

TO: Ms. Krista Lee, Executive Director, Fiscal Review Committee

FROM: Chris Romaine, Central Procurement Office – Department of General Services

DATE: January 12, 2017

SUBJECT: Request for Approval of Contract Amendment Four

The Department of General Services respectfully requests approval of the attached Amendment Four to contract # 30881 with Business Products Group Inc. This amendment is to add extension language allowing for the addition of up to 180 days to the expiration date. This extension is needed while we complete our competitive RFP process for a replacement contract.

Please contact me at (615) 253-5613 with any questions or concerns. We appreciate your consideration of this matter.

Attachments:

- Attachment A: Supplemental Document
- Attachment B: Contract Amendment 4 Request
- Attachment C: Contract Amendment 4
- Attachment D: Rule Exception Request
- Attachment E: Original Contract
- Attachment F: Original Contract Amendments
- Attachment G: RFP
- Attachment H: RFP Amendments

*Contact Name:	Shannon Howell	*Contact Phone:	615-741-4274		
*Presenter's name(s):	Shannon Howell				
Edison Contract Number: <i>(if applicable)</i>	30881	RFS Number: <i>(if applicable)</i>			
*Original or Proposed Contract Begin Date:	4/2/2012	*Current or Proposed End Date:	10/1/2017		
Current Request Amendment Number: <i>(if applicable)</i>	4				
Proposed Amendment Effective Date: <i>(if applicable)</i>	4/1/2017				
*Department Submitting:	Department of General Services				
*Division:	State of Tennessee Real Estate Asset Management (STREAM)				
*Date Submitted:	January 12, 2017				
*Submitted Within Sixty (60) days: <i>If not, explain:</i>	Yes				
*Contract Vendor Name:	Business Products Group Inc. (Edison Supplier ID: 150545)				
*Current or Proposed Maximum Liability:	\$1,500,000.00				
*Estimated Total Spend for Commodities:					
*Current or Proposed Contract Allocation by Fiscal Year: <i>(as Shown on Most Current Fully Executed Contract Summary Sheet)</i>					
FY: 2012	FY:2013	FY:2014	FY:2015	FY2016	FY2017
\$350,000.00	\$200,000.00	\$75,000.00	\$325,000.00	\$275,000.00	\$275,000.00
*Current Total Expenditures by Fiscal Year of Contract: <i>(attach backup documentation from Edison)</i>					
FY: 2012	FY:2013	FY:2014	FY:2015	FY2016	FY2017
	\$132,333.71	\$81,484.00	\$537,603.61	\$198,010.05	\$91,651.70
IF Contract Allocation has been greater than Contract Expenditures, please give the reasons and explain where surplus funds were spent:			Contract Allocation is currently higher than Contract Expenses. Surplus funds have not been spent elsewhere and will be used for the 180 day extension.		
IF surplus funds have been carried forward, please give the reasons and provide the authority for the carry forward provision:					
IF Contract Expenditures exceeded Contract Allocation, please give the reasons and explain how funding was acquired to pay the overage:					
*Contract Funding Source/Amount:					

State:		Federal:	
<i>Interdepartmental:</i>	\$1,500,000.00	<i>Other:</i>	
If “ <i>other</i> ” please define:			
If “ <i>interdepartmental</i> ” please define:		F&A/STS administer the contract and charge DGS/STREAM for use	
Dates of All Previous Amendments or Revisions: <i>(if applicable)</i>		Brief Description of Actions in Previous Amendments or Revisions: <i>(if applicable)</i>	
Method of Original Award: <i>(if applicable)</i>		Competitive 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?		The maximum liability of the contract was determined to originally be \$850,000 by BRG via their RFP cost proposal.	
*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.		BRG is the current vendor and the only vendor that can continue providing the same Archibus service until a new vendor has been selected via RFP. It would not be feasible for the State to find a replacement vendor and implement their services in such a short time frame.	

Amendment Request

This request form is not required for amendments to grant contracts. Route a completed request, as one file in PDF format, via e-mail attachment sent to: Agsprs.Agsprs@tn.gov

APPROVED

CHIEF PROCUREMENT OFFICER

DATE

Agency request tracking #	32101-11117	
1. Procuring Agency	Department of General Services State of Tennessee Real Estate Asset Management (STREAM)	
2. Contractor	Business Products Group Inc.	
3. Edison contract ID #	30881	
4. Proposed amendment #	4	
5. Contract's Original Effective Date	4/2/2012	
6. Current end date	4/1/2017	
7. Proposed end date	10/1/2017	
8. Current Maximum Liability or Estimated Liability	\$ 1,500,000	
9. Proposed Maximum Liability or Estimated Liability	\$ 1,500,000	
10. Strategic Technology Solutions Pre-Approval Endorsement Request <i>– information technology service (N/A to THDA)</i>	<input checked="" type="checkbox"/> Not Applicable <input type="checkbox"/> Attached	
11. eHealth Pre-Approval Endorsement Request <i>– health-related professional, pharmaceutical, laboratory, or imaging</i>	<input checked="" type="checkbox"/> Not Applicable <input type="checkbox"/> Attached	
12. Human Resources Pre-Approval Endorsement Request <i>– state employee training service</i>	<input checked="" type="checkbox"/> Not Applicable <input type="checkbox"/> Attached	
13. Explain why the proposed amendment is needed	The Department of General Services is requesting to add and execute extension language not originally included in the contract. The additional 180 day extension would push the contract expiration date beyond 60 months. DGS needs this extension while we conclude our competitive RFP process.	
14. If the amendment involves a change in Scope, describe efforts to identify reasonable, competitive, procurement alternatives to amending the contract.		

Agency request tracking #	32101-11117
N/A	
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)	



CONTRACT AMENDMENT COVER SHEET

Agency Tracking # 32101-11117	Edison ID 30881	Contract # 30881	Amendment # 4		
Contractor Legal Entity Name Business Products Group Inc.			Edison Vendor ID 150545		
Amendment Purpose & Effect(s) Add and use 180 day extension language					
Amendment Changes Contract End Date: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO		End Date: 10/1/2017			
TOTAL Contract Amount INCREASE or DECREASE per this Amendment (zero if N/A):			\$ 0		
Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
2012			\$350,000.00		\$350,000.00
2013			\$200,000.00		\$200,000.00
2014			\$75,000.00		\$75,000.00
2015			\$325,000.00		\$325,000.00
2016			\$275,000.00		\$275,000.00
2017			\$275,000.00		\$275,000.00
TOTAL:			\$1,500,000.00		\$1,500,000.00
American Recovery and Reinvestment Act (ARRA) Funding: <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO					
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.			<i>CPO USE</i>		
Speed Chart (optional)		Account Code (optional)			

**AMENDMENT FOUR
OF CONTRACT 30881**

This Amendment is made and entered by and between the State of Tennessee, State of Tennessee Real Estate Asset Management (STREAM) hereinafter referred to as the "State" and Business Products Group Inc., hereinafter referred to as the "Contractor." For good and valuable consideration, the sufficiency of which is hereby acknowledged, it is mutually understood and agreed by and between said, undersigned contracting parties that the subject contract is hereby amended as follows:

1. The following is added as Contract section B.1.

B.1. Term Extension. The State may extend the Term an additional period of time, not to exceed one hundred-eighty (180) days beyond the expiration date of this Contract, under the same terms and conditions, 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.

2. Contract section B is deleted in its entirety and replaced with the following:

B. **CONTRACT PERIOD:** This Contract shall be effective for the period beginning April 2, 2012, and ending on October 1, 2017. The Contractor hereby acknowledges and affirms that the State shall have no obligation for services rendered by the Contractor which were not performed within this specified contract period.

Required Approvals. The State is not bound by this Amendment until it is signed by the contract parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this contract, said officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).

Amendment Effective Date. The revisions set forth herein shall be effective 4/1/2017. All other terms and conditions of this Contract not expressly amended herein shall remain in full force and effect.

IN WITNESS WHEREOF,

BUSINESS PRODUCTS GROUP INC.:

SIGNATURE

DATE

PRINTED NAME AND TITLE OF SIGNATORY (above)

DEPARTMENT OF GENERAL SERVICES:

AGENCY HEAD NAME & TITLE

DATE

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](#). Send the completed document in PDF format to: Agsprs.Agsprs@tn.gov 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.

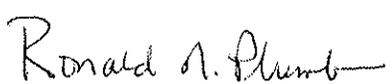
APPROVED
<hr/> CHIEF PROCUREMENT OFFICER

APPROVED
<hr/> COMPTROLLER OF THE TREASURY

Agency request tracking #	32101-11117
1. Procuring Agency	Department of General Services State of Tennessee Real Estate Asset Management (STREAM)
2. Edison contract ID #	30881
3. Contractor or Grantee	Business Products Group Inc.
4. Contract’s Effective Date	4/2/2012
5. Contract or grant contract’s Term (with ALL options to extend exercised)	66 months
6. Contract’s Maximum Liability (with ALL options to extend exercised)	\$ 1,500,000
7. Citation and explanation of the rule(s) for which the exception is requested	Term of Contract: In no event shall the maximum term of a contract exceed a total of sixty (60) months. 0690-03-01- .14(2)(c) Term Contract - General, which states, "...any multi-year contract shall be awarded pursuant to these Rules and shall not be for a period longer than sixty (60) months unless approved by the Chief Procurement Officer as being in the best interest of the State."
8. Description of requested changes If adding new provisions or modifying existing provisions, insert the new or modified provisions in their entirety.	The Department of General Services is requesting to add and execute extension language not originally included in the contract. The additional 180 day extension would push the contract expiration date beyond 60 months.
9. Justification	DGS needs this extension while we conclude our competitive RFP process.
Signature of Agency head or designee and date	

**CONTRACT**

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

Begin Date April 2, 2012		End Date April 1, 2017		Agency Tracking # 32107-00211		Edison Record ID	
Contractor Legal Entity Name Business Products Group dba Business Resource Group (BRG)						Edison Vendor ID 150545	
Service Caption (one line only) ARCHIBUS, Licensing and Support							
Subrecipient or Vendor <input type="checkbox"/> Subrecipient <input checked="" type="checkbox"/> Vendor				CFDA #			
Funding —							
FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount		
2012			\$350,000.00		\$350,000.00		
2013			\$200,000.00		\$200,000.00		
2014			\$75,000.00		\$75,000.00		
2015			\$75,000.00		\$75,000.00		
2016			\$75,000.00		\$75,000.00		
2017			\$75,000.00		\$75,000.00		
TOTAL:			\$850,000.00		\$850,000.00		
American Recovery and Reinvestment Act (ARRA) Funding: <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO							
Ownership/Control							
<input type="checkbox"/> African American		<input type="checkbox"/> Asian		<input type="checkbox"/> Hispanic		<input type="checkbox"/> Native American	
<input type="checkbox"/> Person w/Disability		<input type="checkbox"/> Small Business		<input type="checkbox"/> Government		<input checked="" type="checkbox"/> NOT Minority/Disadvantaged	
<input type="checkbox"/> Other:							
Selection Method & Process Summary (mark the correct response to confirm the associated summary)							
<input checked="" type="checkbox"/> RFP		The procurement process was completed in accordance with the approved RFP document and associated regulations.					
<input type="checkbox"/> Competitive Negotiation		The predefined, competitive, impartial, negotiation process was completed in accordance with the associated, approved procedures and evaluation criteria.					
<input type="checkbox"/> Alternative Competitive Method		The predefined, competitive, impartial, procurement process was completed in accordance with the associated, approved procedures and evaluation criteria.					
<input type="checkbox"/> Non-Competitive Negotiation		The non-competitive contractor selection was completed as approved, and the procurement process included a negotiation of best possible terms & price.					
<input type="checkbox"/> Other		The contractor selection was directed by law, court order, settlement agreement, or resulted from the state making the same agreement with <u>all</u> interested parties or <u>all</u> parties in a predetermined "class."					
Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.				OCR USE - FA			
							
Speed Chart (optional)		Account Code (optional)					

**CONTRACT
BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF GENERAL SERVICES
AND
BUSINESS PRODUCTS GROUP dba BUSINESS RESOURCE GROUP (BRG)**

This Contract, by and between the State of Tennessee, Department of General Services, hereinafter referred to as the "State" and Business Products Group dba Business Resource Group (BRG), hereinafter referred to as the "Contractor," is for the provision of ARCHIBUS Licensing and Support Services, as further defined in the "SCOPE OF SERVICES."

The Contractor is a For-Profit Corporation.
Contractor Edison Registration ID # 150545
Contractor Place of Incorporation or Organization: Texas

A. SCOPE OF SERVICES:

A.1. The Contractor shall provide all service and deliverables as required, described, and detailed herein and shall meet all service and delivery timelines as specified by this Contract.

A.2. ARCHIBUS Technical Environment. The Contractor is responsible for ensuring that, on an ongoing basis, the ARCHIBUS solution provided will operate within the State's technical environment. As such, the Contractor will provide support for the ARCHIBUS solution while in operation in the current environment, in the target environment, and while migrating between the current and target technical environments. The remainder of this Section A.2., ARCHIBUS Technical Environment, provides information related to the technical environment in which the ARCHIBUS solution currently operates and the technical environment to which the State intends to migrate. Further, because it is the State's intent to migrate its Capital Projects Management solution (PITS) to the ARCHIBUS solution as soon as possible, information about the PITS current environment is included. This information is provided to more fully describe the State's expectations to the Contractor. However, this information is not all-inclusive and does not serve to limit the scope of services required of the Contractor related to this Section A.2., ARCHIBUS Technical Environment.

a. ARCHIBUS and PITS Current Technical Environment.

The ARCHIBUS data is currently stored in a [REDACTED] database located on a [REDACTED]. The ARCHIBUS application (ARCHIBUS release 16 plus customizations) resides on a [REDACTED] application server. Note that the database is a version 15 data structure. The ARCHIBUS application is accessed from client PC's within the State's network. The client PCs run under the [REDACTED] operating system and have a minimum of a 1.2 GHz processor and 256 megabytes of random access memory with an AutoCAD overlay.

All custom reports are currently written in Crystal Reports. Background printing does not interfere with the use of the system. Batch processing, if required, is completed between the hours of 6:00 p.m. and 6:00 a.m. Central Time.

The PITS data is currently stored in a [REDACTED] database located on a [REDACTED] server. PITS is an Intranet application. The PITS application currently resides on a [REDACTED]. The application is accessed from client PC's within the State's network. The client side of the application uses Internet Explorer 5.5 or higher. [REDACTED] and [REDACTED] [REDACTED] web server or higher are currently used. The client PCs run under the [REDACTED] operating system and have a minimum of a 1.2 GHz processor and 256 megabytes of random access memory.

All PITS reports are currently written in Active Reports 2.0.0.1137, and require [REDACTED] and [REDACTED]. Any background printing does not interfere with the solution. Batch processing, if required, is completed between the hours of 6:00 p.m. to 6:00 a.m. Central Time.

b. ARCHIBUS Target Technical Environment.

As addressed in Section A.6., ARCHIBUS Software Licensing and Upgrades, the State intends to upgrade to the current release of ARCHIBUS (version 19.1 at the time of preparing this RFP 32107.00211 for release), purchase additional ARCHIBUS components as required to meet the State's business needs, and to remain current in regards to applying upgrades and installing new releases. As such, the target technical environment will support the use of an Intranet solution.

The ARCHIBUS data will reside on a [REDACTED] or higher database server with [REDACTED] or higher operating system. The application software will reside on a separate VMWare server utilizing [REDACTED] or greater. The State recognizes ARCHIBUS version 19.1 requires the use of a [REDACTED] application server. The State requires the application to use [REDACTED] or greater and strongly prefers the use of [REDACTED] or greater. All application execution must occur behind the State's firewall. The application must support access via Microsoft Internet Explorer 7.0 or higher.

During the transition from version 16 to version 19.1 (or the then current release), the application will continue to be accessed from client PCs within the State's network. So long as this is necessary, the application must continue to support access from client PCs with a minimum of a 1.2 GHz processor, 256 megabytes of random access memory, and [REDACTED] or higher operating system.

The State's current implementation of ARCHIBUS is highly customized. However, it is the State's intent to implement the product as a n "out-of-the-box", configurable solution. Any customizations needed to provide the State with the desired functionality must be approved by the State prior to development.

The application will be compliant with the State's Enterprise Information Security Policies. At a minimum, the application must be a secure application that utilizes Secure Socket Layers (SSL) or Transport Layer Security (TLS), with an encryption level of 128 bit. Further, the application must be available to users twenty-four hours per day, seven days per week (24/7). The Contractor may request a copy of the Enterprise Information Security Policies by submitting a written request to the contact listed in Section E .2., Communications and Contacts.

All new reports must be written in Crystal Reports. Any background printing must not interfere with the use of the system. If batch processing is required, it must be completed between the hours of 6:00 p.m. and 6:00 a.m. Central Time.

The State is currently using [REDACTED] and [REDACTED] of which is collectively known as Edison. As addressed in Section A.3., Edison Data Exchange, the State intends to exchange certain data between the ARCHIBUS solution and Edison as required to meet the State's business needs.

A.3. Edison Data Exchange. The Contractor will develop the means by which data is exchanged between the ARCHIBUS solution and Edison. The data to be exchanged could include, but is not limited to information related to the following,

- Capital projects: Creation and maintenance of information about contracts, contractors, projects, project funding, project expenditures, purchase orders, journals, accounts payable, invoicing, and payments.

- Leases (as Lessor and Lessee): Creation and maintenance of information about contracts, contractors, lease payments, lease collections, utility/expense payments, accounts payable, accounts receivable, property profiles, occupants, and occupancy.

The exchange of data will be bi-directional. Some data will originate in the ARCHIBUS solution and be passed to Edison; data to be exchanged will also originate in Edison and be passed to ARCHIBUS. It is the State's intent that the data exchange will be accomplished through the use of flat files that are processed in the ARCHIBUS solution and/or Edison between the hours of 6:00 p.m. and 6:00 a.m. Central Time. The layout of the flat files to be exchanged must conform to State specifications for the Edison Interface File Layouts, as they may be modified from time to time as required by version updates/upgrades. Specification and delivery will be requested and accomplished as described in Section A.13., ARCHIBUS Statement of Work Process.

- A.4. Disaster Recovery. System operations must provide the capability to recover from disaster. A daily backup of the entire system must be executable by the State and completed between the hours of 6:00 p.m. and 6:00 a.m. Central Time. The system must create and designate, by standard names, daily backups. The State is responsible for off-site storage facilities and off-site storage on a weekly basis.
- A.5. Non-standard Software. The Contractor may propose the use of software product(s) in addition to or in lieu of State standard software product(s), as described in Section E.16., Non-State Standard Software or Hardware.
- A.6. ARCHIBUS Software Licensing and Upgrades. The Contractor will provide the State with licenses for the currently marketed release(s) of ARCHIBUS software modules and Application Connection Points (ACPs) as of the request date at a cost according to Section C.3.b.(1) of this contract. The Contractor will provide to the State subscriptions to the ARCHIBUS Software Subscription Program for the software modules and ACPs licensed at a cost per Section C.3.b.(2) of this contract.

The software module and ACP licenses provided, and the subscriptions to the ARCHIBUS Software Subscription Program, are the property of the State upon payment of the Contractor's invoice for said item(s). The subscription in the ARCHIBUS Software Subscription Program entitles the State to all the rights and privileges of such subscription, as defined by the ARCHIBUS software manufacturer, including but not limited to receiving any upgrades, software fixes, and/or performance enhancement releases that may be issued by the ARCHIBUS software manufacturer during the subscription period.

In all cases in which licensing or subscription line items (refer to Sections C.3.b.(1) and C.3.b.(2) below) feature tiered pricing (e.g., cost per 10, 50, 100, etc. users) as reflected in the Catalog of Services, the State reserves the right to purchase such licenses or subscriptions using the combination(s) of tiered user counts that provide the State with the most favorable pricing.

- A.7. ARCHIBUS Technical Support. The Contractor will provide ARCHIBUS technical support to the State, including, but not limited to, telephone support and email support during the contract period. Technical support is intended to provide State staff (business and technical) with a means to obtain answers to questions about the use and support of the ARCHIBUS solution. Technical support is not intended to be the means by which other services outlined within this Contract's Scope of Services are provided.

Specifically, technical support is NOT the provision of:

- 1) On-site assistance with the installation/implementation of software upgrades and new releases;
- 2) On-site assistance related to recovery of the ARCHIBUS solution from a disaster;

- 3) ARCHIBUS solution performance measurement and optimization (refer to Section A.8.);
- 4) Training services and documentation (refer to Section A.9.);
- 5) Programming, configuration and customization services (refer to Section A.10.);
- 6) Problem resolution and response, although the identification or recognition of a problem in need of resolution and response may occur as a result of a technical support incident (refer to Section A.11.).
- 7) CAD-related ARCHIBUS services (refer to Section A.12.).

Specification and delivery of the above listed services indicated to be NOT considered technical support will be requested and accomplished as described in Section A.13., ARCHIBUS Statement of Work Process.

Technical support will be made available during the hours of 6:00 a.m. CST and 6:00 p.m. CST, Monday through Friday, excluding those days designated by the State as holidays. The State will designate a limited number of employees (ten (10) or less) who will be authorized to make use of the Contractor's technical support services. The form included as Attachment E will be completed and provided to the Contractor upon contract execution, and a current copy will be maintained in the contract file throughout the life of the contract.

In order for the technical support service to be considered available, the Contractor's technical support operation must be staffed with personnel who are qualified to answer the more commonly asked questions related to the use of ARCHIBUS, and are reasonably accessible during the hours and on the days indicated above. Reasonable accessibility is defined as, at a minimum, able to receive messages, either email or voice mail, and reply within one hour of message receipt or by 9:00 a.m. CST on the next business day if the message is delivered after 5:00 p.m. CST.

- A.8. ARCHIBUS Solution Performance. The Contractor will assist the State to evaluate the performance of the ARCHIBUS solution and provide to the State recommendations for optimizing performance. The State stipulates that the performance of the current ARCHIBUS solution has not been measured. However, as the ARCHIBUS solution is migrated to the target environment, measurement and optimization of the solution's performance will be requested. Specification and delivery of services as described in this Section A.8. will be requested and accomplished as described in Section A.13., ARCHIBUS Statement of Work Process.

At such time as the solution's performance and optimization effort is to begin, the State will define performance objectives in the Capacity Evaluation Plan. The Contractor will be provided this documentation prior to beginning the performance measurement and optimization effort, and will be allowed the opportunity to recommend revisions to the Capacity Evaluation Plan. Final approval of the Capacity Evaluation Plan rests solely with the State.

Once the Capacity Evaluation Plan is finalized, the Contractor will assist the State to evaluate key performance factors, including but not limited to:

- 1) Resource utilization – disk space, CPU utilization, available memory, memory utilization, and network utilization;
- 2) Processing – database sessions versus user sessions, transaction volumes, response times (end to end), input/output activity, and web server processes, including active execute queues, connections, garbage collection, idle threads, memory usage, server request time, sockets, throughput;
- 3) Installation – time to connect on first connection and on subsequent updates under the following scenarios: from within the State network and from home/mobile connections using a minimum of a 56K modem speed.

The Contractor will prepare, and submit to the State for review and approval, a Performance Evaluation Report that presents the findings of the evaluation of the solution's performance. The Performance Evaluation Report should provide documentation of the results of the evaluation, showing actual performance results in comparison to the performance objectives as defined in the Capacity Evaluation Plan. Any proposed network addition must be able to integrate with the existing State network. Detailed documentation must be provided, demonstrating how the network will achieve the desired response time. All calculations and assumptions are to be shown. The documentation shall, at minimum, show line speeds, devices supported per circuit and per location, routing, average and peak traffic load and average and worst case response times.

- A.9. ARCHIBUS Training Services and Documentation. The Contractor will provide training services to the State related to the use of the ARCHIBUS software and/or the business solutions implemented using ARCHIBUS. Training services for the State's technical staff will be provided, as requested. Training may be conducted on-site or through live-linked or WebEx training sessions. The Contractor will be compensated per training day, as defined Section C.3.d. Specification and delivery of ARCHIBUS training services will be requested and accomplished as described in Section A.13., ARCHIBUS Statement of Work Process.

The Contractor will provide any and all documentation pertaining to the ARCHIBUS software and all future documentation that is part of the ARCHIBUS software. Documentation, for purposes of this Section A.9., includes but is not limited to:

- 1) User Manual
- 2) Quick Reference User's Card
- 3) Operations Manual
- 4) Procedure Manual

The Contractor will provide that documentation which is provided by the software manufacturer with the purchase of the ARCHIBUS software to the State at no additional cost. Documentation of the ARCHIBUS solution that is prepared by the Contractor for use by the State, and that is above and beyond that which is provided by the ARCHIBUS software manufacturer will be requested and accomplished as described in Section A.13., ARCHIBUS Statement of Work Process.

The content of these manuals should be written in easy to understand language and include useful graphic presentations. The Contractor must provide to the State for its exclusive use two (2) electronic copies of all documentation. Further, if changes to the manuals are required as a result of changes made to ARCHIBUS (refer to Section A.10., Programming, Configuration and Customization Services), the updated documentation must be provided to the State as required by this Section A.9.

- A.10. Programming, Configuration and Customization Services. The Contractor will provide to the State programming, configuration and customization services, including but not limited to the following:

- 1) On-site assistance with the installation/implementation of software upgrades and new releases;
- 2) Provision of recommended implementation procedures for the effective utilization of ARCHIBUS;
- 3) Configuration of system functionality;
- 4) Conversion of existing database information into ARCHIBUS;
- 5) Creation of custom reports;
- 6) Modification of custom reports;

- 7) Conversion of custom reports to Crystal Reports;
- 8) Creation of custom code and/or database tables;
- 9) Modification of custom code and/or database tables.

The programming, configuration and customization services provided by the Contractor may result from a need to replace, repair, correct, modify, or otherwise update the existing ARCHIBUS solution. These services may also result from the State's request to enhance the ARCHIBUS solution. Regardless of the reason for the programming, configuration and customization services, specification and delivery of these above listed services will be requested and accomplished as described in Section A.13., ARCHIBUS Statement of Work Process.

The Contractor is required to fully test and review all programming, configuration and customization prior to delivery to the State. This may include, at the State's option, unit testing, integration testing, system testing, capacity testing, and regression testing. The Contractor is required to establish and maintain the technical environment necessary to enable this testing to be performed on the Contractor's premises. The Contractor will deliver documentation of the testing effort performed, and the testing results, upon delivery to the State of the programming, configuration and customization.

It is the State's expectation that all programming, configuration and customization will function accurately and without error at the time of delivery to the State. The State will perform testing to verify accurate and error free function; however, it is the State's expectation that few if any issues are identified as a result of the State's testing. If any issues are identified as a result of the State's testing, these issues will be resolved by the Contractor in a most timely manner.

- A.11. Problem Reporting and Response. The Contractor will respond to problem reports in an orderly and timely manner. A problem is defined as a failure of the solution, in whole or in part, or the solution's generation of an incorrect or inconsistent result. Problems are not defined as less than desirable or less than preferable processing, reporting, or presentation of data by the solution; these are enhancements (refer to severity level 4 below).

Problems may be identified through a number of means. Regardless of the means of identification, once a problem is identified, the State will log the problem by assigning the incident a unique incident number. The State will assign a severity level (refer to the severity level definitions below) to the problem at the time the incident is logged. The resulting incident log is the official record of outstanding issues to be addressed between the State and the Contractor. The State may in the future choose to use the State's Integrated Help Desk, which utilizes Remedy software, to facilitate the incident logging, reporting, response, and tracking.

The State will report a problem to the Contractor by emailing a description of the problem to the Contractor's designated staff. In the case of an urgent problem, the State will also contact the Contractor's designated staff by telephone. The State will designate a limited number of staff (less than ten (10)) that is authorized to report problems to the Contractor (reference Attachment B to this contract). This same staff is the State's designee for receiving the Contractor's response to a problem report. The Contractor will designate to the State a limited number of staff (less than ten (10)) that is authorized to receive problems reports from the State. This same staff is the Contractor's designee for submitting to the State the Contractor's response to a problem report.

Severity Level Definitions

Severity 1: results in the failure of the complete solution. There is no acceptable alternative that will yield the desired result.

Severity 2: results in the complete failure of a subsystem, key business or technical function, or of a software unit within the system. There is no way to make the failed component(s)

work. However, there is a documented, acceptable alternative that will yield the desired result. Note that if there is not a documented, acceptable alternative that will yield the desired result, the incident will be reclassified as a Severity 1 deficiency.

Severity 3: results in the system or a unit of the system producing incorrect, incomplete, or inconsistent results; however, does not result in the failure of the complete software system (Severity 1), or of a subsystem, key business or technical function, or software unit within the system (Severity 2). There is a documented, acceptable alternative that will yield the desired result. Note that if there is not a documented, acceptable alternative that will yield the desired result, the incident will be reclassified as a Severity 2 deficiency.

Severity 4: results in a less than desirable or less than preferable processing, reporting, or presentation of data by the system, whether upon input or after storage in the database; however, does not result in the failure of the complete software system (Severity 1), or of a subsystem, key business or technical function, or software unit within the system (Severity 2), or the system or a unit of the system producing incorrect, incomplete, or inconsistent results (Severity 3). There is a documented, acceptable alternative that will yield the desired result. Note that if there is not a documented, acceptable alternative that will yield the desired result, the incident will be reclassified as a Severity 3 deficiency.

For purposes of this Section A.11., as used in the description of the problem classification levels, final determination of the acceptability of an alternative rests solely with the State.

The Contractor will respond to the problem report as described below, depending upon the assigned severity level. In the event that the Contractor cannot resolve the deficiency within the indicated timeframe, through no fault of the Contractor, then the Contractor may request the State to grant an extension in writing; the State shall not unreasonably deny such requests.

	Severity 1 Problem	Severity 2 Problem	Severity 3 Problem	Severity 4 Problem
Acknowledgement of Receipt of Problem Report	Within the same business day of receiving the problem report.	Within one (1) business day of receiving the problem report.	Within one (1) business day of receiving the problem report.	Within one (1) business day of receiving the problem report. Indication should be given of whether or not resolution to the deficiency will be addressed with the next major product release.
Resolution of the Deficiency	Within one (1) business day from the time of first reporting or prior to the end of the contract term, whichever comes first.	Within five (5) business days from the time of first reporting or prior to the end of the contract term, whichever comes first	Within thirty (30) calendar days from the time of first reporting or prior to the end of the contract term, whichever comes first	If the resolution will not be made with the next major product release, only as requested via an ARCHIBUS Statement of Work (refer to Section A.13., <u>ARCHIBUS Statement of Work Process</u>)
Pre-Authorization to Incur Billable	No more than eight (8) hours total billable effort to resolve the	None	None	None

Hours	deficiency. A detailed statement of the actual effort incurred must be provided within two (2) business days from the time of first reporting. If the effort required to resolve the deficiency is more than eight (8) hours, there is no pre-authorization to proceed.			
Estimate of Total Billable Effort Required to Resolve the Deficiency (refer to Section A.13., ARCHIBUS Statement of Work Process)	Not required if the total billable effort to resolve the deficiency is no more than eight (8) hours. Else, within one (1) business day from the time of first reporting.	Within two (2) business days from the time of first reporting.	Within five (5) business days from the time of first reporting	Only as requested via an ARCHIBUS Statement of Work (refer to Section A.13., <u>ARCHIBUS Statement of Work Process</u>)

A.12. CAD-related Services. The Contractor shall provide CAD-related services, including but not limited to the following:

- 1) Creating AutoCAD floor plans from existing paper documents and for buildings that do not have existing paper documents.
- 2) Field verifying and updating existing AutoCAD floor plans and/or adding floor gross/care areas.
- 3) Adding departmental and/or gross areas to existing and/or new AutoCAD drawings and linking those to the ARCHIBUS solution, providing usable/rentable measurement per department, per floor, and per building.

Specification and delivery of the above listed services will be requested and accomplished as described in Section A.13., ARCHIBUS Statement of Work Process.

A.13. ARCHIBUS Statement of Work Process. All consulting services provided by the Contractor, excluding technical support (refer to Section A.7.), will be specified and delivered as requested in an ARCHIBUS Statement of Work (SOW). The services under the SOW will be performed by ARCHIBUS Support Staff with the skill sets listed in Section A.14. The ARCHIBUS Statement of Work form is included as Attachment D.

The State will submit an SOW to the Contractor by either faxing, or scanning and emailing the form to the Contractor's designated staff. In the case of a Contractor initiated SOW, the Contractor will either fax, or scan and email the form to the State's designated staff. The State will designate a limited number of staff (less than ten (10)) that is authorized to submit SOW's to the Contractor. This same staff is the State's designee for receiving the Contractor's detailed estimate and maximum cost assertion. The Contractor will designate to the State a limited number of staff (less than ten (10)) that is authorized to receive SOW's from the State. This same staff is the Contractor's designee for submitting to the State the Contractor's detailed estimate and maximum cost assertion. The form included as Attachment E will be completed and provided to the Contractor upon contract execution, and a current copy will be maintained in the contract file throughout the life of the contract.

The ARCHIBUS Statement of Work consists of the enumerated information below and is completed as follows:

- 1) Description of service requested (provided by the State), including any and all deliverables, specification of the programming, configuration and customization, etc., as applicable, conditions for acceptance, and the desired completion date;
- 2) Contractor's detail estimate of the effort required to deliver the service requested, which includes an itemized list of the support roles (refer to Section A.14) and associated costs that make up the maximum cost to deliver the service;
- 3) Assertion from the Contractor of the maximum cost to deliver the service requested;
- 4) Authorization to proceed from the State indicated by signature from the State's contact in Section E.2., Communications and Contacts.

Both the State and the Contractor may initiate the ARCHIBUS Statement of Work process. The Contractor may initiate the ARCHIBUS Statement of Work process as a result of a problem report with two exceptions:

- 1) A Severity 1 problem has been reported and the effort required to resolve the incident is no more than eight (8) hours total billable effort (No SOW required);
- 2) A Severity 4 problem has been reported (State initiated).

Reference Section A.11., Problem Reporting and Response for more information.

The State will initiate the ARCHIBUS Statement of Work process as a result of a Severity 4 problem report and in all circumstances not involving a problem report.

With a State initiated SOW, the State will provide a detailed description of the service requested. This description will be provided to the Contractor for use in the preparation of a detailed estimate of the effort. In the case of an SOW being prepared as a result of a problem report (Contractor initiated), the description of the service requested is the information contained in the problem report.

A detailed estimate is then prepared by the Contractor based upon the description of the service requested, and the units and per unit cost as described in Section C.3. The Contractor will also sign the ARCHIBUS Statement of Work indicating the maximum cost to the State to have the Contractor deliver the service requested. In order to prepare the detailed estimate, the Contractor is authorized to incur up to four (4) hours total billable effort per SOW. These billable hours should be itemized separately in the detailed estimate provided via the SOW.

For an ARCHIBUS Statement of Work being prepared as the result of a problem report, the Contractor will return the completed SOW to the State as outlined in Section A.11., Problem Reporting and Response. For all other ARCHIBUS Statements of Work being prepared, the Contractor will return the completed SOW to the State within five (5) business days of receipt of the SOW by the Contractor. The State will either authorize the Contractor to proceed with the service requested or cancel the Statement of Work with no further action on the part of the Contractor required. Should the State choose to cancel the Statement of Work, the Contractor will be compensated for the actual effort (up to four (4) hours) incurred to prepare the detailed estimate that was included in the canceled Statement of Work.

- A.14. ARCHIBUS Support Staff Skills and Experience. The Contractor will staff the support roles defined in Sections III and IV of Attachment C, Catalog of Services, with person(s) having skills and experience as follows:

Support Role	Skills and Experience Level Required
Technical Support	Five (5) years combined experience using ARCHIBUS as an end

	user and a system administrator.
Project Manager	Ten (10) years combined experience leading, managing and coordinating comparably scaled installations of ARCHIBUS, which involved configuration, programming, and customization, and solution performance evaluation and optimization, of which five (5) years must include above activities for a state government.
System Engineer	Ten (10) years combined experience configuring, programming, and customizing ARCHIBUS, solution performance evaluation and optimization, and preparing technical, system administration, and system user documentation.
System Programmer	Five (5) years combined experience configuring, programming, and customizing ARCHIBUS and ARCHIBUS databases.
Senior CAD Technician	Five (5) years combined experience creating AutoCAD floor plans from existing paper documents and for buildings that do not have existing paper documents; field verifying and updating existing AutoCAD floor plans and/or adding floor gross/care areas; adding departmental and/or gross areas to existing and/or new AutoCAD drawings and linking those to the ARCHIBUS solution, providing usable/rentable measurement per department, per floor, and per building.
CAD Technician	Two (2) years combined experience creating AutoCAD floor plans from existing paper documents and for buildings that do not have existing paper documents; field verifying and updating existing AutoCAD floor plans and/or adding floor gross/care areas; adding departmental and/or gross areas to existing and/or new AutoCAD drawings and linking those to the ARCHIBUS solution, providing usable/rentable measurement per department, per floor, and per building.
Support Role	Skills and Experience Level Required
Training	Five (5) years experience conducting classroom and/or WebEx training, with two (2) of these years being from conducting such training on the ARCHIBUS software modules.
Estimating	Five (5) years combined experience leading, managing and coordinating comparably scaled installations of ARCHIBUS, which involved configuration, programming, and customization, and solution performance evaluation and optimization.

B. CONTRACT PERIOD:

This Contract shall be effective for the period beginning April 2, 2012, and ending on April 1, 2017. The Contractor hereby acknowledges and affirms that the State shall have no obligation for services rendered by the Contractor which were not performed within this specified contract period.

C. PAYMENT TERMS AND CONDITIONS:

C.1. Maximum Liability. In no event shall the maximum liability of the State under this Contract exceed EIGHT HUNDRED AND FIFTY THOUSAND DOLLARS (\$850,000.00). The payment rates in Section C.3 and the Travel Compensation provided in Section C.4. shall constitute the entire compensation due the Contractor for the Service and all of the Contractor's obligations hereunder regardless of the difficulty, materials or equipment required. The payment rates

include, but are not limited to, all applicable taxes, fees, overheads, and all other direct and indirect costs incurred or to be incurred by the Contractor.

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

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

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

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

b. The Contractor shall be compensated for said units, milestones, or increments of service based upon the payment rates indicated in Attachment C, Catalog of Services, and as follows:

(1) The Contractor will be compensated for ARCHIBUS software modules and ACPs on a one-time charge, per license basis, payable at such time as the software is delivered to the State and available for installation. The version of the software to be purchased is as per Section A.6., ARCHIBUS Software Licensing and Upgrades.

(2) The Contractor will be compensated on a recurrent, per license per year basis for subscriptions to the ARCHIBUS Software Subscription Program (refer to Section A.6., ARCHIBUS Software Licensing and Upgrades).

The first annual payment will be payable at such time as the subscription is activated and available for use by the State. If there is less than one year from the date at which a new subscription becomes payable, and the annual renewal date for all other subscriptions the State has previously purchased, the first annual payment will be prorated such that all subscriptions are annually renewed on the same date.

The Contractor will be compensated annually for each additional year that the State is subscribed to the ARCHIBUS Software Subscription Program, so long as the subscription remains activated and available for use by the State.

(3) The Contractor will be compensated for limited technical support as defined in Section A.7., ARCHIBUS Technical Support, on a per hour basis, payable monthly upon invoicing.

(4) The Contractor will be compensated for consulting services provided resulting from work authorized through an ARCHIBUS Statement of Work, payable upon the State's acceptance of the deliverables required by the Statement of Work (refer to Section A.13., ARCHIBUS Statement of Work Process).

- c. The Contractor shall not be compensated for travel time to the primary location of service provision.
- d. A "day" shall be defined as a minimum of eight (8) hours of service. If the Contractor provides fewer than eight hours of service in a standard twenty-four hour day, the Contractor shall bill *pro rata* for only those portions of the day in which service was actually delivered. The Contractor shall not bill more than the daily rate even if the Contractor works more than eight hours in a day.

C.4. Travel Compensation.

- a. Compensation to the Contractor for travel, meals, or lodging shall be subject to amounts and limitations specified in the "State Comprehensive Travel Regulations," as they are amended from time to time.
- b. The Contractor must include (in addition to other invoice requirements of this Contract) a complete itemization of travel compensation requested in accordance with and attaching to the invoice appropriate documentation and receipts as required by the above-referenced "State Comprehensive Travel Regulations."
- c. The Contractor will be reimbursed for travel involved in providing onsite support only when requested by the State and as authorized by email from the State's contact in Section E.2., Communications and Contacts. Such travel will always result from an authorized ARCHIBUS Statement of Work (refer to Section A.13., ARCHIBUS Statement of Work Process).

C.5. Invoice Requirements. The Contractor shall invoice the State only for completed increments of service and for the amount stipulated in section C.3, above, and present said invoices no more often than monthly, with all necessary supporting documentation, to:

Brad Taylor, IT Director
 Department of General Services
 312 Rosa L. Parks Avenue, 24th Floor
 Nashville, TN 37243

- a. Each invoice shall clearly and accurately detail all of the following required information (calculations must be extended and totaled correctly).
 - (1) Invoice Number (assigned by the Contractor)
 - (2) Invoice Date
 - (3) Contract Number (assigned by the State)
 - (4) Customer Account Name: Department of General Services, Information Technology Management
 - (5) Customer Account Number (assigned by the Contractor to the above-referenced Customer)
 - (6) Contractor Name
 - (7) Contractor Federal Employer Identification, Social Security, or Tennessee Edison Registration ID Number Referenced in Preamble of this Contract
 - (8) Contractor Contact for Invoice Questions (name, phone, and/or fax)
 - (9) Contractor Remittance Address
 - (10) Description of Delivered Service
 - (11) Complete Itemization of Charges, which shall detail the following:

- i. Service or Milestone Description (including name & title as applicable) of each service invoiced
- ii. Number of Completed Units, Increments, Hours, or Days as applicable, of each service invoiced
- iii. Applicable Payment Rate (as stipulated in Section C.3.) of each service invoiced
- iv. Amount Due by Service
- v. Total Amount Due for the invoice period

b. The Contractor understands and agrees that an invoice under this Contract shall:

- (1) include only charges for service described in Contract Section A and in accordance with payment terms and conditions set forth in Contract Section C;
- (2) only be submitted for completed service and shall not include any charge for future work;
- (3) not include sales tax or shipping charges; and
- (4) initiate the timeframe for payment (and any discounts) only when the State is in receipt of the invoice, and the invoice meets the minimum requirements of this section C.5.

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

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

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

C.9. Prerequisite Documentation. The Contractor shall not invoice the State under this Contract until the State has received the following documentation properly completed.

- a. The Contractor shall complete, sign, and present to the State an "Authorization Agreement for Automatic Deposit (ACH Credits) Form" provided by the State. By doing so, the Contractor acknowledges and agrees that, once said form is received by the State, all payments to the Contractor, under this or any other contract the Contractor has with the State of Tennessee shall be made by Automated Clearing House (ACH).
- b. The Contractor shall complete, sign, and present to the State a "Substitute W-9 Form" provided by the State. The taxpayer identification number detailed by said form must agree with the Contractor's Federal Employer Identification Number or Tennessee Edison Registration ID referenced in this Contract.

D. STANDARD TERMS AND CONDITIONS:

D.1. Required Approvals. The State is not bound by this Contract until it is signed by the contract parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this contract, said officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).

- D.2. Modification and Amendment. This Contract may be modified only by a written amendment signed by all parties hereto and approved by both the officials who approved the base contract and, depending upon the specifics of the contract as amended, any additional officials required by Tennessee laws and regulations (said officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.3. Termination for Convenience. The State may terminate this Contract without cause for any reason. Said termination shall not be deemed a breach of contract by the State. The State shall give the Contractor at least thirty (30) days written notice before the effective termination date. The Contractor shall be entitled to compensation for satisfactory, authorized service completed as of the termination date, but in no event shall the State be liable to the Contractor for compensation for any service which has not been rendered. Upon such termination, the Contractor shall have no right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- D.4. Termination for Cause. If the Contractor fails to properly perform its obligations under this Contract in a timely or proper manner, or if the Contractor violates any terms of this Contract, the State shall have the right to immediately terminate the Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the above, the Contractor shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Contract by the Contractor.
- D.5. Subcontracting. The Contractor shall not assign this Contract or enter into a subcontract for any of the services performed under this Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, each shall contain, at a minimum, sections of this Contract below pertaining to "Conflicts of Interest," "Nondiscrimination," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Contractor shall be the prime contractor and shall be responsible for all work performed.
- D.6. Conflicts of Interest. The Contractor warrants that no part of the total Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Contractor in connection with any work contemplated or performed relative to this Contract.
- The Contractor acknowledges, understands, and agrees that this Contract shall be null and void if the Contractor is, or within the past six months has been, an employee of the State of Tennessee or if the Contractor is an entity in which a controlling interest is held by an individual who is, or within the past six months has been, an employee of the State of Tennessee.
- D.7. Nondiscrimination. The Contractor hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the Contractor on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law. The Contractor shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.8. Prohibition of Illegal Immigrants. The requirements of *Tennessee Code Annotated*, Section 12-4-124, *et seq.*, addressing the use of illegal immigrants in the performance of any Contract to supply goods or services to the state of Tennessee, shall be a material provision of this Contract, a breach of which shall be grounds for monetary and other penalties, up to and including termination of this Contract.

- a. The Contractor hereby attests, certifies, warrants, and assures that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this Contract. The Contractor shall reaffirm this attestation, in writing, by submitting to the State a completed and signed copy of the document at Attachment A, hereto, semi-annually during the period of this Contract. Such attestations shall be maintained by the Contractor and made available to state officials upon request.
 - b. Prior to the use of any subcontractor in the performance of this Contract, and semi-annually thereafter, during the period of this Contract, the Contractor shall obtain and retain a current, written attestation that the subcontractor shall not knowingly utilize the services of an illegal immigrant to perform work relative to this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant to perform work relative to this Contract. Attestations obtained from such subcontractors shall be maintained by the Contractor and made available to state officials upon request.
 - c. The Contractor shall maintain records for all personnel used in the performance of this Contract. Said records shall be subject to review and random inspection at any reasonable time upon reasonable notice by the State.
 - d. The Contractor understands and agrees that failure to comply with this section will be subject to the sanctions of *Tennessee Code Annotated*, Section 12-4-124, *et seq.* for acts or omissions occurring after its effective date. This law requires the Commissioner of Finance and Administration to prohibit a contractor from contracting with, or submitting an offer, proposal, or bid to contract with the State of Tennessee to supply goods or services for a period of one year after a contractor is discovered to have knowingly used the services of illegal immigrants during the performance of this Contract.
 - e. For purposes of this Contract, "illegal immigrant" shall be defined as any person who is not either a United States citizen, a Lawful Permanent Resident, or a person whose physical presence in the United States is authorized or allowed by the federal Department of Homeland Security and who, under federal immigration laws and/or regulations, is authorized to be employed in the U.S. or is otherwise authorized to provide services under the Contract.
- D.9. Records. The Contractor shall maintain documentation for all charges under this Contract. The books, records, and documents of the Contractor, insofar as they relate to work performed or money received under this Contract, shall be maintained for a period of three (3) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the State, the Comptroller of the Treasury, or their duly appointed representatives. The financial statements shall be prepared in accordance with generally accepted accounting principles.
- D.10. Prevailing Wage Rates. All contracts for construction, erection, or demolition or to install goods or materials that involve the expenditure of any funds derived from the State require compliance with the prevailing wage laws as provided in *Tennessee Code Annotated*, Section 12-4-401, *et seq.*
- D.11. Monitoring. The Contractor's activities conducted and records maintained pursuant to this Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.12. Progress Reports. The Contractor shall submit brief, periodic, progress reports to the State as requested.

- D.13. Strict Performance. Failure by any party to this Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Contract shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties hereto.
- D.14. Independent Contractor. The parties hereto, in the performance of this Contract, shall not act as employees, partners, joint venturers, or associates of one another. It is expressly acknowledged by the parties hereto that such parties are independent contracting entities and that nothing in this Contract shall be construed to create an employer/employee relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.
- The Contractor, being an independent contractor and not an employee of the State, agrees to carry adequate public liability and other appropriate forms of insurance, including adequate public liability and other appropriate forms of insurance on the Contractor's employees, and to pay all applicable taxes incident to this Contract.
- D.15. State Liability. The State shall have no liability except as specifically provided in this Contract.
- D.16. Force Majeure. The obligations of the parties to this Contract are subject to prevention by causes beyond the parties' control that could not be avoided by the exercise of due care including, but not limited to, natural disasters, riots, wars, epidemics, or any other similar cause.
- D.17. State and Federal Compliance. The Contractor shall comply with all applicable State and Federal laws and regulations in the performance of this Contract.
- D.18. Governing Law. This Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The Contractor agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Contract. The Contractor acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising therefrom, shall be subject to and limited to those rights and remedies, if any, available under *Tennessee Code Annotated*, Sections 9-8-101 through 9-8-407.
- D.19. Completeness. This Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions of the parties' agreement. This Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.
- D.20. Severability. If any terms and conditions of this Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions hereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this Contract are declared severable.
- D.21. Headings. Section headings of this Contract are for reference purposes only and shall not be construed as part of this Contract.

E. SPECIAL TERMS AND CONDITIONS:

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

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

The State:

Brad Taylor, IT Director
Department of General Services
312 Rosa L. Parks Avenue, 24th Floor, Nashville, TN 37243
brad.taylor@tn.gov
Telephone # (615) 741-1889
FAX # (615) 741-1789

The Contractor:

Alan Neill, Vice President
Business Products Group dba Business Resource Group (BRG)
10440 North Central Expressway, Suite 1150
aneill@brg.com

Telephone # 214-777-5181
FAX # 214-889-5466

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

- E.3. Subject to Funds Availability. The Contract is subject to the appropriation and availability of State and/or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate the Contract upon written notice to the Contractor. Said termination shall not be deemed a breach of Contract by the State. Upon receipt of the written notice, the Contractor shall cease all work as associated with the Contract. Should such an event occur, the Contractor shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Contractor shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- E.4. Tennessee Consolidated Retirement System. The Contractor acknowledges and understands that, subject to statutory exceptions contained in *Tennessee Code Annotated*, Section 8-36-801, *et. seq.*, the law governing the Tennessee Consolidated Retirement System (TCRS), provides that if a retired member of TCRS, or of any superseded system administered by TCRS, or of any local retirement fund established pursuant to *Tennessee Code Annotated*, Title 8, Chapter 35, Part 3 accepts state employment, the member's retirement allowance is suspended during the period of the employment. Accordingly and notwithstanding any provision of this Contract to the contrary, the Contractor agrees that if it is later determined that the true nature of the working relationship between the Contractor and the State under this Contract is that of "employee/employer" and not that of an independent contractor, the Contractor, if a retired member of TCRS, may be required to repay to TCRS the amount of retirement benefits the Contractor received from TCRS during the period of this Contract.
- E.5. Insurance. The Contractor shall carry adequate liability and other appropriate forms of insurance.

- a. The Contractor shall maintain, at minimum, the following insurance coverage:
- (1) Workers' Compensation/ Employers' Liability (including all states coverage) with a limit not less than the relevant statutory amount or one million dollars (\$1,000,000) per occurrence for employers' liability whichever is greater.
 - (2) Comprehensive Commercial General Liability (including personal injury & property damage, premises/operations, independent contractor, contractual liability and completed operations/products) with a bodily injury/property damage combined single limit not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate.
 - (3) Automobile Coverage (including owned, leased, hired, and non-owned vehicles) with a bodily injury/property damage combined single limit not less than one million dollars (\$1,000,000) per occurrence.
- b. At any time State may require the Contractor to provide a valid Certificate of Insurance detailing Coverage Description; Insurance Company & Policy Number; Exceptions and Exclusions; Policy Effective Date; Policy Expiration Date; Limit(s) of Liability; and Name and Address of Insured. Failure to provide required evidence of insurance coverage shall be a material breach of this Contract.

E.6. 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 shall be regarded as confidential information in accordance with the provisions of applicable state and federal law, state and federal rules and regulations, departmental policy, and ethical standards. Such confidential information shall not be disclosed, and all necessary steps shall be taken by the Contractor to safeguard the confidentiality of such material or information in conformance with applicable state and federal law, state and federal rules and regulations, departmental policy, and ethical standards.

The Contractor's obligations under this section do not apply to information in the public domain; entering the public domain but not from a breach by the Contractor of this Contract; previously possessed by the Contractor without written obligations to the State to protect it; acquired by the Contractor without written restrictions against disclosure from a third party with, to the Contractor's knowledge, is free to disclose the information; independently developed by the Contractor without the use of the State's information; or, disclosed by the State to others without restrictions against disclosure. Nothing in this paragraph shall permit Contractor to disclose any information that is confidential under federal or state law or regulations, 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.

It is expressly understood and agreed the obligations set forth in this section shall survive the termination of this Contract.

E.7. State Ownership of Work Products. The State shall have ownership, right, title, and interest, including ownership of copyright, in all work products, including computer source code, created, designed, developed, derived, documented, installed, or delivered under this Contract subject to the next subsection and full and final payment for each "Work Product." The State shall have royalty-free and unlimited rights and license to use, disclose, reproduce, publish, distribute, modify, maintain, or create derivative works from, for any purpose whatsoever, all said Work Products.

- a. To the extent that the Contractor uses any of its pre-existing, proprietary or independently developed tools, materials or information ("Contractor Materials"), the Contractor shall retain all right, title and interest in and to such Contractor Materials, and the State shall acquire no right, title or interest in or to such Contractor Materials EXCEPT that the Contractor grants to the State an unlimited, non-transferable license to use, copy and distribute internally, solely for the State's internal purposes, any Contractor Materials reasonably associated with any Work Product provided under the Contract.
- b. The Contractor shall furnish such information and data as the State may request, including but not limited to computer code, that is applicable, essential, fundamental, or intrinsic to any Work Product and Contractor Materials reasonably associated with any Work Product, in accordance with this Contract and applicable state law.
- c. Nothing in this Contract shall prohibit the Contractor's use for its own purposes of the general knowledge, skills, experience, ideas, concepts, know-how, and techniques obtained and used during the course of providing the services requested under this Contract.
- d. Nothing in the Contract shall prohibit the Contractor from developing for itself, or for others, materials which are similar to and/or competitive with those that are produced under this Contract.

E.8. 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. this Contract document with any attachments or exhibits (excluding the items listed at subsections b. through e., below);
- b. any clarifications of or addenda to the Contractor's proposal seeking this Contract;
- c. the State solicitation, as may be amended, requesting proposals in competition for this Contract;
- d. any technical specifications provided to proposers during the procurement process to award this Contract;
- e. the Contractor's proposal seeking this Contract.

E.9. Prohibited Advertising. The Contractor shall not refer to this Contract or the Contractor's relationship with the State hereunder in commercial advertising in such a manner as to state or imply that the Contractor or the Contractor's services are endorsed. It is expressly understood and agreed that the obligations set forth in this section shall survive the termination of this Contract in perpetuity.

E.10. Debarment and Suspension. The Contractor certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:

- a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;

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

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

E.11. Contractor Commitment to Diversity. The Contractor shall comply with and make reasonable business efforts to exceed the commitment to diversity represented by the Contractor's proposal responding to RFP-32107.00211 (Attachment 6.2, Section B, Item B.15.) and the Contractor's Letter of Diversity Commitment contained in *pro forma* contract Attachment F. The Contractor shall assist the State in monitoring the Contractor's performance of this commitment by providing, as requested, a quarterly report of participation in the performance of this Contract by small business enterprises and businesses owned by minorities, women, and persons with a disability. Such reports shall be provided to the state of Tennessee Governor's Office of Diversity Business Enterprise in form and substance as required by said office.

E.12. Hold Harmless. The Contractor agrees to indemnify and hold harmless the State of Tennessee as well as its officers, agents, and employees from and against any and all claims, liabilities, losses, and causes of action which may arise, accrue, or result to any person, firm, corporation, or other entity which may be injured or damaged as a result of acts, omissions, or negligence on the part of the Contractor, its employees, or any person acting for or on its or their behalf relating to this Contract. The Contractor further agrees it shall be liable for the reasonable cost of attorneys for the State in the event such service is necessitated to enforce the terms of this Contract or otherwise enforce the obligations of the Contractor to the State.

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

E.13. Breach. A party shall be deemed to have breached the Contract if any of the following occurs:

- failure to perform in accordance with any term or provision of the Contract;
- partial performance of any term or provision of the Contract;
- any act prohibited or restricted by the Contract, or
- violation of any warranty.

For purposes of this Contract, these items shall hereinafter be referred to as a "Breach."

- a. Contractor Breach— The State shall notify Contractor in writing of a Breach.

- (1) In event of a Breach by Contractor, the State shall have available the remedy of Actual Damages and any other remedy available at law or equity.
- (2) Partial Default— In the event of a Breach, the State may declare a Partial Default. In which case, the State shall provide the Contractor written notice of: (1) the date which Contractor shall terminate providing the service associated with the Breach; and (2) the date the State will begin to provide the service associated with the Breach. Notwithstanding the foregoing, the State may revise the time periods contained in the notice written to the Contractor.

In the event the State declares a Partial Default, the State may withhold, together with any other damages associated with the Breach, from the amounts due the Contractor the greater of: (1) amounts which would be paid the Contractor to provide the defaulted service; or (2) the cost to the State of providing the defaulted service, whether said service is provided by the State or a third party. To determine the amount the Contractor is being paid for any particular service, the Department shall be entitled to receive within five (5) days any requested material from Contractor. The State shall make the final and binding determination of said amount.

Upon Partial Default, the Contractor shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount. Contractor agrees to cooperate fully with the State in the event a Partial Default is taken.

- (3) Contract Termination— In the event of a Breach, the State may terminate the Contract immediately or in stages. The Contractor shall be notified of the termination in writing by the State. Said notice shall hereinafter be referred to as Termination Notice. The Termination Notice may specify either that the termination is to be effective immediately, on a date certain in the future, or that the Contractor shall cease operations under this Contract in stages. In the event of a termination, the State may withhold any amounts which may be due Contractor without waiver of any other remedy or damages available to the State at law or at equity. The Contractor shall be liable to the State for any and all damages incurred by the State and any and all expenses incurred by the State which exceed the amount the State would have paid Contractor under this Contract. Contractor agrees to cooperate with the State in the event of a Contract Termination or Partial Takeover.

- b. State Breach— In the event of a Breach of Contract by the State, the Contractor shall notify the State in writing within 30 days of any Breach of Contract by the State. Said notice shall contain a description of the Breach. Failure by the Contractor to provide said written notice shall operate as an absolute waiver by the Contractor of the State's Breach. In no event shall any Breach on the part of the State excuse the Contractor from full performance under this Contract. In the event of Breach by the State, the Contractor may avail itself of any remedy at law in the forum with a appropriate jurisdiction; provided, however, failure by the Contractor to give the State written notice and opportunity to cure as described herein operates as a waiver of the State's Breach. Failure by the Contractor to file a claim before the appropriate forum in Tennessee with jurisdiction to hear such claim within one (1) year of the written notice of Breach shall operate as a waiver of said claim in its entirety. It is agreed by the parties this provision establishes a contractual period of limitations for any claim brought by the Contractor.

E.14. Partial Takeover. The State may, at its convenience and without cause, exercise a partial takeover of any service which the Contractor is obligated to perform under this Contract, including

but not limited to any service which is the subject of a subcontract between Contractor and a third party, although the Contractor is not in breach (hereinafter referred to as "Partial Takeover"). Said Partial Takeover shall not be deemed a Breach of Contract by the State. Contractor shall be given at least 30 days prior written notice of said Partial Takeover with said notice to specify the area(s) of service the State will assume and the date of said assumption. Any Partial Takeover by the State shall not alter in any way Contractor's other obligations under this Contract. The State may withhold from amounts due the Contractor the amount the Contractor would have been paid to deliver the service as determined by the State. The amounts shall be withheld effective as of the date the State assumes the service. Upon Partial Takeover, the Contractor shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

- E.15. Disclosure of Personal Identity Information. The Contractor shall report to the State any instances of unauthorized disclosure of confidential information that come to the attention of the Contractor. Any such report shall be made by the Contractor within twenty-four (24) hours after the instance has come to the attention of the Contractor. The Contractor, at the sole discretion of the State, shall provide no cost credit monitoring services for individuals that are deemed to be part of a potential disclosure. The Contractor shall bear the cost of notification to individuals having personal identity information involved in a potential disclosure event, including individual letters and/or public notice.
- E.16. Non-State Standard Software or Hardware. In the event that the Contractor wishes to introduce non-State standard software or hardware components ("products") into the State's technology environment, in support of, or related to, the services the Contractor is providing under this Contract, the Contractor must make a formal written request to the State prior to introducing the non-State Standard Products. Such a request is referred to as a "Non-State Standard Product Request."
- a. Non-State Standard Products are defined as:
- Any software that is not listed and designated as Current in the *Tennessee Enterprise Architecture*, as amended; or
 - Any hardware that is not listed and designated as Current in, or is not compatible with standards listed in, the *Tennessee Enterprise Architecture*, as amended.
- b. The State's Department of Finance and Administration, Office of Information Resources (OIR), shall consider the Non-State Standard Product Request and shall render a written determination, in the State's best interest, to approve or disapprove the request. If OIR disapproves the request, the Contractor agrees to withdraw the request and substitute State Standard Products in place of the Non-State Standard Products, at no additional cost to the State.
- E.17. Catalog of Services Updates.
- a. During the course of this contract, the State may request that the Contractor update the Catalog of Services with additional line items, otherwise known as "Non-Prepiced Items" or "NPIs." The NPIs shall be within the general scope of services. The State shall provide the Contractor with a written description of the NPI, and the Contractor shall submit a price to the State for the NPI.
- b. The State requires that the pricing of offered to the State for NPIs be competitive with pricing of offered to the market in general. The Contractor must provide detailed documentation to the State to substantiate the proposed cost(s).

- c. All Contractor, supplier, and/or subcontractor pricing information used in determining the price(s) for NPIs shall be subject to audit by the State, the Tennessee Comptroller of the Treasury, or their duly appointed representatives. Such audit shall be performed during normal business hours upon reasonable notice by the State.
- d. If the State and Contractor reach an agreement regarding the service(s) and the cost(s) associated with the addition, the State will add the new line items to Contract Attachment C, Catalog of Services, through the Contract amendment process. Such amendments shall be signed by the Contractor and the head of the procuring State agency and approved by other State officials as required by State Laws and Regulations. The Contractor shall not commence additional work until the State has issued a written contract amendment and secured all required approvals.

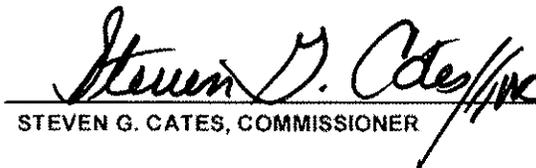
E.18. Authorized Individuals. Each party hereto will provide the other party hereto with a list identifying the individuals from whom the other party is authorized to accept requests for estimates, Statements of Work, technical support requests, problem reports and responses, and software and/or application documentation which may be given hereunder by the party providing such list. The parties hereto shall only be entitled to rely on requests for estimates, Statements of Work, technical support requests, problem reports and responses, and software and/or application documentation given by such individuals. The form included as Attachment E will be completed and provided to the Contractor upon contract execution, and a current copy will be maintained in the contract file throughout the life of the contract.

IN WITNESS WHEREOF,

BUSINESS PRODUCTS GROUP dba Business Resource Group (BRG):

 <hr/> TIMOTHY THOMAS, CHIEF FINANCIAL OFFICER	4/2/12 <hr/> DATE
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DEPARTMENT OF GENERAL SERVICES:

 <hr/> STEVEN G. CATES, COMMISSIONER	4/5/12 <hr/> DATE
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ATTACHMENT A

ATTESTATION RE PERSONNEL USED IN CONTRACT PERFORMANCE

SUBJECT CONTRACT NUMBER:	Edison Contract ID#30881
CONTRACTOR LEGAL ENTITY NAME:	Business Products Group dba Business Resource Group (BRG)
FEDERAL EMPLOYER IDENTIFICATION NUMBER: (or Social Security Number)	██████████

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



CONTRACTOR SIGNATURE

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

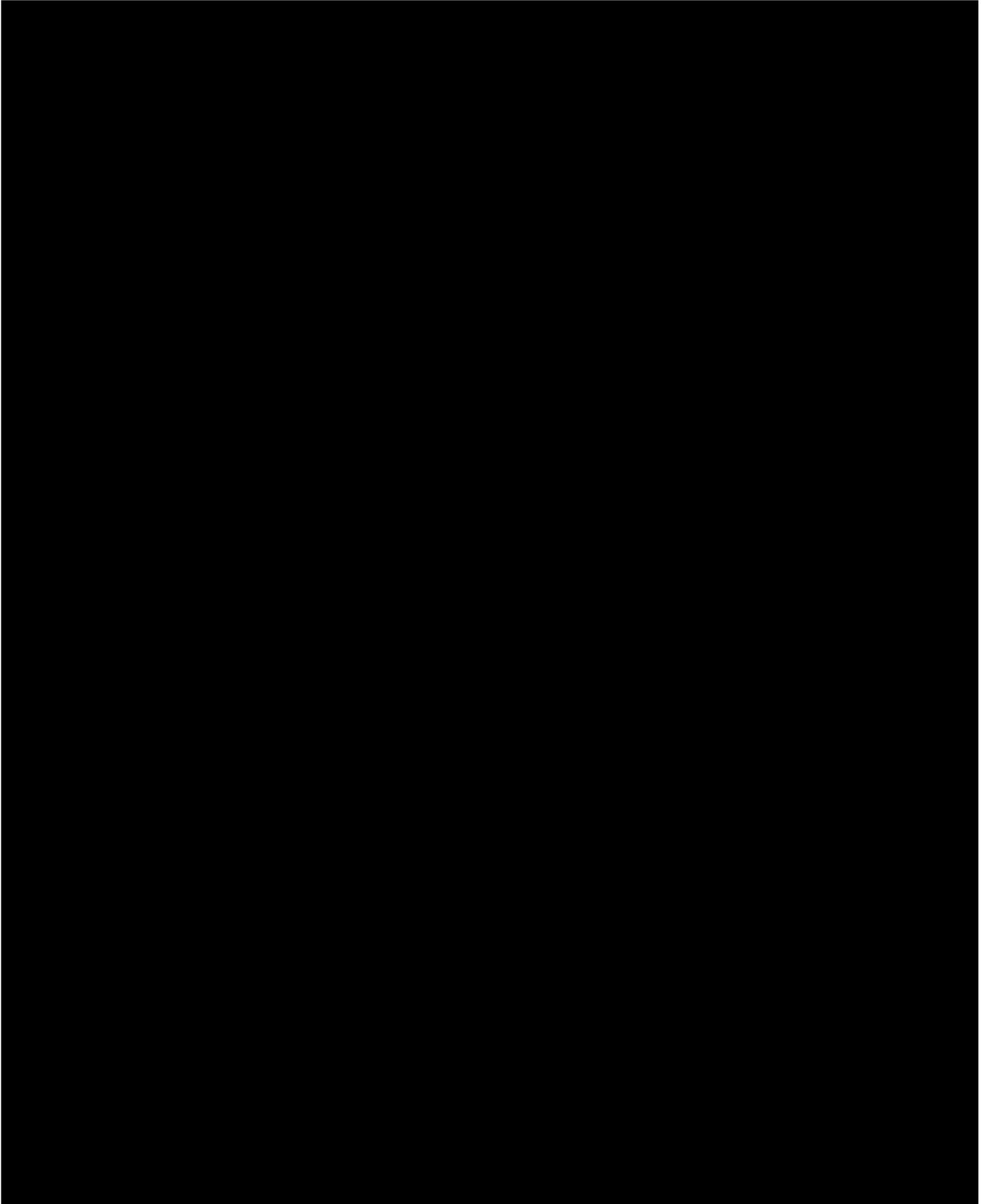
TIMOTHY THOMAS, CHIEF FINANCIAL OFFICER

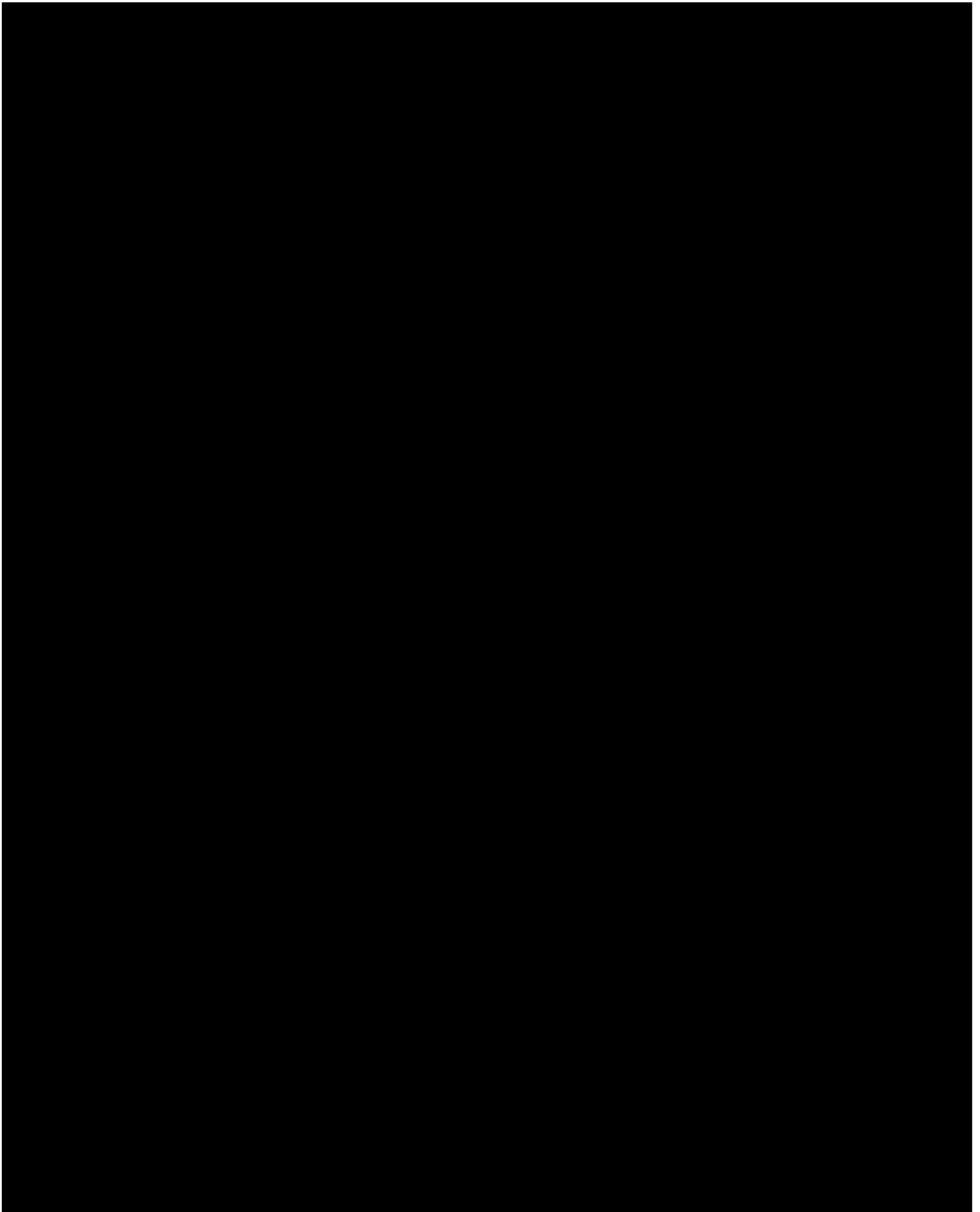
PRINTED NAME AND TITLE OF SIGNATORY

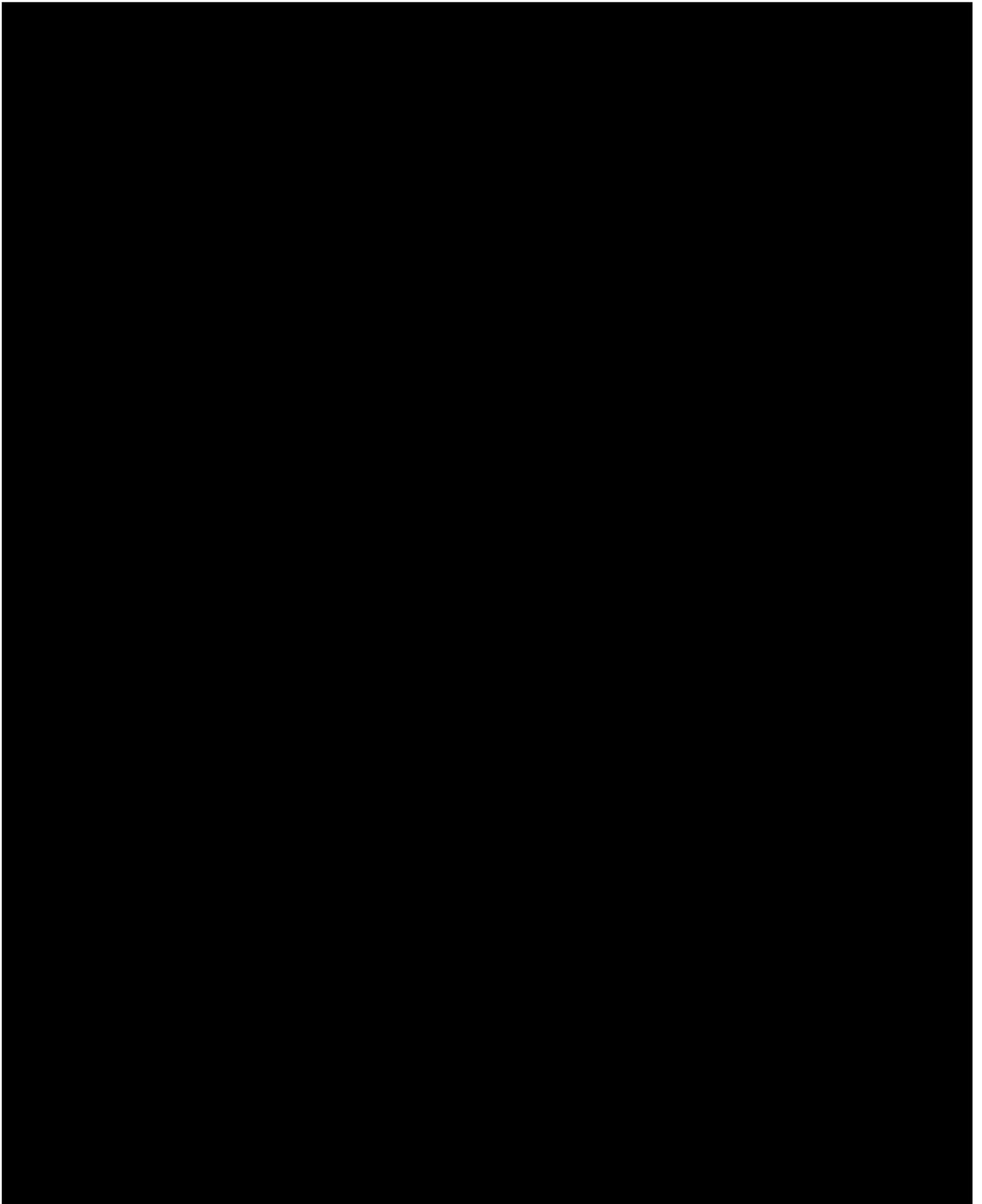
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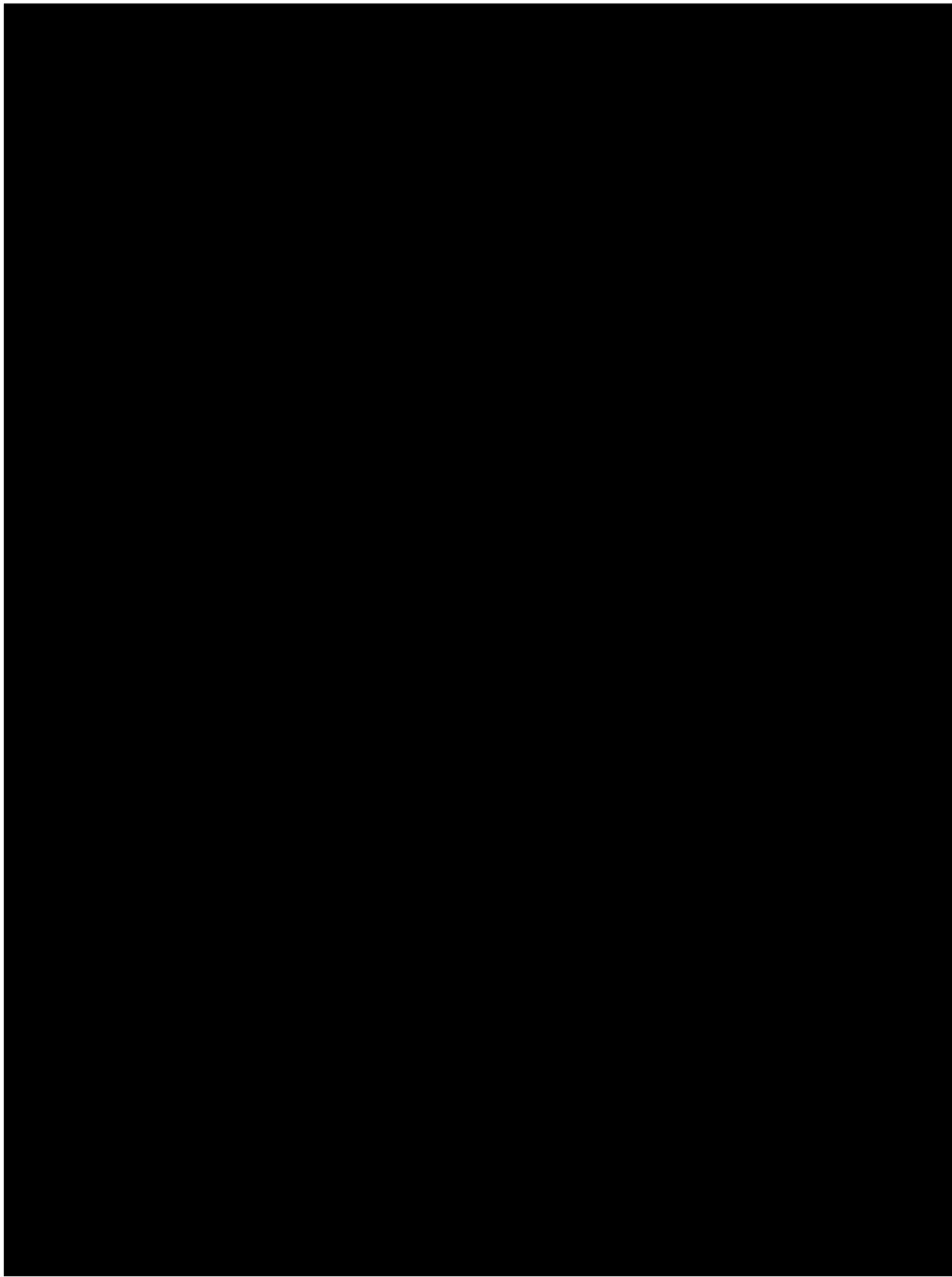
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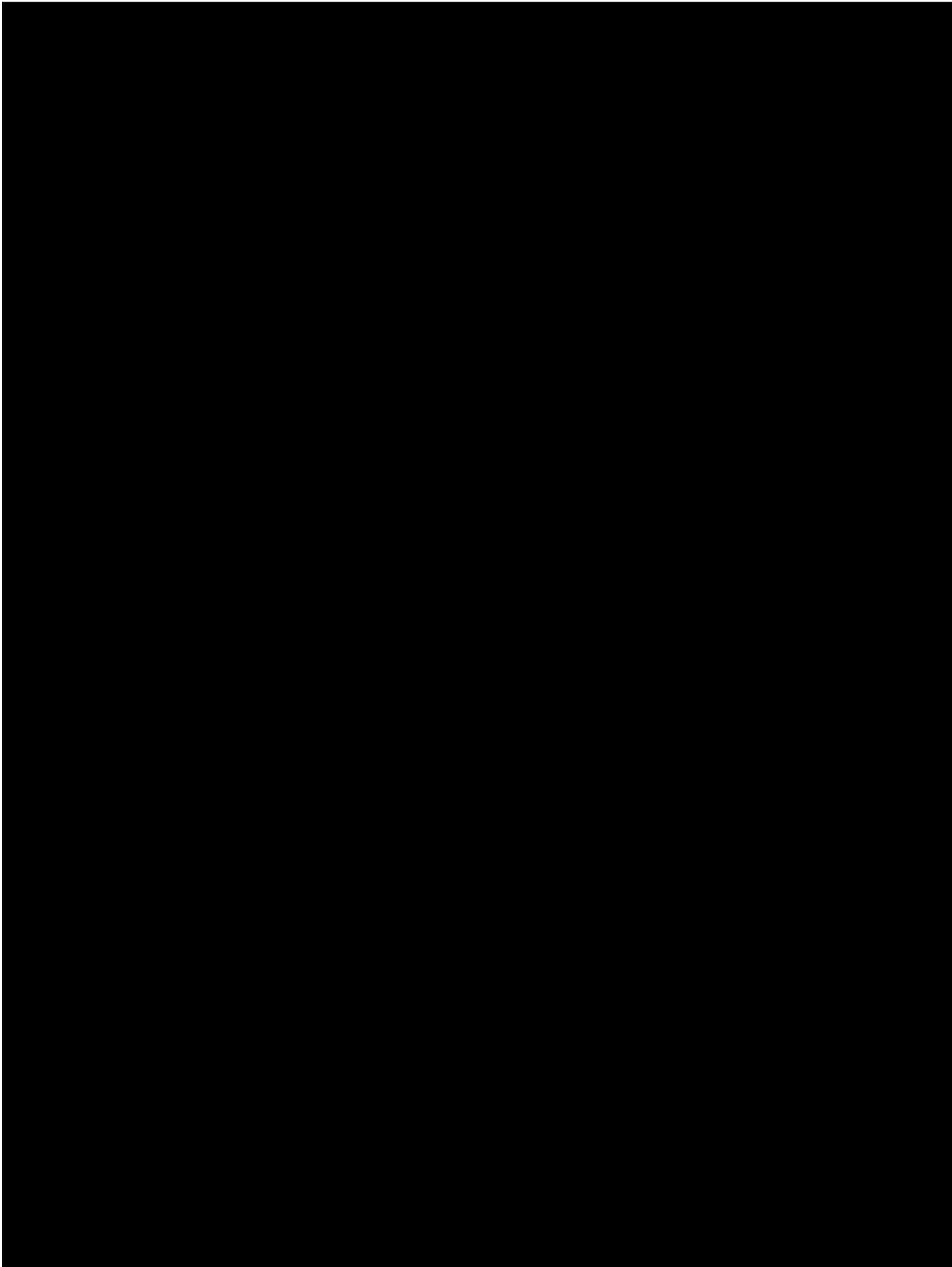
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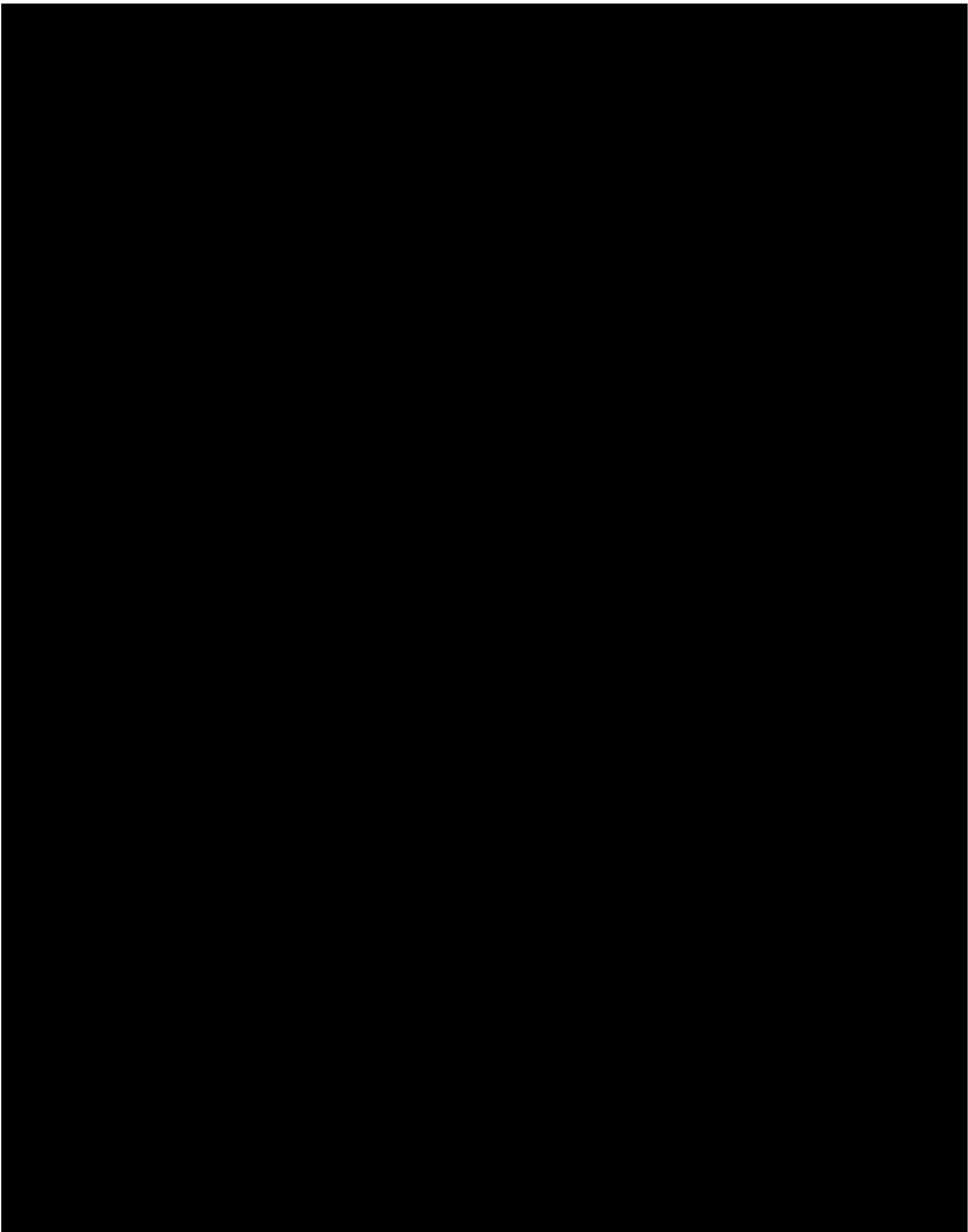


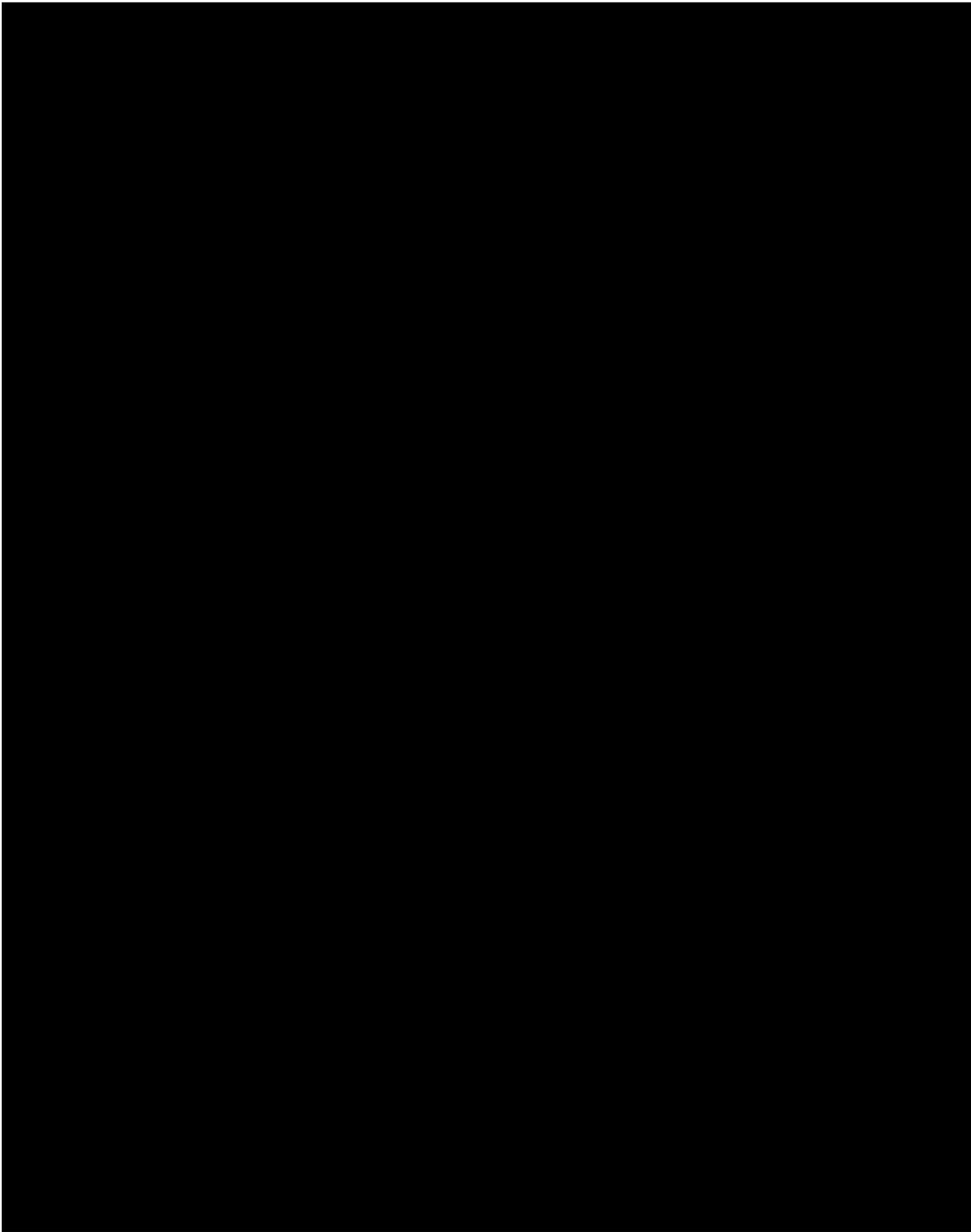


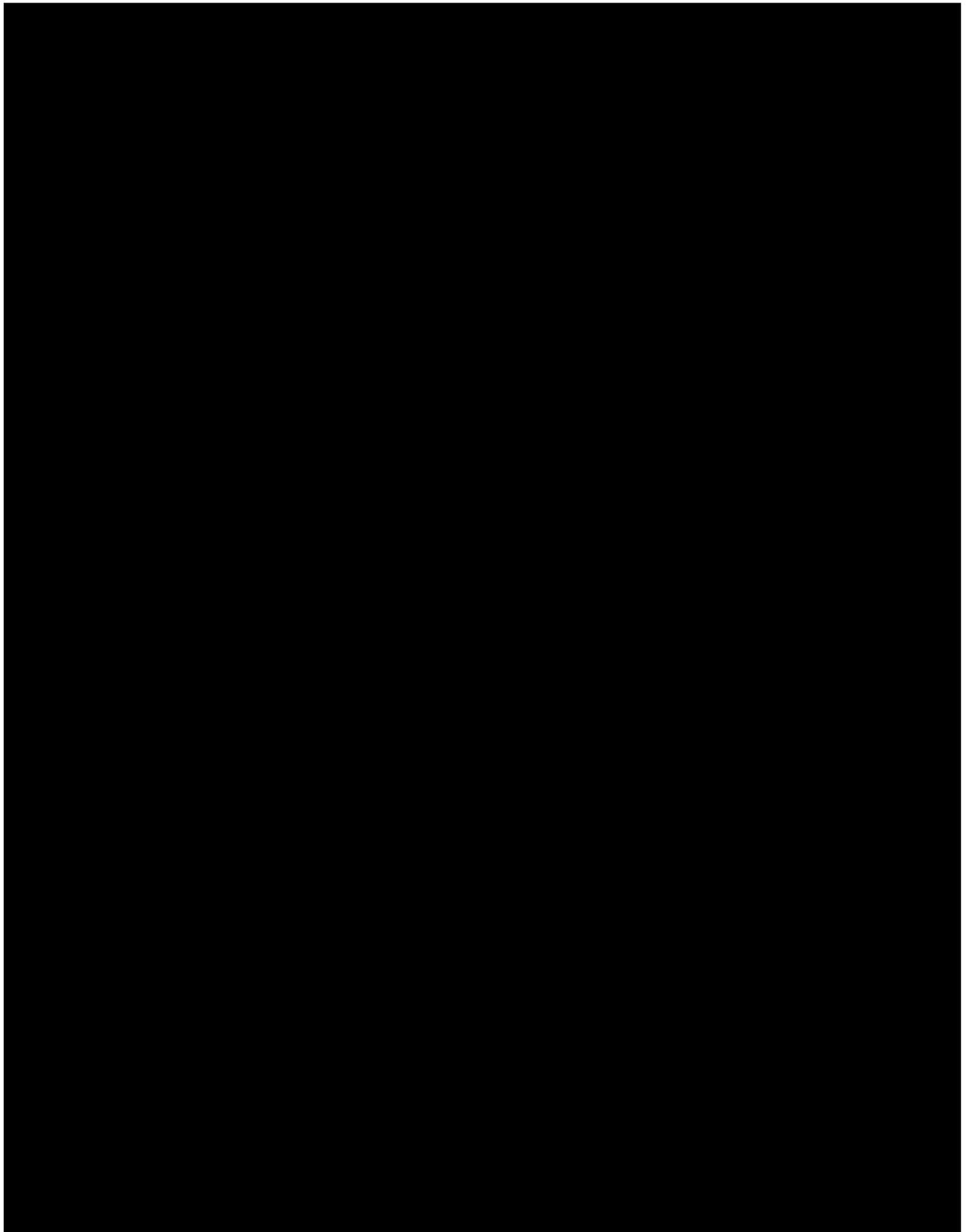


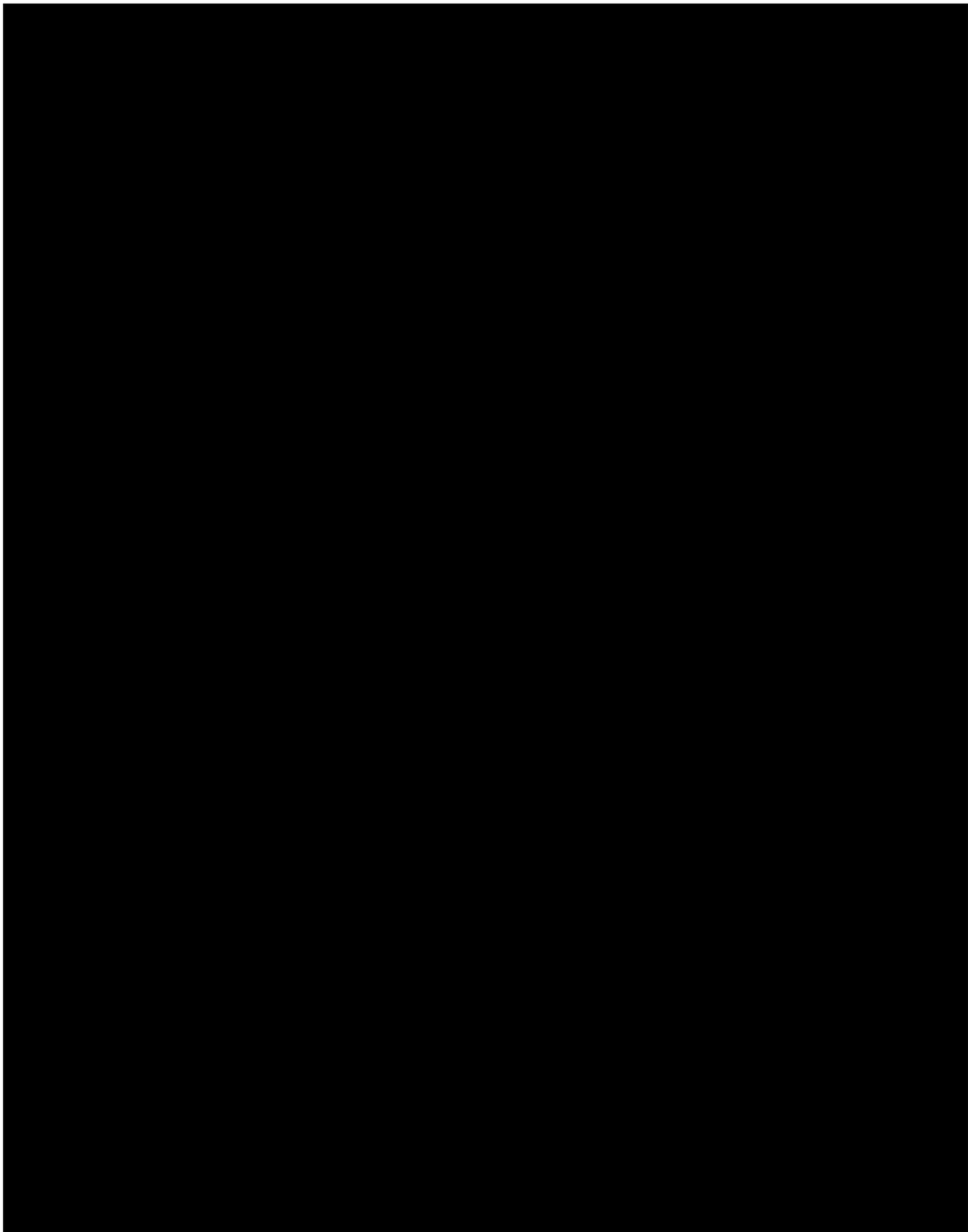


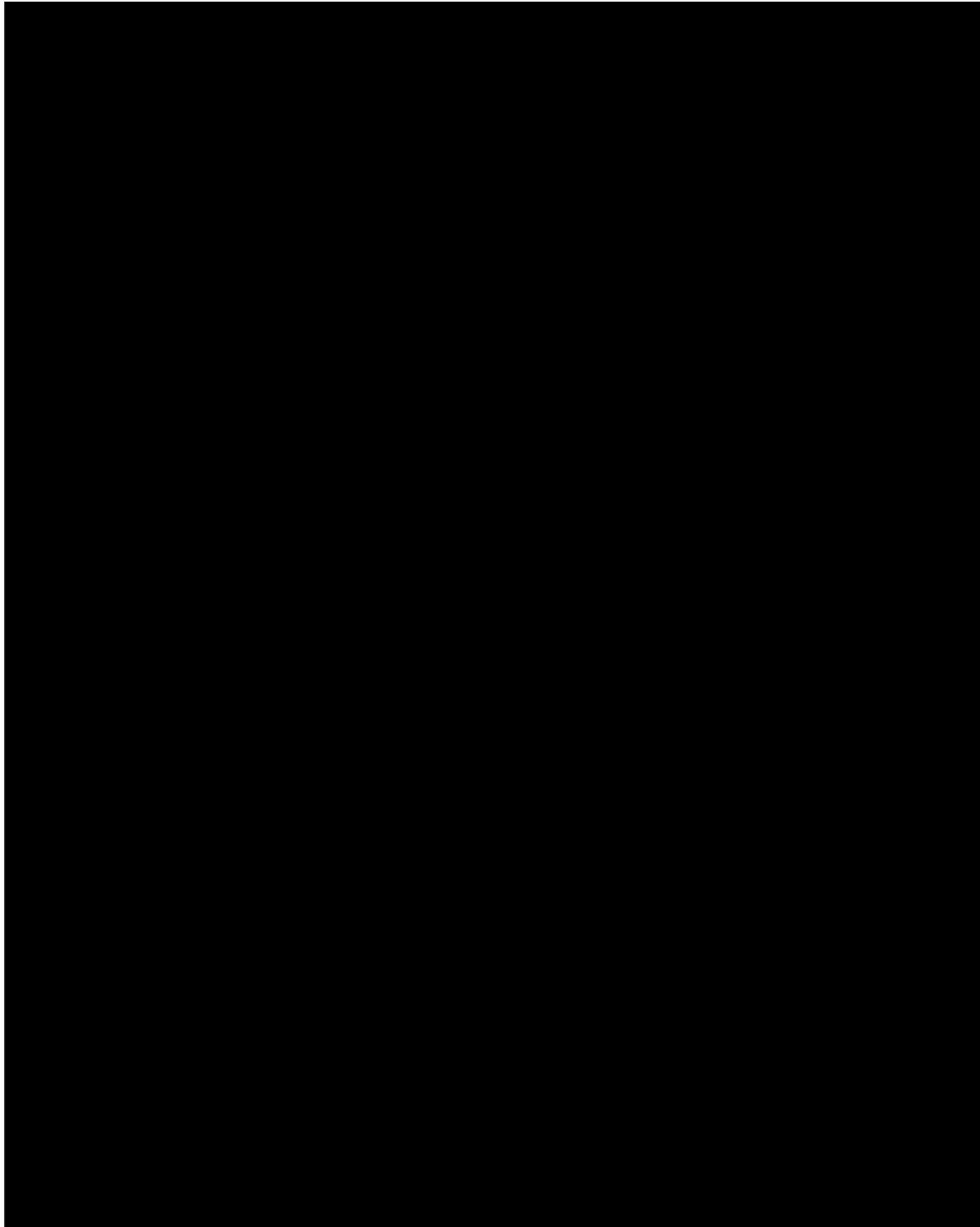


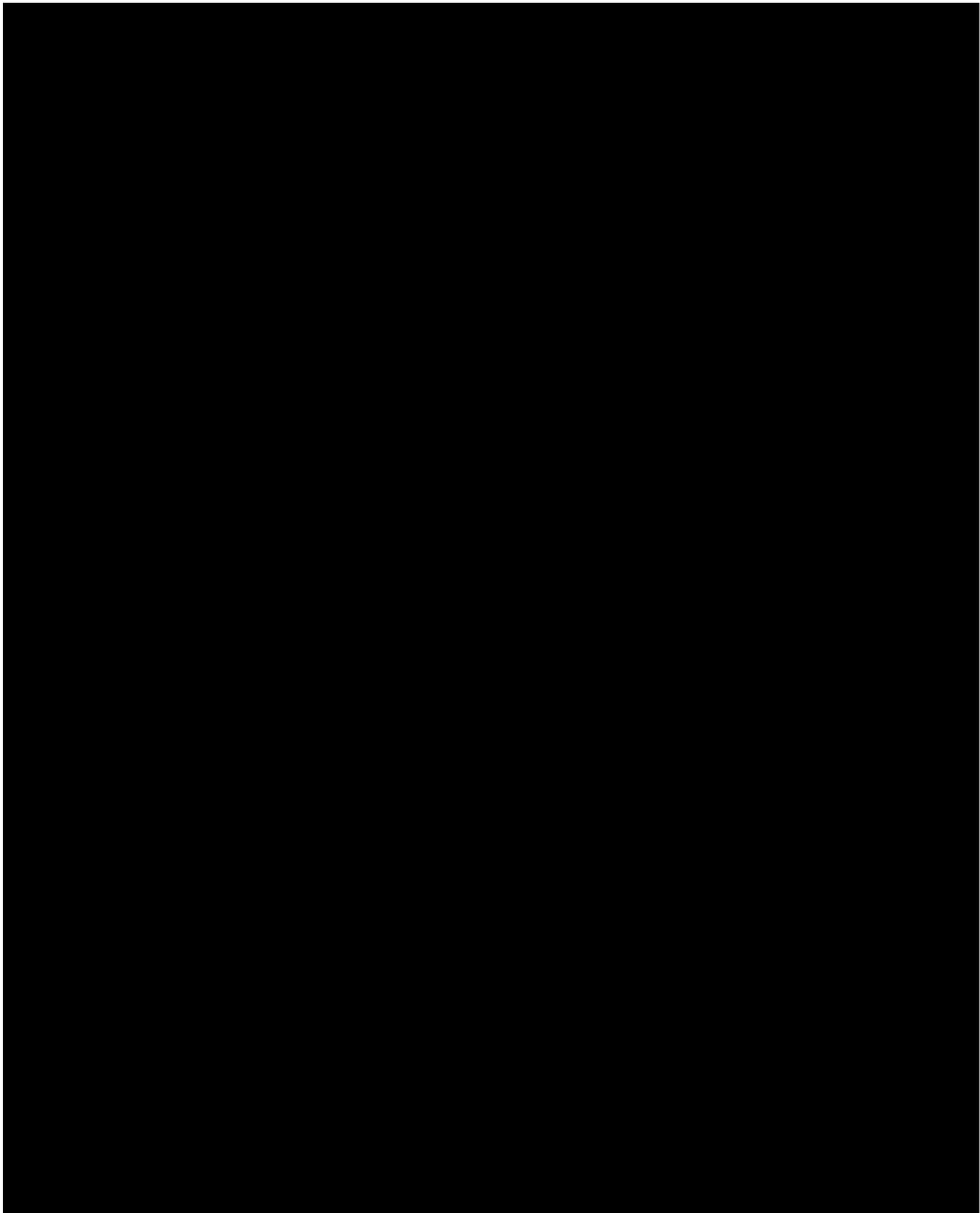


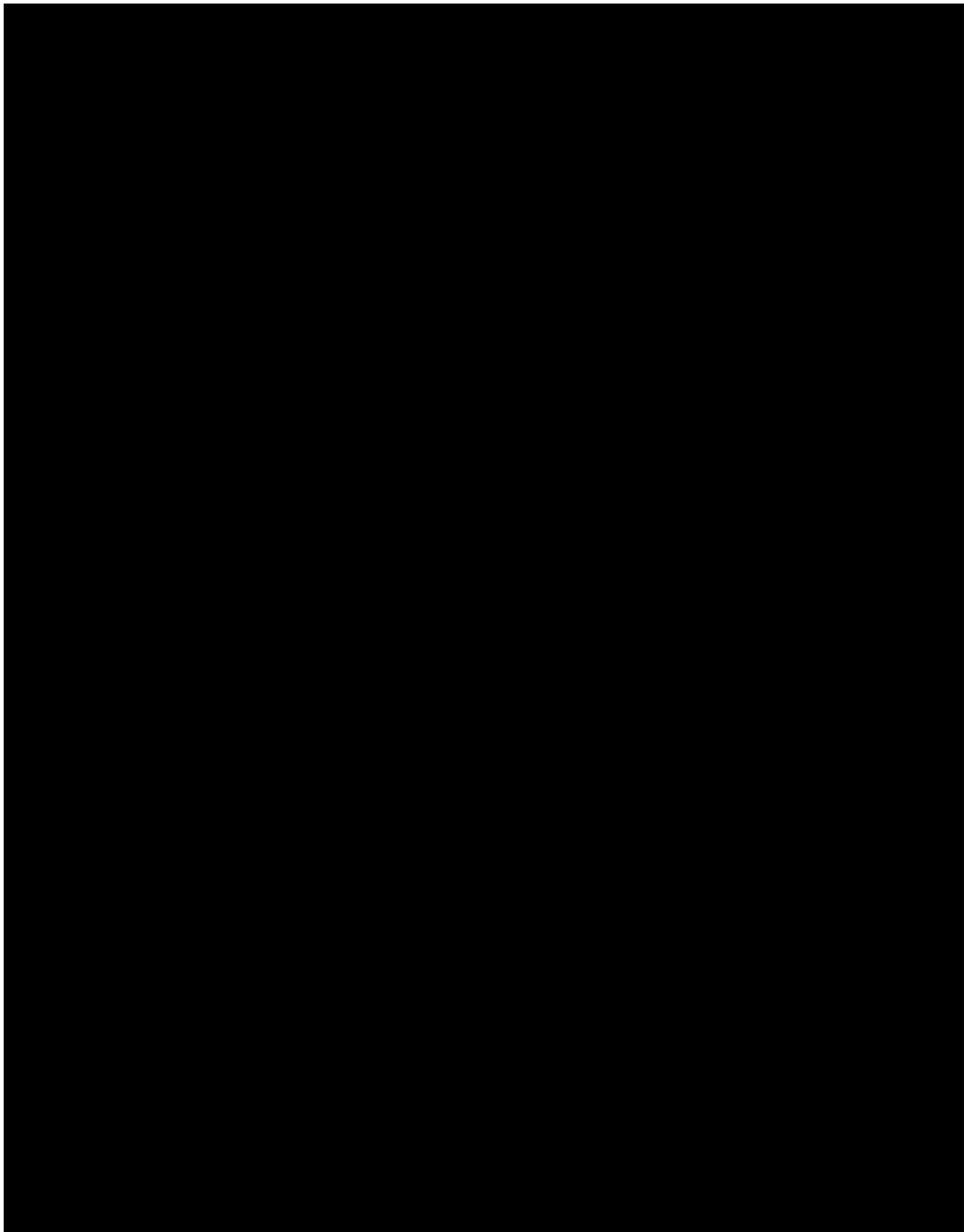


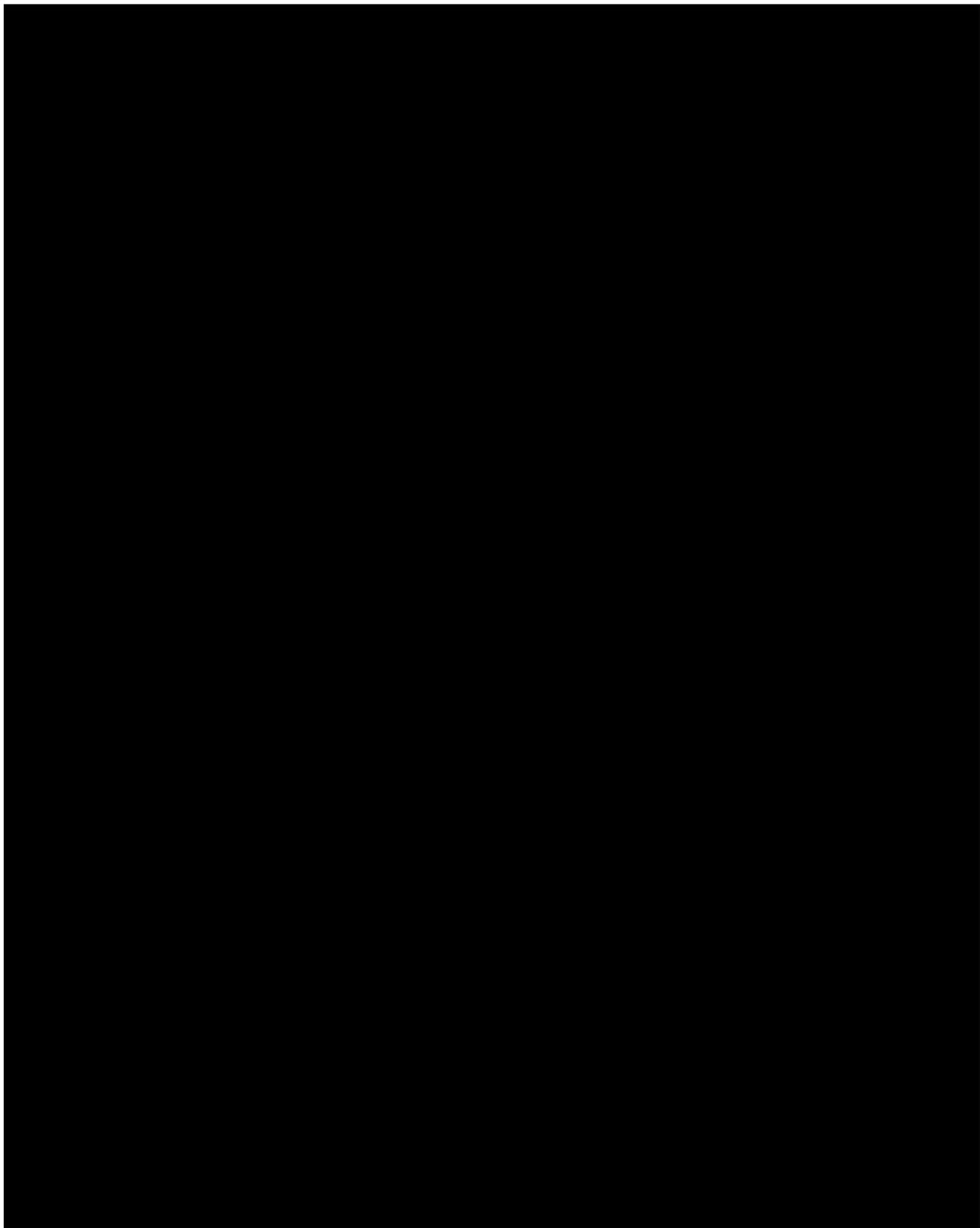


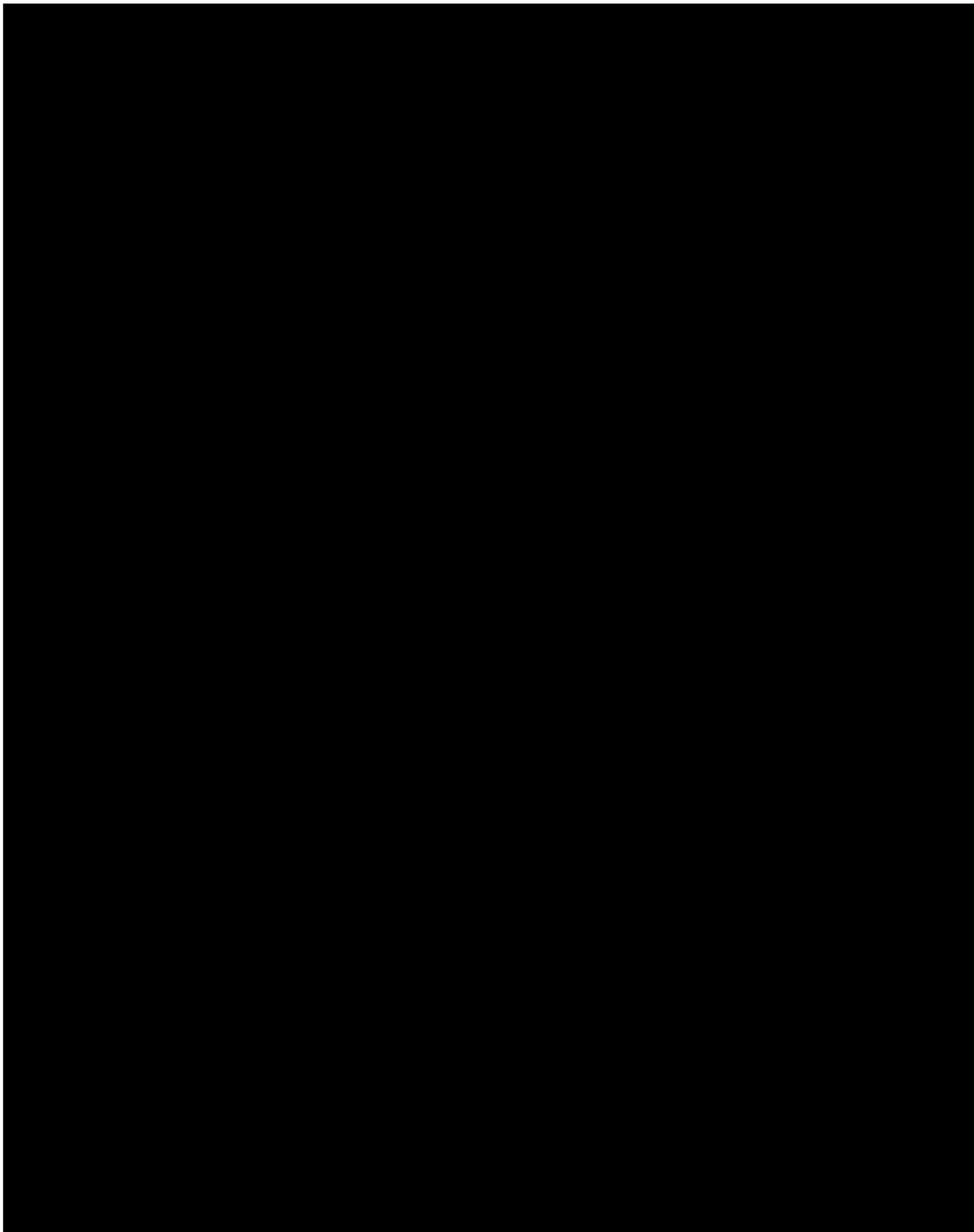


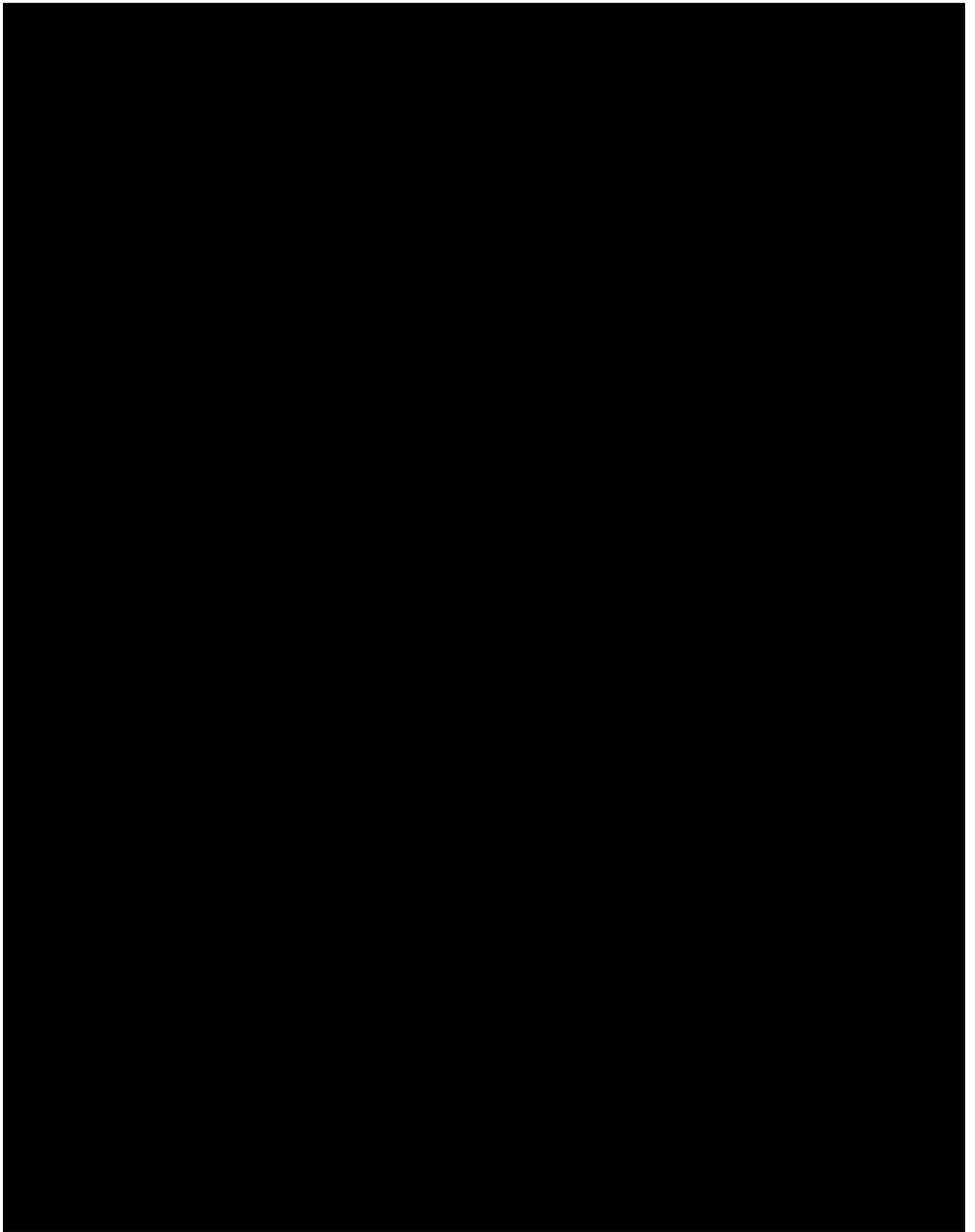


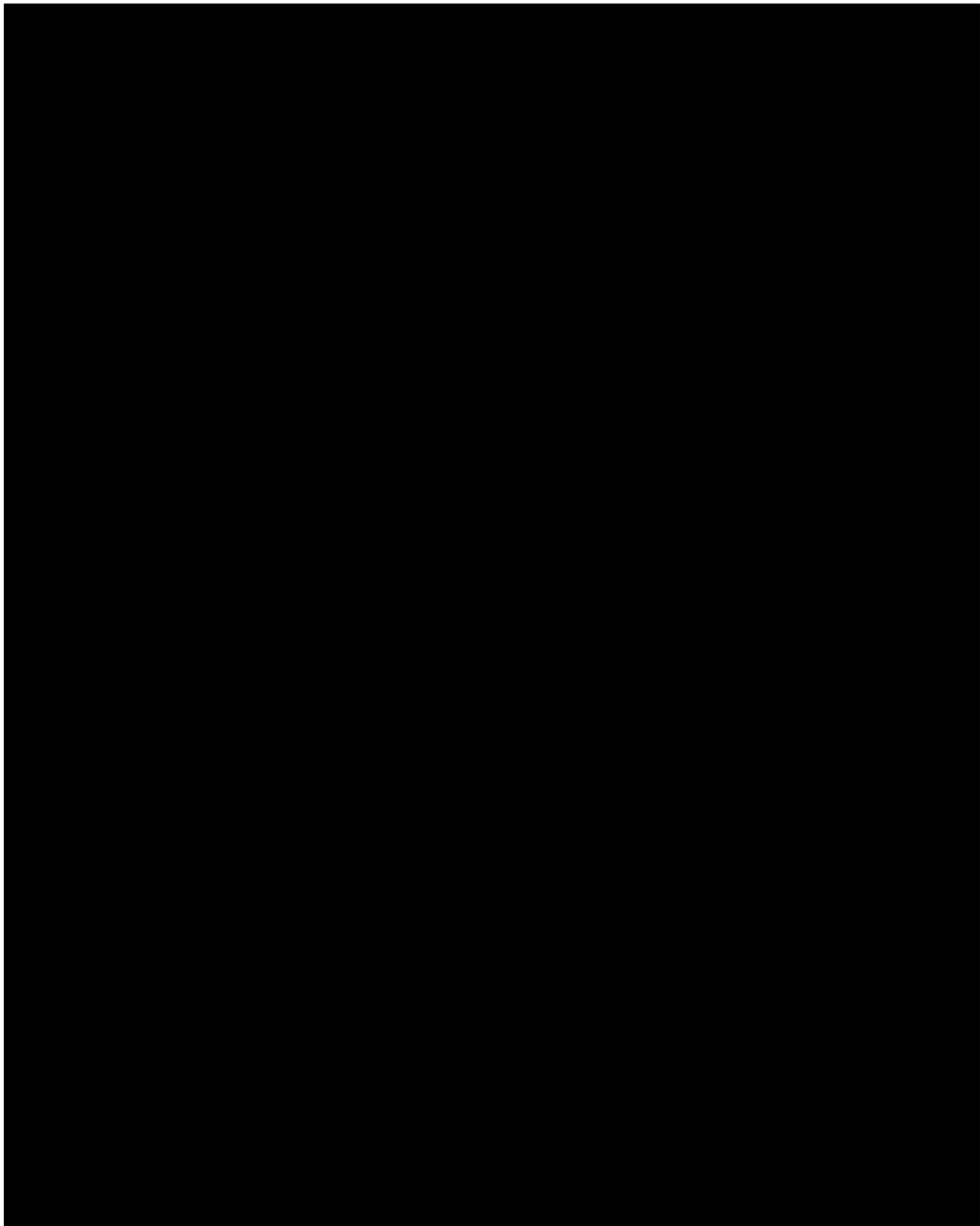


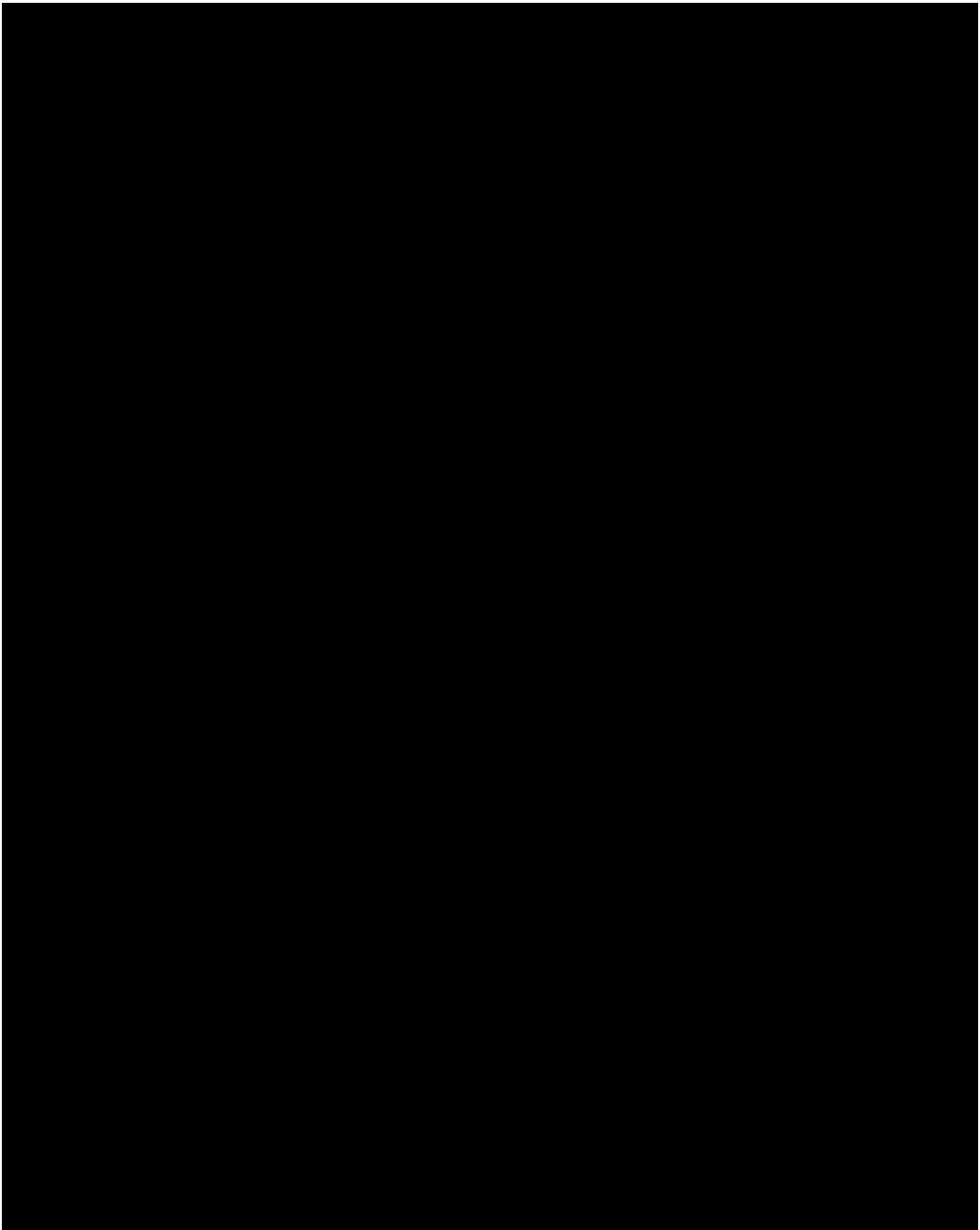


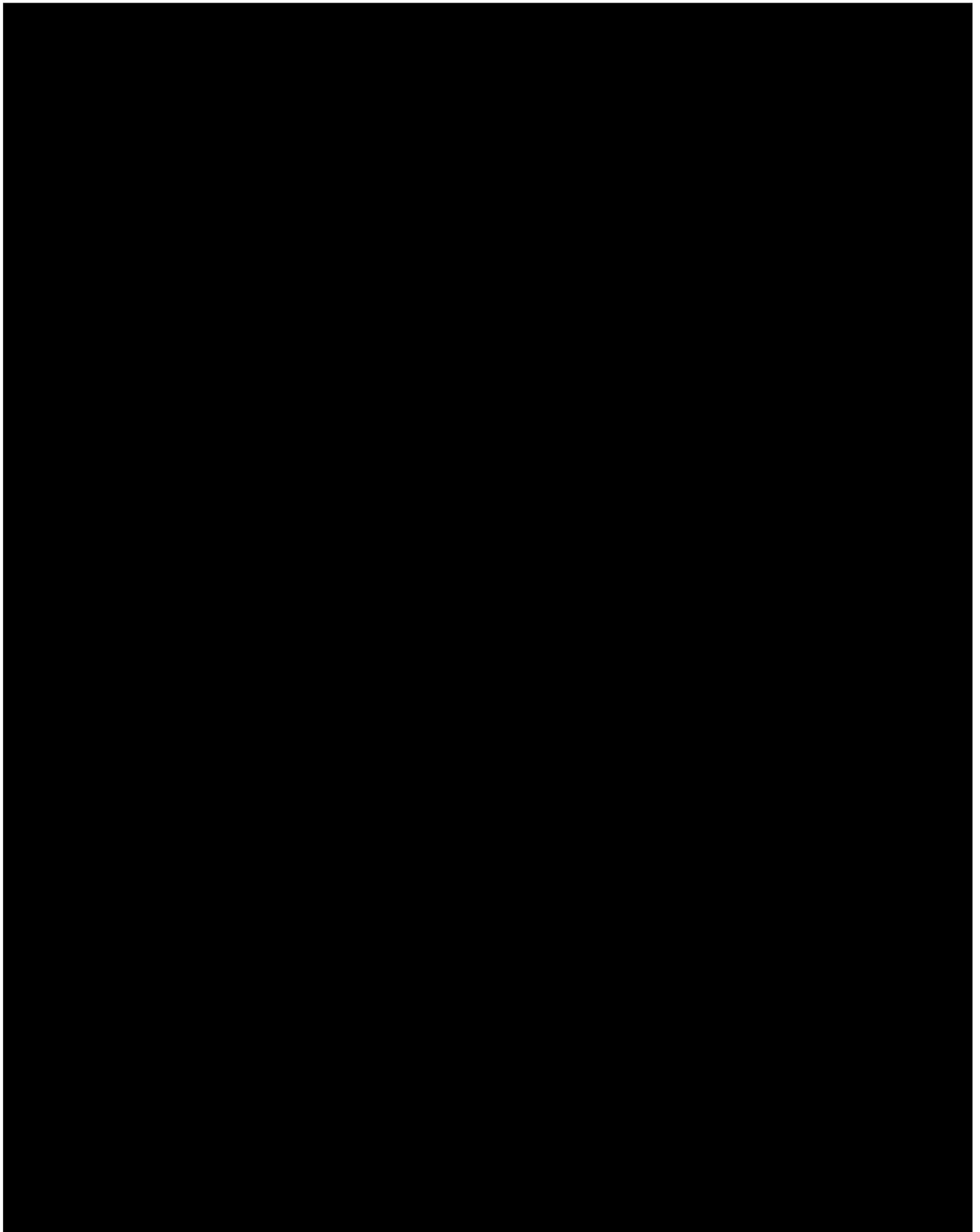


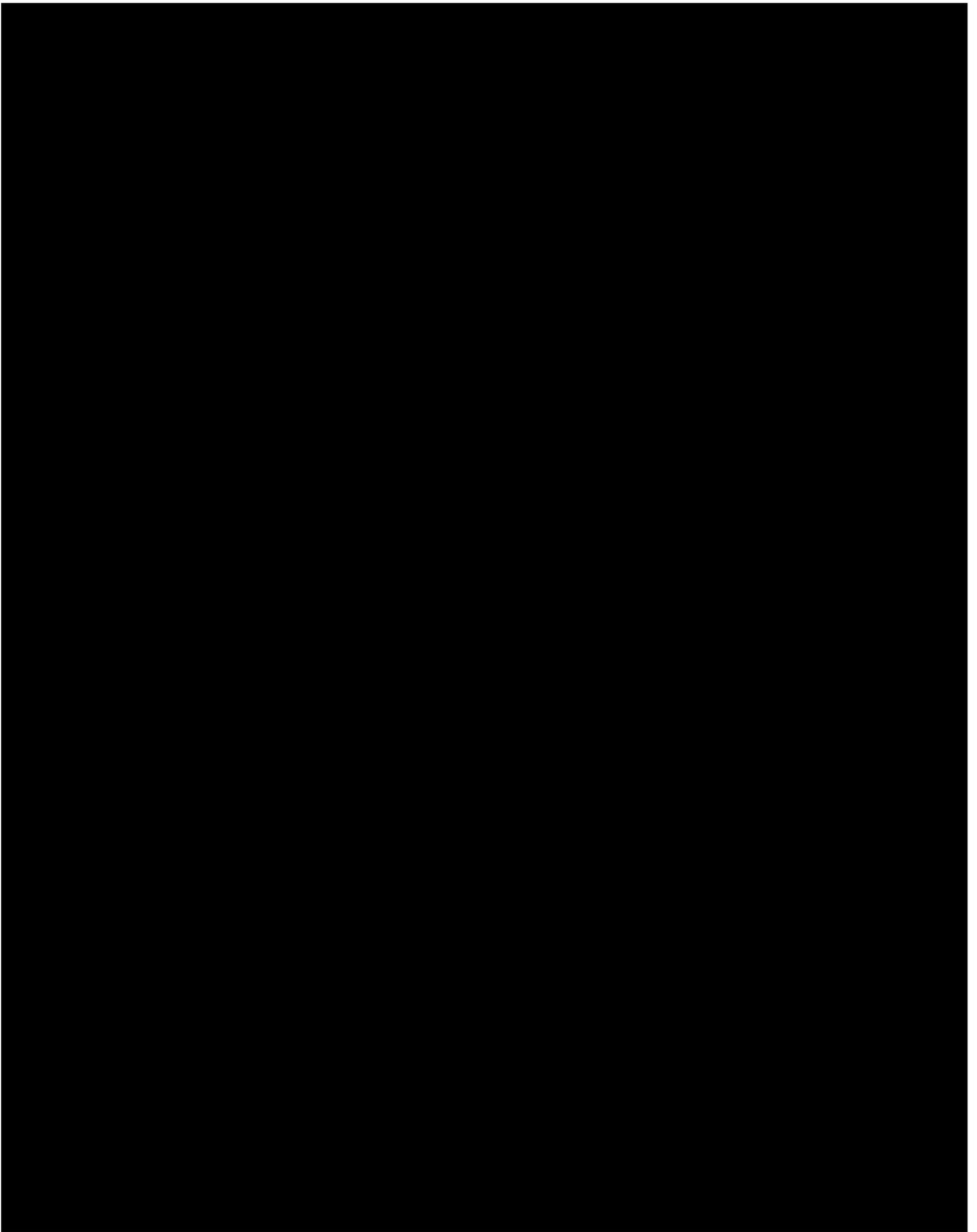


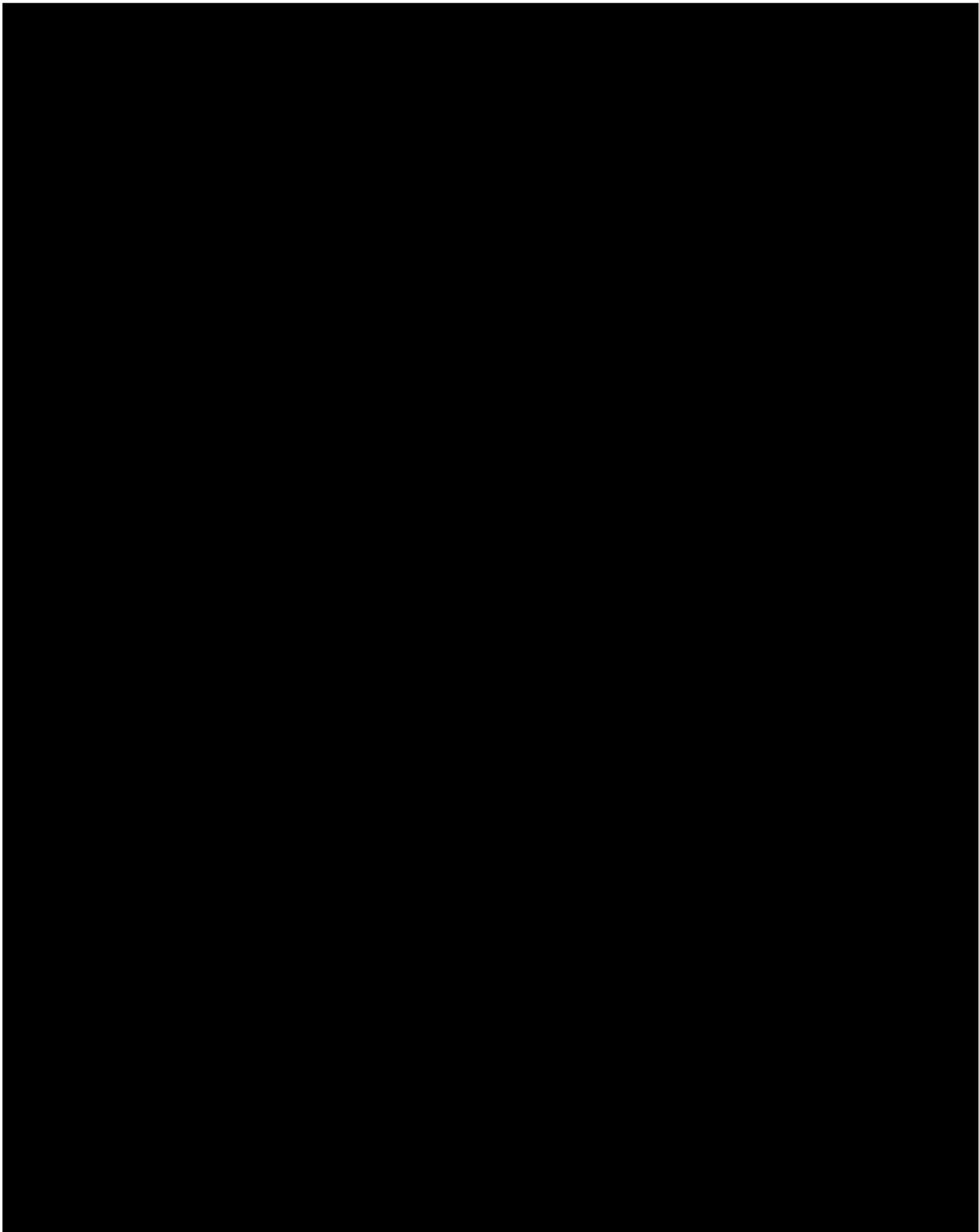


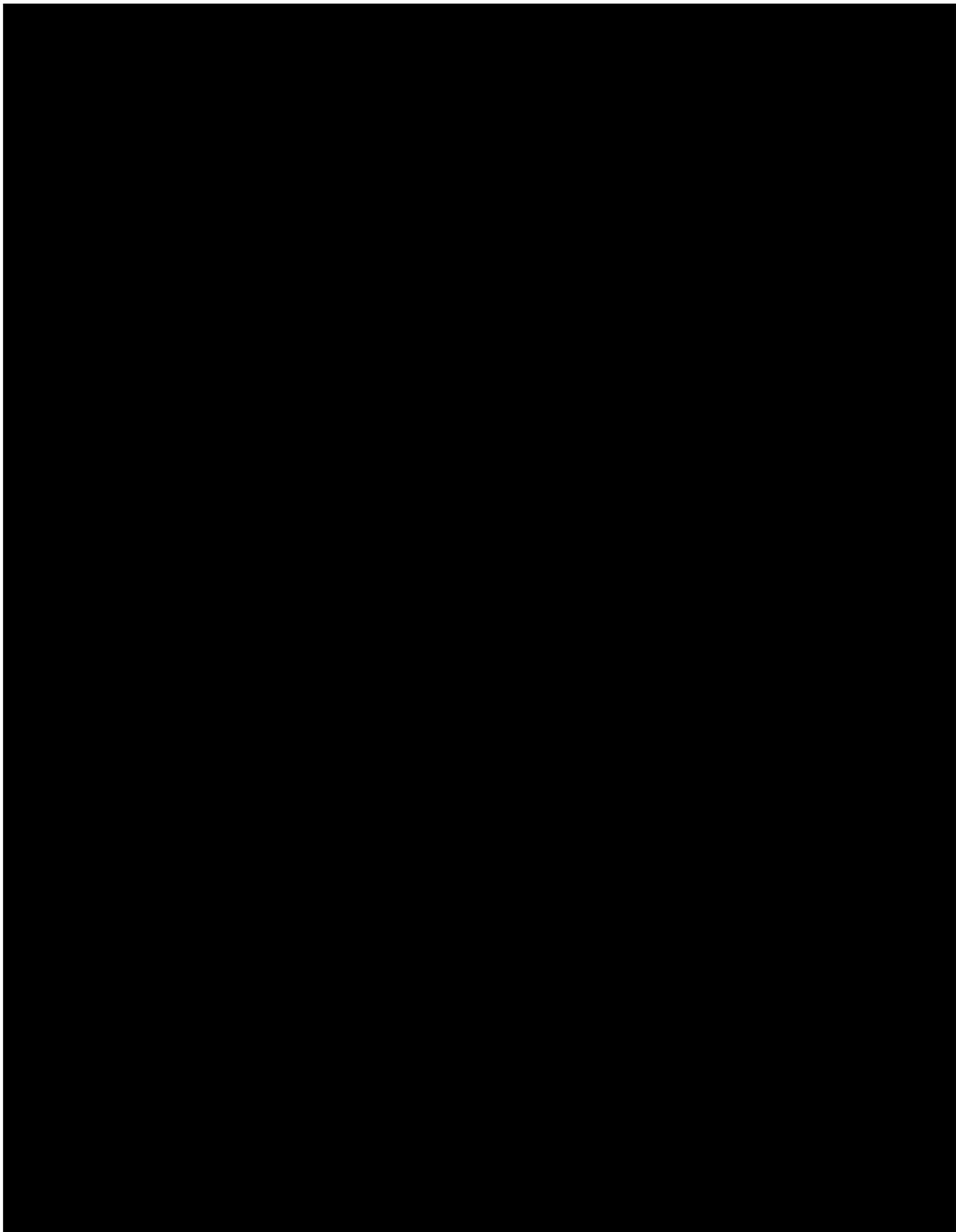


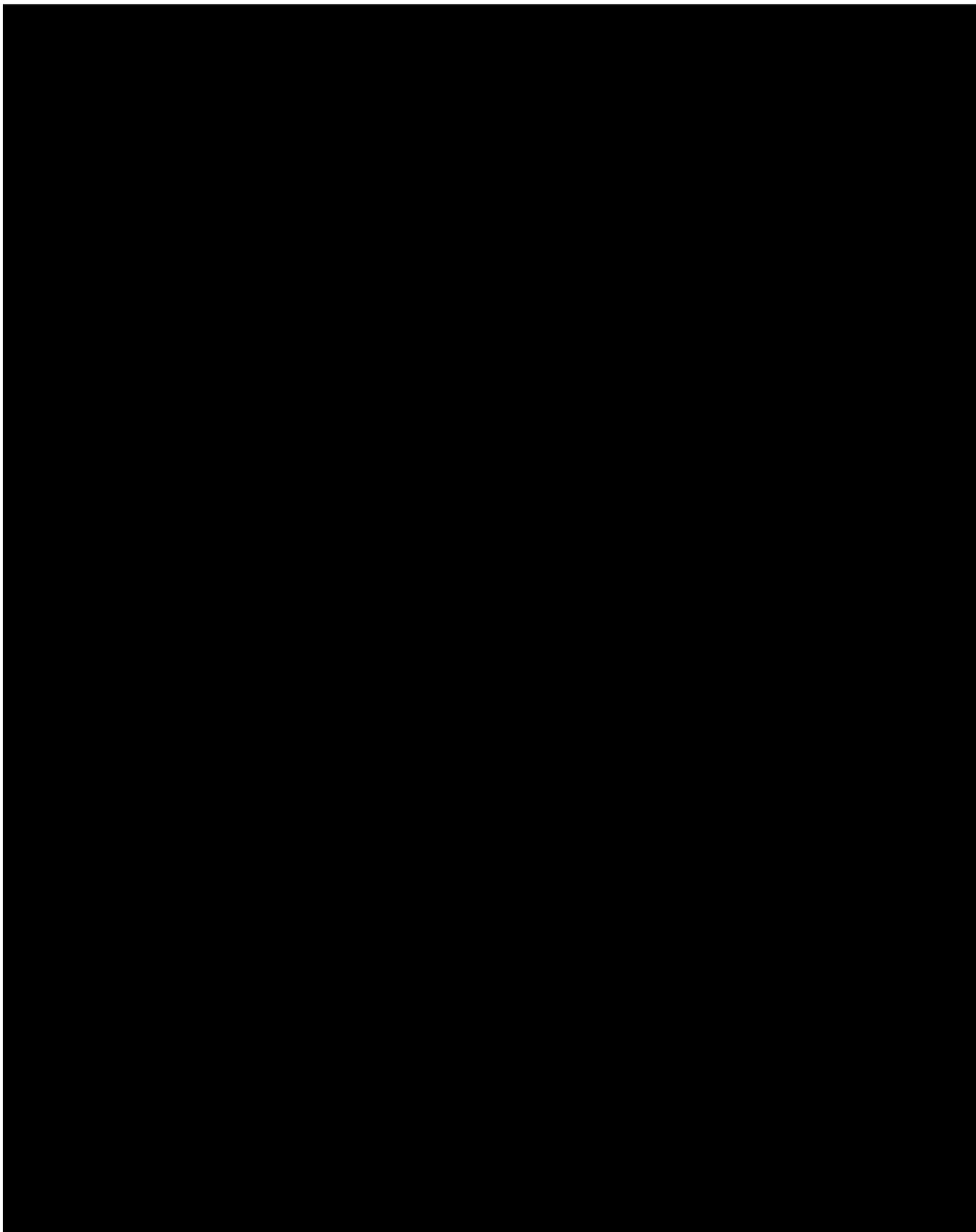


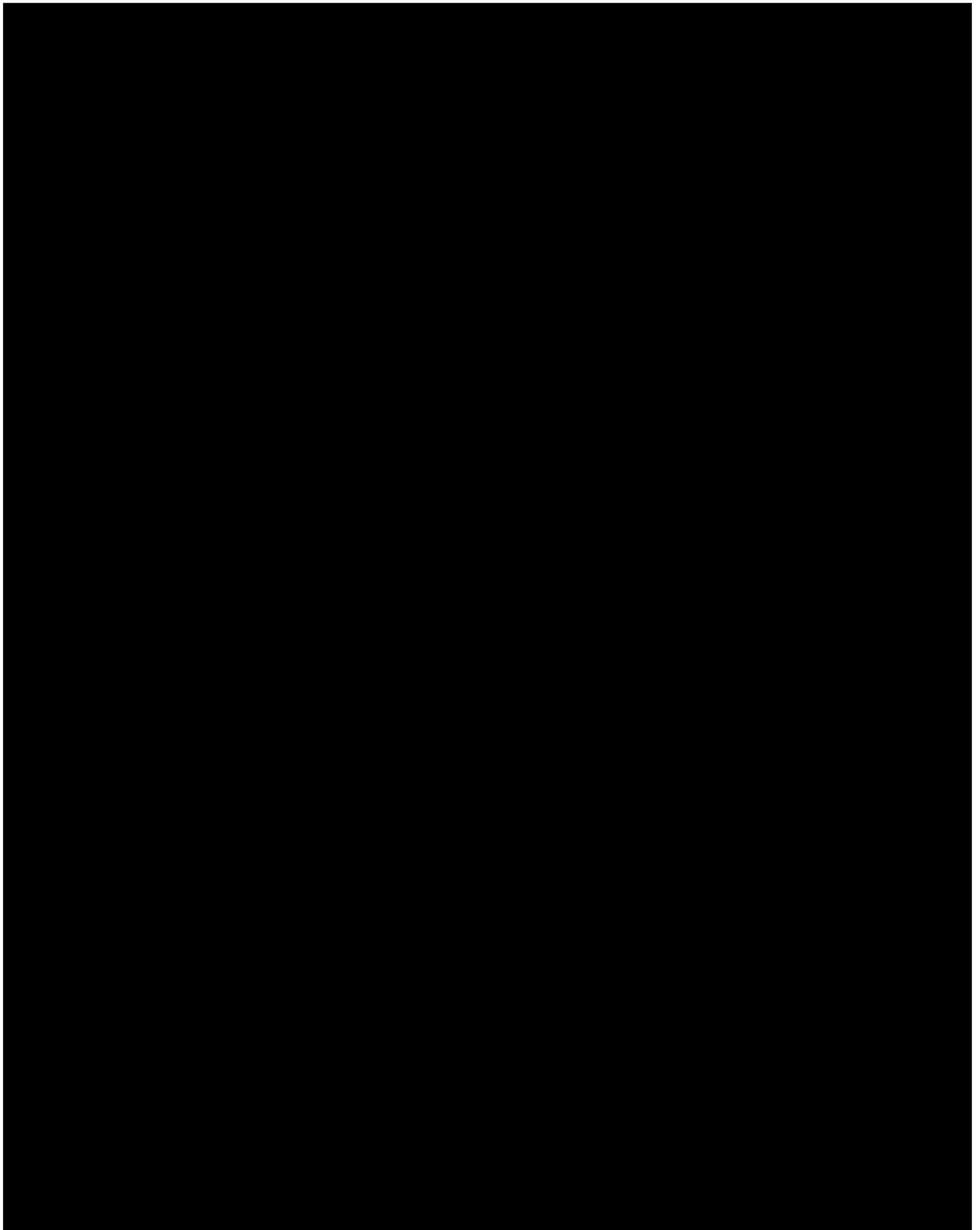


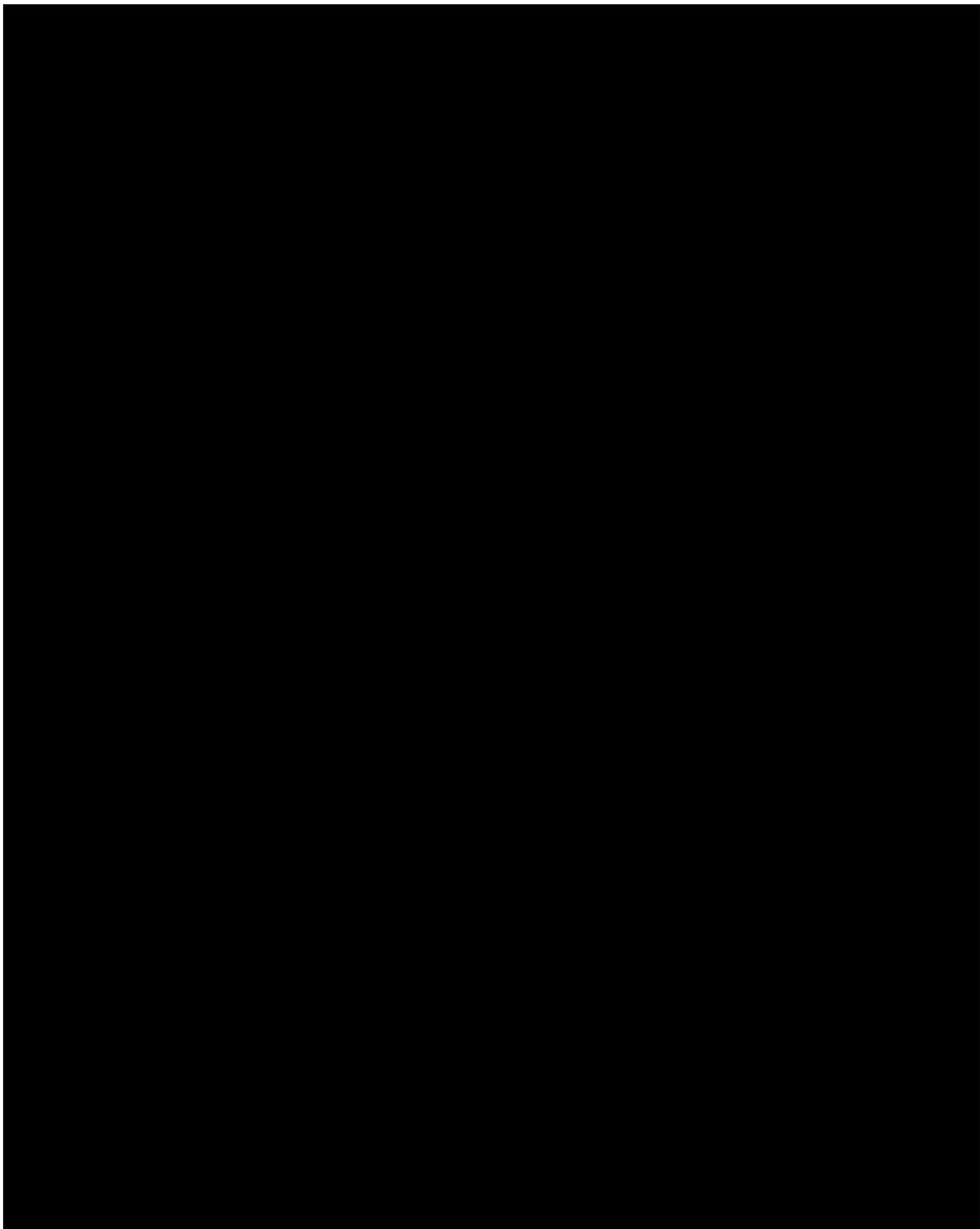


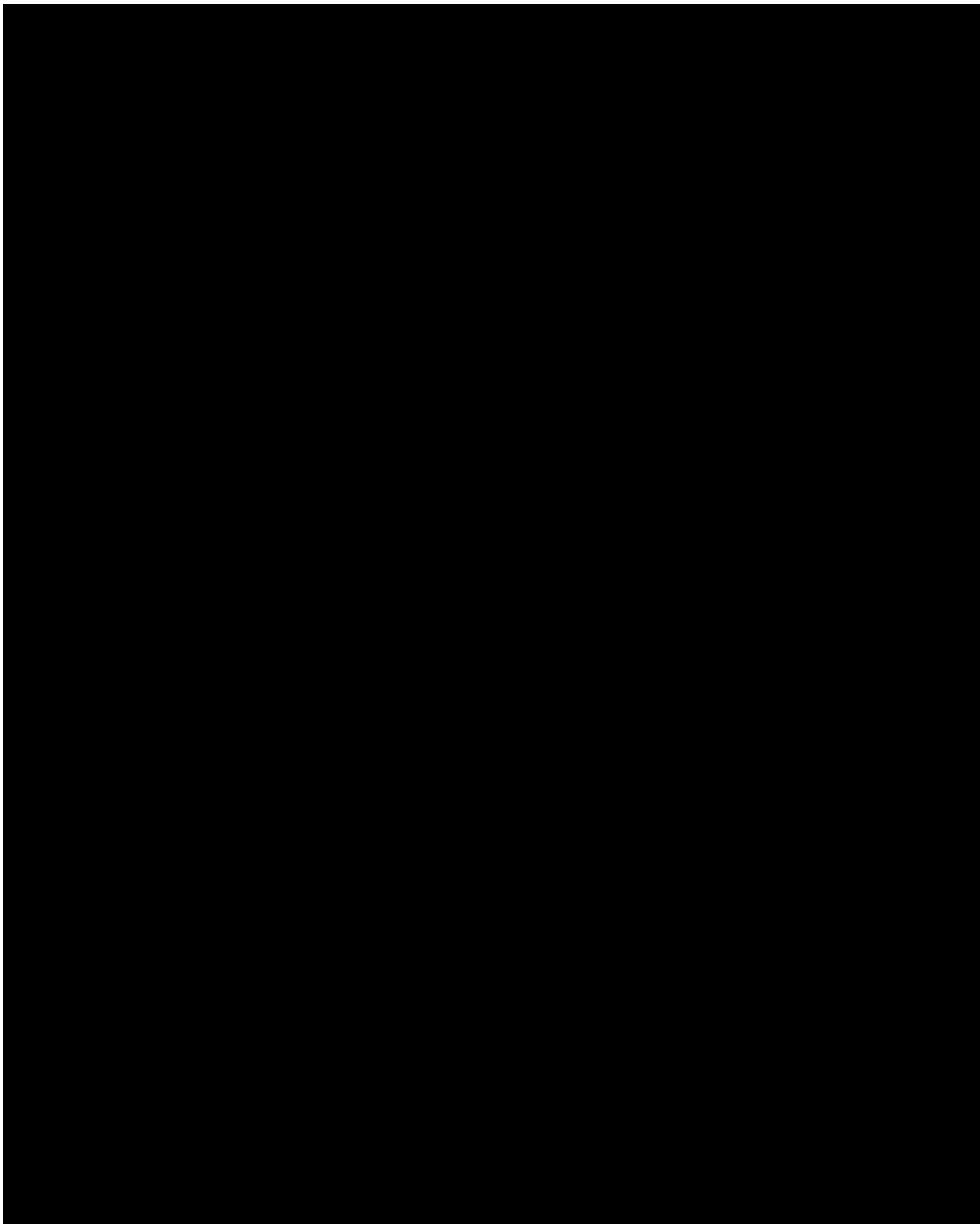


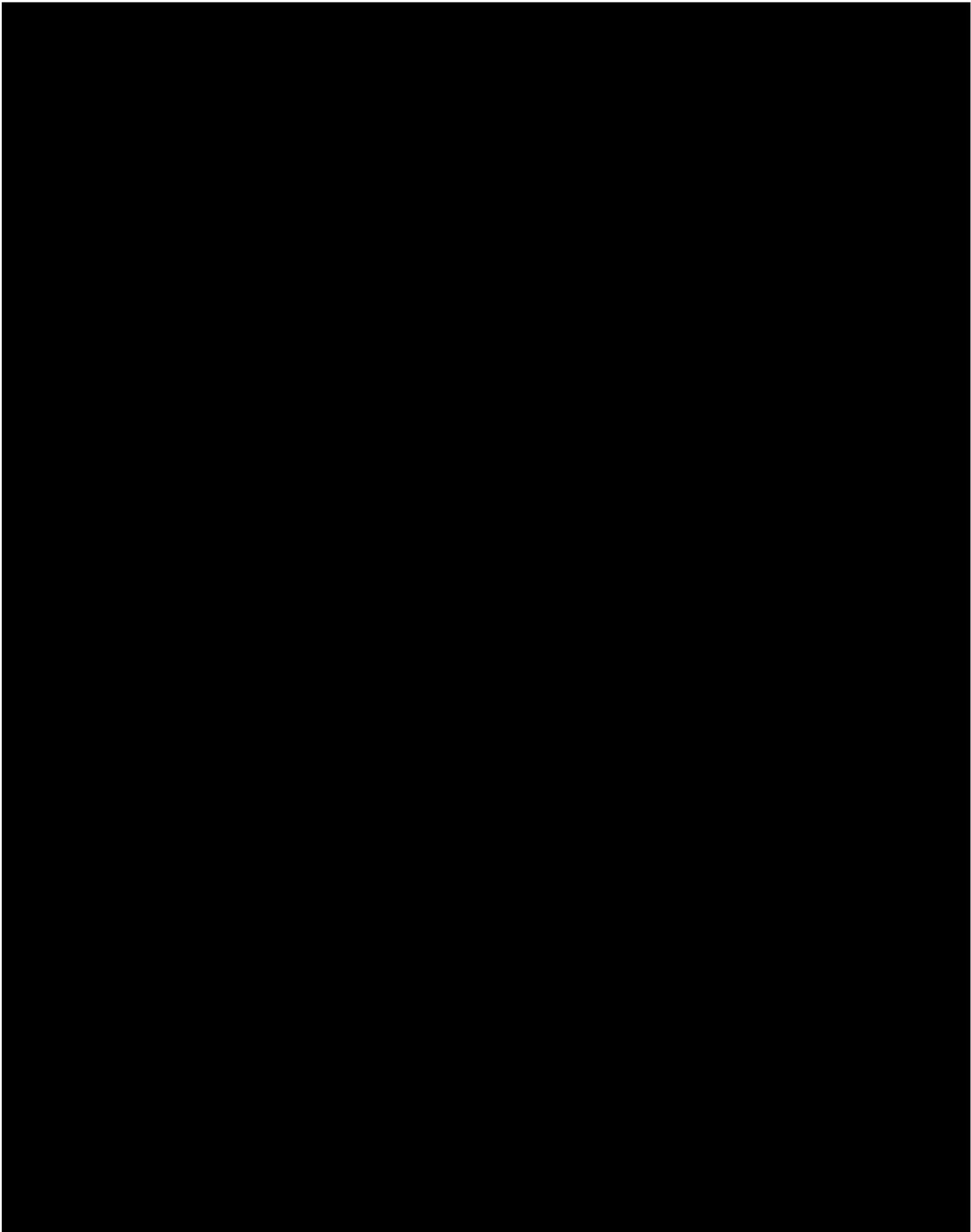


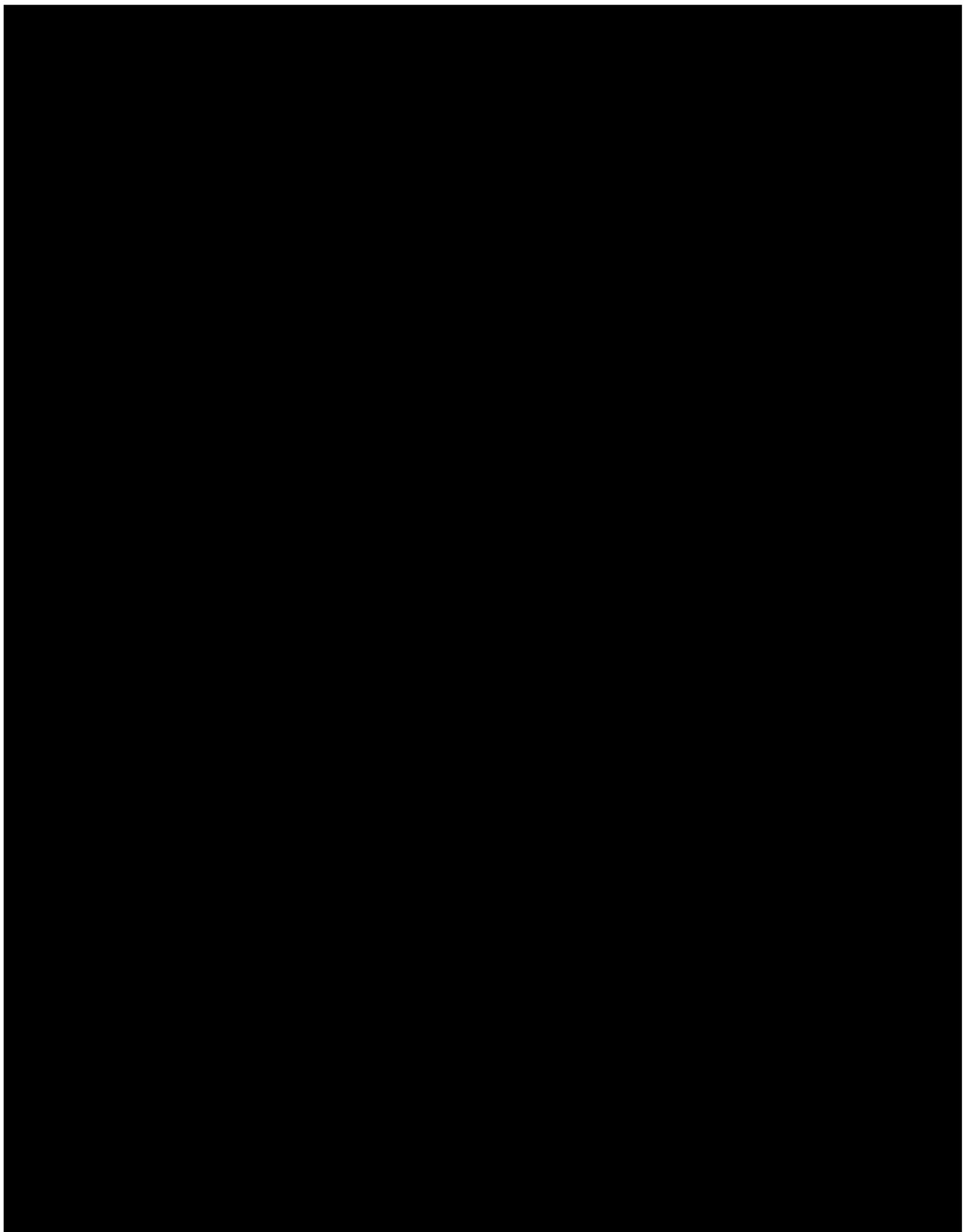


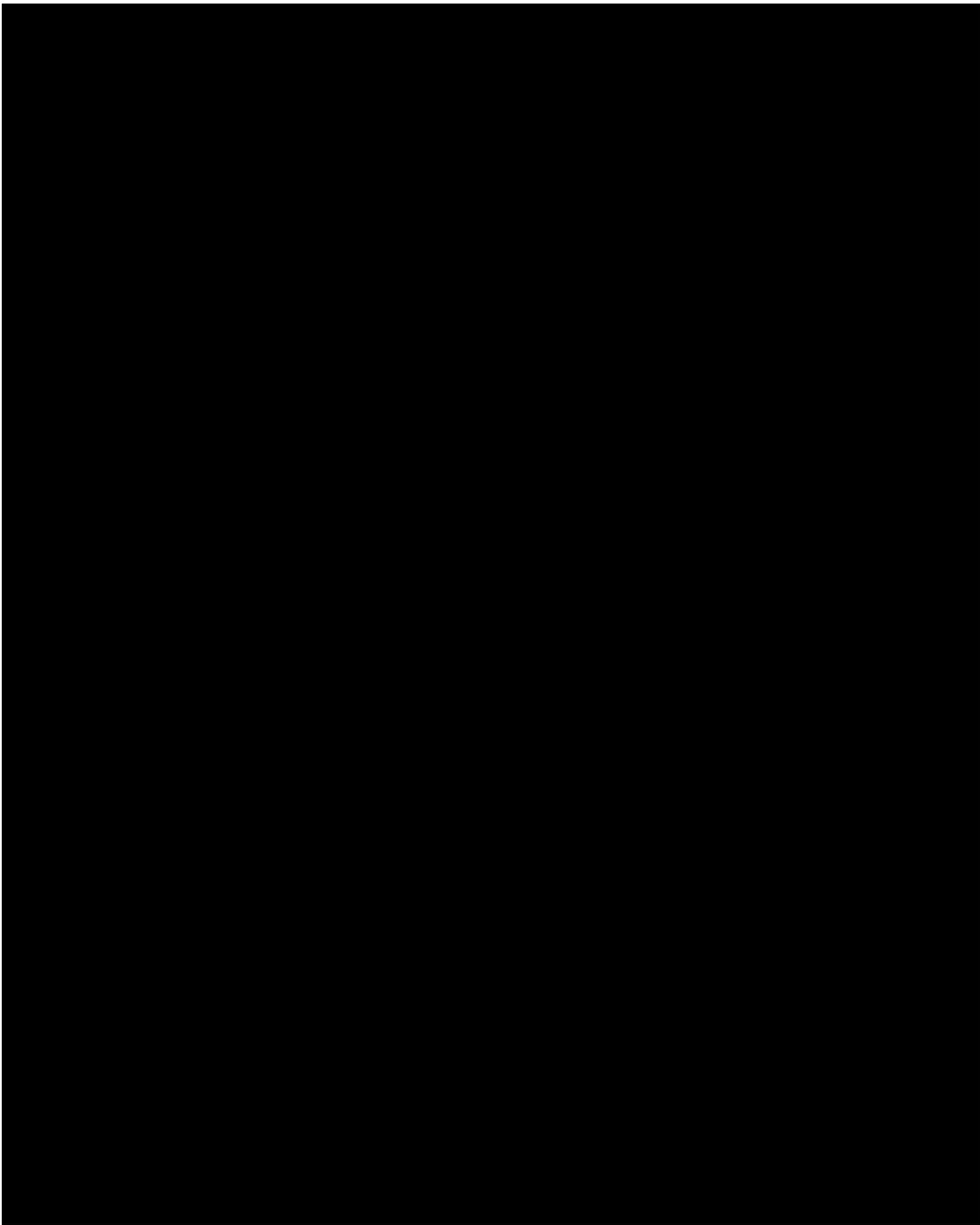


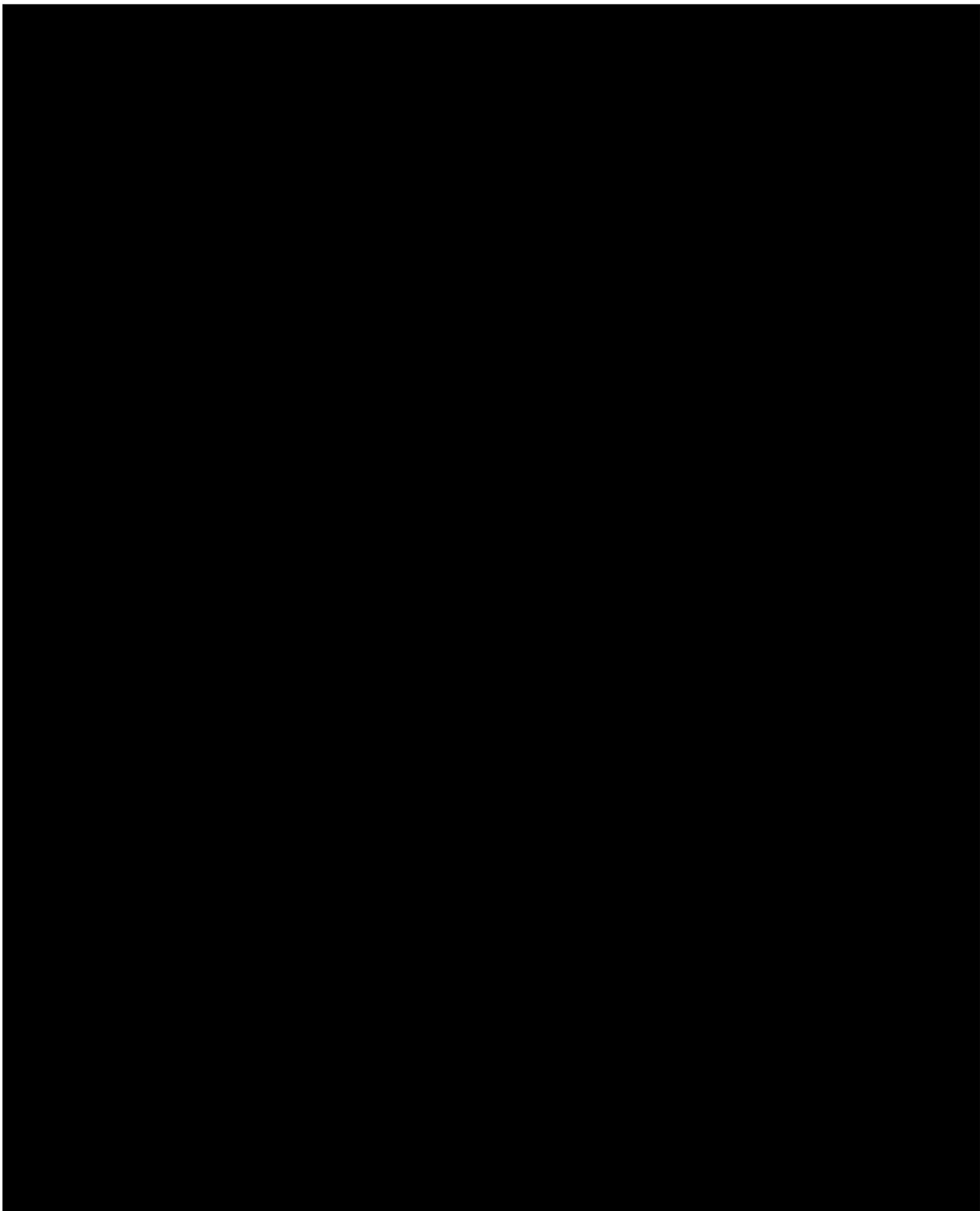


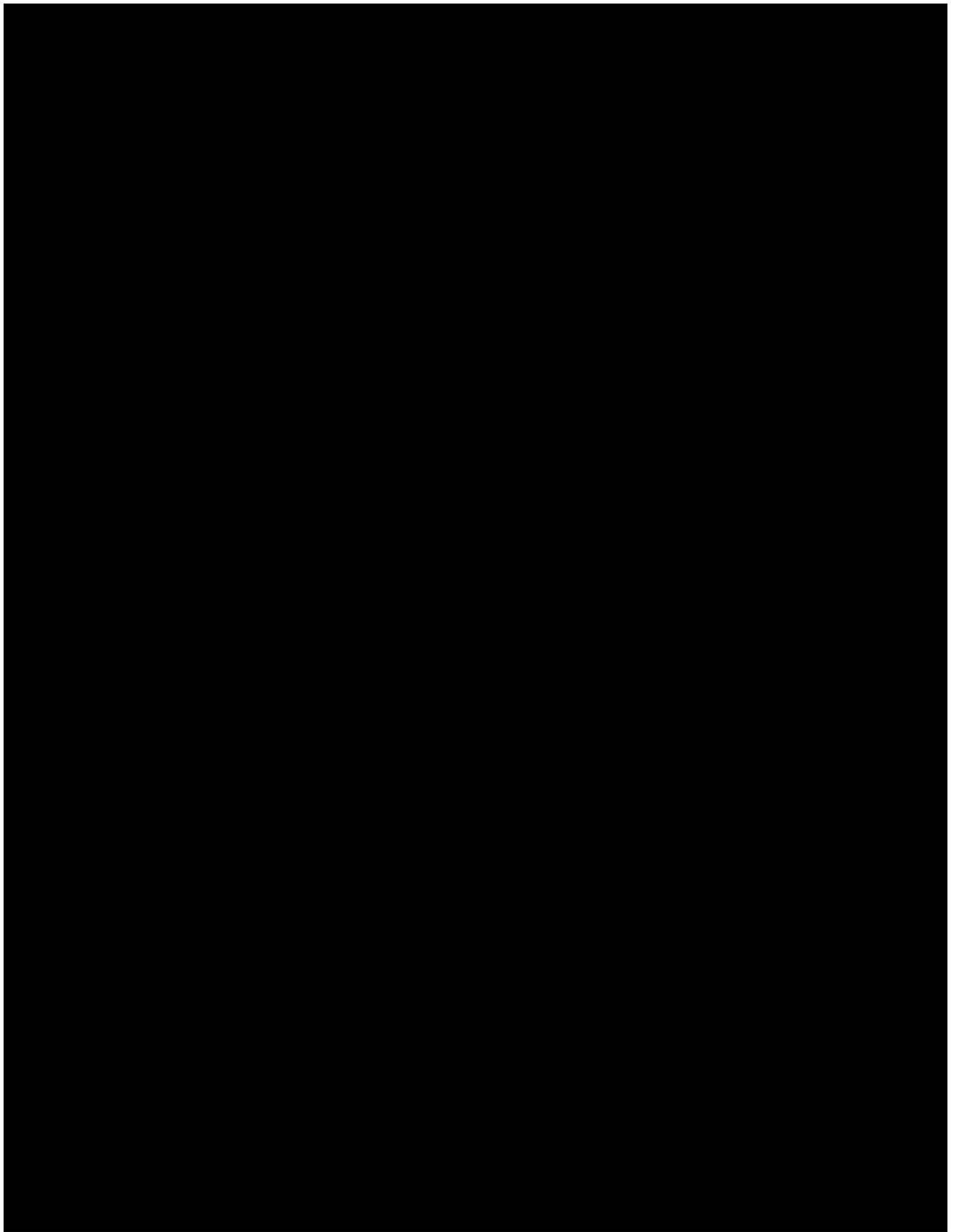


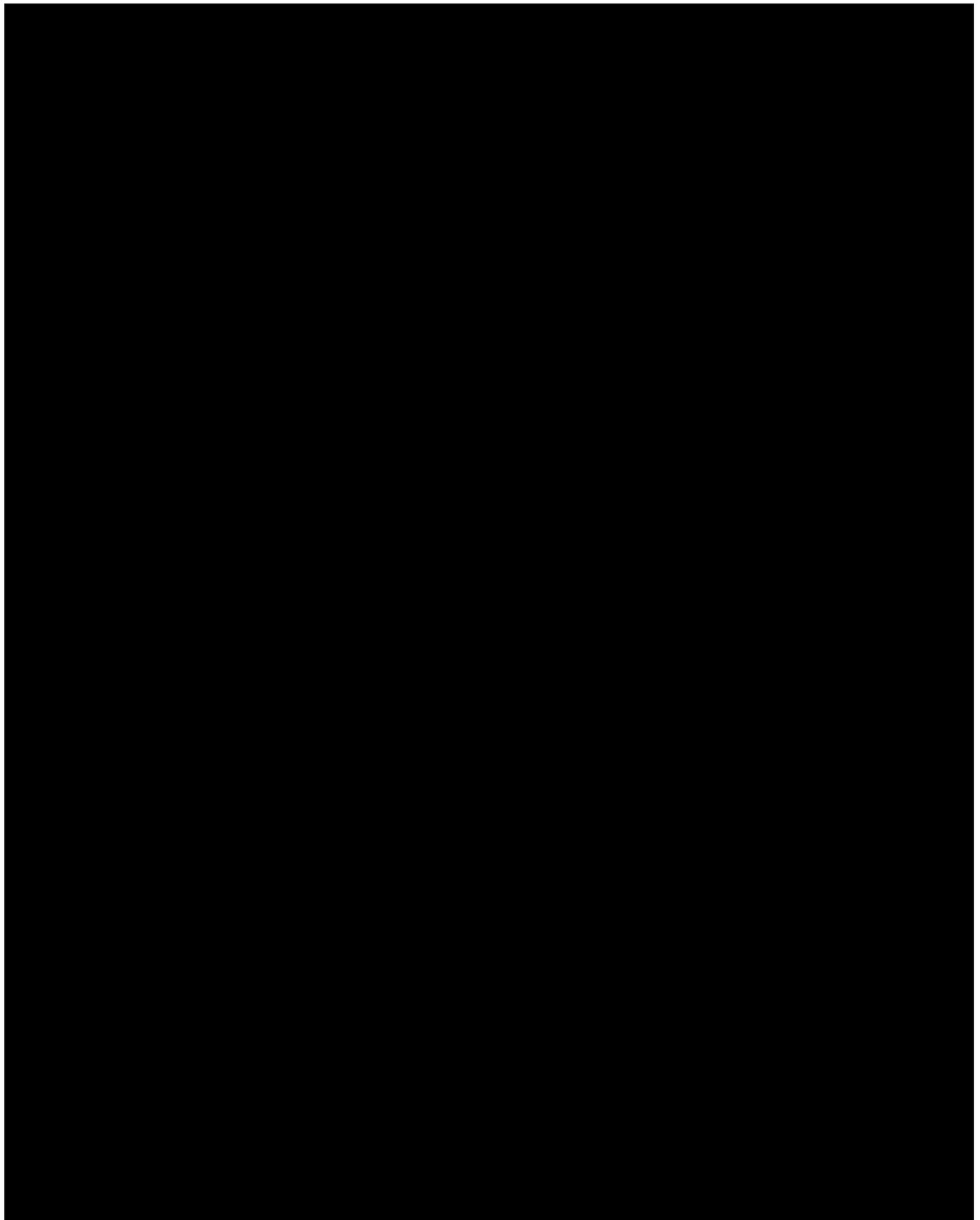


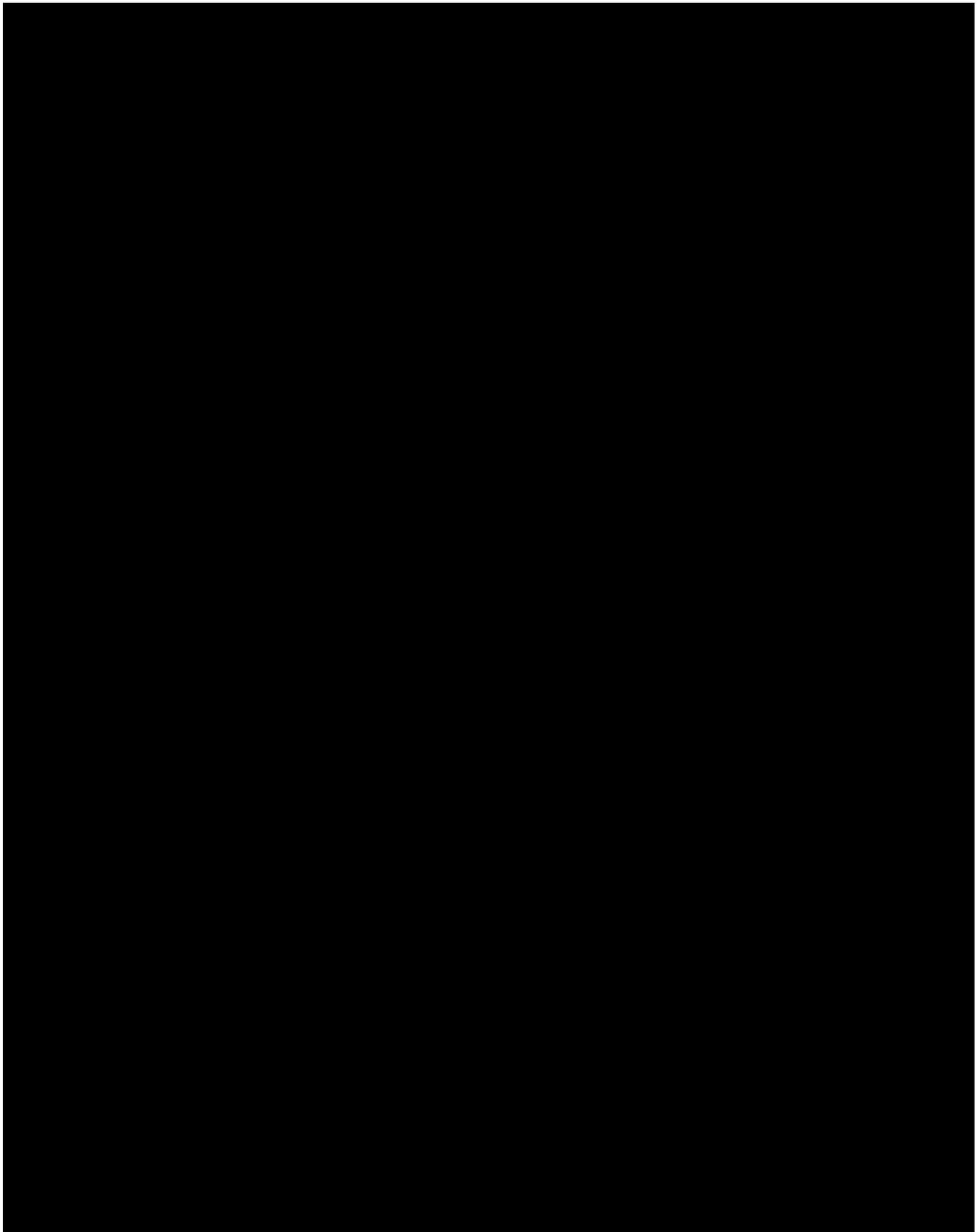


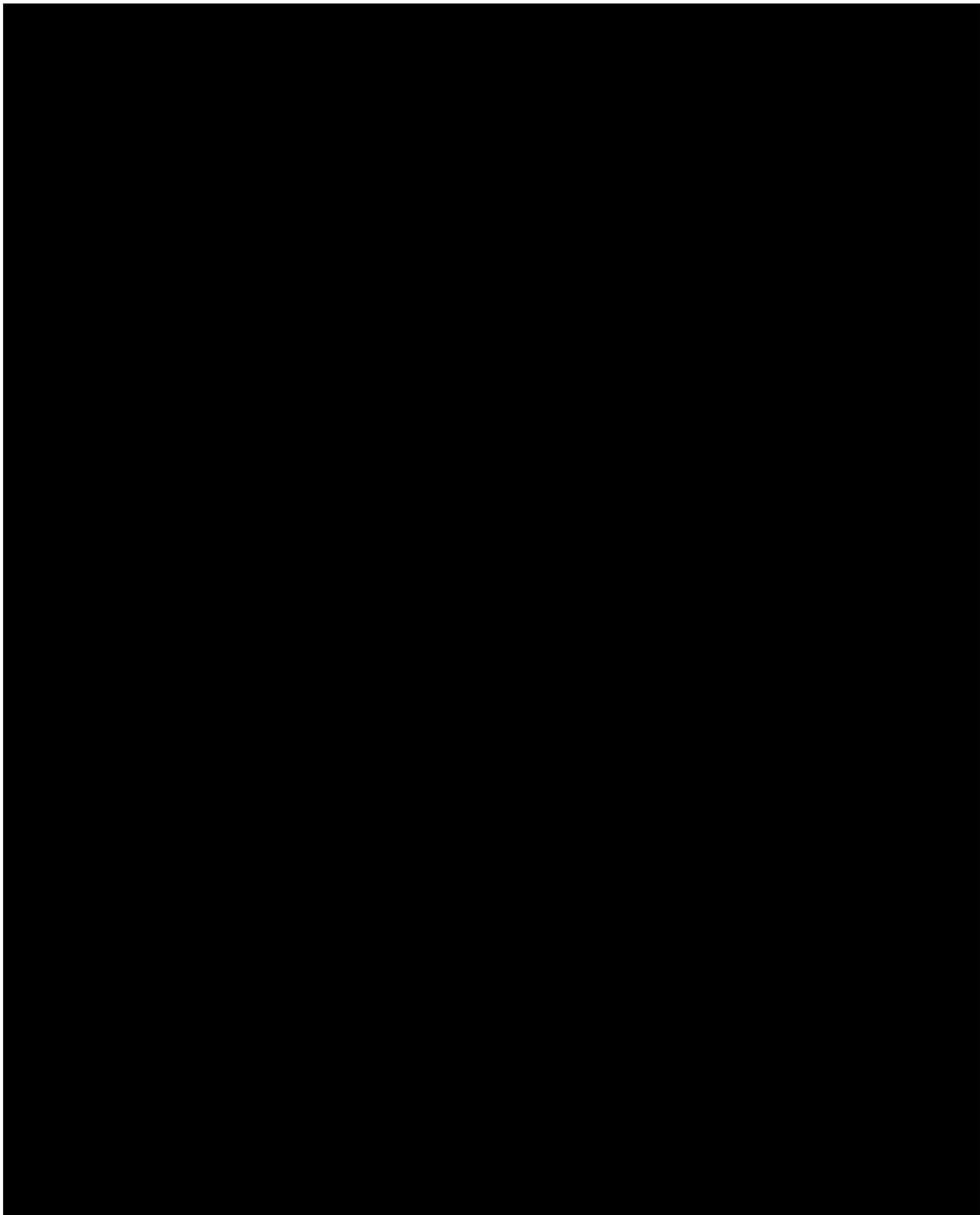


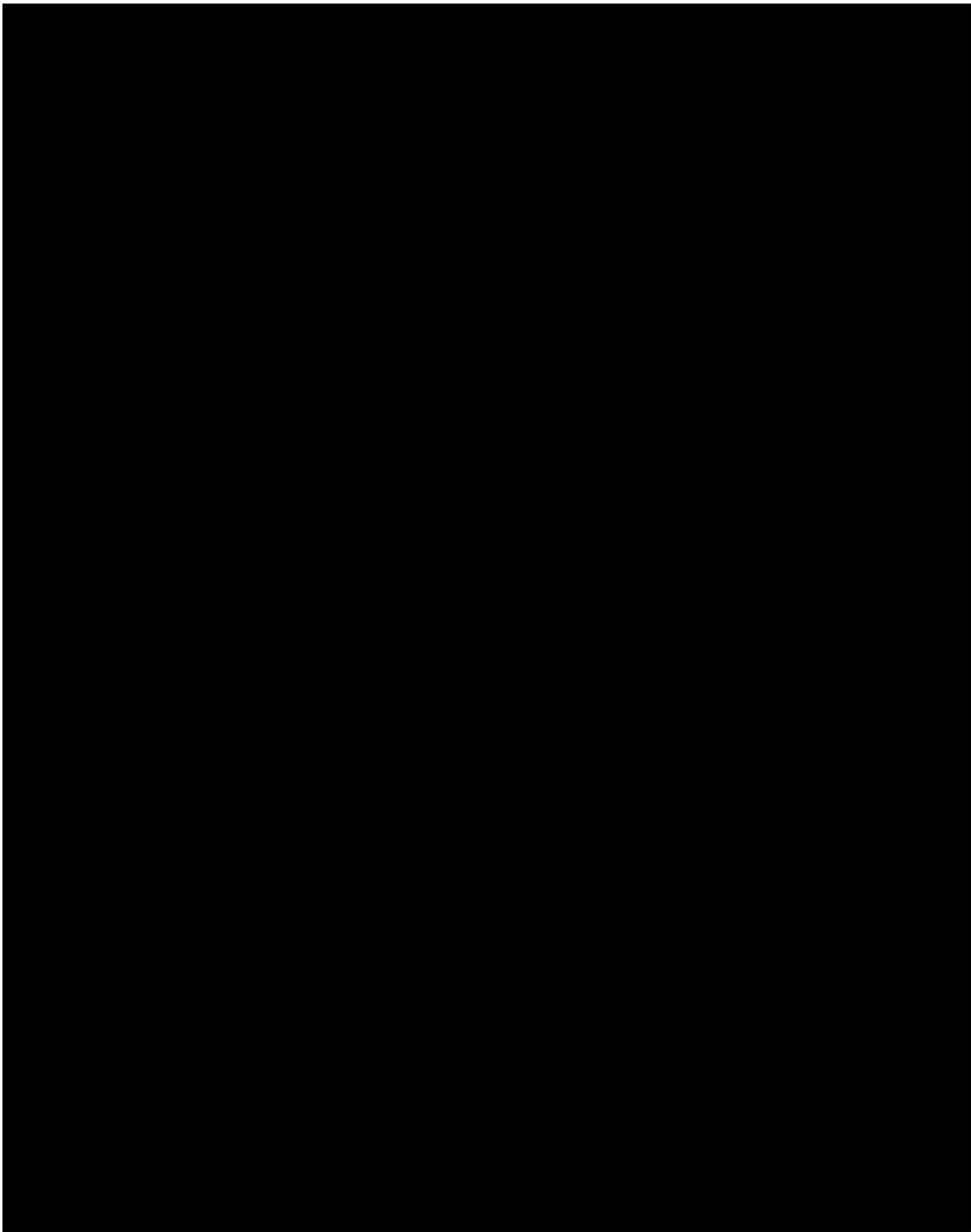


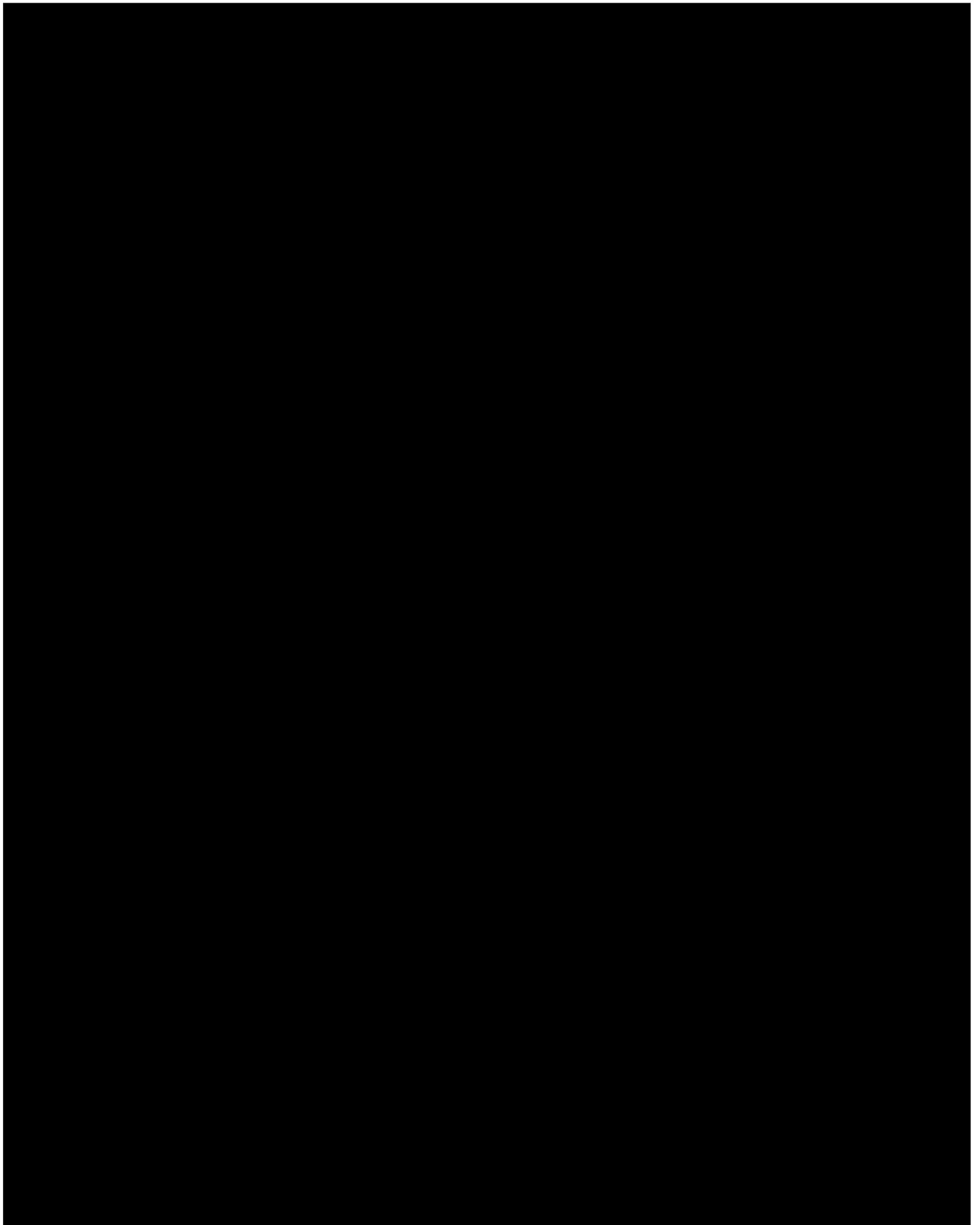


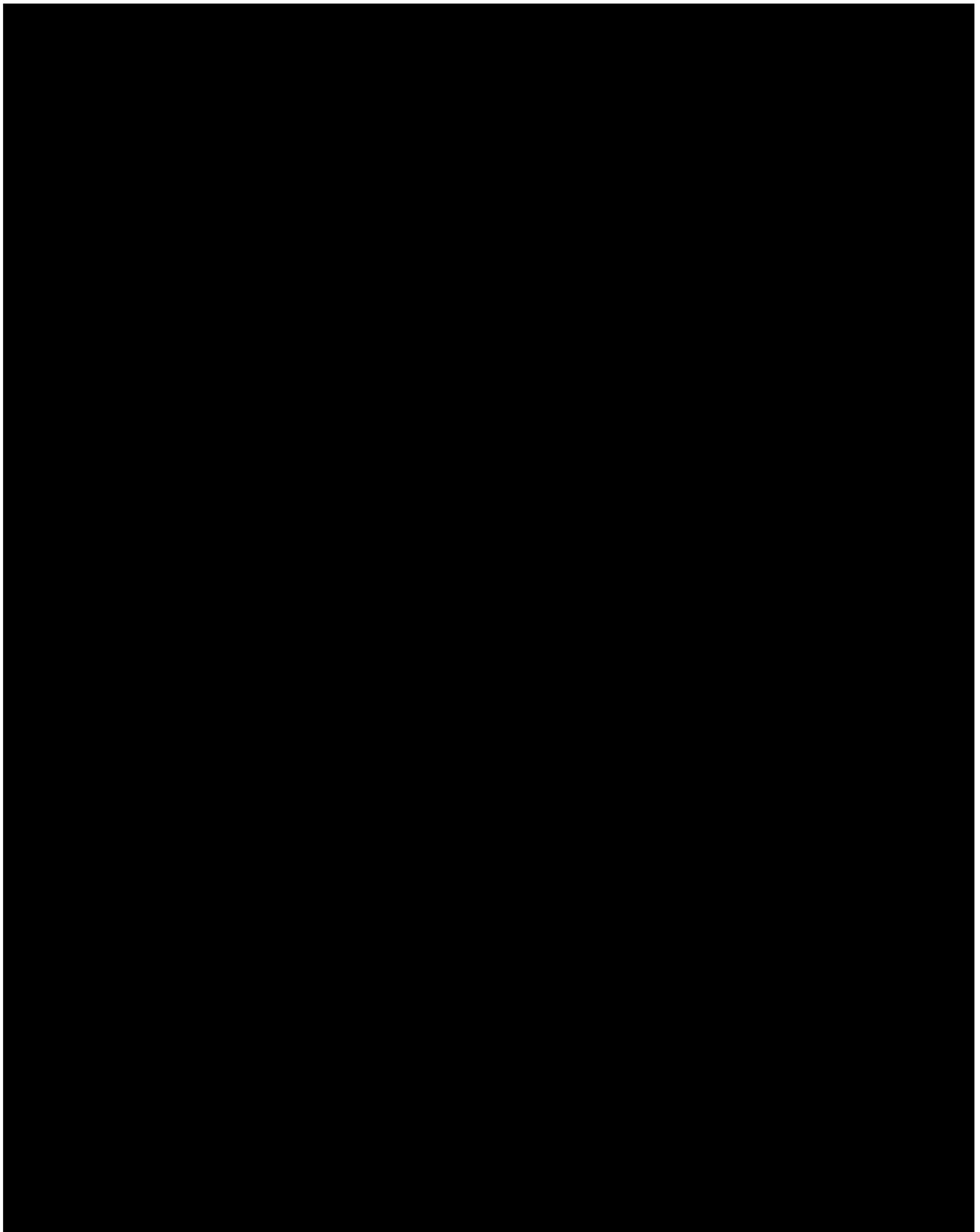


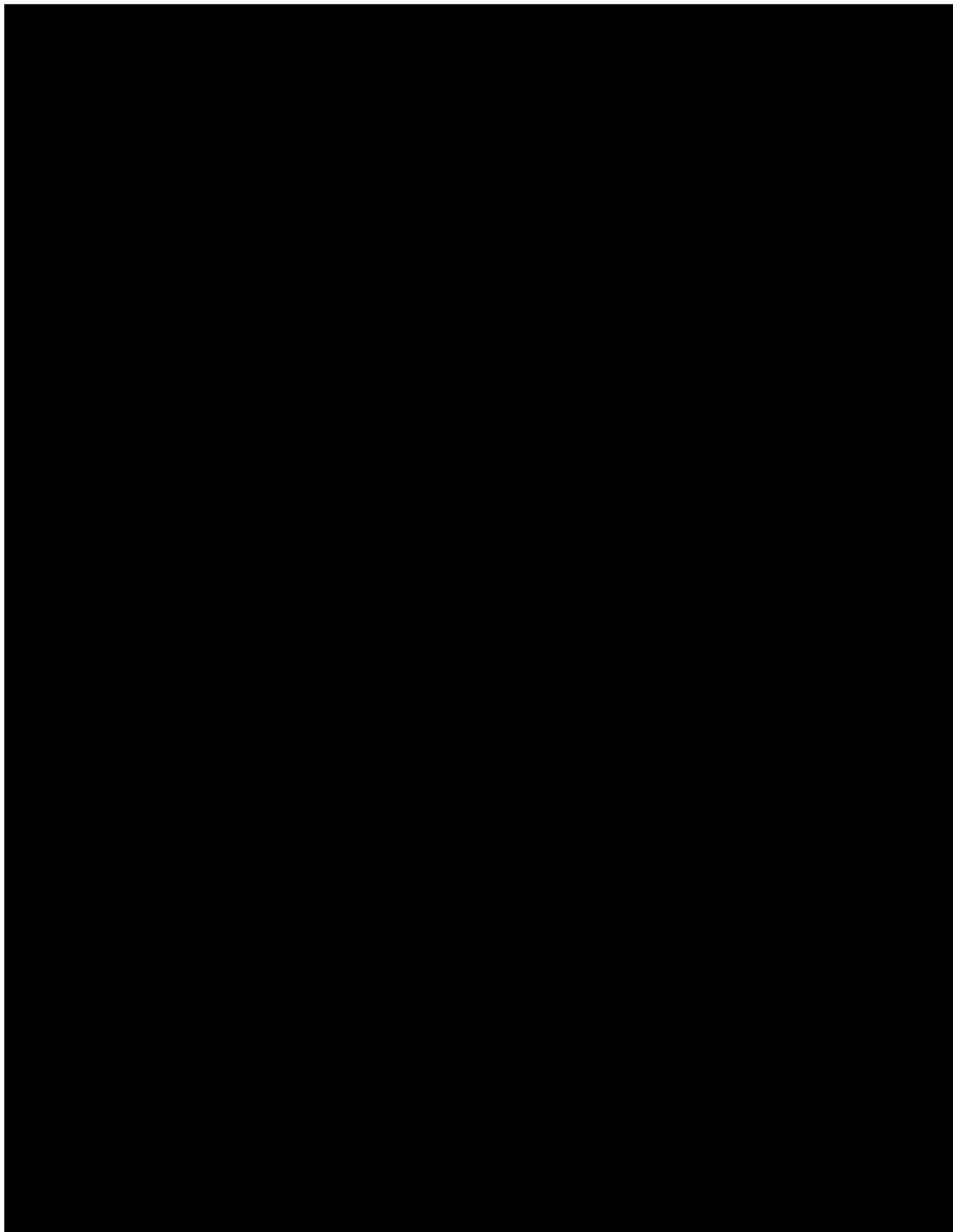


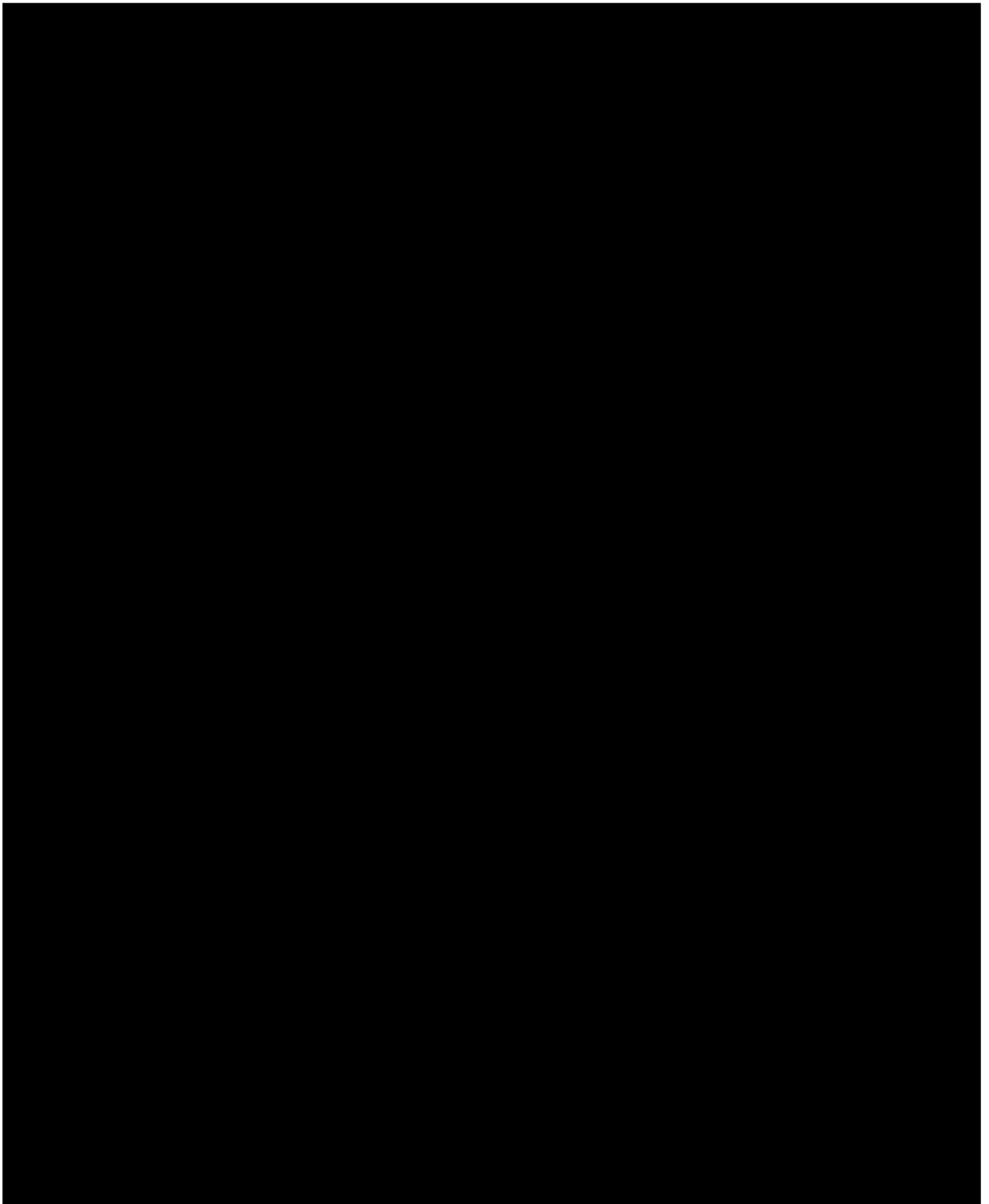












ATTACHMENT C: Catalog of Services

Service Description		Year One Unit Cost (04/02/2012 through 04/01/2013)	Year Two Unit Cost (04/02/2013 through 04/01/2014)	Year Three Unit Cost (04/02/2014 through 04/01/2015)	Year Four Unit Cost (04/02/2015 through 04/01/2016)	Year Five Unit Cost (04/02/2016 through 04/01/2017)
I. ARCHIBUS Enterprise Software Licensing (Refer to Contract Section A.6, ARCHIBUS Software Licensing and Upgrades)						
A.	Real Estate Portfolio Management					
i.	Bundled Package- Real Estate Portfolio Management including Portfolio Management, Lease Administration, Cost Administration, Cost Chargeback & Invoicing, and Portfolio Forecasting	\$18,106.00 Per License	\$18,649.00 Per License	\$19,210.00 Per License	\$19,784.00 Per License	\$20,377.00 Per License
ii.	Portfolio Management – Web Central	\$5,363.00 Per License	\$5,524.00 Per License	\$5,690.00 Per License	\$5,861.00 Per License	\$6,037.00 Per License
iii.	Lease Administration – Web Central	\$5,363.00 Per License	\$5,524.00 Per License	\$5,690.00 Per License	\$5,861.00 Per License	\$6,037.00 Per License
iv.	Cost Administration – Web Central	\$5,363.00 Per License	\$5,524.00 Per License	\$5,690.00 Per License	\$5,861.00 Per License	\$6,037.00 Per License
v.	Cost Chargeback & Invoicing – Web Central	\$5,363.00 Per License	\$5,524.00 Per License	\$5,690.00 Per License	\$5,861.00 Per License	\$6,037.00 Per License
vi.	Portfolio Forecasting – Web Central	\$2,680.00 Per License	\$2,760.00 Per License	\$2,842.00 Per License	\$2,928.00 Per License	\$3,015.00 Per License
vii.	Real Property & Lease Management – Windows	\$1,741.00 Per License	\$1,793.00 Per License	\$1,847.00 Per License	\$1,902.00 Per License	\$1,960.00 Per License
B.	Capital Project Management					
i.	Bundled Package- Capital Projects	\$8,716.00 Per License	\$8,978.00 Per License	\$9,247.00 Per License	\$9,524.00 Per License	\$9,810.00 Per License

	including Capital Budgeting & Project Management					
ii.	Capital Budgeting -- Web Central	\$5,363.00 Per License	\$5,524.00 Per License	\$5,690.00 Per License	\$5,861.00 Per License	\$6,037.00 Per License

ATTACHMENT C: Catalog of Services - Continued

	Service Description	Year One Unit Cost (04/02/2012 through 04/01/2013)	Year Two Unit Cost (04/02/2013 through 04/01/2014)	Year Three Unit Cost (04/02/2014 through 04/01/2015)	Year Four Unit Cost (04/02/2015 through 04/01/2016)	Year Five Unit Cost (04/02/2016 through 04/01/2017)
iii.	Project Management – Web Central	\$5,363.00 Per License	\$5,524.00 Per License	\$5,690.00 Per License	\$5,861.00 Per License	\$6,037.00 Per License
iv.	Condition Assessment – Web Central	\$5,363.00 Per License	\$5,524.00 Per License	\$5,690.00 Per License	\$5,861.00 Per License	\$6,037.00 Per License
	C. Space Planning and Management					
i.	Bundled Package-Space Management including Space Inventory & Performance, Personnel & Occupancy, and Space Chargeback	\$12,741.00 Per License	\$13,123.00 Per License	\$13,517.00 Per License	\$13,992.00 Per License	\$14,340.00 Per License
ii.	Space Inventory and Performance – Web Central	\$5,363.00 Per License	\$5,524.00 Per License	\$5,690.00 Per License	\$5,861.00 Per License	\$6,037.00 Per License
iii.	Personnel & Occupancy – Web Central	\$5,363.00 Per License	\$5,524.00 Per License	\$5,690.00 Per License	\$5,861.00 Per License	\$6,037.00 Per License
iv.	Space Chargeback – Web Central	\$5,363.00 Per License	\$5,524.00 Per License	\$5,690.00 Per License	\$5,861.00 Per License	\$6,037.00 Per License
v.	Strategic Master Planning – Windows	\$1,741.00 Per License	\$1,793.00 Per License	\$1,847.00 Per License	\$1,902.00 Per License	\$1,960.00 Per License
vi.	Space Management – Windows	\$1,741.00 Per License	\$1,793.00 Per License	\$1,847.00 Per License	\$1,902.00 Per License	\$1,960.00 Per License
	D. Move Management					
i.	Enterprise Move Management – Web Central	\$5,363.00 Per License	\$5,524.00 Per License	\$5,690.00 Per License	\$5,861.00 Per License	\$6,037.00 Per License

ATTACHMENT C: Catalog of Services - Continued

Service Description		Year One Unit Cost (04/02/2012 through 04/01/2013)	Year Two Unit Cost (04/02/2013 through 04/01/2014)	Year Three Unit Cost (04/02/2014 through 04/01/2015)	Year Four Unit Cost (04/02/2015 through 04/01/2016)	Year Five Unit Cost (04/02/2016 through 04/01/2017)
E	Asset Management					
i.	Asset Portal – Web Central	\$2,680.00 Per License	\$2,760.00 Per License	\$2,842.00 Per License	\$2,928.00 Per License	\$3,015.00 Per License
ii.	Furniture and Equipment Management – Windows	\$1,741.00 Per License	\$1,793.00 Per License	\$1,847.00 Per License	\$1,902.00 Per License	\$1,960.00 Per License
iii.	Telecommunications & Cable Management – Windows	\$1,741.00 Per License	\$1,793.00 Per License	\$1,847.00 Per License	\$1,902.00 Per License	\$1,960.00 Per License
F	Environmental & Risk Management					
i.	Energy Management – Web Central	\$5,363.00 Per License	\$5,524.00 Per License	\$5,690.00 Per License	\$5,861.00 Per License	\$6,037.00 Per License
ii.	Emergency Preparedness – Web Central	\$667.00 Per License	\$687.00 Per License	\$708.00 Per License	\$729.00 Per License	\$751.00 Per License
iii.	Environmental Sustainability – Web Central	\$5,363.00 Per License	\$5,524.00 Per License	\$5,690.00 Per License	\$5,861.00 Per License	\$6,037.00 Per License
iv.	Green Building- (V19.3) – Web Central	\$5,363.00 Per License	\$5,524.00 Per License	\$5,690.00 Per License	\$5,861.00 Per License	\$6,037.00 Per License

ATTACHMENT C: Catalog of Services - Continued

Service Description		Year One Unit Cost (04/02/2012 through 04/01/2013)	Year Two Unit Cost (04/02/2013 through 04/01/2014)	Year Three Unit Cost (04/02/2014 through 04/01/2015)	Year Four Unit Cost (04/02/2015 through 04/01/2016)	Year Five Unit Cost (04/02/2016 through 04/01/2017)
G	Building Operations					
i.	Bundled Package-Building Operations including On Demand Work, Preventative Maintenance, and Service Desk	\$12,741.00 Per License	\$13,123.00 Per License	\$13,517.00 Per License	\$13,922.00 Per License	\$14,340.00 Per License
ii.	On Demand Work – Web Central	\$5,363.00 Per License	\$5,524.00 Per License	\$5,690.00 Per License	\$5,861.00 Per License	\$6,037.00 Per License
iii.	Preventive Maintenance – Web Central	\$5,363.00 Per License	\$5,524.00 Per License	\$5,690.00 Per License	\$5,861.00 Per License	\$6,037.00 Per License
iv.	Condition Assessment – Web Central	\$5,363.00 Per License	\$5,524.00 Per License	\$5,690.00 Per License	\$5,861.00 Per License	\$6,037.00 Per License
v.	Building Operations Management – Windows	\$1,741.00 Per License	\$1,793.00 Per License	\$1,847.00 Per License	\$1,902.00 Per License	\$1,960.00 Per License
vi.	Call Center Wizard – Windows	\$399.00 Per License	\$411.00 Per License	\$423.00 Per License	\$436.00 Per License	\$449.00 Per License
H	Workplace Services					
i.	Reservations – Web Central	\$5,363.00 Per License	\$5,524.00 Per License	\$5,690.00 Per License	\$5,861.00 Per License	\$6,037.00 Per License
ii.	Service Desk – Web Central	\$5,363.00 Per License	\$5,524.00 Per License	\$5,690.00 Per License	\$5,861.00 Per License	\$6,037.00 Per License
iii.	Hoteling – Web Central	\$5,363.00 Per License	\$5,524.00 Per License	\$5,690.00 Per License	\$5,861.00 Per License	\$6,037.00 Per License

ATTACHMENT C: Catalog of Services - Continued

Service Description		Year One Unit Cost (04/02/2012 through 04/01/2013)	Year Two Unit Cost (04/02/2013 through 04/01/2014)	Year Three Unit Cost (04/02/2014 through 04/01/2015)	Year Four Unit Cost (04/02/2015 through 04/01/2016)	Year Five Unit Cost (04/02/2016 through 04/01/2017)
iv.	Fleet Management – Web Central (an ARCHIBUS Solutions Center product)	\$6,336.00 Per License	\$6,526.00 Per License	\$6,721.00 Per License	\$6,856.00 Per License	\$7,061.00 Per License
I	Technology Extensions/Plug-ins					
i.	Smart Client Extension for AutoCAD - Per License	\$1,741.00 Per License	\$1,793.00 Per License	\$1,847.00 Per License	\$1,902.00 Per License	\$1,960.00 Per License
ii.	Smart Client Extension for AutoCAD & Revit - Per License	\$2,009.00 Per License	\$2,069.00 Per License	\$2,131.00 Per License	\$2,195.00 Per License	\$2,261.00 Per License
iii.	Overlay with Design Management for AutoCAD – Per License	\$1,741.00 Per License	\$1,793.00 Per License	\$1,847.00 Per License	\$1,902.00 Per License	\$1,960.00 Per License
iv.	Overlay with Design Management for AutoCAD & REVIT – Windows –Per License	\$2,009.00 Per License	\$2,069.00 Per License	\$2,131.00 Per License	\$2,195.00 Per License	\$2,261.00 Per License
J	ACP					
i.	Web Central – Ten (10) concurrent user license – Web Central	\$2,091.00 Per License	\$2,154.00 Per License	\$2,218.00 Per License	\$2,285.00 Per License	\$2,353.00 Per License
ii.	Web Central – Twenty Five (25) concurrent user license – Web Central PER LICENSE	\$5,098.00 Per License	\$5,251.00 Per License	\$5,408.00 Per License	\$5,570.00 Per License	\$5,737.00 Per License
iii.	Web Central – Fifty (50) concurrent user license – Web Central	\$9,788.00 Per License	\$10,081.00 Per License	\$10,384.00 Per License	\$10,695.00 Per License	\$11,016.00 Per License

ATTACHMENT C: Catalog of Services - Continued

Service Description		Year One Unit Cost (04/02/2012 through 04/01/2013)	Year Two Unit Cost (04/02/2013 through 04/01/2014)	Year Three Unit Cost (04/02/2014 through 04/01/2015)	Year Four Unit Cost (04/02/2015 through 04/01/2016)	Year Five Unit Cost (04/02/2016 through 04/01/2017)
iv.	Web Central – One hundred (100) concurrent user license – Web Central	\$18,938.00 Per License	\$19,506.00 Per License	\$20,091.00 Per License	\$20,694.00 Per License	\$21,315.00 Per License
v.	Web Central Core – for up to two hundred fifty (250) concurrent users	\$5,557.00 Per License	\$5,723.00 Per License	\$5,895.00 Per License	\$6,072.00 Per License	\$6,254.00 Per License
vi.	Executive Information System – One (1) concurrent user license – Windows	\$399.00 Per License	\$411.00 Per License	\$423.00 Per License	\$436.00 Per License	\$449.00 Per License
vii.	Executive Information System – Three (3) concurrent user license – Windows	\$1,197.00 Per License	\$1,233.00 Per License	\$1,269.00 Per License	\$1,308.00 Per License	\$1,347.00 Per License
viii.	Executive Information System – Five (5) concurrent user license – Windows	\$1,995.00 Per License	\$2,055.00 Per License	\$2,115.00 Per License	\$2,180.00 Per License	\$2,245.00 Per License
ICP						
i.	Client Server – One (1) ICP concurrent user license – Windows PER LICENSE	\$1,338.00 Per License	\$1,378.00 Per License	\$1,419.00 Per License	\$1,462.00 Per License	\$1,506.00 Per License
EAL-Enterprise Access License						
i.	EAL-10– Ten (10) PER LICENSE	\$2,091.00 Per License	\$2,154.00 Per License	\$2,218.00 Per License	\$2,285.00 Per License	\$2,353.00 Per License
ii.	EAL-25– Twenty Five (25) PER LICENSE	\$5,098.00 Per License	\$5,251.00 Per License	\$5,408.00 Per License	\$5,570.00 Per License	\$5,737.00 Per License
iii.	EAL-50– Fifty (50) PER LICENSE	\$9,788.00 Per License	\$10,081.00 Per License	\$10,384.00 Per License	\$10,695.00 Per License	\$11,016.00 Per License
iv.	EAL-100– One Hundred (100) PER LICENSE	\$18,938.00 Per License	\$19,506.00 Per License	\$20,091.00 Per License	\$20,694.00 Per License	\$21,315.00 Per License

ATTACHMENT C: Catalog of Services - Continued

Service Description		Year One Unit Cost (04/02/2012 through 04/01/2013)	Year Two Unit Cost (04/02/2013 through 04/01/2014)	Year Three Unit Cost (04/02/2014 through 04/01/2015)	Year Four Unit Cost (04/02/2015 through 04/01/2016)	Year Five Unit Cost (04/02/2016 through 04/01/2017)
II. ARCHIBUS Enterprise Software Subscriptions (Refer to Contract Section A.6, ARCHIBUS Software Licensing and Upgrades)						
A.	Real Estate Portfolio Management					
i.	Bundled Package-Real Estate Portfolio Management including Portfolio Management, Lease Administration, Cost Chargeback & Invoicing, and Portfolio Forecasting	\$4,317.00 Per License Subscription Per Year	\$4,446.00 Per License Subscription Per Year	\$4,580.00 Per License Subscription Per Year	\$4,717.00 Per License Subscription Per Year	\$4,859.00 Per License Subscription Per Year
ii.	Portfolio Management – Web Central	\$959.00 Per License Subscription Per Year	\$988.00 Per License Subscription Per Year	\$1,017.00 Per License Subscription Per Year	\$1,047.00 Per License Subscription Per Year	\$1,079.00 Per License Subscription Per Year
iii.	Lease Administration – Web Central	\$959.00 Per License Subscription Per Year	\$988.00 Per License Subscription Per Year	\$1,017.00 Per License Subscription Per Year	\$1,047.00 Per License Subscription Per Year	\$1,079.00 Per License Subscription Per Year
iv.	Cost Administration – Web Central	\$959.00 Per License Subscription Per Year	\$988.00 Per License Subscription Per Year	\$1,017.00 Per License Subscription Per Year	\$1,047.00 Per License Subscription Per Year	\$1,079.00 Per License Subscription Per Year
v.	Cost Chargeback & Invoicing – Web Central	\$959.00 Per License Subscription Per Year	\$988.00 Per License Subscription Per Year	\$1,017.00 Per License Subscription Per Year	\$1,047.00 Per License Subscription Per Year	\$1,079.00 Per License Subscription Per Year
vi.	Portfolio Forecasting – Web Central	\$479.00 Per License Subscription Per Year	\$493.00 Per License Subscription Per Year	\$508.00 Per License Subscription Per Year	\$523.00 Per License Subscription Per Year	\$539.00 Per License Subscription Per Year

ATTACHMENT C: Catalog of Services - Continued

Service Description		Year One Unit Cost (04/02/2012 through 04/01/2013)	Year Two Unit Cost (04/02/2013 through 04/01/2014)	Year Three Unit Cost (04/02/2014 through 04/01/2015)	Year Four Unit Cost (04/02/2015 through 04/01/2016)	Year Five Unit Cost (04/02/2016 through 04/01/2017)
vii.	Real Property & Lease Management – Windows	\$311.00 Per License Subscription Per Year	\$320.00 Per License Subscription Per Year	\$330.00 Per License Subscription Per Year	\$340.00 Per License Subscription Per Year	\$350.00 Per License Subscription Per Year
B. Capital Project Management						
i.	Bundled Package- Capital Projects including Capital Budgeting & Project Management	\$1,919.00 Per License Subscription Per Year	\$1,977.00 Per License Subscription Per Year	\$2,036.00 Per License Subscription Per Year	\$2,097.00 Per License Subscription Per Year	\$2,160.00 Per License Subscription Per Year
ii.	Capital Budgeting – Web Central	\$959.00 Per License Subscription Per Year	\$988.00 Per License Subscription Per Year	\$1,017.00 Per License Subscription Per Year	\$1,047.00 Per License Subscription Per Year	\$1,079.00 Per License Subscription Per Year
iii.	Project Management – Web Central	\$959.00 Per License Subscription Per Year	\$988.00 Per License Subscription Per Year	\$1,017.00 Per License Subscription Per Year	\$1,047.00 Per License Subscription Per Year	\$1,079.00 Per License Subscription Per Year
iv.	Condition Assessment – Web Central	\$959.00 Per License Subscription Per Year	\$988.00 Per License Subscription Per Year	\$1,017.00 Per License Subscription Per Year	\$1,047.00 Per License Subscription Per Year	\$1,079.00 Per License Subscription Per Year
v.	Condition Assessment – Windows	\$239.00 Per License Subscription Per Year	\$246.00 Per License Subscription Per Year	\$253.00 Per License Subscription Per Year	\$261.00 Per License Subscription Per Year	\$269.00 Per License Subscription Per Year
C. Space Planning and Management						
i.	Bundled Package- Space Management including Space Inventory & Performance, Personnel & Occupancy, and Space Chargeback	\$2,878 Per License Subscription Per Year	\$2,964 Per License Subscription Per Year	\$3,053 Per License Subscription Per Year	\$3,144 Per License Subscription Per Year	\$3,239 Per License Subscription Per Year
ii.	Space Inventory and Performance – Web Central	\$959.00 Per License Subscription Per Year	\$988.00 Per License Subscription Per Year	\$1,017.00 Per License Subscription Per Year	\$1,047.00 Per License Subscription Per Year	\$1,079.00 Per License Subscription Per Year
iii.	Personnel & Occupancy – Web Central	\$959.00 Per License Subscription Per Year	\$988.00 Per License Subscription Per Year	\$1,017.00 Per License Subscription Per Year	\$1,047.00 Per License Subscription Per Year	\$1,079.00 Per License Subscription Per Year

ATTACHMENT C: Catalog of Services - Continued

Service Description		Year One Unit Cost (04/02/2012 through 04/01/2013)	Year Two Unit Cost (04/02/2013 through 04/01/2014)	Year Three Unit Cost (04/02/2014 through 04/01/2015)	Year Four Unit Cost (04/02/2015 through 04/01/2016)	Year Five Unit Cost (04/02/2016 through 04/01/2017)
iv.	Space Chargeback – Web Central	\$959.00 Per License Subscription Per Year	\$988.00 Per License Subscription Per Year	\$1,017.00 Per License Subscription Per Year	\$1,047.00 Per License Subscription Per Year	\$1,079.00 Per License Subscription Per Year
v.	Strategic Master Planning – Windows	\$311.00 Per License Subscription Per Year	\$320.00 Per License Subscription Per Year	\$330.00 Per License Subscription Per Year	\$340.00 Per License Subscription Per Year	\$350.00 Per License Subscription Per Year
vi.	Space Management – Windows	\$311.00 Per License Subscription Per Year	\$320.00 Per License Subscription Per Year	\$330.00 Per License Subscription Per Year	\$340.00 Per License Subscription Per Year	\$350.00 Per License Subscription Per Year
D Move Management						
i.	Enterprise Move Management – Web Central	\$959.00 Per License Subscription Per Year	\$988.00 Per License Subscription Per Year	\$1,017.00 Per License Subscription Per Year	\$1,047.00 Per License Subscription Per Year	\$1,079.00 Per License Subscription Per Year
E Asset Management						
i.	Asset Portal – Web Central	\$479.00 Per License Subscription Per Year	\$493.00 Per License Subscription Per Year	\$508.00 Per License Subscription Per Year	\$523.00 Per License Subscription Per Year	\$539.00 Per License Subscription Per Year
ii.	Furniture and Equipment Management – Windows	\$311.00 Per License Subscription Per Year	\$320.00 Per License Subscription Per Year	\$330.00 Per License Subscription Per Year	\$340.00 Per License Subscription Per Year	\$350.00 Per License Subscription Per Year
iii.	Telecommunications & Cable Management – Windows	\$311.00 Per License Subscription Per Year	\$320.00 Per License Subscription Per Year	\$330.00 Per License Subscription Per Year	\$340.00 Per License Subscription Per Year	\$350.00 Per License Subscription Per Year

ATTACHMENT C: Catalog of Services - Continued

Service Description		Year One Unit Cost (04/02/2012 through 04/01/2013)	Year Two Unit Cost (04/02/2013 through 04/01/2014)	Year Three Unit Cost (04/02/2014 through 04/01/2015)	Year Four Unit Cost (04/02/2015 through 04/01/2016)	Year Five Unit Cost (04/02/2016 through 04/01/2017)
F	Environmental & Risk Management					
i.	Energy Management – Web Central	\$959.00 Per License Subscription Per Year	\$988.00 Per License Subscription Per Year	\$1,017.00 Per License Subscription Per Year	\$1,047.00 Per License Subscription Per Year	\$1,079.00 Per License Subscription Per Year
ii.	Emergency Preparedness – Web Central	\$119.00 Per License Subscription Per Year	\$123.00 Per License Subscription Per Year	\$126.00 Per License Subscription Per Year	\$130.00 Per License Subscription Per Year	\$134.00 Per License Subscription Per Year
iii.	Environmental Sustainability – Web Central	\$959.00 Per License Subscription Per Year	\$988.00 Per License Subscription Per Year	\$1,017.00 Per License Subscription Per Year	\$1,047.00 Per License Subscription Per Year	\$1,079.00 Per License Subscription Per Year
iv.	Green Building-(V19.3) – Web Central	\$959.00 Per License Subscription Per Year	\$988.00 Per License Subscription Per Year	\$1,017.00 Per License Subscription Per Year	\$1,047.00 Per License Subscription Per Year	\$1,079.00 Per License Subscription Per Year
G	Building Operations					
i.	Bundled Package-Building Operations including On Demand Work, Preventative Maintenance, and Service Desk	\$2,878 Per License Subscription Per Year	\$2,964 Per License Subscription Per Year	\$3,053 Per License Subscription Per Year	\$3,144 Per License Subscription Per Year	\$3,239 Per License Subscription Per Year
ii.	On Demand Work – Web Central	\$959.00 Per License Subscription Per Year	\$988.00 Per License Subscription Per Year	\$1,017.00 Per License Subscription Per Year	\$1,047.00 Per License Subscription Per Year	\$1,079.00 Per License Subscription Per Year

ATTACHMENT C: Catalog of Services - Continued

Service Description		Year One Unit Cost (04/02/2012 through 04/01/2013)	Year Two Unit Cost (04/02/2013 through 04/01/2014)	Year Three Unit Cost (04/02/2014 through 04/01/2015)	Year Four Unit Cost (04/02/2015 through 04/01/2016)	Year Five Unit Cost (04/02/2016 through 04/01/2017)
iii.	Preventive Maintenance – Web Central	\$959.00 Per License Subscription Per Year	\$988.00 Per License Subscription Per Year	\$1,017.00 Per License Subscription Per Year	\$1,047.00 Per License Subscription Per Year	\$1,079.00 Per License Subscription Per Year
iv.	Condition Assessment – Web Central	\$959.00 Per License Subscription Per Year	\$988.00 Per License Subscription Per Year	\$1,017.00 Per License Subscription Per Year	\$1,047.00 Per License Subscription Per Year	\$1,079.00 Per License Subscription Per Year
v.	Building Operations Management – Windows	\$311.00 Per License Subscription Per Year	\$320.00 Per License Subscription Per Year	\$330.00 Per License Subscription Per Year	\$340.00 Per License Subscription Per Year	\$350.00 Per License Subscription Per Year
vi.	Call Center Wizard – Windows	\$71.00 Per License Subscription Per Year	\$73.00 Per License Subscription Per Year	\$75.00 Per License Subscription Per Year	\$78.00 Per License Subscription Per Year	\$80.00 Per License Subscription Per Year
H	Workplace Services					
i.	Reservations – Web Central	\$959.00 Per License Subscription Per Year	\$988.00 Per License Subscription Per Year	\$1,017.00 Per License Subscription Per Year	\$1,047.00 Per License Subscription Per Year	\$1,079.00 Per License Subscription Per Year
ii.	Service Desk – Web Central	\$959.00 Per License Subscription Per Year	\$988.00 Per License Subscription Per Year	\$1,017.00 Per License Subscription Per Year	\$1,047.00 Per License Subscription Per Year	\$1,079.00 Per License Subscription Per Year

ATTACHMENT C: Catalog of Services - Continued

Service Description		Year One Unit Cost (04/02/2012 through 04/01/2013)	Year Two Unit Cost (04/02/2013 through 04/01/2014)	Year Three Unit Cost (04/02/2014 through 04/01/2015)	Year Four Unit Cost (04/02/2015 through 04/01/2016)	Year Five Unit Cost (04/02/2016 through 04/01/2017)
iii.	Hoteling – Web Central	\$959.00 Per License Subscription Per Year	\$988.00 Per License Subscription Per Year	\$1,017.00 Per License Subscription Per Year	\$1,047.00 Per License Subscription Per Year	\$1,079.00 Per License Subscription Per Year
iv.	Fleet Management – Web Central (an ARCHIBUS Solutions Center product)	\$959.00 Per License Subscription Per Year	\$988.00 Per License Subscription Per Year	\$1,017.00 Per License Subscription Per Year	\$1,047.00 Per License Subscription Per Year	\$1,079.00 Per License Subscription Per Year
I	Technology Extensions/Plug-ins					
i.	Smart Client Extension for AutoCAD	\$311.00 Per License Subscription Per Year	\$320.00 Per License Subscription Per Year	\$330.00 Per License Subscription Per Year	\$340.00 Per License Subscription Per Year	\$350.00 Per License Subscription Per Year
ii.	Smart Client Extension for AutoCAD & Revit	\$359.00 Per License Subscription Per Year	\$370.00 Per License Subscription Per Year	\$381.00 Per License Subscription Per Year	\$393.00 Per License Subscription Per Year	\$405.00 Per License Subscription Per Year
iii.	Overlay with Design Management for AutoCAD	\$311.00 Per License Subscription Per Year	\$320.00 Per License Subscription Per Year	\$330.00 Per License Subscription Per Year	\$340.00 Per License Subscription Per Year	\$350.00 Per License Subscription Per Year
iv.	Overlay with Design Management for AutoCAD & REVIT – Windows	\$359.00 Per License Subscription Per Year	\$370.00 Per License Subscription Per Year	\$381.00 Per License Subscription Per Year	\$393.00 Per License Subscription Per Year	\$405.00 Per License Subscription Per Year

ATTACHMENT C: Catalog of Services - Continued

Service Description		Year One Unit Cost (04/02/2012 through 04/01/2013)	Year Two Unit Cost (04/02/2013 through 04/01/2014)	Year Three Unit Cost (04/02/2014 through 04/01/2015)	Year Four Unit Cost (04/02/2015 through 04/01/2016)	Year Five Unit Cost (04/02/2016 through 04/01/2017)
J	ACP					
i.	Web Central – Ten (10) concurrent user license – Web Central	\$355.00 Per License Subscription Per Year	\$366.00 Per License Subscription Per Year	\$376.00 Per License Subscription Per Year	\$388.00 Per License Subscription Per Year	\$399.00 Per License Subscription Per Year
ii.	Web Central – Twenty Five (25) concurrent user license – Web Central	\$865.00 Per License Subscription Per Year	\$891.00 Per License Subscription Per Year	\$918.00 Per License Subscription Per Year	\$945.00 Per License Subscription Per Year	\$973.00 Per License Subscription Per Year
iii.	Web Central – Fifty (50) concurrent user license – Web Central	\$1,668.00 Per License Subscription Per Year	\$1,718.00 Per License Subscription Per Year	\$1,770.00 Per License Subscription Per Year	\$1,823.00 Per License Subscription Per Year	\$1,878.00 Per License Subscription Per Year
iv.	Web Central – One hundred (100) concurrent user license – Web Central	\$3,227.00 Per License Subscription Per Year	\$3,324.00 Per License Subscription Per Year	\$3,423.00 Per License Subscription Per Year	\$3,526.00 Per License Subscription Per Year	\$3,632.00 Per License Subscription Per Year
v.	Web Central Core Program subscription for up to Two hundred fifty (250) concurrent users	\$749.00 Per License Subscription Per Year	\$772.00 Per License Subscription Per Year	\$795.00 Per License Subscription Per Year	\$818.00 Per License Subscription Per Year	\$842.00 Per License Subscription Per Year
vi.	Executive Information System – One (1) concurrent user license – Windows	\$71.00 Per License Subscription Per Year	\$71.00 Per License Subscription Per Year	\$71.00 Per License Subscription Per Year	\$71.00 Per License Subscription Per Year	\$71.00 Per License Subscription Per Year
vii.	Executive Information System – Three (3) concurrent user license – Windows	\$213.00 Per License Subscription Per Year	\$213.00 Per License Subscription Per Year	\$213.00 Per License Subscription Per Year	\$213.00 Per License Subscription Per Year	\$213.00 Per License Subscription Per Year
viii.	Executive Information System – Five (5) concurrent user license – Windows	\$355.00 Per License Subscription Per Year	\$355.00 Per License Subscription Per Year	\$355.00 Per License Subscription Per Year	\$355.00 Per License Subscription Per Year	\$355.00 Per License Subscription Per Year
	ICP					
i.	Client Server – One (1) ICP concurrent user license – Windows	\$239.00 Per License Subscription Per Year	\$246.00 Per License Subscription Per Year	\$253.00 Per License Subscription Per Year	\$261.00 Per License Subscription Per Year	\$269.00 Per License Subscription Per Year
	EAL-Enterprise Access License					
i.	EAL-10– Ten (10) PER LICENSE	\$355.00 Per License Subscription Per Year	\$366.00 Per License Subscription Per Year	\$377.00 Per License Subscription Per Year	\$388.00 Per License Subscription Per Year	\$399.00 Per License Subscription Per Year
ii.	EAL-25– Twenty Five (25) PER LICENSE	\$865.00 Per License Subscription Per Year	\$891.00 Per License Subscription Per Year	\$918.00 Per License Subscription Per Year	\$945.00 Per License Subscription Per Year	\$973.00 Per License Subscription Per Year

iii.	EAL-50– Fifty (50) PER LICENSE	\$1,668.00 Per License Subscription Per Year	\$1,718.00 Per License Subscription Per Year	\$1,770.00 Per License Subscription Per Year	\$1,823.00 Per License Subscription Per Year	\$1,878.00 Per License Subscription Per Year
iv.	EAL-100– One Hundred (100) PER LICENSE	\$3,227.00 Per License Subscription Per Year	\$3,324.00 Per License Subscription Per Year	\$3,423.00 Per License Subscription Per Year	\$3,526.00 Per License Subscription Per Year	\$3,632.00 Per License Subscription Per Year

ATTACHMENT C: Catalog of Services - Continued

Service Description		Year One Unit Cost (04/02/2012 through 04/01/2013)	Year Two Unit Cost (04/02/2013 through 04/01/2014)	Year Three Unit Cost (04/02/2014 through 04/01/2015)	Year Four Unit Cost (04/02/2015 through 04/01/2016)	Year Five Unit Cost (04/02/2016 through 04/01/2017)
III. ARCHIBUS Technical Support Services (Refer to Contract Section A.7, ARCHIBUS Technical Support)						
A	Technical Support	\$132.00 Per Hour	\$132.00 Per Hour	\$138.00 Per Hour	\$143.00 Per Hour	\$149.00 Per Hour
IV. ARCHIBUS Consulting Services (Refer to Contract Section A.13, ARCHIBUS Statement of Work Process)						
A	Personnel					
i.	Project Manager	\$149.00 Per Hour	\$149.00 Per Hour	\$155.00 Per Hour	\$161.00 Per Hour	\$168.00 Per Hour
ii.	System Engineer	\$149.00 Per Hour	\$149.00 Per Hour	\$155.00 Per Hour	\$161.00 Per Hour	\$168.00 Per Hour
iii.	System Programmer	\$132.00 Per Hour	\$132.00 Per Hour	\$138.00 Per Hour	\$143.00 Per Hour	\$149.00 Per Hour
iv.	Senior CAD Technician	\$48.00 Per Hour	\$48.00 Per Hour	\$50.00 Per Hour	\$52.00 Per Hour	\$54.00 Per Hour
v.	CAD Technician	\$42.00 Per Hour	\$42.00 Per Hour	\$44.00 Per Hour	\$46.00 Per Hour	\$48.00 Per Hour
B	Training Services	\$149.00 Per Hour	\$149.00 Per Hour	\$153.33 per Hour	\$158.00 Per Hour	\$162.67 Per Hour
C	Training Curriculum Preparation	\$149.00 Per Hour	\$149.00 Per Hour	\$153.33 Per Hour	\$158.00 Per Hour	\$162.67 Per Hour
D	Estimating Services	\$149.00 Per Hour	\$149.00 Per Hour	\$155.00 Per Hour	\$161.00 Per Hour	\$168.00 Per Hour

All parties agree to the rates as listed above.

Business Products Group dba Business Resource Group (BRG)


CONTRACTOR SIGNATURE

5/8/12
DATE

Timothy Thomas

RFP8-16-10

PRINTED NAME AND TITLE OF CONTRACTOR SIGNATORY (above)

DEPARTMENT OF GENERAL SERVICES:

Steven G. Cates

STEVEN G. CATES, COMMISSIONER

5/8/12

DATE

ATTACHMENT D: ARCHIBUS Statement of Work Form

ARCHIBUS Licensing, Maintenance and Support Services

STATEMENT OF WORK # _____

SOW Project Name: _____

Incident #/Request #: _____

Date Initiated: _____

State Contact: _____

Vendor Contact: _____

TEL: _____

TEL: _____

Service Description:

Deliverables:

- 1.
- 2.
- 3.

Requested Time Frames:

- 1.
- 2.
- 3.

Detailed Specifications Attached? (Y/N): _____

Detailed Estimate of Effort Required:

(The details of this estimate may be provided on a separate sheet if more space is needed. If this is done, please denote by stating "See Attached" under the Unit Description heading and include the grand total estimated cost where indicated below in addition to being shown on the separate sheet)

<u>UNIT DESCRIPTION</u>	<u>UNIT COST</u>	<u>UNITS REQUIRED</u>	<u>EXTENDED COST</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

GRAND TOTAL ESTIMATED COST: _____
(maximum cost for this SOW)

The undersigned hereby agrees to the terms of this SOW:

CONTRACTOR

State of Tennessee

Printed Name: _____

Printed Name: _____

Date: _____

Date: _____

(The State reserves the right to modify this form without advance notice. If this form is modified, the Contractor will be provided the modified form in a timely manner).

ATTACHMENT E: Authorized Individuals Form

STATE OF TENNESSEE AUTHORIZED INDIVIDUALS:

Technical Support Authorized Users

Brad L. Taylor, Rebecca DeVane, John Crum, Brandon Cole

Persons Authorized to Report Problems/Receive Responses to Problem Reports

Brad L. Taylor, Rebecca DeVane, Don Johnson, Peter Heimbach

Persons Authorized to Submit Statements of Work/Receive Detailed Estimates

Brad L. Taylor, Rebecca DeVane

CONTRACTOR AUTHORIZED INDIVIDUALS:

Persons Authorized to Receive and Respond to Problem Reports:

Michael Shearin – Solution Manager
Marshall King – Sr. Solution Manager
Kevin Zimmer – Manager of Technical Services
Hai Dang - Technical Architect
Florin Zidaru – Technical Architect
Eddy Wong - Help Desk
Aaron So – Help Desk

Persons Authorized to Receive Statements of Work/Submit Detailed Estimates:

Stephan Cloitre – Sr. Vice President of Workplace Technology Services
Michael Shearin – Solution Manager
Marshall King – Sr. Solution Manager
Kevin Zimmer – Manager of Technical Services
Mark Hesselschwerdt – Solution Manager

(The State reserves the right to modify this form without advance notice. If this form is modified, the Contractor will be provided the modified form in a timely manner).



March 26, 2012

State of Tennessee
Tammy Robbins

Dear Tammy,

Business Resource Group (vendor #000008725) is committed to achieving or surpassing a goal of 10 percent spend with certified diversity business enterprise as a Company and will look to use certified diversity business enterprise firms on our State of Tennessee contract, where ever possible. Diversity businesses are defined as those that are owned by minority, women, small business and service-disabled veterans which are certified by the Governor's Office of Diversity Business Enterprise (Go-DBE).

We accept that our commitment to diversity advances the State's efforts to expand opportunity of diversity businesses to do business with the State as contractors and sub-contractors.

Further, we commit to:

1. Providing information, as needed, to allow the State to track and report purchases from business owned by minority, women, service-disabled veterans and small business.

Business Resource Group is committed to working with the Go-DBE office to accomplish this goal.

Regards,

A handwritten signature in black ink, appearing to read 'Timothy Thomas', written over a light blue horizontal line.

Timothy Thomas
CFO



CONTRACT AMENDMENT

Agency Tracking # 32107-00211	Edison ID 30881	Contract #	Amendment # 1		
Contractor Legal Entity Name Business Products Group dba Business Resource Group (BRG)			Edison Vendor ID 150545		
Amendment Purpose & Effect(s) Authorizes Tennessee local governments, institutions of higher education, and qualified non-profit entities to utilize the BRG contract.					
Amendment Changes Contract End Date: <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		End Date: 04/01/2017			
TOTAL Contract Amount INCREASE or DECREASE per this Amendment (zero if N/A):			\$ 0		
Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
2012			\$350,000.00		\$350,000.00
2013			\$200,000.00		\$200,000.00
2014			\$75,000.00		\$75,000.00
2015			\$75,000.00		\$75,000.00
2016			\$75,000.00		\$75,000.00
2017			\$75,000.00		\$75,000.00
TOTAL:			\$850,000.00		\$850,000.00
American Recovery and Reinvestment Act (ARRA) Funding: <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO					
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. <div style="font-family: cursive; font-size: 1.2em; margin-left: 40px;">Ronald A. Plumb</div>			OCR USE		
Speed Chart (optional)		Account Code (optional)			

**AMENDMENT ONE
OF CONTRACT 30881**

This Contract, by and between the State of Tennessee, Department of General Services, hereinafter referred to as the "State" and Business Products Group dba Business Resource Group (BRG), hereinafter referred to as the "Contractor." It is mutually understood and agreed by and between said, undersigned contracting parties that the subject Contract is hereby amended as follows:

1. The following is added as Contract section E.19:

E.19. Participation Permitted by Participating Entities. The Contractor agrees to permit Tennessee local governments, institutions of higher education, and any corporation which is exempted from taxation under 26 U.S.C. § 501 (c)(3) ("Participating Entities") to participate in this Contract. Contractor agrees to extend its terms and pricing under this Contract to any Participating Entity that executes a Participating Addendum. A Participating Entity shall enter into a Participating Addendum with Contractor setting forth its specific terms and conditions, if any. The Participating Addendum shall be in a form agreed upon by the Contractor and the Participating Entity. Payment obligations for all orders placed by a Participating Entity shall be the sole responsibility of the Participating Entity and not of the State of Tennessee.

Required Approvals. The State is not bound by this Amendment until it is signed by the Contract parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this Contract, said officials may include, but are not limited to, the Chief Procurement Officer, the Commissioner of Human Resources, and the Comptroller of the Treasury).

Amendment Effective Date. The revisions set forth herein shall be effective April 15, 2013. All other terms and conditions of this Contract not expressly amended herein shall remain in full force and effect.

IN WITNESS WHEREOF,

Business Products Group dba Business Resource Group (BRG)



SIGNATURE 2/18/2013
DATE

ALAN S. NEILL - VICE PRESIDENT

PRINTED NAME AND TITLE OF SIGNATORY (above)

Tennessee Department of General Services



Steven G. Cates, Commissioner 2/28/13
DATE



CONTRACT AMENDMENT COVER SHEET

Agency Tracking # 32107-00211	Edison ID 30881	Contract # 30881	Amendment # 2		
Contractor Legal Entity Name Business Products Group dba Business Resource Group (BRG)			Edison Vendor ID 150545		
Amendment Purpose & Effect(s) Increase the maximum liability					
Amendment Changes Contract End Date: <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		End Date: 04/01/2017			
TOTAL Contract Amount INCREASE or DECREASE per this Amendment (zero if N/A):			\$ 650,000.00		
Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
2012			\$350,000.00		\$350,000.00
2013			\$200,000.00		\$200,000.00
2014			\$75,000.00		\$75,000.00
2015			\$325,000.00		\$325,000.00
2016			\$275,000.00		\$275,000.00
2017			\$275,000.00		\$275,000.00
TOTAL:			\$1,500,000.00		\$1,500,000.00
American Recovery and Reinvestment Act (ARRA) Funding: <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO					
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. <i>Ronald A. Plumb</i>			CPO USE		
Speed Chart (optional)		Account Code (optional)			



**AMENDMENT TWO
OF CONTRACT 30881**

This Amendment is made and entered by and between the State of Tennessee, Department of General Services, hereinafter referred to as the "State" and Business Products Group dba Business Resource Group (BRG), hereinafter referred to as the "Contractor." For good and valuable consideration, the sufficiency of which is hereby acknowledged, it is mutually understood and agreed by and between said, undersigned contracting parties that the subject contract is hereby amended as follows:

1. Contract section C.1. is deleted in its entirety and replaced with the following:

C.1. Maximum Liability. In no event shall the maximum liability of the State under this Contract exceed ONE MILLION FIVE HUNDRED THOUSAND DOLLARS (\$1,500,000.00). The payment rates in Section C.3 and the Travel Compensation provided in Section C.4. shall constitute the entire compensation due the Contractor for the Service and all of the contractor's obligations hereunder regardless of the difficulty, materials or equipment required. The payment rates include, but are not limited to, all applicable taxes, fees, overheads, and all other direct and indirect costs incurred or to be incurred by the Contractor.

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

2. The following is added as Contract section E.19.

E.19. Tennessee Department of Revenue Registration. The Contractor shall be registered with the Department of Revenue for the collection of Tennessee sales and use tax. This registration requirement is a material requirement of this Contract.

Required Approvals. The State is not bound by this Amendment until it is signed by the contract parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this contract, said officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).



Amendment Effective Date. The revisions set forth herein shall be effective August 1, 2014. All other terms and conditions of this Contract not expressly amended herein shall remain in full force and effect.

IN WITNESS WHEREOF,

Business Products Group dba Business Resource Group (BRG):

Michael Shearin

Digitally signed by Michael Shearin
DN: cn=Michael Shearin, o=BRG, ou,
email=mshearin@brg.com, c=US
Date: 2014.07.09 12:38:08 -04'00'

7/9/14

SIGNATURE

DATE

Michael Shearin, Account Director

PRINTED NAME AND TITLE OF SIGNATORY (above)

Department of General Services:

Robert E. Oglesby
Robert E. Oglesby, Commissioner

5/27/14
DATE



CONTRACT AMENDMENT COVER SHEET

Agency Tracking # 32101-15009	Edison ID 30881	Contract # 30881	Amendment # 3		
Contractor Legal Entity Name Business Products Group dba Business Resource Group (BRG)			Edison Vendor ID 150545		
Amendment Purpose & Effect(s) To add the Environmental Health and Safety line items to the contract. This module did not exist at contract begin date. STREAM will use this module for tracking issues related to State property. No dollar amount is being requested for this amendment because the current contract amount is sufficient to acquire the licensing and subscriptions.					
Amendment Changes Contract End Date: <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		End Date: 4/1/2017			
TOTAL Contract Amount INCREASE or DECREASE per this Amendment (zero if N/A):			\$ 0		
Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
2012			\$350,000.00		\$350,000.00
2013			\$200,000.00		\$200,000.00
2014			\$75,000.00		\$75,000.00
2015			\$325,000.00		\$325,000.00
2016			\$275,000.00		\$275,000.00
2017			\$275,000.00		\$275,000.00
TOTAL:			\$1,500,000.00		\$1,500,000.00
American Recovery and Reinvestment Act (ARRA) Funding: <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO					
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.			<i>CPO USE</i>		
 <small>Digitally signed by Ron Plumb DN: cn=Ron Plumb, o=General Services, ou=OPM, email=ron.plumb@tn.gov, c=US Date: 2015.03.16 14:26:55 -05'00'</small>					
Speed Chart (optional)		Account Code (optional)			

**AMENDMENT THREE
OF CONTRACT 30881**

This Amendment is made and entered by and between the State of Tennessee, Department of General Services, hereinafter referred to as the "State" and Business Products Group dba Business Resource Group, hereinafter referred to as the "Contractor." For good and valuable consideration, the sufficiency of which is hereby acknowledged, it is mutually understood and agreed by and between said, undersigned contracting parties that the subject contract is hereby amended as follows:

Contract Attachment C: Catalog of Services is deleted in its entirety and replaced with the new attachment C: Catalog of Services attached hereto.

See attachment for list of additional line items to the original Attachment C, . Changes are highlighted on page 5.

Required Approvals. The State is not bound by this Amendment until it is signed by the contract parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this contract, said officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).

Amendment Effective Date. The revisions set forth herein shall be effective 04/17/2015. All other terms and conditions of this Contract not expressly amended herein shall remain in full force and effect.

IN WITNESS WHEREOF,

Business Products Group dba Business Resource Group:



1/21/15

SIGNATURE

DATE

Michael Shearin, Account Director

PRINTED NAME AND TITLE OF SIGNATORY (above)

Department of General Services:



Digitally signed by Robert E.
Oglesby
Date: 2015.02.19 13:26:43 -06'00'

Robert E. Oglesby, Commissioner

DATE



ATTACHMENT C: Catalog of Services

Service Description	Year One Unit Cost (04/02/2012 through 04/01/2013)	Year Two Unit Cost (04/02/2013 through 04/01/2014)	Year Three Unit Cost (04/02/2014 through 04/01/2015)	Year Four Unit Cost (04/02/2015 through 04/01/2016)	Year Five Unit Cost (04/02/2016 through 04/01/2017)
I. ARCHIBUS Enterprise Software Licensing (Refer to Contract Section A.6, ARCHIBUS Software Licensing and Upgrades)					
A. Real Estate Portfolio Management					
i. Bundled Package- Real Estate Portfolio Management Including Portfolio Management, Lease Administration, Cost Administration, Cost Chargeback & Invoicing, and Portfolio Forecasting	\$18,106.00 Per License	\$18,649.00 Per License	\$19,210.00 Per License	\$19,784.00 Per License	\$20,377.00 Per License
ii. Portfolio Management – Web Central	\$5,363.00 Per License	\$5,524.00 Per License	\$5,690.00 Per License	\$5,861.00 Per License	\$6,037.00 Per License
iii. Lease Administration – Web Central	\$5,363.00 Per License	\$5,524.00 Per License	\$5,690.00 Per License	\$5,861.00 Per License	\$6,037.00 Per License
iv. Cost Administration – Web Central	\$5,363.00 Per License	\$5,524.00 Per License	\$5,690.00 Per License	\$5,861.00 Per License	\$6,037.00 Per License
v. Cost Chargeback & Invoicing – Web Central	\$5,363.00 Per License	\$5,524.00 Per License	\$5,690.00 Per License	\$5,861.00 Per License	\$6,037.00 Per License
vi. Portfolio Forecasting – Web Central	\$2,680.00 Per License	\$2,760.00 Per License	\$2,842.00 Per License	\$2,928.00 Per License	\$3,015.00 Per License
vii. Real Property & Lease Management – Windows	\$1,741.00 Per License	\$1,793.00 Per License	\$1,847.00 Per License	\$1,902.00 Per License	\$1,960.00 Per License
B. Capital Project Management					
i. Bundled Package- Capital Projects	\$8,716.00 Per License	\$8,978.00 Per License	\$9,247.00 Per License	\$9,524.00 Per License	\$9,810.00 Per License



RFEB-16-10

	including Capital Budgeting & Project Management					
ii.	Capital Budgeting -- Web Central	\$5,363.00 Per License	\$5,524.00 Per License	\$5,690.00 Per License	\$5,861.00 Per License	\$6,037.00 Per License



ATTACHMENT C: Catalog of Services - Continued

I. ARCHIBUS Enterprise Software Licensing (Refer to Contract Section A.6, ARCHIBUS Software Licensing and Upgrades)

Service Description	Year One Unit Cost (04/02/2012 Through 04/01/2013)	Year Two Unit Cost (04/02/2013 Through 04/01/2014)	Year Three Unit Cost (04/02/2014 Through 04/01/2015)	Year Four Unit Cost (04/02/2015 Through 04/01/2016)	Year Five Unit Cost (04/02/2016 Through 04/01/2017)
Environmental Health and Safety – Web Central	n/a	n/a	\$8,181	\$8,426	

II. ARCHIBUS Enterprise Software Subscriptions (Refer to Contract Section A.6, ARCHIBUS Software Licensing and Upgrades)

Service Description	Year One Unit Cost (04/02/2012 Through 04/01/2013)	Year Two Unit Cost (04/02/2013 Through 04/01/2014)	Year Three Unit Cost (04/02/2014 Through 04/01/2015)	Year Four Unit Cost (04/02/2015 Through 04/01/2016)	Year Five Unit Cost (04/02/2016 Through 04/01/2017)
Environmental Health and Safety – Web Central	n/a	n/a	\$981	\$1,010	\$1,040



ATTACHMENT C: Catalog of Services - Continued

Service Description		Year One Unit Cost (04/02/2012 through 04/01/2013)	Year Two Unit Cost (04/02/2013 through 04/01/2014)	Year Three Unit Cost (04/02/2014 through 04/01/2015)	Year Four Unit Cost (04/02/2015 through 04/01/2016)	Year Five Unit Cost (04/02/2016 through 04/01/2017)
iii.	Project Management – Web Central	\$5,363.00 Per License	\$5,524.00 Per License	\$5,690.00 Per License	\$5,861.00 Per License	\$6,037.00 Per License
iv.	Condition Assessment – Web Central	\$5,363.00 Per License	\$5,524.00 Per License	\$5,690.00 Per License	\$5,861.00 Per License	\$6,037.00 Per License
C. Space Planning and Management						
i.	Bundled Package- Space Management Including Space Inventory & Performance, Personnel & Occupancy, and Space Chargeback	\$12,741.00 Per License	\$13,123.00 Per License	\$13,517.00 Per License	\$13,992.00 Per License	\$14,340.00 Per License
ii.	Space Inventory and Performance – Web Central	\$5,363.00 Per License	\$5,524.00 Per License	\$5,690.00 Per License	\$5,861.00 Per License	\$6,037.00 Per License
iii.	Personnel & Occupancy – Web Central	\$5,363.00 Per License	\$5,524.00 Per License	\$5,690.00 Per License	\$5,861.00 Per License	\$6,037.00 Per License
iv.	Space Chargeback – Web Central	\$5,363.00 Per License	\$5,524.00 Per License	\$5,690.00 Per License	\$5,861.00 Per License	\$6,037.00 Per License
v.	Strategic Master Planning – Windows	\$1,741.00 Per License	\$1,793.00 Per License	\$1,847.00 Per License	\$1,902.00 Per License	\$1,960.00 Per License
vi.	Space Management – Windows	\$1,741.00 Per License	\$1,793.00 Per License	\$1,847.00 Per License	\$1,902.00 Per License	\$1,960.00 Per License
D. Move Management						
i.	Enterprise Move Management – Web Central	\$5,363.00 Per License	\$5,524.00 Per License	\$5,690.00 Per License	\$5,861.00 Per License	\$6,037.00 Per License



ATTACHMENT C: Catalog of Services - Continued

Service Description		Year One Unit Cost (04/02/2012 through 04/01/2013)	Year Two Unit Cost (04/02/2013 through 04/01/2014)	Year Three Unit Cost (04/02/2014 through 04/01/2015)	Year Four Unit Cost (04/02/2015 through 04/01/2016)	Year Five Unit Cost (04/02/2016 through 04/01/2017)
E. Asset Management						
i.	Asset Portal – Web Central	\$2,600.00 Per License	\$2,760.00 Per License	\$2,842.00 Per License	\$2,928.00 Per License	\$3,015.00 Per License
ii.	Furniture and Equipment Management – Windows	\$1,741.00 Per License	\$1,793.00 Per License	\$1,847.00 Per License	\$1,902.00 Per License	\$1,960.00 Per License
iii.	Telecommunications & Cable Management – Windows	\$1,741.00 Per License	\$1,793.00 Per License	\$1,847.00 Per License	\$1,902.00 Per License	\$1,960.00 Per License
F. Environmental & Risk Management						
i.	Energy Management – Web Central	\$5,363.00 Per License	\$5,524.00 Per License	\$5,690.00 Per License	\$5,861.00 Per License	\$6,037.00 Per License
ii.	Emergency Preparedness – Web Central	\$667.00 Per License	\$687.00 Per License	\$708.00 Per License	\$729.00 Per License	\$751.00 Per License
iii.	Environmental Sustainability – Web Central	\$5,363.00 Per License	\$5,524.00 Per License	\$5,690.00 Per License	\$5,861.00 Per License	\$6,037.00 Per License
iv.	Green Building- (V19.3) – Web Central	\$5,363.00 Per License	\$5,524.00 Per License	\$5,690.00 Per License	\$5,861.00 Per License	\$6,037.00 Per License



ATTACHMENT C: Catalog of Services - Continued

Service Description	Year One Unit Cost (04/02/2012 through 04/01/2013)	Year Two Unit Cost (04/02/2013 through 04/01/2014)	Year Three Unit Cost (04/02/2014 through 04/01/2015)	Year Four Unit Cost (04/02/2015 through 04/01/2016)	Year Five Unit Cost (04/02/2016 through 04/01/2017)
G Building Operations					
i. Bundled Package- Building Operations including On Demand Work, Preventative Maintenance, and Service Desk	\$12,741.00 Per License	\$13,123.00 Per License	\$13,517.00 Per License	\$13,922.00 Per License	\$14,340.00 Per License
ii. On Demand Work – Web Central	\$5,363.00 Per License	\$5,524.00 Per License	\$5,690.00 Per License	\$5,861.00 Per License	\$6,037.00 Per License
iii. Preventive Maintenance – Web Central	\$5,363.00 Per License	\$5,524.00 Per License	\$5,690.00 Per License	\$5,861.00 Per License	\$6,037.00 Per License
iv. Condition Assessment – Web Central	\$5,363.00 Per License	\$5,524.00 Per License	\$5,690.00 Per License	\$5,861.00 Per License	\$6,037.00 Per License
v. Building Operations Management – Windows	\$1,741.00 Per License	\$1,793.00 Per License	\$1,847.00 Per License	\$1,902.00 Per License	\$1,960.00 Per License
vi. Call Center Wizard – Windows	\$399.00 Per License	\$411.00 Per License	\$423.00 Per License	\$436.00 Per License	\$449.00 Per License
H Workplace Services					
i. Reservations – Web Central	\$5,363.00 Per License	\$5,524.00 Per License	\$5,690.00 Per License	\$5,861.00 Per License	\$6,037.00 Per License
ii. Service Desk – Web Central	\$5,363.00 Per License	\$5,524.00 Per License	\$5,690.00 Per License	\$5,861.00 Per License	\$6,037.00 Per License
iii. Hoteling – Web Central	\$5,363.00 Per License	\$5,524.00 Per License	\$5,690.00 Per License	\$5,861.00 Per License	\$6,037.00 Per License



ATTACHMENT C: Catalog of Services - Continued

Service Description		Year One Unit Cost (04/02/2012 through 04/01/2013)	Year Two Unit Cost (04/02/2013 through 04/01/2014)	Year Three Unit Cost (04/02/2014 through 04/01/2015)	Year Four Unit Cost (04/02/2015 through 04/01/2016)	Year Five Unit Cost (04/02/2016 through 04/01/2017)
iv.	Fleet Management – Web Central (an ARCHIBUS Solutions Center product)	\$6,336.00 Per License	\$6,526.00 Per License	\$6,721.00 Per License	\$6,858.00 Per License	\$7,061.00 Per License
I	Technology Extensions/Plug-ins					
i.	Smart Client Extension for AutoCAD - Per License	\$1,741.00 Per License	\$1,793.00 Per License	\$1,847.00 Per License	\$1,902.00 Per License	\$1,960.00 Per License
ii.	Smart Client Extension for AutoCAD & Revit - Per License	\$2,009.00 Per License	\$2,069.00 Per License	\$2,131.00 Per License	\$2,195.00 Per License	\$2,261.00 Per License
iii.	Overlay with Design Management for AutoCAD – Per License	\$1,741.00 Per License	\$1,793.00 Per License	\$1,847.00 Per License	\$1,902.00 Per License	\$1,960.00 Per License
iv.	Overlay with Design Management for AutoCAD & REVIT – Windows –Per License	\$2,009.00 Per License	\$2,069.00 Per License	\$2,131.00 Per License	\$2,195.00 Per License	\$2,261.00 Per License
J	ACP					
i.	Web Central – Ten (10) concurrent user license – Web Central	\$2,091.00 Per License	\$2,154.00 Per License	\$2,218.00 Per License	\$2,285.00 Per License	\$2,353.00 Per License
ii.	Web Central – Twenty Five (25) concurrent user license – Web Central PER LICENSE	\$5,098.00 Per License	\$5,261.00 Per License	\$5,408.00 Per License	\$5,570.00 Per License	\$5,737.00 Per License
iii.	Web Central – Fifty (50) concurrent user license – Web Central	\$9,708.00 Per License	\$10,081.00 Per License	\$10,384.00 Per License	\$10,695.00 Per License	\$11,016.00 Per License



ATTACHMENT C: Catalog of Services - Continued

Service Description		Year One Unit Cost (04/02/2012 through 04/01/2013)	Year Two Unit Cost (04/02/2013 through 04/01/2014)	Year Three Unit Cost (04/02/2014 through 04/01/2015)	Year Four Unit Cost (04/02/2015 through 04/01/2016)	Year Five Unit Cost (04/02/2016 through 04/01/2017)
iv.	Web Central – One hundred (100) concurrent user license – Web Central	\$18,938.00 Per License	\$19,508.00 Per License	\$20,091.00 Per License	\$20,694.00 Per License	\$21,315.00 Per License
v.	Web Central Core – for up to two hundred fifty (250) concurrent users.	\$5,557.00 Per License	\$5,723.00 Per License	\$5,895.00 Per License	\$6,072.00 Per License	\$6,254.00 Per License
vi.	Executive Information System – One (1) concurrent user license – Windows	\$399.00 Per License	\$411.00 Per License	\$423.00 Per License	\$436.00 Per License	\$449.00 Per License
vii.	Executive Information System – Three (3) concurrent user license – Windows	\$1,197.00 Per License	\$1,233.00 Per License	\$1,269.00 Per License	\$1,308.00 Per License	\$1,347.00 Per License
viii.	Executive Information System – Five (5) concurrent user license – Windows	\$1,995.00 Per License	\$2,055.00 Per License	\$2,115.00 Per License	\$2,180.00 Per License	\$2,245.00 Per License
ICP						
i.	Client Server – One (1) ICP concurrent user license – Windows PER LICENSE	\$1,338.00 Per License	\$1,376.00 Per License	\$1,419.00 Per License	\$1,462.00 Per License	\$1,506.00 Per License
EAL-Enterprise Access License						
i.	EAL-10- Ten (10) PER LICENSE	\$2,091.00 Per License	\$2,154.00 Per License	\$2,218.00 Per License	\$2,285.00 Per License	\$2,353.00 Per License
ii.	EAL-25- Twenty Five (25) PER LICENSE	\$6,098.00 Per License	\$6,251.00 Per License	\$6,408.00 Per License	\$6,570.00 Per License	\$6,737.00 Per License
iii.	EAL-50- Fifty (50) PER LICENSE	\$9,788.00 Per License	\$10,081.00 Per License	\$10,384.00 Per License	\$10,695.00 Per License	\$11,016.00 Per License
iv.	EAL-100- One Hundred (100) PER LICENSE	\$18,938.00 Per License	\$19,508.00 Per License	\$20,091.00 Per License	\$20,694.00 Per License	\$21,315.00 Per License



ATTACHMENT C: Catalog of Services - Continued

Service Description		Year One Unit Cost (04/02/2012 through 04/01/2013)	Year Two Unit Cost (04/02/2013 through 04/01/2014)	Year Three Unit Cost (04/02/2014 through 04/01/2015)	Year Four Unit Cost (04/02/2015 through 04/01/2016)	Year Five Unit Cost (04/02/2016 through 04/01/2017)
II. ARCHIBUS Enterprise Software Subscriptions (Refer to Contract Section A.6, ARCHIBUS Software Licensing and Upgrades)						
A.	Real Estate Portfolio Management					
i.	Bundled Package-Real Estate Portfolio Management including Portfolio Management, Lease Administration, Cost Administration, Cost Chargeback & Invoicing, and Portfolio Forecasting	\$4,317.00 Per License Subscription Per Year	\$4,446.00 Per License Subscription Per Year	\$4,580.00 Per License Subscription Per Year	\$4,717.00 Per License Subscription Per Year	\$4,859.00 Per License Subscription Per Year
ii.	Portfolio Management – Web Central	\$959.00 Per License Subscription Per Year	\$988.00 Per License Subscription Per Year	\$1,017.00 Per License Subscription Per Year	\$1,047.00 Per License Subscription Per Year	\$1,079.00 Per License Subscription Per Year
iii.	Lease Administration – Web Central	\$959.00 Per License Subscription Per Year	\$988.00 Per License Subscription Per Year	\$1,017.00 Per License Subscription Per Year	\$1,047.00 Per License Subscription Per Year	\$1,079.00 Per License Subscription Per Year
iv.	Cost Administration – Web Central	\$959.00 Per License Subscription Per Year	\$988.00 Per License Subscription Per Year	\$1,017.00 Per License Subscription Per Year	\$1,047.00 Per License Subscription Per Year	\$1,079.00 Per License Subscription Per Year
v.	Cost Chargeback & Invoicing – Web Central	\$959.00 Per License Subscription Per Year	\$988.00 Per License Subscription Per Year	\$1,017.00 Per License Subscription Per Year	\$1,047.00 Per License Subscription Per Year	\$1,079.00 Per License Subscription Per Year
vi.	Portfolio Forecasting – Web Central	\$479.00 Per License Subscription Per Year	\$493.00 Per License Subscription Per Year	\$508.00 Per License Subscription Per Year	\$523.00 Per License Subscription Per Year	\$539.00 Per License Subscription Per Year



ATTACHMENT C: Catalog of Services - Continued

Service Description		Year One Unit Cost (04/02/2012 through 04/01/2013)	Year Two Unit Cost (04/02/2013 through 04/01/2014)	Year Three Unit Cost (04/02/2014 through 04/01/2015)	Year Four Unit Cost (04/02/2015 through 04/01/2016)	Year Five Unit Cost (04/02/2016 through 04/01/2017)
vii.	Real Property & Lease Management – Windows	\$311.00 Per License Subscription Per Year	\$320.00 Per License Subscription Per Year	\$330.00 Per License Subscription Per Year	\$340.00 Per License Subscription Per Year	\$350.00 Per License Subscription Per Year
B. Capital Project Management						
i.	Bundled Package- Capital Projects including Capital Budgeting & Project Management	\$1,010.00 Per License Subscription Per Year	\$1,977.00 Per License Subscription Per Year	\$2,036.00 Per License Subscription Per Year	\$2,097.00 Per License Subscription Per Year	\$2,160.00 Per License Subscription Per Year
ii.	Capital Budgeting – Web Central	\$959.00 Per License Subscription Per Year	\$988.00 Per License Subscription Per Year	\$1,017.00 Per License Subscription Per Year	\$1,047.00 Per License Subscription Per Year	\$1,079.00 Per License Subscription Per Year
iii.	Project Management – Web Central	\$959.00 Per License Subscription Per Year	\$988.00 Per License Subscription Per Year	\$1,017.00 Per License Subscription Per Year	\$1,047.00 Per License Subscription Per Year	\$1,079.00 Per License Subscription Per Year
iv.	Condition Assessment – Web Central	\$959.00 Per License Subscription Per Year	\$988.00 Per License Subscription Per Year	\$1,017.00 Per License Subscription Per Year	\$1,047.00 Per License Subscription Per Year	\$1,079.00 Per License Subscription Per Year
v.	Condition Assessment – Windows	\$239.00 Per License Subscription Per Year	\$246.00 Per License Subscription Per Year	\$253.00 Per License Subscription Per Year	\$261.00 Per License Subscription Per Year	\$269.00 Per License Subscription Per Year
C. Space Planning and Management						
i.	Bundled Package- Spaca Management including Space-Inventory & Performance, Personnel & Occupancy, and Space Chargeback	\$2,878 Per License Subscription Per Year	\$2,964 Per License Subscription Per Year	\$3,053 Per License Subscription Per Year	\$3,144 Per License Subscription Per Year	\$3,239 Per License Subscription Per Year
ii.	Space Inventory and Performance – Web Central	\$959.00 Per License Subscription Per Year	\$988.00 Per License Subscription Per Year	\$1,017.00 Per License Subscription Per Year	\$1,047.00 Per License Subscription Per Year	\$1,079.00 Per License Subscription Per Year
iii.	Personnel & Occupancy – Web Central	\$959.00 Per License Subscription Per Year	\$988.00 Per License Subscription Per Year	\$1,017.00 Per License Subscription Per Year	\$1,047.00 Per License Subscription Per Year	\$1,079.00 Per License Subscription Per Year



ATTACHMENT C: Catalog of Services - Continued

Service Description		Year One Unit Cost (04/02/2012 through 04/01/2013)	Year Two Unit Cost (04/02/2013 through 04/01/2014)	Year Three Unit Cost (04/02/2014 through 04/01/2015)	Year Four Unit Cost (04/02/2015 through 04/01/2016)	Year Five Unit Cost (04/02/2016 through 04/01/2017)
iv.	Space Chargeback -- Web Central	\$959.00 Per License Subscription Per Year	\$988.00 Per License Subscription Per Year	\$1,017.00 Per License Subscription Per Year	\$1,047.00 Per License Subscription Per Year	\$1,079.00 Per License Subscription Per Year
v.	Strategic Master Planning -- Windows	\$311.00 Per License Subscription Per Year	\$320.00 Per License Subscription Per Year	\$330.00 Per License Subscription Per Year	\$340.00 Per License Subscription Per Year	\$350.00 Per License Subscription Per Year
vi.	Space Management -- Windows	\$311.00 Per License Subscription Per Year	\$320.00 Per License Subscription Per Year	\$330.00 Per License Subscription Per Year	\$340.00 Per License Subscription Per Year	\$350.00 Per License Subscription Per Year
D Move Management						
i.	Enterprise Move Management -- Web Central	\$959.00 Per License Subscription Per Year	\$988.00 Per License Subscription Per Year	\$1,017.00 Per License Subscription Per Year	\$1,047.00 Per License Subscription Per Year	\$1,079.00 Per License Subscription Per Year
E Asset Management						
i.	Asset Portal -- Web Central	\$479.00 Per License Subscription Per Year	\$493.00 Per License Subscription Per Year	\$508.00 Per License Subscription Per Year	\$523.00 Per License Subscription Per Year	\$539.00 Per License Subscription Per Year
ii.	Furniture and Equipment Management -- Windows	\$311.00 Per License Subscription Per Year	\$320.00 Per License Subscription Per Year	\$330.00 Per License Subscription Per Year	\$340.00 Per License Subscription Per Year	\$350.00 Per License Subscription Per Year
iii.	Telecommunications & Cable Management -- Windows	\$311.00 Per License Subscription Per Year	\$320.00 Per License Subscription Per Year	\$330.00 Per License Subscription Per Year	\$340.00 Per License Subscription Per Year	\$350.00 Per License Subscription Per Year



ATTACHMENT C: Catalog of Services - Continued

Service Description		Year One Unit Cost (04/02/2012 through 04/01/2013)	Year Two Unit Cost (04/02/2013 through 04/01/2014)	Year Three Unit Cost (04/02/2014 through 04/01/2015)	Year Four Unit Cost (04/02/2015 through 04/01/2016)	Year Five Unit Cost (04/02/2016 through 04/01/2017)
F	Environmental & Risk Management					
i.	Energy Management -- Web Central	\$959.00 Per License Subscription Per Year	\$988.00 Per License Subscription Per Year	\$1,017.00 Per License Subscription Per Year	\$1,047.00 Per License Subscription Per Year	\$1,079.00 Per License Subscription Per Year
ii.	Emergency Preparedness -- Web Central	\$119.00 Per License Subscription Per Year	\$123.00 Per License Subscription Per Year	\$126.00 Per License Subscription Per Year	\$130.00 Per License Subscription Per Year	\$134.00 Per License Subscription Per Year
iii.	Environmental Sustainability -- Web Central	\$959.00 Per License Subscription Per Year	\$988.00 Per License Subscription Per Year	\$1,017.00 Per License Subscription Per Year	\$1,047.00 Per License Subscription Per Year	\$1,079.00 Per License Subscription Per Year
iv.	Green Building (V19.3) -- Web Central	\$959.00 Per License Subscription Per Year	\$988.00 Per License Subscription Per Year	\$1,017.00 Per License Subscription Per Year	\$1,047.00 Per License Subscription Per Year	\$1,079.00 Per License Subscription Per Year
G	Building Operations					
i.	Bundled Package- Building Operations including On Demand Work, Preventative Maintenance, and Service Desk	\$2,878 Per License Subscription Per Year	\$2,964 Per License Subscription Per Year	\$3,053 Per License Subscription Per Year	\$3,144 Per License Subscription Per Year	\$3,239 Per License Subscription Per Year
ii.	On Demand Work -- Web Central	\$959.00 Per License Subscription Per Year	\$988.00 Per License Subscription Per Year	\$1,017.00 Per License Subscription Per Year	\$1,047.00 Per License Subscription Per Year	\$1,079.00 Per License Subscription Per Year



ATTACHMENT C: Catalog of Services - Continued

Service Description		Year One Unit Cost (04/02/2012 through 04/01/2013)	Year Two Unit Cost (04/02/2013 through 04/01/2014)	Year Three Unit Cost (04/02/2014 through 04/01/2015)	Year Four Unit Cost (04/02/2015 through 04/01/2016)	Year Five Unit Cost (04/02/2016 through 04/01/2017)
iii.	Preventive Maintenance – Web Central	\$959.00 Per License Subscription Per Year	\$988.00 Per License Subscription Per Year	\$1,017.00 Per License Subscription Per Year	\$1,047.00 Per License Subscription Per Year	\$1,079.00 Per License Subscription Per Year
iv.	Condition Assessment – Web Central	\$959.00 Per License Subscription Per Year	\$988.00 Per License Subscription Per Year	\$1,017.00 Per License Subscription Per Year	\$1,047.00 Per License Subscription Per Year	\$1,079.00 Per License Subscription Per Year
v.	Building Operations Management – Windows	\$311.00 Per License Subscription Per Year	\$320.00 Per License Subscription Per Year	\$330.00 Per License Subscription Per Year	\$340.00 Per License Subscription Per Year	\$350.00 Per License Subscription Per Year
vi.	Call Center Wizard – Windows	\$71.00 Per License Subscription Per Year	\$73.00 Per License Subscription Per Year	\$75.00 Per License Subscription Per Year	\$78.00 Per License Subscription Per Year	\$80.00 Per License Subscription Per Year
H	Workplace Services					
i.	Reservations – Web Central	\$959.00 Per License Subscription Per Year	\$988.00 Per License Subscription Per Year	\$1,017.00 Per License Subscription Per Year	\$1,047.00 Per License Subscription Per Year	\$1,079.00 Per License Subscription Per Year
ii.	Service Desk – Web Central	\$959.00 Per License Subscription Per Year	\$988.00 Per License Subscription Per Year	\$1,017.00 Per License Subscription Per Year	\$1,047.00 Per License Subscription Per Year	\$1,079.00 Per License Subscription Per Year



ATTACHMENT C: Catalog of Services - Continued

Service Description		Year One Unit Cost (04/02/2012 through 04/01/2013)	Year Two Unit Cost (04/02/2013 through 04/01/2014)	Year Three Unit Cost (04/02/2014 through 04/01/2015)	Year Four Unit Cost (04/02/2015 through 04/01/2016)	Year Five Unit Cost (04/02/2016 through 04/01/2017)
iii.	Hoteling – Web Central	\$959.00 Per License Subscription Per Year	\$988.00 Per License Subscription Per Year	\$1,017.00 Per License Subscription Per Year	\$1,047.00 Per License Subscription Per Year	\$1,079.00 Per License Subscription Per Year
iv.	Fleet Management – Web Central (an ARCHIBUS Solutions Center product)	\$959.00 Per License Subscription Per Year	\$988.00 Per License Subscription Per Year	\$1,017.00 Per License Subscription Per Year	\$1,047.00 Per License Subscription Per Year	\$1,079.00 Per License Subscription Per Year
I Technology Extensions/Plug-ins						
i.	Smart Client Extension for AutoCAD	\$311.00 Per License Subscription Per Year	\$320.00 Per License Subscription Per Year	\$330.00 Per License Subscription Per Year	\$340.00 Per License Subscription Per Year	\$350.00 Per License Subscription Per Year
ii.	Smart Client Extension for AutoCAD & Revit	\$359.00 Per License Subscription Per Year	\$370.00 Per License Subscription Per Year	\$381.00 Per License Subscription Per Year	\$393.00 Per License Subscription Per Year	\$405.00 Per License Subscription Per Year
iii.	Overlay with Design Management for AutoCAD	\$311.00 Per License Subscription Per Year	\$320.00 Per License Subscription Per Year	\$330.00 Per License Subscription Per Year	\$340.00 Per License Subscription Per Year	\$350.00 Per License Subscription Per Year
iv.	Overlay with Design Management for AutoCAD & REVIT – Windows	\$359.00 Per License Subscription Per Year	\$370.00 Per License Subscription Per Year	\$381.00 Per License Subscription Per Year	\$393.00 Per License Subscription Per Year	\$405.00 Per License Subscription Per Year



ATTACHMENT C: Catalog of Services - Continued

Service Description		Year One Unit Cost (04/02/2012 through 04/01/2013)	Year Two Unit Cost (04/02/2013 through 04/01/2014)	Year Three Unit Cost (04/02/2014 through 04/01/2015)	Year Four Unit Cost (04/02/2015 through 04/01/2016)	Year Five Unit Cost (04/02/2016 through 04/01/2017)
J	ACP					
i.	Web Central – Ten (10) concurrent user license – Web Central	\$355.00 Per License Subscription Per Year	\$366.00 Per License Subscription Per Year	\$376.00 Per License Subscription Per Year	\$388.00 Per License Subscription Per Year	\$399.00 Per License Subscription Per Year
ii.	Web Central – Twenty Five (25) concurrent user license – Web Central	\$865.00 Per License Subscription Per Year	\$891.00 Per License Subscription Per Year	\$918.00 Per License Subscription Per Year	\$945.00 Per License Subscription Per Year	\$973.00 Per License Subscription Per Year
iii.	Web Central – Fifty (50) concurrent user license – Web Central	\$1,668.00 Per License Subscription Per Year	\$1,718.00 Per License Subscription Per Year	\$1,770.00 Per License Subscription Per Year	\$1,823.00 Per License Subscription Per Year	\$1,878.00 Per License Subscription Per Year
iv.	Web Central – One hundred (100) concurrent user license – Web Central	\$3,227.00 Per License Subscription Per Year	\$3,324.00 Per License Subscription Per Year	\$3,423.00 Per License Subscription Per Year	\$3,528.00 Per License Subscription Per Year	\$3,632.00 Per License Subscription Per Year
v.	Web Central Core Program subscription for up to Two hundred fifty (250) concurrent users	\$749.00 Per License Subscription Per Year	\$772.00 Per License Subscription Per Year	\$795.00 Per License Subscription Per Year	\$818.00 Per License Subscription Per Year	\$842.00 Per License Subscription Per Year
vi.	Executive Information System – One (1) concurrent user license – Windows	\$71.00 Per License Subscription Per Year	\$71.00 Per License Subscription Per Year	\$71.00 Per License Subscription Per Year	\$71.00 Per License Subscription Per Year	\$71.00 Per License Subscription Per Year
vii.	Executive Information System – Three (3) concurrent user license – Windows	\$213.00 Per License Subscription Per Year	\$213.00 Per License Subscription Per Year	\$213.00 Per License Subscription Per Year	\$213.00 Per License Subscription Per Year	\$213.00 Per License Subscription Per Year
viii.	Executive Information System – Five (5) concurrent user license – Windows	\$355.00 Per License Subscription Per Year	\$355.00 Per License Subscription Per Year	\$355.00 Per License Subscription Per Year	\$355.00 Per License Subscription Per Year	\$355.00 Per License Subscription Per Year
	ICP					
i.	Client Server – One (1) ICP concurrent user license – Windows	\$239.00 Per License Subscription Per Year	\$246.00 Per License Subscription Per Year	\$253.00 Per License Subscription Per Year	\$261.00 Per License Subscription Per Year	\$269.00 Per License Subscription Per Year
	EAL-Enterprise Access License					
i.	EAL-10- Ten (10) PER LICENSE	\$355.00 Per License Subscription Per Year	\$366.00 Per License Subscription Per Year	\$377.00 Per License Subscription Per Year	\$388.00 Per License Subscription Per Year	\$399.00 Per License Subscription Per Year
ii.	EAL-25- Twenty Five (25) PER LICENSE	\$865.00 Per License Subscription Per Year	\$891.00 Per License Subscription Per Year	\$918.00 Per License Subscription Per Year	\$945.00 Per License Subscription Per Year	\$973.00 Per License Subscription Per Year



iii.	EAL-50- Fifty (50) PER LICENSE	\$1,868.00 Per License Subscription Per Year	\$1,718.00 Per License Subscription Per Year	\$1,770.00 Per License Subscription Per Year	\$1,823.00 Per License Subscription Per Year	\$1,878.00 Per License Subscription Per Year
iv.	EAL-100- One Hundred (100) PER LICENSE	\$3,227.00 Per License Subscription Per Year	\$3,324.00 Per License Subscription Per Year	\$3,423.00 Per License Subscription Per Year	\$3,528.00 Per License Subscription Per Year	\$3,632.00 Per License Subscription Per Year

ATTACHMENT C: Catalog of Services - Continued

Service Description		Year One Unit Cost (04/02/2012 through 04/01/2013)	Year Two Unit Cost (04/02/2013 through 04/01/2014)	Year Three Unit Cost (04/02/2014 through 04/01/2015)	Year Four Unit Cost (04/02/2015 through 04/01/2016)	Year Five Unit Cost (04/02/2016 through 04/01/2017)
III. ARCHIBUS Technical Support Services (Refer to Contract Section A.7, ARCHIBUS Technical Support)						
A	Technical Support	\$132.00 Per Hour	\$132.00 Per Hour	\$138.00 Per Hour	\$143.00 Per Hour	\$149.00 Per Hour
IV. ARCHIBUS Consulting Services (Refer to Contract Section A.13, ARCHIBUS Statement of Work Process)						
A	Personnel:					
i.	Project Manager	\$149.00 Per Hour	\$149.00 Per Hour	\$155.00 Per Hour	\$161.00 Per Hour	\$168.00 Per Hour
ii.	System Engineer	\$149.00 Per Hour	\$149.00 Per Hour	\$155.00 Per Hour	\$161.00 Per Hour	\$168.00 Per Hour
iii.	System Programmer	\$132.00 Per Hour	\$132.00 Per Hour	\$138.00 Per Hour	\$143.00 Per Hour	\$149.00 Per Hour
iv.	Senior CAD Technician	\$48.00 Per Hour	\$48.00 Per Hour	\$50.00 Per Hour	\$52.00 Per Hour	\$54.00 Per Hour
v.	CAD Technician	\$42.00 Per Hour	\$42.00 Per Hour	\$44.00 Per Hour	\$46.00 Per Hour	\$48.00 Per Hour
B	Training Services	\$149.00 Per Hour	\$149.00 Per Hour	\$153.33 per Hour	\$158.00 Per Hour	\$162.67 Per Hour
C	Training Curriculum Preparation	\$149.00 Per Hour	\$149.00 Per Hour	\$153.33 Per Hour	\$158.00 Per Hour	\$162.67 Per Hour
D	Estimating Services	\$149.00 Per Hour	\$149.00 Per Hour	\$155.00 Per Hour	\$161.00 Per Hour	\$168.00 Per Hour

All parties agree to the rates as listed above.

Business Products Group dba Business Resource Group (BRG)


CONTRACTOR SIGNATURE

5/8/17
DATE



RFP0-18-10

Timothy Thomas

PRINTED NAME AND TITLE OF CONTRACTOR SIGNATORY (above)

DEPARTMENT OF GENERAL SERVICES:

Steven G. Cates

STEVEN G. CATES, COMMISSIONER

5/8/12

DATE



**STATE OF TENNESSEE
DEPARTMENT OF GENERAL SERVICES**

**REQUEST FOR PROPOSALS
FOR
ARCHIBUS Licensing and Support**

RFP # 32107.00211

RFP CONTENTS

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2. RFP SCHEDULE OF EVENTS
3. PROPOSAL REQUIREMENTS
4. GENERAL CONTRACTING INFORMATION & REQUIREMENTS
5. PROPOSAL EVALUATION & CONTRACT AWARD

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- 6.2. Technical Proposal & Evaluation Guide
- 6.3. Cost Proposal & Scoring Guide
- 6.4. Reference Questionnaire
- 6.5. Proposal Score Summary Matrix
- 6.6. *Pro Forma* Contract
 - A – Attestation Re Personnel Used In Contract Performance
 - B – State of Tennessee Enterprise Architecture
 - C – Catalog of Services
 - D – ARCHIBUS Statement of Work Form
 - E – Authorized Individuals Form
- 6.7. Exception Requests to State Standards – Prior to Proposal Submission
- 6.8. Exceptions to Tennessee Technology Architecture Request Form
- 6.9. Edison Interface File Layouts
- 6.10. Background Information

1. INTRODUCTION

The State of Tennessee, Department of General Services, hereinafter referred to as "the State," has issued this Request for Proposals (RFP) to define minimum service requirements; solicit proposals; detail proposal requirements; and, outline the State's process for evaluating proposals and selecting a contractor to provide the needed service.

Through this RFP, the State seeks to buy the best services at the most favorable, competitive prices and to give ALL qualified businesses, including those that are owned by minorities, women, persons with a handicap or disability, and small business enterprises, opportunity to do business with the State as contractors and sub-contractors.

1.1. Statement of Procurement Purpose

- 1.1.1. The State intends to secure a contract for licensing, installation, upgrade, maintenance and support services for the proprietary software, ARCHIBUS, and any and all software modules that may be implemented as part of the State's ARCHIBUS installation.

To advance the State's initiatives and to ensure continuing support for ARCHIBUS, the State is now requesting proposals from all vendors qualified to provide services in support of the State's use of ARCHIBUS, including but not limited to:

- Upgrade to the current release of ARCHIBUS;
- Add the additional ARCHIBUS modules to be purchased by the State;
- Implement Web Central user interface where appropriate;
- Develop the means to exchange data between ARCHIBUS and the State's installation of ██████████ known as Edison (refer to RFP Attachment 6.9 for the file layouts to be used for exchanging data with Edison).
- Continue to supply upgrades and new releases of ARCHIBUS, and support the State in the application and/or installation of the same such that the State continues to use the current release of ARCHIBUS;
- Provide ongoing maintenance and support services for ARCHIBUS, and any and all business functionality that may be implemented as part of the State's ARCHIBUS installation.

Refer to the RFP Attachment 6.6, *Pro Forma* contract for the entire scope of services to be provided.

Because strong knowledge of state real estate and facility management procedures, processes, and operations is critically important to the successful implementation of this project, the State requires that Providers have a minimum of one (1) current state government client to which they provide implementation and support services specifically for ARCHIBUS software.

- 1.1.2. The State maintains a document entitled *State of Tennessee Enterprise Architecture* (otherwise known as the "Technology Architecture"). This document provides a list of State-standard hardware and software and will be the basis for determining which proposed products are deviations from State standards. If Proposers wish to propose any products which do not appear in the Technology Architecture, Proposers should make formal requests to do so during the Written Comments process described in RFP Section 1.4.4.

The vendor may request a copy of the Technology Architecture by submitting a written request (an email will suffice) to the RFP coordinator listed in RFP Section 1.4.2.1. The content of this document may prompt vendor questions and/or significantly impact the vendor's proposal; therefore, the State encourages interested vendors to request this document and review it carefully prior to the Written Comments Deadline given in RFP Section 2.

When a contract is executed pursuant to this RFP, the *State of Tennessee Enterprise Architecture* will be included as Contract Attachment B.

1.1.3. If the Proposer intends to request any exceptions to “State Standard products” as defined in the Technology Architecture, these exception requests should be submitted in writing. State receipt of the written exception requests should be no later than the Written Comments Deadline detailed in the RFP Section 2, Schedule of Events. See RFP Attachment 6.7., Exception Requests to State Standards – Prior to Proposal Submission, for more detail.

1.2. Scope of Service, Contract Period, & Required Terms and Conditions

The RFP Attachment 6.6., *Pro Forma* Contract details the State’s required:

- Scope of Services and Deliverables (Section A);
- Contract Period (Section B);
- Payment Terms (Section C);
- Standard Terms and Conditions (Section D); and,
- Special Terms and Conditions (Section E).

The *pro forma* contract substantially represents the contract document that the successful Proposer must sign.

1.3. Nondiscrimination

No person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of a Contract pursuant to this RFP or in the employment practices of the Contractor on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal, Tennessee state constitutional, or statutory law. The Contractor pursuant to this RFP shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

1.4. RFP Communications

1.4.1. The State has assigned the following RFP identification number that must be referenced in all communications regarding this RFP:

RFP # 32107.00211

1.4.2. **Unauthorized contact about this RFP with employees or officials of the State of Tennessee except as detailed below may result in disqualification from consideration under this procurement process.**

1.4.2.1. Potential proposers must direct communications relating to this RFP to the following:

Tammy Robbins
Jenny Young
Department of General Services
312 Rosa Parks Avenue, 24th Floor
Nashville, TN 37243
Telephone: (615) 253-7819 or (615) 741-1298
Fax: 615-532-6257
tammy.robbs@tn.gov and jennifer.young@tn.gov

1.4.2.2. Notwithstanding the foregoing, potential proposers may contact:

- a. staff of the Governor’s Office of Diversity Business Enterprise for assistance available to minority-owned, women-owned, and small businesses as well as general, public information relating to this RFP; and

- b. the following individual designated by the State to coordinate compliance with the nondiscrimination requirements of the State of Tennessee, Title VI of the Civil Rights Act of 1964, the Americans with Disabilities Act of 1990, and associated federal regulations:

Donna Hampton
Department of General Services
State of Tennessee Real Estate Asset Management
312 Rosa L. Parks Avenue
Nashville, Tennessee 37247
Telephone: (615) 253-2913
Donna.hampton@tn.gov

- 1.4.3. Only the State's official, written responses and communications will be binding with regard to this RFP. The State will consider oral communications of any type to be unofficial and non-binding.
- 1.4.4. Potential proposers must ensure that the State receives all written comments, including questions and requests for clarification, no later than the Written Comments Deadline detailed in the RFP Section 2, Schedule of Events.
- 1.4.5. Proposers must assume the risk of the method of dispatching any communication or proposal to the State. The State assumes no responsibility for delays or delivery failures resulting from the method of dispatch. Actual or digital "postmarking" of a communication or proposal to the State by a specified deadline date will not substitute for the State's actual receipt of a communication or proposal.
- 1.4.6. The State will convey all official responses and communications related to this RFP to the potential proposers from whom the State has received a Notice of Intent to Propose (refer to RFP Section 1.7).
- 1.4.7. The State reserves the right to determine, at its sole discretion, the method of conveying official, written responses and communications related to this RFP. Such written communications may be transmitted by mail, hand-delivery, facsimile, electronic mail, Internet posting, or any other means deemed reasonable by the State.
- 1.4.8. The State reserves the right to determine, at its sole discretion, the appropriate and adequate responses to written comments, questions, and requests related to this RFP. The State's official, written responses will constitute an amendment of this RFP.
- 1.4.9. Any data or factual information provided by the State (in this RFP, an RFP amendment or any other communication relating to this RFP) is for informational purposes only. The State will make reasonable efforts to ensure the accuracy of such data or information, however it is within the discretion of Proposers to independently verify any information before relying thereon.

1.5. **Assistance to Proposers With a Handicap or Disability**

Potential proposers with a handicap or disability may receive accommodation relating to the communication of this RFP and participating in the RFP process. Potential proposers may contact the RFP Coordinator to request such reasonable accommodation no later than the Disability Accommodation Request Deadline detailed in the RFP Section 2, Schedule of Events.

1.6. **Proposer Required Review & Waiver of Objections**

- 1.6.1. Each potential proposer must carefully review this RFP, including but not limited to, attachments, the RFP Attachment 6.6., *Pro Forma* Contract, and any amendments, for questions, comments, defects, objections, or any other matter requiring clarification or correction (collectively called "questions and comments").

1.6.2. Any potential proposer having questions and comments concerning this RFP must provide such in writing to the State no later than the Written Comments Deadline detailed in the RFP Section 2, Schedule of Events.

1.6.3. Protests based on any objection shall be considered waived and invalid if the objection has not been brought to the attention of the State, in writing, by the Written Comments Deadline.

1.7. **Notice of Intent to Propose**

Before the Notice of Intent to Propose Deadline detailed in the RFP Section 2, Schedule of Events, potential proposers should submit to the RFP Coordinator a Notice of Intent to Propose (in the form of a simple e-mail or other written communication). Such notice should include the following information:

- the business or individual's name (as appropriate)
- a contact person's name and title
- the contact person's mailing address, telephone number, facsimile number, and e-mail address

A Notice of Intent to Propose creates no obligation and is not a prerequisite for making a proposal, however, it is necessary to ensure receipt of any RFP amendments or other notices and communications relating to this RFP.

1.8. **Proposal Deadline**

A Proposer must ensure that the State receives a proposal no later than the Proposal Deadline time and date detailed in the RFP Section 2, Schedule of Events. A proposal must respond, as required, to this RFP (including its attachments) as may be amended. The State will not accept late proposals, and a Proposer's failure to submit a proposal before the deadline will result in disqualification of the proposal.

2. RFP SCHEDULE OF EVENTS

2.1. The following RFP Schedule of Events represents the State's best estimate for this RFP.

EVENT	TIME (central time zone)	DATE (all dates are state business days)
1. RFP Issued		February 6, 2012
2. Disability Accommodation Request Deadline	2:00 p.m.	February 9, 2012
3. Notice of Intent to Propose Deadline	2:00 p.m.	February 10, 2012
4. Written "Questions & Comments" Deadline	2:00 p.m.	February 15, 2012
5. State Response to Written "Questions & Comments"		February 21, 2012
6. Proposal Deadline	2:00 p.m.	February 28, 2012
7. State Completion of Technical Proposal Evaluations		March 5, 2012
8. State Opening & Scoring of Cost Proposals	9:00 a.m.	March 6, 2012
9. State Evaluation Notice Released <u>and</u> RFP Files Opened for Public Inspection	2:00 p.m.	March 8, 2012
10. Contract Signing		March 20, 2012
11. Contractor Contract Signature Deadline	2:00 p.m.	March 21, 2012

2.2. **The State reserves the right, at its sole discretion, to adjust the RFP Schedule of Events as it deems necessary.** Any adjustment of the Schedule of Events shall constitute an RFP amendment, and the State will communicate such to potential proposers from whom the State has received a Notice of Intent to Propose (refer to section 1.7.).

3. PROPOSAL REQUIREMENTS

3.1. Proposal Form

A response to this RFP must consist of two parts, a Technical Proposal and a Cost Proposal.

- 3.1.1. **Technical Proposal.** The RFP Attachment 6.2., Technical Proposal & Evaluation Guide details specific requirements for making a Technical Proposal in response to this RFP. The guide includes mandatory requirement items, general qualifications and experience items, and technical qualifications, experience, and approach items all of which must be addressed with a written response and, in some instances, additional documentation.

NOTICE: A technical proposal must not include any pricing or cost information. If any pricing or cost information amounts of any type (even pricing relating to other projects) is included in any part of the technical proposal, the state will deem the proposal to be non-responsive and reject it.

- 3.1.1.1. A Proposer must use the RFP Attachment 6.2., Technical Proposal & Evaluation Guide to organize, reference, and draft the Technical Proposal by duplicating the attachment, adding appropriate proposal page numbers as required, and using the guide as a table of contents covering the Technical Proposal.
- 3.1.1.2. A proposal should be economically prepared, with emphasis on completeness and clarity. A proposal, as well as any reference material presented, must be written in English and must be written on standard 8 ½" x 11" pages (although oversize exhibits are permissible). All proposal pages must be numbered.
- 3.1.1.3. All information and documentation included in a Technical Proposal should respond to or address a specific requirement detailed in the RFP Attachment 6.2., Technical Proposal & Evaluation Guide. All information must be incorporated into a response to a specific requirement and clearly referenced. Any information not meeting these criteria will be deemed extraneous and will not contribute to evaluations.
- 3.1.1.4. The State may determine a proposal to be non-responsive and reject it if:
- a. the Proposer fails to organize and properly reference the Technical Proposal as required by this RFP and the RFP Attachment 6.2., Technical Proposal & Evaluation Guide; or
 - b. the Technical Proposal document does not appropriately respond to, address, or meet all of the requirements and proposal items detailed in the RFP Attachment 6.2., Technical Proposal & Evaluation Guide.
- 3.1.2. **Cost Proposal.** A Cost Proposal must be recorded on an exact duplicate of the RFP Attachment 6.3., Cost Proposal & Scoring Guide.

NOTICE: If a proposer fails to submit a cost proposal exactly as required, the state will deem the proposal to be non-responsive and reject it.

- 3.1.2.1. A Proposer must only record the proposed cost exactly as required by the RFP Attachment 6.3., Cost Proposal & Scoring Guide and must NOT record any other rates, amounts, or information.

- 3.1.2.2. The proposed cost shall incorporate ALL costs for services under the contract for the total contract period.
- 3.1.2.3. A Proposer must sign and date the Cost Proposal.
- 3.1.2.4. A Proposer must submit the Cost Proposal to the State in a sealed package separate from the Technical proposal (as detailed in RFP Sections 3.2.3., *et seq.*).

3.2. **Proposal Delivery**

A Proposer must deliver a proposal in response to this RFP as detailed below. The State will not accept a proposal delivered by any other method.

- 3.2.1. A Proposer must ensure that both the original Technical Proposal and Cost Proposal documents meet all form and content requirements detailed within this RFP for such proposals including but not limited to required signatures.
- 3.2.2. A Proposer must submit original Technical Proposal and Cost Proposal documents and copies as specified below.
 - 3.2.2.1. One (1) original Technical Proposal paper document labeled:
“RFP # 32107.00211 TECHNICAL PROPOSAL ORIGINAL”

and six (6) copies of the Technical Proposal each in the form of one (1) digital document in “PDF” format properly recorded on its own otherwise blank, standard CD-R recordable disc labeled:
“RFP # 32107.00211 TECHNICAL PROPOSAL COPY”

The digital copies should not include copies of sealed customer references, however any other discrepancy between the paper Technical Proposal document and any digital copies may result in the State rejecting the proposal as non-responsive.
 - 3.2.2.2. One (1) original Cost Proposal paper document labeled:
“RFP # 32107.00211 COST PROPOSAL ORIGINAL”

and one (1) copy in the form of a digital document in “XLS” format (Excel version 97-03 or higher) properly recorded on separate blank, standard CD-R recordable disc labeled:
“RFP # 32107.00211 COST PROPOSAL COPY”

In the event of a discrepancy between the original Cost Proposal document and the digital copy, the original, signed document will take precedence.
- 3.2.3. A Proposer must separate, seal, package, and label the documents and discs for delivery as follows.
 - 3.2.3.1. The Technical Proposal original document and copy discs must be placed in a sealed package that is clearly labeled:
“DO NOT OPEN... RFP # 32107.00211 TECHNICAL PROPOSAL FROM [PROPOSER LEGAL ENTITY NAME]”

- 3.2.3.2. The Cost Proposal original document and copy disc must be placed in a separate, sealed package that is clearly labeled:

“DO NOT OPEN... RFP # 32107.00211 COST PROPOSAL FROM [PROPOSER LEGAL ENTITY NAME]”

- 3.2.3.3. The separately, sealed Technical Proposal and Cost Proposal components may be enclosed in a larger package for mailing or delivery, provided that the outermost package is clearly labeled:

“RFP # 32107.00211 SEALED TECHNICAL PROPOSAL & SEALED COST PROPOSAL FROM [PROPOSER LEGAL ENTITY NAME]”

- 3.2.4. A Proposer must ensure that the State receives a proposal in response to this RFP no later than the Proposal Deadline time and date detailed in the RFP Section 2, Schedule of Events at the following address:

Tammy Robbins
Jenny Young
Department of General Services
312 Rosa Parks Avenue, 24th Floor
Nashville, TN 37243
Telephone: (615) 253-7819 or (615) 741-1298

3.3. Proposal & Proposer Prohibitions

- 3.3.1. A proposal must not include the Proposer's own contract terms and conditions. If a proposal contains such terms and conditions, the State, at its sole discretion, may determine the proposal to be a non-responsive counteroffer and reject it.
- 3.3.2. A proposal must not restrict the rights of the State or otherwise qualify either the offer to deliver services as required by this RFP or the Cost Proposal. If a proposal restricts the rights of the State or otherwise qualifies either the offer to deliver services as required by this RFP or the Cost Proposal, the State, at its sole discretion, may determine the proposal to be a non-responsive counteroffer and reject it.
- 3.3.3. A proposal must not propose alternate services (*i.e.*, offer services different from those requested and required by this RFP). The State will consider a proposal of alternate services to be non-responsive and reject it.
- 3.3.4. A Cost Proposal must not result from any collusion between Proposers. The State will reject any Cost Proposal that was not prepared independently without collusion, consultation, communication, or agreement with any other Proposer. Regardless of the time of detection, the State will consider any such actions to be grounds for proposal rejection or contract termination.
- 3.3.5. A Proposer must not provide, for consideration in this RFP process or subsequent contract negotiations, incorrect information that the Proposer knew or should have known was materially incorrect. If the State determines that a Proposer has provided such incorrect information, the State will deem the Proposer's proposal non-responsive and reject it.
- 3.3.6. A Proposer must not submit more than one Technical Proposal and one Cost Proposal in response to this RFP. If a Proposer submits more than one Technical Proposal or more than one Cost Proposal, the State will deem all of the proposals non-responsive and reject them.
- 3.3.7. A Proposer must not submit a proposal as a prime contractor while also permitting one or more other Proposers to offer the Proposer as a subcontractor in their own proposals. Such may result in the disqualification of all Proposers knowingly involved. This restriction does not, however,

prohibit different Proposers from offering the same subcontractor as a part of their proposals (provided that the subcontractor does not also submit a proposal as a prime contractor).

3.3.8. A Proposer must not be (and the State will not award a contract to):

- a. an individual who is, or within the past six months has been, an employee of the State of Tennessee or who is a volunteer member of a State board or commission that votes for, lets out, overlooks, or any manner superintends the services being procured in this RFP;
- b. a company, corporation, or any other contracting entity in which an ownership of two percent (2%) or more is held by an individual who is, or within the past six months has been, an employee of the State of Tennessee (this will not apply either to financial interests that have been placed into a "blind trust" arrangement pursuant to which the employee does not have knowledge of the retention or disposition of such interests or to the ownership of publicly traded stocks or bonds where such ownership constitutes less than 2% of the total outstanding amount of the stocks or bonds of the issuing entity);
- c. a company, corporation, or any other contracting entity which employs an individual who is, or within the past six months has been, an employee of the State of Tennessee in a position that would allow the direct or indirect use or disclosure of information, which was obtained through or in connection with his or her employment and not made available to the general public, for the purpose of furthering the private interest or personal profit of any person; or,
- d. any individual, company, or other entity involved in assisting the State in the development, formulation, or drafting of this RFP or its scope of services (such person or entity being deemed by the State as having information that would afford an unfair advantage over other Proposers).

For the purposes of applying the requirements of this RFP subsection 3.3.8., the State will deem an individual to be an employee of the State of Tennessee until such time as all compensation for salary, termination pay, and annual leave has been paid, but the term "employee of the State of Tennessee" shall not include individuals performing volunteer services for the State of Tennessee.

3.4. **Proposal Errors & Revisions**

A Proposer is liable for any and all proposal errors or omissions. A Proposer will not be allowed to alter or revise proposal documents after the Proposal Deadline time and date detailed in the RFP Section 2, Schedule of Events unless such is formally requested, in writing, by the State.

3.5. **Proposal Withdrawal**

A Proposer may withdraw a submitted proposal at any time before the Proposal Deadline time and date detailed in the RFP Section 2, Schedule of Events by submitting a written request signed by an authorized Proposer representative. After withdrawing a proposal, a Proposer may submit another proposal at any time before the Proposal Deadline.

3.6. **Proposal of Additional Services**

If a proposal offers services in addition to those required by and described in this RFP, the State, at its sole discretion, may add such services to the contract awarded as a result of this RFP. Notwithstanding the foregoing, a Proposer must not propose any additional cost amount(s) or rate(s) for additional services. Regardless of any additional services offered in a proposal, the Proposer's Cost Proposal must only record the proposed cost as required in this RFP and must not record any other rates, amounts, or information.

NOTICE: If a Proposer fails to submit a Cost Proposal exactly as required, the State will deem the proposal non-responsive and reject it.

3.7. Proposal Preparation Costs

The State will not pay any costs associated with the preparation, submission, or presentation of a proposal.

4. GENERAL CONTRACTING INFORMATION & REQUIREMENTS

4.1. RFP Amendment

The State reserves the right to amend this RFP at any time, provided that it is amended in writing. However, prior to any such amendment, the State will consider whether it would negatively impact the ability of potential proposers to meet the proposal deadline and revise the RFP Schedule of Events if deemed appropriate. If an RFP amendment is issued, the State will convey it to potential proposers who submitted a Notice of Intent to Propose (refer to RFP Section 1.7). A proposal must respond, as required, to the final RFP (including its attachments) as may be amended.

4.2. RFP Cancellation

The State reserves the right, at its sole discretion, to cancel or to cancel and reissue this RFP in accordance with applicable laws and regulations.

4.3. State Right of Rejection

4.3.1. Subject to applicable laws and regulations, the State reserves the right to reject, at its sole discretion, any and all proposals.

4.3.2. The State may deem as non-responsive and reject any proposal that does not comply with all terms, conditions, and performance requirements of this RFP. Notwithstanding the foregoing, the State reserves the right to waive, at its sole discretion, a proposal's minor variances from full compliance with this RFP. If the State waives variances in a proposal, such waiver shall not modify the RFP requirements or excuse the Proposer from full compliance with such, and the State may hold any resulting Contractor to strict compliance with this RFP.

4.4. Assignment & Subcontracting

4.4.1. The Contractor may not subcontract, transfer, or assign any portion of the Contract awarded as a result of this RFP without prior approval of the State. The State reserves the right to refuse approval, at its sole discretion, of any subcontract, transfer, or assignment.

4.4.2. If a Proposer intends to use subcontractors, the proposal in response to this RFP must specifically identify the scope and portions of the work each subcontractor will perform (refer to RFP Attachment 6.2., Section B, General Qualifications & Experience Item B.14.).

4.4.3. Subcontractors identified within a proposal in response to this RFP will be deemed as approved by the State unless the State expressly disapproves one or more of the proposed subcontractors prior to signing the Contract.

4.4.4. The Contractor resulting from this RFP may only substitute another subcontractor for a proposed subcontractor at the discretion of the State and with the State's prior, written approval.

4.4.5. Notwithstanding any State approval relating to subcontracts, the Contractor resulting from this RFP will be the prime contractor and will be responsible for all work under the Contract.

4.5. Right to Refuse Personnel

The State reserves the right to refuse, at its sole discretion and notwithstanding any prior approval, any personnel of the prime contractor or a subcontractor providing service in the performance of a contract resulting from this RFP. The State will document in writing the reason(s) for any rejection of personnel.

4.6. Insurance

At any time, the State may require the Contractor resulting from this RFP to provide a valid, Certificate of Insurance indicating current insurance coverage meeting minimum requirements as may be specified by this RFP. A failure to provide said documentation will be considered a material breach and grounds for contract termination.

4.7. Licensure

4.7.1. All persons, agencies, firms, or other entities that provide legal or financial opinions, which a Proposer provides for consideration and evaluation by the State as a part of a proposal in response to this RFP, shall be properly licensed to render such opinions.

4.7.2. Before the Contract resulting from this RFP is signed, the apparent successful Proposer (and Proposer employees and subcontractors, as applicable) must hold all necessary, appropriate business and professional licenses to provide service as required. The State may require any Proposer to submit evidence of proper licensure.

4.8. Disclosure of Proposal Contents

4.8.1. Each proposal and all materials submitted to the State in response to this RFP become the property of the State of Tennessee. Selection or rejection of a proposal does not affect this right. By submitting a proposal, a Proposer acknowledges and accepts that the full proposal contents and associated documents will become open to public inspection in accordance with the laws of the State of Tennessee.

4.8.2. The State will hold all proposal information, including both technical and cost information, in confidence during the evaluation process. Notwithstanding the foregoing, a list of actual Proposers submitting timely proposals may be available to the public, upon request, after technical proposals are opened.

4.8.3. Upon completion of proposal evaluations, indicated by public release of an Evaluation Notice, the proposals and associated materials will be open for review by the public in accordance with *Tennessee Code Annotated*, Section 10-7-504(a)(7).

4.9. Contract Approval and Contract Payments

4.9.1. This RFP and its contractor selection processes do not obligate the State and do not create rights, interests, or claims of entitlement in either the Proposer with the apparent best-evaluated proposal or any other Proposer. State obligations pursuant to a contract award shall commence only after the contract is signed by the State agency head and the Contractor and after the Contract is approved by all other state officials as required by applicable laws and regulations.

4.9.2. No payment will be obligated or made until the relevant Contract is approved as required by applicable statutes and rules of the State of Tennessee.

4.9.2.1. The State shall not be liable for payment of any type associated with the Contract resulting from this RFP (or any amendment thereof) or responsible for any work done by the Contractor, even work done in good faith and even if the Contractor is or ally directed to proceed with the delivery of services, if it occurs before the Contract start date or after the Contract end date.

4.9.2.2. All payments relating to this procurement will be made in accordance with the Payment Terms and Conditions of the Contract resulting from this RFP (refer to RFP Attachment 6.6., *Pro Forma* Contract, Section C).

4.9.2.3. If any provision of the Contract provides direct funding or reimbursement for the competitive purchase of services or items to be delivered to the State as a component of contract performance or otherwise provides for the reimbursement of specified, actual costs, the State will employ all reasonable means and will require all such documentation that it deems necessary to ensure that such purchases were competitive and costs were reasonable, necessary, and actual. The Contractor shall provide reasonable assistance and access related to such review. Further, the State shall not remit, as funding or reimbursement pursuant to such provisions, any amount(s) which it determines did not result from a reasonably competitive purchase or do not represent reasonable, necessary, and actual costs.

4.10. **Contractor Performance**

The Contractor resulting from this RFP will be responsible for the completion of all service set out in this RFP (including attachments) as may be amended. All service is subject to inspection and evaluation by the State. The State will employ all reasonable means to ensure that service is progressing and being performed in compliance with the Contract, and the Contractor must cooperate with such efforts.

4.11. **Contract Amendment**

During the course of a Contract pursuant to this RFP, the State may request the Contractor to perform additional work within the general scope of the Contract and this RFP, but beyond the specified scope of service, and for which the Contractor may be compensated. In such instances, the State will provide the Contractor a written description of the additional work. The Contractor must respond to the State with a time schedule for accomplishing the additional work and a price for the additional work based on the rates included in the Contractor's proposal to this RFP. If the State and the Contractor reach an agreement regarding the work and associated compensation, such agreement must be effected by means of a Contract Amendment. Further, any such amendment requiring additional work must be signed by both the State agency head and the Contractor and must be approved by other state officials as required by applicable statutes and rules of the State of Tennessee. The Contractor must not commence additional work until the State has issued a written Contract Amendment with all required approvals.

4.12. **Severability**

If any provision of this RFP is declared by a court to be illegal or in conflict with any law, said decision will not affect the validity of the remaining RFP terms and provisions, and the rights and obligations of the State and Proposers will be construed and enforced as if the RFP did not contain the particular provision held to be invalid.

5. PROPOSAL EVALUATION & CONTRACT AWARD

5.1. Evaluation Categories & Maximum Points

The State will consider qualifications, experience, technical approach, and cost in the evaluation of proposals and award points in each of the categories detailed below (up to the maximum evaluation points indicated) to each apparently responsive proposal.

EVALUATION CATEGORY	MAXIMUM POINTS POSSIBLE
General Qualifications & Experience (refer to RFP Attachment 6.2., Section B)	20
Technical Qualifications, Experience & Approach (refer to RFP Attachment 6.2., Section C)	50
Cost Proposal (refer to RFP Attachment 6.3.)	30

5.2. Evaluation Process

The proposal evaluation process is designed to award the contract resulting from this RFP not necessarily to the Proposer offering the lowest cost, but rather to the responsive and responsible Proposer offering the best combination of attributes based upon the evaluation criteria. ("Responsive Proposer" is defined as a Proposer that has submitted a proposal that conforms in all material respects to the RFP. "Responsible Proposer" is defined as a Proposer that has the capacity in all respects to perform fully the contract requirements, and the integrity and reliability which will assure good faith performance.)

5.2.1. **Technical Proposal Evaluation.** The RFP Coordinator and the Proposal Evaluation Team (consisting of three or more State employees) will use the RFP Attachment 6.2., Technical Proposal & Evaluation Guide to manage the Technical Proposal Evaluation and maintain evaluation records.

5.2.1.1. The State reserves the right, at its sole discretion, to request Proposer clarification of a Technical Proposal or to conduct clarification discussions with any or all Proposers. Any such clarification or discussion will be limited to specific sections of the proposal identified by the State. The subject Proposer must put any resulting clarification in writing as may be required and in accordance with any deadline imposed by the State.

5.2.1.2. The RFP Coordinator will review each Technical Proposal to determine compliance with RFP Attachment 6.2., Technical Proposal & Evaluation Guide, Section A—Mandatory Requirements. If the RFP Coordinator determines that a proposal may have failed to meet one or more of the mandatory requirements, the Proposal Evaluation Team will review the proposal and document the team's determination of whether:

- a. the proposal adequately meets requirements for further evaluation;
- b. the State will request clarifications or corrections for consideration prior to further evaluation; or,
- c. the State will determine the proposal non-responsive to the RFP and reject it.

5.2.1.3. Proposal Evaluation Team members will independently evaluate each Technical Proposal (that appears responsive to the RFP) against the evaluation criteria in this RFP, rather than against other proposals and will score each in accordance with the RFP Attachment 6.2., Technical Proposal & Evaluation Guide, Section B and Section C.

- 5.2.1.4. For each proposal evaluated, the RFP Coordinator will calculate the average of the Proposal Evaluation Team member scores for RFP Attachment 6.2., Technical Proposal & Evaluation Guide, Section B and for Section C, and record each average as the proposal score for the respective Technical Proposal section.
- 5.2.1.5. Before Cost Proposals are opened, the Proposal Evaluation Team will review the Technical Proposal Evaluation record and any other available information pertinent to whether or not each Proposer is responsive and responsible. If the Proposal Evaluation Team identifies any Proposer that appears not to meet the responsive and responsible thresholds such that the team would not recommend the Proposer for Cost Proposal Evaluation and potential contract award, the team members will fully document the determination.
- 5.2.2. **Cost Proposal Evaluation.** The RFP Coordinator will open for evaluation the Cost Proposal of each apparently responsive and responsible Proposer that the Proposal Evaluation Team has effectively recommended for potential contract award and will calculate and record each Cost Proposal score in accordance with the RFP Attachment 6.3., Cost Proposal & Scoring Guide.
- 5.2.3. **Total Proposal Score.** The RFP Coordinator will calculate the sum of the Technical Proposal section scores and the Cost Proposal score and record the resulting number as the total score for the subject Proposal (refer to RFP Attachment 6.5., Proposal Score Summary Matrix).

5.3. Contract Award Process

- 5.3.1 The RFP Coordinator will submit the Proposal Evaluation Team determinations and proposal scores to the head of the contracting agency for consideration along with any other relevant information that might be available and pertinent to contract award.
- 5.3.2. The contracting agency head will determine the apparent best-evaluated proposal. (To effect a contract award to a Proposer other than the one receiving the highest evaluation process score, the head of the contracting agency must provide written justification and obtain the written approval of the Commissioner of Finance and Administration and the Comptroller of the Treasury.)
- 5.3.3. The State reserves the right to make an award without further discussion of any proposal.
- 5.3.4. The State will issue an Evaluation Notice identifying the apparent best-evaluated proposal and make the RFP files available for public inspection at the time and dates specified in the RFP Section 2, Schedule of Events.

NOTICE: The Evaluation Notice shall not create rights, interests, or claims of entitlement in either the Proposer with apparent best-evaluated proposal or any other Proposer.

- 5.3.5. The Proposer identified as offering the apparent best-evaluated proposal must sign a contract drawn by the State pursuant to this RFP. The contract shall be substantially the same as the RFP Attachment 6.6., *Pro Forma* Contract. The Proposer must sign said contract no later than the Contract Signature by Contractor Deadline detailed in the RFP Section 2, Schedule of Events. If the Proposer fails to provide the signed contract by the deadline, the State may determine that the Proposer is non-responsive to this RFP and reject the proposal.
- 5.3.6. Notwithstanding the foregoing, the State may, at its sole discretion, entertain limited negotiation prior to contract signing and, as a result, revise the *pro forma* contract terms and conditions or performance requirements in the State's best interests, PROVIDED THAT such revision of terms and conditions or performance requirements shall NOT materially affect the basis of proposal evaluations or negatively impact the competitive nature of the RFP and contractor selection process.

5.3.7. If the State determines that a proposal is non-responsive and rejects it after opening Cost Proposals, the RFP Coordinator will re-calculate scores for each remaining responsive Cost Proposal to determine (or re-determine) the apparent best-evaluated proposal.

RFP ATTACHMENT 6.1.**RFP # 32107.00211 PROPOSAL STATEMENT OF CERTIFICATIONS AND ASSURANCES**

The Proposer must sign and complete the Proposal Statement of Certifications and Assurances below as required, and it must be included in the Technical Proposal (as required by RFP Attachment 6.2., Technical Proposal & Evaluation Guide, Section A, Item A.1.).

The Proposer does, hereby, expressly affirm, declare, confirm, certify, and assure ALL of the following:

1. The Proposer will comply with all of the provisions and requirements of the RFP.
2. The Proposer will provide all services as defined in the Scope of Services of the RFP Attachment 6.6., *Pro Forma Contract* for the total contract period.
3. The Proposer accepts and agrees to all terms and conditions set out in the RFP Attachment 6.6., *Pro Forma Contract*.
4. The Proposer acknowledges and agrees that a contract resulting from the RFP shall incorporate, by reference, all proposal responses as a part of the contract.
5. The Proposer will comply with:
 - (a) the laws of the State of Tennessee;
 - (b) Title VI of the federal Civil Rights Act of 1964;
 - (c) Title IX of the federal Education Amendments Act of 1972;
 - (d) the Equal Employment Opportunity Act and the regulations issued there under by the federal government; and,
 - (e) the Americans with Disabilities Act of 1990 and the regulations issued there under by the federal government.
6. To the knowledge of the undersigned, the information detailed within the proposal submitted in response to the RFP is accurate.
7. The proposal submitted in response to the RFP was independently prepared, without collusion, under penalty of perjury.
8. No amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Proposer in connection with the RFP or any resulting contract.
9. Both the Technical Proposal and the Cost Proposal submitted in response to the RFP shall remain valid for at least 120 days subsequent to the date of the Cost Proposal opening and thereafter in accordance with any contract pursuant to the RFP.

By signing this Proposal Statement of Certifications and Assurances, below, the signatory also certifies legal authority to bind the proposing entity to the provisions of this RFP and any contract awarded pursuant to it. If the signatory is not the Proposer (if an individual) or the Proposer's company *President* or *Chief Executive Officer*, this document must attach evidence showing the individual's authority to bind the proposing entity.

DO NOT SIGN THIS DOCUMENT IF YOU ARE NOT LEGALLY AUTHORIZED TO BIND THE PROPOSING ENTITY

SIGNATURE:

PRINTED NAME & TITLE:

DATE:

PROPOSER LEGAL ENTITY NAME:

PROPOSER FEDERAL EMPLOYER IDENTIFICATION NUMBER (or SSN):

RFP ATTACHMENT 6.2. — Section A**TECHNICAL PROPOSAL & EVALUATION GUIDE**

SECTION A: MANDATORY REQUIREMENTS. The Proposer must address all items detailed below and provide, in sequence, the information and documentation as required (referenced with the associated item references). The Proposer must also detail the proposal page number for each item in the appropriate space below.

The RFP Coordinator will review the proposal to determine if the Mandatory Requirement Items are addressed as required and mark each with pass or fail. For each item that is not addressed as required, the Proposal Evaluation Team must review the proposal and attach a written determination. In addition to the Mandatory Requirement Items, the RFP Coordinator will review each proposal for compliance with all RFP requirements.

PROPOSER LEGAL ENTITY NAME:			
Proposal Page # (Proposer completes)	Item Ref.	Section A— Mandatory Requirement Items	Pass/Fail
		The Proposal must be delivered to the State no later than the Proposal Deadline specified in the RFP Section 2, Schedule of Events.	
		The Technical Proposal and the Cost Proposal documentation must be packaged separately as required (refer to RFP Section 3.2., <i>et. seq.</i>).	
		The Technical Proposal must NOT contain cost or pricing information of any type.	
		The Technical Proposal must NOT contain any restrictions of the rights of the State or other qualification of the proposal.	
		A Proposer must NOT submit alternate proposals.	
		A Proposer must NOT submit multiple proposals in different forms (as a prime and a sub-contractor).	
	A.1.	Provide the Proposal Statement of Certifications and Assurances (RFP Attachment 6.1.) completed and signed by an individual empowered to bind the Proposer to the provisions of this RFP and any resulting contract. The document must be signed without exception or qualification.	
	A.2.	Provide a statement, based upon reasonable inquiry, of whether the Proposer or any individual who shall perform work under the contract has a possible conflict of interest (<i>e.g.</i> , employment by the State of Tennessee) and, if so, the nature of that conflict. NOTE: Any questions of conflict of interest shall be solely within the discretion of the State, and the State reserves the right to cancel any award.	
	A.3.	Provide a current bank reference indicating that the Proposer's business relationship with the financial institution is in positive standing. Such reference must be written in the form of a standard business letter, signed, and dated within the past three (3) months.	

RFP ATTACHMENT 6.2. — SECTION A (continued)

	A.4.	Provide two current positive credit references from vendors with which the Proposer has done business written in the form of standard business letters, signed, and dated within the past three (3) months.	
	A.5.	Provide written confirmation that the Proposer has at least one current state government client for which Proposer provides implementation and support services specifically for ARCHIBUS software.	
	A.6.	Provide an official document or letter from ARCHIBUS, Inc. indicating the Proposer's status as an authorized reseller of the ARCHIBUS software, as well as authorized for implementation and support services. Such document or letter must specifically address ARCHIBUS software implementation, and support services, and must be signed and dated within the past three (3) months.	
	A.7.	Provide written confirmation that the Proposer understands and agrees to comply with the State's Technology Architecture requirements as detailed in: the <i>State of Tennessee Enterprise Architecture</i> ; RFP Attachment 6.6, <i>Pro Forma Contract Attachment B</i> ; and RFP Attachments 6.7 and 6.8.	
<i>State Use – RFP Coordinator Signature, Printed Name & Date:</i>			

RFP ATTACHMENT 6.2. — SECTION B

TECHNICAL PROPOSAL & EVALUATION GUIDE

SECTION B: GENERAL QUALIFICATIONS & EXPERIENCE. The Proposer must address all items detailed below and provide, in sequence, the information and documentation as required (referenced with the associated item references). The Proposer must also detail the proposal page number for each item in the appropriate space below. Proposal Evaluation Team members will independently evaluate and assign one score for all responses to Section B— General Qualifications & Experience Items.

PROPOSER LEGAL ENTITY NAME:		
Proposal Page # (Proposer completes)	Item Ref.	Section B— General Qualifications & Experience Items
	B.1.	Detail the name, e-mail address, mailing address, telephone number, and facsimile number of the person the State should contact regarding the proposal.
	B.2.	Describe the Proposer's form of business (<i>i.e.</i> , individual, sole proprietor, corporation, non-profit corporation, partnership, limited liability company) and business location (physical location or domicile).
	B.3.	Detail the number of years the Proposer has been in business.
	B.4.	Briefly describe how long the Proposer has been performing the services required by this RFP.
	B.5.	Describe the Proposer's number of employees, client base, and location of offices.
	B.6.	Provide a statement of whether there have been any mergers, acquisitions, or sales of the Proposer within the last ten (10) years. If so, include an explanation providing relevant details.
	B.7.	Provide a statement of whether the Proposer or, to the Proposer's knowledge, any of the Proposer's employees, agents, independent contractors, or subcontractors, proposed to provide work on a contract pursuant to this RFP, have been convicted of, pled guilty to, or pled <i>nolo contendere</i> to any felony. If so, include an explanation providing relevant details.
	B.8.	Provide a statement of whether, in the last ten (10) years, the Proposer has filed (or had filed against it) any bankruptcy or insolvency proceeding, whether voluntary or involuntary, or undergone the appointment of a receiver, trustee, or assignee for the benefit of creditors. If so, include an explanation providing relevant details.
	B.9.	Provide a statement of whether there is any material, pending litigation against the Proposer that the Proposer should reasonably believe could adversely affect its ability to meet contract requirements pursuant to this RFP or is likely to have a material adverse effect on the Proposer's financial condition. If such exists, list each separately, explain the relevant details, and attach the opinion of counsel addressing whether and to what extent it would impair the Proposer's performance in a contract pursuant to this RFP. NOTE: All persons, agencies, firms, or other entities that provide legal opinions regarding the Proposer must be properly licensed to render such opinions. The State may require the Proposer to submit proof of such licensure detailing the state of licensure and licensure number for each person or entity that renders such opinions.

RFP ATTACHMENT 6.2. — SECTION B (continued)

	B.10.	<p>Provide a statement of whether there are any pending or in progress Securities Exchange Commission investigations involving the Proposer. If such exists, list each separately, explain the relevant details, and attach the opinion of counsel addressing whether and to what extent it will impair the Proposer's performance in a contract pursuant to this RFP.</p> <p>NOTE: All persons, agencies, firms, or other entities that provide legal opinions regarding the Proposer must be properly licensed to render such opinions. The State may require the Proposer to submit proof of such licensure detailing the state of licensure and licensure number for each person or entity that renders such opinions.</p>
	B.11.	<p>Provide a brief, descriptive statement detailing evidence of the Proposer's ability to deliver the services sought under this RFP (e.g., prior experience, training, certifications, resources, program and quality management systems, etc.).</p>
	B.12.	<p>Provide a narrative description of the proposed project team, its members, and organizational structure along with an organizational chart identifying the key people who will be assigned to accomplish the work required by this RFP, illustrating the lines of authority, and designating the individual responsible for the completion of each service component and deliverable of the RFP.</p>
	B.13.	<p>Provide a personnel roster listing the names of key people who the Proposer will assign to perform duties or services required by this RFP along with the estimated number of hours that each individual will devote to that performance. Follow the personnel roster with a resume for each of the people listed. The resumes must detail the individual's title, education, current position with the Proposer, and employment history.</p>
	B.14.	<p>Provide a statement of whether the Proposer intends to use subcontractors to accomplish the work required by this RFP, and if so, detail:</p> <ul style="list-style-type: none"> (a) the names of the subcontractors along with the contact person, mailing address, telephone number, and e-mail address for each; (b) a description of the scope and portions of the work each subcontractor will perform; <u>and</u> (c) a statement specifying that each proposed subcontractor has expressly assented to being proposed as a subcontractor in the Proposer's response to this RFP.
	B.15.	<p>Provide documentation of the Proposer's commitment to diversity as represented by its business strategy, business relationships, and workforce— this documentation should detail <u>all</u> of the following:</p> <ul style="list-style-type: none"> (a) a description of the Proposer's existing programs and procedures designed to encourage and foster commerce with business enterprises owned by minorities, women, persons with a handicap or disability and small business enterprises; (b) a listing of the Proposer's current contracts with business enterprises owned by minorities, women, persons with a handicap or disability and small business enterprises, including the following information: <ul style="list-style-type: none"> (i) contract description and total value (ii) contractor name and ownership characteristics (i.e., ethnicity, sex, disability) (iii) contractor contact and telephone number; (c) an estimate of the level of participation by business enterprises owned by minorities, women, persons with a handicap or disability and small business enterprises in a contract awarded to the Proposer pursuant to this RFP, including the following information: <ul style="list-style-type: none"> (i) participation estimate (expressed as a percent of the total contract value that will be dedicated to business with subcontractors and supply contractors having such ownership characteristics — PERCENTAGES ONLY — DO NOT INCLUDE DOLLAR AMOUNTS) (ii) descriptions of anticipated contracts (iii) names and ownership characteristics (i.e., ethnicity, sex, disability) of anticipated subcontractors and supply contractors anticipated; and (d) the percent of the Proposer's total current employees by ethnicity, sex, and handicap or disability. <p>NOTE: Proposers that demonstrate a commitment to diversity will advance State efforts to expand opportunity to do business with the State as contractors and sub-contractors. Proposal evaluations will recognize the positive qualifications and experience of a Proposer that does business with enterprises owned by minorities, women, persons with a handicap or disability and small business enterprises and that offers a diverse workforce to meet service needs.</p>

RFP ATTACHMENT 6.2. — SECTION B (continued)

	B.16.	<p>Provide a statement of whether or not the Proposer has any current contracts with the State of Tennessee or has completed any contracts with the State of Tennessee within the previous 5-year period. If so, provide the following information for all of the current and completed contracts:</p> <ul style="list-style-type: none"> (a) the name, title, telephone number and e-mail address of the State contact knowledgeable about the contract; (b) the procuring State agency name; (c) a brief description of the contract's scope of services; (d) the contract term; and (e) the contract number. <p>NOTES:</p> <ul style="list-style-type: none"> ▪ Current or prior contracts with the State are <u>not</u> a prerequisite and are <u>not</u> required for the maximum evaluation score, and the existence of such contracts with the State will <u>not</u> automatically result in the addition or deduction of evaluation points. ▪ Each evaluator will generally consider the results of inquiries by the State regarding all contracts noted.
	B.17.	<p>Provide a total of five (5) customer references from individuals (who are <u>not</u> current or former officials or staff of the State of Tennessee) for projects similar to the services sought under this RFP and which represent at least:</p> <ul style="list-style-type: none"> ▪ one (1) state government utilizing the Proposer for ARCHIBUS installation and/or support; ▪ three (3) completed projects; and ▪ one (1) current project. <p>All references must be provided in the form of standard reference questionnaires that have been fully completed by the individual providing the reference as required. The standard reference questionnaire, which <u>must</u> be used and completed as required, is detailed at RFP Attachment 6.4. References that are not completed as required will be considered non-responsive and will not be considered.</p> <p>The Proposer will be <u>solely</u> responsible for obtaining the fully completed reference questionnaires, and for including them within the Proposer's sealed Technical Proposal. In order to obtain and submit the completed reference questionnaires, as required, follow the process detailed below.</p> <ul style="list-style-type: none"> (a) "Customize" the standard reference questionnaire at RFP Attachment 6.4. by adding the subject Proposer's name, and make exact duplicates for completion by references. (b) Send the customized reference questionnaires to each individual chosen to provide a reference along with a new standard #10 envelope. (c) Instruct the person that will provide a reference for the Proposer to: <ul style="list-style-type: none"> (i) complete the reference questionnaire (on the form provided or prepared, completed, and printed using an exact duplicate of the document); (ii) sign <u>and</u> date the completed, reference questionnaire; (iii) seal the completed, signed, and dated, reference questionnaire within the envelope provided; (iv) sign his or her name in ink across the sealed portion of the envelope; and (v) return the sealed envelope containing the completed reference questionnaire directly to the Proposer (the Proposer may wish to give each reference a deadline, such that the Proposer will be able to collect all required references in time to include them within the sealed Technical Proposal). (d) <u>Do NOT</u> open the sealed references upon receipt. (e) Enclose all <u>sealed</u> reference envelopes within a larger, labeled envelope for inclusion in the Technical Proposal as required. <p>NOTES:</p> <ul style="list-style-type: none"> ▪ The State will not accept late references or references submitted by any means other than that which is described above, and each reference questionnaire submitted must be completed as required. ▪ The State will not review more than the number of required references indicated above. ▪ While the State will base its reference check on the contents of the sealed reference envelopes included in the Technical Proposal package, the State reserves the right to confirm and clarify information detailed in the completed reference questionnaires, and may consider clarification responses in the evaluation of references. ▪ The State is under <u>no</u> obligation to clarify any reference information.
	B.18.	<p>Provide a narrative of Proposer's experience providing ARCHIBUS installation and support services to state government clients. Include a description of the:</p>

RFP ATTACHMENT 6.2. — SECTION B (continued)

		<ul style="list-style-type: none">▪ Scope of services, related to ARCHIBUS software, provided to each applicable state government client▪ How many years such services have been provided to each applicable government client.
SCORE (for <u>all</u> Section B—Qualifications & Experience Items above): <i>(maximum possible score = 20)</i>		
<i>State Use – Evaluator Identification:</i>		

RFP ATTACHMENT 6.2. — SECTION C

TECHNICAL PROPOSAL & EVALUATION GUIDE

SECTION C: TECHNICAL QUALIFICATIONS, EXPERIENCE & APPROACH. The Proposer must address all items (below) and provide, in sequence, the information and documentation as required (referenced with the associated item references). The Proposer must also detail the proposal page number for each item in the appropriate space below.

A Proposal Evaluation Team, made up of three or more State employees, will independently evaluate and score the proposal's response to each item. Each evaluator will use the following whole number, raw point scale for scoring each item:

0 = little value 1 = poor 2 = fair 3 = satisfactory 4 = good 5 = excellent

The RFP Coordinator will multiply the Item Score by the associated Evaluation Factor (indicating the relative emphasis of the item in the overall evaluation). The resulting product will be the item's raw, weighted score for purposes of calculating the section score as indicated.

PROPOSER LEGAL ENTITY NAME:					
Proposal Page # (Proposer completes)	Item Ref.	Section C— Technical Qualifications, Experience & Approach Items	Item Score	Evaluation Factor	Raw Weighted Score
	C.1.	Provide a narrative that illustrates the Proposer's understanding of the State's requirements and project schedule.		6	
	C.2.	Provide a narrative that illustrates how the Proposer will complete the scope of services, accomplish required objectives, and meet the State's project schedule.		6	
	C.3.	Provide a narrative that illustrates how the Proposer will manage the project, ensure completion of the scope of services, and accomplish required objectives within the State's project schedule.		6	
	C.4.	Provide a narrative that illustrates the Proposer's understanding of the State's requirements related to the technical environment in which the application operates. Include a statement that indicates the Proposer's ability to fulfill the scope of this contract while working within the requirements related to the technical environment in which the application operates. Refer to <i>pro forma</i> contract Section A.2.a.		4	
	C.5.	Provide a narrative that illustrates the Proposer's understanding of the State's requirements related to the target technical environment to which the State intends to migrate. Include a statement that indicates the Proposer's ability to fulfill the scope of this contract while working within the requirements related to the target technical environment. Refer to <i>pro forma</i> contract Section A.2.b.		6	

RFP ATTACHMENT 6.2. — SECTION C (continued)

	<p>C.6. Provide a narrative that illustrates the Proposer's understanding of the State's requirements related to the Edison Data Exchange. Include a statement that indicates the Proposer's ability to fulfill the scope of this contract while working within the requirements related to the Edison Data Exchange. Refer to <i>pro forma</i> contract Section A.3 and RFP Attachment 6.9.</p>		6	
	<p>C.7. Provide a narrative that illustrates the Proposer's ability to meet the State's requirements related to the Edison Data Exchange. Refer to <i>pro forma</i> contract Section A.3.</p> <ul style="list-style-type: none"> o Include a description of the Proposer's past experience in implementing and supporting data exchanges between ARCHIBUS and [REDACTED], the number of clients for whom data exchanges between ARCHIBUS and [REDACTED] has been implemented and supported, and the Proposer's plans over the next five years related to the provision of implementation and support services for data exchanges between ARCHIBUS and [REDACTED] o Include a description of the technical environment in which the applications operated, the version of ARCHIBUS and [REDACTED] involved, and the date and the outcome of the effort. 		6	
	<p>C.8. Provide a narrative that illustrates the Proposer's understanding of the State's requirements related to ARCHIBUS Software Licensing and Upgrades. Include a statement that indicates the Proposer's ability to fulfill the State's requirements related to ARCHIBUS Software Licensing and Upgrades. Also include a statement that indicates the Proposer's plans over the next five years related to the Proposer's ability to continue to fulfill the State's requirements related to ARCHIBUS Software Licensing and Upgrades. Refer to <i>pro forma</i> contract Section A.6.</p>		1	
	<p>C.9. Provide a narrative that illustrates the Proposer's understanding of the State's requirements related to ARCHIBUS Technical Support. Refer to <i>pro forma</i> contract Section A.7.</p> <ul style="list-style-type: none"> o Include a description of the Proposer's current technical support capabilities, the number of clients for whom technical support services are currently being provided and the Proposer's plans over the next five years related to the provision technical support services. o Indicate how the technical support function is staffed, and the experience level of the technical support staff. o Include a statement that indicates the Proposer's ability to fulfill the State's requirements related to ARCHIBUS Technical Support. 		6	

RFP ATTACHMENT 6.2. — SECTION C (continued)

	C.10.	<p>Provide a narrative that illustrates the Proposer's understanding of the State's requirements related to ARCHIBUS Solution Performance. Refer to <i>pro forma</i> contract Section A.8.</p> <ul style="list-style-type: none"> o Include a description of the Proposer's past experience (within the last twelve (12) months) in providing application performance evaluation and optimization services, the number of clients for whom application performance evaluation and optimization services have been provided, and the Proposer's plans over the next five years related to the provision of application performance evaluation and optimization services. o Include a description of the technical environment in which the application operated, the version of ARCHIBUS involved, and the outcome of the evaluation and optimization effort. o Include a statement that indicates the Proposer's ability to fulfill the State's requirements related to ARCHIBUS Solution Performance. 		4	
	C.11.	<p>Provide a narrative that illustrates the Proposer's understanding of the State's requirements related to ARCHIBUS training services. Refer to <i>pro forma</i> contract Section A.9.</p> <ul style="list-style-type: none"> o Include a description of the Proposer's past experience (within the last twelve (12) months) in providing ARCHIBUS training services, the number of clients for whom ARCHIBUS training services have been provided, and the Proposer's plans over the next five years related to the provision of ARCHIBUS training services. o Include a description of the training methods used (e.g. classroom, Computer-based Training (CBT), etc.) by the Proposer, the training materials developed and/or used in the training effort, and the outcome of the training effort. o Include a statement that indicates the Proposer's ability to fulfill the State's requirements related to ARCHIBUS training services. 		6	
	C.12.	<p>Provide a narrative that illustrates the Proposer's understanding of the State's requirements related to ARCHIBUS documentation preparation. Refer to <i>pro forma</i> contract Section A.9.</p> <ul style="list-style-type: none"> o Include a description of the Proposer's past experience (within the last twelve (12) months) in preparing ARCHIBUS documentation, the number of clients for whom ARCHIBUS documentation has been prepared, and the Proposer's plans over the next five years related to the provision of ARCHIBUS documentation preparation services. o Include a description of the types of documentation produced by the Proposer and the approach used by the Proposer for maintaining the documentation. o Include a statement that indicates the Proposer's ability to fulfill the State's requirements related to ARCHIBUS documentation preparation services. 		6	

RFP ATTACHMENT 6.2. — SECTION C (continued)

	C.13.	<p>Provide a narrative that illustrates the Proposer's understanding of the State's requirements related to Programming, Configuration and Customization Services. Refer to <i>pro forma</i> contract Section A.10.</p> <ul style="list-style-type: none"> o Include a description of the Proposer's past experience (within the last twelve (12) months) in providing programming, configuration and customization services, the number of clients for whom programming, configuration and customization services have been provided, and the Proposer's plans over the next five years related to the provision of programming, configuration, and customization services. o Include a description of the Proposer's current programming, configuration and customization capabilities. Indicate how the programming, configuration and customization function is staffed, and the experience level of the programming, configuration and customization staff. o Include a statement that indicates the Proposer's ability to fulfill the State's requirements related to Programming, Configuration and Customization Services. 		3	
	C.14.	<p>Provide a narrative that illustrates the Proposer's understanding of the State's requirements related to the testing and review of all programming, configuration and/or customization prior to delivery to the State, and the delivery of documentation of the testing effort performed and the testing results. Refer to <i>pro forma</i> contract Section A.10.</p> <ul style="list-style-type: none"> o Include a description of the technical environment that the Proposer will establish in order to accomplish the testing and review of all programming, configuration and/or customization. o Include a statement that indicates the Proposer's ability to fulfill the State's requirements related to testing and review of all programming, configuration and/or customization. o Include a statement that indicates the Proposer's understanding of the State's expectation that all programming, configuration and/or customization delivered to the State by the Proposer will function accurately and without error at the time of delivery to the State. o Include a statement that indicates that the Proposer understands that the State will perform testing to verify accurate and error-free functioning of each and every programming, configuration and/or customization delivered to the State. 		4	
	C.15.	<p>Provide a narrative that illustrates the Proposer's understanding of the State's requirements related to Problem Reporting and Response. Refer to <i>pro forma</i> contract Section A.11.</p> <ul style="list-style-type: none"> o Include a description of the Proposer's past experience (within the last twelve (12) months) in providing problem management services, the number of clients for whom problem management services have been provided, and the Proposer's plans over the next five years related to the provision of problem management services. o Include a description of the Proposer's current problem management capabilities. o Include a statement that indicates the Proposer's ability to fulfill the State's requirements related to Problem Reporting and Response. 		4	

RFP ATTACHMENT 6.2. — SECTION C (continued)

	C.16.	<p>Provide a narrative that illustrates the Proposer's understanding of the State's requirements related to Computer-aided Design (CAD) Services. Refer to <i>pro forma</i> contract Section A.12.</p> <ul style="list-style-type: none"> o Include a description of the Proposer's past experience (within the last twelve (12) months) in providing CAD-related services, the number of clients for whom CAD-related services have been provided, and the Proposer's plans over the next five years related to the provision of CAD-related services. o Include a description of the Proposer's current CAD-related capabilities. Indicate how the CAD-related function is staffed and the experience level of the CAD-related function staff. o Include a statement that indicates the Proposer's ability to fulfill the State's requirements related to CAD-related Services. 		4	
	C.17.	<p>Provide a narrative that illustrates the Proposer's understanding of the State's requirements related to the ARCHIBUS Statement of Work Process. Refer to <i>pro forma</i> contract Section A.13.</p> <ul style="list-style-type: none"> o Include a description of the Proposer's past experience in providing services to clients utilizing a Statement of Work process, the number of clients for whom services have been provided where the client used a Statement of Work process for requesting services of the Proposer. o Indicate the time period in which a Statement of Work process was utilized by these clients. o Include a statement that indicates the Proposer's ability to fulfill the State's requirements related to the ARCHIBUS Statement of Work Process. 		2	
	C.18.	<p>Provide a narrative that illustrates the skills and experience of the Proposer's implementation and support team. Refer to <i>pro forma</i> contract Section A.14 for required experience in each role. Experience listed should include ARCHIBUS related experience in support of state government. State government experience is very important to the project.</p> <ul style="list-style-type: none"> o Technical Support o Project Manager o System Engineer o System Programmer o Senior CAD Technician o CAD Technician o Support Role o Training o Estimating 		20	
<p>The RFP Coordinator will use this sum and the formula below to calculate the section score. All calculations will use and result in numbers rounded to two (2) places to the right of the decimal point.</p>			<p>Total Raw Weighted Score: (sum of Raw Weighted Scores above)</p>		
<p>Total Raw Weighted Score</p> <hr style="width: 50%; margin: 0 auto;"/> <p>Maximum Possible Raw Weighted Score (i.e., 5 x the sum of item weights above)</p>			<p>X 50 (maximum possible score)</p>		<p>= SCORE:</p>
<p>State Use – Evaluator Identification:</p>					

RFP ATTACHMENT 6.2. — SECTION C (continued)

State Use – RFP Coordinator Signature, Printed Name & Date:

RFP ATTACHMENT 6.3.**COST PROPOSAL & SCORING GUIDE**

NOTICE: THIS COST PROPOSAL MUST BE COMPLETED EXACTLY AS REQUIRED

COST PROPOSAL SCHEDULE— The Cost Proposal, detailed below, shall indicate the proposed price for the entire scope of service including all services defined in the Scope of Services of the RFP Attachment 6.6., *Pro Forma* Contract and for the entire contract period as detailed. The Cost Proposal shall remain valid for at least 120 days subsequent to the date of the Cost Proposal opening and thereafter in accordance with any contract resulting from this RFP. All monetary amounts shall be in U.S. currency and limited to two (2) places to the right of the decimal point.

The Proposer must use an Excel 97-03 spreadsheet version of the Cost Proposal & Scoring Guide to submit the Cost Proposal. A blank copy of this spreadsheet can be downloaded from the following website: <http://www.state.tn.us/finance/rds/ocr/rfp.html>.

After completing the Excel spreadsheet, the Proposer should print off a paper copy of the spreadsheet to fulfill the requirement to submit both a paper and a digital copy of the Cost Proposal & Scoring Guide. The paper and digital copies should be identical. With regard to packaging and submitting the Cost Proposal, the Proposer must follow all directions given in RFP Sections 3.2.2.2. and 3.2.3.2.

NOTICE: The Evaluation Factor associated with each cost item is for evaluation purposes only. The evaluation factors do NOT and should NOT be construed as any type of volume guarantee or minimum purchase quantity. The evaluation factors shall NOT create rights, interests, or claims of entitlement in the Proposer. Proposed costs should not include a factor for recovering expenses for travel, as travel costs will be separately reimbursed as described in RFP Attachment 6.6., *Pro Forma* Contract, Section C.4.

Notwithstanding the cost items herein, pursuant to the second paragraph of the pro forma contract section C.1. (refer to RFP Attachment 6.6.), "The State is under no obligation to request work from the Contractor in any specific dollar amounts or to request any work at all from the Contractor during any period of this Contract."

This Cost Proposal must be signed, in the space below, by an individual empowered to bind the proposing entity to the provisions of this RFP and any contract awarded pursuant to it. If said individual is not the *President* or *Chief Executive Officer*, this document must attach evidence showing the individual's authority to legally bind the proposing entity.

PROPOSER SIGNATURE:	
PRINTED NAME & TITLE:	
DATE:	
PROPOSER LEGAL ENTITY NAME:	

ARCHIBUS Enterprise Software Licensing								
As described in RFP Attachment 6.6., <i>Pro Forma</i> Contract, Section C.3.b(1), the Contractor will be compensated for ARCHIBUS software modules and ACP's on a per license basis. This is a one-time fee, to be invoiced at the time the license is issued. Also reference RFP Attachment 6.6., <i>Pro Forma</i> Contract, Section A.6.								
Cost Item Description	Proposed Cost					State Use ONLY		
	April 2, 2012 – April 1, 2013	April 2, 2013 – April 1, 2014	April 2, 2014 – April 1, 2015	April 2, 2015 – April 1, 2016	April 2, 2016 – April 1, 2017	Sum	Evaluation Factor	Evaluation Cost (sum x factor)
Real Estate Portfolio Management								
Portfolio Management – Web Central PER LICENSE	\$ / LICENSE	\$ / LICENSE	\$ / LICENSE	\$ / LICENSE	\$ / LICENSE		1	
Portfolio Management – Run Anywhere PER LICENSE	\$ / LICENSE	\$ / LICENSE	\$ / LICENSE	\$ / LICENSE	\$ / LICENSE		1	
Lease Administration – Web Central PER LICENSE	\$ / LICENSE	\$ / LICENSE	\$ / LICENSE	\$ / LICENSE	\$ / LICENSE		1	
Lease Administration – Run Anywhere PER LICENSE	\$ / LICENSE	\$ / LICENSE	\$ / LICENSE	\$ / LICENSE	\$ / LICENSE		1	
Cost Administration – Web Central PER LICENSE	\$ / LICENSE	\$ / LICENSE	\$ / LICENSE	\$ / LICENSE	\$ / LICENSE		1	
Cost Administration – Run Anywhere PER LICENSE	\$ / LICENSE	\$ / LICENSE	\$ / LICENSE	\$ / LICENSE	\$ / LICENSE		1	
Cost Chargeback & Invoicing – Web Central PER LICENSE	\$ / LICENSE	\$ / LICENSE	\$ / LICENSE	\$ / LICENSE	\$ / LICENSE		1	
Cost Chargeback & Invoicing – Run Anywhere PER LICENSE	\$ / LICENSE	\$ / LICENSE	\$ / LICENSE	\$ / LICENSE	\$ / LICENSE		1	
Portfolio Forecasting – Web Central PER LICENSE	\$ / LICENSE	\$ / LICENSE	\$ / LICENSE	\$ / LICENSE	\$ / LICENSE		1	

Cost Item Description	Proposed Cost					State Use ONLY		
	April 2, 2012 – April 1, 2013	April 2, 2013 – April 1, 2014	April 2, 2014 – April 1, 2015	April 2, 2015 – April 1, 2016	April 2, 2016 – April 1, 2017	Sum	Evaluation Factor	Evaluation Cost (sum x factor)
Portfolio Forecasting – Run Anywhere PER LICENSE	\$ / LICENSE	\$ / LICENSE	\$ / LICENSE	\$ / LICENSE	\$ / LICENSE		1	
Real Property & Lease Management – Windows PER LICENSE	\$ / LICENSE	\$ / LICENSE	\$ / LICENSE	\$ / LICENSE	\$ / LICENSE		1	
Capital Project Management								
Capital Budgeting – Web Central PER LICENSE	\$ / LICENSE	\$ / LICENSE	\$ / LICENSE	\$ / LICENSE	\$ / LICENSE		1	
Capital Budgeting – Run Anywhere PER LICENSE	\$ / LICENSE	\$ / LICENSE	\$ / LICENSE	\$ / LICENSE	\$ / LICENSE		1	
Project Management – Web Central PER LICENSE	\$ / LICENSE	\$ / LICENSE	\$ / LICENSE	\$ / LICENSE	\$ / LICENSE		1	
Project Management – Run Anywhere PER LICENSE	\$ / LICENSE	\$ / LICENSE	\$ / LICENSE	\$ / LICENSE	\$ / LICENSE		1	
Condition Assessment – Web Central PER LICENSE	\$ / LICENSE	\$ / LICENSE	\$ / LICENSE	\$ / LICENSE	\$ / LICENSE		1	
Condition Assessment – Run Anywhere PER LICENSE	\$ / LICENSE	\$ / LICENSE	\$ / LICENSE	\$ / LICENSE	\$ / LICENSE		1	
Condition Assessment – Windows PER LICENSE	\$ / LICENSE	\$ / LICENSE	\$ / LICENSE	\$ / LICENSE	\$ / LICENSE		1	
Space Planning and Management								
Space Inventory and Performance – Web Central PER LICENSE	\$ / LICENSE	\$ / LICENSE	\$ / LICENSE	\$ / LICENSE	\$ / LICENSE		1	
Space Inventory and Performance – Run Anywhere PER LICENSE	\$ / LICENSE	\$ / LICENSE	\$ / LICENSE	\$ / LICENSE	\$ / LICENSE		1	

Cost Item Description	Proposed Cost					State Use ONLY		
	April 2, 2012 – April 1, 2013	April 2, 2013 – April 1, 2014	April 2, 2014 – April 1, 2015	April 2, 2015 – April 1, 2016	April 2, 2016 – April 1, 2017	Sum	Evaluation Factor	Evaluation Cost (sum x factor)
Personnel & Occupancy – Web Central PER LICENSE	\$ / LICENSE	\$ / LICENSE	\$ / LICENSE	\$ / LICENSE	\$ / LICENSE		1	
Personnel & Occupancy – Run Anywhere PER LICENSE	\$ / LICENSE	\$ / LICENSE	\$ / LICENSE	\$ / LICENSE	\$ / LICENSE		1	
Space Chargeback – Web Central PER LICENSE	\$ / LICENSE	\$ / LICENSE	\$ / LICENSE	\$ / LICENSE	\$ / LICENSE		1	
Space Chargeback – Run Anywhere PER LICENSE	\$ / LICENSE	\$ / LICENSE	\$ / LICENSE	\$ / LICENSE	\$ / LICENSE		1	
Strategic Master Planning – Windows PER LICENSE	\$ / LICENSE	\$ / LICENSE	\$ / LICENSE	\$ / LICENSE	\$ / LICENSE		1	
Space Management – Windows PER LICENSE	\$ / LICENSE	\$ / LICENSE	\$ / LICENSE	\$ / LICENSE	\$ / LICENSE		1	
Move Management								
Enterprise Move Management – Web Central PER LICENSE	\$ / LICENSE	\$ / LICENSE	\$ / LICENSE	\$ / LICENSE	\$ / LICENSE		1	
Enterprise Move Management – Run Anywhere PER LICENSE	\$ / LICENSE	\$ / LICENSE	\$ / LICENSE	\$ / LICENSE	\$ / LICENSE		1	
Asset Management								
Asset Portal – Web Central PER LICENSE	\$ / LICENSE	\$ / LICENSE	\$ / LICENSE	\$ / LICENSE	\$ / LICENSE		1	
Asset Portal – Run Anywhere PER LICENSE	\$ / LICENSE	\$ / LICENSE	\$ / LICENSE	\$ / LICENSE	\$ / LICENSE		1	
Furniture and Equipment Management – Windows PER LICENSE	\$ / LICENSE	\$ / LICENSE	\$ / LICENSE	\$ / LICENSE	\$ / LICENSE		1	

Cost Item Description	Proposed Cost					State Use ONLY		
	April 2, 2012 – April 1, 2013	April 2, 2013 – April 1, 2014	April 2, 2014 – April 1, 2015	April 2, 2015 – April 1, 2016	April 2, 2016 – April 1, 2017	Sum	Evaluation Factor	Evaluation Cost (sum x factor)
Telecommunications & Cable Management – Windows PER LICENSE	\$ / LICENSE	\$ / LICENSE	\$ / LICENSE	\$ / LICENSE	\$ / LICENSE		1	
Environmental & Risk Management								
Energy Management – Web Central PER LICENSE	\$ / LICENSE	\$ / LICENSE	\$ / LICENSE	\$ / LICENSE	\$ / LICENSE		1	
Energy Management – Run Anywhere PER LICENSE	\$ / LICENSE	\$ / LICENSE	\$ / LICENSE	\$ / LICENSE	\$ / LICENSE		1	
Emergency Preparedness – Web Central PER LICENSE	\$ / LICENSE	\$ / LICENSE	\$ / LICENSE	\$ / LICENSE	\$ / LICENSE		1	
Emergency Preparedness – Run Anywhere PER LICENSE	\$ / LICENSE	\$ / LICENSE	\$ / LICENSE	\$ / LICENSE	\$ / LICENSE		1	
Emergency Preparedness – Windows PER LICENSE	\$ / LICENSE	\$ / LICENSE	\$ / LICENSE	\$ / LICENSE	\$ / LICENSE		1	
Environmental Sustainability – Web Central PER LICENSE	\$ / LICENSE	\$ / LICENSE	\$ / LICENSE	\$ / LICENSE	\$ / LICENSE		1	
Environmental Sustainability – Run Anywhere PER LICENSE	\$ / LICENSE	\$ / LICENSE	\$ / LICENSE	\$ / LICENSE	\$ / LICENSE		1	
Environmental Sustainability – Windows PER LICENSE	\$ / LICENSE	\$ / LICENSE	\$ / LICENSE	\$ / LICENSE	\$ / LICENSE		1	
Green Building-(V19.3) – Web Central PER LICENSE	\$ / LICENSE	\$ / LICENSE	\$ / LICENSE	\$ / LICENSE	\$ / LICENSE		1	
Green Building-(V19.3) – Run Anywhere PER LICENSE	\$ / LICENSE	\$ / LICENSE	\$ / LICENSE	\$ / LICENSE	\$ / LICENSE		1	
Building Operations								

Cost Item Description	Proposed Cost					State Use ONLY		
	April 2, 2012 – April 1, 2013	April 2, 2013 – April 1, 2014	April 2, 2014 – April 1, 2015	April 2, 2015 – April 1, 2016	April 2, 2016 – April 1, 2017	Sum	Evaluation Factor	Evaluation Cost (sum x factor)
On Demand Work – Web Central PER LICENSE	\$ / LICENSE	\$ / LICENSE	\$ / LICENSE	\$ / LICENSE	\$ / LICENSE		1	
On Demand Work – Run Anywhere PER LICENSE	\$ / LICENSE	\$ / LICENSE	\$ / LICENSE	\$ / LICENSE	\$ / LICENSE		1	
Preventive Maintenance – Web Central PER LICENSE	\$ / LICENSE	\$ / LICENSE	\$ / LICENSE	\$ / LICENSE	\$ / LICENSE		1	
Preventive Maintenance – Run Anywhere PER LICENSE	\$ / LICENSE	\$ / LICENSE	\$ / LICENSE	\$ / LICENSE	\$ / LICENSE		1	
Condition Assessment – Web Central PER LICENSE	\$ / LICENSE	\$ / LICENSE	\$ / LICENSE	\$ / LICENSE	\$ / LICENSE		1	
Condition Assessment – Run Anywhere PER LICENSE	\$ / LICENSE	\$ / LICENSE	\$ / LICENSE	\$ / LICENSE	\$ / LICENSE		1	
Building Operations Management – Windows PER LICENSE	\$ / LICENSE	\$ / LICENSE	\$ / LICENSE	\$ / LICENSE	\$ / LICENSE		1	
Call Center Wizard – Windows PER LICENSE	\$ / LICENSE	\$ / LICENSE	\$ / LICENSE	\$ / LICENSE	\$ / LICENSE		1	
Workplace Services								
Reservations – Web Central PER LICENSE	\$ / LICENSE		1					
Reservations – Run Anywhere PER LICENSE	\$ / LICENSE	\$ / LICENSE	\$ / LICENSE	\$ / LICENSE	\$ / LICENSE		1	
Service Desk – Web Central PER LICENSE	\$ / LICENSE		1					
Service Desk – Run Anywhere PER LICENSE	\$ / LICENSE	\$ / LICENSE	\$ / LICENSE	\$ / LICENSE	\$ / LICENSE		1	

Cost Item Description	Proposed Cost					State Use ONLY		
	April 2, 2012 – April 1, 2013	April 2, 2013 – April 1, 2014	April 2, 2014 – April 1, 2015	April 2, 2015 – April 1, 2016	April 2, 2016 – April 1, 2017	Sum	Evaluation Factor	Evaluation Cost (sum x factor)
Hoteling – Web Central PER LICENSE	\$ / LICENSE	\$ / LICENSE	\$ / LICENSE	\$ / LICENSE	\$ / LICENSE		1	
Hoteling – Run Anywhere PER LICENSE	\$ / LICENSE	\$ / LICENSE	\$ / LICENSE	\$ / LICENSE	\$ / LICENSE		1	
Hoteling – Windows PER LICENSE	\$ / LICENSE	\$ / LICENSE	\$ / LICENSE	\$ / LICENSE	\$ / LICENSE		1	
Fleet Management – Web Central (an ARCHIBUS Solutions Center product) PER LICENSE	\$ / LICENSE	\$ / LICENSE	\$ / LICENSE	\$ / LICENSE	\$ / LICENSE		1	
Fleet Management – Run Anywhere (an ARCHIBUS Solutions Center product) PER LICENSE	\$ / LICENSE	\$ / LICENSE	\$ / LICENSE	\$ / LICENSE	\$ / LICENSE		1	
Fleet Management – Windows (an ARCHIBUS Solutions Center product) PER LICENSE	\$ / LICENSE	\$ / LICENSE	\$ / LICENSE	\$ / LICENSE	\$ / LICENSE		1	
Technology Extensions/Plug-ins								
Overlay with Design Management for AutoCAD & REVIT – Run Anywhere PER LICENSE	\$ / LICENSE	\$ / LICENSE	\$ / LICENSE	\$ / LICENSE	\$ / LICENSE		1	
Overlay with Design Management for AutoCAD & REVIT – Windows PER LICENSE	\$ / LICENSE	\$ / LICENSE	\$ / LICENSE	\$ / LICENSE	\$ / LICENSE		1	
Geospatial Extensions for ESRI ArcGIS – Web Central PER LICENSE	\$ / LICENSE	\$ / LICENSE	\$ / LICENSE	\$ / LICENSE	\$ / LICENSE		1	
ACP								
Client Server – Named user license – Windows PER LICENSE	\$ / LICENSE	\$ / LICENSE	\$ / LICENSE	\$ / LICENSE	\$ / LICENSE		1	

Cost Item Description	Proposed Cost					State Use ONLY		
	April 2, 2012 – April 1, 2013	April 2, 2013 – April 1, 2014	April 2, 2014 – April 1, 2015	April 2, 2015 – April 1, 2016	April 2, 2016 – April 1, 2017	Sum	Evaluation Factor	Evaluation Cost (sum x factor)
Client Server – Ten (10) concurrent user license – Windows PER LICENSE	\$ / LICENSE	\$ / LICENSE	\$ / LICENSE	\$ / LICENSE	\$ / LICENSE		1	
Client Server – Fifty (50) concurrent user license – Windows PER LICENSE	\$ / LICENSE	\$ / LICENSE	\$ / LICENSE	\$ / LICENSE	\$ / LICENSE		1	
Client Server – One hundred (100) concurrent user license – Windows PER LICENSE	\$ / LICENSE	\$ / LICENSE	\$ / LICENSE	\$ / LICENSE	\$ / LICENSE		1	
Web Central – Ten (10) concurrent user license – Web Central PER LICENSE	\$ / LICENSE		1					
Web Central – Fifty (50) concurrent user license – Web Central PER LICENSE	\$ / LICENSE		1					
Web Central – One hundred (100) concurrent user license – Web Central PER LICENSE	\$ / LICENSE	\$ / LICENSE	\$ / LICENSE	\$ / LICENSE	\$ / LICENSE		1	
Web Central Core - Per 250 Web ACP's PER LICENSE	\$ / LICENSE	\$ / LICENSE	\$ / LICENSE	\$ / LICENSE	\$ / LICENSE		1	
Run Anywhere – One (1) concurrent user license – Run Anywhere PER LICENSE	\$ / LICENSE	\$ / LICENSE	\$ / LICENSE	\$ / LICENSE	\$ / LICENSE		1	
Run Anywhere – Three (3) concurrent user license – Run Anywhere PER LICENSE	\$ / LICENSE	\$ / LICENSE	\$ / LICENSE	\$ / LICENSE	\$ / LICENSE		1	
Run Anywhere – Five (5) concurrent user license – Run Anywhere PER LICENSE	\$ / LICENSE	\$ / LICENSE	\$ / LICENSE	\$ / LICENSE	\$ / LICENSE		1	

Cost Item Description	Proposed Cost					State Use ONLY		
	April 2, 2012 – April 1, 2013	April 2, 2013 – April 1, 2014	April 2, 2014 – April 1, 2015	April 2, 2015 – April 1, 2016	April 2, 2016 – April 1, 2017	Sum	Evaluation Factor	Evaluation Cost (sum x factor)
Executive Information System – One (1) concurrent user license – Windows PER LICENSE	\$ / LICENSE	\$ / LICENSE	\$ / LICENSE	\$ / LICENSE	\$ / LICENSE		1	
Executive Information System – Three (3) concurrent user license – Windows PER LICENSE	\$ / LICENSE	\$ / LICENSE	\$ / LICENSE	\$ / LICENSE	\$ / LICENSE		1	
Executive Information System – Five (5) concurrent user license – Windows PER LICENSE	\$ / LICENSE	\$ / LICENSE	\$ / LICENSE	\$ / LICENSE	\$ / LICENSE		1	

ARCHIBUS Enterprise Software Subscriptions

As described in RFP Attachment 6.6., *Pro Forma* Contract, Section C.3.b(2), the Contractor will be compensated on a per license per year basis for subscriptions to the ARCHIBUS Software Subscription Program. This is a recurrent fee, to be invoiced at the beginning of the year during which the subscription(s) will be in effect. Also reference RFP Attachment 6.6., *Pro Forma* Contract, Section A.6.

Cost Item Description	Proposed Cost					State Use ONLY		
	April 2, 2012 – April 1, 2013	April 2, 2013 – April 1, 2014	April 2, 2014 – April 1, 2015	April 2, 2015 – April 1, 2016	April 2, 2016 – April 1, 2017	Sum	Evaluation Factor	Evaluation Cost (sum x factor)
Real Estate Portfolio Management								
Portfolio Management – Web Central PER LICENSE SUBSCRIPTION	\$ / LICENSE SUB- SCRIPTION PER YEAR		1					
Portfolio Management – Run Anywhere PER LICENSE SUBSCRIPTION	\$ / LICENSE SUB- SCRIPTION PER YEAR		1					

Cost Item Description	Proposed Cost					State Use ONLY		
	April 2, 2012 – April 1, 2013	April 2, 2013 – April 1, 2014	April 2, 2014 – April 1, 2015	April 2, 2015 – April 1, 2016	April 2, 2016 – April 1, 2017	Sum	Evaluation Factor	Evaluation Cost (sum x factor)
Lease Administration – Web Central PER LICENSE SUBSCRIPTION	\$ / LICENSE SUB- SCRIPTION PER YEAR		1					
Lease Administration – Run Anywhere PER LICENSE SUBSCRIPTION	\$ / LICENSE SUB- SCRIPTION PER YEAR		1					
Cost Administration – Web Central PER LICENSE SUBSCRIPTION	\$ / LICENSE SUB- SCRIPTION PER YEAR		1					
Cost Administration – Run Anywhere PER LICENSE SUBSCRIPTION	\$ / LICENSE SUB- SCRIPTION PER YEAR		1					
Cost Chargeback & Invoicing – Web Central PER LICENSE SUBSCRIPTION	\$ / LICENSE SUB- SCRIPTION PER YEAR		1					
Cost Chargeback & Invoicing – Run Anywhere PER LICENSE SUBSCRIPTION	\$ / LICENSE SUB- SCRIPTION PER YEAR		1					

Cost Item Description	Proposed Cost					State Use ONLY		
	April 2, 2012 – April 1, 2013	April 2, 2013 – April 1, 2014	April 2, 2014 – April 1, 2015	April 2, 2015 – April 1, 2016	April 2, 2016 – April 1, 2017	Sum	Evaluation Factor	Evaluation Cost (sum x factor)
Portfolio Forecasting – Web Central PER LICENSE SUBSCRIPTION	\$ / LICENSE SUB- SCRIPTION PER YEAR		1					
Portfolio Forecasting – Run Anywhere PER LICENSE SUBSCRIPTION	\$ / LICENSE SUB- SCRIPTION PER YEAR		1					
Real Property & Lease Management – Windows PER LICENSE SUBSCRIPTION	\$ / LICENSE SUB- SCRIPTION PER YEAR		1					
Capital Project Management								
Capital Budgeting – Web Central PER LICENSE SUBSCRIPTION	\$ / LICENSE SUB- SCRIPTION PER YEAR		1					
Capital Budgeting – Run Anywhere PER LICENSE SUBSCRIPTION	\$ / LICENSE SUB- SCRIPTION PER YEAR		1					
Project Management – Web Central PER LICENSE SUBSCRIPTION	\$ / LICENSE SUB- SCRIPTION PER YEAR		1					

Cost Item Description	Proposed Cost					State Use ONLY		
	April 2, 2012 – April 1, 2013	April 2, 2013 – April 1, 2014	April 2, 2014 – April 1, 2015	April 2, 2015 – April 1, 2016	April 2, 2016 – April 1, 2017	Sum	Evaluation Factor	Evaluation Cost (sum x factor)
Project Management – Run Anywhere PER LICENSE SUBSCRIPTION	\$ / LICENSE SUB- SCRIPTION PER YEAR		1					
Condition Assessment – Web Central PER LICENSE SUBSCRIPTION	\$ / LICENSE SUB- SCRIPTION PER YEAR		1					
Condition Assessment – Run Anywhere PER LICENSE SUBSCRIPTION	\$ / LICENSE SUB- SCRIPTION PER YEAR		1					
Condition Assessment – Windows PER LICENSE SUBSCRIPTION	\$ / LICENSE SUB- SCRIPTION PER YEAR		1					

Cost Item Description	Proposed Cost					State Use ONLY		
	April 2, 2012 – April 1, 2013	April 2, 2013 – April 1, 2014	April 2, 2014 – April 1, 2015	April 2, 2015 – April 1, 2016	April 2, 2016 – April 1, 2017	Sum	Evaluation Factor	Evaluation Cost (sum x factor)
Space Planning and Management								
Space Inventory and Performance – Web Central PER LICENSE SUBSCRIPTION	\$ / LICENSE SUBSCRIPTION PER YEAR		1					
Space Inventory and Performance – Run Anywhere PER LICENSE SUBSCRIPTION	\$ / LICENSE SUBSCRIPTION PER YEAR		1					
Personnel & Occupancy – Web Central PER LICENSE SUBSCRIPTION	\$ / LICENSE SUBSCRIPTION PER YEAR		1					
Personnel & Occupancy – Run Anywhere PER LICENSE SUBSCRIPTION	\$ / LICENSE SUBSCRIPTION PER YEAR		1					
Space Chargeback – Web Central PER LICENSE SUBSCRIPTION	\$ / LICENSE SUBSCRIPTION PER YEAR		1					
Space Chargeback – Run Anywhere PER LICENSE SUBSCRIPTION	\$ / LICENSE SUBSCRIPTION PER YEAR		1					

Cost Item Description	Proposed Cost					State Use ONLY		
	April 2, 2012 – April 1, 2013	April 2, 2013 – April 1, 2014	April 2, 2014 – April 1, 2015	April 2, 2015 – April 1, 2016	April 2, 2016 – April 1, 2017	Sum	Evaluation Factor	Evaluation Cost (sum x factor)
Strategic Master Planning – Windows PER LICENSE SUBSCRIPTION	\$ / LICENSE SUB- SCRIPTION PER YEAR		1					
Space Management – Windows PER LICENSE SUBSCRIPTION	\$ / LICENSE SUB- SCRIPTION PER YEAR		1					
Move Management								
Enterprise Move Management – Web Central PER LICENSE SUBSCRIPTION	\$ / LICENSE SUB- SCRIPTION PER YEAR		1					
Enterprise Move Management – Run Anywhere PER LICENSE SUBSCRIPTION	\$ / LICENSE SUB- SCRIPTION PER YEAR		1					

Cost Item Description	Proposed Cost					State Use ONLY		
	April 2, 2012 – April 1, 2013	April 2, 2013 – April 1, 2014	April 2, 2014 – April 1, 2015	April 2, 2015 – April 1, 2016	April 2, 2016 – April 1, 2017	Sum	Evaluation Factor	Evaluation Cost (sum x factor)
Asset Management								
Asset Portal – Web Central PER LICENSE SUBSCRIPTION	\$ / LICENSE SUB- SCRIPTION PER YEAR		1					
Asset Portal – Run Anywhere PER LICENSE SUBSCRIPTION	\$ / LICENSE SUB- SCRIPTION PER YEAR		1					
Furniture and Equipment Management – Windows PER LICENSE SUBSCRIPTION	\$ / LICENSE SUB- SCRIPTION PER YEAR		1					
Telecommunications & Cable Management – Windows PER LICENSE SUBSCRIPTION	\$ / LICENSE SUB- SCRIPTION PER YEAR		1					
Environmental & Risk Management								
Energy Management – Web Central PER LICENSE SUBSCRIPTION	\$ / LICENSE SUB- SCRIPTION PER YEAR		1					

Cost Item Description	Proposed Cost					State Use ONLY		
	April 2, 2012 – April 1, 2013	April 2, 2013 – April 1, 2014	April 2, 2014 – April 1, 2015	April 2, 2015 – April 1, 2016	April 2, 2016 – April 1, 2017	Sum	Evaluation Factor	Evaluation Cost (sum x factor)
Energy Management – Run Anywhere PER LICENSE SUBSCRIPTION	\$ / LICENSE SUB- SCRIPTION PER YEAR		1					
Emergency Preparedness – Web Central PER LICENSE SUBSCRIPTION	\$ / LICENSE SUB- SCRIPTION PER YEAR		1					
Emergency Preparedness – Run Anywhere PER LICENSE SUBSCRIPTION	\$ / LICENSE SUB- SCRIPTION PER YEAR		1					
Emergency Preparedness – Windows PER LICENSE SUBSCRIPTION	\$ / LICENSE SUB- SCRIPTION PER YEAR		1					
Environmental Sustainability – Web Central PER LICENSE SUBSCRIPTION	\$ / LICENSE SUB- SCRIPTION PER YEAR		1					
Environmental Sustainability – Run Anywhere PER LICENSE SUBSCRIPTION	\$ / LICENSE SUB- SCRIPTION PER YEAR		1					

Cost Item Description	Proposed Cost					State Use ONLY		
	April 2, 2012 – April 1, 2013	April 2, 2013 – April 1, 2014	April 2, 2014 – April 1, 2015	April 2, 2015 – April 1, 2016	April 2, 2016 – April 1, 2017	Sum	Evaluation Factor	Evaluation Cost (sum x factor)
Environmental Sustainability – Windows PER LICENSE SUBSCRIPTION	\$ / LICENSE SUB- SCRIPTION PER YEAR		1					
Green Building-(V19.3) – Web Central PER LICENSE SUBSCRIPTION	\$ / LICENSE SUB- SCRIPTION PER YEAR		1					
Green Building-(V19.3) – Run Anywhere PER LICENSE SUBSCRIPTION	\$ / LICENSE SUB- SCRIPTION PER YEAR		1					
Building Operations								
On Demand Work – Web Central PER LICENSE SUBSCRIPTION	\$ / LICENSE SUB- SCRIPTION PER YEAR		1					
On Demand Work – Run Anywhere PER LICENSE SUBSCRIPTION	\$ / LICENSE SUB- SCRIPTION PER YEAR		1					
Preventive Maintenance – Web Central PER LICENSE SUBSCRIPTION	\$ / LICENSE SUB- SCRIPTION PER YEAR		1					

Cost Item Description	Proposed Cost					State Use ONLY		
	April 2, 2012 – April 1, 2013	April 2, 2013 – April 1, 2014	April 2, 2014 – April 1, 2015	April 2, 2015 – April 1, 2016	April 2, 2016 – April 1, 2017	Sum	Evaluation Factor	Evaluation Cost (sum x factor)
Preventive Maintenance – Run Anywhere PER LICENSE SUBSCRIPTION	\$ / LICENSE SUBSCRIPTION PER YEAR		1					
Condition Assessment – Web Central PER LICENSE SUBSCRIPTION	\$ / LICENSE SUBSCRIPTION PER YEAR		1					
Condition Assessment – Run Anywhere PER LICENSE SUBSCRIPTION	\$ / LICENSE SUBSCRIPTION PER YEAR		1					
Building Operations Management – Windows PER LICENSE SUBSCRIPTION	\$ / LICENSE SUBSCRIPTION PER YEAR		1					
Call Center Wizard – Windows PER LICENSE SUBSCRIPTION	\$ / LICENSE SUBSCRIPTION PER YEAR		1					
Workplace Services								
Reservations – Web Central PER LICENSE SUBSCRIPTION	\$ / LICENSE SUBSCRIPTION PER YEAR		1					

Cost Item Description	Proposed Cost					State Use ONLY		
	April 2, 2012 – April 1, 2013	April 2, 2013 – April 1, 2014	April 2, 2014 – April 1, 2015	April 2, 2015 – April 1, 2016	April 2, 2016 – April 1, 2017	Sum	Evaluation Factor	Evaluation Cost (sum x factor)
Reservations – Run Anywhere PER LICENSE SUBSCRIPTION	\$ / LICENSE SUB- SCRIPTION PER YEAR		1					
Service Desk – Web Central PER LICENSE SUBSCRIPTION	\$ / LICENSE SUB- SCRIPTION PER YEAR		1					
Service Desk – Run Anywhere PER LICENSE SUBSCRIPTION	\$ / LICENSE SUB- SCRIPTION PER YEAR		1					
Hoteling – Web Central PER LICENSE SUBSCRIPTION	\$ / LICENSE SUB- SCRIPTION PER YEAR		1					
Hoteling – Run Anywhere PER LICENSE SUBSCRIPTION	\$ / LICENSE SUB- SCRIPTION PER YEAR		1					
Hoteling – Windows PER LICENSE SUBSCRIPTION	\$ / LICENSE SUB- SCRIPTION PER YEAR		1					

Cost Item Description	Proposed Cost					State Use ONLY		
	April 2, 2012 – April 1, 2013	April 2, 2013 – April 1, 2014	April 2, 2014 – April 1, 2015	April 2, 2015 – April 1, 2016	April 2, 2016 – April 1, 2017	Sum	Evaluation Factor	Evaluation Cost (sum x factor)
Fleet Management – Web Central (an ARCHIBUS Solutions Center product) PER LICENSE SUBSCRIPTION	\$ / LICENSE SUBSCRIPTION PER YEAR		1					
Fleet Management – Run Anywhere (an ARCHIBUS Solutions Center product) PER LICENSE SUBSCRIPTION	\$ / LICENSE SUBSCRIPTION PER YEAR		1					
Fleet Management – Windows (an ARCHIBUS Solutions Center product) PER LICENSE SUBSCRIPTION	\$ / LICENSE SUBSCRIPTION PER YEAR		1					
Technology Extensions/Plug-ins								
Overlay with Design Management for AutoCAD & REVIT – Run Anywhere PER LICENSE SUBSCRIPTION	\$ / LICENSE SUBSCRIPTION PER YEAR		1					
Overlay with Design Management for AutoCAD & REVIT – Windows PER LICENSE SUBSCRIPTION	\$ / LICENSE SUBSCRIPTION PER YEAR		3					
Geospatial Extensions for ESRI ArcGIS – Web Central PER LICENSE SUBSCRIPTION	\$ / LICENSE SUBSCRIPTION PER YEAR		1					
ACP								

Cost Item Description	Proposed Cost					State Use ONLY		
	April 2, 2012 – April 1, 2013	April 2, 2013 – April 1, 2014	April 2, 2014 – April 1, 2015	April 2, 2015 – April 1, 2016	April 2, 2016 – April 1, 2017	Sum	Evaluation Factor	Evaluation Cost (sum x factor)
Client Server – Named user license – Windows PER LICENSE SUBSCRIPTION	\$ / LICENSE SUBSCRIPTION PER YEAR		1					
Client Server – Ten (10) concurrent user license – Windows PER LICENSE SUBSCRIPTION	\$ / LICENSE SUBSCRIPTION PER YEAR		1					
Client Server – Fifty (50) concurrent user license – Windows PER LICENSE SUBSCRIPTION	\$ / LICENSE SUBSCRIPTION PER YEAR		1					
Client Server – One hundred (100) concurrent user license – Windows PER LICENSE SUBSCRIPTION	\$ / LICENSE SUBSCRIPTION PER YEAR		1					
Web Central – Ten (10) concurrent user license – Web Central PER LICENSE SUBSCRIPTION	\$ / LICENSE SUBSCRIPTION PER YEAR		1					
Web Central – Fifty (50) concurrent user license – Web Central PER LICENSE SUBSCRIPTION	\$ / LICENSE SUBSCRIPTION PER YEAR		1					

RFP ATTACHMENT 6.3. (continued)

Cost Item Description	Proposed Cost					State Use ONLY		
	April 2, 2012 – April 1, 2013	April 2, 2013 – April 1, 2014	April 2, 2014 – April 1, 2015	April 2, 2015 – April 1, 2016	April 2, 2016 – April 1, 2017	Sum	Evaluation Factor	Evaluation Cost (sum x factor)
Web Central – One hundred (100) concurrent user license – Web Central PER LICENSE SUBSCRIPTION	\$ / LICENSE SUBSCRIPTION PER YEAR		1					
Web Central Core - Per 250 Web ACP's PER LICENSE SUBSCRIPTION	\$ / LICENSE SUBSCRIPTION PER YEAR		1					
Run Anywhere – One (1) concurrent user license – Run Anywhere PER LICENSE SUBSCRIPTION	\$ / LICENSE SUBSCRIPTION PER YEAR		1					
Run Anywhere – Three (3) concurrent user license – Run Anywhere PER LICENSE SUBSCRIPTION	\$ / LICENSE SUBSCRIPTION PER YEAR		1					
Run Anywhere – Five (5) concurrent user license – Run Anywhere PER LICENSE SUBSCRIPTION	\$ / LICENSE SUBSCRIPTION PER YEAR		1					
Executive Information System – One (1) concurrent user license – Windows PER LICENSE SUBSCRIPTION	\$ / LICENSE SUBSCRIPTION PER YEAR		1					

Cost Item Description	Proposed Cost					State Use ONLY		
	April 2, 2012 – April 1, 2013	April 2, 2013 – April 1, 2014	April 2, 2014 – April 1, 2015	April 2, 2015 – April 1, 2016	April 2, 2016 – April 1, 2017	Sum	Evaluation Factor	Evaluation Cost (sum x factor)
Executive Information System – Three (3) concurrent user license – Windows PER LICENSE SUBSCRIPTION	\$ / LICENSE SUB- SCRIPTION PER YEAR		1					
Executive Information System – Five (5) concurrent user license – Windows PER LICENSE SUBSCRIPTION	\$ / LICENSE SUB- SCRIPTION PER YEAR		1					

ARCHIBUS Technical Support Services

As described in RFP Attachment 6.6., *Pro Forma* Contract, Section C.3.b(3), the Contractor will be compensated for limited technical support. Also reference RFP Attachment 6.6., *Pro Forma* Contract, Section A.7.

Cost Item Description	Proposed Cost					State Use ONLY		
	April 2, 2012 – April 1, 2013	April 2, 2013 – April 1, 2014	April 2, 2014 – April 1, 2015	April 2, 2015 – April 1, 2016	April 2, 2016 – April 1, 2017	Sum	Evaluation Factor	Evaluation Cost (sum x factor)
Technical Support PER HOUR	\$ / HOUR	\$ / HOUR	\$ / HOUR	\$ / HOUR	\$ / HOUR		300	

ARCHIBUS Consulting Services

As described in RFP Attachment 6.6., *Pro Forma* Contract, Section C.3.b(4), the Contractor will be compensated for consulting services provided resulting from work authorized through an ARCHIBUS Statement of Work. Also reference RFP Attachment 6.6., *Pro Forma* Contract, Section A.13.

Cost Item Description	Proposed Cost					State Use ONLY		
	April 2, 2012 – April 1, 2013	April 2, 2013 – April 1, 2014	April 2, 2014 – April 1, 2015	April 2, 2015 – April 1, 2016	April 2, 2016 – April 1, 2017	Sum	Evaluation Factor	Evaluation Cost (sum x factor)
Project Manager PER HOUR	\$ / HOUR	\$ / HOUR	\$ / HOUR	\$ / HOUR	\$ / HOUR		1200	
System Engineer PER HOUR	\$ / HOUR	\$ / HOUR	\$ / HOUR	\$ / HOUR	\$ / HOUR		900	

RFP ATTACHMENT 6.3. (continued)

Cost Item Description	Proposed Cost					State Use ONLY		
	April 2, 2012 – April 1, 2013	April 2, 2013 – April 1, 2014	April 2, 2014 – April 1, 2015	April 2, 2015 – April 1, 2016	April 2, 2016 – April 1, 2017	Sum	Evaluation Factor	Evaluation Cost (sum x factor)
System Programmer PER HOUR	\$ / HOUR	\$ / HOUR	\$ / HOUR	\$ / HOUR	\$ / HOUR		500	
Senior CAD Technician PER HOUR	\$ / HOUR	\$ / HOUR	\$ / HOUR	\$ / HOUR	\$ / HOUR		2000	
CAD Technician PER HOUR	\$ / HOUR	\$ / HOUR	\$ / HOUR	\$ / HOUR	\$ / HOUR		8000	
Training Services PER DAY	\$ / DAY	\$ / DAY	\$ / DAY	\$ / DAY	\$ / DAY		25	
Estimating Services PER HOUR	\$ / HOUR	\$ / HOUR	\$ / HOUR	\$ / HOUR	\$ / HOUR		120	
TOTAL EVALUATION COST AMOUNT (sum of evaluation costs above):								
The RFP Coordinator will use this sum and the formula below to calculate the Cost Proposal Score. Numbers rounded to two (2) places to the right of the decimal point will be standard for calculations.								
$\frac{\text{lowest evaluation cost amount from all proposals}}{\text{evaluation cost amount being evaluated}}$						$\times 30$ (maximum possible score)	=SCORE:	
State Use – RFP Coordinator Signature, Printed Name & Date:								

RFP ATTACHMENT 6.4.

REFERENCE QUESTIONNAIRE

The standard reference questionnaire provided on the following pages of this attachment MUST be completed by all individuals offering a reference for the Proposer.

The Proposer will be solely responsible for obtaining completed reference questionnaires as required (refer to RFP Attachment 6.2., Technical Proposal & Evaluation Guide, Section B, Item B.17.), and for enclosing the sealed reference envelopes within the Proposer's Technical Proposal.

RFP # 32107.00211 PROPOSAL REFERENCE QUESTIONNAIRE

REFERENCE SUBJECT: **PROPOSER NAME** (completed by proposer before reference is requested)

The "reference subject" specified above, intends to submit a proposal to the State of Tennessee in response to the Request for Proposals (RFP) indicated. As a part of such proposal, the reference subject must include a number of completed and sealed reference questionnaires (using this form).

Each individual responding to this reference questionnaire is asked to follow these instructions:

- complete this questionnaire (either using the form provided or an exact duplicate of this document);
- sign and date the completed questionnaire;
- seal the completed, signed, and dated questionnaire in a new standard #10 envelope;
- sign in ink across the sealed portion of the envelope; and
- return the sealed envelope containing the completed questionnaire directly to the reference subject.

(1) **What is the name of the individual, company, organization, or entity responding to this reference questionnaire?**

(2) **Please provide the following information about the individual completing this reference questionnaire on behalf of the above-named individual, company, organization, or entity.**

NAME:	
TITLE:	
TELEPHONE #	
E-MAIL ADDRESS:	

(3) **What services does /did the reference subject provide to your company or organization?**

Please respond by placing an "X" beside each of the services below that apply, and providing the additional information as requested.

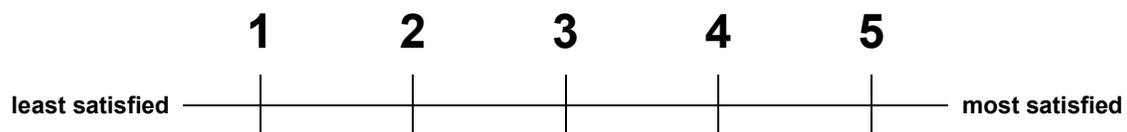
Service Description	Service Provided (X)
Development and implementation of programs and processes to exchange data between ARCHIBUS and [REDACTED] (Please describe below the nature of data exchanged between ARCHIBUS and [REDACTED])	

RFP # 32107.00211 PROPOSAL REFERENCE QUESTIONNAIRE — PAGE 2

Service Description	Service Provided (X)
Telephone and/or email based technical support.	
Evaluation of application performance and application performance optimization	
Conducting training of system administration and/or end user personnel.	
Preparation and maintenance of application documentation for system administration and/or end user personnel.	
Application configuration, programming and customization	
Problem management	
CAD-related services	
Other services. (Please describe below the nature of the other services).	

- (4) What is the level of your overall satisfaction with the reference subject as a vendor of the services described above?

Please respond by circling the appropriate number on the scale below.



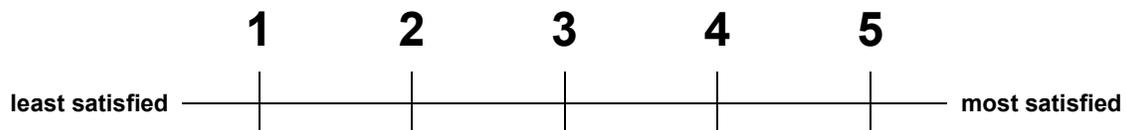
If you circled 3 or less above, what could the reference subject have done to improve that rating?

- (5) If the services that the reference subject provided to your company or organization are completed, were the services completed in compliance with the terms of the contract, on time, and within budget? If not, please explain.
- (6) If the reference subject is still providing services to your company or organization, are these services being provided in compliance with the terms of the contract, on time, and within budget? If not, please explain.

RFP # 32107.00211 PROPOSAL REFERENCE QUESTIONNAIRE — PAGE 3

- (7) How satisfied are you with the reference subject's ability to perform based on your expectations and according to the contractual arrangements?
- (8) In what areas of service delivery does /did the reference subject excel?
- (9) In what areas of service delivery does /did the reference subject fall short?
- (10) What is the level of your satisfaction with the reference subject's project management structures, processes, and personnel?

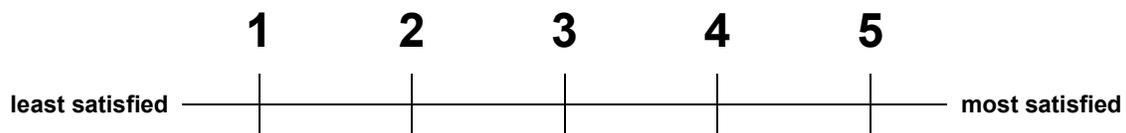
Please respond by circling the appropriate number on the scale below.



What, if any, comments do you have regarding the score selected above?

- (11) Considering the staff assigned by the reference subject to deliver the services described in response to question 3 above, how satisfied are you with the technical abilities, professionalism, and interpersonal skills of the individuals assigned?

Please respond by circling the appropriate number on the scale below.

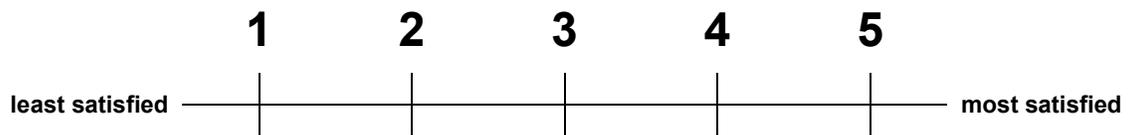


What, if any, comments do you have regarding the score selected above?

RFP # 32107.00211 PROPOSAL REFERENCE QUESTIONNAIRE — PAGE 4

(12) Would you contract again with the reference subject for the same or similar services?

Please respond by circling the appropriate number on the scale below.



What, if any, comments do you have regarding the score selected above?

REFERENCE SIGNATURE:

(by the individual completing this request for reference information)

_____ (must be the same as the signature across the envelope seal)

DATE:

PROPOSAL SCORE SUMMARY MATRIX

	<i>PROPOSER NAME</i>		<i>PROPOSER NAME</i>		<i>PROPOSER NAME</i>	
GENERAL QUALIFICATIONS & EXPERIENCE (maximum: 20)						
<i>EVALUATOR NAME</i>						
<i>EVALUATOR NAME</i>						
<i>REPEAT AS NECESSARY</i>						
	AVERAGE:		AVERAGE:		AVERAGE:	
TECHNICAL QUALIFICATIONS, EXPERIENCE & APPROACH (maximum: 50)						
<i>EVALUATOR NAME</i>						
<i>EVALUATOR NAME</i>						
<i>REPEAT AS NECESSARY</i>						
	AVERAGE:		AVERAGE:		AVERAGE:	
COST PROPOSAL (maximum: 30)	SCORE:		SCORE:		SCORE:	
TOTAL PROPOSAL EVALUATION SCORE: (maximum: 100)						

RFP Coordinator Signature, Printed Name & Date:

RFP # 32107.00211 PRO FORMA CONTRACT

The *pro forma* contract detailed in following pages of this exhibit contains some “blanks” (signified by descriptions in capital letters) that will be completed with appropriate information in the final contract resulting from the RFP.

CONTRACT
BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF GENERAL SERVICES
AND
CONTRACTOR NAME

This Contract, by and between the State of Tennessee, Department of General Services, hereinafter referred to as the "State" and **Contractor Legal Entity Name**, hereinafter referred to as the "Contractor," is for the provision of ARCHIBUS Licensing and Support Services, as further defined in the "SCOPE OF SERVICES."

The Contractor is **a/an Individual, For-Profit Corporation, Non-Profit Corporation, Special Purpose Corporation Or Association, Partnership, Joint Venture, Or Limited Liability Company.**
 Contractor Federal Employer Identification, Social Security, or Edison Registration ID # **Number**
 Contractor Place of Incorporation or Organization: **Location**

A. SCOPE OF SERVICES:

A.1. The Contractor shall provide all service and deliverables as required, described, and detailed herein and shall meet all service and delivery timelines as specified by this Contract.

A.2. ARCHIBUS Technical Environment. The Contractor is responsible for ensuring that, on an ongoing basis, the ARCHIBUS solution provided will operate within the State's technical environment. As such, the Contractor will provide support for the ARCHIBUS solution while in operation in the current environment, in the target environment, and while migrating between the current and target technical environments. The remainder of this Section A.2., ARCHIBUS Technical Environment, provides information related to the technical environment in which the ARCHIBUS solution currently operates and the technical environment to which the State intends to migrate. Further, because it is the State's intent to migrate its Capital Projects Management solution (PITS) to the ARCHIBUS solution as soon as possible, information about the PITS current environment is included. This information is provided to more fully describe the State's expectations to the Contractor. However, this information is not all-inclusive and does not serve to limit the scope of services required of the Contractor related to this Section A.2., ARCHIBUS Technical Environment.

a. ARCHIBUS and PITS Current Technical Environment.

The ARCHIBUS data is currently stored in a [REDACTED] database located on a [REDACTED] server. The ARCHIBUS application (ARCHIBUS release 16 plus customizations) resides on a [REDACTED] application server. Note that the database is a version 15 data structure. The ARCHIBUS application is accessed from client PC's within the State's network. The client PCs run under the [REDACTED] operating system and have a minimum of a 1.2 GHz processor and 256 megabytes of random access memory with an AutoCAD overlay.

All custom reports are currently written in Crystal Reports. Background printing does not interfere with the use of the system. Batch processing, if required, is completed between the hours of 6:00 p.m. and 6:00 a.m. Central Time.

The PITS data is currently stored in a [REDACTED] database located on a [REDACTED] server. PITS is an Intranet application. The PITS application currently resides on a [REDACTED]. The application is accessed from client PCs within the State's network. The client side of the application uses Internet Explorer 5.5 or higher. [REDACTED] and [REDACTED] web server or higher are currently used. The client PCs run under the [REDACTED] operating system and have a minimum of a 1.2 GHz processor and 256 megabytes of random access memory.

All PITS reports are currently written in Active Reports 2.0.0.1137, and require [REDACTED] and [REDACTED]. Any background printing does not interfere

with the solution. Batch processing, if required, is completed between the hours of 6:00 p.m. 6:00 a.m. Central Time.

b. ARCHIBUS Target Technical Environment.

As addressed in Section A.6., ARCHIBUS Software Licensing and Upgrades, the State intends to upgrade to the current release of ARCHIBUS (version 19.1 at the time of preparing this RFP 32107.00211 for release), purchase additional ARCHIBUS components as required to meet the State's business needs, and to remain current in regards to applying upgrades and installing new releases. As such, the target technical environment will support the use of an Intranet solution.

The ARCHIBUS data will reside on a [REDACTED] or higher database server with [REDACTED] or higher operating system. The application software will reside on a separate [REDACTED] server utilizing [REDACTED] or greater. The State recognizes ARCHIBUS version 19.1 requires the use of a [REDACTED] application server. The State requires the application to use [REDACTED] or greater and strongly prefers the use of [REDACTED] or greater supported version of [REDACTED]. All application execution must occur behind the State's firewall. The application must support access via Microsoft Internet Explorer 7.0 or higher.

During the transition from version 16 to version 19.1 (or the then current release), the application will continue to be accessed from client PCs within the State's network. So long as this is necessary, the application must continue to support access from client PCs with a minimum of a 1.2 GHz processor, 256 megabytes of random access memory, and [REDACTED] or higher operating system.

The State's current implementation of ARCHIBUS is highly customized. However, it is the State's intent to implement the product as a n "out-of-the-box", configurable solution. Any customizations needed to provide the State with the desired functionality must be approved by the State prior to development.

The application will be compliant with the State's Enterprise Information Security Policies. At a minimum, the application must be a secure application that utilizes Secure Socket Layers (SSL) or Transport Layer Security (TLS), with an encryption level of 128 bit. Further, the application must be available to users twenty-four hours per day, seven days per week (24/7). The Contractor may request a copy of the Enterprise Information Security Policies by submitting a written request to the contact listed in Section E.2., Communications and Contacts.

All new reports must be written in Crystal Reports. Any background printing must not interfere with the use of the system. If batch processing is required, it must be completed between the hours of 6:00 p.m. and 6:00 a.m. Central Time.

The State is currently using [REDACTED] and [REDACTED] the installation of which is collectively known as Edison. As addressed in Section A.3., Edison Data Exchange, the State intends to exchange certain data between the ARCHIBUS solution and Edison as required to meet the State's business needs.

A.3. Edison Data Exchange. The Contractor will develop the means by which data is exchanged between the ARCHIBUS solution and Edison. The data to be exchanged could include, but is not limited to information related to the following,

- Capital projects: Creation and maintenance of information about contracts, contractors, projects, project funding, project expenditures, purchase orders, journals, accounts payable, invoicing, and payments.
- Leases (as Lessor and Lessee): Creation and maintenance of information about contracts, contractors, lease payments, lease collections, utility/expense payments, accounts payable, accounts receivable, property profiles, occupants, and occupancy.

The exchange of data will be bi-directional. Some data will originate in the ARCHIBUS solution and be passed to Edison; data to be exchanged will also originate in Edison and be passed to

ARCHIBUS. It is the State's intent that the data exchange will be accomplished through the use of flat files that are processed in the ARCHIBUS solution and/or Edison between the hours of 6:00 p.m. and 6:00 a.m. Central Time. The layout of the flat files to be exchanged must conform to State specifications for the Edison Interface File Layouts, as they may be modified from time to time as required by version updates/upgrades. Specification and delivery will be requested and accomplished as described in Section A.13., ARCHIBUS Statement of Work Process.

- A.4. Disaster Recovery. System operations must provide the capability to recover from disaster. A daily backup of the entire system must be executable by the State and completed between the hours of 6:00 p.m. and 6:00 a.m. Central Time. The system must create and designate, by standard names, daily backups. The State is responsible for off-site storage facilities and off-site storage on a weekly basis.
- A.5. Non-standard Software. The Contractor may propose the use of software product(s) in addition to or in lieu of State standard software product(s), as described in Section E.16., Non-State Standard Software or Hardware.
- A.6. ARCHIBUS Software Licensing and Upgrades. The Contractor will provide the State with licenses for the currently marketed release(s) of ARCHIBUS software modules and Application Connection Points (ACPs) as of the request date at a cost according to Section C.3.b.(1) of this contract. The Contractor will provide to the State subscriptions to the ARCHIBUS Software Subscription Program for the software modules and ACPs licensed at a cost per Section C.3.b.(2) of this contract.

The software module and ACP licenses provided, and the subscriptions to the ARCHIBUS Software Subscription Program, are the property of the State upon payment of the Contractor's invoice for said item(s). The subscription in the ARCHIBUS Software Subscription Program entitles the State to all the rights and privileges of such subscription, as defined by the ARCHIBUS software manufacturer, including but not limited to receiving any upgrades, software fixes, and/or performance enhancement releases that may be issued by the ARCHIBUS software manufacturer during the subscription period.

In all cases in which licensing or subscription line items (refer to Sections C.3.b.(1) and C.3.b.(2) below) feature tiered pricing (e.g., cost per 10, 50, 100, etc. users) as reflected in the Catalog of Services, the State reserves the right to purchase such licenses or subscriptions using the combination(s) of tiered user counts that provide the State with the most favorable pricing.

- A.7. ARCHIBUS Technical Support. The Contractor will provide ARCHIBUS technical support to the State, including, but not limited to, telephone support and email support during the contract period. Technical support is intended to provide State staff (business and technical) with a means to obtain answers to questions about the use and support of the ARCHIBUS solution. Technical support is not intended to be the means by which other services outlined within this Contract's Scope of Services are provided.

Specifically, technical support is NOT the provision of:

- 1) On-site assistance with the installation/implementation of software upgrades and new releases;
- 2) On-site assistance related to recovery of the ARCHIBUS solution from a disaster;
- 3) ARCHIBUS solution performance measurement and optimization (refer to Section A.8.);
- 4) Training services and documentation (refer to Section A.9.);
- 5) Programming, configuration and customization services (refer to Section A.10.);
- 6) Problem resolution and response, although the identification or recognition of a problem in need of resolution and response may occur as a result of a technical support incident (refer to Section A.11.).
- 7) CAD-related ARCHIBUS services (refer to Section A.12.).

Specification and delivery of the above listed services indicated to be NOT considered technical support will be requested and accomplished as described in Section A.13., ARCHIBUS Statement of Work Process.

Technical support will be made available during the hours of 6:00 a.m. CST and 6:00 p.m. CST, Monday through Friday, excluding those days designated by the State as holidays. The State will designate a limited number of employees (ten (10) or less) who will be authorized to make use of the Contractor's technical support services. The form included as Attachment E will be completed and provided to the Contractor upon contract execution, and a current copy will be maintained in the contract file throughout the life of the contract.

In order for the technical support service to be considered available, the Contractor's technical support operation must be staffed with personnel who are qualified to answer the more commonly asked questions related to the use of ARCHIBUS, and are reasonably accessible during the hours and on the days indicated above. Reasonable accessibility is defined as, at a minimum, able to receive messages, either email or voice mail, and reply within one hour of message receipt or by 9:00 a.m. CST on the next business day if the message is delivered after 5:00 p.m. CST.

- A.8. ARCHIBUS Solution Performance. The Contractor will assist the State to evaluate the performance of the ARCHIBUS solution and provide to the State recommendations for optimizing performance. The State stipulates that the performance of the current ARCHIBUS solution has not been measured. However, as the ARCHIBUS solution is migrated to the target environment, measurement and optimization of the solution's performance will be requested. Specification and delivery of services as described in this Section A.8. will be requested and accomplished as described in Section A.13., ARCHIBUS Statement of Work Process.

At such time as the solution's performance and optimization effort is to begin, the State will define performance objectives in the Capacity Evaluation Plan. The Contractor will be provided this documentation prior to beginning the performance measurement and optimization effort, and will be allowed the opportunity to recommend revisions to the Capacity Evaluation Plan. Final approval of the Capacity Evaluation Plan rests solely with the State.

Once the Capacity Evaluation Plan is finalized, the Contractor will assist the State to evaluate key performance factors, including but not limited to:

- 1) Resource utilization – disk space, CPU utilization, available memory, memory utilization, and network utilization;
- 2) Processing – database sessions versus user sessions, transaction volumes, response times (end to end), input/output activity, and web server processes, including active execute queues, connections, garbage collection, idle threads, memory usage, server request time, sockets, throughput;
- 3) Installation – time to connect on first connection and on subsequent updates under the following scenarios: from within the State network and from home/mobile connections using a minimum of a 56K modem speed.

The Contractor will prepare, and submit to the State for review and approval, a Performance Evaluation Report that presents the findings of the evaluation of the solution's performance. The Performance Evaluation Report should provide documentation of the results of the evaluation, showing actual performance results in comparison to the performance objectives as defined in the Capacity Evaluation Plan. Any proposed network addition must be able to integrate with the existing State network. Detailed documentation must be provided, demonstrating how the network will achieve the desired response time. All calculations and assumptions are to be shown. The documentation shall, at minimum, show line speeds, devices supported per circuit and per location, routing, average and peak traffic load and average and worst case response times.

- A.9. ARCHIBUS Training Services and Documentation. The Contractor will provide training services to the State related to the use of the ARCHIBUS software and/or the business solutions implemented using ARCHIBUS. Training services for the State's technical staff will be provided, as requested. Training may be conducted on-site or through live-linked or WebEx training sessions. The Contractor will be compensated per training day, as defined Section C.3.d. Specification and delivery of ARCHIBUS training services will be requested and accomplished as described in Section A.13., ARCHIBUS Statement of Work Process.

The Contractor will provide any and all documentation pertaining to the ARCHIBUS software and all future documentation that is part of the ARCHIBUS software. Documentation, for purposes of this Section A.9., includes but is not limited to:

- 1) User Manual
- 2) Quick Reference User's Card
- 3) Operations Manual
- 4) Procedure Manual

The Contractor will provide that documentation which is provided by the software manufacturer with the purchase of the ARCHIBUS software to the State at no additional cost. Documentation of the ARCHIBUS solution that is prepared by the Contractor for use by the State, and that is above and beyond that which is provided by the ARCHIBUS software manufacturer will be requested and accomplished as described in Section A.13., ARCHIBUS Statement of Work Process.

The content of these manuals should be written in easy to understand language and include useful graphic presentations. The Contractor must provide to the State for its exclusive use two (2) electronic copies of all documentation. Further, if changes to the manuals are required as a result of changes made to ARCHIBUS (refer to Section A.10., Programming, Configuration and Customization Services), the updated documentation must be provided to the State as required by this Section A.9.

- A.10. Programming, Configuration and Customization Services. The Contractor will provide to the State programming, configuration and customization services, including but not limited to the following:

- 1) On-site assistance with the installation/implementation of software upgrades and new releases;
- 2) Provision of recommended implementation procedures for the effective utilization of ARCHIBUS;
- 3) Configuration of system functionality;
- 4) Conversion of existing database information into ARCHIBUS;
- 5) Creation of custom reports;
- 6) Modification of custom reports;
- 7) Conversion of custom reports to Crystal Reports;
- 8) Creation of custom code and/or database tables;
- 9) Modification of custom code and/or database tables.

The programming, configuration and customization services provided by the Contractor may result from a need to replace, repair, correct, modify, or otherwise update the existing ARCHIBUS solution. These services may also result from the State's request to enhance the ARCHIBUS solution. Regardless of the reason for the programming, configuration and customization services, specification and delivery of these above listed services will be requested and accomplished as described in Section A.13., ARCHIBUS Statement of Work Process.

The Contractor is required to fully test and review all programming, configuration and customization prior to delivery to the State. This may include, at the State's option, unit testing,

integration testing, system testing, capacity testing, and regression testing. The Contractor is required to establish and maintain the technical environment necessary to enable this testing to be performed on the Contractor's premises. The Contractor will deliver documentation of the testing effort performed, and the testing results, upon delivery to the State of the programming, configuration and customization.

It is the State's expectation that all programming, configuration and customization will function accurately and without error at the time of delivery to the State. The State will perform testing to verify accurate and error free function; however, it is the State's expectation that few if any issues are identified as a result of the State's testing. If any issues are identified as a result of the State's testing, these issues will be resolved by the Contractor in a most timely manner.

- A.11. Problem Reporting and Response. The Contractor will respond to problem reports in an orderly and timely manner. A problem is defined as a failure of the solution, in whole or in part, or the solution's generation of an incorrect or inconsistent result. Problems are not defined as less than desirable or less than preferable processing, reporting, or presentation of data by the solution; these are enhancements (refer to severity level 4 below).

Problems may be identified through a number of means. Regardless of the means of identification, once a problem is identified, the State will log the problem by assigning the incident a unique incident number. The State will assign a severity level (refer to the severity level definitions below) to the problem at the time the incident is logged. The resulting incident log is the official record of outstanding issues to be addressed between the State and the Contractor. The State may in the future choose to use the State's Integrated Help Desk, which utilizes Remedy software, to facilitate the incident logging, reporting, response, and tracking.

The State will report a problem to the Contractor by emailing a description of the problem to the Contractor's designated staff. In the case of an urgent problem, the State will also contact the Contractor's designated staff by telephone. The State will designate a limited number of staff (less than ten (10)) that is authorized to report problems to the Contractor (reference Attachment B to this contract). This same staff is the State's designee for receiving the Contractor's response to a problem report. The Contractor will designate to the State a limited number of staff (less than ten (10)) that is authorized to receive problems reports from the State. This same staff is the Contractor's designee for submitting to the State the Contractor's response to a problem report.

Severity Level Definitions

Severity 1: results in the failure of the complete solution. There is no acceptable alternative that will yield the desired result.

Severity 2: results in the complete failure of a subsystem, key business or technical function, or of a software unit within the system. There is no way to make the failed component(s) work. However, there is a documented, acceptable alternative that will yield the desired result. Note that if there is not a documented, acceptable alternative that will yield the desired result, the incident will be reclassified as a Severity 1 deficiency.

Severity 3: results in the system or a unit of the system producing incorrect, incomplete, or inconsistent results; however, does not result in the failure of the complete software system (Severity 1), or of a subsystem, key business or technical function, or software unit within the system (Severity 2). There is a documented, acceptable alternative that will yield the desired result. Note that if there is not a documented, acceptable alternative that will yield the desired result, the incident will be reclassified as a Severity 2 deficiency.

Severity 4: results in a less than desirable or less than preferable processing, reporting, or presentation of data by the system, whether upon input or after storage in the database; however, does not result in the failure of the complete software system (Severity 1), or of a subsystem, key business or technical function, or software unit within the system (Severity 2), or the system or a unit of the system producing incorrect, incomplete, or inconsistent results (Severity 3). There is a documented, acceptable alternative that will yield the desired result.

Note that if there is not a documented, acceptable alternative that will yield the desired result, the incident will be reclassified as a Severity 3 deficiency.

For purposes of this Section A.11., as used in the description of the problem classification levels, final determination of the acceptability of an alternative rests solely with the State.

The Contractor will respond to the problem report as described below, depending upon the assigned severity level. In the event that the Contractor cannot resolve the deficiency within the indicated timeframe, through no fault of the Contractor, then the Contractor may request the State to grant an extension in writing; the State shall not unreasonably deny such requests.

	Severity 1 Problem	Severity 2 Problem	Severity 3 Problem	Severity 4 Problem
Acknowledgement of Receipt of Problem Report	Within the same business day of receiving the problem report.	Within one (1) business day of receiving the problem report.	Within one (1) business day of receiving the problem report.	Within one (1) business day of receiving the problem report. Indication should be given of whether or not resolution to the deficiency will be addressed with the next major product release.
Resolution of the Deficiency	Within one (1) business day from the time of first reporting or prior to the end of the contract term, whichever comes first.	Within five (5) business days from the time of first reporting or prior to the end of the contract term, whichever comes first	Within thirty (30) calendar days from the time of first reporting or prior to the end of the contract term, whichever comes first	If the resolution will not be made with the next major product release, only as requested via an ARCHIBUS Statement of Work (refer to Section A.13., <u>ARCHIBUS Statement of Work Process</u>)
Pre-Authorization to Incur Billable Hours	No more than eight (8) hours total billable effort to resolve the deficiency. A detailed statement of the actual effort incurred must be provided within two (2) business days from the time of first reporting. If the effort required to resolve the deficiency is more than eight (8) hours, there is no pre-authorization to proceed.	None	None	None
Estimate of Total Billable Effort Required to Resolve the Deficiency (refer to Section A.13.,	Not required if the total billable effort to resolve the deficiency is no more than eight (8) hours. Else, within	Within two (2) business days from the time of first reporting.	Within five (5) business days from the time of first reporting	Only as requested via an ARCHIBUS Statement of Work (refer to Section A.13., <u>ARCHIBUS Statement of Work</u>

ARCHIBUS Statement of Work Process)	one (1) business day from the time of first reporting.			<u>Process)</u>
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A.12. CAD-related Services. The Contractor shall provide CAD-related services, including but not limited to the following:

- 1) Creating AutoCAD floor plans from existing paper documents and for buildings that do not have existing paper documents.
- 2) Field verifying and updating existing AutoCAD floor plans and/or adding floor gross/care areas.
- 3) Adding departmental and/or gross areas to existing and/or new AutoCAD drawings and linking those to the ARCHIBUS solution, providing usable/rentable measurement per department, per floor, and per building.

Specification and delivery of the above listed services will be requested and accomplished as described in Section A.13., ARCHIBUS Statement of Work Process.

A.13. ARCHIBUS Statement of Work Process. All consulting services provided by the Contractor, excluding technical support (refer to Section A.7.), will be specified and delivered as requested in an ARCHIBUS Statement of Work (SOW). The services under the SOW will be performed by ARCHIBUS Support Staff with the skill sets listed in Section A.14. The ARCHIBUS Statement of Work form is included as Attachment D.

The State will submit an SOW to the Contractor by either faxing, or scanning and emailing the form to the Contractor's designated staff. In the case of a Contractor initiated SOW, the Contractor will either fax, or scan and email the form to the State's designated staff. The State will designate a limited number of staff (less than ten (10)) that is authorized to submit SOW's to the Contractor. This same staff is the State's designee for receiving the Contractor's detailed estimate and maximum cost assertion. The Contractor will designate to the State a limited number of staff (less than ten (10)) that is authorized to receive SOW's from the State. This same staff is the Contractor's designee for submitting to the State the Contractor's detailed estimate and maximum cost assertion. The form included as Attachment E will be completed and provided to the Contractor upon contract execution, and a current copy will be maintained in the contract file throughout the life of the contract.

The ARCHIBUS Statement of Work consists of the enumerated information below and is completed as follows:

- 1) Description of service requested (provided by the State), including any and all deliverables, specification of the programming, configuration and customization, etc., as applicable, conditions for acceptance, and the desired completion date;
- 2) Contractor's detail estimate of the effort required to deliver the service requested, which includes an itemized list of the support roles (refer to Section A.14) and associated costs that make up the maximum cost to deliver the service;
- 3) Assertion from the Contractor of the maximum cost to deliver the service requested;
- 4) Authorization to proceed from the State indicated by signature from the State's contact in Section E.2., Communications and Contacts.

Both the State and the Contractor may initiate the ARCHIBUS Statement of Work process. The Contractor may initiate the ARCHIBUS Statement of Work process as a result of a problem report with two exceptions:

- 1) A Severity 1 problem has been reported and the effort required to resolve the incident is no more than eight (8) hours total billable effort (No SOW required);
- 2) A Severity 4 problem has been reported (State initiated).

Reference Section A.11., Problem Reporting and Response for more information.

The State will initiate the ARCHIBUS Statement of Work process as a result of a Severity 4 problem report and in all circumstances not involving a problem report.

With a State initiated SOW, the State will provide a detailed description of the service requested. This description will be provided to the Contractor for use in the preparation of a detailed estimate of the effort. In the case of an SOW being prepared as a result of a problem report (Contractor initiated), the description of the service requested is the information contained in the problem report.

A detailed estimate is then prepared by the Contractor based upon the description of the service requested, and the units and per unit cost as described in Section C.3. The Contractor will also sign the ARCHIBUS Statement of Work indicating the maximum cost to the State to have the Contractor deliver the service requested. In order to prepare the detailed estimate, the Contractor is authorized to incur up to four (4) hours total billable effort per SOW. These billable hours should be itemized separately in the detailed estimate provided via the SOW.

For an ARCHIBUS Statement of Work being prepared as the result of a problem report, the Contractor will return the completed SOW to the State as outlined in Section A.11., Problem Reporting and Response. For all other ARCHIBUS Statements of Work being prepared, the Contractor will return the completed SOW to the State within five (5) business days of receipt of the SOW by the Contractor. The State will either authorize the Contractor to proceed with the service requested or cancel the Statement of Work with no further action on the part of the Contractor required. Should the State choose to cancel the Statement of Work, the Contractor will be compensated for the actual effort (up to four (4) hours) incurred to prepare the detailed estimate that was included in the canceled Statement of Work.

- A.14. ARCHIBUS Support Staff Skills and Experience. The Contractor will staff the support roles defined in Sections III and IV of Attachment C, Catalog of Services, with person(s) having skills and experience as follows:

Support Role	Skills and Experience Level Required
Technical Support	Five (5) years combined experience using ARCHIBUS as an end user and a system administrator.
Project Manager	Ten (10) years combined experience leading, managing and coordinating comparably scaled installations of ARCHIBUS, which involved configuration, programming, and customization, and solution performance evaluation and optimization, of which five (5) years must include above activities for a state government.
System Engineer	Ten (10) years combined experience configuring, programming, and customizing ARCHIBUS, solution performance evaluation and optimization, and preparing technical, system administration, and system user documentation.
System Programmer	Five (5) years combined experience configuring, programming, and customizing ARCHIBUS and ARCHIBUS databases.
Senior CAD Technician	Five (5) years combined experience creating AutoCAD floor plans from existing paper documents and for buildings that do not have existing paper documents; field verifying and updating existing AutoCAD floor plans and/or adding floor gross/care areas; adding departmental and/or gross areas to existing and/or new AutoCAD drawings and linking those to the ARCHIBUS solution, providing usable/rentable measurement per department, per floor, and per building.
CAD Technician	Two (2) years combined experience creating AutoCAD floor plans from existing paper documents and for buildings that do not have existing paper documents; field verifying and updating existing

	AutoCAD floor plans and/or adding floor gross/care areas; adding departmental and/or gross areas to existing and/or new AutoCAD drawings and linking those to the ARCHIBUS solution, providing usable/rentable measurement per department, per floor, and per building.
Support Role	Skills and Experience Level Required
Training	Five (5) years experience conducting classroom and/or WebEx training, with two (2) of these years being from conducting such training on the ARCHIBUS software modules.
Estimating	Five (5) years combined experience leading, managing and coordinating comparably scaled installations of ARCHIBUS, which involved configuration, programming, and customization, and solution performance evaluation and optimization.

B. CONTRACT PERIOD:

This Contract shall be effective for the period beginning April 2, 2012, and ending on April 1, 2017. The Contractor hereby acknowledges and affirms that the State shall have no obligation for services rendered by the Contractor which were not performed within this specified contract period.

C. PAYMENT TERMS AND CONDITIONS:

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

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

- C.2. Compensation Firm. The payment rates and the maximum liability of the State under this Contract are firm for the duration of the Contract and are not subject to escalation for any reason unless amended.
- C.3. Payment Methodology. The Contractor shall be compensated based on the payment rates herein for units of service authorized by the State in a total amount not to exceed the Contract Maximum Liability established in section C.1.
- a. The Contractor's compensation shall be contingent upon the satisfactory completion of units, milestones, or increments of service defined in Section A.
 - b. The Contractor shall be compensated for said units, milestones, or increments of service based up on the payment rates indicated in Attachment C, Catalog of Services, and as follows:
 - (1) The Contractor will be compensated for ARCHIBUS software modules and ACPs on a one-time charge, per license basis, payable at such time as the software is

delivered to the State and available for installation. The version of the software to be purchased is as per Section A.6., ARCHIBUS Software Licensing and Upgrades.

- (2) The Contractor will be compensated on a recurrent, per license per year basis for subscriptions to the ARCHIBUS Software Subscription Program (refer to Section A.6., ARCHIBUS Software Licensing and Upgrades).

The first annual payment will be payable at such time as the subscription is activated and available for use by the State. If there is less than one year from the date at which a new subscription becomes payable, and the annual renewal date for all of her subscriptions the State has previously purchased, the first annual payment will be prorated such that all subscriptions are annually renewed on the same date.

The Contractor will be compensated annually for each additional year that the State is subscribed to the ARCHIBUS Software Subscription Program, so long as the subscription remains activated and available for use by the State.

- (3) The Contractor will be compensated for limited technical support as defined in Section A.7., ARCHIBUS Technical Support, on a per hour basis, payable monthly upon invoicing.
- (4) The Contractor will be compensated for consulting services provided resulting from work authorized through an ARCHIBUS Statement of Work, payable upon the State's acceptance of the deliverables required by the Statement of Work (refer to Section A.13., ARCHIBUS Statement of Work Process).

- c. The Contractor shall not be compensated for travel time to the primary location of service provision.
- d. A "day" shall be defined as a minimum of eight (8) hours of service. If the Contractor provides fewer than eight hours of service in a standard twenty-four hour day, the Contractor shall bill *pro rata* for only those portions of the day in which service was actually delivered. The Contractor shall not bill more than the daily rate even if the Contractor works more than eight hours in a day.

C.4. Travel Compensation.

- a. Compensation to the Contractor for travel, meals, or lodging shall be subject to amounts and limitations specified in the "State Comprehensive Travel Regulations," as they are amended from time to time.
- b. The Contractor must include (in addition to other invoice requirements of this Contract) a complete itemization of travel compensation requested in accordance with and attaching to the invoice appropriate documentation and receipts as required by the above-referenced "State Comprehensive Travel Regulations."
- c. The Contractor will be reimbursed for travel involved in providing onsite support only when requested by the State and authorized by email from the State's contact in Section E.2., Communications and Contacts. Such travel will always result from an authorized ARCHIBUS Statement of Work (refer to Section A.13., ARCHIBUS Statement of Work Process).

- C.5. Invoice Requirements. The Contractor shall invoice the State only for completed increments of service and for the amount stipulated in section C.3, above, and present said invoices no more often than monthly, with all necessary supporting documentation, to:

Brad Taylor, IT Director
 Department of General Services
 312 Rosa L. Parks Avenue, 24th Floor
 Nashville, TN 37243

- a. Each invoice shall clearly and accurately detail all of the following required information (calculations must be extended and totaled correctly).
- (1) Invoice Number (assigned by the Contractor)
 - (2) Invoice Date
 - (3) Contract Number (assigned by the State)
 - (4) Customer Account Name: Department of General Services, Information Technology Management
 - (5) Customer Account Number (assigned by the Contractor to the above-referenced Customer)
 - (6) Contractor Name
 - (7) Contractor Federal Employer Identification, Social Security, or Tennessee Edison Registration ID Number Referenced in Preamble of this Contract
 - (8) Contractor Contact for Invoice Questions (name, phone, and/or fax)
 - (9) Contractor Remittance Address
 - (10) Description of Delivered Service
 - (11) Complete Itemization of Charges, which shall detail the following:
 - i. Service or Milestone Description (including name & title as applicable) of each service invoiced
 - ii. Number of Completed Units, Increments, Hours, or Days as applicable, of each service invoiced
 - iii. Applicable Payment Rate (as stipulated in Section C.3.) of each service invoiced
 - iv. Amount Due by Service
 - v. Total Amount Due for the invoice period
- b. The Contractor understands and agrees that an invoice under this Contract shall:
- (1) include only charges for service described in Contract Section A and in accordance with payment terms and conditions set forth in Contract Section C;
 - (2) only be submitted for completed service and shall not include any charge for future work;
 - (3) not include sales tax or shipping charges; and
 - (4) initiate the timeframe for payment (and any discounts) only when the State is in receipt of the invoice, and the invoice meets the minimum requirements of this section C.5.
- C.6. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any payment, invoice, or matter in relation thereto. A payment by the State shall not be construed as acceptance of any part of the work or service provided or as approval of any amount invoiced.
- C.7. Invoice Reductions. The Contractor's invoice shall be subject to reduction for amounts included in any invoice or payment theretofore made which are determined by the State, on the basis of audits conducted in accordance with the terms of this Contract, not to constitute proper remuneration for compensable services.
- C.8. Deductions. The State reserves the right to deduct from amounts, which are or shall become due and payable to the Contractor under this or any contract between the Contractor and the State of Tennessee any amounts, which are or shall become due and payable to the State of Tennessee by the Contractor.

- C.9. Prerequisite Documentation. The Contractor shall not invoice the State under this Contract until the State has received the following documentation properly completed.
- a. The Contractor shall complete, sign, and present to the State an "Authorization Agreement for Automatic Deposit (ACH Credits) Form" provided by the State. By doing so, the Contractor acknowledges and agrees that, once said form is received by the State, all payments to the Contractor, under this or any other contract the Contractor has with the State of Tennessee shall be made by Automated Clearing House (ACH).
 - b. The Contractor shall complete, sign, and present to the State a "Substitute W-9 Form" provided by the State. The taxpayer identification number detailed by said form must agree with the Contractor's Federal Employer Identification Number or Tennessee Edison Registration ID referenced in this Contract.

D. STANDARD TERMS AND CONDITIONS:

- D.1. Required Approvals. The State is not bound by this Contract until it is signed by the contract parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this contract, said officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.2. Modification and Amendment. This Contract may be modified only by a written amendment signed by all parties hereto and approved by both the officials who approved the base contract and, depending upon the specifics of the contract as amended, any additional officials required by Tennessee laws and regulations (said officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.3. Termination for Convenience. The State may terminate this Contract without cause for any reason. Said termination shall not be deemed a breach of contract by the State. The State shall give the Contractor at least thirty (30) days written notice before the effective termination date. The Contractor shall be entitled to compensation for satisfactory, authorized service completed as of the termination date, but in no event shall the State be liable to the Contractor for compensation for any service which has not been rendered. Upon such termination, the Contractor shall have no right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- D.4. Termination for Cause. If the Contractor fails to properly perform its obligations under this Contract in a timely or proper manner, or if the Contractor violates any terms of this Contract, the State shall have the right to immediately terminate the Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the above, the Contractor shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Contract by the Contractor.
- D.5. Subcontracting. The Contractor shall not assign this Contract or enter into a subcontract for any of the services performed under this Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, each shall contain, at a minimum, sections of this Contract below pertaining to "Conflicts of Interest," "Nondiscrimination," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Contractor shall be the prime contractor and shall be responsible for all work performed.
- D.6. Conflicts of Interest. The Contractor warrants that no part of the total Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Contractor in connection with any work contemplated or performed relative to this Contract.

The Contractor acknowledges, understands, and agrees that this Contract shall be null and void if the Contractor is, or within the past six months has been, an employee of the State of Tennessee or if the Contractor is an entity in which a controlling interest is held by an individual who is, or within the past six months has been, an employee of the State of Tennessee.

- D.7. Nondiscrimination. The Contractor hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the Contractor on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law. The Contractor shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.8. Prohibition of Illegal Immigrants. The requirements of *Tennessee Code Annotated*, Section 12-4-124, *et seq.*, addressing the use of illegal immigrants in the performance of any Contract to supply goods or services to the state of Tennessee, shall be a material provision of this Contract, a breach of which shall be grounds for monetary and other penalties, up to and including termination of this Contract.
- a. The Contractor hereby attests, certifies, warrants, and assures that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this Contract. The Contractor shall reaffirm this attestation, in writing, by submitting to the State a completed and signed copy of the document at Attachment A, hereto, semi-annually during the period of this Contract. Such attestations shall be maintained by the Contractor and made available to state officials upon request.
 - b. Prior to the use of any subcontractor in the performance of this Contract, and semi-annually thereafter, during the period of this Contract, the Contractor shall obtain and retain a current, written attestation that the subcontractor shall not knowingly utilize the services of an illegal immigrant to perform work relative to this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant to perform work relative to this Contract. Attestations obtained from such subcontractors shall be maintained by the Contractor and made available to state officials upon request.
 - c. The Contractor shall maintain records for all personnel used in the performance of this Contract. Said records shall be subject to review and random inspection at any reasonable time upon reasonable notice by the State.
 - d. The Contractor understands and agrees that failure to comply with this section will be subject to the sanctions of *Tennessee Code Annotated*, Section 12-4-124, *et seq.* for acts or omissions occurring after its effective date. This law requires the Commissioner of Finance and Administration to prohibit a contractor from contracting with, or submitting an offer, proposal, or bid to contract with the State of Tennessee to supply goods or services for a period of one year after a contractor is discovered to have knowingly used the services of illegal immigrants during the performance of this Contract.
 - e. For purposes of this Contract, "illegal immigrant" shall be defined as any person who is not either a United States citizen, a Lawful Permanent Resident, or a person whose physical presence in the United States is authorized or allowed by the federal Department of Homeland Security and who, under federal immigration laws and/or regulations, is authorized to be employed in the U.S. or is otherwise authorized to provide services under the Contract.
- D.9. Records. The Contractor shall maintain documentation for all charges under this Contract. The books, records, and documents of the Contractor, insofar as they relate to work performed or money received under this Contract, shall be maintained for a period of three (3) full years from

the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the State, the Comptroller of the Treasury, or their duly appointed representatives. The financial statements shall be prepared in accordance with generally accepted accounting principles.

- D.10. Prevailing Wage Rates. All contracts for construction, erection, or demolition or to install goods or materials that involve the expenditure of any funds derived from the State require compliance with the prevailing wage laws as provided in *Tennessee Code Annotated*, Section 12-4-401, *et seq.*
- D.11. Monitoring. The Contractor's activities conducted and records maintained pursuant to this Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.12. Progress Reports. The Contractor shall submit brief, periodic, progress reports to the State as requested.
- D.13. Strict Performance. Failure by any party to this Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Contract shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties hereto.
- D.14. Independent Contractor. The parties hereto, in the performance of this Contract, shall not act as employees, partners, joint venturers, or associates of one another. It is expressly acknowledged by the parties hereto that such parties are independent contracting entities and that nothing in this Contract shall be construed to create an employer/employee relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.
- The Contractor, being an independent contractor and not an employee of the State, agrees to carry adequate public liability and other appropriate forms of insurance, including adequate public liability and other appropriate forms of insurance on the Contractor's employees, and to pay all applicable taxes incident to this Contract.
- D.15. State Liability. The State shall have no liability except as specifically provided in this Contract.
- D.16. Force Majeure. The obligations of the parties to this Contract are subject to prevention by causes beyond the parties' control that could not be avoided by the exercise of due care including, but not limited to, natural disasters, riots, wars, epidemics, or any other similar cause.
- D.17. State and Federal Compliance. The Contractor shall comply with all applicable State and Federal laws and regulations in the performance of this Contract.
- D.18. Governing Law. This Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The Contractor agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Contract. The Contractor acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising therefrom, shall be subject to and limited to those rights and remedies, if any, available under *Tennessee Code Annotated*, Sections 9-8-101 through 9-8-407.
- D.19. Completeness. This Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions of the parties' agreement. This Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.

- D.20. Severability. If any terms and conditions of this Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions hereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this Contract are declared severable.
- D.21. Headings. Section headings of this Contract are for reference purposes only and shall not be construed as part of this Contract.

E. SPECIAL TERMS AND CONDITIONS:

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

The State:

Brad Taylor, IT Director
 Department of General Services
 312 Rosa L. Parks Avenue, 24th Floor, Nashville, TN 37243
brad.taylor@tn.gov
 Telephone # (615) 741-1889
 FAX # (615) 741-1789

The Contractor:

Contractor Contact Name & Title
Contractor Name
Address
Email Address
Telephone # Number
FAX # Number

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

- E.3. Subject to Funds Availability. The Contract is subject to the appropriation and availability of State and/or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate the Contract upon written notice to the Contractor. Said termination shall not be deemed a breach of Contract by the State. Upon receipt of the written notice, the Contractor shall cease all work as associated with the Contract. Should such an event occur, the Contractor shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Contractor shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- E.4. Tennessee Consolidated Retirement System. The Contractor acknowledges and understands that, subject to statutory exceptions contained in *Tennessee Code Annotated*, Section 8-36-801, *et. seq.*, the law governing the Tennessee Consolidated Retirement System (TCRS), provides that if a retired member of TCRS, or of any superseded system administered by TCRS, or of any local retirement fund established pursuant to *Tennessee Code Annotated*, Title 8, Chapter 35,

Part 3 accepts state employment, the member's retirement allowance is suspended during the period of the employment. Accordingly and notwithstanding any provision of this Contract to the contrary, the Contractor agrees that if it is later determined that the true nature of the working relationship between the Contractor and the State under this Contract is that of "employee/employer" and not that of an independent contractor, the Contractor, if a retired member of TCRS, may be required to repay to TCRS the amount of retirement benefits the Contractor received from TCRS during the period of this Contract.

E.5. Insurance. The Contractor shall carry adequate liability and other appropriate forms of insurance.

a. The Contractor shall maintain, at minimum, the following insurance coverage:

- (1) Workers' Compensation/ Employers' Liability (including all states coverage) with a limit not less than the relevant statutory amount or one million dollars (\$1,000,000) per occurrence for employers' liability whichever is greater.
- (2) Comprehensive Commercial General Liability (including personal injury & property damage, premises/operations, independent contractor, contractual liability and completed operations/products) with a bodily injury/property damage combined single limit not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate.
- (3) Automobile Coverage (including owned, leased, hired, and non-owned vehicles) with a bodily injury/property damage combined single limit not less than one million dollars (\$1,000,000) per occurrence.

b. At any time State may require the Contractor to provide a valid Certificate of Insurance detailing Coverage Description; Insurance Company & Policy Number; Exceptions and Exclusions; Policy Effective Date; Policy Expiration Date; Limit(s) of Liability; and Name and Address of Insured. Failure to provide required evidence of insurance coverage shall be a material breach of this Contract.

E.6. 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 shall be regarded as confidential information in accordance with the provisions of applicable state and federal law, state and federal rules and regulations, departmental policy, and ethical standards. Such confidential information shall not be disclosed, and all necessary steps shall be taken by the Contractor to safeguard the confidentiality of such material or information in conformance with applicable state and federal law, state and federal rules and regulations, departmental policy, and ethical standards.

The Contractor's obligations under this section do not apply to information in the public domain; entering the public domain but not from a breach by the Contractor of this Contract; previously possessed by the Contractor without written obligations to the State to protect it; acquired by the Contractor without written restrictions against disclosure from a third party with, to the Contractor's knowledge, is free to disclose the information; independently developed by the Contractor without the use of the State's information; or, disclosed by the State to others without restrictions against disclosure. Nothing in this paragraph shall permit Contractor to disclose any information that is confidential under federal or state law or regulations, 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.

It is expressly understood and agreed the obligations set forth in this section shall survive the termination of this Contract.

E.7. State Ownership of Work Products. The State shall have ownership, right, title, and interest, including ownership of copyright, in all work products, including computer source code, created,

designed, developed, derived, documented, installed, or delivered under this Contract subject to the next subsection and full and final payment for each "Work Product." The State shall have royalty-free and unlimited rights and license to use, disclose, reproduce, publish, distribute, modify, maintain, or create derivative works from, for any purpose whatsoever, all said Work Products.

- a. To the extent that the Contractor uses any of its pre-existing, proprietary or independently developed tools, materials or information ("Contractor Materials"), the Contractor shall retain all right, title and interest in and to such Contractor Materials, and the State shall acquire no right, title or interest in or to such Contractor Materials EXCEPT the Contractor grants to the State an unlimited, non-transferable license to use, copy and distribute internally, solely for the State's internal purposes, any Contractor Materials reasonably associated with any Work Product provided under the Contract.
- b. The Contractor shall furnish such information and data as the State may request, including but not limited to computer code, that is applicable, essential, fundamental, or intrinsic to any Work Product and Contractor Materials reasonably associated with any Work Product, in accordance with this Contract and applicable state law.
- c. Nothing in this Contract shall prohibit the Contractor's use for its own purposes of the general knowledge, skills, experience, ideas, concepts, know-how, and techniques obtained and used during the course of providing the services requested under this Contract.
- d. Nothing in the Contract shall prohibit the Contractor from developing for itself, or for others, materials which are similar to and/or competitive with those that are produced under this Contract.

E.8. 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. this Contract document with any attachments or exhibits (excluding the items listed at subsections b. through e., below);
- b. any clarifications of or addenda to the Contractor's proposal seeking this Contract;
- c. the State solicitation, as may be amended, requesting proposals in competition for this Contract;
- d. any technical specifications provided to proposers during the procurement process to award this Contract;
- e. the Contractor's proposal seeking this Contract.

E.9. Prohibited Advertising. The Contractor shall not refer to this Contract or the Contractor's relationship with the State hereunder in commercial advertising in such a manner as to state or imply that the Contractor or the Contractor's services are endorsed. It is expressly understood and agreed that the obligations set forth in this section shall survive the termination of this Contract in perpetuity.

E.10. Debarment and Suspension. The Contractor certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:

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

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

- E.11. Contractor Commitment to Diversity. The Contractor shall comply with and make reasonable business efforts to exceed the commitment to diversity represented by the Contractor's proposal responding to RFP-32107.00211 (Attachment 6.2, Section B, Item B.15.) and resulting in this Contract.

The Contractor shall assist the State in monitoring the Contractor's performance of this commitment by providing, as requested, a quarterly report of participation in the performance of this Contract by small business enterprises and businesses owned by minorities, women, and persons with a disability. Such reports shall be provided to the state of Tennessee Governor's Office of Diversity Business Enterprise in form and substance as required by said office.

- E.12. Hold Harmless. The Contractor agrees to indemnify and hold harmless the State of Tennessee as well as its officers, agents, and employees from and against any and all claims, liabilities, losses, and causes of action which may arise, accrue, or result to any person, firm, corporation, or other entity which may be injured or damaged as a result of acts, omissions, or negligence on the part of the Contractor, its employees, or any person acting for or on its or their behalf relating to this Contract. The Contractor further agrees it shall be liable for the reasonable cost of attorneys for the State in the event such service is necessitated to enforce the terms of this Contract or otherwise enforce the obligations of the Contractor to the State.

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

- E13. Breach. A party shall be deemed to have breached the Contract if any of the following occurs:

- failure to perform in accordance with any term or provision of the Contract;
- partial performance of any term or provision of the Contract;
- any act prohibited or restricted by the Contract, or
- violation of any warranty.

For purposes of this Contract, these items shall hereinafter be referred to as a "Breach."

- a. Contractor Breach— The State shall notify Contractor in writing of a Breach.
- (1) In event of a Breach by Contractor, the State shall have available the remedy of Actual Damages and any other remedy available at law or equity.
 - (2) Partial Default— In the event of a Breach, the State may declare a Partial Default. In which case, the State shall provide the Contractor written notice of: (1) the date which Contractor shall terminate providing the service associated with the Breach; and (2) the date the State will begin to provide the service associated with the Breach. Notwithstanding the foregoing, the State may revise the time periods contained in the notice written to the Contractor.
- In the event the State declares a Partial Default, the State may withhold, together with any other damages associated with the Breach, from the amounts due the Contractor the greater of: (1) amounts which would be paid the Contractor to provide the defaulted service; or (2) the cost to the State of providing the defaulted service, whether said service is provided by the State or a third party. To determine the amount the Contractor is being paid for any particular service, the Department shall be entitled to receive within five (5) days any requested material from Contractor. The State shall make the final and binding determination of said amount.
- Upon Partial Default, the Contractor shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount. Contractor agrees to cooperate fully with the State in the event a Partial Default is taken.
- (3) Contract Termination— In the event of a Breach, the State may terminate the Contract immediately or in stages. The Contractor shall be notified of the termination in writing by the State. Said notice shall hereinafter be referred to as Termination Notice. The Termination Notice may specify either that the termination is to be effective immediately, on a date certain in the future, or that the Contractor shall cease operations under this Contract in stages. In the event of a termination, the State may withhold any amounts which may be due Contractor without waiver of any other remedy or damages available to the State at law or at equity. The Contractor shall be liable to the State for any and all damages incurred by the State and any and all expenses incurred by the State which exceed the amount the State would have paid Contractor under this Contract. Contractor agrees to cooperate with the State in the event of a Contract Termination or Partial Takeover.
- b. State Breach— In the event of a Breach of Contract by the State, the Contractor shall notify the State in writing within 30 days of any Breach of Contract by the State. Said notice shall contain a description of the Breach. Failure by the Contractor to provide said written notice shall operate as an absolute waiver by the Contractor of the State's Breach. In no event shall any Breach on the part of the State excuse the Contractor from full performance under this Contract. In the event of Breach by the State, the Contractor may avail itself of any remedy at law in the forum with appropriate jurisdiction; provided, however, failure by the Contractor to give the State written notice and opportunity to cure as described herein operates as a waiver of the State's Breach. Failure by the Contractor to file a claim before the appropriate forum in Tennessee with jurisdiction to hear such claim within one (1) year of the written notice of Breach shall operate as a waiver of said claim in its entirety. It is agreed by the parties this provision establishes a contractual period of limitations for any claim brought by the Contractor.

E.14. Partial Takeover. The State may, at its convenience and without cause, exercise a partial takeover of any service which the Contractor is obligated to perform under this Contract, including but not limited to any service which is the subject of a subcontract between Contractor and a third

party, although the Contractor is not in breach (hereinafter referred to as "Partial Takeover"). Said Partial Takeover shall not be deemed a Breach of Contract by the State. Contractor shall be given at least 30 days prior written notice of said Partial Takeover with said notice to specify the area(s) of service the State will assume and the date of said assumption. Any Partial Takeover by the State shall not alter in any way Contractor's other obligations under this Contract. The State may withhold from amounts due the Contractor the amount the Contractor would have been paid to deliver the service as determined by the State. The amounts shall be withheld effective as of the date the State assumes the service. Upon Partial Takeover, the Contractor shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

- E.15. Disclosure of Personal Identity Information. The Contractor shall report to the State any instances of unauthorized disclosure of confidential information that come to the attention of the Contractor. Any such report shall be made by the Contractor within twenty-four (24) hours after the instance has come to the attention of the Contractor. The Contractor, at the sole discretion of the State, shall provide no cost credit monitoring services for individuals that are deemed to be part of a potential disclosure. The Contractor shall bear the cost of notification to individuals having personal identity information involved in a potential disclosure event, including individual letters and/or public notice.
- E.16. Non-State Standard Software or Hardware. In the event that the Contractor wishes to introduce non-State standard software or hardware components ("products") into the State's technology environment, in support of, or related to, the services the Contractor is providing under this Contract, the Contractor must make a formal written request to the State prior to introducing the non-State Standard Products. Such a request is referred to as a "Non-State Standard Product Request."
- a. Non-State Standard Products are defined as:
- Any software that is not listed and designated as Current in the *Tennessee Enterprise Architecture*, as amended; or
 - Any hardware that is not listed and designated as Current in, or is not compatible with standards listed in, the *Tennessee Enterprise Architecture*, as amended.
- b. The State's Department of Finance and Administration, Office of Information Resources (OIR), shall consider the Non-State Standard Product Request and shall render a written determination, in the State's best interest, to approve or disapprove the request. If OIR disapproves the request, the Contractor agrees to withdraw the request and substitute State Standard Products in place of the Non-State Standard Products, at no additional cost to the State.
- E.17. Catalog of Services Updates.
- a. During the course of this contract, the State may request that the Contractor update the Catalog of Services with additional line items, otherwise known as "Non-Prepiced Items" or "NPIs." The NPIs shall be within the general scope of services. The State shall provide the Contractor with a written description of the NPI, and the Contractor shall submit a price to the State for the NPI.
- b. The State requires that the pricing offered to the State for NPIs be competitive with pricing offered to the market in general. The Contractor must provide detailed documentation to the State to substantiate the proposed cost(s).
- c. All Contractor, supplier, and/or subcontractor pricing information used in determining the price(s) for NPIs shall be subject to audit by the State, the Tennessee Comptroller of the Treasury, or their duly appointed representatives. Such audit shall be performed during normal business hours upon reasonable notice by the State.

- d. If the State and Contractor reach an agreement regarding the service(s) and the cost(s) associated with the addition, the State will add the new line items to Contract Attachment C, Catalog of Services, through the Contract amendment process. Such amendments shall be signed by the Contractor and the head of the procuring State agency and approved by other State officials as required by State Laws and Regulations. The Contractor shall not commence additional work until the State has issued a written contract amendment and secured all required approvals.

E.18. Authorized Individuals. Each party hereto will provide the other party hereto with a list identifying the individuals from whom the other party is authorized to accept requests for estimates, Statements of Work, technical support requests, problem reports and responses, and software and/or application documentation which may be given hereunder by the party providing such list. The parties hereto shall only be entitled to rely on requests for estimates, Statements of Work, technical support requests, problem reports and responses, and software and/or application documentation given by such individuals. The form included as Attachment E will be completed and provided to the Contractor upon contract execution, and a current copy will be maintained in the contract file throughout the life of the contract.

IN WITNESS WHEREOF,

CONTRACTOR LEGAL ENTITY NAME:

CONTRACTOR SIGNATURE

DATE

PRINTED NAME AND TITLE OF CONTRACTOR SIGNATORY (above)

DEPARTMENT OF GENERAL SERVICES:

STEVEN G. CATES, COMMISSIONER

DATE

ATTACHMENT A**ATTESTATION RE PERSONNEL USED IN CONTRACT PERFORMANCE**

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

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

CONTRACTOR SIGNATURE

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

PRINTED NAME AND TITLE OF SIGNATORY

DATE OF ATTESTATION

ATTACHMENT B: State of Tennessee Enterprise Architecture

[THIS IS A PLACEHOLDER FOR THE *TENNESSEE ENTERPRISE ARCHITECTURE*, WHICH WILL BE INSERTED HERE PRIOR TO CONTRACT APPROVAL.]

ATTACHMENT C: Catalog of Services

	Service Description	Year One Unit Cost (04/02/2012 through 04/01/2013)	Year Two Unit Cost (04/02/2013 through 04/01/2014)	Year Three Unit Cost (04/02/2014 through 04/01/2015)	Year Four Unit Cost (04/02/2015 through 04/01/2016)	Year Five Unit Cost (04/02/2016 through 04/01/2017)
I. ARCHIBUS Enterprise Software Licensing (Refer to Contract Section A.6, ARCHIBUS Software Licensing and Upgrades)						
A.	Real Estate Portfolio Management					
i.	Portfolio Management – Web Central	\$NUMBER Per License	\$NUMBER Per License	\$NUMBER Per License	\$NUMBER Per License	\$NUMBER Per License
ii.	Portfolio Management – Run Anywhere	\$NUMBER Per License	\$NUMBER Per License	\$NUMBER Per License	\$NUMBER Per License	\$NUMBER Per License
iii.	Lease Administration – Web Central	\$NUMBER Per License	\$NUMBER Per License	\$NUMBER Per License	\$NUMBER Per License	\$NUMBER Per License
iv.	Lease Administration – Run Anywhere	\$NUMBER Per License	\$NUMBER Per License	\$NUMBER Per License	\$NUMBER Per License	\$NUMBER Per License
v.	Cost Administration – Web Central	\$NUMBER Per License	\$NUMBER Per License	\$NUMBER Per License	\$NUMBER Per License	\$NUMBER Per License
vi.	Cost Administration – Run Anywhere	\$NUMBER Per License	\$NUMBER Per License	\$NUMBER Per License	\$NUMBER Per License	\$NUMBER Per License
vii.	Cost Chargeback & Invoicing – Web Central	\$NUMBER Per License	\$NUMBER Per License	\$NUMBER Per License	\$NUMBER Per License	\$NUMBER Per License
viii.	Cost Chargeback & Invoicing – Run Anywhere	\$NUMBER Per License	\$NUMBER Per License	\$NUMBER Per License	\$NUMBER Per License	\$NUMBER Per License
ix.	Portfolio Forecasting – Web Central	\$NUMBER Per License	\$NUMBER Per License	\$NUMBER Per License	\$NUMBER Per License	\$NUMBER Per License
x.	Portfolio Forecasting – Run Anywhere	\$NUMBER Per License	\$NUMBER Per License	\$NUMBER Per License	\$NUMBER Per License	\$NUMBER Per License
xi.	Real Property & Lease Management – Windows	\$NUMBER Per License	\$NUMBER Per License	\$NUMBER Per License	\$NUMBER Per License	\$NUMBER Per License
B.	Capital Project Management					
i.	Capital Budgeting – Web Central	\$NUMBER Per License	\$NUMBER Per License	\$NUMBER Per License	\$NUMBER Per License	\$NUMBER Per License
ii.	Capital Budgeting – Run Anywhere	\$NUMBER Per License	\$NUMBER Per License	\$NUMBER Per License	\$NUMBER Per License	\$NUMBER Per License

ATTACHMENT C: Catalog of Services - Continued

Service Description		Year One Unit Cost (04/02/2012 through 04/01/2013)	Year Two Unit Cost (04/02/2013 through 04/01/2014)	Year Three Unit Cost (04/02/2014 through 04/01/2015)	Year Four Unit Cost (04/02/2015 through 04/01/2016)	Year Five Unit Cost (04/02/2016 through 04/01/2017)
iii.	Project Management – Web Central	\$NUMBER Per License	\$NUMBER Per License	\$NUMBER Per License	\$NUMBER Per License	\$NUMBER Per License
iv.	Project Management – Run Anywhere	\$NUMBER Per License	\$NUMBER Per License	\$NUMBER Per License	\$NUMBER Per License	\$NUMBER Per License
v.	Condition Assessment – Web Central	\$NUMBER Per License	\$NUMBER Per License	\$NUMBER Per License	\$NUMBER Per License	\$NUMBER Per License
vi.	Condition Assessment – Run Anywhere	\$NUMBER Per License	\$NUMBER Per License	\$NUMBER Per License	\$NUMBER Per License	\$NUMBER Per License
vii.	Condition Assessment – Windows	\$NUMBER Per License	\$NUMBER Per License	\$NUMBER Per License	\$NUMBER Per License	\$NUMBER Per License
C.	Space Planning and Management					
i.	Space Inventory and Performance – Web Central	\$NUMBER Per License	\$NUMBER Per License	\$NUMBER Per License	\$NUMBER Per License	\$NUMBER Per License
ii.	Space Inventory and Performance – Run Anywhere	\$NUMBER Per License	\$NUMBER Per License	\$NUMBER Per License	\$NUMBER Per License	\$NUMBER Per License
iii.	Personnel & Occupancy – Web Central	\$NUMBER Per License	\$NUMBER Per License	\$NUMBER Per License	\$NUMBER Per License	\$NUMBER Per License
iv.	Personnel & Occupancy – Run Anywhere	\$NUMBER Per License	\$NUMBER Per License	\$NUMBER Per License	\$NUMBER Per License	\$NUMBER Per License
v.	Space Chargeback – Web Central	\$NUMBER Per License	\$NUMBER Per License	\$NUMBER Per License	\$NUMBER Per License	\$NUMBER Per License
vi.	Space Chargeback – Run Anywhere	\$NUMBER Per License	\$NUMBER Per License	\$NUMBER Per License	\$NUMBER Per License	\$NUMBER Per License
vii.	Strategic Master Planning – Windows	\$NUMBER Per License	\$NUMBER Per License	\$NUMBER Per License	\$NUMBER Per License	\$NUMBER Per License
viii.	Space Management – Windows	\$NUMBER Per License	\$NUMBER Per License	\$NUMBER Per License	\$NUMBER Per License	\$NUMBER Per License
D	Move Management					
i.	Enterprise Move Management – Web Central	\$NUMBER Per License	\$NUMBER Per License	\$NUMBER Per License	\$NUMBER Per License	\$NUMBER Per License

ATTACHMENT C: Catalog of Services - Continued

Service Description		Year One Unit Cost (04/02/2012 through 04/01/2013)	Year Two Unit Cost (04/02/2013 through 04/01/2014)	Year Three Unit Cost (04/02/2014 through 04/01/2015)	Year Four Unit Cost (04/02/2015 through 04/01/2016)	Year Five Unit Cost (04/02/2016 through 04/01/2017)
ii.	Enterprise Move Management – Run Anywhere	\$NUMBER Per License	\$NUMBER Per License	\$NUMBER Per License	\$NUMBER Per License	\$NUMBER Per License
E	Asset Management					
i.	Asset Portal – Web Central	\$NUMBER Per License	\$NUMBER Per License	\$NUMBER Per License	\$NUMBER Per License	\$NUMBER Per License
ii.	Asset Portal – Run Anywhere	\$NUMBER Per License	\$NUMBER Per License	\$NUMBER Per License	\$NUMBER Per License	\$NUMBER Per License
iii.	Furniture and Equipment Management – Windows	\$NUMBER Per License	\$NUMBER Per License	\$NUMBER Per License	\$NUMBER Per License	\$NUMBER Per License
iv.	Telecommunications & Cable Management – Windows	\$NUMBER Per License	\$NUMBER Per License	\$NUMBER Per License	\$NUMBER Per License	\$NUMBER Per License
F	Environmental & Risk Management					
i.	Energy Management – Web Central	\$NUMBER Per License	\$NUMBER Per License	\$NUMBER Per License	\$NUMBER Per License	\$NUMBER Per License
ii.	Energy Management – Run Anywhere	\$NUMBER Per License	\$NUMBER Per License	\$NUMBER Per License	\$NUMBER Per License	\$NUMBER Per License
iii.	Emergency Preparedness – Web Central	\$NUMBER Per License	\$NUMBER Per License	\$NUMBER Per License	\$NUMBER Per License	\$NUMBER Per License
iv.	Emergency Preparedness – Run Anywhere	\$NUMBER Per License	\$NUMBER Per License	\$NUMBER Per License	\$NUMBER Per License	\$NUMBER Per License
v.	Emergency Preparedness – Windows	\$NUMBER Per License	\$NUMBER Per License	\$NUMBER Per License	\$NUMBER Per License	\$NUMBER Per License
vi.	Environmental Sustainability – Web Central	\$NUMBER Per License	\$NUMBER Per License	\$NUMBER Per License	\$NUMBER Per License	\$NUMBER Per License
vii.	Environmental Sustainability – Run Anywhere	\$NUMBER Per License	\$NUMBER Per License	\$NUMBER Per License	\$NUMBER Per License	\$NUMBER Per License
viii.	Environmental Sustainability – Windows	\$NUMBER Per License	\$NUMBER Per License	\$NUMBER Per License	\$NUMBER Per License	\$NUMBER Per License
ix.	Green Building- (V19.3) – Web Central	\$NUMBER Per License	\$NUMBER Per License	\$NUMBER Per License	\$NUMBER Per License	\$NUMBER Per License

ATTACHMENT C: Catalog of Services - Continued

Service Description		Year One Unit Cost (04/02/2012 through 04/01/2013)	Year Two Unit Cost (04/02/2013 through 04/01/2014)	Year Three Unit Cost (04/02/2014 through 04/01/2015)	Year Four Unit Cost (04/02/2015 through 04/01/2016)	Year Five Unit Cost (04/02/2016 through 04/01/2017)
x.	Green Building- (V19.3) – Run Anywhere	\$NUMBER Per License	\$NUMBER Per License	\$NUMBER Per License	\$NUMBER Per License	\$NUMBER Per License
G	Building Operations					
i.	On Demand Work – Web Central	\$NUMBER Per License	\$NUMBER Per License	\$NUMBER Per License	\$NUMBER Per License	\$NUMBER Per License
ii.	On Demand Work – Run Anywhere	\$NUMBER Per License	\$NUMBER Per License	\$NUMBER Per License	\$NUMBER Per License	\$NUMBER Per License
iii.	Preventive Maintenance – Web Central	\$NUMBER Per License	\$NUMBER Per License	\$NUMBER Per License	\$NUMBER Per License	\$NUMBER Per License
iv.	Preventive Maintenance – Run Anywhere	\$NUMBER Per License	\$NUMBER Per License	\$NUMBER Per License	\$NUMBER Per License	\$NUMBER Per License
v.	Condition Assessment – Web Central	\$NUMBER Per License	\$NUMBER Per License	\$NUMBER Per License	\$NUMBER Per License	\$NUMBER Per License
vi.	Condition Assessment – Run Anywhere	\$NUMBER Per License	\$NUMBER Per License	\$NUMBER Per License	\$NUMBER Per License	\$NUMBER Per License
vii.	Building Operations Management – Windows	\$NUMBER Per License	\$NUMBER Per License	\$NUMBER Per License	\$NUMBER Per License	\$NUMBER Per License
viii.	Call Center Wizard – Windows	\$NUMBER Per License	\$NUMBER Per License	\$NUMBER Per License	\$NUMBER Per License	\$NUMBER Per License
H	Workplace Services					
i.	Reservations – Web Central	\$NUMBER Per License	\$NUMBER Per License	\$NUMBER Per License	\$NUMBER Per License	\$NUMBER Per License
ii.	Reservations – Run Anywhere	\$NUMBER Per License	\$NUMBER Per License	\$NUMBER Per License	\$NUMBER Per License	\$NUMBER Per License
iii.	Service Desk – Web Central	\$NUMBER Per License	\$NUMBER Per License	\$NUMBER Per License	\$NUMBER Per License	\$NUMBER Per License
iv.	Service Desk – Run Anywhere	\$NUMBER Per License	\$NUMBER Per License	\$NUMBER Per License	\$NUMBER Per License	\$NUMBER Per License
v.	Hoteling – Web Central	\$NUMBER Per License	\$NUMBER Per License	\$NUMBER Per License	\$NUMBER Per License	\$NUMBER Per License

ATTACHMENT C: Catalog of Services - Continued

Service Description		Year One Unit Cost (04/02/2012 through 04/01/2013)	Year Two Unit Cost (04/02/2013 through 04/01/2014)	Year Three Unit Cost (04/02/2014 through 04/01/2015)	Year Four Unit Cost (04/02/2015 through 04/01/2016)	Year Five Unit Cost (04/02/2016 through 04/01/2017)
vi.	Hoteling – Run Anywhere	\$NUMBER Per License	\$NUMBER Per License	\$NUMBER Per License	\$NUMBER Per License	\$NUMBER Per License
vii.	Hoteling – Windows	\$NUMBER Per License	\$NUMBER Per License	\$NUMBER Per License	\$NUMBER Per License	\$NUMBER Per License
viii.	Fleet Management – Web Central (an ARCHIBUS Solutions Center product)	\$NUMBER Per License	\$NUMBER Per License	\$NUMBER Per License	\$NUMBER Per License	\$NUMBER Per License
ix.	Fleet Management – Run Anywhere (an ARCHIBUS Solutions Center product)	\$NUMBER Per License	\$NUMBER Per License	\$NUMBER Per License	\$NUMBER Per License	\$NUMBER Per License
x.	Fleet Management – Windows (an ARCHIBUS Solutions Center product)	\$NUMBER Per License	\$NUMBER Per License	\$NUMBER Per License	\$NUMBER Per License	\$NUMBER Per License
I	Technology Extensions/Plug-ins					
i.	Overlay with Design Management for AutoCAD & REVIT – Run Anywhere	\$NUMBER Per License	\$NUMBER Per License	\$NUMBER Per License	\$NUMBER Per License	\$NUMBER Per License
ii.	Overlay with Design Management for AutoCAD & REVIT – Windows	\$NUMBER Per License	\$NUMBER Per License	\$NUMBER Per License	\$NUMBER Per License	\$NUMBER Per License
iii.	Geospatial Extensions for ESRI ArcGIS – Web Central	\$NUMBER Per License	\$NUMBER Per License	\$NUMBER Per License	\$NUMBER Per License	\$NUMBER Per License
J	ACP					
i.	Client Server – Named user license – Windows	\$NUMBER Per License	\$NUMBER Per License	\$NUMBER Per License	\$NUMBER Per License	\$NUMBER Per License
ii.	Client Server – Ten (10) concurrent user license – Windows	\$NUMBER Per License	\$NUMBER Per License	\$NUMBER Per License	\$NUMBER Per License	\$NUMBER Per License
iii.	Client Server – Fifty (50) concurrent user license – Windows	\$NUMBER Per License	\$NUMBER Per License	\$NUMBER Per License	\$NUMBER Per License	\$NUMBER Per License
iv.	Client Server – One hundred (100) concurrent user license – Windows	\$NUMBER Per License	\$NUMBER Per License	\$NUMBER Per License	\$NUMBER Per License	\$NUMBER Per License
v.	Web Central – Ten (10) concurrent user license – Web Central	\$NUMBER Per License	\$NUMBER Per License	\$NUMBER Per License	\$NUMBER Per License	\$NUMBER Per License
vi.	Web Central – Fifty	\$NUMBER	\$NUMBER	\$NUMBER	\$NUMBER	\$NUMBER

	(50) concurrent user license – Web Central	Per License				
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ATTACHMENT C: Catalog of Services - Continued

Service Description		Year One Unit Cost (04/02/2012 through 04/01/2013)	Year Two Unit Cost (04/02/2013 through 04/01/2014)	Year Three Unit Cost (04/02/2014 through 04/01/2015)	Year Four Unit Cost (04/02/2015 through 04/01/2016)	Year Five Unit Cost (04/02/2016 through 04/01/2017)
vii.	Web Central – One hundred (100) concurrent user license – Web Central	\$NUMBER Per License	\$NUMBER Per License	\$NUMBER Per License	\$NUMBER Per License	\$NUMBER Per License
viii.	Web Central Core - Per 250 Web ACP's	\$NUMBER Per License	\$NUMBER Per License	\$NUMBER Per License	\$NUMBER Per License	\$NUMBER Per License
ix.	Run Anywhere – One (1) concurrent user license – Run Anywhere	\$NUMBER Per License	\$NUMBER Per License	\$NUMBER Per License	\$NUMBER Per License	\$NUMBER Per License
x.	Run Anywhere – Three (3) concurrent user license – Run Anywhere	\$NUMBER Per License	\$NUMBER Per License	\$NUMBER Per License	\$NUMBER Per License	\$NUMBER Per License
xi.	Run Anywhere – Five (5) concurrent user license – Run Anywhere	\$NUMBER Per License	\$NUMBER Per License	\$NUMBER Per License	\$NUMBER Per License	\$NUMBER Per License
xii.	Executive Information System – One (1) concurrent user license – Windows	\$NUMBER Per License	\$NUMBER Per License	\$NUMBER Per License	\$NUMBER Per License	\$NUMBER Per License
xiii.	Executive Information System – Three (3) concurrent user license – Windows	\$NUMBER Per License	\$NUMBER Per License	\$NUMBER Per License	\$NUMBER Per License	\$NUMBER Per License
xiv.	Executive Information System – Five (5) concurrent user license – Windows	\$NUMBER Per License	\$NUMBER Per License	\$NUMBER Per License	\$NUMBER Per License	\$NUMBER Per License

ATTACHMENT C: Catalog of Services - Continued

	Service Description	Year One Unit Cost (04/02/2012 through 04/01/2013)	Year Two Unit Cost (04/02/2013 through 04/01/2014)	Year Three Unit Cost (04/02/2014 through 04/01/2015)	Year Four Unit Cost (04/02/2015 through 04/01/2016)	Year Five Unit Cost (04/02/2016 through 04/01/2017)
II. ARCHIBUS Enterprise Software Subscriptions (Refer to Contract Section A.6, ARCHIBUS Software Licensing and Upgrades)						
A.	Real Estate Portfolio Management					
i.	Portfolio Management – Web Central	\$NUMBER Per License Subscription Per Year	\$NUMBER Per License Subscription Per Year	\$NUMBER Per License Subscription Per Year	\$NUMBER Per License Subscription Per Year	\$NUMBER Per License Subscription Per Year
ii.	Portfolio Management – Run Anywhere	\$NUMBER Per License Subscription Per Year	\$NUMBER Per License Subscription Per Year	\$NUMBER Per License Subscription Per Year	\$NUMBER Per License Subscription Per Year	\$NUMBER Per License Subscription Per Year
iii.	Lease Administration – Web Central	\$NUMBER Per License Subscription Per Year	\$NUMBER Per License Subscription Per Year	\$NUMBER Per License Subscription Per Year	\$NUMBER Per License Subscription Per Year	\$NUMBER Per License Subscription Per Year
iv.	Lease Administration – Run Anywhere	\$NUMBER Per License Subscription Per Year	\$NUMBER Per License Subscription Per Year	\$NUMBER Per License Subscription Per Year	\$NUMBER Per License Subscription Per Year	\$NUMBER Per License Subscription Per Year
v.	Cost Administration – Web Central	\$NUMBER Per License Subscription Per Year	\$NUMBER Per License Subscription Per Year	\$NUMBER Per License Subscription Per Year	\$NUMBER Per License Subscription Per Year	\$NUMBER Per License Subscription Per Year
vi.	Cost Administration – Run Anywhere	\$NUMBER Per License Subscription Per Year	\$NUMBER Per License Subscription Per Year	\$NUMBER Per License Subscription Per Year	\$NUMBER Per License Subscription Per Year	\$NUMBER Per License Subscription Per Year
vii.	Cost Chargeback & Invoicing – Web Central	\$NUMBER Per License Subscription Per Year	\$NUMBER Per License Subscription Per Year	\$NUMBER Per License Subscription Per Year	\$NUMBER Per License Subscription Per Year	\$NUMBER Per License Subscription Per Year
viii.	Cost Chargeback & Invoicing – Run Anywhere	\$NUMBER Per License Subscription Per Year	\$NUMBER Per License Subscription Per Year	\$NUMBER Per License Subscription Per Year	\$NUMBER Per License Subscription Per Year	\$NUMBER Per License Subscription Per Year
ix.	Portfolio Forecasting – Web Central	\$NUMBER Per License Subscription Per Year	\$NUMBER Per License Subscription Per Year	\$NUMBER Per License Subscription Per Year	\$NUMBER Per License Subscription Per Year	\$NUMBER Per License Subscription Per Year
x.	Portfolio Forecasting – Run Anywhere	\$NUMBER Per License Subscription Per Year	\$NUMBER Per License Subscription Per Year	\$NUMBER Per License Subscription Per Year	\$NUMBER Per License Subscription Per Year	\$NUMBER Per License Subscription Per Year

ATTACHMENT C: Catalog of Services - Continued

Service Description		Year One Unit Cost (04/02/2012 through 04/01/2013)	Year Two Unit Cost (04/02/2013 through 04/01/2014)	Year Three Unit Cost (04/02/2014 through 04/01/2015)	Year Four Unit Cost (04/02/2015 through 04/01/2016)	Year Five Unit Cost (04/02/2016 through 04/01/2017)
xi.	Real Property & Lease Management – Windows	\$NUMBER Per License Subscription Per Year	\$NUMBER Per License Subscription Per Year	\$NUMBER Per License Subscription Per Year	\$NUMBER Per License Subscription Per Year	\$NUMBER Per License Subscription Per Year
B. Capital Project Management						
i.	Capital Budgeting – Web Central	\$NUMBER Per License Subscription Per Year	\$NUMBER Per License Subscription Per Year	\$NUMBER Per License Subscription Per Year	\$NUMBER Per License Subscription Per Year	\$NUMBER Per License Subscription Per Year
ii.	Capital Budgeting – Run Anywhere	\$NUMBER Per License Subscription Per Year	\$NUMBER Per License Subscription Per Year	\$NUMBER Per License Subscription Per Year	\$NUMBER Per License Subscription Per Year	\$NUMBER Per License Subscription Per Year
iii.	Project Management – Web Central	\$NUMBER Per License Subscription Per Year	\$NUMBER Per License Subscription Per Year	\$NUMBER Per License Subscription Per Year	\$NUMBER Per License Subscription Per Year	\$NUMBER Per License Subscription Per Year
iv.	Project Management – Run Anywhere	\$NUMBER Per License Subscription Per Year	\$NUMBER Per License Subscription Per Year	\$NUMBER Per License Subscription Per Year	\$NUMBER Per License Subscription Per Year	\$NUMBER Per License Subscription Per Year
v.	Condition Assessment – Web Central	\$NUMBER Per License Subscription Per Year	\$NUMBER Per License Subscription Per Year	\$NUMBER Per License Subscription Per Year	\$NUMBER Per License Subscription Per Year	\$NUMBER Per License Subscription Per Year
vi.	Condition Assessment – Run Anywhere	\$NUMBER Per License Subscription Per Year	\$NUMBER Per License Subscription Per Year	\$NUMBER Per License Subscription Per Year	\$NUMBER Per License Subscription Per Year	\$NUMBER Per License Subscription Per Year
vii.	Condition Assessment – Windows	\$NUMBER Per License Subscription Per Year	\$NUMBER Per License Subscription Per Year	\$NUMBER Per License Subscription Per Year	\$NUMBER Per License Subscription Per Year	\$NUMBER Per License Subscription Per Year
C. Space Planning and Management						
i.	Space Inventory and Performance – Web Central	\$NUMBER Per License Subscription Per Year	\$NUMBER Per License Subscription Per Year	\$NUMBER Per License Subscription Per Year	\$NUMBER Per License Subscription Per Year	\$NUMBER Per License Subscription Per Year
ii.	Space Inventory and Performance – Run Anywhere	\$NUMBER Per License Subscription Per Year	\$NUMBER Per License Subscription Per Year	\$NUMBER Per License Subscription Per Year	\$NUMBER Per License Subscription Per Year	\$NUMBER Per License Subscription Per Year
iii.	Personnel & Occupancy – Web Central	\$NUMBER Per License Subscription Per Year	\$NUMBER Per License Subscription Per Year	\$NUMBER Per License Subscription Per Year	\$NUMBER Per License Subscription Per Year	\$NUMBER Per License Subscription Per Year

ATTACHMENT C: Catalog of Services - Continued

Service Description		Year One Unit Cost (04/02/2012 through 04/01/2013)	Year Two Unit Cost (04/02/2013 through 04/01/2014)	Year Three Unit Cost (04/02/2014 through 04/01/2015)	Year Four Unit Cost (04/02/2015 through 04/01/2016)	Year Five Unit Cost (04/02/2016 through 04/01/2017)
iv.	Personnel & Occupancy – Run Anywhere	\$NUMBER Per License Subscription Per Year	\$NUMBER Per License Subscription Per Year	\$NUMBER Per License Subscription Per Year	\$NUMBER Per License Subscription Per Year	\$NUMBER Per License Subscription Per Year
v.	Space Chargeback – Web Central	\$NUMBER Per License Subscription Per Year	\$NUMBER Per License Subscription Per Year	\$NUMBER Per License Subscription Per Year	\$NUMBER Per License Subscription Per Year	\$NUMBER Per License Subscription Per Year
vi.	Space Chargeback – Run Anywhere	\$NUMBER Per License Subscription Per Year	\$NUMBER Per License Subscription Per Year	\$NUMBER Per License Subscription Per Year	\$NUMBER Per License Subscription Per Year	\$NUMBER Per License Subscription Per Year
vii.	Strategic Master Planning – Windows	\$NUMBER Per License Subscription Per Year	\$NUMBER Per License Subscription Per Year	\$NUMBER Per License Subscription Per Year	\$NUMBER Per License Subscription Per Year	\$NUMBER Per License Subscription Per Year
viii.	Space Management – Windows	\$NUMBER Per License Subscription Per Year	\$NUMBER Per License Subscription Per Year	\$NUMBER Per License Subscription Per Year	\$NUMBER Per License Subscription Per Year	\$NUMBER Per License Subscription Per Year
D	Move Management					
i.	Enterprise Move Management – Web Central	\$NUMBER Per License Subscription Per Year	\$NUMBER Per License Subscription Per Year	\$NUMBER Per License Subscription Per Year	\$NUMBER Per License Subscription Per Year	\$NUMBER Per License Subscription Per Year
ii.	Enterprise Move Management – Run Anywhere	\$NUMBER Per License Subscription Per Year	\$NUMBER Per License Subscription Per Year	\$NUMBER Per License Subscription Per Year	\$NUMBER Per License Subscription Per Year	\$NUMBER Per License Subscription Per Year
E	Asset Management					
i.	Asset Portal – Web Central	\$NUMBER Per License Subscription Per Year	\$NUMBER Per License Subscription Per Year	\$NUMBER Per License Subscription Per Year	\$NUMBER Per License Subscription Per Year	\$NUMBER Per License Subscription Per Year
ii.	Asset Portal – Run Anywhere	\$NUMBER Per License Subscription Per Year	\$NUMBER Per License Subscription Per Year	\$NUMBER Per License Subscription Per Year	\$NUMBER Per License Subscription Per Year	\$NUMBER Per License Subscription Per Year
iii.	Furniture and Equipment Management – Windows	\$NUMBER Per License Subscription Per Year	\$NUMBER Per License Subscription Per Year	\$NUMBER Per License Subscription Per Year	\$NUMBER Per License Subscription Per Year	\$NUMBER Per License Subscription Per Year
iv.	Telecommunications & Cable Management – Windows	\$NUMBER Per License Subscription Per Year	\$NUMBER Per License Subscription Per Year	\$NUMBER Per License Subscription Per Year	\$NUMBER Per License Subscription Per Year	\$NUMBER Per License Subscription Per Year

ATTACHMENT C: Catalog of Services - Continued

Service Description		Year One Unit Cost (04/02/2012 through 04/01/2013)	Year Two Unit Cost (04/02/2013 through 04/01/2014)	Year Three Unit Cost (04/02/2014 through 04/01/2015)	Year Four Unit Cost (04/02/2015 through 04/01/2016)	Year Five Unit Cost (04/02/2016 through 04/01/2017)
F	Environmental & Risk Management					
i.	Energy Management – Web Central	\$NUMBER Per License Subscription Per Year	\$NUMBER Per License Subscription Per Year	\$NUMBER Per License Subscription Per Year	\$NUMBER Per License Subscription Per Year	\$NUMBER Per License Subscription Per Year
ii.	Energy Management – Run Anywhere	\$NUMBER Per License Subscription Per Year	\$NUMBER Per License Subscription Per Year	\$NUMBER Per License Subscription Per Year	\$NUMBER Per License Subscription Per Year	\$NUMBER Per License Subscription Per Year
iii.	Emergency Preparedness – Web Central	\$NUMBER Per License Subscription Per Year	\$NUMBER Per License Subscription Per Year	\$NUMBER Per License Subscription Per Year	\$NUMBER Per License Subscription Per Year	\$NUMBER Per License Subscription Per Year
iv.	Emergency Preparedness – Run Anywhere	\$NUMBER Per License Subscription Per Year	\$NUMBER Per License Subscription Per Year	\$NUMBER Per License Subscription Per Year	\$NUMBER Per License Subscription Per Year	\$NUMBER Per License Subscription Per Year
v.	Emergency Preparedness – Windows	\$NUMBER Per License Subscription Per Year	\$NUMBER Per License Subscription Per Year	\$NUMBER Per License Subscription Per Year	\$NUMBER Per License Subscription Per Year	\$NUMBER Per License Subscription Per Year
vi.	Environmental Sustainability – Web Central	\$NUMBER Per License Subscription Per Year	\$NUMBER Per License Subscription Per Year	\$NUMBER Per License Subscription Per Year	\$NUMBER Per License Subscription Per Year	\$NUMBER Per License Subscription Per Year
vii.	Environmental Sustainability – Run Anywhere	\$NUMBER Per License Subscription Per Year	\$NUMBER Per License Subscription Per Year	\$NUMBER Per License Subscription Per Year	\$NUMBER Per License Subscription Per Year	\$NUMBER Per License Subscription Per Year
viii.	Environmental Sustainability – Windows	\$NUMBER Per License Subscription Per Year	\$NUMBER Per License Subscription Per Year	\$NUMBER Per License Subscription Per Year	\$NUMBER Per License Subscription Per Year	\$NUMBER Per License Subscription Per Year
ix.	Green Building- (V19.3) – Web Central	\$NUMBER Per License Subscription Per Year	\$NUMBER Per License Subscription Per Year	\$NUMBER Per License Subscription Per Year	\$NUMBER Per License Subscription Per Year	\$NUMBER Per License Subscription Per Year
x.	Green Building- (V19.3) – Run Anywhere	\$NUMBER Per License Subscription Per Year	\$NUMBER Per License Subscription Per Year	\$NUMBER Per License Subscription Per Year	\$NUMBER Per License Subscription Per Year	\$NUMBER Per License Subscription Per Year
G	Building Operations					
i.	On Demand Work – Web Central	\$NUMBER Per License Subscription Per Year	\$NUMBER Per License Subscription Per Year	\$NUMBER Per License Subscription Per Year	\$NUMBER Per License Subscription Per Year	\$NUMBER Per License Subscription Per Year

ATTACHMENT C: Catalog of Services - Continued

Service Description		Year One Unit Cost (04/02/2012 through 04/01/2013)	Year Two Unit Cost (04/02/2013 through 04/01/2014)	Year Three Unit Cost (04/02/2014 through 04/01/2015)	Year Four Unit Cost (04/02/2015 through 04/01/2016)	Year Five Unit Cost (04/02/2016 through 04/01/2017)
ii.	On Demand Work – Run Anywhere	\$NUMBER Per License Subscription Per Year	\$NUMBER Per License Subscription Per Year	\$NUMBER Per License Subscription Per Year	\$NUMBER Per License Subscription Per Year	\$NUMBER Per License Subscription Per Year
iii.	Preventive Maintenance – Web Central	\$NUMBER Per License Subscription Per Year	\$NUMBER Per License Subscription Per Year	\$NUMBER Per License Subscription Per Year	\$NUMBER Per License Subscription Per Year	\$NUMBER Per License Subscription Per Year
iv.	Preventive Maintenance – Run Anywhere	\$NUMBER Per License Subscription Per Year	\$NUMBER Per License Subscription Per Year	\$NUMBER Per License Subscription Per Year	\$NUMBER Per License Subscription Per Year	\$NUMBER Per License Subscription Per Year
v.	Condition Assessment – Web Central	\$NUMBER Per License Subscription Per Year	\$NUMBER Per License Subscription Per Year	\$NUMBER Per License Subscription Per Year	\$NUMBER Per License Subscription Per Year	\$NUMBER Per License Subscription Per Year
vi.	Condition Assessment – Run Anywhere	\$NUMBER Per License Subscription Per Year	\$NUMBER Per License Subscription Per Year	\$NUMBER Per License Subscription Per Year	\$NUMBER Per License Subscription Per Year	\$NUMBER Per License Subscription Per Year
vii.	Building Operations Management – Windows	\$NUMBER Per License Subscription Per Year	\$NUMBER Per License Subscription Per Year	\$NUMBER Per License Subscription Per Year	\$NUMBER Per License Subscription Per Year	\$NUMBER Per License Subscription Per Year
viii.	Call Center Wizard – Windows	\$NUMBER Per License Subscription Per Year	\$NUMBER Per License Subscription Per Year	\$NUMBER Per License Subscription Per Year	\$NUMBER Per License Subscription Per Year	\$NUMBER Per License Subscription Per Year
H	Workplace Services					
i.	Reservations – Web Central	\$NUMBER Per License Subscription Per Year	\$NUMBER Per License Subscription Per Year	\$NUMBER Per License Subscription Per Year	\$NUMBER Per License Subscription Per Year	\$NUMBER Per License Subscription Per Year
ii.	Reservations – Run Anywhere	\$NUMBER Per License Subscription Per Year	\$NUMBER Per License Subscription Per Year	\$NUMBER Per License Subscription Per Year	\$NUMBER Per License Subscription Per Year	\$NUMBER Per License Subscription Per Year
iii.	Service Desk – Web Central	\$NUMBER Per License Subscription Per Year	\$NUMBER Per License Subscription Per Year	\$NUMBER Per License Subscription Per Year	\$NUMBER Per License Subscription Per Year	\$NUMBER Per License Subscription Per Year
iv.	Service Desk – Run Anywhere	\$NUMBER Per License Subscription Per Year	\$NUMBER Per License Subscription Per Year	\$NUMBER Per License Subscription Per Year	\$NUMBER Per License Subscription Per Year	\$NUMBER Per License Subscription Per Year

ATTACHMENT C: Catalog of Services - Continued

Service Description		Year One Unit Cost (04/02/2012 through 04/01/2013)	Year Two Unit Cost (04/02/2013 through 04/01/2014)	Year Three Unit Cost (04/02/2014 through 04/01/2015)	Year Four Unit Cost (04/02/2015 through 04/01/2016)	Year Five Unit Cost (04/02/2016 through 04/01/2017)
v.	Hoteling – Web Central	\$NUMBER Per License Subscription Per Year	\$NUMBER Per License Subscription Per Year	\$NUMBER Per License Subscription Per Year	\$NUMBER Per License Subscription Per Year	\$NUMBER Per License Subscription Per Year
vi.	Hoteling – Run Anywhere	\$NUMBER Per License Subscription Per Year	\$NUMBER Per License Subscription Per Year	\$NUMBER Per License Subscription Per Year	\$NUMBER Per License Subscription Per Year	\$NUMBER Per License Subscription Per Year
vii.	Hoteling – Windows	\$NUMBER Per License Subscription Per Year	\$NUMBER Per License Subscription Per Year	\$NUMBER Per License Subscription Per Year	\$NUMBER Per License Subscription Per Year	\$NUMBER Per License Subscription Per Year
viii.	Fleet Management – Web Central (an ARCHIBUS Solutions Center product)	\$NUMBER Per License Subscription Per Year	\$NUMBER Per License Subscription Per Year	\$NUMBER Per License Subscription Per Year	\$NUMBER Per License Subscription Per Year	\$NUMBER Per License Subscription Per Year
ix.	Fleet Management – Run Anywhere (an ARCHIBUS Solutions Center product)	\$NUMBER Per License Subscription Per Year	\$NUMBER Per License Subscription Per Year	\$NUMBER Per License Subscription Per Year	\$NUMBER Per License Subscription Per Year	\$NUMBER Per License Subscription Per Year
x.	Fleet Management – Windows (an ARCHIBUS Solutions Center product)	\$NUMBER Per License Subscription Per Year	\$NUMBER Per License Subscription Per Year	\$NUMBER Per License Subscription Per Year	\$NUMBER Per License Subscription Per Year	\$NUMBER Per License Subscription Per Year
I	Technology Extensions/Plug-ins					
i.	Overlay with Design Management for AutoCAD & REVIT – Run Anywhere	\$NUMBER Per License Subscription Per Year	\$NUMBER Per License Subscription Per Year	\$NUMBER Per License Subscription Per Year	\$NUMBER Per License Subscription Per Year	\$NUMBER Per License Subscription Per Year
ii.	Overlay with Design Management for AutoCAD & REVIT – Windows	\$NUMBER Per License Subscription Per Year	\$NUMBER Per License Subscription Per Year	\$NUMBER Per License Subscription Per Year	\$NUMBER Per License Subscription Per Year	\$NUMBER Per License Subscription Per Year
iii.	Geospatial Extensions for ESRI ArcGIS – Web Central	\$NUMBER Per License Subscription Per Year	\$NUMBER Per License Subscription Per Year	\$NUMBER Per License Subscription Per Year	\$NUMBER Per License Subscription Per Year	\$NUMBER Per License Subscription Per Year
J	ACP					
i.	Client Server – Named user license – Windows	\$NUMBER Per License Subscription Per Year	\$NUMBER Per License Subscription Per Year	\$NUMBER Per License Subscription Per Year	\$NUMBER Per License Subscription Per Year	\$NUMBER Per License Subscription Per Year
ii.	Client Server – Ten (10) concurrent user license – Windows	\$NUMBER Per License Subscription Per Year	\$NUMBER Per License Subscription Per Year	\$NUMBER Per License Subscription Per Year	\$NUMBER Per License Subscription Per Year	\$NUMBER Per License Subscription Per Year

ATTACHMENT C: Catalog of Services - Continued

Service Description		Year One Unit Cost (04/02/2012 through 04/01/2013)	Year Two Unit Cost (04/02/2013 through 04/01/2014)	Year Three Unit Cost (04/02/2014 through 04/01/2015)	Year Four Unit Cost (04/02/2015 through 04/01/2016)	Year Five Unit Cost (04/02/2016 through 04/01/2017)
iii.	Client Server – Fifty (50) concurrent user license – Windows	\$NUMBER Per License Subscription Per Year	\$NUMBER Per License Subscription Per Year	\$NUMBER Per License Subscription Per Year	\$NUMBER Per License Subscription Per Year	\$NUMBER Per License Subscription Per Year
iv.	Client Server – One hundred (100) concurrent user license – Windows	\$NUMBER Per License Subscription Per Year	\$NUMBER Per License Subscription Per Year	\$NUMBER Per License Subscription Per Year	\$NUMBER Per License Subscription Per Year	\$NUMBER Per License Subscription Per Year
v.	Web Central – Ten (10) concurrent user license – Web Central	\$NUMBER Per License Subscription Per Year	\$NUMBER Per License Subscription Per Year	\$NUMBER Per License Subscription Per Year	\$NUMBER Per License Subscription Per Year	\$NUMBER Per License Subscription Per Year
vi.	Web Central – Fifty (50) concurrent user license – Web Central	\$NUMBER Per License Subscription Per Year	\$NUMBER Per License Subscription Per Year	\$NUMBER Per License Subscription Per Year	\$NUMBER Per License Subscription Per Year	\$NUMBER Per License Subscription Per Year
vii.	Web Central – One hundred (100) concurrent user license – Web Central	\$NUMBER Per License Subscription Per Year	\$NUMBER Per License Subscription Per Year	\$NUMBER Per License Subscription Per Year	\$NUMBER Per License Subscription Per Year	\$NUMBER Per License Subscription Per Year
viii.	Web Central Core - Per 250 Web ACP's	\$NUMBER Per License Subscription Per Year	\$NUMBER Per License Subscription Per Year	\$NUMBER Per License Subscription Per Year	\$NUMBER Per License Subscription Per Year	\$NUMBER Per License Subscription Per Year
ix.	Run Anywhere – One (1) concurrent user license – Run Anywhere	\$NUMBER Per License Subscription Per Year	\$NUMBER Per License Subscription Per Year	\$NUMBER Per License Subscription Per Year	\$NUMBER Per License Subscription Per Year	\$NUMBER Per License Subscription Per Year
x.	Run Anywhere – Three (3) concurrent user license – Run Anywhere	\$NUMBER Per License Subscription Per Year	\$NUMBER Per License Subscription Per Year	\$NUMBER Per License Subscription Per Year	\$NUMBER Per License Subscription Per Year	\$NUMBER Per License Subscription Per Year
xi.	Run Anywhere – Five (5) concurrent user license – Run Anywhere	\$NUMBER Per License Subscription Per Year	\$NUMBER Per License Subscription Per Year	\$NUMBER Per License Subscription Per Year	\$NUMBER Per License Subscription Per Year	\$NUMBER Per License Subscription Per Year
xii.	Executive Information System – One (1) concurrent user license – Windows	\$NUMBER Per License Subscription Per Year	\$NUMBER Per License Subscription Per Year	\$NUMBER Per License Subscription Per Year	\$NUMBER Per License Subscription Per Year	\$NUMBER Per License Subscription Per Year
xiii.	Executive Information System – Three (3) concurrent user license – Windows	\$NUMBER Per License Subscription Per Year	\$NUMBER Per License Subscription Per Year	\$NUMBER Per License Subscription Per Year	\$NUMBER Per License Subscription Per Year	\$NUMBER Per License Subscription Per Year
xiv.	Executive Information System – Five (5) concurrent user license – Windows	\$NUMBER Per License Subscription Per Year	\$NUMBER Per License Subscription Per Year	\$NUMBER Per License Subscription Per Year	\$NUMBER Per License Subscription Per Year	\$NUMBER Per License Subscription Per Year

ATTACHMENT C: Catalog of Services - Continued

	Year One Unit Cost (04/02/2012 through 04/01/2013)	Year Two Unit Cost (04/02/2013 through 04/01/2014)	Year Three Unit Cost (04/02/2014 through 04/01/2015)	Year Four Unit Cost (04/02/2015 through 04/01/2016)	Year Five Unit Cost (04/02/2016 through 04/01/2017)	
III. ARCHIBUS Technical Support Services (Refer to Contract Section A.7, <u>ARCHIBUS Technical Support</u>)						
A	Technical Support	\$NUMBER Per Hour	\$NUMBER Per Hour	\$NUMBER Per Hour	\$NUMBER Per Hour	\$NUMBER Per Hour
IV. ARCHIBUS Consulting Services (Refer to Contract Section A.13, <u>ARCHIBUS Statement of Work Process</u>)						
A	Personnel					
i.	Project Manager	\$NUMBER Per Hour	\$NUMBER Per Hour	\$NUMBER Per Hour	\$NUMBER Per Hour	\$NUMBER Per Hour
ii.	System Engineer	\$NUMBER Per Hour	\$NUMBER Per Hour	\$NUMBER Per Hour	\$NUMBER Per Hour	\$NUMBER Per Hour
iii.	System Programmer	\$NUMBER Per Hour	\$NUMBER Per Hour	\$NUMBER Per Hour	\$NUMBER Per Hour	\$NUMBER Per Hour
iv.	Senior CAD Technician	\$NUMBER Per Hour	\$NUMBER Per Hour	\$NUMBER Per Hour	\$NUMBER Per Hour	\$NUMBER Per Hour
v.	CAD Technician	\$NUMBER Per Hour	\$NUMBER Per Hour	\$NUMBER Per Hour	\$NUMBER Per Hour	\$NUMBER Per Hour
B	Training Services	\$NUMBER Per Day	\$NUMBER Per Day	\$NUMBER Per Day	\$NUMBER Per Day	\$NUMBER Per Day
C	Estimating Services	\$NUMBER Per Hour	\$NUMBER Per Hour	\$NUMBER Per Hour	\$NUMBER Per Hour	\$NUMBER Per Hour

ATTACHMENT D: ARCHIBUS Statement of Work Form

ARCHIBUS Licensing, Maintenance and Support Services

STATEMENT OF WORK # _____

SOW Project Name: _____

Incident #/Request #: _____

Date Initiated: _____

State Contact: _____

TEL: _____

Vendor Contact: _____

TEL: _____

Service Description:

Deliverables:

- 1.
- 2.
- 3.

Requested Time Frames:

- 1.
- 2.
- 3.

Detailed Specifications Attached? (Y/N): _____

Detailed Estimate of Effort Required:

(The details of this estimate may be provided on a separate sheet if more space is needed. If this is done, please denote by stating "See Attached" under the Unit Description heading and include the grand total estimated cost where indicated below in addition to being shown on the separate sheet)

<u>UNIT DESCRIPTION</u>	<u>UNIT COST</u>	<u>UNITS REQUIRED</u>	<u>EXTENDED COST</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

GRAND TOTAL ESTIMATED COST: _____
 (maximum cost for this SOW)

The undersigned hereby agrees to the terms of this SOW:

CONTRACTOR

State of Tennessee

Printed Name: _____

Printed Name: _____

Date: _____

Date: _____

CC: Jeanne Smith

(The State reserves the right to modify this form without advance notice. If this form is modified, the Contractor will be provided the modified form in a timely manner).

ATTACHMENT E: Authorized Individuals Form

STATE OF TENNESSEE AUTHORIZED INDIVIDUALS:

Technical Support Authorized Users

To Be Determined

Persons Authorized to Report Problems/Receive Responses to Problem Reports

To Be Determined

Persons Authorized to Submit Statements of Work/Receive Detailed Estimates

To Be Determined

CONTRACTOR AUTHORIZED INDIVIDUALS:

Persons Authorized to Receive and Respond to Problem Reports

To Be Determined

Persons Authorized to Receive Statements of Work/Submit Detailed Estimates

To Be Determined

(The State reserves the right to modify this form without advance notice. If this form is modified, the Contractor will be provided the modified form in a timely manner).

RFP ATTACHMENT 6.7. - Exception Requests to State Standards – Prior to Proposal Submission

6.7.1 Exception Requests to State Standards

The use of non-State standard products (software products, hardware products, and/or communications protocols) in the proposed solution is an exception request to State standards. State-standard Product Components are listed and designated as “Current” in the *Tennessee Enterprise Architecture*.

Non-State standard products are defined as:

- Any software that is not listed and designated as Current in the *Tennessee Enterprise Architecture*; or
- Any hardware that is not listed and designated as Current in, or is not compatible with standards listed in, the *Tennessee Enterprise Architecture*.

The State's goal is to limit the proliferation of non-standard technologies. **Non-standard technologies present an undue burden on the State in terms of additional training, maintenance and operational costs that the State would otherwise not incur.** Therefore, the State encourages vendors to propose solutions that use State standard products.

The services requested through this RFP should be provided within the technical environment and State standards described by the *Tennessee Enterprise Architecture*. The proposed solution must either fully comply with the State's Architecture, or exception(s) to State standards should be requested, as described in the following sections.

IMPORTANT NOTE: in the event that there is no Domain, Discipline, Technology Area, or Product Component covering the product that the vendor would like to use (i.e., there is no current State standard for the product), this still constitutes an exception, and the vendor should request an exception request to use the product in question.

Exception request(s) to use non-State standard product(s) in the proposed solution must be approved in writing by the Department of Finance and Administration, Office for Information Resources (OIR).

6.7.2 Submission and Approval/Disapproval

Exception requests to State standard products should be submitted in writing and received by the State no later than the Written Comments Deadline detailed in the RFP Section 2, Schedule of Events. For each non-State standard product, the written information must describe why the State standard product will not support the solution, the functionality that the exception product provides, and how the exception product will be used in the proposed solution. Provide this information by completing and submitting it no later than the Written Comments Deadline in the form of the table given in RFP Attachment 6.8.

Requesting and receiving approval of non-State standard product(s) prior to submission of the Proposal will eliminate the risk of disqualification for proposing the product(s).

1. Proposals that include non-State standard product(s), which were submitted to the State as a Written Comment and approved, will not be disqualified for proposing the approved non-State standard product(s).
2. Proposals that include non-State standard product(s), which were submitted to the State as a Written Comment and disapproved, will be disqualified for proposing the disapproved non-State standard product(s); unless the Proposer will agree, through a written clarification response, to replace the disapproved product(s) with product(s) approved by OIR, at no additional cost to the State.
3. For Proposals that include non-State standard product(s), which were not submitted to the State as a Written Question and approved as an exception, OIR will evaluate the proposed product(s) on a case by case basis. The decision to allow or disallow such

products shall be at OIR's sole discretion and shall be documented through a written clarification. If product(s) are disallowed, the Proposal will be disqualified, unless the Proposer will agree, through a written clarification response, to replace the disapproved product(s) with product(s) approved by OIR, at no additional cost to the State.

A list of the approved and disapproved exception requests to State standard products submitted in writing and received by the State no later than the Written Comments Deadline will be published as an amendment to the RFP.

Approval of non-State standard product(s) grants permission for any Proposal to include the product(s); i.e., use of an approved non-State standard product is not limited to the vendor that submitted the written request for approval.

RFP ATTACHMENT 6.8. - Exceptions to Tennessee Technology Architecture Request Form

The State of Tennessee operates upon the concept of a standard Technology Architecture to provide a safe, consistent, dependable environment for IT solutions. New products and exceptions are considered, but not without research and confidence that exceptions will not jeopardize the safety and dependability of Tennessee's technical environment.

Please use the form below to indicate any deviations from Tennessee's technical standards that the bid solution will necessitate or request for waiver in the event a standard does not exist. Reference the "Technology Architecture Product Standards" section of Technology Architecture and enter the standard product in the first column, the full name of the product requested, and the reason why the state standard product will not support the bid solution. If a standard does not exist in the Technology Architecture, enter the full name of the product requested for the waiver, and the reason the product is needed as part of the vendor's solution. In addition to the "Reason" described above, also include a description of the functionality provided by the non-standard product, and how the non-standard product will be used.

Standard Product as listed	Exception Requested	Reason State Standard Won't Support Solution (or) Reason Product is Needed / Functionality Provided / How the Product Will Be Used

RFP ATTACHMENT 6.9. – Edison Interface File Layouts

Listed below are the various Edison interface file layouts for both request (RQST) and response (RESP) files. If there is not a response file layout for a particular interface, that interface uses the standard response layout. A copy of the documentation of these Edison interface file layouts can be downloaded from the following website: <http://www.state.tn.us/finance/rds/ocr/rfp.html>.

Edison standard response interface file layout
IF0001 – SpeedChart RQST interface file layout
IF0001 – SpeedChart RESP interface file layout
IF0004 – Inventory Item RQST interface file layout
IF0004 – Inventory Item RESP interface file layout
IF0007 – Accounts Payable Voucher RQST interface file layout
IF0011 – Accounts Payable Payment History RQST interface file layout
IF0011 – Accounts Payable Payment History RESP interface file layout
IF0013 – Accounts Receivable Billing RQST interface file layout
IF0037 – General Ledger Transaction History RQST interface file layout
IF0037 – General Ledger Transaction History RESP interface file layout
IF0038 – Purchase Order RQST interface file layout
IF0039 – General Ledger Journal RQST interface file layout
IF0056 - Vendor RQST interface file layout
IF0056 - Vendor RESP interface file layout

RFP ATTACHMENT 6.10. - Background Information

Background Information: The department of Real Property Administration in Finance & Administration has been merged with Property Services Management in the Department of General Services. The merged state property management division has been named State of Tennessee Real Estate Asset Management (STREAM), and is in the Department of General Services. The need for consistent, accessible real property related information has increased greatly with this merger of departments.

The area formerly known as Real Property Administration Division (RPA) is responsible to develop the State's capital initiatives and real property assets. It is the implementation arm of the State Building Commission (SBC), and is responsible for all capital improvements.

The area formerly known as Property Services Management operates, manages, and maintains state facilities. The division also administers comprehensive policies and procedures for the management of state-owned and leased facilities statewide.

STREAM currently uses ARCHIBUS for [REDACTED] in support of its Real Estate Management and Interior Design business areas. STREAM wishes to expand the use of ARCHIBUS to support all of its business areas' responsibilities. As a part of this expansion of use, the ARCHIBUS installation will be upgraded to the latest release. A mix of [REDACTED] and Web Central user interfaces is anticipated.

STREAM also uses a legacy Project Management software called PITS, and the information now maintained in this system will need to be migrated to the new ARCHIBUS application.



STATE OF TENNESSEE
DEPARTMENT OF GENERAL SERVICES

REQUEST FOR PROPOSALS # 32107-00211
AMENDMENT # One
FOR ARCHIBUS Licensing and Support

DATE: February 21, 2012

RFP # 32107-00211 IS AMENDED AS FOLLOWS:

- 1. This RFP Schedule of Events updates and confirms scheduled RFP dates.**

EVENT	TIME	DATE	UPDATED / CONFIRMED
1 State Issues RFP		2/6/12	Confirmed
2 Disability Accommodation Request Deadline	2:00 p.m.	2/9/12	Confirmed
3 Notice of Intent to Propose Deadline	2:00 p.m.	2/10/12	Confirmed
4 Written Comments Deadline	2:00 p.m.	2/15/12	Confirmed
5 State Responds to Written Comments		2/24/12	Updated
6 Proposal Deadline	2:00 p.m.	3/2/12	Updated
7 State Completes Technical Proposal Evaluations		3/8/12	Updated
8 State Opens Cost Proposals & Calculates Scores	9:00 a.m.	3/9/12	Updated
9 State Issues Evaluation Notice & Opens RFP Files for Public Inspection	2:00 p.m.	3/12/12	Updated
10 Contract Signing		3/22/12	Updated
11 Contract Signature Deadline	2:00 p.m.	3/23/12	Updated

- 2. State responses to questions and comments in the table below amend and clarify this RFP.**

Any restatement of RFP text in the Question/Comment column shall NOT be construed as a change in the actual wording of the RFP document.

QUESTION / COMMENT	STATE RESPONSE
1 Is there an opportunity to receive it in a Word format instead of PDF?	A <i>Word</i> version of the entire RFP document will be posted on the State's website: http://www.state.tn.us/finance/rds/ocr/rfp.html

QUESTION / COMMENT	STATE RESPONSE
<p>2 While the desire to award the contract to vendors with government experience is understandable, is there a reason why the State of Tennessee has chosen to limit the response to only vendors with state government experience?</p>	<p>The vendor having strong knowledge of State real estate and facility management procedures, processes, and operations, and experience with ARCHIBUS in a State environment is critically important to the successful implementation of this project. Having state government experience is critical because the real estate systems set up, processes, and implementation for state government is specialized, and specialized experience will be important for the professional services portion of the contract.</p>
<p>3 Will proposals from vendors with extensive Federal, County, and/or Municipal government experience be rejected for not meeting this requirement?</p>	<p>The State requires written confirmation that the Proposer has at least one current state government client for which Proposer provides implementation and support services specifically for ARCHIBUS software. If the Proposer does not meet this mandatory requirement, the proposal will be non-responsive.</p>
<p>4 Does the State currently have an End User License Agreement in place with ARCHIBUS?</p>	<p>The State is currently under the version 16 End User License Agreement with ARCHIBUS.</p>
<p>5 Will the proposer be required to negotiate an End User License Agreement with the State? (i.e. new version)</p>	<p>If any amendments or modifications to the EULA are required, the State will negotiate the agreement directly with ARCHIBUS.</p>
<p>6 To meet the requirement of written confirmation of an existing state client is an e-mail sufficient or does the state need a specific type of document? (i.e. letter, etc.)</p>	<p>At least one confirmation is requested to be in the form of a reference, for reference format and details see RFP Attachment 6.2 Section B.17. Any additional state client confirmations may be letters or emails.</p>
<p>7 On P. 32 of RFP 32107.00211, there is a reference to an Excel spreadsheet version of the Cost Proposal and Scoring Guide, citing a link to the web site, http://www.state.tn.us/finance/rds/ocr/rfp.html. Please confirm when this will be posted.</p>	<p>There will be three (3) Excel spreadsheets (xls and xlsx version of the cost proposal and the xlsx version of catalog pricing) posted at the following website on 2/24/12: http://www.state.tn.us/finance/rds/ocr/rfp.html.</p>
<p>8 What is the State's current license configuration?</p>	<p>8 x Archibus/FM ICP Client Server 1 x Archibus/FM Web Central (10 seats) 3 x Space Management for [REDACTED] 1 x Furniture and Equipment Management for [REDACTED] 1 x Executive Information System 3 x Archibus/FM Overlay for AutoCAD ARX with Design Management 1 x FM Web Central Core Program 1 x Web Central Starter Package 3 x Real Property and Lease Management for [REDACTED]</p>
<p>9 Has the State maintained ARCHIBUS subscriptions for all existing licenses?</p>	<p>The ARCHIBUS licenses listed above in section 8 are all renewed up to April 13, 2012.</p>

QUESTION / COMMENT	STATE RESPONSE
<p>10 In reference to the Cost Sheet provided, there are a few anomalies that I would like to address, prior to submission:</p> <p>a. You are calculating the single license cost x each of the 5 years, even though each license will only be purchased once. I understand the desire to have set product pricing for five years, but can the calculations be revised to only calculate the cost of one year (first, last or middle). The reason I ask is because the major pricing differences between vendors will be realized in the hourly rates provided. If the overall evaluated cost includes the license prices x 5, then the percentage of the overall cost that accounts for hourly services will be less significant. To get a more solid/accurate pricing model for evaluation, it might be beneficial to reduce the one-time license cost to just calculate the licensing based on one of the provided years.</p> <p>b. Additionally, the ARCHIBUS licensing model includes Web Central licensing for 25 concurrent years, in addition to the 10, 50, and 100 user configurations specified on the provided cost sheet. Did the State intentionally exclude this pricing group, or was this an over site? Should it be added in?</p> <p>c. All Evaluation Factors for Licensing and Subscription costs are set to 1, with the exception of the subscription for the Overlay with Design Management for AutoCAD and REVIT (page 51 of RFP), which is set to 3. Was this an error, or did you intend to evaluate the cost of 3 subscriptions?</p> <p>d. In the RFP, page 54, there is a single line item for 300 hours of Technical Support, for the Cost Proposal. The ARCHIBUS, Inc. price list and many vendors offer a Technical Support cost that is based on the client's current ARCHIBUS configuration. This alternate configuration can be very cost effective in comparison to the hourly option being requested. Can the State revise the Cost Proposal to allow vendors to either submit an hourly rate x the 300 hours OR a total cost of technical support for each year, assuming all listed products are purchased with a single license?</p>	<p>a) The existing pricing model will be used</p> <p>b) Proposer's question addresses licensing for a period of concurrent years, which is not consistent with the wording of the pricing model. The pricing model addresses number of users, not number of years. Pricing for 25 user licenses was not included in the original RFP, but is now included, please refer to section 3 below and RFP#32107-00211 Release 2.</p> <p>c) The Overlay with Design Management for AutoCAD and REVIT evaluation factor has been modified from 3 to 1.</p> <p>d) The State will evaluate the RFP with the hourly rate as currently listed.</p>
<p>11 Attachment 6.3 Page 38 of 106. ACP. The line items asks for a "Named User License" The ARCHIBUS application does not have a "Named User". It is licensed on a "concurrent user basis" Should this item be eliminated?</p>	<p>The Named User License line items reference has been removed; please refer to section 3 below and RFP#32107-00211 Release 2.</p>
<p>12 Attachment 6.3 Page 52 of 106 ARCHIBUS</p>	

QUESTION / COMMENT	STATE RESPONSE
<p>██████ (client server) pricing is by individual count. There is not a 25, 50 or 100 concurrent user pricing for groups. Is the intent here to see if there is a price break at these quantities? The State understands in the windows environment it can order 23, or 36 or any number of concurrent user?</p>	<p>The Client Server line items reference has been removed; please refer to section 3 below and RFP#32107-00211 Release 2.</p>
<p>13 Attachment 6.3 Page 38 of 106 Web Central activities are licensed for up to 250 users per activity license. The pricing sheet asks for pricing per license. Is it your intent that a "license" for an activity is a single license and that the number of users is not pertinent. (i.e. do not divide the proposed price by 250 to get a per user license cost).</p>	<p>Include the per license cost, do not divide the license by possible number of users.</p>
<p>14 Attachment 6.3 page 33 of 106 The run anywhere application is in-fact Web Central with a limited number of users and up to 8 activities. Any activity can be included in the designated number of included activities, and any activity can be purchased separately. The pricing is different if it is included in the bundle of activities that can be specified in the run Anywhere pricing. Do you want pricing for each activity as if it was not included in the initial bundle?</p>	<p>All Run Anywhere line items have been removed; please refer to section 3 below and RFP#32107-00211 Release 2.</p>
<p>15 Does the State realize that the Run Anywhere license is capped at a max of 10 users and 8 activities?</p>	<p>See the State's response to question #14.</p>
<p>16 Will an XLS spreadsheet be available in .xlsx format?</p>	<p>See the State's response to question #7.</p>
<p>17 "and six (6) copies of the Technical Proposal each in the form of one (1) digital document in "PDF" format properly recorded on its own otherwise blank, standard CDR recordable disc labeled: Is it the intent that only one file be on the CD and that it contain all sections together? Must the page numbers be consecutive from start to finish or may a page number be restarted for each section of the attachments in 6.2.</p>	<p>Yes, it is the intent that only one file be on each of the six (6) CD copies; however, if more than one file is required due to space limitations, please keep it to as few files as possible. It is helpful for the evaluators to have the page numbers consecutive, but it is not a mandatory requirement.</p>
<p>18 With State only experience and current state customer requirements, the pool of vendors</p>	<p>See the State's response to question #3.</p>

QUESTION / COMMENT	STATE RESPONSE
<p>will be very limited, thus increasing the risk of higher costs due to such limited competition. Should vendors with Federal and Local government experience be permitted to submit proposals, will the extent of the vendor's government experience be weighted in the evaluation?</p> <p>If the State allows this requirement to be broadened to experience at all levels of government, then will this allowance be extended to all areas of the RFP that reference the specific requirements to state government (i.e. personnel experience, references, explanation of experience is work performed, etc.)?</p>	
<p>19 The link in RFP Attachment 6.9 to download the Edison interface file layouts keeps routing back to the home page of the RFP section. Is there a different like you can provide so we can get the necessary tables?</p>	<p>The Edison interface file layouts are now posted at the link below:</p> <p>http://www.state.tn.us/finance/rds/ocr/rfp.html.</p>

3. **Delete RFP #32107-00211 and RFP Attachment 6.6. Pro Forma Contract, in its entirety and replace with RFP#32107-00211 Release 2 (any sentence or paragraph comprised by revised or new text is highlighted in yellow).**



STATE OF TENNESSEE
DEPARTMENT OF GENERAL SERVICES

REQUEST FOR PROPOSALS
FOR
ARCHIBUS Licensing and Support

RFP # 32107.00211 – Release 2

RFP CONTENTS

SECTIONS:

1. INTRODUCTION
2. RFP SCHEDULE OF EVENTS
3. PROPOSAL REQUIREMENTS
4. GENERAL CONTRACTING INFORMATION & REQUIREMENTS
5. PROPOSAL EVALUATION & CONTRACT AWARD

ATTACHMENTS:

- 6.1. Proposal Statement of Certifications & Assurances
- 6.2. Technical Proposal & Evaluation Guide
- 6.3. Cost Proposal & Scoring Guide
- 6.4. Reference Questionnaire
- 6.5. Proposal Score Summary Matrix
- 6.6. *Pro Forma* Contract
 - A – Attestation Re Personnel Used In Contract Performance
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 - E – Authorized Individuals Form
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- 6.8. Exceptions to Tennessee Technology Architecture Request Form
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- 6.10. Background Information

1. INTRODUCTION

The State of Tennessee, Department of General Services, hereinafter referred to as "the State," has issued this Request for Proposals (RFP) to define minimum service requirements; solicit proposals; detail proposal requirements; and, outline the State's process for evaluating proposals and selecting a contractor to provide the needed service.

Through this RFP, the State seeks to buy the best services at the most favorable, competitive prices and to give ALL qualified businesses, including those that are owned by minorities, women, persons with a handicap or disability, and small business enterprises, opportunity to do business with the State as contractors and sub-contractors.

1.1. Statement of Procurement Purpose

- 1.1.1. The State intends to secure a contract for licensing, installation, upgrade, maintenance and support services for the proprietary software, ARCHIBUS, and any and all software modules that may be implemented as part of the State's ARCHIBUS installation.

To advance the State's initiatives and to ensure continuing support for ARCHIBUS, the State is now requesting proposals from all vendors qualified to provide services in support of the State's use of ARCHIBUS, including but not limited to:

- Upgrade to the current release of ARCHIBUS;
- Add the additional ARCHIBUS modules to be purchased by the State;
- Implement Web Central user interface where appropriate;
- Develop the means to exchange data between ARCHIBUS and the State's installation of ██████████ known as Edison (refer to RFP Attachment 6.9 for the file layouts to be used for exchanging data with Edison).
- Continue to supply upgrades and new releases of ARCHIBUS, and support the State in the application and/or installation of the same such that the State continues to use the current release of ARCHIBUS;
- Provide ongoing maintenance and support services for ARCHIBUS, and any and all business functionality that may be implemented as part of the State's ARCHIBUS installation.

Refer to the RFP Attachment 6.6, *Pro Forma* contract for the entire scope of services to be provided.

Because strong knowledge of state real estate and facility management procedures, processes, and operations is critically important to the successful implementation of this project, the State requires that Providers have a minimum of one (1) current state government client to which they provide implementation and support services specifically for ARCHIBUS software.

- 1.1.2. The State maintains a document entitled *State of Tennessee Enterprise Architecture* (otherwise known as the "Technology Architecture"). This document provides a list of State-standard hardware and software and will be the basis for determining which proposed products are deviations from State standards. If Proposers wish to propose any products which do not appear in the Technology Architecture, Proposers should make formal requests to do so during the Written Comments process described in RFP Section 1.4.4.

The vendor may request a copy of the Technology Architecture by submitting a written request (an email will suffice) to the RFP coordinator listed in RFP Section 1.4.2.1. The content of this document may prompt vendor questions and/or significantly impact the vendor's proposal; therefore, the State encourages interested vendors to request this document and review it carefully prior to the Written Comments Deadline given in RFP Section 2.

When a contract is executed pursuant to this RFP, the *State of Tennessee Enterprise Architecture* will be included as Contract Attachment B.

1.1.3. If the Proposer intends to request any exceptions to “State Standard products” as defined in the Technology Architecture, these exception requests should be submitted in writing. State receipt of the written exception requests should be no later than the Written Comments Deadline detailed in the RFP Section 2, Schedule of Events. See RFP Attachment 6.7., Exception Requests to State Standards – Prior to Proposal Submission, for more detail.

1.2. Scope of Service, Contract Period, & Required Terms and Conditions

The RFP Attachment 6.6., *Pro Forma* Contract details the State’s required:

- Scope of Services and Deliverables (Section A);
- Contract Period (Section B);
- Payment Terms (Section C);
- Standard Terms and Conditions (Section D); and,
- Special Terms and Conditions (Section E).

The *pro forma* contract substantially represents the contract document that the successful Proposer must sign.

1.3. Nondiscrimination

No person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of a Contract pursuant to this RFP or in the employment practices of the Contractor on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal, Tennessee state constitutional, or statutory law. The Contractor pursuant to this RFP shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

1.4. RFP Communications

1.4.1. The State has assigned the following RFP identification number that must be referenced in all communications regarding this RFP:

RFP # 32107.00211

1.4.2. **Unauthorized contact about this RFP with employees or officials of the State of Tennessee except as detailed below may result in disqualification from consideration under this procurement process.**

1.4.2.1. Potential proposers must direct communications relating to this RFP to the following:

Tammy Robbins
Jenny Young
Department of General Services
312 Rosa Parks Avenue, 24th Floor
Nashville, TN 37243
Telephone: (615) 253-7819 or (615) 741-1298
Fax: 615-532-6257
tammy.robbs@tn.gov and jennifer.young@tn.gov

1.4.2.2. Notwithstanding the foregoing, potential proposers may contact:

- a. staff of the Governor’s Office of Diversity Business Enterprise for assistance available to minority-owned, women-owned, and small businesses as well as general, public information relating to this RFP; and

- b. the following individual designated by the State to coordinate compliance with the nondiscrimination requirements of the State of Tennessee, Title VI of the Civil Rights Act of 1964, the Americans with Disabilities Act of 1990, and associated federal regulations:

Donna Hampton
Department of General Services
State of Tennessee Real Estate Asset Management
312 Rosa L. Parks Avenue
Nashville, Tennessee 37247
Telephone: (615) 253-2913
Donna.hampton@tn.gov

- 1.4.3. Only the State's official, written responses and communications will be binding with regard to this RFP. The State will consider oral communications of any type to be unofficial and non-binding.
- 1.4.4. Potential proposers must ensure that the State receives all written comments, including questions and requests for clarification, no later than the Written Comments Deadline detailed in the RFP Section 2, Schedule of Events.
- 1.4.5. Proposers must assume the risk of the method of dispatching any communication or proposal to the State. The State assumes no responsibility for delays or delivery failures resulting from the method of dispatch. Actual or digital "postmarking" of a communication or proposal to the State by a specified deadline date will not substitute for the State's actual receipt of a communication or proposal.
- 1.4.6. The State will convey all official responses and communications related to this RFP to the potential proposers from whom the State has received a Notice of Intent to Propose (refer to RFP Section 1.7).
- 1.4.7. The State reserves the right to determine, at its sole discretion, the method of conveying official, written responses and communications related to this RFP. Such written communications may be transmitted by mail, hand-delivery, facsimile, electronic mail, Internet posting, or any other means deemed reasonable by the State.
- 1.4.8. The State reserves the right to determine, at its sole discretion, the appropriate and adequate responses to written comments, questions, and requests related to this RFP. The State's official, written responses will constitute an amendment of this RFP.
- 1.4.9. Any data or factual information provided by the State (in this RFP, an RFP amendment or any other communication relating to this RFP) is for informational purposes only. The State will make reasonable efforts to ensure the accuracy of such data or information, however it is within the discretion of Proposers to independently verify any information before relying thereon.

1.5. **Assistance to Proposers With a Handicap or Disability**

Potential proposers with a handicap or disability may receive accommodation relating to the communication of this RFP and participating in the RFP process. Potential proposers may contact the RFP Coordinator to request such reasonable accommodation no later than the Disability Accommodation Request Deadline detailed in the RFP Section 2, Schedule of Events.

1.6. **Proposer Required Review & Waiver of Objections**

- 1.6.1. Each potential proposer must carefully review this RFP, including but not limited to, attachments, the RFP Attachment 6.6., *Pro Forma* Contract, and any amendments, for questions, comments, defects, objections, or any other matter requiring clarification or correction (collectively called "questions and comments").

1.6.2. Any potential proposer having questions and comments concerning this RFP must provide such in writing to the State no later than the Written Comments Deadline detailed in the RFP Section 2, Schedule of Events.

1.6.3. Protests based on any objection shall be considered waived and invalid if the objection has not been brought to the attention of the State, in writing, by the Written Comments Deadline.

1.7. **Notice of Intent to Propose**

Before the Notice of Intent to Propose Deadline detailed in the RFP Section 2, Schedule of Events, potential proposers should submit to the RFP Coordinator a Notice of Intent to Propose (in the form of a simple e-mail or other written communication). Such notice should include the following information:

- the business or individual's name (as appropriate)
- a contact person's name and title
- the contact person's mailing address, telephone number, facsimile number, and e-mail address

A Notice of Intent to Propose creates no obligation and is not a prerequisite for making a proposal, however, it is necessary to ensure receipt of any RFP amendments or other notices and communications relating to this RFP.

1.8. **Proposal Deadline**

A Proposer must ensure that the State receives a proposal no later than the Proposal Deadline time and date detailed in the RFP Section 2, Schedule of Events. A proposal must respond, as required, to this RFP (including its attachments) as may be amended. The State will not accept late proposals, and a Proposer's failure to submit a proposal before the deadline will result in disqualification of the proposal.

2. RFP SCHEDULE OF EVENTS

2.1. The following RFP Schedule of Events represents the State's best estimate for this RFP.

EVENT	TIME (central time zone)	DATE (all dates are state business days)
1. RFP Issued		February 6, 2012
2. Disability Accommodation Request Deadline	2:00 p.m.	February 9, 2012
3. Notice of Intent to Propose Deadline	2:00 p.m.	February 10, 2012
4. Written "Questions & Comments" Deadline	2:00 p.m.	February 15, 2012
5. State Response to Written "Questions & Comments"		February 24, 2012
6. Proposal Deadline	2:00 p.m.	March 2, 2012
7. State Completion of Technical Proposal Evaluations		March 8, 2012
8. State Opening & Scoring of Cost Proposals	9:00 a.m.	March 9, 2012
9. State Evaluation Notice Released <u>and</u> RFP Files Opened for Public Inspection	2:00 p.m.	March 12, 2012
10. Contract Signing		March 22, 2012
11. Contractor Contract Signature Deadline	2:00 p.m.	March 23, 2012

2.2. **The State reserves the right, at its sole discretion, to adjust the RFP Schedule of Events as it deems necessary.** Any adjustment of the Schedule of Events shall constitute an RFP amendment, and the State will communicate such to potential proposers from whom the State has received a Notice of Intent to Propose (refer to section 1.7.).

3. PROPOSAL REQUIREMENTS

3.1. Proposal Form

A response to this RFP must consist of two parts, a Technical Proposal and a Cost Proposal.

- 3.1.1. **Technical Proposal.** The RFP Attachment 6.2., Technical Proposal & Evaluation Guide details specific requirements for making a Technical Proposal in response to this RFP. The guide includes mandatory requirement items, general qualifications and experience items, and technical qualifications, experience, and approach items all of which must be addressed with a written response and, in some instances, additional documentation.

NOTICE: A technical proposal must not include any pricing or cost information. If any pricing or cost information amounts of any type (even pricing relating to other projects) is included in any part of the technical proposal, the state will deem the proposal to be non-responsive and reject it.

- 3.1.1.1. A Proposer must use the RFP Attachment 6.2., Technical Proposal & Evaluation Guide to organize, reference, and draft the Technical Proposal by duplicating the attachment, adding appropriate proposal page numbers as required, and using the guide as a table of contents covering the Technical Proposal.
- 3.1.1.2. A proposal should be economically prepared, with emphasis on completeness and clarity. A proposal, as well as any reference material presented, must be written in English and must be written on standard 8 ½" x 11" pages (although oversize exhibits are permissible). All proposal pages must be numbered.
- 3.1.1.3. All information and documentation included in a Technical Proposal should respond to or address a specific requirement detailed in the RFP Attachment 6.2., Technical Proposal & Evaluation Guide. All information must be incorporated into a response to a specific requirement and clearly referenced. Any information not meeting these criteria will be deemed extraneous and will not contribute to evaluations.
- 3.1.1.4. The State may determine a proposal to be non-responsive and reject it if:
- a. the Proposer fails to organize and properly reference the Technical Proposal as required by this RFP and the RFP Attachment 6.2., Technical Proposal & Evaluation Guide; or
 - b. the Technical Proposal document does not appropriately respond to, address, or meet all of the requirements and proposal items detailed in the RFP Attachment 6.2., Technical Proposal & Evaluation Guide.
- 3.1.2. **Cost Proposal.** A Cost Proposal must be recorded on an exact duplicate of the RFP Attachment 6.3., Cost Proposal & Scoring Guide.

NOTICE: If a proposer fails to submit a cost proposal exactly as required, the state will deem the proposal to be non-responsive and reject it.

- 3.1.2.1. A Proposer must only record the proposed cost exactly as required by the RFP Attachment 6.3., Cost Proposal & Scoring Guide and must NOT record any other rates, amounts, or information.

- 3.1.2.2. The proposed cost shall incorporate ALL costs for services under the contract for the total contract period.
- 3.1.2.3. A Proposer must sign and date the Cost Proposal.
- 3.1.2.4. A Proposer must submit the Cost Proposal to the State in a sealed package separate from the Technical proposal (as detailed in RFP Sections 3.2.3., *et seq.*).

3.2. Proposal Delivery

A Proposer must deliver a proposal in response to this RFP as detailed below. The State will not accept a proposal delivered by any other method.

- 3.2.1. A Proposer must ensure that both the original Technical Proposal and Cost Proposal documents meet all form and content requirements detailed within this RFP for such proposals including but not limited to required signatures.
- 3.2.2. A Proposer must submit original Technical Proposal and Cost Proposal documents and copies as specified below.
 - 3.2.2.1. One (1) original Technical Proposal paper document labeled:
“RFP # 32107.00211 TECHNICAL PROPOSAL ORIGINAL”

and six (6) copies of the Technical Proposal each in the form of one (1) digital document in “PDF” format properly recorded on its own otherwise blank, standard CD-R recordable disc labeled:
“RFP # 32107.00211 TECHNICAL PROPOSAL COPY”

The digital copies should not include copies of sealed customer references, however any other discrepancy between the paper Technical Proposal document and any digital copies may result in the State rejecting the proposal as non-responsive.
 - 3.2.2.2. One (1) original Cost Proposal paper document labeled:
“RFP # 32107.00211 COST PROPOSAL ORIGINAL”

and one (1) copy in the form of a digital document in “XLS” format (Excel version 97-03 or higher) properly recorded on separate blank, standard CD-R recordable disc labeled:
“RFP # 32107.00211 COST PROPOSAL COPY”

In the event of a discrepancy between the original Cost Proposal document and the digital copy, the original, signed document will take precedence.
- 3.2.3. A Proposer must separate, seal, package, and label the documents and discs for delivery as follows.
 - 3.2.3.1. The Technical Proposal original document and copy discs must be placed in a sealed package that is clearly labeled:
“DO NOT OPEN... RFP # 32107.00211 TECHNICAL PROPOSAL FROM [PROPOSER LEGAL ENTITY NAME]”

- 3.2.3.2. The Cost Proposal original document and copy disc must be placed in a separate, sealed package that is clearly labeled:

“DO NOT OPEN... RFP # 32107.00211 COST PROPOSAL FROM [PROPOSER LEGAL ENTITY NAME]”

- 3.2.3.3. The separately, sealed Technical Proposal and Cost Proposal components may be enclosed in a larger package for mailing or delivery, provided that the outermost package is clearly labeled:

“RFP # 32107.00211 SEALED TECHNICAL PROPOSAL & SEALED COST PROPOSAL FROM [PROPOSER LEGAL ENTITY NAME]”

- 3.2.4. A Proposer must ensure that the State receives a proposal in response to this RFP no later than the Proposal Deadline time and date detailed in the RFP Section 2, Schedule of Events at the following address:

Tammy Robbins
Jenny Young
Department of General Services
312 Rosa Parks Avenue, 24th Floor
Nashville, TN 37243
Telephone: (615) 253-7819 or (615) 741-1298

3.3. Proposal & Proposer Prohibitions

- 3.3.1. A proposal must not include the Proposer's own contract terms and conditions. If a proposal contains such terms and conditions, the State, at its sole discretion, may determine the proposal to be a non-responsive counteroffer and reject it.
- 3.3.2. A proposal must not restrict the rights of the State or otherwise qualify either the offer to deliver services as required by this RFP or the Cost Proposal. If a proposal restricts the rights of the State or otherwise qualifies either the offer to deliver services as required by this RFP or the Cost Proposal, the State, at its sole discretion, may determine the proposal to be a non-responsive counteroffer and reject it.
- 3.3.3. A proposal must not propose alternate services (*i.e.*, offer services different from those requested and required by this RFP). The State will consider a proposal of alternate services to be non-responsive and reject it.
- 3.3.4. A Cost Proposal must not result from any collusion between Proposers. The State will reject any Cost Proposal that was not prepared independently without collusion, consultation, communication, or agreement with any other Proposer. Regardless of the time of detection, the State will consider any such actions to be grounds for proposal rejection or contract termination.
- 3.3.5. A Proposer must not provide, for consideration in this RFP process or subsequent contract negotiations, incorrect information that the Proposer knew or should have known was materially incorrect. If the State determines that a Proposer has provided such incorrect information, the State will deem the Proposer's proposal non-responsive and reject it.
- 3.3.6. A Proposer must not submit more than one Technical Proposal and one Cost Proposal in response to this RFP. If a Proposer submits more than one Technical Proposal or more than one Cost Proposal, the State will deem all of the proposals non-responsive and reject them.
- 3.3.7. A Proposer must not submit a proposal as a prime contractor while also permitting one or more other Proposers to offer the Proposer as a subcontractor in their own proposals. Such may result in the disqualification of all Proposers knowingly involved. This restriction does not, however,

prohibit different Proposers from offering the same subcontractor as a part of their proposals (provided that the subcontractor does not also submit a proposal as a prime contractor).

3.3.8. A Proposer must not be (and the State will not award a contract to):

- a. an individual who is, or within the past six months has been, an employee of the State of Tennessee or who is a volunteer member of a State board or commission that votes for, lets out, overlooks, or any manner superintends the services being procured in this RFP;
- b. a company, corporation, or any other contracting entity in which an ownership of two percent (2%) or more is held by an individual who is, or within the past six months has been, an employee of the State of Tennessee (this will not apply either to financial interests that have been placed into a "blind trust" arrangement pursuant to which the employee does not have knowledge of the retention or disposition of such interests or to the ownership of publicly traded stocks or bonds where such ownership constitutes less than 2% of the total outstanding amount of the stocks or bonds of the issuing entity);
- c. a company, corporation, or any other contracting entity which employs an individual who is, or within the past six months has been, an employee of the State of Tennessee in a position that would allow the direct or indirect use or disclosure of information, which was obtained through or in connection with his or her employment and not made available to the general public, for the purpose of furthering the private interest or personal profit of any person; or,
- d. any individual, company, or other entity involved in assisting the State in the development, formulation, or drafting of this RFP or its scope of services (such person or entity being deemed by the State as having information that would afford an unfair advantage over other Proposers).

For the purposes of applying the requirements of this RFP subsection 3.3.8., the State will deem an individual to be an employee of the State of Tennessee until such time as all compensation for salary, termination pay, and annual leave has been paid, but the term "employee of the State of Tennessee" shall not include individuals performing volunteer services for the State of Tennessee.

3.4. **Proposal Errors & Revisions**

A Proposer is liable for any and all proposal errors or omissions. A Proposer will not be allowed to alter or revise proposal documents after the Proposal Deadline time and date detailed in the RFP Section 2, Schedule of Events unless such is formally requested, in writing, by the State.

3.5. **Proposal Withdrawal**

A Proposer may withdraw a submitted proposal at any time before the Proposal Deadline time and date detailed in the RFP Section 2, Schedule of Events by submitting a written request signed by an authorized Proposer representative. After withdrawing a proposal, a Proposer may submit another proposal at any time before the Proposal Deadline.

3.6. **Proposal of Additional Services**

If a proposal offers services in addition to those required by and described in this RFP, the State, at its sole discretion, may add such services to the contract awarded as a result of this RFP. Notwithstanding the foregoing, a Proposer must not propose any additional cost amount(s) or rate(s) for additional services. Regardless of any additional services offered in a proposal, the Proposer's Cost Proposal must only record the proposed cost as required in this RFP and must not record any other rates, amounts, or information.

NOTICE: If a Proposer fails to submit a Cost Proposal exactly as required, the State will deem the proposal non-responsive and reject it.

3.7. Proposal Preparation Costs

The State will not pay any costs associated with the preparation, submission, or presentation of a proposal.

4. GENERAL CONTRACTING INFORMATION & REQUIREMENTS

4.1. RFP Amendment

The State reserves the right to amend this RFP at any time, provided that it is amended in writing. However, prior to any such amendment, the State will consider whether it would negatively impact the ability of potential proposers to meet the proposal deadline and revise the RFP Schedule of Events if deemed appropriate. If an RFP amendment is issued, the State will convey it to potential proposers who submitted a Notice of Intent to Propose (refer to RFP Section 1.7). A proposal must respond, as required, to the final RFP (including its attachments) as may be amended.

4.2. RFP Cancellation

The State reserves the right, at its sole discretion, to cancel or to cancel and reissue this RFP in accordance with applicable laws and regulations.

4.3. State Right of Rejection

4.3.1. Subject to applicable laws and regulations, the State reserves the right to reject, at its sole discretion, any and all proposals.

4.3.2. The State may deem as non-responsive and reject any proposal that does not comply with all terms, conditions, and performance requirements of this RFP. Notwithstanding the foregoing, the State reserves the right to waive, at its sole discretion, a proposal's minor variances from full compliance with this RFP. If the State waives variances in a proposal, such waiver shall not modify the RFP requirements or excuse the Proposer from full compliance with such, and the State may hold any resulting Contractor to strict compliance with this RFP.

4.4. Assignment & Subcontracting

4.4.1. The Contractor may not subcontract, transfer, or assign any portion of the Contract awarded as a result of this RFP without prior approval of the State. The State reserves the right to refuse approval, at its sole discretion, of any subcontract, transfer, or assignment.

4.4.2. If a Proposer intends to use subcontractors, the proposal in response to this RFP must specifically identify the scope and portions of the work each subcontractor will perform (refer to RFP Attachment 6.2., Section B, General Qualifications & Experience Item B.14.).

4.4.3. Subcontractors identified within a proposal in response to this RFP will be deemed as approved by the State unless the State expressly disapproves one or more of the proposed subcontractors prior to signing the Contract.

4.4.4. The Contractor resulting from this RFP may only substitute another subcontractor for a proposed subcontractor at the discretion of the State and with the State's prior, written approval.

4.4.5. Notwithstanding any State approval relating to subcontracts, the Contractor resulting from this RFP will be the prime contractor and will be responsible for all work under the Contract.

4.5. Right to Refuse Personnel

The State reserves the right to refuse, at its sole discretion and notwithstanding any prior approval, any personnel of the prime contractor or a subcontractor providing service in the performance of a contract resulting from this RFP. The State will document in writing the reason(s) for any rejection of personnel.

4.6. Insurance

At any time, the State may require the Contractor resulting from this RFP to provide a valid, Certificate of Insurance indicating current insurance coverage meeting minimum requirements as may be specified by this RFP. A failure to provide said documentation will be considered a material breach and grounds for contract termination.

4.7. Licensure

4.7.1. All persons, agencies, firms, or other entities that provide legal or financial opinions, which a Proposer provides for consideration and evaluation by the State as a part of a proposal in response to this RFP, shall be properly licensed to render such opinions.

4.7.2. Before the Contract resulting from this RFP is signed, the apparent successful Proposer (and Proposer employees and subcontractors, as applicable) must hold all necessary, appropriate business and professional licenses to provide service as required. The State may require any Proposer to submit evidence of proper licensure.

4.8. Disclosure of Proposal Contents

4.8.1. Each proposal and all materials submitted to the State in response to this RFP become the property of the State of Tennessee. Selection or rejection of a proposal does not affect this right. By submitting a proposal, a Proposer acknowledges and accepts that the full proposal contents and associated documents will become open to public inspection in accordance with the laws of the State of Tennessee.

4.8.2. The State will hold all proposal information, including both technical and cost information, in confidence during the evaluation process. Notwithstanding the foregoing, a list of actual Proposers submitting timely proposals may be available to the public, upon request, after technical proposals are opened.

4.8.3. Upon completion of proposal evaluations, indicated by public release of an Evaluation Notice, the proposals and associated materials will be open for review by the public in accordance with *Tennessee Code Annotated*, Section 10-7-504(a)(7).

4.9. Contract Approval and Contract Payments

4.9.1. This RFP and its contractor selection processes do not obligate the State and do not create rights, interests, or claims of entitlement in either the Proposer with the apparent best-evaluated proposal or any other Proposer. State obligations pursuant to a contract award shall commence only after the contract is signed by the State agency head and the Contractor and after the Contract is approved by all other state officials as required by applicable laws and regulations.

4.9.2. No payment will be obligated or made until the relevant Contract is approved as required by applicable statutes and rules of the State of Tennessee.

4.9.2.1. The State shall not be liable for payment of any type associated with the Contract resulting from this RFP (or any amendment thereof) or responsible for any work done by the Contractor, even work done in good faith and even if the Contractor is or ally directed to proceed with the delivery of services, if it occurs before the Contract start date or after the Contract end date.

4.9.2.2. All payments relating to this procurement will be made in accordance with the Payment Terms and Conditions of the Contract resulting from this RFP (refer to RFP Attachment 6.6., *Pro Forma* Contract, Section C).

4.9.2.3. If any provision of the Contract provides direct funding or reimbursement for the competitive purchase of services or items to be delivered to the State as a component of contract performance or otherwise provides for the reimbursement of specified, actual costs, the State will employ all reasonable means and will require all such documentation that it deems necessary to ensure that such purchases were competitive and costs were reasonable, necessary, and actual. The Contractor shall provide reasonable assistance and access related to such review. Further, the State shall not remit, as funding or reimbursement pursuant to such provisions, any amount(s) which it determines did not result from a reasonably competitive purchase or do not represent reasonable, necessary, and actual costs.

4.10. **Contractor Performance**

The Contractor resulting from this RFP will be responsible for the completion of all service set out in this RFP (including attachments) as may be amended. All service is subject to inspection and evaluation by the State. The State will employ all reasonable means to ensure that service is progressing and being performed in compliance with the Contract, and the Contractor must cooperate with such efforts.

4.11. **Contract Amendment**

During the course of a Contract pursuant to this RFP, the State may request the Contractor to perform additional work within the general scope of the Contract and this RFP, but beyond the specified scope of service, and for which the Contractor may be compensated. In such instances, the State will provide the Contractor a written description of the additional work. The Contractor must respond to the State with a time schedule for accomplishing the additional work and a price for the additional work based on the rates included in the Contractor's proposal to this RFP. If the State and the Contractor reach an agreement regarding the work and associated compensation, such agreement must be effected by means of a Contract Amendment. Further, any such amendment requiring additional work must be signed by both the State agency head and the Contractor and must be approved by other state officials as required by applicable statutes and rules of the State of Tennessee. The Contractor must not commence additional work until the State has issued a written Contract Amendment with all required approvals.

4.12. **Severability**

If any provision of this RFP is declared by a court to be illegal or in conflict with any law, said decision will not affect the validity of the remaining RFP terms and provisions, and the rights and obligations of the State and Proposers will be construed and enforced as if the RFP did not contain the particular provision held to be invalid.

5. PROPOSAL EVALUATION & CONTRACT AWARD

5.1. Evaluation Categories & Maximum Points

The State will consider qualifications, experience, technical approach, and cost in the evaluation of proposals and award points in each of the categories detailed below (up to the maximum evaluation points indicated) to each apparently responsive proposal.

EVALUATION CATEGORY	MAXIMUM POINTS POSSIBLE
General Qualifications & Experience (refer to RFP Attachment 6.2., Section B)	20
Technical Qualifications, Experience & Approach (refer to RFP Attachment 6.2., Section C)	50
Cost Proposal (refer to RFP Attachment 6.3.)	30

5.2. Evaluation Process

The proposal evaluation process is designed to award the contract resulting from this RFP not necessarily to the Proposer offering the lowest cost, but rather to the responsive and responsible Proposer offering the best combination of attributes based upon the evaluation criteria. ("Responsive Proposer" is defined as a Proposer that has submitted a proposal that conforms in all material respects to the RFP. "Responsible Proposer" is defined as a Proposer that has the capacity in all respects to perform fully the contract requirements, and the integrity and reliability which will assure good faith performance.)

5.2.1. **Technical Proposal Evaluation.** The RFP Coordinator and the Proposal Evaluation Team (consisting of three or more State employees) will use the RFP Attachment 6.2., Technical Proposal & Evaluation Guide to manage the Technical Proposal Evaluation and maintain evaluation records.

5.2.1.1. The State reserves the right, at its sole discretion, to request Proposer clarification of a Technical Proposal or to conduct clarification discussions with any or all Proposers. Any such clarification or discussion will be limited to specific sections of the proposal identified by the State. The subject Proposer must put any resulting clarification in writing as may be required and in accordance with any deadline imposed by the State.

5.2.1.2. The RFP Coordinator will review each Technical Proposal to determine compliance with RFP Attachment 6.2., Technical Proposal & Evaluation Guide, Section A—Mandatory Requirements. If the RFP Coordinator determines that a proposal may have failed to meet one or more of the mandatory requirements, the Proposal Evaluation Team will review the proposal and document the team's determination of whether:

- a. the proposal adequately meets requirements for further evaluation;
- b. the State will request clarifications or corrections for consideration prior to further evaluation; or,
- c. the State will determine the proposal non-responsive to the RFP and reject it.

5.2.1.3. Proposal Evaluation Team members will independently evaluate each Technical Proposal (that appears responsive to the RFP) against the evaluation criteria in this RFP, rather than against other proposals and will score each in accordance with the RFP Attachment 6.2., Technical Proposal & Evaluation Guide, Section B and Section C.

5.2.1.4. For each proposal evaluated, the RFP Coordinator will calculate the average of the Proposal Evaluation Team member scores for RFP Attachment 6.2., Technical Proposal & Evaluation Guide, Section B and for Section C, and record each average as the proposal score for the respective Technical Proposal section.

5.2.1.5. Before Cost Proposals are opened, the Proposal Evaluation Team will review the Technical Proposal Evaluation record and any other available information pertinent to whether or not each Proposer is responsive and responsible. If the Proposal Evaluation Team identifies any Proposer that appears not to meet the responsive and responsible thresholds such that the team would not recommend the Proposer for Cost Proposal Evaluation and potential contract award, the team members will fully document the determination.

5.2.2. **Cost Proposal Evaluation.** The RFP Coordinator will open for evaluation the Cost Proposal of each apparently responsive and responsible Proposer that the Proposal Evaluation Team has effectively recommended for potential contract award and will calculate and record each Cost Proposal score in accordance with the RFP Attachment 6.3., Cost Proposal & Scoring Guide.

5.2.3. **Total Proposal Score.** The RFP Coordinator will calculate the sum of the Technical Proposal section scores and the Cost Proposal score and record the resulting number as the total score for the subject Proposal (refer to RFP Attachment 6.5., Proposal Score Summary Matrix).

5.3. Contract Award Process

5.3.1 The RFP Coordinator will submit the Proposal Evaluation Team determinations and proposal scores to the head of the contracting agency for consideration along with any other relevant information that might be available and pertinent to contract award.

5.3.2. The contracting agency head will determine the apparent best-evaluated proposal. (To effect a contract award to a Proposer other than the one receiving the highest evaluation process score, the head of the contracting agency must provide written justification and obtain the written approval of the Commissioner of Finance and Administration and the Comptroller of the Treasury.)

5.3.3. The State reserves the right to make an award without further discussion of any proposal.

5.3.4. The State will issue an Evaluation Notice identifying the apparent best-evaluated proposal and make the RFP files available for public inspection at the time and dates specified in the RFP Section 2, Schedule of Events.

NOTICE: The Evaluation Notice shall not create rights, interests, or claims of entitlement in either the Proposer with apparent best-evaluated proposal or any other Proposer.

5.3.5. The Proposer identified as offering the apparent best-evaluated proposal must sign a contract drawn by the State pursuant to this RFP. The contract shall be substantially the same as the RFP Attachment 6.6., *Pro Forma* Contract. The Proposer must sign said contract no later than the Contract Signature by Contractor Deadline detailed in the RFP Section 2, Schedule of Events. If the Proposer fails to provide the signed contract by the deadline, the State may determine that the Proposer is non-responsive to this RFP and reject the proposal.

5.3.6. Notwithstanding the foregoing, the State may, at its sole discretion, entertain limited negotiation prior to contract signing and, as a result, revise the *pro forma* contract terms and conditions or performance requirements in the State's best interests, PROVIDED THAT such revision of terms and conditions or performance requirements shall NOT materially affect the basis of proposal evaluations or negatively impact the competitive nature of the RFP and contractor selection process.

5.3.7. If the State determines that a proposal is non-responsive and rejects it after opening Cost Proposals, the RFP Coordinator will re-calculate scores for each remaining responsive Cost Proposal to determine (or re-determine) the apparent best-evaluated proposal.

RFP ATTACHMENT 6.1.**RFP # 32107.00211 PROPOSAL STATEMENT OF CERTIFICATIONS AND ASSURANCES**

The Proposer must sign and complete the Proposal Statement of Certifications and Assurances below as required, and it must be included in the Technical Proposal (as required by RFP Attachment 6.2., Technical Proposal & Evaluation Guide, Section A, Item A.1.).

The Proposer does, hereby, expressly affirm, declare, confirm, certify, and assure ALL of the following:

1. The Proposer will comply with all of the provisions and requirements of the RFP.
2. The Proposer will provide all services as defined in the Scope of Services of the RFP Attachment 6.6., *Pro Forma Contract* for the total contract period.
3. The Proposer accepts and agrees to all terms and conditions set out in the RFP Attachment 6.6., *Pro Forma Contract*.
4. The Proposer acknowledges and agrees that a contract resulting from the RFP shall incorporate, by reference, all proposal responses as a part of the contract.
5. The Proposer will comply with:
 - (a) the laws of the State of Tennessee;
 - (b) Title VI of the federal Civil Rights Act of 1964;
 - (c) Title IX of the federal Education Amendments Act of 1972;
 - (d) the Equal Employment Opportunity Act and the regulations issued there under by the federal government; and,
 - (e) the Americans with Disabilities Act of 1990 and the regulations issued there under by the federal government.
6. To the knowledge of the undersigned, the information detailed within the proposal submitted in response to the RFP is accurate.
7. The proposal submitted in response to the RFP was independently prepared, without collusion, under penalty of perjury.
8. No amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Proposer in connection with the RFP or any resulting contract.
9. Both the Technical Proposal and the Cost Proposal submitted in response to the RFP shall remain valid for at least 120 days subsequent to the date of the Cost Proposal opening and thereafter in accordance with any contract pursuant to the RFP.

By signing this Proposal Statement of Certifications and Assurances, below, the signatory also certifies legal authority to bind the proposing entity to the provisions of this RFP and any contract awarded pursuant to it. If the signatory is not the Proposer (if an individual) or the Proposer's company *President* or *Chief Executive Officer*, this document must attach evidence showing the individual's authority to bind the proposing entity.

DO NOT SIGN THIS DOCUMENT IF YOU ARE NOT LEGALLY AUTHORIZED TO BIND THE PROPOSING ENTITY

SIGNATURE:

PRINTED NAME & TITLE:

DATE:

PROPOSER LEGAL ENTITY NAME:

PROPOSER FEDERAL EMPLOYER IDENTIFICATION NUMBER (or SSN):

RFP ATTACHMENT 6.2. — Section A**TECHNICAL PROPOSAL & EVALUATION GUIDE**

SECTION A: MANDATORY REQUIREMENTS. The Proposer must address all items detailed below and provide, in sequence, the information and documentation as required (referenced with the associated item references). The Proposer must also detail the proposal page number for each item in the appropriate space below.

The RFP Coordinator will review the proposal to determine if the Mandatory Requirement Items are addressed as required and mark each with pass or fail. For each item that is not addressed as required, the Proposal Evaluation Team must review the proposal and attach a written determination. In addition to the Mandatory Requirement Items, the RFP Coordinator will review each proposal for compliance with all RFP requirements.

PROPOSER LEGAL ENTITY NAME:			
Proposal Page # (Proposer completes)	Item Ref.	Section A— Mandatory Requirement Items	Pass/Fail
		The Proposal must be delivered to the State no later than the Proposal Deadline specified in the RFP Section 2, Schedule of Events.	
		The Technical Proposal and the Cost Proposal documentation must be packaged separately as required (refer to RFP Section 3.2., <i>et. seq.</i>).	
		The Technical Proposal must NOT contain cost or pricing information of any type.	
		The Technical Proposal must NOT contain any restrictions of the rights of the State or other qualification of the proposal.	
		A Proposer must NOT submit alternate proposals.	
		A Proposer must NOT submit multiple proposals in different forms (as a prime and a sub-contractor).	
	A.1.	Provide the Proposal Statement of Certifications and Assurances (RFP Attachment 6.1.) completed and signed by an individual empowered to bind the Proposer to the provisions of this RFP and any resulting contract. The document must be signed without exception or qualification.	
	A.2.	Provide a statement, based upon reasonable inquiry, of whether the Proposer or any individual who shall perform work under the contract has a possible conflict of interest (<i>e.g.</i> , employment by the State of Tennessee) and, if so, the nature of that conflict. NOTE: Any questions of conflict of interest shall be solely within the discretion of the State, and the State reserves the right to cancel any award.	
	A.3.	Provide a current bank reference indicating that the Proposer's business relationship with the financial institution is in positive standing. Such reference must be written in the form of a standard business letter, signed, and dated within the past three (3) months.	

RFP ATTACHMENT 6.2. — SECTION A (continued)

	A.4.	Provide two current positive credit references from vendors with which the Proposer has done business written in the form of standard business letters, signed, and dated within the past three (3) months.	
	A.5.	Provide written confirmation that the Proposer has at least one current state government client for which Proposer provides implementation and support services specifically for ARCHIBUS software.	
	A.6.	Provide an official document or letter from ARCHIBUS, Inc. indicating the Proposer's status as an authorized reseller of the ARCHIBUS software, as well as authorized for implementation and support services. Such document or letter must specifically address ARCHIBUS software implementation, and support services, and must be signed and dated within the past three (3) months.	
	A.7.	Provide written confirmation that the Proposer understands and agrees to comply with the State's Technology Architecture requirements as detailed in: the <i>State of Tennessee Enterprise Architecture</i> ; RFP Attachment 6.6, <i>Pro Forma Contract Attachment B</i> ; and RFP Attachments 6.7 and 6.8.	
<i>State Use – RFP Coordinator Signature, Printed Name & Date:</i>			

RFP ATTACHMENT 6.2. — SECTION B

TECHNICAL PROPOSAL & EVALUATION GUIDE

SECTION B: GENERAL QUALIFICATIONS & EXPERIENCE. The Proposer must address all items detailed below and provide, in sequence, the information and documentation as required (referenced with the associated item references). The Proposer must also detail the proposal page number for each item in the appropriate space below. Proposal Evaluation Team members will independently evaluate and assign one score for all responses to Section B— General Qualifications & Experience Items.

PROPOSER LEGAL ENTITY NAME:		
Proposal Page # (Proposer completes)	Item Ref.	Section B— General Qualifications & Experience Items
	B.1.	Detail the name, e-mail address, mailing address, telephone number, and facsimile number of the person the State should contact regarding the proposal.
	B.2.	Describe the Proposer's form of business (<i>i.e.</i> , individual, sole proprietor, corporation, non-profit corporation, partnership, limited liability company) and business location (physical location or domicile).
	B.3.	Detail the number of years the Proposer has been in business.
	B.4.	Briefly describe how long the Proposer has been performing the services required by this RFP.
	B.5.	Describe the Proposer's number of employees, client base, and location of offices.
	B.6.	Provide a statement of whether there have been any mergers, acquisitions, or sales of the Proposer within the last ten (10) years. If so, include an explanation providing relevant details.
	B.7.	Provide a statement of whether the Proposer or, to the Proposer's knowledge, any of the Proposer's employees, agents, independent contractors, or subcontractors, proposed to provide work on a contract pursuant to this RFP, have been convicted of, pled guilty to, or pled <i>nolo contendere</i> to any felony. If so, include an explanation providing relevant details.
	B.8.	Provide a statement of whether, in the last ten (10) years, the Proposer has filed (or had filed against it) any bankruptcy or insolvency proceeding, whether voluntary or involuntary, or undergone the appointment of a receiver, trustee, or assignee for the benefit of creditors. If so, include an explanation providing relevant details.
	B.9.	Provide a statement of whether there is any material, pending litigation against the Proposer that the Proposer should reasonably believe could adversely affect its ability to meet contract requirements pursuant to this RFP or is likely to have a material adverse effect on the Proposer's financial condition. If such exists, list each separately, explain the relevant details, and attach the opinion of counsel addressing whether and to what extent it would impair the Proposer's performance in a contract pursuant to this RFP. NOTE: All persons, agencies, firms, or other entities that provide legal opinions regarding the Proposer must be properly licensed to render such opinions. The State may require the Proposer to submit proof of such licensure detailing the state of licensure and licensure number for each person or entity that renders such opinions.

RFP ATTACHMENT 6.2. — SECTION B (continued)

	B.10.	<p>Provide a statement of whether there are any pending or in progress Securities Exchange Commission investigations involving the Proposer. If such exists, list each separately, explain the relevant details, and attach the opinion of counsel addressing whether and to what extent it will impair the Proposer's performance in a contract pursuant to this RFP.</p> <p>NOTE: All persons, agencies, firms, or other entities that provide legal opinions regarding the Proposer must be properly licensed to render such opinions. The State may require the Proposer to submit proof of such licensure detailing the state of licensure and licensure number for each person or entity that renders such opinions.</p>
	B.11.	<p>Provide a brief, descriptive statement detailing evidence of the Proposer's ability to deliver the services sought under this RFP (e.g., prior experience, training, certifications, resources, program and quality management systems, etc.).</p>
	B.12.	<p>Provide a narrative description of the proposed project team, its members, and organizational structure along with an organizational chart identifying the key people who will be assigned to accomplish the work required by this RFP, illustrating the lines of authority, and designating the individual responsible for the completion of each service component and deliverable of the RFP.</p>
	B.13.	<p>Provide a personnel roster listing the names of key people who the Proposer will assign to perform duties or services required by this RFP along with the estimated number of hours that each individual will devote to that performance. Follow the personnel roster with a resume for each of the people listed. The resumes must detail the individual's title, education, current position with the Proposer, and employment history.</p>
	B.14.	<p>Provide a statement of whether the Proposer intends to use subcontractors to accomplish the work required by this RFP, and if so, detail:</p> <ul style="list-style-type: none"> (a) the names of the subcontractors along with the contact person, mailing address, telephone number, and e-mail address for each; (b) a description of the scope and portions of the work each subcontractor will perform; <u>and</u> (c) a statement specifying that each proposed subcontractor has expressly assented to being proposed as a subcontractor in the Proposer's response to this RFP.
	B.15.	<p>Provide documentation of the Proposer's commitment to diversity as represented by its business strategy, business relationships, and workforce— this documentation should detail <u>all</u> of the following:</p> <ul style="list-style-type: none"> (a) a description of the Proposer's existing programs and procedures designed to encourage and foster commerce with business enterprises owned by minorities, women, persons with a handicap or disability and small business enterprises; (b) a listing of the Proposer's current contracts with business enterprises owned by minorities, women, persons with a handicap or disability and small business enterprises, including the following information: <ul style="list-style-type: none"> (i) contract description and total value (ii) contractor name and ownership characteristics (i.e., ethnicity, sex, disability) (iii) contractor contact and telephone number; (c) an estimate of the level of participation by business enterprises owned by minorities, women, persons with a handicap or disability and small business enterprises in a contract awarded to the Proposer pursuant to this RFP, including the following information: <ul style="list-style-type: none"> (i) participation estimate (expressed as a percent of the total contract value that will be dedicated to business with subcontractors and supply contractors having such ownership characteristics — PERCENTAGES ONLY — DO NOT INCLUDE DOLLAR AMOUNTS) (ii) descriptions of anticipated contracts (iii) names and ownership characteristics (i.e., ethnicity, sex, disability) of anticipated subcontractors and supply contractors anticipated; and (d) the percent of the Proposer's total current employees by ethnicity, sex, and handicap or disability. <p>NOTE: Proposers that demonstrate a commitment to diversity will advance State efforts to expand opportunity to do business with the State as contractors and sub-contractors. Proposal evaluations will recognize the positive qualifications and experience of a Proposer that does business with enterprises owned by minorities, women, persons with a handicap or disability and small business enterprises and that offers a diverse workforce to meet service needs.</p>

RFP ATTACHMENT 6.2. — SECTION B (continued)

	B.16.	<p>Provide a statement of whether or not the Proposer has any current contracts with the State of Tennessee or has completed any contracts with the State of Tennessee within the previous 5-year period. If so, provide the following information for all of the current and completed contracts:</p> <ul style="list-style-type: none"> (a) the name, title, telephone number and e-mail address of the State contact knowledgeable about the contract; (b) the procuring State agency name; (c) a brief description of the contract's scope of services; (d) the contract term; and (e) the contract number. <p>NOTES:</p> <ul style="list-style-type: none"> ▪ Current or prior contracts with the State are <u>not</u> a prerequisite and are <u>not</u> required for the maximum evaluation score, and the existence of such contracts with the State will <u>not</u> automatically result in the addition or deduction of evaluation points. ▪ Each evaluator will generally consider the results of inquiries by the State regarding all contracts noted.
	B.17.	<p>Provide a total of five (5) customer references from individuals (who are <u>not</u> current or former officials or staff of the State of Tennessee) for projects similar to the services sought under this RFP and which represent at least:</p> <ul style="list-style-type: none"> ▪ one (1) state government utilizing the Proposer for ARCHIBUS installation and/or support; ▪ three (3) completed projects; and ▪ one (1) current project. <p>All references must be provided in the form of standard reference questionnaires that have been fully completed by the individual providing the reference as required. The standard reference questionnaire, which <u>must</u> be used and completed as required, is detailed at RFP Attachment 6.4. References that are not completed as required will be considered non-responsive and will not be considered.</p> <p>The Proposer will be <u>solely</u> responsible for obtaining the fully completed reference questionnaires, and for including them within the Proposer's sealed Technical Proposal. In order to obtain and submit the completed reference questionnaires, as required, follow the process detailed below.</p> <ul style="list-style-type: none"> (a) "Customize" the standard reference questionnaire at RFP Attachment 6.4. by adding the subject Proposer's name, and make exact duplicates for completion by references. (b) Send the customized reference questionnaires to each individual chosen to provide a reference along with a new standard #10 envelope. (c) Instruct the person that will provide a reference for the Proposer to: <ul style="list-style-type: none"> (i) complete the reference questionnaire (on the form provided or prepared, completed, and printed using an exact duplicate of the document); (ii) sign <u>and</u> date the completed, reference questionnaire; (iii) seal the completed, signed, and dated, reference questionnaire within the envelope provided; (iv) sign his or her name in ink across the sealed portion of the envelope; and (v) return the sealed envelope containing the completed reference questionnaire directly to the Proposer (the Proposer may wish to give each reference a deadline, such that the Proposer will be able to collect all required references in time to include them within the sealed Technical Proposal). (d) <u>Do NOT</u> open the sealed references upon receipt. (e) Enclose all <u>sealed</u> reference envelopes within a larger, labeled envelope for inclusion in the Technical Proposal as required. <p>NOTES:</p> <ul style="list-style-type: none"> ▪ The State will not accept late references or references submitted by any means other than that which is described above, and each reference questionnaire submitted must be completed as required. ▪ The State will not review more than the number of required references indicated above. ▪ While the State will base its reference check on the contents of the sealed reference envelopes included in the Technical Proposal package, the State reserves the right to confirm and clarify information detailed in the completed reference questionnaires, and may consider clarification responses in the evaluation of references. ▪ The State is under <u>no</u> obligation to clarify any reference information.
	B.18.	<p>Provide a narrative of Proposer's experience providing ARCHIBUS installation and support services to state government clients. Include a description of the:</p>

RFP ATTACHMENT 6.2. — SECTION B (continued)

		<ul style="list-style-type: none"> ▪ Scope of services, related to ARCHIBUS software, provided to each applicable state government client ▪ How many years such services have been provided to each applicable government client.
SCORE (for <u>all</u> Section B—Qualifications & Experience Items above): <i>(maximum possible score = 20)</i>		
<i>State Use – Evaluator Identification:</i>		

RFP ATTACHMENT 6.2. — SECTION C

TECHNICAL PROPOSAL & EVALUATION GUIDE

SECTION C: TECHNICAL QUALIFICATIONS, EXPERIENCE & APPROACH. The Proposer must address all items (below) and provide, in sequence, the information and documentation as required (referenced with the associated item references). The Proposer must also detail the proposal page number for each item in the appropriate space below.

A Proposal Evaluation Team, made up of three or more State employees, will independently evaluate and score the proposal's response to each item. Each evaluator will use the following whole number, raw point scale for scoring each item:

0 = little value 1 = poor 2 = fair 3 = satisfactory 4 = good 5 = excellent

The RFP Coordinator will multiply the Item Score by the associated Evaluation Factor (indicating the relative emphasis of the item in the overall evaluation). The resulting product will be the item's raw, weighted score for purposes of calculating the section score as indicated.

PROPOSER LEGAL ENTITY NAME:					
Proposal Page # (Proposer completes)	Item Ref.	Section C— Technical Qualifications, Experience & Approach Items	Item Score	Evaluation Factor	Raw Weighted Score
	C.1.	Provide a narrative that illustrates the Proposer's understanding of the State's requirements and project schedule.		6	
	C.2.	Provide a narrative that illustrates how the Proposer will complete the scope of services, accomplish required objectives, and meet the State's project schedule.		6	
	C.3.	Provide a narrative that illustrates how the Proposer will manage the project, ensure completion of the scope of services, and accomplish required objectives within the State's project schedule.		6	
	C.4.	Provide a narrative that illustrates the Proposer's understanding of the State's requirements related to the technical environment in which the application operates. Include a statement that indicates the Proposer's ability to fulfill the scope of this contract while working within the requirements related to the technical environment in which the application operates. Refer to <i>pro forma</i> contract Section A.2.a.		4	
	C.5.	Provide a narrative that illustrates the Proposer's understanding of the State's requirements related to the target technical environment to which the State intends to migrate. Include a statement that indicates the Proposer's ability to fulfill the scope of this contract while working within the requirements related to the target technical environment. Refer to <i>pro forma</i> contract Section A.2.b.		6	

RFP ATTACHMENT 6.2. — SECTION C (continued)

	<p>C.6. Provide a narrative that illustrates the Proposer's understanding of the State's requirements related to the Edison Data Exchange. Include a statement that indicates the Proposer's ability to fulfill the scope of this contract while working within the requirements related to the Edison Data Exchange. Refer to <i>pro forma</i> contract Section A.3 and RFP Attachment 6.9.</p>		6	
	<p>C.7. Provide a narrative that illustrates the Proposer's ability to meet the State's requirements related to the Edison Data Exchange. Refer to <i>pro forma</i> contract Section A.3.</p> <ul style="list-style-type: none"> o Include a description of the Proposer's past experience in implementing and supporting data exchanges between ARCHIBUS and [REDACTED]. [REDACTED] the number of clients for whom data exchanges between ARCHIBUS and [REDACTED] has been implemented and supported, and the Proposer's plans over the next five years related to the provision of implementation and support services for data exchanges between ARCHIBUS and [REDACTED]. o Include a description of the technical environment in which the applications operated, the version of ARCHIBUS and [REDACTED] involved, and the date and the outcome of the effort. 		6	
	<p>C.8. Provide a narrative that illustrates the Proposer's understanding of the State's requirements related to ARCHIBUS Software Licensing and Upgrades. Include a statement that indicates the Proposer's ability to fulfill the State's requirements related to ARCHIBUS Software Licensing and Upgrades. Also include a statement that indicates the Proposer's plans over the next five years related to the Proposer's ability to continue to fulfill the State's requirements related to ARCHIBUS Software Licensing and Upgrades. Refer to <i>pro forma</i> contract Section A.6.</p>		1	
	<p>C.9. Provide a narrative that illustrates the Proposer's understanding of the State's requirements related to ARCHIBUS Technical Support. Refer to <i>pro forma</i> contract Section A.7.</p> <ul style="list-style-type: none"> o Include a description of the Proposer's current technical support capabilities, the number of clients for whom technical support services are currently being provided and the Proposer's plans over the next five years related to the provision technical support services. o Indicate how the technical support function is staffed, and the experience level of the technical support staff. o Include a statement that indicates the Proposer's ability to fulfill the State's requirements related to ARCHIBUS Technical Support. 		6	

RFP ATTACHMENT 6.2. — SECTION C (continued)

	C.10.	<p>Provide a narrative that illustrates the Proposer's understanding of the State's requirements related to ARCHIBUS Solution Performance. Refer to <i>pro forma</i> contract Section A.8.</p> <ul style="list-style-type: none"> o Include a description of the Proposer's past experience (within the last twelve (12) months) in providing application performance evaluation and optimization services, the number of clients for whom application performance evaluation and optimization services have been provided, and the Proposer's plans over the next five years related to the provision of application performance evaluation and optimization services. o Include a description of the technical environment in which the application operated, the version of ARCHIBUS involved, and the outcome of the evaluation and optimization effort. o Include a statement that indicates the Proposer's ability to fulfill the State's requirements related to ARCHIBUS Solution Performance. 		4	
	C.11.	<p>Provide a narrative that illustrates the Proposer's understanding of the State's requirements related to ARCHIBUS training services. Refer to <i>pro forma</i> contract Section A.9.</p> <ul style="list-style-type: none"> o Include a description of the Proposer's past experience (within the last twelve (12) months) in providing ARCHIBUS training services, the number of clients for whom ARCHIBUS training services have been provided, and the Proposer's plans over the next five years related to the provision of ARCHIBUS training services. o Include a description of the training methods used (e.g. classroom, Computer-based Training (CBT), etc.) by the Proposer, the training materials developed and/or used in the training effort, and the outcome of the training effort. o Include a statement that indicates the Proposer's ability to fulfill the State's requirements related to ARCHIBUS training services. 		6	
	C.12.	<p>Provide a narrative that illustrates the Proposer's understanding of the State's requirements related to ARCHIBUS documentation preparation. Refer to <i>pro forma</i> contract Section A.9.</p> <ul style="list-style-type: none"> o Include a description of the Proposer's past experience (within the last twelve (12) months) in preparing ARCHIBUS documentation, the number of clients for whom ARCHIBUS documentation has been prepared, and the Proposer's plans over the next five years related to the provision of ARCHIBUS documentation preparation services. o Include a description of the types of documentation produced by the Proposer and the approach used by the Proposer for maintaining the documentation. o Include a statement that indicates the Proposer's ability to fulfill the State's requirements related to ARCHIBUS documentation preparation services. 		6	

RFP ATTACHMENT 6.2. — SECTION C (continued)

	C.13.	<p>Provide a narrative that illustrates the Proposer's understanding of the State's requirements related to Programming, Configuration and Customization Services. Refer to <i>pro forma</i> contract Section A.10.</p> <ul style="list-style-type: none"> o Include a description of the Proposer's past experience (within the last twelve (12) months) in providing programming, configuration and customization services, the number of clients for whom programming, configuration and customization services have been provided, and the Proposer's plans over the next five years related to the provision of programming, configuration, and customization services. o Include a description of the Proposer's current programming, configuration and customization capabilities. Indicate how the programming, configuration and customization function is staffed, and the experience level of the programming, configuration and customization staff. o Include a statement that indicates the Proposer's ability to fulfill the State's requirements related to Programming, Configuration and Customization Services. 		3	
	C.14.	<p>Provide a narrative that illustrates the Proposer's understanding of the State's requirements related to the testing and review of all programming, configuration and/or customization prior to delivery to the State, and the delivery of documentation of the testing effort performed and the testing results. Refer to <i>pro forma</i> contract Section A.10.</p> <ul style="list-style-type: none"> o Include a description of the technical environment that the Proposer will establish in order to accomplish the testing and review of all programming, configuration and/or customization. o Include a statement that indicates the Proposer's ability to fulfill the State's requirements related to testing and review of all programming, configuration and/or customization. o Include a statement that indicates the Proposer's understanding of the State's expectation that all programming, configuration and/or customization delivered to the State by the Proposer will function accurately and without error at the time of delivery to the State. o Include a statement that indicates that the Proposer understands that the State will perform testing to verify accurate and error-free functioning of each and every programming, configuration and/or customization delivered to the State. 		4	
	C.15.	<p>Provide a narrative that illustrates the Proposer's understanding of the State's requirements related to Problem Reporting and Response. Refer to <i>pro forma</i> contract Section A.11.</p> <ul style="list-style-type: none"> o Include a description of the Proposer's past experience (within the last twelve (12) months) in providing problem management services, the number of clients for whom problem management services have been provided, and the Proposer's plans over the next five years related to the provision of problem management services. o Include a description of the Proposer's current problem management capabilities. o Include a statement that indicates the Proposer's ability to fulfill the State's requirements related to Problem Reporting and Response. 		4	

RFP ATTACHMENT 6.2. — SECTION C (continued)

	C.16.	<p>Provide a narrative that illustrates the Proposer's understanding of the State's requirements related to Computer-aided Design (CAD) Services. Refer to <i>pro forma</i> contract Section A.12.</p> <ul style="list-style-type: none"> o Include a description of the Proposer's past experience (within the last twelve (12) months) in providing CAD-related services, the number of clients for whom CAD-related services have been provided, and the Proposer's plans over the next five years related to the provision of CAD-related services. o Include a description of the Proposer's current CAD-related capabilities. Indicate how the CAD-related function is staffed and the experience level of the CAD-related function staff. o Include a statement that indicates the Proposer's ability to fulfill the State's requirements related to CAD-related Services. 		4	
	C.17.	<p>Provide a narrative that illustrates the Proposer's understanding of the State's requirements related to the ARCHIBUS Statement of Work Process. Refer to <i>pro forma</i> contract Section A.13.</p> <ul style="list-style-type: none"> o Include a description of the Proposer's past experience in providing services to clients utilizing a Statement of Work process, the number of clients for whom services have been provided where the client used a Statement of Work process for requesting services of the Proposer. o Indicate the time period in which a Statement of Work process was utilized by these clients. o Include a statement that indicates the Proposer's ability to fulfill the State's requirements related to the ARCHIBUS Statement of Work Process. 		2	
	C.18.	<p>Provide a narrative that illustrates the skills and experience of the Proposer's implementation and support team. Refer to <i>pro forma</i> contract Section A.14 for required experience in each role. Experience listed should include ARCHIBUS related experience in support of state government. State government experience is very important to the project.</p> <ul style="list-style-type: none"> o Technical Support o Project Manager o System Engineer o System Programmer o Senior CAD Technician o CAD Technician o Support Role o Training o Estimating 		20	
<p>The RFP Coordinator will use this sum and the formula below to calculate the section score. All calculations will use and result in numbers rounded to two (2) places to the right of the decimal point.</p>			<p>Total Raw Weighted Score: (sum of Raw Weighted Scores above)</p>		
<p>Total Raw Weighted Score</p> <hr style="width: 50%; margin: 0 auto;"/> <p>Maximum Possible Raw Weighted Score (i.e., 5 x the sum of item weights above)</p>			<p>X 50 (maximum possible score)</p>		<p>= SCORE:</p>
<p>State Use – Evaluator Identification:</p>					

RFP ATTACHMENT 6.2. — SECTION C (continued)

State Use – RFP Coordinator Signature, Printed Name & Date:

RFP ATTACHMENT 6.3.**COST PROPOSAL & SCORING GUIDE**

NOTICE: THIS COST PROPOSAL MUST BE COMPLETED EXACTLY AS REQUIRED

COST PROPOSAL SCHEDULE— The Cost Proposal, detailed below, shall indicate the proposed price for the entire scope of service including all services defined in the Scope of Services of the RFP Attachment 6.6., *Pro Forma* Contract and for the entire contract period as detailed. The Cost Proposal shall remain valid for at least 120 days subsequent to the date of the Cost Proposal opening and thereafter in accordance with any contract resulting from this RFP. All monetary amounts shall be in U.S. currency and limited to two (2) places to the right of the decimal point.

The Proposer must use an Excel 97-03 spreadsheet version of the Cost Proposal & Scoring Guide to submit the Cost Proposal. A blank copy of this spreadsheet can be downloaded from the following website: <http://www.state.tn.us/finance/rds/ocr/rfp.html>.

After completing the Excel spreadsheet, the Proposer should print off a paper copy of the spreadsheet to fulfill the requirement to submit both a paper and a digital copy of the Cost Proposal & Scoring Guide. The paper and digital copies should be identical. With regard to packaging and submitting the Cost Proposal, the Proposer must follow all directions given in RFP Sections 3.2.2.2. and 3.2.3.2.

NOTICE: The Evaluation Factor associated with each cost item is for evaluation purposes only. The evaluation factors do NOT and should NOT be construed as any type of volume guarantee or minimum purchase quantity. The evaluation factors shall NOT create rights, interests, or claims of entitlement in the Proposer. Proposed costs should not include a factor for recovering expenses for travel, as travel costs will be separately reimbursed as described in RFP Attachment 6.6., *Pro Forma* Contract, Section C.4.

Notwithstanding the cost items herein, pursuant to the second paragraph of the pro forma contract section C.1. (refer to RFP Attachment 6.6.), "The State is under no obligation to request work from the Contractor in any specific dollar amounts or to request any work at all from the Contractor during any period of this Contract."

This Cost Proposal must be signed, in the space below, by an individual empowered to bind the proposing entity to the provisions of this RFP and any contract awarded pursuant to it. If said individual is not the *President* or *Chief Executive Officer*, this document must attach evidence showing the individual's authority to legally bind the proposing entity.

PROPOSER SIGNATURE:	
PRINTED NAME & TITLE:	
DATE:	
PROPOSER LEGAL ENTITY NAME:	

ARCHIBUS Enterprise Software Licensing								
As described in RFP Attachment 6.6., <i>Pro Forma</i> Contract, Section C.3.b(1), the Contractor will be compensated for ARCHIBUS software modules and ACP's on a per license basis. This is a one-time fee, to be invoiced at the time the license is issued. Also reference RFP Attachment 6.6., <i>Pro Forma</i> Contract, Section A.6.								
Cost Item Description	Proposed Cost					State Use ONLY		
	April 2, 2012 – April 1, 2013	April 2, 2013 – April 1, 2014	April 2, 2014 – April 1, 2015	April 2, 2015 – April 1, 2016	April 2, 2016 – April 1, 2017	Sum	Evaluation Factor	Evaluation Cost (sum x factor)
Real Estate Portfolio Management								
Bundled Package- Real Estate Portfolio Management including Portfolio Management, Lease Administration, Cost Administration, Cost Chargeback & Invoicing, and Portfolio Forecasting	\$ / LICENSE		1					
Portfolio Management – Web Central PER LICENSE	\$ / LICENSE	\$ / LICENSE	\$ / LICENSE	\$ / LICENSE	\$ / LICENSE		1	
Lease Administration – Web Central PER LICENSE	\$ / LICENSE	\$ / LICENSE	\$ / LICENSE	\$ / LICENSE	\$ / LICENSE		1	
Cost Administration – Web Central PER LICENSE	\$ / LICENSE	\$ / LICENSE	\$ / LICENSE	\$ / LICENSE	\$ / LICENSE		1	
Cost Chargeback & Invoicing – Web Central PER LICENSE	\$ / LICENSE	\$ / LICENSE	\$ / LICENSE	\$ / LICENSE	\$ / LICENSE		1	
Portfolio Forecasting – Web Central PER LICENSE	\$ / LICENSE	\$ / LICENSE	\$ / LICENSE	\$ / LICENSE	\$ / LICENSE		1	

Cost Item Description	Proposed Cost					State Use ONLY		
	April 2, 2012 – April 1, 2013	April 2, 2013 – April 1, 2014	April 2, 2014 – April 1, 2015	April 2, 2015 – April 1, 2016	April 2, 2016 – April 1, 2017	Sum	Evaluation Factor	Evaluation Cost (sum x factor)
Real Property & Lease Management – Windows PER LICENSE	\$ / LICENSE	\$ / LICENSE	\$ / LICENSE	\$ / LICENSE	\$ / LICENSE		1	
Capital Project Management								
Bundled Package- Capital Projects including Capital Budgeting & Project Management	\$ / LICENSE		1					
Capital Budgeting – Web Central PER LICENSE	\$ / LICENSE	\$ / LICENSE	\$ / LICENSE	\$ / LICENSE	\$ / LICENSE		1	
Project Management – Web Central PER LICENSE	\$ / LICENSE	\$ / LICENSE	\$ / LICENSE	\$ / LICENSE	\$ / LICENSE		1	
Condition Assessment – Web Central PER LICENSE	\$ / LICENSE	\$ / LICENSE	\$ / LICENSE	\$ / LICENSE	\$ / LICENSE		1	
Space Planning and Management								
Bundled Package- Space Management including Space Inventory & Performance, Personnel & Occupancy, and Space Chargeback	\$ / LICENSE		1					
Space Inventory and Performance – Web Central PER LICENSE	\$ / LICENSE	\$ / LICENSE	\$ / LICENSE	\$ / LICENSE	\$ / LICENSE		1	
Personnel & Occupancy – Web Central PER LICENSE	\$ / LICENSE	\$ / LICENSE	\$ / LICENSE	\$ / LICENSE	\$ / LICENSE		1	
Space Chargeback – Web Central PER LICENSE	\$ / LICENSE	\$ / LICENSE	\$ / LICENSE	\$ / LICENSE	\$ / LICENSE		1	
Strategic Master Planning – Windows PER LICENSE	\$ / LICENSE	\$ / LICENSE	\$ / LICENSE	\$ / LICENSE	\$ / LICENSE		1	

Cost Item Description	Proposed Cost					State Use ONLY		
	April 2, 2012 – April 1, 2013	April 2, 2013 – April 1, 2014	April 2, 2014 – April 1, 2015	April 2, 2015 – April 1, 2016	April 2, 2016 – April 1, 2017	Sum	Evaluation Factor	Evaluation Cost (sum x factor)
Space Management – Windows PER LICENSE	\$ / LICENSE	\$ / LICENSE	\$ / LICENSE	\$ / LICENSE	\$ / LICENSE		1	
<i>Move Management</i>								
Enterprise Move Management – Web Central PER LICENSE	\$ / LICENSE	\$ / LICENSE	\$ / LICENSE	\$ / LICENSE	\$ / LICENSE		1	
<i>Asset Management</i>								
Asset Portal – Web Central PER LICENSE	\$ / LICENSE		1					
Furniture and Equipment Management – Windows PER LICENSE	\$ / LICENSE		1					
Telecommunications & Cable Management – Windows PER LICENSE	\$ / LICENSE		1					
<i>Environmental & Risk Management</i>								
Energy Management – Web Central PER LICENSE	\$ / LICENSE	\$ / LICENSE	\$ / LICENSE	\$ / LICENSE	\$ / LICENSE		1	
Emergency Preparedness – Web Central PER LICENSE	\$ / LICENSE	\$ / LICENSE	\$ / LICENSE	\$ / LICENSE	\$ / LICENSE		1	
Environmental Sustainability – Web Central PER LICENSE	\$ / LICENSE	\$ / LICENSE	\$ / LICENSE	\$ / LICENSE	\$ / LICENSE		1	
Green Building-(V19.3) – Web Central PER LICENSE	\$ / LICENSE	\$ / LICENSE	\$ / LICENSE	\$ / LICENSE	\$ / LICENSE		1	
<i>Building Operations</i>								

Cost Item Description	Proposed Cost					State Use ONLY		
	April 2, 2012 – April 1, 2013	April 2, 2013 – April 1, 2014	April 2, 2014 – April 1, 2015	April 2, 2015 – April 1, 2016	April 2, 2016 – April 1, 2017	Sum	Evaluation Factor	Evaluation Cost (sum x factor)
Bundled Package- Building Operations including On Demand Work, Preventative Maintenance, and Service Desk	\$ / LICENSE		1					
On Demand Work – Web Central PER LICENSE	\$ / LICENSE	\$ / LICENSE	\$ / LICENSE	\$ / LICENSE	\$ / LICENSE		1	
Preventive Maintenance – Web Central PER LICENSE	\$ / LICENSE	\$ / LICENSE	\$ / LICENSE	\$ / LICENSE	\$ / LICENSE		1	
Condition Assessment – Web Central PER LICENSE	\$ / LICENSE	\$ / LICENSE	\$ / LICENSE	\$ / LICENSE	\$ / LICENSE		1	
Building Operations Management – Windows PER LICENSE	\$ / LICENSE	\$ / LICENSE	\$ / LICENSE	\$ / LICENSE	\$ / LICENSE		1	
Call Center Wizard – Windows PER LICENSE	\$ / LICENSE	\$ / LICENSE	\$ / LICENSE	\$ / LICENSE	\$ / LICENSE		1	
Workplace Services								
Reservations – Web Central PER LICENSE	\$ / LICENSE	\$ / LICENSE	\$ / LICENSE	\$ / LICENSE	\$ / LICENSE		1	
Service Desk – Web Central PER LICENSE	\$ / LICENSE	\$ / LICENSE	\$ / LICENSE	\$ / LICENSE	\$ / LICENSE		1	
Hoteling – Web Central PER LICENSE	\$ / LICENSE	\$ / LICENSE	\$ / LICENSE	\$ / LICENSE	\$ / LICENSE		1	
Fleet Management – Web Central (an ARCHIBUS Solutions Center product) PER LICENSE	\$ / LICENSE	\$ / LICENSE	\$ / LICENSE	\$ / LICENSE	\$ / LICENSE		1	
Technology Extensions/Plug-ins								

Cost Item Description	Proposed Cost					State Use ONLY		
	April 2, 2012 – April 1, 2013	April 2, 2013 – April 1, 2014	April 2, 2014 – April 1, 2015	April 2, 2015 – April 1, 2016	April 2, 2016 – April 1, 2017	Sum	Evaluation Factor	Evaluation Cost (sum x factor)
Smart Client Extension for AutoCAD – PER LICENSE	\$ / LICENSE	\$ / LICENSE	\$ / LICENSE	\$ / LICENSE	\$ / LICENSE		1	
Smart Client Extension for AutoCAD & Revit – PER LICENSE	\$ / LICENSE	\$ / LICENSE	\$ / LICENSE	\$ / LICENSE	\$ / LICENSE		1	
Overlay with Design Management for AutoCAD – PER LICENSE	\$ / LICENSE	\$ / LICENSE	\$ / LICENSE	\$ / LICENSE	\$ / LICENSE		1	
Overlay with Design Management for AutoCAD & REVIT – Windows PER LICENSE	\$ / LICENSE	\$ / LICENSE	\$ / LICENSE	\$ / LICENSE	\$ / LICENSE		1	
ACP								
Web Central – Ten (10) concurrent user license – Web Central PER LICENSE	\$ / LICENSE		1					
Web Central – Twenty Five (25) concurrent user license – Web Central PER LICENSE	\$ / LICENSE	\$ / LICENSE	\$ / LICENSE	\$ / LICENSE	\$ / LICENSE		1	
Web Central – Fifty (50) concurrent user license – Web Central PER LICENSE	\$ / LICENSE		1					
Web Central – One hundred (100) concurrent user license – Web Central PER LICENSE	\$ / LICENSE	\$ / LICENSE	\$ / LICENSE	\$ / LICENSE	\$ / LICENSE		1	
Web Central Core - Per 250 Web ACP's PER LICENSE	\$ / LICENSE	\$ / LICENSE	\$ / LICENSE	\$ / LICENSE	\$ / LICENSE		1	
Executive Information System – One (1) concurrent user license – Windows PER LICENSE	\$ / LICENSE	\$ / LICENSE	\$ / LICENSE	\$ / LICENSE	\$ / LICENSE		1	

Cost Item Description	Proposed Cost					State Use ONLY		
	April 2, 2012 – April 1, 2013	April 2, 2013 – April 1, 2014	April 2, 2014 – April 1, 2015	April 2, 2015 – April 1, 2016	April 2, 2016 – April 1, 2017	Sum	Evaluation Factor	Evaluation Cost (sum x factor)
Executive Information System – Three (3) concurrent user license – Windows PER LICENSE	\$ / LICENSE	\$ / LICENSE	\$ / LICENSE	\$ / LICENSE	\$ / LICENSE		1	
Executive Information System – Five (5) concurrent user license – Windows PER LICENSE	\$ / LICENSE	\$ / LICENSE	\$ / LICENSE	\$ / LICENSE	\$ / LICENSE		1	
ICP								
Client Server – One (1) ICP concurrent user license – Windows PER LICENSE	\$ / LICENSE	\$ / LICENSE	\$ / LICENSE	\$ / LICENSE	\$ / LICENSE		1	
EAL-Enterprise Access License								
EAL-10– Ten (10) PER LICENSE	\$ / LICENSE		1					
EAL-25– Twenty Five (25) PER LICENSE	\$ / LICENSE		1					
EAL-50– Fifty (50) PER LICENSE	\$ / LICENSE		1					
EAL-100– One Hundred (100) PER LICENSE	\$ / LICENSE		1					

ARCHIBUS Enterprise Software Subscriptions

As described in RFP Attachment 6.6., *Pro Forma* Contract, Section C.3.b(2), the Contractor will be compensated on a per license per year basis for subscriptions to the ARCHIBUS Software Subscription Program. This is a recurrent fee, to be invoiced at the beginning of the year during which the subscription(s) will be in effect. Also reference RFP Attachment 6.6., *Pro Forma* Contract, Section A.6.

Cost Item Description	Proposed Cost					State Use ONLY		
	April 2, 2012 – April 1, 2013	April 2, 2013 – April 1, 2014	April 2, 2014 – April 1, 2015	April 2, 2015 – April 1, 2016	April 2, 2016 – April 1, 2017	Sum	Evaluation Factor	Evaluation Cost (sum x factor)

Cost Item Description	Proposed Cost					State Use ONLY		
	April 2, 2012 – April 1, 2013	April 2, 2013 – April 1, 2014	April 2, 2014 – April 1, 2015	April 2, 2015 – April 1, 2016	April 2, 2016 – April 1, 2017	Sum	Evaluation Factor	Evaluation Cost (sum x factor)
Real Estate Portfolio Management								
Bundled Package- Real Estate Portfolio Management including Portfolio Management, Lease Administration, Cost Administration, Cost Chargeback & Invoicing, and Portfolio Forecasting	\$ / LICENSE SUBSCRIPTION PER YEAR		1					
Portfolio Management – Web Central PER LICENSE SUBSCRIPTION	\$ / LICENSE SUBSCRIPTION PER YEAR		1					
Lease Administration – Web Central PER LICENSE SUBSCRIPTION	\$ / LICENSE SUBSCRIPTION PER YEAR		1					
Cost Administration – Web Central PER LICENSE SUBSCRIPTION	\$ / LICENSE SUBSCRIPTION PER YEAR		1					
Cost Chargeback & Invoicing – Web Central PER LICENSE SUBSCRIPTION	\$ / LICENSE SUBSCRIPTION PER YEAR		1					
Portfolio Forecasting – Web Central PER LICENSE SUBSCRIPTION	\$ / LICENSE SUBSCRIPTION PER YEAR		1					

Cost Item Description	Proposed Cost					State Use ONLY		
	April 2, 2012 – April 1, 2013	April 2, 2013 – April 1, 2014	April 2, 2014 – April 1, 2015	April 2, 2015 – April 1, 2016	April 2, 2016 – April 1, 2017	Sum	Evaluation Factor	Evaluation Cost (sum x factor)
Real Property & Lease Management – Windows PER LICENSE SUBSCRIPTION	\$ / LICENSE SUB- SCRIPTION PER YEAR		1					
Capital Project Management								
Bundled Package- Capital Projects including Capital Budgeting & Project Management	\$ / LICENSE SUB- SCRIPTION PER YEAR		1					
Capital Budgeting – Web Central PER LICENSE SUBSCRIPTION	\$ / LICENSE SUB- SCRIPTION PER YEAR		1					
Project Management – Web Central PER LICENSE SUBSCRIPTION	\$ / LICENSE SUB- SCRIPTION PER YEAR		1					
Condition Assessment – Web Central PER LICENSE SUBSCRIPTION	\$ / LICENSE SUB- SCRIPTION PER YEAR		1					

Cost Item Description	Proposed Cost					State Use ONLY		
	April 2, 2012 – April 1, 2013	April 2, 2013 – April 1, 2014	April 2, 2014 – April 1, 2015	April 2, 2015 – April 1, 2016	April 2, 2016 – April 1, 2017	Sum	Evaluation Factor	Evaluation Cost (sum x factor)
Space Planning and Management								
Bundled Package- Space Management including Space Inventory & Performance, Personnel & Occupancy, and Space Chargeback	\$ / LICENSE SUBSCRIPTION PER YEAR		1					
Space Inventory and Performance – Web Central PER LICENSE SUBSCRIPTION	\$ / LICENSE SUBSCRIPTION PER YEAR		1					
Personnel & Occupancy – Web Central PER LICENSE SUBSCRIPTION	\$ / LICENSE SUBSCRIPTION PER YEAR		1					
Space Chargeback – Web Central PER LICENSE SUBSCRIPTION	\$ / LICENSE SUBSCRIPTION PER YEAR		1					
Strategic Master Planning – Windows PER LICENSE SUBSCRIPTION	\$ / LICENSE SUBSCRIPTION PER YEAR		1					
Space Management – Windows PER LICENSE SUBSCRIPTION	\$ / LICENSE SUBSCRIPTION PER YEAR		1					

RFP ATTACHMENT 6.3. (continued)

Cost Item Description	Proposed Cost					State Use ONLY		
	April 2, 2012 - April 1, 2013	April 2, 2013 - April 1, 2014	April 2, 2014 - April 1, 2015	April 2, 2015 - April 1, 2016	April 2, 2016 - April 1, 2017	Sum	Evaluation Factor	Evaluation Cost (sum x factor)
Move Management								
Enterprise Move Management – Web Central PER LICENSE SUBSCRIPTION	\$ / LICENSE SUB- SCRIPTION PER YEAR		1					

Cost Item Description	Proposed Cost					State Use ONLY		
	April 2, 2012 – April 1, 2013	April 2, 2013 – April 1, 2014	April 2, 2014 – April 1, 2015	April 2, 2015 – April 1, 2016	April 2, 2016 – April 1, 2017	Sum	Evaluation Factor	Evaluation Cost (sum x factor)
Asset Management								
Asset Portal – Web Central PER LICENSE SUBSCRIPTION	\$ / LICENSE SUB- SCRIPTION PER YEAR		1					
Furniture and Equipment Management – Windows PER LICENSE SUBSCRIPTION	\$ / LICENSE SUB- SCRIPTION PER YEAR		1					
Telecommunications & Cable Management – Windows PER LICENSE SUBSCRIPTION	\$ / LICENSE SUB- SCRIPTION PER YEAR		1					
Environmental & Risk Management								
Energy Management – Web Central PER LICENSE SUBSCRIPTION	\$ / LICENSE SUB- SCRIPTION PER YEAR		1					
Emergency Preparedness – Web Central PER LICENSE SUBSCRIPTION	\$ / LICENSE SUB- SCRIPTION PER YEAR		1					

Cost Item Description	Proposed Cost					State Use ONLY		
	April 2, 2012 – April 1, 2013	April 2, 2013 – April 1, 2014	April 2, 2014 – April 1, 2015	April 2, 2015 – April 1, 2016	April 2, 2016 – April 1, 2017	Sum	Evaluation Factor	Evaluation Cost (sum x factor)
Environmental Sustainability – Web Central PER LICENSE SUBSCRIPTION	\$ / LICENSE SUBSCRIPTION PER YEAR		1					
Green Building-(V19.3) – Web Central PER LICENSE SUBSCRIPTION	\$ / LICENSE SUBSCRIPTION PER YEAR		1					
Building Operations								
Bundled Package- Building Operations including On Demand Work, Preventative Maintenance, and Service Desk	\$ / LICENSE SUBSCRIPTION PER YEAR		1					
On Demand Work – Web Central PER LICENSE SUBSCRIPTION	\$ / LICENSE SUBSCRIPTION PER YEAR		1					
Preventive Maintenance – Web Central PER LICENSE SUBSCRIPTION	\$ / LICENSE SUBSCRIPTION PER YEAR		1					
Condition Assessment – Web Central PER LICENSE SUBSCRIPTION	\$ / LICENSE SUBSCRIPTION PER YEAR		1					

Cost Item Description	Proposed Cost					State Use ONLY		
	April 2, 2012 – April 1, 2013	April 2, 2013 – April 1, 2014	April 2, 2014 – April 1, 2015	April 2, 2015 – April 1, 2016	April 2, 2016 – April 1, 2017	Sum	Evaluation Factor	Evaluation Cost (sum x factor)
Building Operations Management – Windows PER LICENSE SUBSCRIPTION	\$ / LICENSE SUB- SCRIPTION PER YEAR		1					
Call Center Wizard – Windows PER LICENSE SUBSCRIPTION	\$ / LICENSE SUB- SCRIPTION PER YEAR		1					
Workplace Services								
Reservations – Web Central PER LICENSE SUBSCRIPTION	\$ / LICENSE SUB- SCRIPTION PER YEAR		1					
Service Desk – Web Central PER LICENSE SUBSCRIPTION	\$ / LICENSE SUB- SCRIPTION PER YEAR		1					
Hoteling – Web Central PER LICENSE SUBSCRIPTION	\$ / LICENSE SUB- SCRIPTION PER YEAR		1					
Fleet Management – Web Central (an ARCHIBUS Solutions Center product) PER LICENSE SUBSCRIPTION	\$ / LICENSE SUB- SCRIPTION PER YEAR		1					
Technology Extensions/Plug-ins								

Cost Item Description	Proposed Cost					State Use ONLY		
	April 2, 2012 – April 1, 2013	April 2, 2013 – April 1, 2014	April 2, 2014 – April 1, 2015	April 2, 2015 – April 1, 2016	April 2, 2016 – April 1, 2017	Sum	Evaluation Factor	Evaluation Cost (sum x factor)
Smart Client Extension for AutoCAD - Per License	\$ / LICENSE SUBSCRIPTION PER YEAR		1					
Smart Client Extension for AutoCAD & Revit - Per License	\$ / LICENSE SUBSCRIPTION PER YEAR		1					
Overlay with Design Management for AutoCAD–PER LICENSE SUBSCRIPTION	\$ / LICENSE SUBSCRIPTION PER YEAR		1					
Overlay with Design Management for AutoCAD & REVIT – Windows PER LICENSE SUBSCRIPTION	\$ / LICENSE SUBSCRIPTION PER YEAR		1					
ACP								
Web Central – Ten (10) concurrent user license – Web Central PER LICENSE SUBSCRIPTION	\$ / LICENSE SUBSCRIPTION PER YEAR		1					
Web Central – Twenty Five (25) concurrent user license – Web Central PER LICENSE	\$ / LICENSE SUBSCRIPTION PER YEAR		1					

Cost Item Description	Proposed Cost					State Use ONLY		
	April 2, 2012 – April 1, 2013	April 2, 2013 – April 1, 2014	April 2, 2014 – April 1, 2015	April 2, 2015 – April 1, 2016	April 2, 2016 – April 1, 2017	Sum	Evaluation Factor	Evaluation Cost (sum x factor)
Web Central – Fifty (50) concurrent user license – Web Central PER LICENSE SUBSCRIPTION	\$ / LICENSE SUBSCRIPTION PER YEAR		1					
Web Central – One hundred (100) concurrent user license – Web Central PER LICENSE SUBSCRIPTION	\$ / LICENSE SUBSCRIPTION PER YEAR		1					
Web Central Core - Per 250 Web ACP's PER LICENSE SUBSCRIPTION	\$ / LICENSE SUBSCRIPTION PER YEAR		1					
Executive Information System – One (1) concurrent user license – Windows PER LICENSE SUBSCRIPTION	\$ / LICENSE SUBSCRIPTION PER YEAR		1					
Executive Information System – Three (3) concurrent user license – Windows PER LICENSE SUBSCRIPTION	\$ / LICENSE SUBSCRIPTION PER YEAR		1					
Executive Information System – Five (5) concurrent user license – Windows PER LICENSE SUBSCRIPTION	\$ / LICENSE SUBSCRIPTION PER YEAR		1					
ICP								

Cost Item Description	Proposed Cost					State Use ONLY		
	April 2, 2012 – April 1, 2013	April 2, 2013 – April 1, 2014	April 2, 2014 – April 1, 2015	April 2, 2015 – April 1, 2016	April 2, 2016 – April 1, 2017	Sum	Evaluation Factor	Evaluation Cost (sum x factor)
Client Server – One (1) ICP concurrent user license – Windows PER LICENSE	\$ / LICENSE SUB- SCRIPTION PER YEAR		1					
EAL-Enterprise Access License								
EAL-10– Ten (10) PER LICENSE	\$ / LICENSE SUB- SCRIPTION PER YEAR		1					
EAL-25– Twenty Five (25) PER LICENSE	\$ / LICENSE SUB- SCRIPTION PER YEAR		1					
EAL-50– Fifty (50) PER LICENSE	\$ / LICENSE SUB- SCRIPTION PER YEAR		1					
EAL-100– One Hundred (100) PER LICENSE	\$ / LICENSE SUB- SCRIPTION PER YEAR		1					
ARCHIBUS Technical Support Services								
As described in RFP Attachment 6.6., <i>Pro Forma</i> Contract, Section C.3.b(3), the Contractor will be compensated for limited technical support. Also reference RFP Attachment 6.6., <i>Pro Forma</i> Contract, Section A.7.								
Cost Item Description	Proposed Cost					State Use ONLY		

RFP ATTACHMENT 6.3. (continued)

	April 2, 2012 - April 1, 2013	April 2, 2013 - April 1, 2014	April 2, 2014 - April 1, 2015	April 2, 2015 - April 1, 2016	April 2, 2016 - April 1, 2017	Sum	Evaluation Factor	Evaluation Cost (sum x factor)
Technical Support PER HOUR	\$ / HOUR	\$ / HOUR	\$ / HOUR	\$ / HOUR	\$ / HOUR		300	

ARCHIBUS Consulting Services

As described in RFP Attachment 6.6., *Pro Forma* Contract, Section C.3.b(4), the Contractor will be compensated for consulting services provided resulting from work authorized through an ARCHIBUS Statement of Work. Also reference RFP Attachment 6.6., *Pro Forma* Contract, Section A.13.

Cost Item Description	Proposed Cost					State Use ONLY		
	April 2, 2012 - April 1, 2013	April 2, 2013 - April 1, 2014	April 2, 2014 - April 1, 2015	April 2, 2015 - April 1, 2016	April 2, 2016 - April 1, 2017	Sum	Evaluation Factor	Evaluation Cost (sum x factor)
Project Manager PER HOUR	\$ / HOUR	\$ / HOUR	\$ / HOUR	\$ / HOUR	\$ / HOUR		1200	
System Engineer PER HOUR	\$ / HOUR	\$ / HOUR	\$ / HOUR	\$ / HOUR	\$ / HOUR		900	
System Programmer PER HOUR	\$ / HOUR	\$ / HOUR	\$ / HOUR	\$ / HOUR	\$ / HOUR		500	
Senior CAD Technician PER HOUR	\$ / HOUR	\$ / HOUR	\$ / HOUR	\$ / HOUR	\$ / HOUR		2000	
CAD Technician PER HOUR	\$ / HOUR	\$ / HOUR	\$ / HOUR	\$ / HOUR	\$ / HOUR		8000	
Training Services PER DAY	\$ / DAY	\$ / DAY	\$ / DAY	\$ / DAY	\$ / DAY		25	
Estimating Services PER HOUR	\$ / HOUR	\$ / HOUR	\$ / HOUR	\$ / HOUR	\$ / HOUR		120	

TOTAL EVALUATION COST AMOUNT (sum of evaluation costs above):

The RFP Coordinator will use this sum and the formula below to calculate the Cost Proposal Score. Numbers rounded to two (2) places to the right of the decimal point will be standard for calculations.

$\frac{\text{lowest evaluation cost amount from all proposals}}{\text{lowest evaluation cost amount from all proposals}} \times 30 = \text{SCORE:}$	(maximum possible)
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RFP ATTACHMENT 6.3. (continued)

Cost Item Description	Proposed Cost					State Use ONLY		
	April 2, 2012 -	April 2, 2013 -	April 2, 2014 -	April 2, 2015 -	April 2, 2016 -	Sum	Evaluation Factor	Evaluation Cost (sum x factor)
	April 1, 2013	April 1, 2014	April 1, 2015	April 1, 2016	April 1, 2017			
evaluation cost amount being evaluated						score)		
<p><i>State Use – RFP Coordinator Signature, Printed Name & Date:</i></p>								

RFP ATTACHMENT 6.4.

REFERENCE QUESTIONNAIRE

The standard reference questionnaire provided on the following pages of this attachment MUST be completed by all individuals offering a reference for the Proposer.

The Proposer will be solely responsible for obtaining completed reference questionnaires as required (refer to RFP Attachment 6.2., Technical Proposal & Evaluation Guide, Section B, Item B.17.), and for enclosing the sealed reference envelopes within the Proposer's Technical Proposal.

RFP # 32107.00211 PROPOSAL REFERENCE QUESTIONNAIRE

REFERENCE SUBJECT: **PROPOSER NAME** (completed by proposer before reference is requested)

The "reference subject" specified above, intends to submit a proposal to the State of Tennessee in response to the Request for Proposals (RFP) indicated. As a part of such proposal, the reference subject must include a number of completed and sealed reference questionnaires (using this form).

Each individual responding to this reference questionnaire is asked to follow these instructions:

- complete this questionnaire (either using the form provided or an exact duplicate of this document);
- sign and date the completed questionnaire;
- seal the completed, signed, and dated questionnaire in a new standard #10 envelope;
- sign in ink across the sealed portion of the envelope; and
- return the sealed envelope containing the completed questionnaire directly to the reference subject.

(1) **What is the name of the individual, company, organization, or entity responding to this reference questionnaire?**

(2) **Please provide the following information about the individual completing this reference questionnaire on behalf of the above-named individual, company, organization, or entity.**

NAME:	
TITLE:	
TELEPHONE #	
E-MAIL ADDRESS:	

(3) **What services does /did the reference subject provide to your company or organization?**

Please respond by placing an "X" beside each of the services below that apply, and providing the additional information as requested.

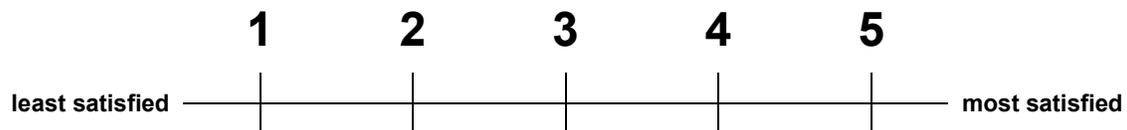
Service Description	Service Provided (X)
Development and implementation of programs and processes to exchange data between ARCHIBUS and [REDACTED] (Please describe below the nature of data exchanged between ARCHIBUS and [REDACTED])	

RFP # 32107.00211 PROPOSAL REFERENCE QUESTIONNAIRE — PAGE 2

Service Description	Service Provided (X)
Telephone and/or email based technical support.	
Evaluation of application performance and application performance optimization	
Conducting training of system administration and/or end user personnel.	
Preparation and maintenance of application documentation for system administration and/or end user personnel.	
Application configuration, programming and customization	
Problem management	
CAD-related services	
Other services. (Please describe below the nature of the other services).	

- (4) What is the level of your overall satisfaction with the reference subject as a vendor of the services described above?

Please respond by circling the appropriate number on the scale below.



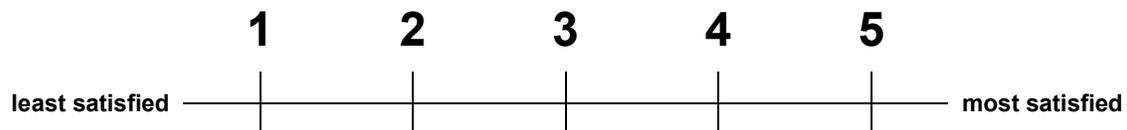
If you circled 3 or less above, what could the reference subject have done to improve that rating?

- (5) If the services that the reference subject provided to your company or organization are completed, were the services completed in compliance with the terms of the contract, on time, and within budget? If not, please explain.
- (6) If the reference subject is still providing services to your company or organization, are these services being provided in compliance with the terms of the contract, on time, and within budget? If not, please explain.

RFP # 32107.00211 PROPOSAL REFERENCE QUESTIONNAIRE — PAGE 3

- (7) How satisfied are you with the reference subject's ability to perform based on your expectations and according to the contractual arrangements?
- (8) In what areas of service delivery does /did the reference subject excel?
- (9) In what areas of service delivery does /did the reference subject fall short?
- (10) What is the level of your satisfaction with the reference subject's project management structures, processes, and personnel?

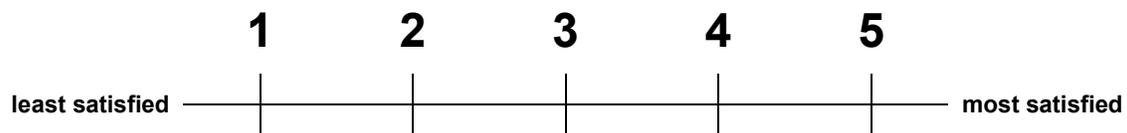
Please respond by circling the appropriate number on the scale below.



What, if any, comments do you have regarding the score selected above?

- (11) Considering the staff assigned by the reference subject to deliver the services described in response to question 3 above, how satisfied are you with the technical abilities, professionalism, and interpersonal skills of the individuals assigned?

Please respond by circling the appropriate number on the scale below.

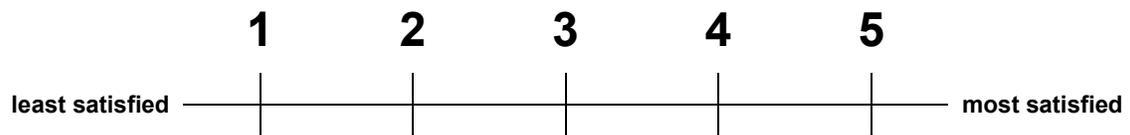


What, if any, comments do you have regarding the score selected above?

RFP # 32107.00211 PROPOSAL REFERENCE QUESTIONNAIRE — PAGE 4

(12) **Would you contract again with the reference subject for the same or similar services?**

Please respond by circling the appropriate number on the scale below.



What, if any, comments do you have regarding the score selected above?

REFERENCE SIGNATURE:

(by the individual completing this request for reference information)

_____ (must be the same as the signature across the envelope seal)

DATE:

PROPOSAL SCORE SUMMARY MATRIX

	<i>PROPOSER NAME</i>		<i>PROPOSER NAME</i>		<i>PROPOSER NAME</i>	
GENERAL QUALIFICATIONS & EXPERIENCE (maximum: 20)						
<i>EVALUATOR NAME</i>						
<i>EVALUATOR NAME</i>						
<i>REPEAT AS NECESSARY</i>						
	AVERAGE:		AVERAGE:		AVERAGE:	
TECHNICAL QUALIFICATIONS, EXPERIENCE & APPROACH (maximum: 50)						
<i>EVALUATOR NAME</i>						
<i>EVALUATOR NAME</i>						
<i>REPEAT AS NECESSARY</i>						
	AVERAGE:		AVERAGE:		AVERAGE:	
COST PROPOSAL (maximum: 30)	SCORE:		SCORE:		SCORE:	
TOTAL PROPOSAL EVALUATION SCORE: (maximum: 100)						

RFP Coordinator Signature, Printed Name & Date:

RFP # 32107.00211 PRO FORMA CONTRACT

The *pro forma* contract detailed in following pages of this exhibit contains some “blanks” (signified by descriptions in capital letters) that will be completed with appropriate information in the final contract resulting from the RFP.

CONTRACT
BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF GENERAL SERVICES
AND
CONTRACTOR NAME

This Contract, by and between the State of Tennessee, Department of General Services, hereinafter referred to as the "State" and **Contractor Legal Entity Name**, hereinafter referred to as the "Contractor," is for the provision of ARCHIBUS Licensing and Support Services, as further defined in the "SCOPE OF SERVICES."

The Contractor is **a/an Individual, For-Profit Corporation, Non-Profit Corporation, Special Purpose Corporation Or Association, Partnership, Joint Venture, Or Limited Liability Company.**
 Contractor Federal Employer Identification, Social Security, or Edison Registration ID # **Number**
 Contractor Place of Incorporation or Organization: **Location**

A. SCOPE OF SERVICES:

A.1. The Contractor shall provide all service and deliverables as required, described, and detailed herein and shall meet all service and delivery timelines as specified by this Contract.

A.2. ARCHIBUS Technical Environment. The Contractor is responsible for ensuring that, on an ongoing basis, the ARCHIBUS solution provided will operate within the State's technical environment. As such, the Contractor will provide support for the ARCHIBUS solution while in operation in the current environment, in the target environment, and while migrating between the current and target technical environments. The remainder of this Section A.2., ARCHIBUS Technical Environment, provides information related to the technical environment in which the ARCHIBUS solution currently operates and the technical environment to which the State intends to migrate. Further, because it is the State's intent to migrate its Capital Projects Management solution (PITS) to the ARCHIBUS solution as soon as possible, information about the PITS current environment is included. This information is provided to more fully describe the State's expectations to the Contractor. However, this information is not all-inclusive and does not serve to limit the scope of services required of the Contractor related to this Section A.2., ARCHIBUS Technical Environment.

a. ARCHIBUS and PITS Current Technical Environment.

The ARCHIBUS data is currently stored in a [REDACTED] database located on a [REDACTED]. The ARCHIBUS application (ARCHIBUS release 16 plus customizations) resides on a [REDACTED] application server. Note that the database is a version 15 data structure. The ARCHIBUS application is accessed from client PC's within the State's network. The client PCs run under the [REDACTED] operating system and have a minimum of a 1.2 GHz processor and 256 megabytes of random access memory with an AutoCAD overlay.

All custom reports are currently written in Crystal Reports. Background printing does not interfere with the use of the system. Batch processing, if required, is completed between the hours of 6:00 p.m. and 6:00 a.m. Central Time.

The PITS data is currently stored in a [REDACTED] database located on a [REDACTED] server. PITS is an Intranet application. The PITS application currently resides on a Windows 2000 Server. The application is accessed from client PCs within the State's network. The client side of the application uses Internet Explorer 5.5 or higher. [REDACTED] and [REDACTED] web server or higher are currently used. The client PCs run under the [REDACTED] operating system and have a minimum of a 1.2 GHz processor and 256 megabytes of random access memory.

All PITS reports are currently written in Active Reports 2.0.0.1137, and require [REDACTED] and [REDACTED]. Any background printing does not interfere

with the solution. Batch processing, if required, is completed between the hours of 6:00 p.m. 6:00 a.m. Central Time.

b. ARCHIBUS Target Technical Environment.

As addressed in Section A.6., ARCHIBUS Software Licensing and Upgrades, the State intends to upgrade to the current release of ARCHIBUS (version 19.1 at the time of preparing this RFP 32107.00211 for release), purchase additional ARCHIBUS components as required to meet the State's business needs, and to remain current in regards to applying upgrades and installing new releases. As such, the target technical environment will support the use of an Intranet solution.

The ARCHIBUS data will reside on a [REDACTED] or higher database server with [REDACTED] or higher operating system. The application software will reside on a separate [REDACTED] server utilizing [REDACTED] 0 or greater. The State recognizes ARCHIBUS version 19.1 requires the use of a [REDACTED] application server. The State requires the application to use [REDACTED] or greater and strongly prefers the use of [REDACTED] or greater supported version of [REDACTED]. All application execution must occur behind the State's firewall. The application must support access via Microsoft Internet Explorer 7.0 or higher.

During the transition from version 16 to version 19.1 (or the then current release), the application will continue to be accessed from client PCs within the State's network. So long as this is necessary, the application must continue to support access from client PCs with a minimum of a 1.2 GHz processor, 256 megabytes of random access memory, and [REDACTED] or higher operating system.

The State's current implementation of ARCHIBUS is highly customized. However, it is the State's intent to implement the product as a n "out-of-the-box", configurable solution. Any customizations needed to provide the State with the desired functionality must be approved by the State prior to development.

The application will be compliant with the State's Enterprise Information Security Policies. At a minimum, the application must be a secure application that utilizes Secure Socket Layers (SSL) or Transport Layer Security (TLS), with an encryption level of 128 bit. Further, the application must be available to users twenty-four hours per day, seven days per week (24/7). The Contractor may request a copy of the Enterprise Information Security Policies by submitting a written request to the contact listed in Section E.2., Communications and Contacts.

All new reports must be written in Crystal Reports. Any background printing must not interfere with the use of the system. If batch processing is required, it must be completed between the hours of 6:00 p.m. and 6:00 a.m. Central Time.

The State is currently using [REDACTED] and [REDACTED] the installation of which is collectively known as Edison. As addressed in Section A.3., Edison Data Exchange, the State intends to exchange certain data between the ARCHIBUS solution and Edison as required to meet the State's business needs.

A.3. Edison Data Exchange. The Contractor will develop the means by which data is exchanged between the ARCHIBUS solution and Edison. The data to be exchanged could include, but is not limited to information related to the following,

- Capital projects: Creation and maintenance of information about contracts, contractors, projects, project funding, project expenditures, purchase orders, journals, accounts payable, invoicing, and payments.
- Leases (as Lessor and Lessee): Creation and maintenance of information about contracts, contractors, lease payments, lease collections, utility/expense payments, accounts payable, accounts receivable, property profiles, occupants, and occupancy.

The exchange of data will be bi-directional. Some data will originate in the ARCHIBUS solution and be passed to Edison; data to be exchanged will also originate in Edison and be passed to

ARCHIBUS. It is the State's intent that the data exchange will be accomplished through the use of flat files that are processed in the ARCHIBUS solution and/or Edison between the hours of 6:00 p.m. and 6:00 a.m. Central Time. The layout of the flat files to be exchanged must conform to State specifications for the Edison Interface File Layouts, as they may be modified from time to time as required by version updates/upgrades. Specification and delivery will be requested and accomplished as described in Section A.13., ARCHIBUS Statement of Work Process.

- A.4. Disaster Recovery. System operations must provide the capability to recover from disaster. A daily backup of the entire system must be executable by the State and completed between the hours of 6:00 p.m. and 6:00 a.m. Central Time. The system must create and designate, by standard names, daily backups. The State is responsible for off-site storage facilities and off-site storage on a weekly basis.
- A.5. Non-standard Software. The Contractor may propose the use of software product(s) in addition to or in lieu of State standard software product(s), as described in Section E.16., Non-State Standard Software or Hardware.
- A.6. ARCHIBUS Software Licensing and Upgrades. The Contractor will provide the State with licenses for the currently marketed release(s) of ARCHIBUS software modules and Application Connection Points (ACPs) as of the request date at a cost according to Section C.3.b.(1) of this contract. The Contractor will provide to the State subscriptions to the ARCHIBUS Software Subscription Program for the software modules and ACPs licensed at a cost per Section C.3.b.(2) of this contract.

The software module and ACP licenses provided, and the subscriptions to the ARCHIBUS Software Subscription Program, are the property of the State upon payment of the Contractor's invoice for said item(s). The subscription in the ARCHIBUS Software Subscription Program entitles the State to all the rights and privileges of such subscription, as defined by the ARCHIBUS software manufacturer, including but not limited to receiving any upgrades, software fixes, and/or performance enhancement releases that may be issued by the ARCHIBUS software manufacturer during the subscription period.

In all cases in which licensing or subscription line items (refer to Sections C.3.b.(1) and C.3.b.(2) below) feature tiered pricing (e.g., cost per 10, 50, 100, etc. users) as reflected in the Catalog of Services, the State reserves the right to purchase such licenses or subscriptions using the combination(s) of tiered user counts that provide the State with the most favorable pricing.

- A.7. ARCHIBUS Technical Support. The Contractor will provide ARCHIBUS technical support to the State, including, but not limited to, telephone support and email support during the contract period. Technical support is intended to provide State staff (business and technical) with a means to obtain answers to questions about the use and support of the ARCHIBUS solution. Technical support is not intended to be the means by which other services outlined within this Contract's Scope of Services are provided.

Specifically, technical support is NOT the provision of:

- 1) On-site assistance with the installation/implementation of software upgrades and new releases;
- 2) On-site assistance related to recovery of the ARCHIBUS solution from a disaster;
- 3) ARCHIBUS solution performance measurement and optimization (refer to Section A.8.);
- 4) Training services and documentation (refer to Section A.9.);
- 5) Programming, configuration and customization services (refer to Section A.10.);
- 6) Problem resolution and response, although the identification or recognition of a problem in need of resolution and response may occur as a result of a technical support incident (refer to Section A.11.).
- 7) CAD-related ARCHIBUS services (refer to Section A.12.).

Specification and delivery of the above listed services indicated to be NOT considered technical support will be requested and accomplished as described in Section A.13., ARCHIBUS Statement of Work Process.

Technical support will be made available during the hours of 6:00 a.m. CST and 6:00 p.m. CST, Monday through Friday, excluding those days designated by the State as holidays. The State will designate a limited number of employees (ten (10) or less) who will be authorized to make use of the Contractor's technical support services. The form included as Attachment E will be completed and provided to the Contractor upon contract execution, and a current copy will be maintained in the contract file throughout the life of the contract.

In order for the technical support service to be considered available, the Contractor's technical support operation must be staffed with personnel who are qualified to answer the more commonly asked questions related to the use of ARCHIBUS, and are reasonably accessible during the hours and on the days indicated above. Reasonable accessibility is defined as, at a minimum, able to receive messages, either email or voice mail, and reply within one hour of message receipt or by 9:00 a.m. CST on the next business day if the message is delivered after 5:00 p.m. CST.

- A.8. ARCHIBUS Solution Performance. The Contractor will assist the State to evaluate the performance of the ARCHIBUS solution and provide to the State recommendations for optimizing performance. The State stipulates that the performance of the current ARCHIBUS solution has not been measured. However, as the ARCHIBUS solution is migrated to the target environment, measurement and optimization of the solution's performance will be requested. Specification and delivery of services as described in this Section A.8. will be requested and accomplished as described in Section A.13., ARCHIBUS Statement of Work Process.

At such time as the solution's performance and optimization effort is to begin, the State will define performance objectives in the Capacity Evaluation Plan. The Contractor will be provided this documentation prior to beginning the performance measurement and optimization effort, and will be allowed the opportunity to recommend revisions to the Capacity Evaluation Plan. Final approval of the Capacity Evaluation Plan rests solely with the State.

Once the Capacity Evaluation Plan is finalized, the Contractor will assist the State to evaluate key performance factors, including but not limited to:

- 1) Resource utilization – disk space, CPU utilization, available memory, memory utilization, and network utilization;
- 2) Processing – database sessions versus user sessions, transaction volumes, response times (end to end), input/output activity, and web server processes, including active execute queues, connections, garbage collection, idle threads, memory usage, server request time, sockets, throughput;
- 3) Installation – time to connect on first connection and on subsequent updates under the following scenarios: from within the State network and from home/mobile connections using a minimum of a 56K modem speed.

The Contractor will prepare, and submit to the State for review and approval, a Performance Evaluation Report that presents the findings of the evaluation of the solution's performance. The Performance Evaluation Report should provide documentation of the results of the evaluation, showing actual performance results in comparison to the performance objectives as defined in the Capacity Evaluation Plan. Any proposed network addition must be able to integrate with the existing State network. Detailed documentation must be provided, demonstrating how the network will achieve the desired response time. All calculations and assumptions are to be shown. The documentation shall, at minimum, show line speeds, devices supported per circuit and per location, routing, average and peak traffic load and average and worst case response times.

- A.9. ARCHIBUS Training Services and Documentation. The Contractor will provide training services to the State related to the use of the ARCHIBUS software and/or the business solutions implemented using ARCHIBUS. Training services for the State's technical staff will be provided, as requested. Training may be conducted on-site or through live-linked or WebEx training sessions. The Contractor will be compensated per training day, as defined Section C.3.d. Specification and delivery of ARCHIBUS training services will be requested and accomplished as described in Section A.13., ARCHIBUS Statement of Work Process.

The Contractor will provide any and all documentation pertaining to the ARCHIBUS software and all future documentation that is part of the ARCHIBUS software. Documentation, for purposes of this Section A.9., includes but is not limited to:

- 1) User Manual
- 2) Quick Reference User's Card
- 3) Operations Manual
- 4) Procedure Manual

The Contractor will provide that documentation which is provided by the software manufacturer with the purchase of the ARCHIBUS software to the State at no additional cost. Documentation of the ARCHIBUS solution that is prepared by the Contractor for use by the State, and that is above and beyond that which is provided by the ARCHIBUS software manufacturer will be requested and accomplished as described in Section A.13., ARCHIBUS Statement of Work Process.

The content of these manuals should be written in easy to understand language and include useful graphic presentations. The Contractor must provide to the State for its exclusive use two (2) electronic copies of all documentation. Further, if changes to the manuals are required as a result of changes made to ARCHIBUS (refer to Section A.10., Programming, Configuration and Customization Services), the updated documentation must be provided to the State as required by this Section A.9.

- A.10. Programming, Configuration and Customization Services. The Contractor will provide to the State programming, configuration and customization services, including but not limited to the following:

- 1) On-site assistance with the installation/implementation of software upgrades and new releases;
- 2) Provision of recommended implementation procedures for the effective utilization of ARCHIBUS;
- 3) Configuration of system functionality;
- 4) Conversion of existing database information into ARCHIBUS;
- 5) Creation of custom reports;
- 6) Modification of custom reports;
- 7) Conversion of custom reports to Crystal Reports;
- 8) Creation of custom code and/or database tables;
- 9) Modification of custom code and/or database tables.

The programming, configuration and customization services provided by the Contractor may result from a need to replace, repair, correct, modify, or otherwise update the existing ARCHIBUS solution. These services may also result from the State's request to enhance the ARCHIBUS solution. Regardless of the reason for the programming, configuration and customization services, specification and delivery of these above listed services will be requested and accomplished as described in Section A.13., ARCHIBUS Statement of Work Process.

The Contractor is required to fully test and review all programming, configuration and customization prior to delivery to the State. This may include, at the State's option, unit testing,

integration testing, system testing, capacity testing, and regression testing. The Contractor is required to establish and maintain the technical environment necessary to enable this testing to be performed on the Contractor's premises. The Contractor will deliver documentation of the testing effort performed, and the testing results, upon delivery to the State of the programming, configuration and customization.

It is the State's expectation that all programming, configuration and customization will function accurately and without error at the time of delivery to the State. The State will perform testing to verify accurate and error free function; however, it is the State's expectation that few if any issues are identified as a result of the State's testing. If any issues are identified as a result of the State's testing, these issues will be resolved by the Contractor in a most timely manner.

- A.11. Problem Reporting and Response. The Contractor will respond to problem reports in an orderly and timely manner. A problem is defined as a failure of the solution, in whole or in part, or the solution's generation of an incorrect or inconsistent result. Problems are not defined as less than desirable or less than preferable processing, reporting, or presentation of data by the solution; these are enhancements (refer to severity level 4 below).

Problems may be identified through a number of means. Regardless of the means of identification, once a problem is identified, the State will log the problem by assigning the incident a unique incident number. The State will assign a severity level (refer to the severity level definitions below) to the problem at the time the incident is logged. The resulting incident log is the official record of outstanding issues to be addressed between the State and the Contractor. The State may in the future choose to use the State's Integrated Help Desk, which utilizes Remedy software, to facilitate the incident logging, reporting, response, and tracking.

The State will report a problem to the Contractor by emailing a description of the problem to the Contractor's designated staff. In the case of an urgent problem, the State will also contact the Contractor's designated staff by telephone. The State will designate a limited number of staff (less than ten (10)) that is authorized to report problems to the Contractor (reference Attachment B to this contract). This same staff is the State's designee for receiving the Contractor's response to a problem report. The Contractor will designate to the State a limited number of staff (less than ten (10)) that is authorized to receive problems reports from the State. This same staff is the Contractor's designee for submitting to the State the Contractor's response to a problem report.

Severity Level Definitions

Severity 1: results in the failure of the complete solution. There is no acceptable alternative that will yield the desired result.

Severity 2: results in the complete failure of a subsystem, key business or technical function, or of a software unit within the system. There is no way to make the failed component(s) work. However, there is a documented, acceptable alternative that will yield the desired result. Note that if there is not a documented, acceptable alternative that will yield the desired result, the incident will be reclassified as a Severity 1 deficiency.

Severity 3: results in the system or a unit of the system producing incorrect, incomplete, or inconsistent results; however, does not result in the failure of the complete software system (Severity 1), or of a subsystem, key business or technical function, or software unit within the system (Severity 2). There is a documented, acceptable alternative that will yield the desired result. Note that if there is not a documented, acceptable alternative that will yield the desired result, the incident will be reclassified as a Severity 2 deficiency.

Severity 4: results in a less than desirable or less than preferable processing, reporting, or presentation of data by the system, whether upon input or after storage in the database; however, does not result in the failure of the complete software system (Severity 1), or of a subsystem, key business or technical function, or software unit within the system (Severity 2), or the system or a unit of the system producing incorrect, incomplete, or inconsistent results (Severity 3). There is a documented, acceptable alternative that will yield the desired result.

Note that if there is not a documented, acceptable alternative that will yield the desired result, the incident will be reclassified as a Severity 3 deficiency.

For purposes of this Section A.11., as used in the description of the problem classification levels, final determination of the acceptability of an alternative rests solely with the State.

The Contractor will respond to the problem report as described below, depending upon the assigned severity level. In the event that the Contractor cannot resolve the deficiency within the indicated timeframe, through no fault of the Contractor, then the Contractor may request the State to grant an extension in writing; the State shall not unreasonably deny such requests.

	Severity 1 Problem	Severity 2 Problem	Severity 3 Problem	Severity 4 Problem
Acknowledgement of Receipt of Problem Report	Within the same business day of receiving the problem report.	Within one (1) business day of receiving the problem report.	Within one (1) business day of receiving the problem report.	Within one (1) business day of receiving the problem report. Indication should be given of whether or not resolution to the deficiency will be addressed with the next major product release.
Resolution of the Deficiency	Within one (1) business day from the time of first reporting or prior to the end of the contract term, whichever comes first.	Within five (5) business days from the time of first reporting or prior to the end of the contract term, whichever comes first.	Within thirty (30) calendar days from the time of first reporting or prior to the end of the contract term, whichever comes first.	If the resolution will not be made with the next major product release, only as requested via an ARCHIBUS Statement of Work (refer to Section A.13., <u>ARCHIBUS Statement of Work Process</u>)
Pre-Authorization to Incur Billable Hours	No more than eight (8) hours total billable effort to resolve the deficiency. A detailed statement of the actual effort incurred must be provided within two (2) business days from the time of first reporting. If the effort required to resolve the deficiency is more than eight (8) hours, there is no pre-authorization to proceed.	None	None	None
Estimate of Total Billable Effort Required to Resolve the Deficiency (refer to Section	Not required if the total billable effort to resolve the deficiency is no more than eight (8) hours. Else, within	Within two (2) business days from the time of first reporting.	Within five (5) business days from the time of first reporting	Only as requested via an ARCHIBUS Statement of Work (refer to Section A.13., <u>ARCHIBUS Statement of Work</u>

A.13., ARCHIBUS Statement of Work Process)	one (1) business day from the time of first reporting.			<u>Process)</u>
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A.12. CAD-related Services. The Contractor shall provide CAD-related services, including but not limited to the following:

- 1) Creating AutoCAD floor plans from existing paper documents and for buildings that do not have existing paper documents.
- 2) Field verifying and updating existing AutoCAD floor plans and/or adding floor gross/care areas.
- 3) Adding departmental and/or gross areas to existing and/or new AutoCAD drawings and linking those to the ARCHIBUS solution, providing usable/rentable measurement per department, per floor, and per building.

Specification and delivery of the above listed services will be requested and accomplished as described in Section A.13., ARCHIBUS Statement of Work Process.

A.13. ARCHIBUS Statement of Work Process. All consulting services provided by the Contractor, excluding technical support (refer to Section A.7.), will be specified and delivered as requested in an ARCHIBUS Statement of Work (SOW). The services under the SOW will be performed by ARCHIBUS Support Staff with the skill sets listed in Section A.14. The ARCHIBUS Statement of Work form is included as Attachment D.

The State will submit an SOW to the Contractor by either faxing, or scanning and emailing the form to the Contractor's designated staff. In the case of a Contractor initiated SOW, the Contractor will either fax, or scan and email the form to the State's designated staff. The State will designate a limited number of staff (less than ten (10)) that is authorized to submit SOW's to the Contractor. This same staff is the State's designee for receiving the Contractor's detailed estimate and maximum cost assertion. The Contractor will designate to the State a limited number of staff (less than ten (10)) that is authorized to receive SOW's from the State. This same staff is the Contractor's designee for submitting to the State the Contractor's detailed estimate and maximum cost assertion. The form included as Attachment E will be completed and provided to the Contractor upon contract execution, and a current copy will be maintained in the contract file throughout the life of the contract.

The ARCHIBUS Statement of Work consists of the enumerated information below and is completed as follows:

- 1) Description of service requested (provided by the State), including any and all deliverables, specification of the programming, configuration and customization, etc., as applicable, conditions for acceptance, and the desired completion date;
- 2) Contractor's detail estimate of the effort required to deliver the service requested, which includes an itemized list of the support roles (refer to Section A.14) and associated costs that make up the maximum cost to deliver the service;
- 3) Assertion from the Contractor of the maximum cost to deliver the service requested;
- 4) Authorization to proceed from the State indicated by signature from the State's contact in Section E.2., Communications and Contacts.

Both the State and the Contractor may initiate the ARCHIBUS Statement of Work process. The Contractor may initiate the ARCHIBUS Statement of Work process as a result of a problem report with two exceptions:

- 1) A Severity 1 problem has been reported and the effort required to resolve the incident is no more than eight (8) hours total billable effort (No SOW required);
- 2) A Severity 4 problem has been reported (State initiated).

Reference Section A.11., Problem Reporting and Response for more information.

The State will initiate the ARCHIBUS Statement of Work process as a result of a Severity 4 problem report and in all circumstances not involving a problem report.

With a State initiated SOW, the State will provide a detailed description of the service requested. This description will be provided to the Contractor for use in the preparation of a detailed estimate of the effort. In the case of an SOW being prepared as a result of a problem report (Contractor initiated), the description of the service requested is the information contained in the problem report.

A detailed estimate is then prepared by the Contractor based upon the description of the service requested, and the units and per unit cost as described in Section C.3. The Contractor will also sign the ARCHIBUS Statement of Work indicating the maximum cost to the State to have the Contractor deliver the service requested. In order to prepare the detailed estimate, the Contractor is authorized to incur up to four (4) hours total billable effort per SOW. These billable hours should be itemized separately in the detailed estimate provided via the SOW.

For an ARCHIBUS Statement of Work being prepared as the result of a problem report, the Contractor will return the completed SOW to the State as outlined in Section A.11., Problem Reporting and Response. For all other ARCHIBUS Statements of Work being prepared, the Contractor will return the completed SOW to the State within five (5) business days of receipt of the SOW by the Contractor. The State will either authorize the Contractor to proceed with the service requested or cancel the Statement of Work with no further action on the part of the Contractor required. Should the State choose to cancel the Statement of Work, the Contractor will be compensated for the actual effort (up to four (4) hours) incurred to prepare the detailed estimate that was included in the canceled Statement of Work.

- A.14. ARCHIBUS Support Staff Skills and Experience. The Contractor will staff the support roles defined in Sections III and IV of Attachment C, Catalog of Services, with person(s) having skills and experience as follows:

Support Role	Skills and Experience Level Required
Technical Support	Five (5) years combined experience using ARCHIBUS as an end user and a system administrator.
Project Manager	Ten (10) years combined experience leading, managing and coordinating comparably scaled installations of ARCHIBUS, which involved configuration, programming, and customization, and solution performance evaluation and optimization, of which five (5) years must include above activities for a state government.
System Engineer	Ten (10) years combined experience configuring, programming, and customizing ARCHIBUS, solution performance evaluation and optimization, and preparing technical, system administration, and system user documentation.
System Programmer	Five (5) years combined experience configuring, programming, and customizing ARCHIBUS and ARCHIBUS databases.
Senior CAD Technician	Five (5) years combined experience creating AutoCAD floor plans from existing paper documents and for buildings that do not have existing paper documents; field verifying and updating existing AutoCAD floor plans and/or adding floor gross/care areas; adding departmental and/or gross areas to existing and/or new AutoCAD drawings and linking those to the ARCHIBUS solution, providing usable/rentable measurement per department, per floor, and per building.
CAD Technician	Two (2) years combined experience creating AutoCAD floor plans from existing paper documents and for buildings that do not have existing paper documents; field verifying and updating existing

	AutoCAD floor plans and/or adding floor gross/care areas; adding departmental and/or gross areas to existing and/or new AutoCAD drawings and linking those to the ARCHIBUS solution, providing usable/rentable measurement per department, per floor, and per building.
Support Role	Skills and Experience Level Required
Training	Five (5) years experience conducting classroom and/or WebEx training, with two (2) of these years being from conducting such training on the ARCHIBUS software modules.
Estimating	Five (5) years combined experience leading, managing and coordinating comparably scaled installations of ARCHIBUS, which involved configuration, programming, and customization, and solution performance evaluation and optimization.

B. CONTRACT PERIOD:

This Contract shall be effective for the period beginning April 2, 2012, and ending on April 1, 2017. The Contractor hereby acknowledges and affirms that the State shall have no obligation for services rendered by the Contractor which were not performed within this specified contract period.

C. PAYMENT TERMS AND CONDITIONS:

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

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

- C.2. Compensation Firm. The payment rates and the maximum liability of the State under this Contract are firm for the duration of the Contract and are not subject to escalation for any reason unless amended.
- C.3. Payment Methodology. The Contractor shall be compensated based on the payment rates herein for units of service authorized by the State in a total amount not to exceed the Contract Maximum Liability established in section C.1.
- a. The Contractor's compensation shall be contingent upon the satisfactory completion of units, milestones, or increments of service defined in Section A.
 - b. The Contractor shall be compensated for said units, milestones, or increments of service based up on the payment rates indicated in Attachment C, Catalog of Services, and as follows:
 - (1) The Contractor will be compensated for ARCHIBUS software modules and ACPs on a one-time charge, per license basis, payable at such time as the software is

delivered to the State and available for installation. The version of the software to be purchased is as per Section A.6., ARCHIBUS Software Licensing and Upgrades.

- (2) The Contractor will be compensated on a recurrent, per license per year basis for subscriptions to the ARCHIBUS Software Subscription Program (refer to Section A.6., ARCHIBUS Software Licensing and Upgrades).

The first annual payment will be payable at such time as the subscription is activated and available for use by the State. If there is less than one year from the date at which a new subscription becomes payable, and the annual renewal date for all of her subscriptions the State has previously purchased, the first annual payment will be prorated such that all subscriptions are annually renewed on the same date.

The Contractor will be compensated annually for each additional year that the State is subscribed to the ARCHIBUS Software Subscription Program, so long as the subscription remains activated and available for use by the State.

- (3) The Contractor will be compensated for limited technical support as defined in Section A.7., ARCHIBUS Technical Support, on a per hour basis, payable monthly upon invoicing.
- (4) The Contractor will be compensated for consulting services provided resulting from work authorized through an ARCHIBUS Statement of Work, payable upon the State's acceptance of the deliverables required by the Statement of Work (refer to Section A.13., ARCHIBUS Statement of Work Process).

- c. The Contractor shall not be compensated for travel time to the primary location of service provision.
- d. A "day" shall be defined as a minimum of eight (8) hours of service. If the Contractor provides fewer than eight hours of service in a standard twenty-four hour day, the Contractor shall bill *pro rata* for only those portions of the day in which service was actually delivered. The Contractor shall not bill more than the daily rate even if the Contractor works more than eight hours in a day.

C.4. Travel Compensation.

- a. Compensation to the Contractor for travel, meals, or lodging shall be subject to amounts and limitations specified in the "State Comprehensive Travel Regulations," as they are amended from time to time.
- b. The Contractor must include (in addition to other invoice requirements of this Contract) a complete itemization of travel compensation requested in accordance with and attaching to the invoice appropriate documentation and receipts as required by the above-referenced "State Comprehensive Travel Regulations."
- c. The Contractor will be reimbursed for travel involved in providing onsite support only when requested by the State and as authorized by email from the State's contact in Section E.2., Communications and Contacts. Such travel will always result from an authorized ARCHIBUS Statement of Work (refer to Section A.13., ARCHIBUS Statement of Work Process).

- C.5. Invoice Requirements. The Contractor shall invoice the State only for completed increments of service and for the amount stipulated in section C.3, above, and present said invoices no more often than monthly, with all necessary supporting documentation, to:

Brad Taylor, IT Director
 Department of General Services
 312 Rosa L. Parks Avenue, 24th Floor
 Nashville, TN 37243

- a. Each invoice shall clearly and accurately detail all of the following required information (calculations must be extended and totaled correctly).
- (1) Invoice Number (assigned by the Contractor)
 - (2) Invoice Date
 - (3) Contract Number (assigned by the State)
 - (4) Customer Account Name: Department of General Services, Information Technology Management
 - (5) Customer Account Number (assigned by the Contractor to the above-referenced Customer)
 - (6) Contractor Name
 - (7) Contractor Federal Employer Identification, Social Security, or Tennessee Edison Registration ID Number Referenced in Preamble of this Contract
 - (8) Contractor Contact for Invoice Questions (name, phone, and/or fax)
 - (9) Contractor Remittance Address
 - (10) Description of Delivered Service
 - (11) Complete Itemization of Charges, which shall detail the following:
 - i. Service or Milestone Description (including name & title as applicable) of each service invoiced
 - ii. Number of Completed Units, Increments, Hours, or Days as applicable, of each service invoiced
 - iii. Applicable Payment Rate (as stipulated in Section C.3.) of each service invoiced
 - iv. Amount Due by Service
 - v. Total Amount Due for the invoice period
- b. The Contractor understands and agrees that an invoice under this Contract shall:
- (1) include only charges for service described in Contract Section A and in accordance with payment terms and conditions set forth in Contract Section C;
 - (2) only be submitted for completed service and shall not include any charge for future work;
 - (3) not include sales tax or shipping charges; and
 - (4) initiate the timeframe for payment (and any discounts) only when the State is in receipt of the invoice, and the invoice meets the minimum requirements of this section C.5.
- C.6. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any payment, invoice, or matter in relation thereto. A payment by the State shall not be construed as acceptance of any part of the work or service provided or as approval of any amount invoiced.
- C.7. Invoice Reductions. The Contractor's invoice shall be subject to reduction for amounts included in any invoice or payment theretofore made which are determined by the State, on the basis of audits conducted in accordance with the terms of this Contract, not to constitute proper remuneration for compensable services.
- C.8. Deductions. The State reserves the right to deduct from amounts, which are or shall become due and payable to the Contractor under this or any contract between the Contractor and the State of Tennessee any amounts, which are or shall become due and payable to the State of Tennessee by the Contractor.

- C.9. Prerequisite Documentation. The Contractor shall not invoice the State under this Contract until the State has received the following documentation properly completed.
- a. The Contractor shall complete, sign, and present to the State an "Authorization Agreement for Automatic Deposit (ACH Credits) Form" provided by the State. By doing so, the Contractor acknowledges and agrees that, once said form is received by the State, all payments to the Contractor, under this or any other contract the Contractor has with the State of Tennessee shall be made by Automated Clearing House (ACH).
 - b. The Contractor shall complete, sign, and present to the State a "Substitute W-9 Form" provided by the State. The taxpayer identification number detailed by said form must agree with the Contractor's Federal Employer Identification Number or Tennessee Edison Registration ID referenced in this Contract.

D. STANDARD TERMS AND CONDITIONS:

- D.1. Required Approvals. The State is not bound by this Contract until it is signed by the contract parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this contract, said officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.2. Modification and Amendment. This Contract may be modified only by a written amendment signed by all parties hereto and approved by both the officials who approved the base contract and, depending upon the specifics of the contract as amended, any additional officials required by Tennessee laws and regulations (said officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.3. Termination for Convenience. The State may terminate this Contract without cause for any reason. Said termination shall not be deemed a breach of contract by the State. The State shall give the Contractor at least thirty (30) days written notice before the effective termination date. The Contractor shall be entitled to compensation for satisfactory, authorized service completed as of the termination date, but in no event shall the State be liable to the Contractor for compensation for any service which has not been rendered. Upon such termination, the Contractor shall have no right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- D.4. Termination for Cause. If the Contractor fails to properly perform its obligations under this Contract in a timely or proper manner, or if the Contractor violates any terms of this Contract, the State shall have the right to immediately terminate the Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the above, the Contractor shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Contract by the Contractor.
- D.5. Subcontracting. The Contractor shall not assign this Contract or enter into a subcontract for any of the services performed under this Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, each shall contain, at a minimum, sections of this Contract below pertaining to "Conflicts of Interest," "Nondiscrimination," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Contractor shall be the prime contractor and shall be responsible for all work performed.
- D.6. Conflicts of Interest. The Contractor warrants that no part of the total Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Contractor in connection with any work contemplated or performed relative to this Contract.

The Contractor acknowledges, understands, and agrees that this Contract shall be null and void if the Contractor is, or within the past six months has been, an employee of the State of Tennessee or if the Contractor is an entity in which a controlling interest is held by an individual who is, or within the past six months has been, an employee of the State of Tennessee.

- D.7. Nondiscrimination. The Contractor hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the Contractor on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law. The Contractor shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.8. Prohibition of Illegal Immigrants. The requirements of *Tennessee Code Annotated*, Section 12-4-124, *et seq.*, addressing the use of illegal immigrants in the performance of any Contract to supply goods or services to the state of Tennessee, shall be a material provision of this Contract, a breach of which shall be grounds for monetary and other penalties, up to and including termination of this Contract.
- a. The Contractor hereby attests, certifies, warrants, and assures that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this Contract. The Contractor shall reaffirm this attestation, in writing, by submitting to the State a completed and signed copy of the document at Attachment A, hereto, semi-annually during the period of this Contract. Such attestations shall be maintained by the Contractor and made available to state officials upon request.
 - b. Prior to the use of any subcontractor in the performance of this Contract, and semi-annually thereafter, during the period of this Contract, the Contractor shall obtain and retain a current, written attestation that the subcontractor shall not knowingly utilize the services of an illegal immigrant to perform work relative to this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant to perform work relative to this Contract. Attestations obtained from such subcontractors shall be maintained by the Contractor and made available to state officials upon request.
 - c. The Contractor shall maintain records for all personnel used in the performance of this Contract. Said records shall be subject to review and random inspection at any reasonable time upon reasonable notice by the State.
 - d. The Contractor understands and agrees that failure to comply with this section will be subject to the sanctions of *Tennessee Code Annotated*, Section 12-4-124, *et seq.* for acts or omissions occurring after its effective date. This law requires the Commissioner of Finance and Administration to prohibit a contractor from contracting with, or submitting an offer, proposal, or bid to contract with the State of Tennessee to supply goods or services for a period of one year after a contractor is discovered to have knowingly used the services of illegal immigrants during the performance of this Contract.
 - e. For purposes of this Contract, "illegal immigrant" shall be defined as any person who is not either a United States citizen, a Lawful Permanent Resident, or a person whose physical presence in the United States is authorized or allowed by the federal Department of Homeland Security and who, under federal immigration laws and/or regulations, is authorized to be employed in the U.S. or is otherwise authorized to provide services under the Contract.
- D.9. Records. The Contractor shall maintain documentation for all charges under this Contract. The books, records, and documents of the Contractor, insofar as they relate to work performed or money received under this Contract, shall be maintained for a period of three (3) full years from

the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the State, the Comptroller of the Treasury, or their duly appointed representatives. The financial statements shall be prepared in accordance with generally accepted accounting principles.

- D.10. Prevailing Wage Rates. All contracts for construction, erection, or demolition or to install goods or materials that involve the expenditure of any funds derived from the State require compliance with the prevailing wage laws as provided in *Tennessee Code Annotated*, Section 12-4-401, *et seq.*
- D.11. Monitoring. The Contractor's activities conducted and records maintained pursuant to this Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.12. Progress Reports. The Contractor shall submit brief, periodic, progress reports to the State as requested.
- D.13. Strict Performance. Failure by any party to this Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Contract shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties hereto.
- D.14. Independent Contractor. The parties hereto, in the performance of this Contract, shall not act as employees, partners, joint venturers, or associates of one another. It is expressly acknowledged by the parties hereto that such parties are independent contracting entities and that nothing in this Contract shall be construed to create an employer/employee relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.
- The Contractor, being an independent contractor and not an employee of the State, agrees to carry adequate public liability and other appropriate forms of insurance, including adequate public liability and other appropriate forms of insurance on the Contractor's employees, and to pay all applicable taxes incident to this Contract.
- D.15. State Liability. The State shall have no liability except as specifically provided in this Contract.
- D.16. Force Majeure. The obligations of the parties to this Contract are subject to prevention by causes beyond the parties' control that could not be avoided by the exercise of due care including, but not limited to, natural disasters, riots, wars, epidemics, or any other similar cause.
- D.17. State and Federal Compliance. The Contractor shall comply with all applicable State and Federal laws and regulations in the performance of this Contract.
- D.18. Governing Law. This Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The Contractor agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Contract. The Contractor acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising therefrom, shall be subject to and limited to those rights and remedies, if any, available under *Tennessee Code Annotated*, Sections 9-8-101 through 9-8-407.
- D.19. Completeness. This Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions of the parties' agreement. This Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.

- D.20. Severability. If any terms and conditions of this Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions hereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this Contract are declared severable.
- D.21. Headings. Section headings of this Contract are for reference purposes only and shall not be construed as part of this Contract.

E. SPECIAL TERMS AND CONDITIONS:

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

The State:

Brad Taylor, IT Director
 Department of General Services
 312 Rosa L. Parks Avenue, 24th Floor, Nashville, TN 37243
brad.taylor@tn.gov
 Telephone # (615) 741-1889
 FAX # (615) 741-1789

The Contractor:

Contractor Contact Name & Title
Contractor Name
Address
Email Address
Telephone # Number
FAX # Number

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

- E.3. Subject to Funds Availability. The Contract is subject to the appropriation and availability of State and/or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate the Contract upon written notice to the Contractor. Said termination shall not be deemed a breach of Contract by the State. Upon receipt of the written notice, the Contractor shall cease all work associated with the Contract. Should such an event occur, the Contractor shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Contractor shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- E.4. Tennessee Consolidated Retirement System. The Contractor acknowledges and understands that, subject to statutory exceptions contained in *Tennessee Code Annotated*, Section 8-36-801, *et. seq.*, the law governing the Tennessee Consolidated Retirement System (TCRS), provides that if a retired member of TCRS, or of any superseded system administered by TCRS, or of any local retirement fund established pursuant to *Tennessee Code Annotated*, Title 8, Chapter 35,

Part 3 accepts state employment, the member's retirement allowance is suspended during the period of the employment. Accordingly and notwithstanding any provision of this Contract to the contrary, the Contractor agrees that if it is later determined that the true nature of the working relationship between the Contractor and the State under this Contract is that of "employee/employer" and not that of an independent contractor, the Contractor, if a retired member of TCRS, may be required to repay to TCRS the amount of retirement benefits the Contractor received from TCRS during the period of this Contract.

E.5. Insurance. The Contractor shall carry adequate liability and other appropriate forms of insurance.

a. The Contractor shall maintain, at minimum, the following insurance coverage:

- (1) Workers' Compensation/ Employers' Liability (including all states coverage) with a limit not less than the relevant statutory amount or one million dollars (\$1,000,000) per occurrence for employers' liability whichever is greater.
- (2) Comprehensive Commercial General Liability (including personal injury & property damage, premises/operations, independent contractor, contractual liability and completed operations/products) with a bodily injury/property damage combined single limit not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate.
- (3) Automobile Coverage (including owned, leased, hired, and non-owned vehicles) with a bodily injury/property damage combined single limit not less than one million dollars (\$1,000,000) per occurrence.

b. At any time State may require the Contractor to provide a valid Certificate of Insurance detailing Coverage Description; Insurance Company & Policy Number; Exceptions and Exclusions; Policy Effective Date; Policy Expiration Date; Limit(s) of Liability; and Name and Address of Insured. Failure to provide required evidence of insurance coverage shall be a material breach of this Contract.

E.6. 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 shall be regarded as confidential information in accordance with the provisions of applicable state and federal law, state and federal rules and regulations, departmental policy, and ethical standards. Such confidential information shall not be disclosed, and all necessary steps shall be taken by the Contractor to safeguard the confidentiality of such material or information in conformance with applicable state and federal law, state and federal rules and regulations, departmental policy, and ethical standards.

The Contractor's obligations under this section do not apply to information in the public domain; entering the public domain but not from a breach by the Contractor of this Contract; previously possessed by the Contractor without written obligations to the State to protect it; acquired by the Contractor without written restrictions against disclosure from a third party with, to the Contractor's knowledge, is free to disclose the information; independently developed by the Contractor without the use of the State's information; or, disclosed by the State to others without restrictions against disclosure. Nothing in this paragraph shall permit Contractor to disclose any information that is confidential under federal or state law or regulations, 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.

It is expressly understood and agreed the obligations set forth in this section shall survive the termination of this Contract.

E.7. State Ownership of Work Products. The State shall have ownership, right, title, and interest, including ownership of copyright, in all work products, including computer source code, created,

designed, developed, derived, documented, installed, or delivered under this Contract subject to the next subsection and full and final payment for each "Work Product." The State shall have royalty-free and unlimited rights and license to use, disclose, reproduce, publish, distribute, modify, maintain, or create derivative works from, for any purpose whatsoever, all said Work Products.

- a. To the extent that the Contractor uses any of its pre-existing, proprietary or independently developed tools, materials or information ("Contractor Materials"), the Contractor shall retain all right, title and interest in and to such Contractor Materials, and the State shall acquire no right, title or interest in or to such Contractor Materials EXCEPT the Contractor grants to the State an unlimited, non-transferable license to use, copy and distribute internally, solely for the State's internal purposes, any Contractor Materials reasonably associated with any Work Product provided under the Contract.
- b. The Contractor shall furnish such information and data as the State may request, including but not limited to computer code, that is applicable, essential, fundamental, or intrinsic to any Work Product and Contractor Materials reasonably associated with any Work Product, in accordance with this Contract and applicable state law.
- c. Nothing in this Contract shall prohibit the Contractor's use for its own purposes of the general knowledge, skills, experience, ideas, concepts, know-how, and techniques obtained and used during the course of providing the services requested under this Contract.
- d. Nothing in the Contract shall prohibit the Contractor from developing for itself, or for others, materials which are similar to and/or competitive with those that are produced under this Contract.

E.8. 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. this Contract document with any attachments or exhibits (excluding the items listed at subsections b. through e., below);
- b. any clarifications of or addenda to the Contractor's proposal seeking this Contract;
- c. the State solicitation, as may be amended, requesting proposals in competition for this Contract;
- d. any technical specifications provided to proposers during the procurement process to award this Contract;
- e. the Contractor's proposal seeking this Contract.

E.9. Prohibited Advertising. The Contractor shall not refer to this Contract or the Contractor's relationship with the State hereunder in commercial advertising in such a manner as to state or imply that the Contractor or the Contractor's services are endorsed. It is expressly understood and agreed that the obligations set forth in this section shall survive the termination of this Contract in perpetuity.

E.10. Debarment and Suspension. The Contractor certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:

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

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

- E.11. Contractor Commitment to Diversity. The Contractor shall comply with and make reasonable business efforts to exceed the commitment to diversity represented by the Contractor's proposal responding to RFP-32107.00211 (Attachment 6.2, Section B, Item B.15.) and resulting in this Contract.

The Contractor shall assist the State in monitoring the Contractor's performance of this commitment by providing, as requested, a quarterly report of participation in the performance of this Contract by small business enterprises and businesses owned by minorities, women, and persons with a disability. Such reports shall be provided to the state of Tennessee Governor's Office of Diversity Business Enterprise in form and substance as required by said office.

- E.12. Hold Harmless. The Contractor agrees to indemnify and hold harmless the State of Tennessee as well as its officers, agents, and employees from and against any and all claims, liabilities, losses, and causes of action which may arise, accrue, or result to any person, firm, corporation, or other entity which may be injured or damaged as a result of acts, omissions, or negligence on the part of the Contractor, its employees, or any person acting for or on its or their behalf relating to this Contract. The Contractor further agrees it shall be liable for the reasonable cost of attorneys for the State in the event such service is necessitated to enforce the terms of this Contract or otherwise enforce the obligations of the Contractor to the State.

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

- E13. Breach. A party shall be deemed to have breached the Contract if any of the following occurs:

- failure to perform in accordance with any term or provision of the Contract;
- partial performance of any term or provision of the Contract;
- any act prohibited or restricted by the Contract, or
- violation of any warranty.

For purposes of this Contract, these items shall hereinafter be referred to as a "Breach."

- a. Contractor Breach— The State shall notify Contractor in writing of a Breach.
- (1) In event of a Breach by Contractor, the State shall have available the remedy of Actual Damages and any other remedy available at law or equity.
 - (2) Partial Default— In the event of a Breach, the State may declare a Partial Default. In which case, the State shall provide the Contractor written notice of: (1) the date which Contractor shall terminate providing the service associated with the Breach; and (2) the date the State will begin to provide the service associated with the Breach. Notwithstanding the foregoing, the State may revise the time periods contained in the notice written to the Contractor.
- In the event the State declares a Partial Default, the State may withhold, together with any other damages associated with the Breach, from the amounts due the Contractor the greater of: (1) amounts which would be paid the Contractor to provide the defaulted service; or (2) the cost to the State of providing the defaulted service, whether said service is provided by the State or a third party. To determine the amount the Contractor is being paid for any particular service, the Department shall be entitled to receive within five (5) days any requested material from Contractor. The State shall make the final and binding determination of said amount.
- Upon Partial Default, the Contractor shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount. Contractor agrees to cooperate fully with the State in the event a Partial Default is taken.
- (3) Contract Termination— In the event of a Breach, the State may terminate the Contract immediately or in stages. The Contractor shall be notified of the termination in writing by the State. Said notice shall hereinafter be referred to as Termination Notice. The Termination Notice may specify either that the termination is to be effective immediately, on a date certain in the future, or that the Contractor shall cease operations under this Contract in stages. In the event of a termination, the State may withhold any amounts which may be due Contractor without waiver of any other remedy or damages available to the State at law or at equity. The Contractor shall be liable to the State for any and all damages incurred by the State and any and all expenses incurred by the State which exceed the amount the State would have paid Contractor under this Contract. Contractor agrees to cooperate with the State in the event of a Contract Termination or Partial Takeover.
- b. State Breach— In the event of a Breach of Contract by the State, the Contractor shall notify the State in writing within 30 days of any Breach of Contract by the State. Said notice shall contain a description of the Breach. Failure by the Contractor to provide said written notice shall operate as an absolute waiver by the Contractor of the State's Breach. In no event shall any Breach on the part of the State excuse the Contractor from full performance under this Contract. In the event of Breach by the State, the Contractor may avail itself of any remedy at law in the forum with appropriate jurisdiction; provided, however, failure by the Contractor to give the State written notice and opportunity to cure as described herein operates as a waiver of the State's Breach. Failure by the Contractor to file a claim before the appropriate forum in Tennessee with jurisdiction to hear such claim within one (1) year of the written notice of Breach shall operate as a waiver of said claim in its entirety. It is agreed by the parties this provision establishes a contractual period of limitations for any claim brought by the Contractor.

E.14. Partial Takeover. The State may, at its convenience and without cause, exercise a partial takeover of any service which the Contractor is obligated to perform under this Contract, including but not limited to any service which is the subject of a subcontract between Contractor and a third

party, although the Contractor is not in breach (hereinafter referred to as "Partial Takeover"). Said Partial Takeover shall not be deemed a Breach of Contract by the State. Contractor shall be given at least 30 days prior written notice of said Partial Takeover with said notice to specify the area(s) of service the State will assume and the date of said assumption. Any Partial Takeover by the State shall not alter in any way Contractor's other obligations under this Contract. The State may withhold from amounts due the Contractor the amount the Contractor would have been paid to deliver the service as determined by the State. The amounts shall be withheld effective as of the date the State assumes the service. Upon Partial Takeover, the Contractor shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

- E.15. Disclosure of Personal Identity Information. The Contractor shall report to the State any instances of unauthorized disclosure of confidential information that come to the attention of the Contractor. Any such report shall be made by the Contractor within twenty-four (24) hours after the instance has come to the attention of the Contractor. The Contractor, at the sole discretion of the State, shall provide no cost credit monitoring services for individuals that are deemed to be part of a potential disclosure. The Contractor shall bear the cost of notification to individuals having personal identity information involved in a potential disclosure event, including individual letters and/or public notice.
- E.16. Non-State Standard Software or Hardware. In the event that the Contractor wishes to introduce non-State standard software or hardware components ("products") into the State's technology environment, in support of, or related to, the services the Contractor is providing under this Contract, the Contractor must make a formal written request to the State prior to introducing the non-State Standard Products. Such a request is referred to as a "Non-State Standard Product Request."
- a. Non-State Standard Products are defined as:
- Any software that is not listed and designated as Current in the *Tennessee Enterprise Architecture*, as amended; or
 - Any hardware that is not listed and designated as Current in, or is not compatible with standards listed in, the *Tennessee Enterprise Architecture*, as amended.
- b. The State's Department of Finance and Administration, Office of Information Resources (OIR), shall consider the Non-State Standard Product Request and shall render a written determination, in the State's best interest, to approve or disapprove the request. If OIR disapproves the request, the Contractor agrees to withdraw the request and substitute State Standard Products in place of the Non-State Standard Products, at no additional cost to the State.
- E.17. Catalog of Services Updates.
- a. During the course of this contract, the State may request that the Contractor update the Catalog of Services with additional line items, otherwise known as "Non-Prepiced Items" or "NPIs." The NPIs shall be within the general scope of services. The State shall provide the Contractor with a written description of the NPI, and the Contractor shall submit a price to the State for the NPI.
- b. The State requires that the pricing of offered to the State for NPIs be competitive with pricing of offered to the market in general. The Contractor must provide detailed documentation to the State to substantiate the proposed cost(s).
- c. All Contractor, supplier, and/or subcontractor pricing information used in determining the price(s) for NPIs shall be subject to audit by the State, the Tennessee Comptroller of the Treasury, or their duly appointed representatives. Such audit shall be performed during normal business hours upon reasonable notice by the State.

- d. If the State and Contractor reach an agreement regarding the service(s) and the cost(s) associated with the addition, the State will add the new line items to Contract Attachment C, Catalog of Services, through the Contract amendment process. Such amendments shall be signed by the Contractor and the head of the procuring State agency and approved by other State officials as required by State Laws and Regulations. The Contractor shall not commence additional work until the State has issued a written contract amendment and secured all required approvals.

E.18. Authorized Individuals. Each party hereto will provide the other party hereto with a list identifying the individuals from whom the other party is authorized to accept requests for estimates, Statements of Work, technical support requests, problem reports and responses, and software and/or application documentation which may be given hereunder by the party providing such list. The parties hereto shall only be entitled to rely on requests for estimates, Statements of Work, technical support requests, problem reports and responses, and software and/or application documentation given by such individuals. The form included as Attachment E will be completed and provided to the Contractor upon contract execution, and a current copy will be maintained in the contract file throughout the life of the contract.

IN WITNESS WHEREOF,

CONTRACTOR LEGAL ENTITY NAME:

CONTRACTOR SIGNATURE

DATE

PRINTED NAME AND TITLE OF CONTRACTOR SIGNATORY (above)

DEPARTMENT OF GENERAL SERVICES:

STEVEN G. CATES, COMMISSIONER

DATE

ATTACHMENT A**ATTESTATION RE PERSONNEL USED IN CONTRACT PERFORMANCE**

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

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

CONTRACTOR SIGNATURE

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

PRINTED NAME AND TITLE OF SIGNATORY

DATE OF ATTESTATION

ATTACHMENT B: State of Tennessee Enterprise Architecture

[THIS IS A PLACEHOLDER FOR THE *TENNESSEE ENTERPRISE ARCHITECTURE*, WHICH WILL BE INSERTED HERE PRIOR TO CONTRACT APPROVAL.]

ATTACHMENT C: Catalog of Services

	Service Description	Year One Unit Cost (04/02/2012 through 04/01/2013)	Year Two Unit Cost (04/02/2013 through 04/01/2014)	Year Three Unit Cost (04/02/2014 through 04/01/2015)	Year Four Unit Cost (04/02/2015 through 04/01/2016)	Year Five Unit Cost (04/02/2016 through 04/01/2017)
I. ARCHIBUS Enterprise Software Licensing (Refer to Contract Section A.6, ARCHIBUS Software Licensing and Upgrades)						
A.	Real Estate Portfolio Management					
i.	Bundled Package-Real Estate Portfolio Management including Portfolio Management, Lease Administration, Cost Administration, Cost Chargeback & Invoicing, and Portfolio Forecasting	\$NUMBER Per License	\$NUMBER Per License	\$NUMBER Per License	\$NUMBER Per License	\$NUMBER Per License
ii.	Portfolio Management – Web Central	\$NUMBER Per License	\$NUMBER Per License	\$NUMBER Per License	\$NUMBER Per License	\$NUMBER Per License
iii.	Lease Administration – Web Central	\$NUMBER Per License	\$NUMBER Per License	\$NUMBER Per License	\$NUMBER Per License	\$NUMBER Per License
iv.	Cost Administration – Web Central	\$NUMBER Per License	\$NUMBER Per License	\$NUMBER Per License	\$NUMBER Per License	\$NUMBER Per License
v.	Cost Chargeback & Invoicing – Web Central	\$NUMBER Per License	\$NUMBER Per License	\$NUMBER Per License	\$NUMBER Per License	\$NUMBER Per License
vi.	Portfolio Forecasting – Web Central	\$NUMBER Per License	\$NUMBER Per License	\$NUMBER Per License	\$NUMBER Per License	\$NUMBER Per License
vii.	Real Property & Lease Management – Windows	\$NUMBER Per License	\$NUMBER Per License	\$NUMBER Per License	\$NUMBER Per License	\$NUMBER Per License
B.	Capital Project Management					
i.	Bundled Package-Capital Projects including Capital Budgeting & Project Management	\$NUMBER Per License	\$NUMBER Per License	\$NUMBER Per License	\$NUMBER Per License	\$NUMBER Per License
ii.	Capital Budgeting – Web Central	\$NUMBER Per License	\$NUMBER Per License	\$NUMBER Per License	\$NUMBER Per License	\$NUMBER Per License

ATTACHMENT C: Catalog of Services - Continued

Service Description		Year One Unit Cost (04/02/2012 through 04/01/2013)	Year Two Unit Cost (04/02/2013 through 04/01/2014)	Year Three Unit Cost (04/02/2014 through 04/01/2015)	Year Four Unit Cost (04/02/2015 through 04/01/2016)	Year Five Unit Cost (04/02/2016 through 04/01/2017)
iii.	Project Management – Web Central	\$NUMBER Per License	\$NUMBER Per License	\$NUMBER Per License	\$NUMBER Per License	\$NUMBER Per License
iv.	Condition Assessment – Web Central	\$NUMBER Per License	\$NUMBER Per License	\$NUMBER Per License	\$NUMBER Per License	\$NUMBER Per License
C.	Space Planning and Management					
i.	Bundled Package- Space Management including Space Inventory & Performance, Personnel & Occupancy, and Space Chargeback	\$NUMBER Per License	\$NUMBER Per License	\$NUMBER Per License	\$NUMBER Per License	\$NUMBER Per License
ii.	Space Inventory and Performance – Web Central	\$NUMBER Per License	\$NUMBER Per License	\$NUMBER Per License	\$NUMBER Per License	\$NUMBER Per License
iii.	Personnel & Occupancy – Web Central	\$NUMBER Per License	\$NUMBER Per License	\$NUMBER Per License	\$NUMBER Per License	\$NUMBER Per License
iv.	Space Chargeback – Web Central	\$NUMBER Per License	\$NUMBER Per License	\$NUMBER Per License	\$NUMBER Per License	\$NUMBER Per License
v.	Strategic Master Planning – Windows	\$NUMBER Per License	\$NUMBER Per License	\$NUMBER Per License	\$NUMBER Per License	\$NUMBER Per License
vi.	Space Management – Windows	\$NUMBER Per License	\$NUMBER Per License	\$NUMBER Per License	\$NUMBER Per License	\$NUMBER Per License
D	Move Management					
i.	Enterprise Move Management – Web Central	\$NUMBER Per License	\$NUMBER Per License	\$NUMBER Per License	\$NUMBER Per License	\$NUMBER Per License

ATTACHMENT C: Catalog of Services - Continued

Service Description		Year One Unit Cost (04/02/2012 through 04/01/2013)	Year Two Unit Cost (04/02/2013 through 04/01/2014)	Year Three Unit Cost (04/02/2014 through 04/01/2015)	Year Four Unit Cost (04/02/2015 through 04/01/2016)	Year Five Unit Cost (04/02/2016 through 04/01/2017)
E	Asset Management					
i.	Asset Portal – Web Central	\$NUMBER Per License	\$NUMBER Per License	\$NUMBER Per License	\$NUMBER Per License	\$NUMBER Per License
ii.	Furniture and Equipment Management – Windows	\$NUMBER Per License	\$NUMBER Per License	\$NUMBER Per License	\$NUMBER Per License	\$NUMBER Per License
iii.	Telecommunications & Cable Management – Windows	\$NUMBER Per License	\$NUMBER Per License	\$NUMBER Per License	\$NUMBER Per License	\$NUMBER Per License
F	Environmental & Risk Management					
i.	Energy Management – Web Central	\$NUMBER Per License	\$NUMBER Per License	\$NUMBER Per License	\$NUMBER Per License	\$NUMBER Per License
ii.	Emergency Preparedness – Web Central	\$NUMBER Per License	\$NUMBER Per License	\$NUMBER Per License	\$NUMBER Per License	\$NUMBER Per License
iii.	Environmental Sustainability – Web Central	\$NUMBER Per License	\$NUMBER Per License	\$NUMBER Per License	\$NUMBER Per License	\$NUMBER Per License
iv.	Green Building- (V19.3) – Web Central	\$NUMBER Per License	\$NUMBER Per License	\$NUMBER Per License	\$NUMBER Per License	\$NUMBER Per License

ATTACHMENT C: Catalog of Services - Continued

Service Description		Year One Unit Cost (04/02/2012 through 04/01/2013)	Year Two Unit Cost (04/02/2013 through 04/01/2014)	Year Three Unit Cost (04/02/2014 through 04/01/2015)	Year Four Unit Cost (04/02/2015 through 04/01/2016)	Year Five Unit Cost (04/02/2016 through 04/01/2017)
G	Building Operations					
i.	Bundled Package- Building Operations including On Demand Work, Preventative Maintenance, and Service Desk	\$NUMBER Per License	\$NUMBER Per License	\$NUMBER Per License	\$NUMBER Per License	\$NUMBER Per License
ii.	On Demand Work – Web Central	\$NUMBER Per License	\$NUMBER Per License	\$NUMBER Per License	\$NUMBER Per License	\$NUMBER Per License
iii.	Preventive Maintenance – Web Central	\$NUMBER Per License	\$NUMBER Per License	\$NUMBER Per License	\$NUMBER Per License	\$NUMBER Per License
iv.	Condition Assessment – Web Central	\$NUMBER Per License	\$NUMBER Per License	\$NUMBER Per License	\$NUMBER Per License	\$NUMBER Per License
v.	Building Operations Management – Windows	\$NUMBER Per License	\$NUMBER Per License	\$NUMBER Per License	\$NUMBER Per License	\$NUMBER Per License
vi.	Call Center Wizard – Windows	\$NUMBER Per License	\$NUMBER Per License	\$NUMBER Per License	\$NUMBER Per License	\$NUMBER Per License
H	Workplace Services					
i.	Reservations – Web Central	\$NUMBER Per License	\$NUMBER Per License	\$NUMBER Per License	\$NUMBER Per License	\$NUMBER Per License
ii.	Service Desk – Web Central	\$NUMBER Per License	\$NUMBER Per License	\$NUMBER Per License	\$NUMBER Per License	\$NUMBER Per License
iii.	Hoteling – Web Central	\$NUMBER Per License	\$NUMBER Per License	\$NUMBER Per License	\$NUMBER Per License	\$NUMBER Per License

ATTACHMENT C: Catalog of Services - Continued

Service Description		Year One Unit Cost (04/02/2012 through 04/01/2013)	Year Two Unit Cost (04/02/2013 through 04/01/2014)	Year Three Unit Cost (04/02/2014 through 04/01/2015)	Year Four Unit Cost (04/02/2015 through 04/01/2016)	Year Five Unit Cost (04/02/2016 through 04/01/2017)
iv.	Fleet Management – Web Central (an ARCHIBUS Solutions Center product)	\$NUMBER Per License	\$NUMBER Per License	\$NUMBER Per License	\$NUMBER Per License	\$NUMBER Per License
I	Technology Extensions/Plug-ins					
i.	Smart Client Extension for AutoCAD - Per License	\$NUMBER Per License	\$NUMBER Per License	\$NUMBER Per License	\$NUMBER Per License	\$NUMBER Per License
ii.	Smart Client Extension for AutoCAD & Revit - Per License	\$NUMBER Per License	\$NUMBER Per License	\$NUMBER Per License	\$NUMBER Per License	\$NUMBER Per License
iii.	Overlay with Design Management for AutoCAD – Per License	\$NUMBER Per License	\$NUMBER Per License	\$NUMBER Per License	\$NUMBER Per License	\$NUMBER Per License
iv.	Overlay with Design Management for AutoCAD & REVIT – Windows –Per License	\$NUMBER Per License	\$NUMBER Per License	\$NUMBER Per License	\$NUMBER Per License	\$NUMBER Per License
J	ACP					
i.	Web Central – Ten (10) concurrent user license – Web Central	\$NUMBER Per License	\$NUMBER Per License	\$NUMBER Per License	\$NUMBER Per License	\$NUMBER Per License
ii.	Web Central – Twenty Five (25) concurrent user license – Web Central PER LICENSE	\$NUMBER Per License	\$NUMBER Per License	\$NUMBER Per License	\$NUMBER Per License	\$NUMBER Per License
iii.	Web Central – Fifty (50) concurrent user license – Web Central	\$NUMBER Per License	\$NUMBER Per License	\$NUMBER Per License	\$NUMBER Per License	\$NUMBER Per License

ATTACHMENT C: Catalog of Services - Continued

Service Description		Year One Unit Cost (04/02/2012 through 04/01/2013)	Year Two Unit Cost (04/02/2013 through 04/01/2014)	Year Three Unit Cost (04/02/2014 through 04/01/2015)	Year Four Unit Cost (04/02/2015 through 04/01/2016)	Year Five Unit Cost (04/02/2016 through 04/01/2017)
i.	Web Central – One hundred (100) concurrent user	\$NUMBER Per License	\$NUMBER Per License	\$NUMBER Per License	\$NUMBER Per License	\$NUMBER Per License

	license – Web Central					
ii.	Web Central Core - Per 250 Web ACP's	\$NUMBER Per License				
iii.	Executive Information System – One (1) concurrent user license – Windows	\$NUMBER Per License				
iv.	Executive Information System – Three (3) concurrent user license – Windows	\$NUMBER Per License				
v.	Executive Information System – Five (5) concurrent user license – Windows	\$NUMBER Per License				
	ICP					
vi.	Client Server – One (1) ICP concurrent user license – Windows PER LICENSE	\$NUMBER Per License				
vii.	EAL-Enterprise Access License					
viii.	EAL-10– Ten (10) PER LICENSE	\$NUMBER Per License				
ix.	EAL-25– Twenty Five (25) PER LICENSE	\$NUMBER Per License				
x.	EAL-50– Fifty (50) PER LICENSE	\$NUMBER Per License				
xi.	EAL-100– One Hundred (100) PER LICENSE	\$NUMBER Per License				

ATTACHMENT C: Catalog of Services - Continued

	Service Description	Year One Unit Cost (04/02/2012 through 04/01/2013)	Year Two Unit Cost (04/02/2013 through 04/01/2014)	Year Three Unit Cost (04/02/2014 through 04/01/2015)	Year Four Unit Cost (04/02/2015 through 04/01/2016)	Year Five Unit Cost (04/02/2016 through 04/01/2017)
II. ARCHIBUS Enterprise Software Subscriptions (Refer to Contract Section A.6, ARCHIBUS Software Licensing and Upgrades)						
A.	Real Estate Portfolio Management					
i.	Bundled Package- Real Estate Portfolio Management including Portfolio Management, Lease Administration, Cost Administration, Cost Chargeback & Invoicing, and Portfolio Forecasting	\$NUMBER Per License Subscription Per Year	\$NUMBER Per License Subscription Per Year	\$NUMBER Per License Subscription Per Year	\$NUMBER Per License Subscription Per Year	\$NUMBER Per License Subscription Per Year
ii.	Portfolio Management – Web Central	\$NUMBER Per License Subscription Per Year	\$NUMBER Per License Subscription Per Year	\$NUMBER Per License Subscription Per Year	\$NUMBER Per License Subscription Per Year	\$NUMBER Per License Subscription Per Year
iii.	Lease Administration – Web Central	\$NUMBER Per License Subscription Per Year	\$NUMBER Per License Subscription Per Year	\$NUMBER Per License Subscription Per Year	\$NUMBER Per License Subscription Per Year	\$NUMBER Per License Subscription Per Year
iv.	Cost Administration – Web Central	\$NUMBER Per License Subscription Per Year	\$NUMBER Per License Subscription Per Year	\$NUMBER Per License Subscription Per Year	\$NUMBER Per License Subscription Per Year	\$NUMBER Per License Subscription Per Year
v.	Cost Chargeback & Invoicing – Web Central	\$NUMBER Per License Subscription Per Year	\$NUMBER Per License Subscription Per Year	\$NUMBER Per License Subscription Per Year	\$NUMBER Per License Subscription Per Year	\$NUMBER Per License Subscription Per Year
vi.	Portfolio Forecasting – Web Central	\$NUMBER Per License Subscription Per Year	\$NUMBER Per License Subscription Per Year	\$NUMBER Per License Subscription Per Year	\$NUMBER Per License Subscription Per Year	\$NUMBER Per License Subscription Per Year

ATTACHMENT C: Catalog of Services - Continued

Service Description		Year One Unit Cost (04/02/2012 through 04/01/2013)	Year Two Unit Cost (04/02/2013 through 04/01/2014)	Year Three Unit Cost (04/02/2014 through 04/01/2015)	Year Four Unit Cost (04/02/2015 through 04/01/2016)	Year Five Unit Cost (04/02/2016 through 04/01/2017)
vii.	Real Property & Lease Management – Windows	\$NUMBER Per License Subscription Per Year	\$NUMBER Per License Subscription Per Year	\$NUMBER Per License Subscription Per Year	\$NUMBER Per License Subscription Per Year	\$NUMBER Per License Subscription Per Year
B. Capital Project Management						
i.	Bundled Package- Capital Projects including Capital Budgeting & Project Management	\$NUMBER Per License Subscription Per Year	\$NUMBER Per License Subscription Per Year	\$NUMBER Per License Subscription Per Year	\$NUMBER Per License Subscription Per Year	\$NUMBER Per License Subscription Per Year
ii.	Capital Budgeting – Web Central	\$NUMBER Per License Subscription Per Year	\$NUMBER Per License Subscription Per Year	\$NUMBER Per License Subscription Per Year	\$NUMBER Per License Subscription Per Year	\$NUMBER Per License Subscription Per Year
iii.	Project Management – Web Central	\$NUMBER Per License Subscription Per Year	\$NUMBER Per License Subscription Per Year	\$NUMBER Per License Subscription Per Year	\$NUMBER Per License Subscription Per Year	\$NUMBER Per License Subscription Per Year
iv.	Condition Assessment – Windows	\$NUMBER Per License Subscription Per Year	\$NUMBER Per License Subscription Per Year	\$NUMBER Per License Subscription Per Year	\$NUMBER Per License Subscription Per Year	\$NUMBER Per License Subscription Per Year
C. Space Planning and Management						
i.	Bundled Package- Space Management including Space Inventory & Performance, Personnel & Occupancy, and Space Chargeback	\$NUMBER Per License Subscription Per Year	\$NUMBER Per License Subscription Per Year	\$NUMBER Per License Subscription Per Year	\$NUMBER Per License Subscription Per Year	\$NUMBER Per License Subscription Per Year
ii.	Space Inventory and Performance – Web Central	\$NUMBER Per License Subscription Per Year	\$NUMBER Per License Subscription Per Year	\$NUMBER Per License Subscription Per Year	\$NUMBER Per License Subscription Per Year	\$NUMBER Per License Subscription Per Year
iii.	Personnel & Occupancy – Web Central	\$NUMBER Per License Subscription Per Year	\$NUMBER Per License Subscription Per Year	\$NUMBER Per License Subscription Per Year	\$NUMBER Per License Subscription Per Year	\$NUMBER Per License Subscription Per Year

ATTACHMENT C: Catalog of Services - Continued

Service Description		Year One Unit Cost (04/02/2012 through 04/01/2013)	Year Two Unit Cost (04/02/2013 through 04/01/2014)	Year Three Unit Cost (04/02/2014 through 04/01/2015)	Year Four Unit Cost (04/02/2015 through 04/01/2016)	Year Five Unit Cost (04/02/2016 through 04/01/2017)
iv.	Space Chargeback – Web Central	\$NUMBER Per License Subscription Per Year	\$NUMBER Per License Subscription Per Year	\$NUMBER Per License Subscription Per Year	\$NUMBER Per License Subscription Per Year	\$NUMBER Per License Subscription Per Year
v.	Strategic Master Planning – Windows	\$NUMBER Per License Subscription Per Year	\$NUMBER Per License Subscription Per Year	\$NUMBER Per License Subscription Per Year	\$NUMBER Per License Subscription Per Year	\$NUMBER Per License Subscription Per Year
vi.	Space Management – Windows	\$NUMBER Per License Subscription Per Year	\$NUMBER Per License Subscription Per Year	\$NUMBER Per License Subscription Per Year	\$NUMBER Per License Subscription Per Year	\$NUMBER Per License Subscription Per Year
D	Move Management					
i.	Enterprise Move Management – Web Central	\$NUMBER Per License Subscription Per Year	\$NUMBER Per License Subscription Per Year	\$NUMBER Per License Subscription Per Year	\$NUMBER Per License Subscription Per Year	\$NUMBER Per License Subscription Per Year
E	Asset Management					
i.	Asset Portal – Web Central	\$NUMBER Per License Subscription Per Year	\$NUMBER Per License Subscription Per Year	\$NUMBER Per License Subscription Per Year	\$NUMBER Per License Subscription Per Year	\$NUMBER Per License Subscription Per Year
ii.	Furniture and Equipment Management – Windows	\$NUMBER Per License Subscription Per Year	\$NUMBER Per License Subscription Per Year	\$NUMBER Per License Subscription Per Year	\$NUMBER Per License Subscription Per Year	\$NUMBER Per License Subscription Per Year
iii.	Telecommunications & Cable Management – Windows	\$NUMBER Per License Subscription Per Year	\$NUMBER Per License Subscription Per Year	\$NUMBER Per License Subscription Per Year	\$NUMBER Per License Subscription Per Year	\$NUMBER Per License Subscription Per Year

ATTACHMENT C: Catalog of Services - Continued

Service Description		Year One Unit Cost (04/02/2012 through 04/01/2013)	Year Two Unit Cost (04/02/2013 through 04/01/2014)	Year Three Unit Cost (04/02/2014 through 04/01/2015)	Year Four Unit Cost (04/02/2015 through 04/01/2016)	Year Five Unit Cost (04/02/2016 through 04/01/2017)
F	Environmental & Risk Management					
i.	Energy Management – Web Central	\$NUMBER Per License Subscription Per Year	\$NUMBER Per License Subscription Per Year	\$NUMBER Per License Subscription Per Year	\$NUMBER Per License Subscription Per Year	\$NUMBER Per License Subscription Per Year
ii.	Emergency Preparedness – Web Central	\$NUMBER Per License Subscription Per Year	\$NUMBER Per License Subscription Per Year	\$NUMBER Per License Subscription Per Year	\$NUMBER Per License Subscription Per Year	\$NUMBER Per License Subscription Per Year
iii.	Environmental Sustainability – Web Central	\$NUMBER Per License Subscription Per Year	\$NUMBER Per License Subscription Per Year	\$NUMBER Per License Subscription Per Year	\$NUMBER Per License Subscription Per Year	\$NUMBER Per License Subscription Per Year
iv.	Green Building- (V19.3) – Web Central	\$NUMBER Per License Subscription Per Year	\$NUMBER Per License Subscription Per Year	\$NUMBER Per License Subscription Per Year	\$NUMBER Per License Subscription Per Year	\$NUMBER Per License Subscription Per Year
G	Building Operations					
i.	Bundled Package- Building Operations including On Demand Work, Preventative Maintenance, and Service Desk	\$NUMBER Per License Subscription Per Year	\$NUMBER Per License Subscription Per Year	\$NUMBER Per License Subscription Per Year	\$NUMBER Per License Subscription Per Year	\$NUMBER Per License Subscription Per Year
ii.	On Demand Work – Web Central	\$NUMBER Per License Subscription Per Year	\$NUMBER Per License Subscription Per Year	\$NUMBER Per License Subscription Per Year	\$NUMBER Per License Subscription Per Year	\$NUMBER Per License Subscription Per Year

ATTACHMENT C: Catalog of Services - Continued

Service Description		Year One Unit Cost (04/02/2012 through 04/01/2013)	Year Two Unit Cost (04/02/2013 through 04/01/2014)	Year Three Unit Cost (04/02/2014 through 04/01/2015)	Year Four Unit Cost (04/02/2015 through 04/01/2016)	Year Five Unit Cost (04/02/2016 through 04/01/2017)
iii.	Preventive Maintenance – Web Central	\$NUMBER Per License Subscription Per Year	\$NUMBER Per License Subscription Per Year	\$NUMBER Per License Subscription Per Year	\$NUMBER Per License Subscription Per Year	\$NUMBER Per License Subscription Per Year
iv.	Condition Assessment – Web Central	\$NUMBER Per License Subscription Per Year	\$NUMBER Per License Subscription Per Year	\$NUMBER Per License Subscription Per Year	\$NUMBER Per License Subscription Per Year	\$NUMBER Per License Subscription Per Year
v.	Building Operations Management – Windows	\$NUMBER Per License Subscription Per Year	\$NUMBER Per License Subscription Per Year	\$NUMBER Per License Subscription Per Year	\$NUMBER Per License Subscription Per Year	\$NUMBER Per License Subscription Per Year
vi.	Call Center Wizard – Windows	\$NUMBER Per License Subscription Per Year	\$NUMBER Per License Subscription Per Year	\$NUMBER Per License Subscription Per Year	\$NUMBER Per License Subscription Per Year	\$NUMBER Per License Subscription Per Year
H	Workplace Services					
i.	Reservations – Web Central	\$NUMBER Per License Subscription Per Year	\$NUMBER Per License Subscription Per Year	\$NUMBER Per License Subscription Per Year	\$NUMBER Per License Subscription Per Year	\$NUMBER Per License Subscription Per Year
ii.	Service Desk – Web Central	\$NUMBER Per License Subscription Per Year	\$NUMBER Per License Subscription Per Year	\$NUMBER Per License Subscription Per Year	\$NUMBER Per License Subscription Per Year	\$NUMBER Per License Subscription Per Year

ATTACHMENT C: Catalog of Services - Continued

Service Description		Year One Unit Cost (04/02/2012 through 04/01/2013)	Year Two Unit Cost (04/02/2013 through 04/01/2014)	Year Three Unit Cost (04/02/2014 through 04/01/2015)	Year Four Unit Cost (04/02/2015 through 04/01/2016)	Year Five Unit Cost (04/02/2016 through 04/01/2017)
iii.	Hoteling – Web Central	\$NUMBER Per License Subscription Per Year	\$NUMBER Per License Subscription Per Year	\$NUMBER Per License Subscription Per Year	\$NUMBER Per License Subscription Per Year	\$NUMBER Per License Subscription Per Year
iv.	Fleet Management – Web Central (an ARCHIBUS Solutions Center product)	\$NUMBER Per License Subscription Per Year	\$NUMBER Per License Subscription Per Year	\$NUMBER Per License Subscription Per Year	\$NUMBER Per License Subscription Per Year	\$NUMBER Per License Subscription Per Year
I	Technology Extensions/Plug-ins					
i.	Smart Client Extension for AutoCAD	\$NUMBER Per License Subscription Per Year	\$NUMBER Per License Subscription Per Year	\$NUMBER Per License Subscription Per Year	\$NUMBER Per License Subscription Per Year	\$NUMBER Per License Subscription Per Year
ii.	Smart Client Extension for AutoCAD & Revit	\$NUMBER Per License Subscription Per Year	\$NUMBER Per License Subscription Per Year	\$NUMBER Per License Subscription Per Year	\$NUMBER Per License Subscription Per Year	\$NUMBER Per License Subscription Per Year
iii.	Overlay with Design Management for AutoCAD	\$NUMBER Per License Subscription Per Year	\$NUMBER Per License Subscription Per Year	\$NUMBER Per License Subscription Per Year	\$NUMBER Per License Subscription Per Year	\$NUMBER Per License Subscription Per Year
iv.	Overlay with Design Management for AutoCAD & REVIT – Windows	\$NUMBER Per License Subscription Per Year	\$NUMBER Per License Subscription Per Year	\$NUMBER Per License Subscription Per Year	\$NUMBER Per License Subscription Per Year	\$NUMBER Per License Subscription Per Year
J	ACP					

ATTACHMENT C: Catalog of Services - Continued

Service Description		Year One Unit Cost (04/02/2012 through 04/01/2013)	Year Two Unit Cost (04/02/2013 through 04/01/2014)	Year Three Unit Cost (04/02/2014 through 04/01/2015)	Year Four Unit Cost (04/02/2015 through 04/01/2016)	Year Five Unit Cost (04/02/2016 through 04/01/2017)
i.	Web Central – Ten (10) concurrent user license – Web Central	\$NUMBER Per License Subscription Per Year	\$NUMBER Per License Subscription Per Year	\$NUMBER Per License Subscription Per Year	\$NUMBER Per License Subscription Per Year	\$NUMBER Per License Subscription Per Year
ii.	Web Central – Twenty Five (25) concurrent user license – Web Central	\$NUMBER Per License Subscription Per Year	\$NUMBER Per License Subscription Per Year	\$NUMBER Per License Subscription Per Year	\$NUMBER Per License Subscription Per Year	\$NUMBER Per License Subscription Per Year
iii.	Web Central – Fifty (50) concurrent user license – Web Central	\$NUMBER Per License Subscription Per Year	\$NUMBER Per License Subscription Per Year	\$NUMBER Per License Subscription Per Year	\$NUMBER Per License Subscription Per Year	\$NUMBER Per License Subscription Per Year
iv.	Web Central – One hundred (100) concurrent user license – Web Central	\$NUMBER Per License Subscription Per Year	\$NUMBER Per License Subscription Per Year	\$NUMBER Per License Subscription Per Year	\$NUMBER Per License Subscription Per Year	\$NUMBER Per License Subscription Per Year
v.	Web Central Core - Per 250 Web ACP's	\$NUMBER Per License Subscription Per Year	\$NUMBER Per License Subscription Per Year	\$NUMBER Per License Subscription Per Year	\$NUMBER Per License Subscription Per Year	\$NUMBER Per License Subscription Per Year
vi.	Executive Information System – One (1) concurrent user license – Windows	\$NUMBER Per License Subscription Per Year	\$NUMBER Per License Subscription Per Year	\$NUMBER Per License Subscription Per Year	\$NUMBER Per License Subscription Per Year	\$NUMBER Per License Subscription Per Year
vii.	Executive Information System – Three (3) concurrent user license – Windows	\$NUMBER Per License Subscription Per Year	\$NUMBER Per License Subscription Per Year	\$NUMBER Per License Subscription Per Year	\$NUMBER Per License Subscription Per Year	\$NUMBER Per License Subscription Per Year
viii.	Executive Information System – Five (5) concurrent user license – Windows	\$NUMBER Per License Subscription Per Year	\$NUMBER Per License Subscription Per Year	\$NUMBER Per License Subscription Per Year	\$NUMBER Per License Subscription Per Year	\$NUMBER Per License Subscription Per Year
	ICP					
i.	Client Server – One (1) ICP concurrent user license – Windows	\$NUMBER Per License Subscription Per Year	\$NUMBER Per License Subscription Per Year	\$NUMBER Per License Subscription Per Year	\$NUMBER Per License Subscription Per Year	\$NUMBER Per License Subscription Per Year
	EAL-Enterprise Access License					
i.	EAL-10– Ten (10) PER LICENSE	\$NUMBER Per License Subscription Per Year	\$NUMBER Per License Subscription Per Year	\$NUMBER Per License Subscription Per Year	\$NUMBER Per License Subscription Per Year	\$NUMBER Per License Subscription Per Year
ii.	EAL-25– Twenty Five (25) PER LICENSE	\$NUMBER Per License Subscription Per Year	\$NUMBER Per License Subscription Per Year	\$NUMBER Per License Subscription Per Year	\$NUMBER Per License Subscription Per Year	\$NUMBER Per License Subscription Per Year
iii.	EAL-50– Fifty (50) PER LICENSE	\$NUMBER Per License Subscription	\$NUMBER Per License Subscription	\$NUMBER Per License Subscription	\$NUMBER Per License Subscription	\$NUMBER Per License Subscription

		Per Year				
iv.	EAL-100– One Hundred (100) PER LICENSE	\$NUMBER Per License Subscription Per Year				

ATTACHMENT C: Catalog of Services - Continued

	Year One Unit Cost (04/02/2012 through 04/01/2013)	Year Two Unit Cost (04/02/2013 through 04/01/2014)	Year Three Unit Cost (04/02/2014 through 04/01/2015)	Year Four Unit Cost (04/02/2015 through 04/01/2016)	Year Five Unit Cost (04/02/2016 through 04/01/2017)	
III. ARCHIBUS Technical Support Services (Refer to Contract Section A.7, <u>ARCHIBUS Technical Support</u>)						
A	Technical Support	\$NUMBER Per Hour	\$NUMBER Per Hour	\$NUMBER Per Hour	\$NUMBER Per Hour	\$NUMBER Per Hour
IV. ARCHIBUS Consulting Services (Refer to Contract Section A.13, <u>ARCHIBUS Statement of Work Process</u>)						
A	Personnel					
i.	Project Manager	\$NUMBER Per Hour	\$NUMBER Per Hour	\$NUMBER Per Hour	\$NUMBER Per Hour	\$NUMBER Per Hour
ii.	System Engineer	\$NUMBER Per Hour	\$NUMBER Per Hour	\$NUMBER Per Hour	\$NUMBER Per Hour	\$NUMBER Per Hour
iii.	System Programmer	\$NUMBER Per Hour	\$NUMBER Per Hour	\$NUMBER Per Hour	\$NUMBER Per Hour	\$NUMBER Per Hour
iv.	Senior CAD Technician	\$NUMBER Per Hour	\$NUMBER Per Hour	\$NUMBER Per Hour	\$NUMBER Per Hour	\$NUMBER Per Hour
v.	CAD Technician	\$NUMBER Per Hour	\$NUMBER Per Hour	\$NUMBER Per Hour	\$NUMBER Per Hour	\$NUMBER Per Hour
B	Training Services	\$NUMBER Per Day	\$NUMBER Per Day	\$NUMBER Per Day	\$NUMBER Per Day	\$NUMBER Per Day
C	Estimating Services	\$NUMBER Per Hour	\$NUMBER Per Hour	\$NUMBER Per Hour	\$NUMBER Per Hour	\$NUMBER Per Hour

ATTACHMENT D: ARCHIBUS Statement of Work Form

ARCHIBUS Licensing, Maintenance and Support Services

STATEMENT OF WORK # _____

SOW Project Name: _____

Incident #/Request #: _____

Date Initiated: _____

State Contact: _____

TEL: _____

Vendor Contact: _____

TEL: _____

Service Description:

Deliverables:

- 1.
- 2.
- 3.

Requested Time Frames:

- 1.
- 2.
- 3.

Detailed Specifications Attached? (Y/N): _____

Detailed Estimate of Effort Required:

(The details of this estimate may be provided on a separate sheet if more space is needed. If this is done, please denote by stating "See Attached" under the Unit Description heading and include the grand total estimated cost where indicated below in addition to being shown on the separate sheet)

<u>UNIT DESCRIPTION</u>	<u>UNIT COST</u>	<u>UNITS REQUIRED</u>	<u>EXTENDED COST</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

GRAND TOTAL ESTIMATED COST: _____
 (maximum cost for this SOW)

The undersigned hereby agrees to the terms of this SOW:

CONTRACTOR

State of Tennessee

Printed Name: _____

Printed Name: _____

Date: _____

Date: _____

CC: Jeanne Smith

(The State reserves the right to modify this form without advance notice. If this form is modified, the Contractor will be provided the modified form in a timely manner).

ATTACHMENT E: Authorized Individuals Form

STATE OF TENNESSEE AUTHORIZED INDIVIDUALS:

Technical Support Authorized Users

To Be Determined

Persons Authorized to Report Problems/Receive Responses to Problem Reports

To Be Determined

Persons Authorized to Submit Statements of Work/Receive Detailed Estimates

To Be Determined

CONTRACTOR AUTHORIZED INDIVIDUALS:

Persons Authorized to Receive and Respond to Problem Reports

To Be Determined

Persons Authorized to Receive Statements of Work/Submit Detailed Estimates

To Be Determined

(The State reserves the right to modify this form without advance notice. If this form is modified, the Contractor will be provided the modified form in a timely manner).

RFP ATTACHMENT 6.7. - Exception Requests to State Standards – Prior to Proposal Submission

6.7.1 Exception Requests to State Standards

The use of non-State standard products (software products, hardware products, and/or communications protocols) in the proposed solution is an exception request to State standards. State-standard Product Components are listed and designated as “Current” in the *Tennessee Enterprise Architecture*.

Non-State standard products are defined as:

- Any software that is not listed and designated as Current in the *Tennessee Enterprise Architecture*; or
- Any hardware that is not listed and designated as Current in, or is not compatible with standards listed in, the *Tennessee Enterprise Architecture*.

The State’s goal is to limit the proliferation of non-standard technologies. **Non-standard technologies present an undue burden on the State in terms of additional training, maintenance and operational costs that the State would otherwise not incur.** Therefore, the State encourages vendors to propose solutions that use State standard products.

The services requested through this RFP should be provided within the technical environment and State standards described by the *Tennessee Enterprise Architecture*. The proposed solution must either fully comply with the State’s Architecture, or exception(s) to State standards should be requested, as described in the following sections.

IMPORTANT NOTE: in the event that there is no Domain, Discipline, Technology Area, or Product Component covering the product that the vendor would like to use (i.e., there is no current State standard for the product), this still constitutes an exception, and the vendor should request an exception request to use the product in question.

Exception request(s) to use non-State standard product(s) in the proposed solution must be approved in writing by the Department of Finance and Administration, Office for Information Resources (OIR).

6.7.2 Submission and Approval/Disapproval

Exception requests to State standard products should be submitted in writing and received by the State no later than the Written Comments Deadline detailed in the RFP Section 2, Schedule of Events. For each non-State standard product, the written information must describe why the State standard product will not support the solution, the functionality that the exception product provides, and how the exception product will be used in the proposed solution. Provide this information by completing and submitting it no later than the Written Comments Deadline in the form of the table given in RFP Attachment 6.8.

Requesting and receiving approval of non-State standard product(s) prior to submission of the Proposal will eliminate the risk of disqualification for proposing the product(s).

1. Proposals that include non-State standard product(s), which were submitted to the State as a Written Comment and approved, will not be disqualified for proposing the approved non-State standard product(s).
2. Proposals that include non-State standard product(s), which were submitted to the State as a Written Comment and disapproved, will be disqualified for proposing the disapproved non-State standard product(s); unless the Proposer will agree, through a written clarification response, to replace the disapproved product(s) with product(s) approved by OIR, at no additional cost to the State.
3. For Proposals that include non-State standard product(s), which were not submitted to the State as a Written Question and approved as an exception, OIR will evaluate the proposed product(s) on a case by case basis. The decision to allow or disallow such

products shall be at OIR's sole discretion and shall be documented through a written clarification. If product(s) are disallowed, the Proposal will be disqualified, unless the Proposer will agree, through a written clarification response, to replace the disapproved product(s) with product(s) approved by OIR, at no additional cost to the State.

A list of the approved and disapproved exception requests to State standard products submitted in writing and received by the State no later than the Written Comments Deadline will be published as an amendment to the RFP.

Approval of non-State standard product(s) grants permission for any Proposal to include the product(s); i.e., use of an approved non-State standard product is not limited to the vendor that submitted the written request for approval.

RFP ATTACHMENT 6.8. - Exceptions to Tennessee Technology Architecture Request Form

The State of Tennessee operates upon the concept of a standard Technology Architecture to provide a safe, consistent, dependable environment for IT solutions. New products and exceptions are considered, but not without research and confidence that exceptions will not jeopardize the safety and dependability of Tennessee's technical environment.

Please use the form below to indicate any deviations from Tennessee's technical standards that the bid solution will necessitate or request for waiver in the event a standard does not exist. Reference the "Technology Architecture Product Standards" section of Technology Architecture and enter the standard product in the first column, the full name of the product requested, and the reason why the state standard product will not support the bid solution. If a standard does not exist in the Technology Architecture, enter the full name of the product requested for the waiver, and the reason the product is needed as part of the vendor's solution. In addition to the "Reason" described above, also include a description of the functionality provided by the non-standard product, and how the non-standard product will be used.

Standard Product as listed	Exception Requested	Reason State Standard Won't Support Solution (or) Reason Product is Needed / Functionality Provided / How the Product Will Be Used

RFP ATTACHMENT 6.9. – Edison Interface File Layouts

Listed below are the various Edison interface file layouts for both request (RQST) and response (RESP) files. If there is not a response file layout for a particular interface, that interface uses the standard response layout. A copy of the documentation of these Edison interface file layouts can be downloaded from the following website: <http://www.state.tn.us/finance/rds/ocr/rfp.html>.

Edison standard response interface file layout
IF0001 – SpeedChart RQST interface file layout
IF0001 – SpeedChart RESP interface file layout
IF0004 – Inventory Item RQST interface file layout
IF0004 – Inventory Item RESP interface file layout
IF0007 – Accounts Payable Voucher RQST interface file layout
IF0011 – Accounts Payable Payment History RQST interface file layout
IF0011 – Accounts Payable Payment History RESP interface file layout
IF0013 – Accounts Receivable Billing RQST interface file layout
IF0037 – General Ledger Transaction History RQST interface file layout
IF0037 – General Ledger Transaction History RESP interface file layout
IF0038 – Purchase Order RQST interface file layout
IF0039 – General Ledger Journal RQST interface file layout
IF0056 - Vendor RQST interface file layout
IF0056 - Vendor RESP interface file layout

RFP ATTACHMENT 6.10. - Background Information

Background Information: The department of Real Property Administration in Finance & Administration has been merged with Property Services Management in the Department of General Services. The merged state property management division has been named State of Tennessee Real Estate Asset Management (STREAM), and is in the Department of General Services. The need for consistent, accessible real property related information has increased greatly with this merger of departments.

The area formerly known as Real Property Administration Division (RPA) is responsible to develop the State's capital initiatives and real property assets. It is the implementation arm of the State Building Commission (SBC), and is responsible for all capital improvements.

The area formerly known as Property Services Management operates, manages, and maintains state facilities. The division also administers comprehensive policies and procedures for the management of state-owned and leased facilities statewide.

STREAM currently uses ARCHIBUS for Windows version 16 in support of its Real Estate Management and Interior Design business areas. STREAM wishes to expand the use of ARCHIBUS to support all of its business areas' responsibilities. As a part of this expansion of use, the ARCHIBUS installation will be upgraded to the latest release. A mix of Windows and Web Central user interfaces is anticipated.

STREAM also uses a legacy Project Management software called PITS, and the information now maintained in this system will need to be migrated to the new ARCHIBUS application.



STATE OF TENNESSEE
DEPARTMENT OF GENERAL SERVICES

**REQUEST FOR PROPOSALS # 32107-00211
AMENDMENT # TWO
FOR ARCHIBUS Licensing and Support**

DATE: March 14, 2012, 2012

RFP # 32107-00211 IS AMENDED AS FOLLOWS:

1. This RFP Schedule of Events updates and confirms scheduled RFP dates.

	EVENT	TIME	DATE	UPDATED / CONFIRMED
1	State Issues RFP		2/6/12	Confirmed
2	Disability Accommodation Request Deadline	2:00 p.m.	2/9/12	Confirmed
3	Notice of Intent to Propose Deadline	2:00 p.m.	2/10/12	Confirmed
4	Written Comments Deadline	2:00 p.m.	2/15/12	Confirmed
5	State Responds to Written Comments		2/24/12	Confirmed
6	Proposal Deadline	2:00 p.m.	3/2/12	Confirmed
7	State Completes Technical Proposal Evaluations		3/8/12	Confirmed
8	State Opens Cost Proposals & Calculates Scores	9:00 a.m.	3/9/12	Confirmed
9	State Issues Evaluation Notice & Opens RFP Files for Public Inspection	2:00 p.m.	3/15/12	Updated
10	Contract Signing		3/27/12	Updated
11	Contract Signature Deadline	2:00 p.m.	3/28/12	Updated