



**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

**CLAY BRIGHT**  
COMMISSIONER

**BILL LEE**  
GOVERNOR

Krista Lee Carsner, Executive Director  
Fiscal Review Committee  
425 Fifth Avenue North  
Suite G, 102 Cordell Hull Building  
Nashville, TN 37243

RE: Sole Source Contract Request  
Intergraph Corporation d/b/a Hexagon Geospatial – Edison #64353

Dear Ms. Carsner,

The referenced sole source contract request is to provide continuing support, maintenance, and enhancement service for the Tennessee Department of Transportation's Tennessee Roadway Information Management System (TRIMS) software application due to the upcoming expiration of TDOT's contract with the vendor. The TRIMS application suite of products for map visualization of TDOT's road inventory data contains significant customization to TDOT specifications to provide TDOT with the capability to track and report various roadway inventory data to comply with Federal Highway Administration requirements.

The Contractor, Intergraph Corporation d/b/a Hexagon Geospatial, originally was competitively selected through the RFP process to develop this customized application for TDOT. TDOT intends to transition to in-house support of this product, and the purpose of this sole source contract is for the continuation of software support, maintenance, and enhancement development for TDOT's ongoing use of TRIMS during this time.

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

1. Supplemental Documentation Form required by the Committee.
2. STS Endorsement.
3. Approved Special Contract Request form.
4. Summary sheet for proposed contract.
5. Copy of proposed original contract.

Please advise if you have any questions or comments. Thank you for your consideration.

Sincerely,

A handwritten signature in black ink that reads "Clay Bright".

Clay Bright  
Commissioner

**CONTRACT REVIEW  
CHECKLIST EFFECTIVE 2018**

**Proposed non-competitive contracts with a term of more than one year or which contain a provision to allow for extension by either party that would extend the contract beyond 12 months and which have a cumulative value of not less than \$250,000, including all possible extensions; and**

**Any amendment to a contract (meeting the \$250,000 and over one year threshold) must be presented to the Fiscal Review Committee (FRC), 60 days prior to the proposed effective date, if it meets any of the following conditions:**

- **increases or decreases the maximum liability;**
- **extends or shortens the original term of the contract;**
- **changes the entity or name of the entity with which the state is contracting; or**
- **otherwise changes an original contract or amended contract in a substantive manner.**

*If a department or agency is unsure if a contract or amendment meets the criteria of the FRC and should be submitted for review and commit, please contact the FRC staff for a determination.*

**Use the following checklist to ensure copies of the proper documentation has been submitted to the FRC staff:**

**SUMMARY LETTER**

- **Detailing terms of contract or amendment and detailed justification of why the goods or services should be acquired through non-competitive negotiation.**
- **If request is submitted less than 60 days before effective date, a detailed explanation for why the request is late. PLEASE NOTE: LATE SUBMISSIONS WILL BE ROLLED FOR ONE COMMITTEE MEETING AND PLACED LAST ON THE AGENDA.**

**SUPPLEMENTAL DOCUMENTATION FORM – Form must be completely filled out with back-up documentation from Edison of total expenditures on the date submitted. No requests will be placed on the agenda if this form is not complete.**

**APPROVED RULE EXCEPTION REQUESTS (if appropriate)**

**APPROVED OFFICE FOR INFORMATION RESOURCES (OIR), eHEALTH, OR HUMAN RESOURCES PRE-APPROVAL ENDORSEMENT REQUESTS (if appropriate)**

**SPECIAL CONTRACT REQUEST**

**SUMMARY SHEET FOR CONTRACT (original or proposed)**

**N/A ANY REVISED SUMMARY SHEETS**

ORIGINAL CONTRACT

- If *new* non-competitive contract, actual language of the proposed contract (can be in draft form if necessary).

N/A  SUMMARY SHEET FOR EACH PRIOR AMENDMENT

N/A  ALL PRIOR EXECUTED AMENDMENTS

N/A  REQUEST FORM and SUMMARY SHEET FOR PROPOSED AMENDMENT

- If *new* amendment, actual language of the proposed amendment (can be in draft form if necessary).

N/A  COPY OF PERFORMANCE BOND IF REQUIRED IN THE CONTRACT (if performance bond must be renewed each year, a copy of the renewal)

N/A  ANY ADDITIONAL SUPPORTING DOCUMENTS

FULLY EXECUTED COPY OF FINAL DOCUMENT IMMEDIATELY UPON RECEIPT BY THE DEPARTMENT

**FRC STAFF COMMITTEE CONTACT INFORMATION:**

**Fiscal Review Committee  
Cordell Hull Building  
425 5th Avenue North, Suite G-102  
(615) 741-2564 (main line for FRC)  
[FiscalReviewRequest@capitol.tn.gov](mailto:FiscalReviewRequest@capitol.tn.gov)**

[www.capitol.tn.gov/joint/committees/fiscal-review/](http://www.capitol.tn.gov/joint/committees/fiscal-review/)

## Supplemental Documentation Required for Fiscal Review Committee

### Instructions:

1. No contract or contract amendment will be placed on the Committee's agenda for consideration until this form has been fully completed and all back-up documentation has been submitted.
2. Please complete each section as it applies to contracts or amendments that are being submitted. Sections denoted with an asterisk (\*) are considered mandatory. This information should provide for background information on previous actions, if applicable, that have taken place on the contract document and associated amendments.
3. Add rows as necessary.
4. Submit this document, any attachments, your summary letter, and contract documentation for review by the Fiscal Review Committee.
5. **Contact Name:** Enter first and last name of person to contact with questions about this document or any of the submitted information.
6. **Contact Number:** Enter the telephone number (including extension) of the contact person listed.
7. **Presenter's Name(s):** Enter the name of each person who will be presenting this request to the Committee.
8. **Edison Contract Number:** Enter the contract number issued by the Edison system for this document.
9. **RFS Number:** Enter the Edison system issued RFS number for this document.
10. **Original Contract Begin Date:** Enter the beginning date of the original contract or the proposed effective date for new contracts.
11. **Current End Date:** Enter the end date that is currently reflected in Section B.1. of this contract (prior to amendment request if applicable) or the proposed end date for new contracts.
12. **Current Requested Amendment Number:** Enter the amendment number (*if applicable*) that is currently being requested.
13. **Proposed Amendment Effective Date:** Enter the proposed effective date for the requested amendment (*if applicable*).
14. **Department Submitting:** Enter the title of the agency/department submitting this request.
15. **Division:** Enter the title of the division within the agency/department submitting this request.
16. **Date Submitted:** Enter the date the request was sent to Fiscal

## Supplemental Documentation Required for Fiscal Review Committee

Review Committee staff.

17. **Submitted Within Sixty (60) days:** Enter yes or no in this blank if request was submitted within 60 days of the proposed effective date.
18. **If not, explain:** Provide detailed rationale as to why the deadline for submission was not met. **Please Note:** Late submissions will be rolled for one meeting and placed at the end of the agenda.
19. **Contract Vendor Name:** Enter the officially registered vendor name.
20. **Current or Proposed Maximum Liability:** Enter the dollar amount that is reflected on the most current fully executed contract summary sheet and in Section C. 1 or the proposed maximum liability for new contracts.
21. **For commodities contracts, Estimated Total Spend:** Enter the estimated total expenditures for the contract if the contract does not have a “maximum liability.”
22. **Current Contract Allocation by Fiscal Year:** Enter the amounts reflected on the contract summary sheet and the corresponding FY. If no contract summary sheet, enter the estimated spend per fiscal year.  
**\*\*NOTE:** Total of all these columns must add up to maximum liability or estimated total spend as reported in Section 20 or 21 of this document.
23. **Current Total Expenditures by Fiscal Year:** By using Edison enter the amounts that have been expended from this contract by fiscal year breakdown. Not applicable (NA) for new contracts.
24. **Explanation of surplus funds:** If the allocation exceeded the expenditure in any fiscal year, enter the explanation of each surplus funding year.
25. **Explanation of carry forward:** If agency/department has carried forward the surplus funds, enter the authority (and provide copy with this document) of the carry forward provision.
26. **Explanation of overspending contract allocation:** If agency/department has overspent the contract allocation, enter the reasons for excess expenditures and how the funding was attained.
27. **Contract Funding Source/Amount:** Enter the dollar figure in the appropriate category to reflect the source of contract funding.
28. **If Other, please define:** If a dollar amount is placed in the “other” category, please define the source represented.
29. **If Interdepartmental, please define:** If a dollar amount is placed in the “interdepartmental” category, please define all sources represented.
30. **Dates of All Previous Amendments or Revisions:** Enter all dates of prior amendment and revision (*including Contract Summary Sheet revisions*) in this section.
31. **Brief Description of Actions in Previous Amendment or Revision:**

## Supplemental Documentation Required for Fiscal Review Committee

Enter a brief summary of prior amendments or revisions next to the appropriate effective date of the amendment (e.g. increased maximum liability, added scope items, revised contract summary sheet to reflect funding change, etc.).

32. **Method of Original Award:** Enter the procurement method of original award if requesting amendment (e.g. RFP, Special Request).
33. **Projected Cost Prior to Award and Cost Determination Used:** Enter the total cost projected by the department prior to award and explain how the agency arrived at the estimate of expected costs.
34. **For ALL new sole-source contracts, list the number of potential vendors that could provide the service or goods being procured and why those other options were not considered:** List the number of potential vendors that could provide this good or service; efforts to identify reasonable, competitive procurement alternatives; and how the Department determined a sole-source contract was in the best interest of the State.

**Supplemental Documentation Required for  
Fiscal Review Committee**

<b>*Contact Name:</b>	Leslie South, Deputy General Counsel	<b>*Contact Phone:</b>	615-741-2941		
<b>*Presenter's name(s):</b>	Joe Galbato, Deputy Commissioner and CFO Paul Degges, Deputy Commissioner and Chief Engineer Brian Carroll, Legislative Director				
<b>Edison Contract Number: (if applicable)</b>	64353	<b>RFS Number: (if applicable)</b>	N/A		
<b>*Original or Proposed Contract Begin Date:</b>	07/01/2020	<b>*Current or Proposed End Date:</b>	06/30/2023		
<b>Current Request Amendment Number: (if applicable)</b>	N/A				
<b>Proposed Amendment Effective Date: (if applicable)</b>	N/A				
<b>*Department Submitting:</b>	Transportation				
<b>*Division:</b>	Information Technology				
<b>*Date Submitted:</b>					
<b>*Submitted Within Sixty (60) days:</b>	Yes				
<b>If not, explain:</b>	N/A				
<b>*Contract Vendor Name:</b>	Intergraph Corporation d/b/a Hexagon Geospatial				
<b>*Current or Proposed Maximum Liability:</b>	\$4,800,000.00 with all options to extend exercised				
<b>*Estimated Total Spend for Commodities:</b>	N/A				
<b>*Current or Proposed Contract Allocation by Fiscal Year: (as Shown on Most Current Fully Executed Contract Summary Sheet)</b>					
<b>FY: 2021</b>	<b>FY: 2022</b>	<b>FY: 2023</b>	<b>FY:</b>	<b>FY</b>	<b>FY</b>
\$1,010,870.40	\$1,018,070.40	\$919,190.40	\$	\$	\$
<b>*Current Total Expenditures by Fiscal Year of Contract: (attach backup documentation from Edison)</b>					
<b>FY:</b>	<b>FY:</b>	<b>FY:</b>	<b>FY:</b>	<b>FY</b>	<b>FY</b>
\$	\$	\$	\$	\$	\$
<b>IF Contract Allocation has been greater than Contract Expenditures, please give the reasons and explain where surplus funds were spent:</b>			N/A		
<b>IF surplus funds have been carried forward, please give the reasons and provide the authority for the carry forward provision:</b>			N/A		
<b>IF Contract Expenditures exceeded Contract Allocation, please give the reasons and explain how funding was acquired to pay the overage:</b>			N/A		

Supplemental Documentation Required for  
Fiscal Review Committee

<b>*Contract Funding Source/Amount:</b>			
State:	\$1,098,042.24	Federal:	\$1,850,088.96
<i>Interdepartmental:</i>	N/A	<i>Other:</i>	N/A
If "other" please define:		N/A	
If "interdepartmental" please define:		N/A	
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		N/A	
Method of Original Award: <i>(if applicable)</i>		RFP	
*What were the projected costs of the service for the entire term of the contract prior to contract award? How was this cost determined?		Projected 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.	
*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 does not use other suppliers for their applications. The TDOT-TRIMS application suite of products for map visualization of TDOT's road inventory data 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 counterproductive and will hinder the State's effort to transition to in-house support of this product. The existing contract for these services, Edison ID# 45260, is set to expire on 06/30/2020.	

Seq # 641

**RER Technology**

**Subject** 40100 Integraph Corporation

**Priority** 3-Standard

**Status** Approved

**Due Date**

**Approver Status**

**Agency Request Tracking#** 40100-10720

**Procuring Agency** 40100

**Edison Contract ID** 64353

**Contractor Name** Integraph Corporation

**More Information**

Contract language negotiated by CPO Legal

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## Rule Exception Request

Use this document to request changes to Central Procurement Office templates, policies, or other procurement documents or to modify the "necessary contract clauses" identified in Tenn. Comp. R. & Reg. 0690-03-01-.17 ("CPO Rule 17"). Complete this document in conformity with CPO Rule 17, which is available [here](#). Upload the completed document and route for approvals by selecting the appropriate RER e-Form in Edison. For additional guidance, please see the e-Forms Job Aid available online at the following: <https://www.tenmtn.gov/cpo/learning-development/cpo-job-aids.html>. All Rule Exception Requests are subject to review and approval by the Chief Procurement Officer. Rule Exception Requests that propose to modify any of CPO Rule 17's necessary contract clauses shall be subject to review and approval by the Comptroller of the Treasury. Note: If the requested changes involve contracts under a delegation, please use the RER for the DA or DGA templates. Also, any change to the template language regarding the Limitation of Contractor's Liability shall be submitted using the Limitation of Contractor's Liability Request.

<p><b>APPROVED</b></p> <p>[Upload this RER to e-Forms in Edison. Approval will be captured in Edison Workflow.]</p> <hr/> <p>CHIEF PROCUREMENT OFFICER</p>	<p><b>APPROVED</b></p> <p>[Upload this RER to e-Forms in Edison. Approval will be captured in Edison Workflow.]</p> <hr/> <p>COMPTROLLER OF THE TREASURY</p>
Agency request tracking #	40100-10720
1. Procuring Agency	Department of Transportation
2. Edison contract ID #	64353
3. Please select Procurement or Contract Type. (This will be the RER e-Form for routing purposes.)	<input type="checkbox"/> Grant Contract – for contracts involving Grants <input checked="" type="checkbox"/> Technology - for contracts involving technology <input type="checkbox"/> Risk Management - for changes to insurance or indemnification <input type="checkbox"/> Standard – Agency Term Contract or Statewide Contract (use for non-technology contracts for goods or services)
4. Contractor or Grantee	Intergraph Corporation
5. Contract's Effective Date	7/1/2020
6. Contract or grant contract's Term (with ALL options to extend exercised)	60 months
7. Contract's Maximum Liability (with ALL options to extend exercised)	\$ 4,800,000
8. Citation and explanation of the rule(s) for which the exception is requested	Deviation from FA template language
9. Description of requested changes If adding new provisions or modifying existing provisions, insert the new or modified provisions in their entirety. Please provide red-lines or track changes to highlight any deviations from template language.	<p><u>Warranty.</u> Contractor represents and warrants that <del>throughout the term of the warranty this Contract ("Warranty Period"), shall be the greater of the Term of this Contract or any other warranty generally offered by Contractor, its suppliers, or manufacturers to customers of its goods or services.</del> The goods or services provided under this Contract shall conform to the terms and conditions of this Contract <del>throughout the Warranty Period.</del> 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.</p> <p><u>Hold Harmless.</u> The Contractor agrees to indemnify and hold harmless the State of Tennessee as well as its officers,</p>

agents, and employees from and against any and all claims, liabilities, losses, and causes of action which may arise, accrue, or result to any ~~third-party~~ person, ~~third-party~~ firm, ~~third-party~~ corporation, or other ~~third-party~~ 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' fees, court costs, expert witness fees, and other litigation expenses ~~for that the State is required to pay a third-party 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.

**Insurance.** Contractor shall maintain insurance coverage as specified in this Section. The State reserves the right to amend or require additional insurance coverage, coverage amounts, and endorsements required under this Contract. Contractor's failure to maintain or submit evidence of insurance coverage, as required, is a material breach of this Contract. If Contractor loses insurance coverage, fails to renew coverage, or for any reason becomes uninsured during the Term, Contractor shall immediately notify the State. All insurance companies providing coverage must be: (a) acceptable to the State; (b) authorized by the Tennessee Department of Commerce and Insurance ("TDCI"); and (c) rated A- / VII or better by A.M. Best. All coverage must be on a primary basis and noncontributory with any other insurance or self-insurance carried by the State. Contractor agrees to name the State as an additional insured ~~to the extent of the indemnities assumed by Contractor~~ under the Contract, on any insurance policy with the exception of workers' compensation (employer liability) and professional liability (errors and omissions) insurance. All policies must contain an endorsement for a waiver of subrogation ~~to the extent of the indemnities assumed by Contractor under the Contract~~, in favor of the State. Any deductible or self insured retention ("SIR") over fifty thousand dollars (\$50,000) must be approved by the State. The deductible or SIR and any premiums are the Contractor's sole responsibility. The Contractor agrees that the insurance requirements specified in this Section do not reduce any liability the Contractor has assumed under this Contract including any indemnification or hold harmless requirements.

#### Transfer of Ownership of Custom Software Developed for the State

##### 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 for the State ~~under this Contract intended to function with the Contractor-Owned Software or any Work Product provided under this Contract.~~

(3) "Rights Transfer Application Software," shall mean any pre-existing application software ~~and documentation owned or supplied by Contractor or a third party, provided to State and to which necessary for the use, functioning, support, or maintenance of the Contractor will grant and assign, or will facilitate the granting and assignment of, all rights including the source code, -Owned Software, the Custom-Developed Application Software, Third-Party Software, and any Work Product provided to State~~

(4) "Third-Party Software," shall mean software ~~supplied by Contractor under this Contract or necessary for the functioning of any Work Product~~ 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 under this Contract during the course of the project using State's money or resources, including Custom-Developed Application Software. If the deliverables under this Contract include Work Product shall 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 ~~or transfer of rights or ownership 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. Contractor grants the State a perpetual non-exclusive license to the Contractor-Owned Software to be used solely with the Custom-Developed Application Software and the Work Product~~

(2) ~~Contractor shall provide the source code in the Custom-Developed Application Software, Work Product and the Contractor-Owned Software, with all subsequent modifications, enhancements, bug-fixes or any other changes in the source code of the Work Product and the Contractor-Owned Software and all other code and documentation solely to the extent such information is necessary for the Custom-Developed Application Software as set forth in this Contract, and solely for the purpose of the Custom-Developed Application to be installed and function as intended and as set forth in this Contract, to the State. 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) ~~Contractor may lease or sell the Custom-Developed Application Software to third parties with the written permission of the State, which permission may be conditioned on the State receiving royalties from such sales or licensees.~~

(4) ~~All right, title and interest in and to the Custom-Developed Application Software, 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 Custom-Developed Application Software, 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 Custom-Developed Application Software, including without limitation the copyrights, patents, trade secrets, and other intellectual property rights arising out of or embodied by the Custom-Developed Application Software. 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.~~

(5) 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 ~~or other rights~~ granted to the State under this Contract ~~or otherwise~~.

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.

**10. Scope of Goods or Services Caption: software enhancements and monthly maintenance for the Tennessee Roadway Information Management System (TRIMS) suite of application which includes TRIMS, E-TRIMS, Tennessee Image Viewer, TRIMS mobile application, and Straight Line Diagram application**

**11. Justification** Contract language negotiated by CPO Legal

Signature of Agency head or designee and date



11/14/2019

**(Either upload signed RER to e-Forms in Edison or capture authorized agency approval in Edison Workflow)**



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

**TO :** STS Contracts  
Department of Finance & Administration  
E-mail : [it.abc@tn.gov](mailto:it.abc@tn.gov)

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

**DATE :** 9/20/2019 Received by STS on Friday, September 23, 2019

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

**Applicable RFS # 40100-04120**

**State Security Confidential Information Applicability**

Under Tenn. Code Ann. §10-7-504(i) vendor identity or a description of the goods or services provided by the vendor shall be confidential.

- Applicable  
 Not Applicable

Additional language is attached and endorsement is contingent upon inclusion of this additional language:

- Applicable  
 Not Applicable

**STS Endorsement Signature & Date:**

**Stephanie Dedmon,  
CIO (WMH)**

Digitally signed by Stephanie  
Dedmon, CIO (WMH)  
Date: 2019.10.01 11:04:05 -05'00'

**Chief Information Officer**

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

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

**Contracting Agency**

**Transportation**

<b>Applicable RFS # 40100-04120</b>	
<b>Agency Contact</b> (name, phone, e-mail)	<b>Mark D. Patterson, 615-532-3010</b> <b><u>mark.d.patterson@tn.gov</u></b>
<p><b>Attachments Supporting Request</b> (mark all applicable)</p> <p>Note: The complete draft procurement document and the applicable documents listed below must accompany this request when submitted to STS. Special Contract Requests and Amendment Requests without Agency Head signature are acceptable. STS is aware that these documents will not have CPO signature when submitted with this request.</p> <p> <input type="checkbox"/> Solicitation Document  <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) </p>	
<p><b>Information Systems Plan (ISP) Project Applicability</b></p> <p>To avoid delay of STS pre-approval, the applicability of an ISP project to the procurement must be confirmed with agency IT staff prior to submitting this request to STS. If necessary, agency IT staff should contact STS Planning with questions concerning the need for an ISP project.</p> <p>IT Director/Staff Name Confirming (required):</p> <p> <input type="checkbox"/> Applicable – Approved ISP Project#  <input checked="" type="checkbox"/> Not Applicable </p>	
<p><b>Subject Information Technology Service Description</b></p> <p>Provide a brief summary of the information technology services involved. Clearly identify included technologies such as system development/maintenance, security, networking, <i>etc.</i> As applicable, identify the contract or solicitation sections related to the IT services.</p> <p>TRIMS (TN Roadway Information Management System) is a client-based system that Data Management staff in Long Range Planning use to record and maintain a digital copy of the statewide roadway network, and it's characteristics such as Common Name, Number of Lanes, Segment Speed Limit, etc. This is referred to in the industry as the LRS (Linear Reference System). E-TRIMS was developed as a web based interface, and will soon replace the client TRIMS as the only application for TDOT users. The applications are developed and supported using Intergraph software products and developers and are not compatible with other vendors' systems.</p> <p>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 plans to assume increasing responsibility for support and development of these applications and reduce the dependence on the consultant.</p>	

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Seq # 451

### SCR Technology

**Subject** 40100 Intergraph Sole Source

**Priority** 3-Standard

**Due Date**

**Status** Approved

**Approver Status**

**Agency Request Tracking#** 40100-04120

**Procuring Agency** 40100

**Edison Contract ID** 64353

**Proposed Contractor** Intergraph Software Suite

#### More Information

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)

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## 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](mailto:agsprs.agsprs@tn.gov).

<b>APPROVED</b>		<b>APPROVED</b>	
<b>CHIEF PROCUREMENT OFFICER</b>	<b>DATE</b>	<b>COMPTROLLER OF THE TREASURY</b>	<b>DATE</b>

<b>Request Tracking #</b>	<b>40100-04120</b>
<b>1. Contracting Agency</b>	<b>Transportation</b>
<b>2. Type of Contract or Procurement Method</b>	<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 _____
<b>3. Requestor Contact Information</b>	<b>Mark D. Patterson, 615-532-3010 <a href="mailto:mark.d.patterson@tn.gov">mark.d.patterson@tn.gov</a></b>
<b>4. Brief Goods or Services Caption</b>	<b>Intergraph Software Suite</b>
<b>5. Description of the Goods or Services to be Acquired</b>	<b>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).</b>
<b>6. Proposed Contractor</b>	<b>Intergraph Corporation</b>
<b>7. Name &amp; Address of the Contractor's principal owner(s)</b> – NOT required for a TN state education institution	<b>Intergraph Corporation 7104 Solution Center Chicago, IL 60677-7001</b>
<b>8. Proposed Contract Period – with ALL options to extend exercised</b> <i>The proposed contract start date shall follow the approval date of this request.</i>	<b>60 months</b>

Request Tracking #	40100-04120
9. Strategic Technology Solutions ("STS") 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 – contracts with an individual, state employee training, or services related to the employment of current or prospective state employees	<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	\$4,800,000.00
14. Was there an initial government estimate? If so, what amount?	<input type="checkbox"/> NO <input checked="" type="checkbox"/> YES, \$4,800,000.00
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	Over 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.	Through emails and phone conversations.
18. Explanation of Need for or requirement placed on the State to acquire the goods or services	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 is required for map visualization of TDOT's road inventory data in TRIMS.

Request Tracking #	40100-04120
19. Proposed contract impact on current State operations	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.
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 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 counterproductive and will hinder the State's effort to transition to in-house support of this product.
<b>For No Cost and Revenue Contracts Only</b>	
21. What costs will the State incur as a result of this contract? If any, please explain.	
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 type="checkbox"/> NO <input type="checkbox"/> YES
24. Summary of State responsibilities under proposed contract	
<b>For Sole Source and Proprietary Procurements Only</b>	
25. Evidence of Contractor's experience & length of experience providing the goods or services to be procured.	Intergraph was the recipient of the original competitive contract as the only bidder and has provided highly customized software to TDOT.

Request Tracking #	40100-04120
26. 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: RFP Name/Address: Intergraph Corporation 7104 Solution Center Chicago, IL 60677-7001
27. Contractor selection process and efforts to identify reasonable, competitive, procurement alternatives	N/A – sole source
<b>Signature Required for all Special Contract Requests</b>	
<p>Signature of Agency head or authorized designee, title of signatory, and date (the authorized designee may sign his or her own name if indicated on the Signature Certification and Authorization document)</p> <p>Signature:  Date: 10/3/19</p>	



# CONTRACT

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

<b>Begin Date</b> 7/1/2020	<b>End Date</b> 6/30/2023	<b>Agency Tracking #</b> 40100-04120	<b>Edison Record ID</b> 64353
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<b>Contractor Legal Entity Name</b> Intergraph Corporation d/b/a Hexagon Geospatial	<b>Edison Vendor ID</b> 0000001310
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**Goods or Services Caption** (one line only)  
TRIMS Application Software Enhancements and Monthly Maintenance

<b>Contractor</b> <input checked="" type="checkbox"/> Contractor	<b>CFDA #</b> 20.205
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<b>Funding</b>					
FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
2021	\$394,174.08	\$616,696.32			\$1,010,870.40
2022	\$401,374.08	\$616,696.32			\$1,018,070.40
2023	\$302,494.08	\$616,696.32			\$919,190.40
<b>TOTAL:</b>	<b>\$1,098,042.24</b>	<b>\$1,850,088.96</b>			<b>\$2,948,131.20</b>

**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)

Disabled Owned Business (DSBE)

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.

Government  Non-Minority/Disadvantaged  Other:

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

Competitive Selection

Other Sole Source Procurement

**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.

<b>Speed Chart</b> (optional)	<b>Account Code</b> (optional) 72203000
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**CONTRACT  
BETWEEN THE STATE OF TENNESSEE,  
DEPARTMENT OF TRANSPORTATION  
AND  
INTERGRAPH CORPORATION d/b/a HEXAGON GEOSPATIAL**

This Contract, by and between the State of Tennessee, Department of Transportation ("State") and Intergraph Corporation d/b/a Hexagon Geospatial ("Contractor"), is for the provision of software enhancements and monthly maintenance for the Tennessee Roadway Information Management System (TRIMS) suite of application which includes TRIMS, E-TRIMS, Tennessee Image Viewer, TRIMS mobile application, and Straight Line Diagram application. These systems are further defined in the "SCOPE." 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 # 0000001310

**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. Definitions. For purposes of this Contract, definitions shall be as follows and as set forth in the Contract:
- a. Geographic Information System ("GIS") - Integrates hardware, software, and data for capturing, managing, analyzing, and displaying all forms of geographically referenced information.
  - b. Graphical User Interface ("GUI") - A graphical (rather than purely textual) user interface to a computer.
  - c. Highway Pavement Management Application ("HPMA") - A Federal program that uses pavement condition data to determine current and future road and network condition. It defines a set of Maintenance and Rehabilitation ("M&R") needs of the network's priorities, budget for the M&R treatments, and development of the M&R program of projects.
  - d. Highway Performance Monitoring System ("HPMS") - A Federal Highway Administration ("FHA") information system that includes data on the extent, condition, performance, use, and operating characteristics of the Nation's highways.
  - e. Highway Safety Improvement Program ("HSIP") - A core federal aid program that works to significantly reduce traffic fatalities and serious injuries on all public roads through the implementation of infrastructure related highway safety improvements.
  - f. Light Detection and Ranging ("LIDAR") - An optical remote sensing technology that measures properties of scattered light to find range and/or other information of a distant target.
  - g. Linear Reference System ("LRS") - 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".
  - h. Photolog – A photographic log of roadways comprised of pictures that may be viewed individually or sequentially (appears to be a video).

- i. Product Owner- the TDOT point of contact who serves as the liaison between the development team and end users to determine what product features are needed and included in the product release.
- j. Structured Query Language ("SQL") - A database computer language designed for managing data in relational database management systems.
- k. Subject Matter Expert ("SME") - a person who is an expert in a particular area.
- l. 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.

A.3. TDOT's Linear Reference System ("LRS"), TRIMS, is being replaced with ESRI's new data model Roads and Highways ("R&H"). The Contractor shall assist in the development of the design followed by a phased implementation of R&H in a production environment. The Contractor shall also create needed 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.4. TRIMS applications software enhancements may be performed based on written Statement of Work ("SOW") 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. Statement of Work (SOW) Process

- (1) The State will provide the Contractor with a Statement of Work ("SOW") describing the required services. The SOW will include, at a minimum, the following:
  - i. SOW Date;
  - ii. SOW Number;
  - iii. Description of the project;
  - iv. Required Deliverables/Milestones and meetings;
  - v. Project Begin and End Dates;
  - vi. Location where Project work will be performed;
  - vii. Hardware and software provided by the State, if applicable; and,
  - viii. Definition of completed work.
- (2) For services to be performed at a State facility, performance shall generally be done during normal State business hours (8:00 AM to 4:30 PM CT); excluding weekends and State holidays. However, the State may require that Contractor personnel perform work outside the normal State business hour timeframe. These hours will be mutually agreed to by the Parties; however, the State will have final approval. A Contractor will not be compensated for overtime hours worked without prior approval and then only at the payment rate submitted in response to the related SOW.
- (3) The State's SOW, and subsequent purchase order ("PO"), will be the sole authorization for the requested services. The State will not sign or accept Contractor/manufacturer documents or agreements related to a specific services engagement.

- (4) The Contractor shall respond to the SOW with a detailed "Project Offer" that describes how the Contractor will accomplish the project, the SOW requested deliverables and milestones within the stated project time frame, any limitations at the location where the Project work will be performed, confirmation that necessary hardware and software provided by the State is applicable, and the total costs. The Project Offer must not have any terms and conditions.
- (5) The Contractor must accept SOW requests by email and must provide Project Offers by email as requested by the State. If the Project Offer will take longer than five (5) business days to compile, communication regarding the nature of the delay, along with a reasonable revised turnaround time request, must be sent within the five (5) business days window. Project Offers will remain in effect for thirty (30) calendar days and should not include any tax from which the State is exempt.
- (6) The State shall be the sole determinate of the acceptability of project work performed and delivered by the Contractor. The Contractor shall not invoice the State until the State has provided the Contractor with written confirmation that the Project work agreed to in the SOW is acceptable.

- A.5. Contractor Readiness. The Contractor shall be prepared to start on the first SOW within thirty (30) days of contract acceptance and approval.
- A.6. 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.7. TRIMS Applications Software Corrections and Compatibility Upgrades.
- a. The Contractor shall provide maintenance for the TRIMS applications that will consist of custom software defect corrections and TRIMS applications compatibility upgrades.
  - b. 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 shall entitle the State to upgraded versions of the TRIMS application to be compatible with the latest versions of State supported software. All new development shall be in the State's currently supported architecture.
    1. The Contractor shall maintain TRIMS so that it will run on a current, manufacturer-supported Operating System. "Operating System" shall mean the software that supports a computer's basic functions, such as scheduling tasks, executing applications, and controlling peripherals.
    2. If TRIMS requires middleware or database software, the Contractor shall maintain manufacturer-supported middleware and database software versions that are at all times fully compatible with current versions of IRIS and its Operating System, to ensure that security vulnerabilities are not introduced.

- d. TRIMS Security. The Contractor shall comply with the State of Tennessee's Enterprise Information Security Policies as amended periodically. The State of Tennessee's Enterprise Information Security Policies document is found at the following URL: <https://www.tn.gov/content/dam/tn/finance/documents/Enterprise-Information-Security-Policies-ISO-27002-Public.pdf>.
- e. 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.
- f. 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. 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 the State is authorized to possess and use all equipment, materials, software, and deliverables provided under this Contract.

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, and 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. Any exercise of the State's rights under this Section shall not prejudice the State's rights to seek any other remedies available under this Contract or applicable law.

A.10. 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, 2020 ("Effective Date") and extend for a period of thirty-six (36) 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.

- B.1. **Renewal Options.** This Contract may be renewed upon satisfactory completion of the Term. The State reserves the right to execute up to two (2) renewal options under the same terms and conditions for a period not to exceed twelve (12) months each by the State, at the State's sole option. In no event, however, shall the maximum Term, including all renewals or extensions, exceed a total of sixty (60) months.

**C. PAYMENT TERMS AND CONDITIONS:**

- C.1. **Maximum Liability.** In no event shall the maximum liability of the State under this Contract exceed four million, eight hundred thousand dollars and zero cents (\$4,800,000.00) ("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:

Services Description	Amount (per compensable increment)				
	July 1, 2020 – June 30, 2021	July 1, 2021– June 30, 2022	July 1, 2022 – June 30, 2023	July 1, 2023 – June 30, 2024	July 1, 2024 – June 30, 2025
Project Manager	\$220.00/HOUR	\$227.00/HOUR	\$233.00/HOUR	\$240.00/HOUR	\$248.00/HOUR
Project Administrator	\$89.00/HOUR	\$91.00/HOUR	\$94.00/HOUR	\$97.00/HOUR	\$100.00/HOUR
Quality Assurance Lead	\$225.00/HOUR	\$231.00/HOUR	\$238.00/HOUR	\$245.00/HOUR	\$253.00/HOUR
Data Specialist	\$266.00/HOUR	\$274.00/HOUR	\$282.00/HOUR	\$291.00/HOUR	\$299.00/HOUR
Data Implementation Lead	\$177.00/HOUR	\$183.00/HOUR	\$188.00/HOUR	\$194.00/HOUR	\$200.00/HOUR
Database Administrator	\$154.00/HOUR	\$158.00/HOUR	\$163.00/HOUR	\$168.00/HOUR	\$173.00/HOUR
System Architect	\$258.00/HOUR	\$265.00/HOUR	\$273.00/HOUR	\$282.00/HOUR	\$290.00/HOUR
Industry Consultant	\$207.00/HOUR	\$213.00/HOUR	\$219.00/HOUR	\$226.00/HOUR	\$233.00/HOUR
Senior Software Developer	\$207.00/HOUR	\$213.00/HOUR	\$219.00/HOUR	\$226.00/HOUR	\$233.00/HOUR
Software Developer	\$160.00/HOUR	\$164.00/HOUR	\$169.00/HOUR	\$174.00/HOUR	\$180.00/HOUR
Jr. Software Developer	\$130.00/HOUR	\$134.00/HOUR	\$138.00/HOUR	\$142.00/HOUR	\$146.00/HOUR
Technical Lead	\$207.00/HOUR	\$213.00/HOUR	\$219.00/HOUR	\$226.00/HOUR	\$233.00/HOUR
Training Specialist	\$142.00/HOUR	\$146.00/HOUR	\$150.00/HOUR	\$155.00/HOUR	\$160.00/HOUR
Technical Writer	\$130.00/HOUR	\$134.00/HOUR	\$138.00/HOUR	\$142.00/HOUR	\$146.00/HOUR
Quality Assurance Analyst	\$116.00/HOUR	\$119.00/HOUR	\$123.00/HOUR	\$126.00/HOUR	\$130.00/HOUR
Monthly Maintenance including Production Support	\$20,000.00/MONTH	\$20,600.00/MONTH			
Monthly Maintenance only		\$12,000.00/MONTH	\$12,360.00/MONTH	\$12,731.00/MONTH	\$13,113.00/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 B.

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 provided to the following address:

Ann Epperson, Product Owner  
 TDOT IT Division  
 505 Deaderick Street, Suite 500  
 Nashville, TN 37243-0344  
 Email: [ann.epperson@tn.gov](mailto:ann.epperson@tn.gov)

Phone: 615-253-2470  
Fax: 615-532-3213

- a. 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.

b. 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 the "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, payments to the Contractor, under this or any other contract the Contractor has with the State of Tennessee, may be made by ACH; and
- b. The Contractor shall complete, sign, and return to the State the State-provided W-9 form. The taxpayer identification number on the W-9 form must be the same as the Contractor's Federal Employer Identification Number or Social Security Number referenced in the Contractor's Edison registration information.

**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  
 Email: [ann.epperson@tn.gov](mailto:ann.epperson@tn.gov)  
 Phone: 615-253-2470  
 Fax: 615-532-3213

**ADMINISTRATIVE:**

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

**The Contractor:**

Michael Hope  
 Sr. Divisional Counsel  
 Hexagon Geospatial  
 305 Intergraph Way  
 Madison, AL 35758  
 Email: [Michael.hope@hexagon.com](mailto:Michael.hope@hexagon.com)  
 Phone: 256-730-3125  
 Fax: 253-730-8991

Karin Goodwin, PMP  
 Transportation Program Manager  
 Hexagon Geospatial  
 305 Intergraph Way  
 Madison, AL 35758  
 Email: [Karin.goodwin@Hexagon.com](mailto:Karin.goodwin@Hexagon.com)  
 Phone: 256-730-1503  
 Fax: 253-730-7308

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. Either Party may terminate this Contract without cause for any reason. A party's exercise of its right to terminate this Contract for convenience shall not be deemed a breach of contract by either Party. The terminating Party shall give the other Party at least thirty (30) 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, but in no event shall the State be liable to the Contractor for compensation for any good or service that has not been provided, nor shall the Contractor be relieved of any liability to the State for any damages or claims arising under this Contract.
- D.6. Termination for Cause. If a Party ("Breaching Party") fails to properly perform its obligations under this Contract, or if a Party materially violates any terms of this Contract ("Breach Condition"), the other Party ("Non-breaching Party") may provide written notice to the Breaching Party specifying the Breach Condition. If within thirty (30) days of notice, the Breaching Party has not cured the Breach Condition, the Non-breaching Party may terminate the Contract. In the event the Non-breaching Party is the State, the State may withhold payments in excess of compensation for completed services or provided goods. The Breaching Party shall not be relieved of liability to the Non-breaching Party for damages sustained by virtue of any breach of this Contract, and the Non-breaching Party 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 Attachment C, 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 from 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, 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. Except as set forth below, in no event will the Contractor be liable to the State or any other party for any lost revenues, lost profits, loss of business, decrease in the value of any securities or cash position, time, 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, unless such damages are insured by the insurance coverages required by this Contract or would have been covered had the required insurance been purchased or maintained. PROVIDED THAT in no event shall this Section limit the liability of the Contractor for: (i) intellectual property or any Contractor indemnity obligations for infringement for third-party intellectual property rights; (ii) any claims covered by any specific provision in the Contract providing for liquidated damages; or (iii) any claims for intentional torts, criminal acts, fraudulent conduct, or acts 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 for the direct damages the State is required to pay a third-party which may arise, accrue, or result to any third-party person, third-party firm, third-party corporation, or other third-party 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' fees, court costs, expert witness fees, and other litigation expenses that the State is required to pay a third-party 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, disqualified, or presently fall under any of the prohibitions of sections a-d.

- 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, workaroud 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 for the affected obligations 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 State and federal laws and regulations applicable to Contractor in the Contractor's 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, without regard to its conflict or choice of law rules. 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 - 408.
- 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), which includes Attachments A, B, and C];
  - 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.
- D.31. Iran Divestment Act. The requirements of Tenn. Code Ann. § 12-12-101, *et seq.*, addressing contracting with persons as defined at Tenn. Code Ann. §12-12-103(5) that engage in investment activities in Iran, shall be a material provision of this Contract. The Contractor certifies, under penalty of perjury, that to the best of its knowledge and belief that it is not on the list created pursuant to Tenn. Code Ann. § 12-12-106.
- D.32. Insurance. Contractor shall maintain insurance coverage as specified in this Section. The State reserves the right to amend or require additional insurance coverage, coverage amounts, and endorsements required under this Contract. Contractor's failure to maintain or submit evidence of insurance coverage, as required, is a material breach of this Contract. If Contractor loses insurance coverage, fails to renew coverage, or for any reason becomes uninsured during the Term, Contractor shall immediately notify the State. All insurance companies providing coverage must be: (a) acceptable to the State; (b) authorized by the Tennessee Department of Commerce and Insurance ("TDCI"); and (c) rated A- / VII or better by A.M. Best. All coverage must be on a primary basis and noncontributory with any other insurance or self-insurance carried by the State. Contractor agrees to name the State as an additional insured to the extent of the indemnities assumed by Contractor under the Contract, on any insurance policy with the exception of workers' compensation (employer liability) and professional liability (errors and omissions) insurance. All policies must contain an endorsement for a waiver of subrogation to the extent of the indemnities assumed by Contractor under the Contract, in favor of the State. Any deductible or self insured retention ("SIR") over fifty thousand dollars (\$50,000) must be approved by the State. The deductible or SIR and any premiums are the Contractor's sole responsibility. The Contractor agrees that the insurance requirements specified in this Section do not reduce any liability the Contractor has assumed under this Contract including any indemnification or hold harmless requirements.

To achieve the required coverage amounts, a combination of an otherwise deficient specific policy and an umbrella policy with an aggregate meeting or exceeding the required coverage amounts is acceptable. For example: If the required policy limit under this Contract is for two million dollars (\$2,000,000) in coverage, acceptable coverage would include a specific policy covering one million dollars (\$1,000,000) combined with an umbrella policy for an additional one million dollars (\$1,000,000). If the deficient underlying policy is for a coverage area without aggregate limits (generally Automobile Liability and Employers' Liability Accident), Contractor shall provide a copy of the umbrella insurance policy documents to ensure that no aggregate limit applies to the umbrella policy for that coverage area. In the event that an umbrella policy is being provided to achieve any required coverage amounts, the umbrella policy shall be accompanied by an endorsement at least as broad as the Insurance Services Office, Inc. (also known as "ISO") "Noncontributory—Other Insurance Condition" endorsement or shall be written on a policy form that addresses both the primary and noncontributory basis of the umbrella policy if the State is otherwise named as an additional insured.

Contractor shall provide the State a certificate of insurance ("COI") evidencing the coverages and amounts specified in this Section. The COI must be on a form approved by the TDCI (standard ACORD form preferred). The COI must list each insurer's National Association of Insurance Commissioners (NAIC) number and be signed by an authorized representative of the insurer. The COI must list the State of Tennessee – CPO Risk Manager, 312 Rosa L. Parks Ave., 3<sup>rd</sup> floor Central Procurement Office, Nashville, TN 37243 as the certificate holder. Contractor shall provide the COI ten (10) business days prior to the Effective Date and again thirty (30) calendar days before renewal or replacement of coverage. Contractor shall provide the State evidence that all subcontractors maintain the required insurance or that subcontractors are included under the Contractor's policy. At any time, the State may require Contractor to provide a valid COI. The Parties agree that failure to provide evidence of insurance coverage as required is a material breach of this Contract. If Contractor self-insures, then a COI will not be required to prove coverage. Instead Contractor shall provide a certificate of self-insurance or a letter, on Contractor's letterhead, detailing its coverage, policy amounts, and proof of funds to reasonably cover such expenses. The State reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

The State agrees that it shall give written notice to the Contractor as soon as practicable after the State becomes aware of any claim asserted or made against the State, but in no event later than thirty (30) calendar days after the State becomes aware of such claim. 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 or its insurer, 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.

**The insurance obligations under this Contract shall be: (1)—all the insurance coverage and policy limits carried by the Contractor; or (2)—the minimum insurance coverage requirements and policy limits shown in this Contract; whichever is greater. Any insurance proceeds in excess of or broader than the minimum required coverage and minimum required policy limits, which are applicable to a given loss, shall be available to the State. No representation is made that the minimum insurance requirements of the Contract are sufficient to cover the obligations of the Contractor arising under this Contract. The Contractor shall obtain and maintain, at a minimum, the following insurance coverages and policy limits.**

a. Commercial General Liability ("CGL") Insurance

- 1) The Contractor shall maintain CGL, which shall be written on an ISO Form CG 00 01 occurrence form (or a substitute form providing equivalent coverage) and shall cover liability arising from property damage, premises and operations products and completed operations, bodily injury, personal and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

The Contractor shall maintain single limits not less than one million dollars (\$1,000,000) per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this policy or location of occurrence or the general aggregate limit shall be twice the required occurrence limit.

b. Workers' Compensation and Employer Liability Insurance

- 1) For Contractors statutorily required to carry workers' compensation and employer liability insurance, the Contractor shall maintain:

- i. Workers' compensation in an amount not less than one million dollars (\$1,000,000) including employer liability of one million dollars (\$1,000,000) per accident for bodily injury by accident, one million dollars (\$1,000,000) policy limit by disease, and one million dollars (\$1,000,000) per employee for bodily injury by disease.
- 2) If the Contractor certifies that it is exempt from the requirements of Tenn. Code Ann. §§ 50-6-101 – 103, then the Contractor shall furnish written proof of such exemption for one or more of the following reasons:
  - i. The Contractor employs fewer than five (5) employees;
  - ii. The Contractor is a sole proprietor;
  - iii. The Contractor is in the construction business or trades with no employees;
  - iv. The Contractor is in the coal mining industry with no employees;
  - v. The Contractor is a state or local government; or
  - vi. The Contractor self-insures its workers' compensation and is in compliance with the TDCI rules and Tenn. Code Ann. § 50-6-405.

c. Automobile Liability Insurance

- 1) The Contractor shall maintain automobile liability insurance which shall cover liability arising out of any automobile (including owned, leased, hired, and non-owned automobiles).
- 2) The Contractor shall maintain bodily injury/property damage with a limit not less than one million dollars (\$1,000,000) per occurrence or combined single limit.

D.33. Major Procurement Contract Sales and Use Tax. Pursuant to Tenn. Code Ann. § 4-39-102 and to the extent applicable, the Contractor and the Contractor's subcontractors shall remit sales and use taxes on the sales of goods or services that are made by the Contractor or the Contractor's subcontractors and that are subject to tax.

D.34. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law. All material and information, regardless of form, medium or method of communication, provided to the Contractor by the State or acquired by the Contractor on behalf of the State that is regarded as confidential under state or federal law shall be regarded as "Confidential Information." Nothing in this Section shall permit Contractor to disclose any Confidential Information, regardless of whether it has been disclosed or made available to the Contractor due to intentional or negligent actions or inactions of agents of the State or third parties. Confidential Information shall not be disclosed except as required or permitted under state or federal law. Contractor shall take all necessary steps to safeguard the confidentiality of such material or information in conformance with applicable state and federal law.

The obligations set forth in this Section shall survive the termination of this Contract.

**E. SPECIAL TERMS AND CONDITIONS:**

E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Contract, the special terms and conditions shall be subordinate to the Contract's other terms and conditions.

E.2. Transfer of Ownership of Custom Software Developed for the State.

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 for the 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 ordinary 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.
- E.4. Federal Funding Accountability and Transparency Act (FFATA). This Contract requires the Contractor to provide supplies or services that are funded in whole or in part by federal funds that are subject to FFATA. The Contractor is responsible for ensuring that all applicable requirements, including but not limited to those set forth herein, of FFATA are met and that the Contractor provides information to the State as required.

The Contractor shall comply with the following:

- a. Reporting of Total Compensation of the Contractor's Executives.
    - (1) The Contractor shall report the names and total compensation of each of its five most highly compensated executives for the Contractor's preceding completed fiscal year, if in the Contractor's preceding fiscal year it received:
      - i. 80 percent or more of the Contractor's annual gross revenues from federal procurement contracts and federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
      - ii. \$25,000,000 or more in annual gross revenues from federal procurement contracts (and subcontracts), and federal financial assistance subject to the Transparency Act (and subawards); and
      - iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Securities and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)
- As defined in 2 C.F.R. § 170.315, "Executive" means officers, managing partners, or any other employees in management positions.
- (2) Total compensation means the cash and noncash dollar value earned by the executive during the Contractor's preceding fiscal year and includes the following (for more information see 17 C.F.R. § 229.402(c)(2)):
    - i. Salary and bonus.
    - ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.

- iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
  - iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
  - v. Above-market earnings on deferred compensation which is not tax qualified.
  - vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.
- b. The Contractor must report executive total compensation described above to the State by the end of the month during which this Contract is awarded.
  - c. If this Contract is amended to extend the Term, the Contractor must submit an executive total compensation report to the State by the end of the month in which the term extension becomes effective.
  - d. The Contractor will obtain a Data Universal Numbering System (DUNS) number and maintain its DUNS number for the term of this Contract. More information about obtaining a DUNS Number can be found at: <http://fedgov.dnb.com/webform/>

The Contractor's failure to comply with the above requirements is a material breach of this Contract for which the State may terminate this Contract for cause. The State will not be obligated to pay any outstanding invoice received from the Contractor unless and until the Contractor is in full compliance with the above requirements.

E.5. Intellectual Property Indemnity. 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 or suits which may be brought against the State concerning or arising out of any claim of an alleged patent, copyright, trade secret or other intellectual property infringement. In any such claim or action brought against the State, the Contractor shall satisfy and indemnify the State for the amount of any settlement or final judgment, and the Contractor shall be responsible for all legal or other fees or expenses incurred by the State arising from any such claim. The State shall give the Contractor notice of any such claim or suit, however, the failure of the State to give such notice shall only relieve Contractor of its obligations under this Section to the extent Contractor can demonstrate actual prejudice arising from the State's failure to give notice. This Section shall not grant the Contractor, through its attorneys, the right to represent the State of Tennessee in any legal matter, as provided in Tenn. Code Ann. § 8-6-106.

E.6. Software Support and Maintenance Warranty. Contractor shall provide to the State all software upgrades, modifications, bug fixes, or other improvements in its software that it makes generally available to its customers.

E.7. Extraneous Terms and Conditions. Contractor shall fill all orders submitted by the State under this Contract. No purchase order, invoice, or other documents associated with any sales, orders, or supply of any good or service under this Contract shall contain any terms or conditions other than as set forth in the Contract. Any such extraneous terms and conditions shall be void, invalid and unenforceable against the State. Any refusal by Contractor to supply any goods or services under this Contract conditioned upon the State submitting to any extraneous terms and conditions shall be a material breach of the Contract and constitute an act of bad faith by Contractor.

[Signatures Appear on Following Page]

IN WITNESS WHEREOF,

INTERGRAPH CORPORATION:



11/26/2019

CONTRACTOR SIGNATURE

DATE

Michael Hope, Director and Senior Division Counsel

PRINTED NAME AND TITLE OF CONTRACTOR SIGNATORY (above)

TENNESSEE DEPARTMENT OF TRANSPORTATION:

CLAY BRIGHT, COMMISSIONER

DATE

JOHN REINBOLD, GENERAL COUNSEL  
APPROVED AS TO FORM AND LEGALITY

DATE

**ATTACHMENT A**  
**TRIMS Applications Descriptions**

TRIMS Applications Descriptions

**TRIMS** is a database application which utilizes LRS and 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. 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** 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 a web application for the visualization of roadway data for planning and analysis. Users are able to query for a route and display it as "sheets" in a map panel. This application works in conjunction with the Image Viewer application or stand-alone as a secure internet accessible application.

**Mobile Web Application** is an application for use in the field. It is compatible with various cross platform, touch enabled, devices. It will notify the user of their current route/logmile and display associated data for their current location. The application also has the ability to use the latitude/longitude of the current user location and invoke Google Maps for the location.

**ATTACHMENT B  
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

#### Database Administrator

Independently installs, patches, and maintains 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 a 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.

**ATTESTATION RE PERSONNEL USED IN CONTRACT PERFORMANCE**

<b>SUBJECT CONTRACT NUMBER:</b>	64353
<b>CONTRACTOR LEGAL ENTITY NAME:</b>	Intergraph Corporation d/b/a Hexagon Geospatial
<b>EDISON VENDOR IDENTIFICATION NUMBER:</b>	0000001310

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.



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**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.

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Michael Hope, Director and Senior Division Counsel

**PRINTED NAME AND TITLE OF SIGNATORY**

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11/26/2019

**DATE OF ATTESTATION**