relieved of liability to the State for damages sustained by virtue of any Breach Condition and the State may seek other remedies allowed at law or in equity for breach of this Contract.
- D.7. Assignment and 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 the prior written approval of the State. Notwithstanding any use of the approved subcontractors, the Contractor shall be the prime contractor and responsible for compliance with all terms and conditions of this Contract. The State reserves the right to request additional information or impose additional terms and conditions before approving an assignment of this Contract in whole or in part or the use of subcontractors in fulfilling the Contractor's obligations under this Contract.
- D.8. Conflicts of Interest. The Contractor warrants that no part of the Contractor's compensation 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 under 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 (6) 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 (6) months has been, an employee of the State of Tennessee.

- D.9. 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, creed, color, religion, sex, national origin, or any other classification protected by federal or state law. The Contractor shall, upon request, show proof of nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.10. Prohibition of Illegal Immigrants. The requirements of Tenn. Code Ann. § 12-3-309 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 agrees 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 E, semi-annually during the Term. If the Contractor is a party to more than one contract with the State, the Contractor may submit one attestation that applies to all contracts with the State. All Contractor 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 Term, 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 under this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant to

perform work under this Contract. Attestations obtained from 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. Contractor's 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 Tenn. Code Ann. § 12-3-309 for acts or omissions occurring after its effective date.
 - e. For purposes of this Contract, "illegal immigrant" shall be defined as any person who is not: (i) a United States citizen; (ii) a Lawful Permanent Resident; (iii) a person whose physical presence in the United States is authorized; (iv) allowed by the federal Department of Homeland Security and who, under federal immigration laws or regulations, is authorized to be employed in the U.S.; or (v) is otherwise authorized to provide services under the Contract.
- D.11. 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.
- D.12. 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.13. Progress Reports. The Contractor shall submit brief, periodic, progress reports to the State as requested.
- D.14. Strict Performance. Failure by any Party to this Contract to require, in any one or more cases, 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 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.
- D.15. Independent Contractor. The Parties shall not act as employees, partners, joint venturers, or associates of one another. The Parties are independent contracting entities. Nothing in this Contract shall be construed to create an employer/employee relationship or to allow either Party 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 are not employees or agents of the other Party.
- D.16. Patient Protection and Affordable Care Act. The Contractor agrees that it will be responsible for compliance with the Patient Protection and Affordable Care Act ("PPACA") with respect to itself and its employees, including any obligation to report health insurance coverage, provide health insurance coverage, or pay any financial assessment, tax, or penalty for not providing health insurance. The Contractor shall indemnify the State and hold it harmless for any costs to the State arising from Contractor's failure to fulfill its PPACA responsibilities for itself or its employees.
- D.17. Limitation of State's Liability. The State shall have no liability except as specifically provided in this Contract. In no event will the State be liable to the Contractor or any other party for any lost revenues, lost profits, loss of business, decrease in the value of any securities or cash position, time, money, goodwill, or any indirect, special, incidental, punitive, exemplary or consequential damages of any nature, whether based on warranty, contract, statute, regulation, tort (including but not limited to negligence), or any other legal theory that may arise under this Contract or

otherwise. The State's total liability under this Contract (including any exhibits, schedules, amendments or other attachments to the Contract) or otherwise shall under no circumstances exceed the Maximum Liability. This limitation of liability is cumulative and not per incident.

- D.18. Limitation of Contractor's Liability. In accordance with Tenn. Code Ann. § 12-3-701, the Contractor's liability for all claims arising under this Contract shall be limited to an amount equal to two (2) times the Maximum Liability amount detailed in Section C.1. and as may be amended, PROVIDED THAT in no event shall this Section limit the liability of the Contractor for intentional torts, criminal acts, fraudulent conduct, or omissions that result in personal injuries or death.
- D.19. Hold Harmless. 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 to enforce the terms of this Contract.

In the event of any suit or claim, the Parties shall give each other immediate notice and provide all necessary assistance to respond. The failure of the State to give notice shall only relieve the Contractor of its obligations under this Section to the extent that the Contractor can demonstrate actual prejudice arising from the failure to give notice. This Section shall not grant the Contractor, through its attorneys, the right to represent the State in any legal matter, as the right to represent the State is governed by Tenn. Code Ann. § 8-6-106.

- D.20. 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"). The obligations set forth in this Section shall survive the termination of this Contract.
- 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 the information without entering into a business associate agreement or signing another 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.

- D.21. Tennessee Consolidated Retirement System. Subject to statutory exceptions contained in Tenn. Code Ann. §§ 8-36-801, *et seq.*, the law governing the Tennessee Consolidated Retirement System ("TCRS"), provides that if a retired member of TCRS, or of any superseded system administered by TCRS, or of any local retirement fund established under Tenn. Code Ann. §§ 8-35-101, *et seq.*, 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 Term.

D.22 Tennessee Department of Revenue Registration. The Contractor shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 – 608. Compliance with applicable registration requirements is a material requirement of this Contract.

D.23. 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.

D.24. Force Majeure. “Force Majeure Event” means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the Party except to the extent that the non-performing Party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing Party through the use of alternate sources, workaround plans or other means. A strike, lockout or labor dispute shall not excuse either Party from its obligations under this Contract. Except as set forth in this Section, any failure or delay by a Party in the performance of its obligations under this Contract arising from a Force Majeure Event is not a default under this Contract or grounds for termination. The non-performing Party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the Party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Contractor’s representatives, suppliers, subcontractors, customers or business apart from this Contract is not a Force Majeure Event under this Contract. Contractor will promptly notify the State of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the State within one (1) day of the inception of the delay) that a Force Majeure Event has occurred, and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Contractor’s performance longer than forty-eight (48) hours, the State may, upon notice to Contractor: (a) cease payment of the fees until Contractor resumes performance of the affected obligations; or (b) immediately terminate this Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Contractor will not increase its charges under this Contract or charge the State any fees other than those provided for in this Contract as the result of a Force Majeure Event.

- D.25. State and Federal Compliance. The Contractor shall comply with all applicable state and federal laws and regulations in the performance of this Contract.
- D.26. Governing Law. This Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The Tennessee Claims Commission or the state or federal courts in Tennessee shall be the venue for all claims, disputes, or disagreements arising under this Contract. The Contractor acknowledges and agrees that any rights, claims, or remedies against the State of Tennessee or its employees arising under this Contract shall be subject to and limited to those rights and remedies available under Tenn. Code Ann. §§ 9-8-101 - 407.
- D.27. Entire Agreement. This Contract is complete and contains the entire understanding between the Parties relating to its subject matter, 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, whether written or oral.
- D.28. 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 of this Contract shall not be affected and shall remain in full force and effect. The terms and conditions of this Contract are severable.
- D.29. Headings. Section headings of this Contract are for reference purposes only and shall not be construed as part of this Contract.
- D.30. Incorporation of Additional Documents. Each of the following documents is included as a part of this Contract by reference. In the event of a discrepancy or ambiguity regarding the Contractor's duties, responsibilities, and performance under this Contract, these items shall govern in order of precedence below:
- a. any amendment to this Contract, with the latter in time controlling over any earlier amendments;
 - b. this Contract with any attachments or exhibits (excluding the items listed at subsections c. through f., below);
 - c. any clarifications of or addenda to the Contractor's proposal seeking this Contract;
 - d. the State solicitation, as may be amended, requesting responses in competition for this Contract;
 - e. any technical specifications provided to proposers during the procurement process to award this Contract; and,
 - f. the Contractor's response seeking 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, the special terms and conditions shall be subordinate to the Contract's other terms and conditions.
- E.2. Ownership of Software and Work Products.
- a. Definitions.
 - (1) "Contractor-Owned Software," shall mean commercially available software or Industryware the rights to which are owned by Contractor, including but not limited to commercial "off-the-shelf" software which is not developed using State's money or resources.
 - (2) "Custom-Developed Application Software," shall mean customized application software developed by Contractor solely for State.
 - (3) "Rights Transfer Application Software," shall mean any pre-existing application software owned by Contractor or a third party, provided to State and to which

Contractor will grant and assign, or will facilitate the granting and assignment of, all rights, including the source code, to State.

- (4) "Third-Party Software," shall mean software not owned by the State or the Contractor.
- (5) "Work Product," shall mean all deliverables exclusive of hardware, such as software, software source code, documentation, planning, etc., that are created, designed, developed, or documented by the Contractor exclusively for the State during the course of the project using State's money or resources, including Custom-Developed Application Software. If the deliverables under this Contract include Rights Transfer Application Software, the definition of Work Product shall also include such software. Work Product shall not include Contractor-Owned Software or Third-Party Software.

b. Rights and Title to the Software

- (1) All right, title and interest in and to the Contractor-Owned Software shall at all times remain with Contractor, subject to any license granted under this Contract. For avoidance of doubt, all Industryware shall be identified as such by the Contractor in all Statements of work, Task Orders, and any other documentation that may pertain to this contract.
- (2) All right, title and interest in and to the Work Product, and to modifications thereof made by State, including without limitation all copyrights, patents, trade secrets and other intellectual property and other proprietary rights embodied by and arising out of the Work Product, shall belong to State. To the extent such rights do not automatically belong to State, Contractor hereby assigns, transfers, and conveys all right, title and interest in and to the Work Product, including without limitation the copyrights, patents, trade secrets, and other intellectual property rights arising out of or embodied by the Work Product. Contractor and its employees, agents, contractors or representatives shall execute any other documents that State or its counsel deem necessary or desirable to document this transfer or allow State to register its claims and rights to such intellectual property rights or enforce them against third parties.
- (3) All right, title and interest in and to the Third-Party Software shall at all times remain with the third party, subject to any license granted under this Contract.

c. The Contractor may use for its own purposes the general knowledge, skills, experience, ideas, concepts, know-how, and techniques obtained and used during the course of performing under this Contract. The Contractor may develop for itself, or for others, materials which are similar to or competitive with those that are produced under this Contract.

E.3. State Furnished Property. The Contractor shall be responsible for the correct use, maintenance, and protection of all articles of nonexpendable, tangible personal property furnished by the State for the Contractor's use under this Contract. Upon termination of this Contract, all property furnished by the State shall be returned to the State in the same condition as when received, less reasonable wear and tear. Should the property be destroyed, lost, or stolen, the Contractor shall be responsible to the State for the fair market value of the property at the time of loss.

IN WITNESS WHEREOF,

Intergraph Corporation:

CONTRACTOR SIGNATURE

DATE

PRINTED NAME AND TITLE OF CONTRACTOR SIGNATORY (above)

DEPARTMENT OF TRANSPORTATION:

JOHN C. SCHROER, COMMISSIONER

DATE

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

DATE

ATTACHMENT A
TRIMS Applications Descriptions

TRIMS Applications Descriptions

TRIMS stands for Tennessee Roadway Information Management System. TRIMS is an Oracle database application which utilizes LRS (linear referencing system) and Oracle's spatial option to maintain and view critical roadway data. The TRIMS application is a client/server application written in Sybase PowerBuilder. TRIMS provides users with a view of roadway data, traffic, bridges, crashes, railroad grade crossings, pavement conditions. The TRIMS application provides the ability to display roadway data in a graphical format on a Tennessee State map using Intergraph GeoMedia software. From the map, users are able to identify key features and view pertinent data, ImageViewer images, and documents to which the feature is associated. TRIMS data is maintained through updates performed in Route Modification and Field Check Processing modules. Enhancements and modifications to TRIMS continue each year as Federal requirements for roadway data change.

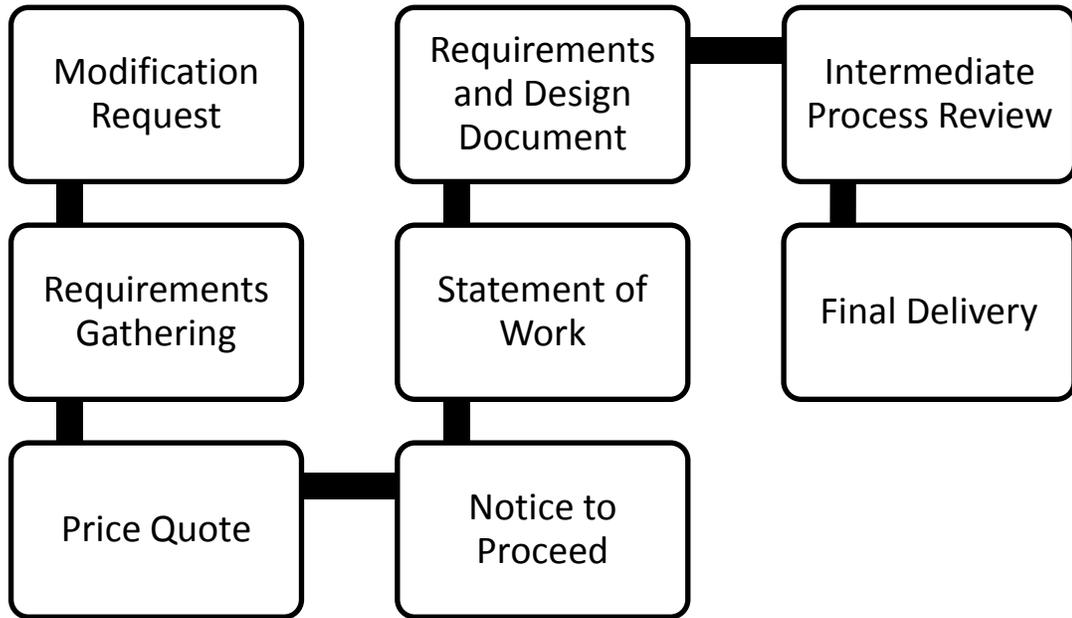
E-TRIMS is a read-only Web application providing access to TDOT's roadway inventory data over the Internet with a secure login. The first version of this application was delivered in September 2008. It was developed to provide a simple, uncluttered GUI for data access which does not require log mile (LRS) information to generate desired results. E-TRIMS continues to be enhanced as an end user application for mapping, planning, analysis, and reporting. It is strategically positioned to replace the read-only inquiry capabilities in TRIMS.

Image Viewer was developed to replace the aging Photolog application. It is a Web application accessible over the Internet with a secure login. Image Viewer images are digital roadway photographs taken of all interstates and state routes. Image Viewer provides the user the ability to virtually "drive down" a Tennessee Highway. TRIMS data and aerial imagery are synchronized with the image of the roadway to provide a complete assessment of the area being viewed.

Straight Line Diagram is an application under development for visualization of roadway data for planning and analysis. This application will work in conjunction with the Image Viewer application or stand-alone as a secure Internet accessible application.

Mobile Web Application is an application under development for use in the field. It will notify the user of their current route/logmile and associated data while in the field.

Software Enhancement Process



Software Enhancement Process

Phase 1 – Modification Request

The State shall submit modification request(s) to the Contractor to initiate a possible task order. These modification requests may include applicable attachments depending on the complexity. The Contractor shall have a minimum of seven (7) days to review the modification request before the formal requirements gathering session.

Phase 2 – Requirements Gathering

If the task order includes changes to database design or software source code, the State may require an onsite visit for requirements gathering.

The Contractor's requirements gathering process involves determining the needs or conditions to meet for a new or altered product, taking into account of the possibility of conflicting requirements of the various stakeholders. The requirements must be actionable, measurable, testable, related to identified business needs or opportunities, and defined to a level of detail sufficient for system design.

Phase 3 – Price Quote

The Contractor shall submit a price quote for each modification request. The Contractor shall not combine modification requests into a single price quote without permission from the State. Alternatively, the State may request more than one modification request be combined into a single price quote. All price quotes from the Contractor must include applicable assumptions, hours by labor category, and adhere to the rate schedule in C.3.b.

Phase 4 – Notice to Proceed

The State shall, at its sole discretion, decide which modification request will be performed by the Contractor. The State will issue a Notice to Proceed to authorize the Contractor to proceed with the task order.

Phase 5 – Statement of Work

The Contractor shall provide a written Statement of Work to include an objective, scope, detailed definition of the task, project schedule, and product deliverables with associated payment schedule.

If the task order includes changes to database design or software source code, the State may require an onsite visit for the review of the statement of work.

Upon approval and signature of Statement of Work by the State, the Contractor can proceed with the Requirements and Design Document for the task order.

Phase 6 – Requirements and Design Document

The Contractor shall provide:

1. Requirements and Design document consisting of software requirements, software design, and database design sections. The software requirements section lists each software addition, change, or deletion with a brief synopsis. The software design section includes the detailed steps (may include example screen shots where needed) required to achieve the software design requirements. The database design section includes proposed changes to the database structure.
2. Traceability Matrix which matches software design with software requirements. This document demonstrates how the software meets the State's acceptance criteria.
3. Schedule identifying the tasks. A schedule may be requested by the State at any time during the task order and shall be provided by the Contractor. The Contractor shall deliver an updated schedule whenever changes are made to the original schedule.

If the task order includes changes to database design or software source code, the State may require an onsite visit for review of the requirements and design document. The Contractor shall deliver the Requirements and Design Document via email at least (3) three business days before the scheduled review with the State.

Phase 7 – Intermediate Review

If the task order includes changes to database design or software source code, the State may require an onsite visit for the intermediate progress review. If the task order includes incremental development stages, a review will be conducted by the State at the end of each prescribed interval to ensure product is adhering to acceptance criteria during development.

Deliverables:

The Contractor shall provide media that must include:

1. Database folder
 - a. SQL statement(s) applicable to the delivery
 - b. Word document describing SQL statement(s)
2. Documents folder containing the final task order design.
3. Software release folder containing release notes, setup.exe and associated files for installing the new release of the software.
4. Contractor may include other folders/files as appropriate.

Phase 8 – Final Delivery

If the task order includes changes to database design or software source code, the State may require an onsite visit for final delivery.

Deliverables:

1. The Contractor shall provide media that must include:
 - a. Database folder
 - i. SQL statement(s) applicable to the delivery
 - ii. Word document describing SQL statement(s)
 - b. Documents folder containing the final task order design.
 - i. Statement of Work
 - ii. Requirements and Design Document
 - iii. Test Procedures
 - iv. Release notes describing Date of release, version number, description of new, modified or deleted features, and any additional notes

- v. Copy of updated data dictionary
 - vi. Final updated Traceability Matrix
 - c. Software release folder containing setup.exe and associated files for installing the new release of the software.
 - d. Contractor may include other folders/files as appropriate.
2. With each final delivery, the Contractor shall provide the source code on separate media for the entire system.

ATTACHMENT C ACRONYMS AND TECHNICAL TERMS

Glossary of Terms

360 Images - Unobstructed panoramic views of road intersections and railroad crossings.

GIS - Integrates hardware, software, and data for capturing, managing, analyzing, and displaying all forms of geographically referenced information.

GUI – A Graphical User Interface is a graphical (rather than purely textual) user interface to a computer.

HPMA – Highway Pavement Management Application, a Federal program, uses pavement condition data to determine current and future road and network condition; define a set of Maintenance and Rehabilitation (M&R) needs of the network's priorities and budget for the M&R treatments and development of the M&R program of projects.

HPMS - The Highway Performance Monitoring System is a Federal Highway Administration information system that includes data on the extent, condition, performance, use, and operating characteristics of the Nation's highways.

HSIP - The Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users , which was signed into law on August 10, 2005, established the Highway Safety Improvement Program (HSIP) as a core Federal-aid program. The overall purpose of this program is to achieve a significant reduction in traffic fatalities and serious injuries on all public roads through the implementation of infrastructure-related highway safety improvements.

LIDAR - Light Detection and Ranging is an optical remote sensing technology that measures properties of scattered light to find range and/or other information of a distant target.

LRS - Linear Reference System is a reference system in which features are localized by a measure along a linear element. Each feature is localized by either a point known as a "milepoint" or a linear event "segment".

Photolog – A photographic log of roadways comprised of pictures that may be viewed individually or sequentially (appears to be a video).

Spatial Option - An option for Oracle Enterprise Edition that provides advanced features to support high-end GIS.

SQL – Structured Query Language is a database computer language designed for managing data in relational database management systems.

Subject Matter Expert - a person who is an expert in a particular area.

Traceability Matrix - a document, usually in the form of a table, which correlates any two baselined documents that require a many to many relationship to determine the completeness of the relationship.

**ATTACHMENT D
SERVICE DESCRIPTIONS**

Definition of Personnel

Project Manager

Responsible for customer-contract development or customer-contract systems implementation projects. Oversees financial operations, scheduling requirements, resource, and staffing requirements, and integration efforts for one or more project plan(s). Will act as the primary project interface to the customer to ensure the overall project plan and contractual commitments are met. Receives assignments in the form of project objectives and will be responsible for meeting pre-defined costs and target dates. Provides progress reports to State upon request.

Training and Experience:

Bachelor's Degree in a related field with 12 or more years of applicable experience. Masters Degree or Project Management Professional (PMP) certification preferred.

Project Administrator

Responsible for administrative functions in business related areas, including but not limited to sales, program/project management, or general administration.

Incumbent uses professional concepts and Company policies and procedures to solve a variety of problems. Works on problems of limited scope where analysis of situation or data requires evaluation of identifiable factors. Incumbent exercises judgment within defined practices and procedures to determine appropriate action. Generally receives general instructions on routine work and detailed instructions on new assignments.

Training and Experience:

Bachelor's Degree in a related discipline with 1 or more years of relative experience.

Quality Assurance Lead

Performs inspections and sets quality assurance testing models for analysis of products in process, and finished products. Demonstrates expertise in a variety of the field's concepts, practices, and procedures. Relies on extensive experience and judgment to plan and accomplish goals. Performs a variety of tasks. May provide consultation on complex projects.

Training and Experience:

Bachelor's Degree in a related field with 12 or more years of applicable experience. Master's Degree or other advanced certification is preferred.

Data Specialist

Independently performs as a recognized technical and/or operational expert in the area of technical information management, system integration, operational management, or project management. Assignments will result in studies, evaluations, and recommendations and solutions to highly complex and important engineering, technical or operational problems.

Training and Experience:

Bachelor's Degree and 15 years related experience or 20 years of related experience. Master's Degree is preferred

Data Implementation Lead

Independently performs as a recognized technical and/or operational expert in the area of technical information management, system integration, operational management, or project management. Assignments will result in studies, evaluations, and recommendations and solutions to highly complex and important engineering, technical or operational problems.

Training and Experience:

Bachelor's Degree in a related field with 8 or more years of applicable experience. Master's Degree or other advanced certification is preferred

Oracle Database Administrator

Independently installs, patches, and maintains Oracle RDBMS software. Creates physical databases, as well as the schemas and objects within the database. Provisions databases and tables. Monitors the database, listeners, and underlying physical components against performance and availability thresholds. Ensures physical backups are complete on a regularly scheduled basis and performing recovery of the database binaries as required. Troubleshoots issues related to the database and underlying technology stack. Creates user accounts within the database and grants roles and privileges. Remediates security issues pertaining to the database and software applications.

Training and Experience:

Minimum Bachelor's Degree in engineering or computer science, advanced degree preferred. 5+ years of hands-on experience as an Oracle Database Administrator supporting a three tier (web, application, and database) IT infrastructure.

System Architect

Responsible for work on substantial systems related projects. Selects, evaluates, and implements procedures and techniques used on projects. Also responsible for writing reports and specifications, supervising the preparation of architectural plans, and reviewing completed plans and estimates. Familiar with a variety of the field's concepts, practices, and procedures. Relies on extensive experience and judgment to plan and accomplish goals. Performs a variety of tasks. A wide degree of creativity and latitude is expected.

Training and Experience:

Bachelor's Degree in a related field with 12 or more years of applicable experience. Master's Degree or other advanced certification is preferred.

Industry Consultant

Works in collaboration with management and senior level individual contributors of a customer and/or the Company to plan, conduct and technically direct projects or major phases of significant Company projects. May coordinate efforts of technical support staff in the performance of assigned projects.

Applies advanced principles, theories, and concepts to highly complex and important issues and/or problems. Provides studies, evaluations, and recommendations to the solutions of these problems. Contributes to the development of new principles and concepts. Incumbent's opinions

regarding industry trends, commercial applications, system proposals, or programming/software development, etc., are highly valued.

May work in a consultative mode with executives in a customer organization to formulate business, organization, and technology strategies. May work as a systems integrator responsible for the design and development of solutions and architecture to the product or service problems of the customer, as well as writing programs and providing software services and technology expertise needed to implement product solutions.

Training and Experience:

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

Senior Software Developer

Under limited supervision, plans and conducts complex programming/software assignments in the development of software products. Assignments will be in one or more of the following areas: designing and/or programming user interfaces, databases, network communications, and use of graphics tools and application software for related markets. May write test plans for certifying new software; may conduct test on new software. Assignments require the use of independent judgment and the full use and application of programming software principles, theories and concepts.

Training and Experience:

Bachelor's Degree in computer science or related technical discipline with 10 or more years of applicable experience; advanced degree is preferred. Three+ years hands-on experience with Sybase PowerBuilder, Visual Studio 2005 and later, VB.NET, JavaScript and AJAX

Software Developer

Under limited supervision, plans and conducts complex programming/software assignments in the development of software products. Assignments will be in one or more of the following areas: designing and/or programming user interfaces, database, network communications and use of graphics tools and application software for related markets. May write test plans for certifying new software; may conduct test on new software. Assignments require the use of independent judgment and the full use and application of programming software principles, theories, and concepts.

Training and Experience:

Bachelor's Degree in computer science or related technical discipline with 8 years of relative experience. Two+ years hands-on experience with Sybase PowerBuilder, Visual Studio 2005 and later, VB.NET, JavaScript, and AJAX.

Jr. Software Developer

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

Training and Experience:

Bachelor's Degree in Computer Science or a related technical discipline with 2 years of relative experience.

Technical Lead

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

Training and Experience:

Bachelor's Degree in computer science or related technical discipline with a minimum of 10 or more years of applicable experience; Master's Degree preferred. Five+ years hands-on experience with Sybase PowerBuilder, Visual Studio 2005 and later, VB.NET, JavaScript, and AJAX.

Training Specialist

Participates in, and conducts technical training programs. Determines training objectives. Writes training programs, including outline, text, handouts, and tests, and designs laboratory exercises. Lectures class on safety, installation, programming, maintenance, and repair of software, and equipment, following outline, handouts and texts. Administers written and practical exams and writes performance reports to evaluate trainees' performance. Familiar with standard concepts, practices, and procedures within a particular field.

Training and Experience:

Bachelor's Degree in a related technical discipline, with 3 or more years of relative experience.

Quality Assurance Analyst

Evaluates and tests new or modified software programs and software development procedures used to verify that programs function according to user requirements and conform to establishment guidelines: Writes, revises, and verifies quality standards and test procedures for program design and product evaluation to attain quality of software economically and efficiently. Reviews new or modified programs, including documentation, diagrams, and flowcharts, to determine if program will perform according to user request and conform to guidelines.

Training and Experience:

Bachelor's Degree in computer science or related technical discipline with 2 years of relative experience.

Support Analyst

System support analyst must have working experience in a State Department of Transportation. The analyst shall have working experience in project management, Power Builder, Oracle, SOL, and GIS software product and shall be a subject matter expert in the

areas of Highway Performance Monitoring System (HPMS) and Highway Safety Improvement Program (HSIP).

Independently, performs as a recognized technical expert in the area of system integration or project management; applies intensive knowledge of hardware and/or software engineering principles. Assignments will result in studies, evaluations, and recommendations and solutions to highly complex and important technical problems. Extensive originality, ingenuity and independent judgment and a sizeable degree of self-direction and decision making are expected.

Training and Experience:

Bachelor's Degree in an engineering or technical discipline with a minimum of 10 years related experience.

Technical Writer

Under general supervision, prepares, writes, edits or translates scientific, technical, or marketing materials for manuals, reports, instruction books and other material related to product marketing, engineering, software applications, manufacturing and other technical and administrative activities.

Work is completed in compliance with deadlines negotiated with management. Analyzes developments in a specific field of activity to determine the need for revisions, corrections, and changes in previously produced materials and the development of new materials and the development of new material. Reviews manuscripts and recommends changes. Selects and recommends graphics, such as, drawings, diagrams, pictures, or charts, to illustrate manuscript. Frequently confers with customer representatives, vendors, technical and marketing personnel, both inside and outside the Company to establish technical specifications and to resolve problems concerned with developing and producing subject material. Exercises some independent judgment in determining objectives and approaches to job assignments.

Training and Experience: Bachelor's Degree with 2 years of relative experience is preferred.

ATTESTATION RE PERSONNEL USED IN CONTRACT PERFORMANCE

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

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. Attach evidence documenting the individual's authority to contractually bind the Contractor, unless the signatory is the Contractor's chief executive or president.

PRINTED NAME AND TITLE OF SIGNATORY

DATE OF ATTESTATION