



**STATE OF TENNESSEE
DEPARTMENT OF GENERAL SERVICES**

**REQUEST FOR PROPOSALS
FOR
ARCHIBUS LICENSING, MAINTENANCE AND SUPPORT**

RFP # 32101-17104

RFP CONTENTS

SECTIONS:

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

ATTACHMENTS:

- 6.1. Response Statement of Certifications & Assurances
- 6.2. Technical Response & Evaluation Guide
- 6.3. Cost Proposal & Scoring Guide
- 6.4. Reference Questionnaire
- 6.5. Score Summary Matrix
- 6.6. *Pro Forma* Contract
 - Pro Forma Attachment A – Attestation
 - Pro Forma Attachment B – State of Tennessee Enterprise Architecture
 - Pro Forma Attachment C - Catalog of Services
 - Pro Forma Attachment D – Archibus Statement of Work
 - Pro Forma Attachment E - Authorized Individuals Form
- 6.7. Request for Confidential Documents

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 contract requirements; solicit responses; detail response requirements; and, outline the State’s process for evaluating responses and selecting a contractor to provide the needed goods or services.

Through this RFP, the State seeks to procure necessary goods or services at the most favorable, competitive prices and to give ALL qualified businesses, including those that are owned by minorities, women, Tennessee service-disabled veterans, and small business enterprises, an opportunity to do business with the state as contractors, subcontractors or suppliers.

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:

- Supply upgrades and new releases of ARCHIBUS, and support the State in the application and/or installation of the same
- Add the additional ARCHIBUS modules to be purchased by the State, and support the State in the application and/or installation of the same
- 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.
- Develop the means to exchange data between ARCHIBUS and other Enterprise software within the State’s environment.
- 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’s budget for the current Archibus licensing, installation, upgrade, maintenance and support services contract is \$1,500,000 over five years.

- 1.1.3. 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) along with a completed request for confidential documents form (RFP Attachment 6.7) 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.

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

The RFP Attachment 6.6., *Pro Forma* Contract details the State's requirements:

- 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 Respondent 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, creed, 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 # 32101-17104

- 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. Prospective Respondents must direct communications concerning this RFP to the following person designated as the Solicitation Coordinator:

Chris Romaine | Sourcing Analyst
 Tennessee Tower, 3rd Floor
 312 Rosa L. Parks Ave., Nashville, TN 37243
 615-253-5613
christopher.romaine@tn.gov

- 1.4.2.2. Notwithstanding the foregoing, Prospective Respondents may alternatively contact:

- a. staff of the Governor's Office of Diversity Business Enterprise for assistance available to minority-owned, woman-owned, Tennessee service-disabled veteran owned, and small businesses as well as general, public information relating to this RFP (visit <http://www.tn.gov/generalservices/article/godbe-general-contacts> for contact information); 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:

Richard VanNorman
 Governor's Office of Diversity Business Enterprise
 312 Rosa L. Parks Ave. 3rd Floor
 615-253-4654
 Richard.VanNorman@tn.gov

- 1.4.3. Only the State's official, written responses and communications with Respondents are binding with regard to this RFP. Oral communications between a State official and one or more Respondents are unofficial and non-binding.
- 1.4.4. Potential Respondents must ensure that the State receives all written questions and comments, including questions and requests for clarification, no later than the Written Questions & Comments Deadline detailed in the RFP Section 2, Schedule of Events.
- 1.4.5. Respondents must assume the risk of the method of dispatching any communication or response to the State. The State assumes no responsibility for delays or delivery failures resulting from the Respondent's method of dispatch. Actual or digital "postmarking" of a communication or response to the State by a specified deadline is not a substitute for the State's actual receipt of a communication or response.
- 1.4.6. The State will convey all official responses and communications related to this RFP to the prospective Respondents from whom the State has received a Notice of Intent to Respond (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. For internet posting, please refer to the following website: <http://tn.gov/generalservices/article/request-for-proposals-rfp-opportunities>.
- 1.4.8. The State reserves the right to determine, at its sole discretion, the appropriateness and adequacy of 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 the Respondent's obligation to independently verify any data or information provided by the State. The State expressly disclaims the accuracy or adequacy of any information or data that it provides to prospective Respondents.

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

Prospective Respondents with a handicap or disability may receive accommodation relating to the communication of this RFP and participating in the RFP process. Prospective Respondents may contact the Solicitation 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. **Respondent Required Review & Waiver of Objections**

- 1.6.1. Each prospective Respondent 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 prospective Respondent having questions and comments concerning this RFP must provide them in writing to the State no later than the Written Questions & Comments Deadline detailed in the RFP Section 2, Schedule of Events.
- 1.6.3. Protests based on any objection to the RFP shall be considered waived and invalid if the objection has not been brought to the attention of the State, in writing, by the Written Questions & Comments Deadline.

1.7. **Notice of Intent to Respond**

Before the Notice of Intent to Respond Deadline detailed in the RFP Section 2, Schedule of Events, prospective Respondents should submit to the Solicitation Coordinator a Notice of Intent to Respond (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 Respond creates no obligation and is not a prerequisite for submitting a response, however, it is necessary to ensure receipt of any RFP amendments or other notices and communications relating to this RFP.

1.8. **Response Deadline**

A Respondent must ensure that the State receives a response no later than the response Deadline time and date detailed in the RFP Section 2, Schedule of Events. A response must respond, as required, to this RFP (including its attachments) as may be amended. The State will not accept late responses, and a Respondent's failure to submit a response before the deadline will result in disqualification of the response. It is the responsibility of the Respondent to ascertain any additional security requirements with respect to packaging and delivery to the State of Tennessee. Respondents should be mindful of any potential delays due to security screening procedures, weather, or other filing delays whether foreseeable or unforeseeable.

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
1. RFP Issued		February 16, 2017
2. Disability Accommodation Request Deadline	2:00 p.m.	February 22, 2017
3. Notice of Intent to Respond Deadline	2:00 p.m.	February 23, 2017
4. Written "Questions & Comments" Deadline	2:00 p.m.	March 1, 2017
5. State Response to Written "Questions & Comments"		March 16, 2017
6. Response Deadline	2:00 p.m.	March 27, 2017
7. State Completion of Technical Response Evaluations		April 5, 2017
8. State Opening & Scoring of Cost Proposals	2:00 p.m.	April 6, 2017
9. State Notice of Intent to Award Released <u>and</u> RFP Files Opened for Public Inspection	2:00 p.m.	April 13, 2017
10. End of Open File Period		April 20, 2017
11. State sends contract to Contractor for signature		April 21, 2017
12. Contractor Signature Deadline	2:00 p.m.	May 1, 2017

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 prospective Respondents from whom the State has received a Notice of Intent to Respond (refer to section 1.7).

3. RESPONSE REQUIREMENTS

3.1. Response Form

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

- 3.1.1. **Technical Response.** RFP Attachment 6.2., Technical Response & Evaluation Guide provides the specific requirements for submitting a response. This 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 response 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 response, the state may deem the response to be non-responsive and reject it.

- 3.1.1.1. A Respondent must use the RFP Attachment 6.2., Technical Response & Evaluation Guide to organize, reference, and draft the Technical Response by duplicating the attachment, adding appropriate page numbers as required, and using the guide as a table of contents covering the Technical Response.
- 3.1.1.2. A response should be economically prepared, with emphasis on completeness and clarity. A response, as well as any reference material presented, must be written in English and must be written on standard 8 ½" x 11" pages (although oversized exhibits are permissible) and use a 12 point font for text. All response pages must be numbered.
- 3.1.1.3. All information and documentation included in a Technical Response should respond to or address a specific requirement detailed in the RFP Attachment 6.2., Technical Response & 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 response to be non-responsive and reject it if:
- a. the Respondent fails to organize and properly reference the Technical Response as required by this RFP and the RFP Attachment 6.2., Technical Response & Evaluation Guide; or
 - b. the Technical Response document does not appropriately respond to, address, or meet all of the requirements and response items detailed in the RFP Attachment 6.2., Technical Response & 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 Respondent fails to submit a cost proposal exactly as required, the State may deem the response to be non-responsive and reject it.

- 3.1.2.1. A Respondent 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, including any renewals or extensions.
- 3.1.2.3. A Respondent must sign and date the Cost Proposal.
- 3.1.2.4. A Respondent must submit the Cost Proposal to the State in a sealed package separate from the Technical Response (as detailed in RFP Sections 3.2.3., *et seq.*).

3.2. Response Delivery

- 3.2.1. A Respondent must ensure that both the original Technical Response and Cost Proposal documents meet all form and content requirements, including all required signatures, as detailed within this RFP.
- 3.2.2. A Respondent must submit original Technical Response and Cost Proposal documents and copies as specified below.
 - 3.2.2.1. One (1) original Technical Response paper document labeled:

“RFP # 32101-17104 TECHNICAL RESPONSE ORIGINAL”

and four (4) digital copies of the Technical Response each in the form of one (1) digital document in “PDF” format properly recorded on its own otherwise blank, standard CD-R recordable disc or USB flash drive labeled:

“RFP # 32101-17104 TECHNICAL RESPONSE COPY”

The digital copies should not include copies of sealed customer references, however any other discrepancy between the paper Technical Response 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 # 32101-17104 COST PROPOSAL ORIGINAL”

and one (1) copy in the form of a digital document in “PDF/XLS” format properly recorded on separate, blank, standard CD-R recordable disc or USB flash drive labeled:

“RFP # 32101-17104 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 Respondent must separate, seal, package, and label the documents and copies for delivery as follows:
 - 3.2.3.1. The Technical Response original document and digital copies must be placed in a sealed package that is clearly labeled:

**“DO NOT OPEN... RFP # 32101-17104 TECHNICAL RESPONSE FROM
[RESPONDENT LEGAL ENTITY NAME]”**
 - 3.2.3.2. The Cost Proposal original document and digital copy must be placed in a separate, sealed package that is clearly labeled:

“DO NOT OPEN... RFP # 32101-17104 COST PROPOSAL FROM [RESPONDENT LEGAL ENTITY NAME]”

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

“RFP # 32101-17104 SEALED TECHNICAL RESPONSE & SEALED COST PROPOSAL FROM [RESPONDENT LEGAL ENTITY NAME]”

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

Chris Romaine | Sourcing Analyst
Tennessee Tower, 3rd Floor
312 Rosa L. Parks Ave., Nashville, TN 37243
p. 615-253-5613
christopher.romaine@tn.gov

3.3. Response & Respondent Prohibitions

- 3.3.1. A response must not include alternate contract terms and conditions. If a response contains such terms and conditions, the State, at its sole discretion, may determine the response to be a non-responsive counteroffer and reject it.
- 3.3.2. A response must not restrict the rights of the State or otherwise qualify either the offer to deliver goods or provide services as required by this RFP or the Cost Proposal. If a response restricts the rights of the State or otherwise qualifies either the offer to deliver goods or provide services as required by this RFP or the Cost Proposal, the State, at its sole discretion, may determine the response to be a non-responsive counteroffer and reject it.
- 3.3.3. A response must not propose alternative goods or services (*i.e.*, offer services different from those requested and required by this RFP) unless expressly requested in this RFP. The State may consider a response of alternative goods or services to be non-responsive and reject it.
- 3.3.4. A Cost Proposal must be prepared and arrived at independently and must not involve any collusion between Respondents. The State will reject any Cost Proposal that involves collusion, consultation, communication, or agreement between Respondents. Regardless of the time of detection, the State will consider any such actions to be grounds for response rejection or contract termination.
- 3.3.5. A Respondent must not provide, for consideration in this RFP process or subsequent contract negotiations, any information that the Respondent knew or should have known was materially incorrect. If the State determines that a Respondent has provided such incorrect information, the State will deem the Response non-responsive and reject it.
- 3.3.6. A Respondent must not submit more than one Technical Response and one Cost Proposal in response to this RFP, except as expressly requested by the State in this RFP. If a Respondent submits more than one Technical Response or more than one Cost Proposal, the State will deem all of the responses non-responsive and reject them.
- 3.3.7. A Respondent must not submit a response as a prime contractor while also permitting one or more other Respondents to offer the Respondent as a subcontractor in their own responses. Such may result in the disqualification of all Respondents knowingly involved. This restriction does not, however, prohibit different Respondents from offering the same subcontractor as a part

of their responses (provided that the subcontractor does not also submit a response as a prime contractor).

3.3.8. The State shall not consider a response from an individual who is, or within the past six (6) months has been, a State employee. For purposes of this RFP:

3.3.8.1. An individual shall be deemed a State employee until such time as all compensation for salary, termination pay, and annual leave has been paid;

3.3.8.2. A contract with or a response from a company, corporation, or any other contracting entity in which a controlling interest is held by any State employee shall be considered to be a contract with or proposal from the employee; and

3.3.8.3. A contract with or a response from a company, corporation, or any other contracting entity that employs an individual who is, or within the past six (6) months has been, a State employee shall not be considered a contract with or a proposal from the employee and shall not constitute a prohibited conflict of interest.

3.4. **Response Errors & Revisions**

A Respondent is responsible for any and all response errors or omissions. A Respondent will not be allowed to alter or revise response documents after the Response 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. **Response Withdrawal**

A Respondent may withdraw a submitted response at any time before the Response Deadline time and date detailed in the RFP Section 2, Schedule of Events by submitting a written request signed by an authorized Respondent representative. After withdrawing a response, a Respondent may submit another response at any time before the Response Deadline. After the Response Deadline, a Respondent may only withdraw all or a portion of a response where the enforcement of the response would impose an unconscionable hardship on the Respondent.

3.6. **Additional Services**

If a response offers goods or 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 Respondent must not propose any additional cost amounts or rates for additional goods or services. Regardless of any additional services offered in a response, the Respondent'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 Respondent fails to submit a Cost Proposal exactly as required, the State may deem the response non-responsive and reject it.

3.7. **Response Preparation Costs**

The State will not pay any costs associated with the preparation, submittal, or presentation of any response.

4. GENERAL CONTRACTING INFORMATION & REQUIREMENTS

4.1. RFP Amendment

The State at its sole discretion may amend this RFP, in writing, at any time prior to contract award. However, prior to any such amendment, the State will consider whether it would negatively impact the ability of potential Respondents to meet the response deadline and revise the RFP Schedule of Events if deemed appropriate. If an RFP amendment is issued, the State will convey it to potential Respondents who submitted a Notice of Intent to Respond (refer to RFP Section 1.7). A response must address the final RFP (including its attachments) as amended.

4.2. RFP Cancellation

The State reserves the right, at its sole discretion, to cancel the RFP 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 responses.

4.3.2. The State may deem as non-responsive and reject any response 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, minor variances from full compliance with this RFP. If the State waives variances in a response, such waiver shall not modify the RFP requirements or excuse the Respondent from full compliance, 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 Respondent intends to use subcontractors, the 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 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. After contract award, a Contractor may only substitute an approved 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 Respondent who is awarded a contract pursuant to this RFP will be the prime contractor and will be responsible for all work under the Contract.

4.5. Right to Refuse Personnel or Subcontractors

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 goods or services 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**

From time-to-time, the State may require the awarded Contractor to provide a Certificate of Insurance issued by an insurance company licensed or authorized to provide insurance in the State of Tennessee. Each Certificate of Insurance shall indicate current insurance coverages meeting minimum requirements as may be specified by this RFP. A failure to provide a current, Certificate of Insurance will be considered a material breach and grounds for contract termination.

4.7. **Professional Licensure and Department of Revenue Registration**

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

4.8. **Disclosure of Response Contents**

- 4.8.1. All materials submitted to the State in response to this RFP shall become the property of the State of Tennessee. Selection or rejection of a response does not affect this right. By submitting a response, a Respondent acknowledges and accepts that the full response 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 response information, including both technical and cost information, in confidence during the evaluation process. Notwithstanding the foregoing, a list of actual Respondents submitting timely responses may be available to the public, upon request, after technical responses are opened.
- 4.8.3. Upon completion of response evaluations, indicated by public release of a Notice of Intent to Award, the responses 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. After contract award, the Contractor who is awarded the contract must submit appropriate documentation with the Department of Finance and Administration, Division of Accounts.
- 4.9.2. 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 Respondent with the apparent best-evaluated response or any other Respondent. 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.

- 4.9.3. 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.
- 4.9.3.1. 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 goods delivered or services rendered by the Contractor, even goods delivered or services rendered in good faith and even if the Contractor is orally directed to proceed with the delivery of goods or the rendering of services, if it occurs before the Contract start date or after the Contract end date.
- 4.9.3.2. 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).
- 4.9.3.3. If any provision of the Contract provides direct funding or reimbursement for the competitive purchase of goods or services 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 amounts that it determines do not represent reasonable, necessary, and actual costs.

4.10. **Contractor Performance**

The Contractor who is awarded a contract will be responsible for the delivery of all acceptable goods or the satisfactory completion of all services set out in this RFP (including attachments) as may be amended. All goods or services are subject to inspection and evaluation by the State. The State will employ all reasonable means to ensure that goods delivered or services rendered are in compliance with the Contract, and the Contractor must cooperate with such efforts.

4.11. **Contract Amendment**

After contract award, the State may request the Contractor to deliver additional goods or perform additional services 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 goods or services. The Contractor must respond to the State with a time schedule for delivering the additional goods or accomplishing the additional services based on the compensable units included in the Contractor's response to this RFP. If the State and the Contractor reach an agreement regarding the goods or services and associated compensation, such agreement must be effected by means of a contract amendment. Further, any such amendment requiring additional goods or services 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, rules, policies and procedures of the State of Tennessee. The Contractor must not provide additional goods or render additional services 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 Respondents will be construed and enforced as if the RFP did not contain the particular provision held to be invalid.

4.13. **Next Ranked Respondent**

The State reserves the right to initiate negotiations with the next ranked Respondent should the State cease doing business with any Respondent selected via this RFP process.

5. EVALUATION & CONTRACT AWARD

5.1. Evaluation Categories & Maximum Points

The State will consider qualifications, experience, technical approach, and cost in the evaluation of responses and award points in each of the categories detailed below (up to the maximum evaluation points indicated) to each response deemed by the State to be responsive.

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 evaluation process is designed to award the contract resulting from this RFP not necessarily to the Respondent offering the lowest cost, but rather to the Respondent deemed by the State to be responsive and responsible who offers the best combination of attributes based upon the evaluation criteria. ("Responsive Respondent" is defined as a Respondent that has submitted a response that conforms in all material respects to the RFP. "Responsible Respondent" is defined as a Respondent 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 Response Evaluation.** The Solicitation Coordinator and the Proposal Evaluation Team (consisting of three (3) or more State employees) will use the RFP Attachment 6.2., Technical Response & Evaluation Guide to manage the Technical Response Evaluation and maintain evaluation records.

5.2.1.1. The State reserves the right, at its sole discretion, to request Respondent clarification of a Technical Response or to conduct clarification discussions with any or all Respondents. Any such clarification or discussion will be limited to specific sections of the response identified by the State. The subject Respondent 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 Solicitation Coordinator will review each Technical Response to determine compliance with RFP Attachment 6.2., Technical Response & Evaluation Guide, Section A— Mandatory Requirements. If the Solicitation Coordinator determines that a response failed to meet one or more of the mandatory requirements, the Proposal Evaluation Team will review the response and document the team's determination of whether:

- a. the response adequately meets RFP 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 response to be non-responsive to the RFP and reject it.

5.2.1.3. Proposal Evaluation Team members will independently evaluate each Technical Response (that is responsive to the RFP) against the evaluation criteria in this RFP,

and will score each in accordance with the RFP Attachment 6.2., Technical Response & Evaluation Guide.

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

5.3. **Contract Award Process**

- 5.3.1 The Solicitation Coordinator will submit the Proposal Evaluation Team determinations and scores to the head of the procuring agency for consideration along with any other relevant information that might be available and pertinent to contract award.
- 5.3.2. The procuring agency head will determine the apparent best-evaluated Response. To effect a contract award to a Respondent other than the one receiving the highest evaluation process score, the head of the procuring agency must provide written justification and obtain the written approval of the Chief Procurement Officer and the Comptroller of the Treasury.
- 5.3.3. The State will issue a Notice of Intent to Award identifying the apparent best-evaluated response and make the RFP files available for public inspection at the time and date specified in the RFP Section 2, Schedule of Events.

NOTICE: The Notice of Intent to Award shall not create rights, interests, or claims of entitlement in either the apparent best-evaluated Respondent or any other Respondent.

- 5.3.4. The Respondent identified as offering the apparent best-evaluated response 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 Respondent must sign the contract by the Contractor Signature Deadline detailed in the RFP Section 2, Schedule of Events. If the Respondent fails to provide the signed contract by this deadline, the State may determine that the Respondent is non-responsive to this RFP and reject the response.
- 5.3.5. 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 response evaluations or negatively impact the competitive nature of the RFP and contractor selection process.

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

RFP # 32101-17104 STATEMENT OF CERTIFICATIONS AND ASSURANCES

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

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

1. The Respondent will comply with all of the provisions and requirements of the RFP.
2. The Respondent 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 Respondent, except as otherwise provided in this RFP, accepts and agrees to all terms and conditions set out in the RFP Attachment 6.6., *Pro Forma Contract*.
4. The Respondent 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 Respondent 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 response submitted to this RFP is accurate.
7. The response submitted to this 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 Respondent in connection with this RFP or any resulting contract.
9. Both the Technical Response and the Cost Proposal submitted in response to this 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.
10. The Respondent affirms the following statement, as required by the Iran Divestment Act Tenn. Code Ann. § 12-12-111: "By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint response each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each Respondent is not on the list created pursuant to §12-12-106." For reference purposes, the list is currently available online at: <http://www.tn.gov/generalservices/article/Public-Information-library>.

By signing this 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 Respondent (if an individual) or the Respondent's company *President* or *Chief Executive Officer*, this document must attach evidence showing the individual's authority to bind the Respondent.

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

SIGNATURE:

PRINTED NAME & TITLE:

DATE:

**RESPONDENT LEGAL ENTITY
NAME:**

RFP ATTACHMENT 6.2. — Section A

TECHNICAL RESPONSE & EVALUATION GUIDE

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

The Solicitation Coordinator will review the response 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 response and attach a written determination. In addition to the Mandatory Requirement Items, the Solicitation Coordinator will review each response for compliance with all RFP requirements.

RESPONDENT LEGAL ENTITY NAME:			
Response Page # (Respondent completes)	Item Ref.	Section A— Mandatory Requirement Items	Pass/Fail
		The Response must be delivered to the State no later than the Response Deadline specified in the RFP Section 2, Schedule of Events.	
		The Technical Response and the Cost Proposal documentation must be packaged separately as required (refer to RFP Section 3.2., <i>et. seq.</i>).	
		The Technical Response must NOT contain cost or pricing information of any type.	
		The Technical Response must NOT contain any restrictions of the rights of the State or other qualification of the response.	
		A Respondent must NOT submit alternate responses (refer to RFP Section 3.3.).	
		A Respondent must NOT submit multiple responses in different forms (as a prime and a sub-contractor) (refer to RFP Section 3.3.).	
	A.1.	Provide the Statement of Certifications and Assurances (RFP Attachment 6.1.) completed and signed by an individual empowered to bind the Respondent 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 Respondent or any individual who shall cause to deliver goods or perform services 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 Respondent'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.	
	A.4.	Provide two current positive credit references from vendors with which the Respondent has done business written in the form of standard business letters, signed, and dated within the past three (3) months.	
	A.5.	Provide an official document or letter from an accredited credit bureau, verified and dated within the last three (3) months and indicating a satisfactory credit rating for the Respondent (NOTE: A credit bureau report	

RESPONDENT LEGAL ENTITY NAME:			
Response Page # (Respondent completes)	Item Ref.	Section A— Mandatory Requirement Items	Pass/Fail
		number without the full report is insufficient and will <u>not</u> be considered responsive.)	
	A.6.	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.7.	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	
<i>State Use – Solicitation Coordinator Signature, Printed Name & Date:</i>			

RFP ATTACHMENT 6.2. — SECTION B

TECHNICAL RESPONSE & EVALUATION GUIDE

SECTION B: GENERAL QUALIFICATIONS & EXPERIENCE. The Respondent must address all items detailed below and provide, in sequence, the information and documentation as required (referenced with the associated item references). The Respondent must also detail the response 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.

RESPONDENT LEGAL ENTITY NAME:		
Response Page # (Respondent 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 response.
	B.2.	Describe the Respondent'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 Respondent has been in business.
	B.4.	Briefly describe how long the Respondent has been providing the goods or services required by this RFP.
	B.5.	Describe the Respondent's number of employees, client base, and location of offices.
	B.6.	Provide a statement of whether there have been any mergers, acquisitions, or change of control of the Respondent within the last ten (10) years. If so, include an explanation providing relevant details.
	B.7.	Provide a statement of whether the Respondent or, to the Respondent's knowledge, any of the Respondent's employees, agents, independent contractors, or subcontractors, involved in the delivery of goods or performance of services 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 Respondent 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 Respondent that the Respondent 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 Respondent'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 Respondent's performance in a contract pursuant to this RFP. NOTE: All persons, agencies, firms, or other entities that provide legal opinions regarding the Respondent must be properly licensed to render such opinions. The State may require the Respondent to submit proof of license for each person or entity that renders such opinions.
	B.10.	Provide a statement of whether there are any pending or in progress Securities Exchange Commission investigations involving the Respondent. 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 Respondent's performance in a contract pursuant to this RFP. NOTE: All persons, agencies, firms, or other entities that provide legal opinions regarding the Respondent must be properly licensed to render such opinions. The State may require the

RFP ATTACHMENT 6.2. — SECTION B (continued)

RESPONDENT LEGAL ENTITY NAME:		
Response Page # (Respondent completes)	Item Ref.	Section B— General Qualifications & Experience Items
		Respondent to submit proof of license for each person or entity that renders such opinions.
	B.11.	Provide a brief, descriptive statement detailing evidence of the Respondent's ability to deliver the goods or services sought under this RFP (e.g., prior experience, training, certifications, resources, program and quality management systems, etc.).
	B.12.	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 deliver the goods or services required by this RFP.
	B.13.	Provide a personnel roster listing the names of key people who the Respondent will assign to meet the Respondent's requirements under 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 Respondent, and employment history.
	B.14.	Provide a statement of whether the Respondent intends to use subcontractors to meet the Respondent's requirements of any contract awarded pursuant to this RFP, and if so, detail: <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 goods each subcontractor involved in the delivery of goods or performance of the services 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 Respondent's response to this RFP.
	B.15.	Provide documentation of the Respondent's commitment to diversity as represented by the following: <ul style="list-style-type: none"> (a) <u>Business Strategy</u>. Provide a description of the Respondent's existing programs and procedures designed to encourage and foster commerce with business enterprises owned by minorities, women, Tennessee service-disabled veterans, and small business enterprises. Please also include a list of the Respondent's certifications as a diversity business, if applicable. (b) <u>Business Relationships</u>. Provide a listing of the Respondent's current contracts with business enterprises owned by minorities, women, Tennessee service-disabled veterans and small business enterprises. Please include the following information: <ul style="list-style-type: none"> (i) contract description; (ii) contractor name and ownership characteristics (i.e., ethnicity, gender, Tennessee service-disabled); (iii) contractor contact name and telephone number. (c) <u>Estimated Participation</u>. Provide an estimated level of participation by business enterprises owned by minorities, women, Tennessee service-disabled veterans, and small business enterprises if a contract is awarded to the Respondent pursuant to this RFP. Please include the following information: <ul style="list-style-type: none"> (i) a percentage (%) indicating the participation estimate. (Express the estimated participation number as a percentage of the total estimated contract value that will be dedicated to business with subcontractors and supply contractors having such ownership characteristics only and DO NOT INCLUDE DOLLAR AMOUNTS); (ii) anticipated goods or services contract descriptions; (iii) names and ownership characteristics (i.e., ethnicity, gender, Tennessee service-disabled veterans) of anticipated subcontractors and supply contractors. <p>NOTE: In order to claim status as a Diversity Business Enterprise under this contract,</p>

RFP ATTACHMENT 6.2. — SECTION B (continued)

RESPONDENT LEGAL ENTITY NAME:		
Response Page # (Respondent completes)	Item Ref.	Section B— General Qualifications & Experience Items
		<p>businesses must be certified by the Governor's Office of Diversity Business Enterprise (Go-DBE). Please visit the Go-DBE website at https://tn.diversitysoftware.com/FrontEnd/StartCertification.asp?TN=tn&XID=9810 for more information.</p> <p>(d) <u>Workforce</u>. Provide the percentage of the Respondent's total current employees by ethnicity and gender.</p> <p>NOTE: Respondents that demonstrate a commitment to diversity will advance State efforts to expand opportunity to do business with the State as contractors and subcontractors. Response evaluations will recognize the positive qualifications and experience of a Respondent that does business with enterprises owned by minorities, women, Tennessee service-disabled veterans and small business enterprises and who offer a diverse workforce.</p>
	B.16.	<p>Provide a statement of whether or not the Respondent has any current contracts with the State of Tennessee or has completed any contracts with the State of Tennessee within the previous five (5) year period. If so, provide the following information for all of the current and completed contracts:</p> <p>(a) the name, title, telephone number and e-mail address of the State contact knowledgeable about the contract;</p> <p>(b) the procuring State agency name;</p> <p>(c) a brief description of the contract's scope of services;</p> <p>(d) the contract period; and</p> <p>(e) the contract number.</p> <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 customer references from individuals who are <u>not</u> current or former State employees for projects similar to the goods or services sought under this RFP and which represent:</p> <ul style="list-style-type: none"> ▪ one (1) state government utilizing the Proposer for Archibus installation and/or support; ▪ one (1) accounts Respondent currently services that are similar in size to the State; <u>and</u> ▪ three (3) completed projects. <p>References from at least three (3) different individuals are required to satisfy the requirements above, e.g., an individual may provide a reference about a completed project and another reference about a currently serviced account. The standard reference questionnaire, which <u>must</u> be used and completed, is provided at RFP Attachment 6.4. References that are not completed as required may be deemed non-responsive and may not be considered.</p> <p>The Respondent will be <u>solely</u> responsible for obtaining fully completed reference questionnaires and including them in the sealed Technical Response. In order to obtain and submit the completed reference questionnaires follow the process below.</p> <p>(a) Add the Respondent's name to the standard reference questionnaire at RFP Attachment 6.4. and make a copy for each reference.</p> <p>(b) Send a reference questionnaire and new, standard #10 envelope to each reference.</p> <p>(c) Instruct the reference to:</p> <ol style="list-style-type: none"> (i) complete the reference questionnaire; (ii) sign and 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 directly to the Respondent (the Respondent may wish to give

RFP ATTACHMENT 6.2. — SECTION B (continued)

RESPONDENT LEGAL ENTITY NAME:		
Response Page # (Respondent completes)	Item Ref.	Section B— General Qualifications & Experience Items
		<p>each reference a deadline, such that the Respondent will be able to collect all required references in time to include them within the sealed Technical Response).</p> <p>(d) <u>Do NOT open the sealed references upon receipt.</u></p> <p>(e) Enclose all <u>sealed</u> reference envelopes within a larger, labeled envelope for inclusion in the Technical Response as required.</p> <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 Response 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 statement and any relevant details addressing whether the Respondent is any of the following:</p> <ul style="list-style-type: none"> (a) is presently debarred, suspended, proposed for debarment, or voluntarily excluded from covered transactions by any federal or state department or agency; (b) has within the past three (3) years, been convicted of, or had a civil judgment rendered against the contracting party from commission of fraud, or a criminal offence 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) is presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed above; and (d) has within a three (3) year period preceding the contract had one or more public transactions (federal, state, or local) terminated for cause or default.
	B.19.	<p>Provide a narrative of Proposer's experience providing ARCHIBUS installation and support services to state government clients. Include a description of the:</p> <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.
		<p>SCORE (for <u>all</u> Section B—Qualifications & Experience Items above): (maximum possible score = 20)</p>
State Use – Evaluator Identification:		

RFP ATTACHMENT 6.2. — SECTION C

TECHNICAL RESPONSE & EVALUATION GUIDE

SECTION C: TECHNICAL QUALIFICATIONS, EXPERIENCE & APPROACH. The Respondent must address all items (below) and provide, in sequence, the information and documentation as required (referenced with the associated item references). The Respondent must also detail the response 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 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 Solicitation 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.

RESPONDENT LEGAL ENTITY NAME:					
Response Page # (Respondent 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 Respondent's understanding of the State's requirements and project schedule.		6	
	C.2.	Provide a narrative that illustrates how the Respondent 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 Respondent 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 pro forma contract Section A.2.		4	
	C.5.	Provide a narrative that illustrates the Proposer's understanding of the State's requirements related to the 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 Data Exchange. Refer to pro forma contract Section A.3. <ul style="list-style-type: none"> • Include a description of the technical environment in which the applications operated, the version of ARCHIBUS, and the date and the outcome of the effort. • Include a description of the PeopleSoft modules in which the data exchange was utilized • Include a description of other enterprise software (non PeopleSoft) in which data exchange was utilized 		5	
	C.6.	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		2	

RFP ATTACHMENT 6.2. — SECTION C (continued)

RESPONDENT LEGAL ENTITY NAME:					
Response Page # (Respondent completes)	Item Ref.	Section C— Technical Qualifications, Experience & Approach Items	Item Score	Evaluation Factor	Raw Weighted Score
		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 pro forma contract Section A.5.			
	C.7.	<p>Provide a narrative that illustrates the Proposer's understanding of the State's requirements related to ARCHIBUS Technical Support. Refer to pro forma contract Section A.6.</p> <ul style="list-style-type: none"> • 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. • Indicate how the technical support function is staffed, and the experience level of the technical support staff. Include a statement that indicates the Proposer's ability to fulfill the State's requirements related to ARCHIBUS Technical Support. 		5	
	C.8.	<p>Provide a narrative that illustrates the Proposer's understanding of the State's requirements related to ARCHIBUS Solution Performance. Refer to pro forma contract Section A.7.</p> <ul style="list-style-type: none"> • 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. • 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. • Include a statement that indicates the Proposer's ability to fulfill the State's requirements related to ARCHIBUS Solution Performance. 		4	
	C.9.	<p>Provide a narrative that illustrates the Proposer's understanding of the State's requirements related to ARCHIBUS training services. Refer to pro forma contract Section A.8.</p> <ul style="list-style-type: none"> • 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. • 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. • Include a statement that indicates the Proposer's ability to fulfill the State's requirements related to ARCHIBUS 		5	

RFP ATTACHMENT 6.2. — SECTION C (continued)

RESPONDENT LEGAL ENTITY NAME:					
Response Page # (Respondent completes)	Item Ref.	Section C— Technical Qualifications, Experience & Approach Items	Item Score	Evaluation Factor	Raw Weighted Score
		training services.			
	C.10.	<p>Provide a narrative that illustrates the Proposer's understanding of the State's requirements related to ARCHIBUS documentation preparation. Refer to pro forma contract Section A.8.</p> <ul style="list-style-type: none"> • 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. • Include a description of the types of documentation produced by the Proposer and the approach used by the Proposer for maintaining the documentation. • Include a statement that indicates the Proposer's ability to fulfill the State's requirements related to ARCHIBUS documentation preparation services. 		5	
	C.11.	<p>Provide a narrative that illustrates the Proposer's understanding of the State's requirements related to Programming, Configuration and Customization Services. Refer to pro forma contract Section A.9.</p> <ul style="list-style-type: none"> • 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. • 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. • Include a statement that indicates the Proposer's ability to fulfill the State's requirements related to Programming, Configuration and Customization Services. 		6	
	C.12.	<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 pro forma contract Section A.9.</p> <ul style="list-style-type: none"> • 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. • 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. 		6	

RFP ATTACHMENT 6.2. — SECTION C (continued)

RESPONDENT LEGAL ENTITY NAME:					
Response Page # (Respondent completes)	Item Ref.	Section C— Technical Qualifications, Experience & Approach Items	Item Score	Evaluation Factor	Raw Weighted Score
		<ul style="list-style-type: none"> 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. 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. 			
	C.13.	<p>Provide a narrative that illustrates the Proposer's understanding of the State's requirements related to Problem Reporting and Response. Refer to pro forma contract Section A.10.</p> <ul style="list-style-type: none"> 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. Include a description of the Proposer's current problem management capabilities. Include a statement that indicates the Proposer's ability to fulfill the State's requirements related to Problem Reporting and Response. 		5	
	C.14.	<p>Provide a narrative that illustrates the Proposer's understanding of the State's requirements related to Computer-aided Design (CAD) Services. Refer to pro forma contract Section A.11.</p> <ul style="list-style-type: none"> 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. 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. Include a statement that indicates the Proposer's ability to fulfill the State's requirements related to CAD-related Services. 		6	
	C.15.	<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 pro forma contract Section A.12.</p> <ul style="list-style-type: none"> 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. Indicate the time period in which a Statement of Work 		3	

RFP ATTACHMENT 6.2. — SECTION C (continued)

RESPONDENT LEGAL ENTITY NAME:					
Response Page # (Respondent completes)	Item Ref.	Section C— Technical Qualifications, Experience & Approach Items	Item Score	Evaluation Factor	Raw Weighted Score
		process was utilized by these clients. <ul style="list-style-type: none"> • Include a statement that indicates the Proposer's ability to fulfill the State's requirements related to the ARCHIBUS Statement of Work Process. 			
	C.16.	Provide a narrative that illustrates the skills and experience of the Proposer's implementation and support team. Refer to pro forma contract Section A.13 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. <ul style="list-style-type: none"> • Technical Support • Project Manager • System Engineer • System Programmer • Senior CAD Technician • CAD Technician • Support Role • Training • Estimating 		16	
<i>The Solicitation 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.</i>			Total Raw Weighted Score: <i>(sum of Raw Weighted Scores above)</i>		
$\frac{\text{Total Raw Weighted Score}}{\text{Maximum Possible Raw Weighted Score}}$ <i>(i.e., 5 x the sum of item weights above)</i>			$\times 50$ <i>(maximum possible score)</i>		= SCORE:
<i>State Use – Evaluator Identification:</i>					
<i>State Use – Solicitation Coordinator Signature, Printed Name & Date:</i>					

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 goods or services defined in the Scope of Services of the RFP Attachment 6.6., *Pro Forma* Contract and for the entire contract period. The Cost Proposal shall remain valid for at least one hundred twenty (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.

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 Respondent.

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 Respondent 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 Respondent.

RESPONDENT SIGNATURE:	
PRINTED NAME & TITLE:	
DATE:	

ARCHIBUS Enterprise Software Licensing								
As described in RFP Attachment 6.6., Pro Forma 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., Pro Forma Contract, Section A.6.								
Cost Item Description	Proposed Cost					State Use Only		
	April 2, 2017 - April 1, 2018	April 2, 2018 - April 1, 2019	April 2, 2019 - April 1, 2020	April 2, 2020 - April 1, 2021	April 2, 2021 - April 1, 2022	Sum	Evaluation Factor	Evaluation Cost (cost 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 WEBC-REPMB-E	\$0 / LICENSE	\$0 / LICENSE	\$0 / LICENSE	\$0 / LICENSE	\$0 / LICENSE	0	1	0
Commissioning WEBC-COMMIS-E	\$0 / LICENSE	\$0 / LICENSE	\$0 / LICENSE	\$0 / LICENSE	\$0 / LICENSE	0	1	0
Strategic Financial Analysis WEBC-SFA-E	\$0 / LICENSE	\$0 / LICENSE	\$0 / LICENSE	\$0 / LICENSE	\$0 / LICENSE	0	1	0
Advanced Portfolio Forecasting WEBC-REPFA-E	\$0 / LICENSE	\$0 / LICENSE	\$0 / LICENSE	\$0 / LICENSE	\$0 / LICENSE	0	1	0

ARCHIBUS Enterprise Software Licensing								
As described in RFP Attachment 6.6., Pro Forma 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., Pro Forma Contract, Section A.6.								
Cost Item Description	Proposed Cost					State Use Only		
	April 2, 2017 - April 1, 2018	April 2, 2018 - April 1, 2019	April 2, 2019 - April 1, 2020	April 2, 2020 - April 1, 2021	April 2, 2021 - April 1, 2022	Sum	Evaluation Factor	Evaluation Cost (cost x factor)
Real Property & Lease Management – Windows RPLM-E	\$0 / LICENSE	\$0 / LICENSE	\$0 / LICENSE	\$0 / LICENSE	\$0 / LICENSE	0	1	0
Capital Project Management								
Bundled Package Capital Budgeting + Project Management Including: Capital Budgeting + Project Management WEBC-CBPM-E	\$0 / LICENSE	\$0 / LICENSE	\$0 / LICENSE	\$0 / LICENSE	\$0 / LICENSE	0	1	0
Space Planning and Management								

ARCHIBUS Enterprise Software Licensing								
As described in RFP Attachment 6.6., Pro Forma 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., Pro Forma Contract, Section A.6.								
Cost Item Description	Proposed Cost					State Use Only		
	April 2, 2017 - April 1, 2018	April 2, 2018 - April 1, 2019	April 2, 2019 - April 1, 2020	April 2, 2020 - April 1, 2021	April 2, 2021 - April 1, 2022	Sum	Evaluation Factor	Evaluation Cost (cost x factor)
Bundled Package Space Management including: Space Inventory & Performance, Personnel & Occupancy, and Space Chargeback WEBC-3SMB-E	\$0 / LICENSE	\$0 / LICENSE	\$0 / LICENSE	\$0 / LICENSE	\$0 / LICENSE	0	1	0
Space Management – Windows SM-E	\$0 / LICENSE	\$0 / LICENSE	\$0 / LICENSE	\$0 / LICENSE	\$0 / LICENSE	0	1	0
Strategic Space Planning WEBC-SSP-E	\$0 / LICENSE	\$0 / LICENSE	\$0 / LICENSE	\$0 / LICENSE	\$0 / LICENSE	0	1	0
Move Management								
Enterprise Move Management WEBC-MM-E	\$0 / LICENSE	\$0 / LICENSE	\$0 / LICENSE	\$0 / LICENSE	\$0 / LICENSE	0	1	0
Asset Management								
Asset Portal WEBC-AP-E	\$0 / LICENSE	\$0 / LICENSE	\$0 / LICENSE	\$0 / LICENSE	\$0 / LICENSE	0	1	0

ARCHIBUS Enterprise Software Licensing								
As described in RFP Attachment 6.6., Pro Forma 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., Pro Forma Contract, Section A.6.								
Cost Item Description	Proposed Cost					State Use Only		
	April 2, 2017 - April 1, 2018	April 2, 2018 - April 1, 2019	April 2, 2019 - April 1, 2020	April 2, 2020 - April 1, 2021	April 2, 2021 - April 1, 2022	Sum	Evaluation Factor	Evaluation Cost (cost x factor)
Asset Management (with Asset Portal Functionality) WEBC-AMB-E	\$0 / LICENSE	\$0 / LICENSE	\$0 / LICENSE	\$0 / LICENSE	\$0 / LICENSE	0	1	0
Enterprise Asset Management with Asset Management (Asset Portal Functionality) WEBC-EAM-E	\$0 / LICENSE	\$0 / LICENSE	\$0 / LICENSE	\$0 / LICENSE	\$0 / LICENSE	0	1	0
Telecommunications Asset Management WEBC-TCAM-E	\$0 / LICENSE	\$0 / LICENSE	\$0 / LICENSE	\$0 / LICENSE	\$0 / LICENSE	0	1	0
Telecommunications & Cable Management – Windows TCM-E	\$0 / LICENSE	\$0 / LICENSE	\$0 / LICENSE	\$0 / LICENSE	\$0 / LICENSE	0	1	0
Furniture & Equipment Management FEM-E	\$0 / LICENSE	\$0 / LICENSE	\$0 / LICENSE	\$0 / LICENSE	\$0 / LICENSE	0	1	0
Environmental and Risk Management								

ARCHIBUS Enterprise Software Licensing								
As described in RFP Attachment 6.6., Pro Forma 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., Pro Forma Contract, Section A.6.								
Cost Item Description	Proposed Cost					State Use Only		
	April 2, 2017 - April 1, 2018	April 2, 2018 - April 1, 2019	April 2, 2019 - April 1, 2020	April 2, 2020 - April 1, 2021	April 2, 2021 - April 1, 2022	Sum	Evaluation Factor	Evaluation Cost (cost x factor)
Environmental Health & Safety for up to 250 concurrent users WEBC-EHS250-E	\$0 / LICENSE	\$0 / LICENSE	\$0 / LICENSE	\$0 / LICENSE	\$0 / LICENSE	0	1	0
Environmental & Risk Management 3 Application Bundle for up to 250 Concurrent Users (choose 3 from 9) WEBC-3ERM250-E	\$0 / LICENSE	\$0 / LICENSE	\$0 / LICENSE	\$0 / LICENSE	\$0 / LICENSE	0	1	0
Environmental & Risk Management 6 Application Bundle for up to 250 Concurrent Users (choose 6 from 9) WEBC-6ERM250-E	\$0 / LICENSE	\$0 / LICENSE	\$0 / LICENSE	\$0 / LICENSE	\$0 / LICENSE	0	1	0
Environmental & Risk Management 6 Application Bundle for up to 250 Concurrent Users WEBC-9ERM250-E	\$0 / LICENSE	\$0 / LICENSE	\$0 / LICENSE	\$0 / LICENSE	\$0 / LICENSE	0	1	0
Clean Building for up to 250 Concurrent Users WEBC-CLNB250-E	\$0 / LICENSE	\$0 / LICENSE	\$0 / LICENSE	\$0 / LICENSE	\$0 / LICENSE	0	1	0

ARCHIBUS Enterprise Software Licensing								
As described in RFP Attachment 6.6., Pro Forma 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., Pro Forma Contract, Section A.6.								
Cost Item Description	Proposed Cost					State Use Only		
	April 2, 2017 - April 1, 2018	April 2, 2018 - April 1, 2019	April 2, 2019 - April 1, 2020	April 2, 2020 - April 1, 2021	April 2, 2021 - April 1, 2022	Sum	Evaluation Factor	Evaluation Cost (cost x factor)
Hazardous Materials (formerly MSDS) for up to 250 Concurrent Users WEBC-HM250-E	\$0 / LICENSE	\$0 / LICENSE	\$0 / LICENSE	\$0 / LICENSE	\$0 / LICENSE	0	1	0
Waste Management for up to 250 Concurrent Users WEBC-WM250-E	\$0 / LICENSE	\$0 / LICENSE	\$0 / LICENSE	\$0 / LICENSE	\$0 / LICENSE	0	1	0
Energy Management WEBC-EM250-E	\$0 / LICENSE	\$0 / LICENSE	\$0 / LICENSE	\$0 / LICENSE	\$0 / LICENSE	0	1	0
Emergency Preparedness for up to 250 Concurrent users WEBC-EP250-E	\$0 / LICENSE	\$0 / LICENSE	\$0 / LICENSE	\$0 / LICENSE	\$0 / LICENSE	0	1	0
Compliance Management for up to 250 Concurrent Users WEBC-COMPMGMT250-E	\$0 / LICENSE	\$0 / LICENSE	\$0 / LICENSE	\$0 / LICENSE	\$0 / LICENSE	0	1	0
Environmental Sustainability Assessment for up to 250 Concurrent Users WEBC-ESA250-E	\$0 / LICENSE	\$0 / LICENSE	\$0 / LICENSE	\$0 / LICENSE	\$0 / LICENSE	0	1	0

ARCHIBUS Enterprise Software Licensing								
As described in RFP Attachment 6.6., Pro Forma 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., Pro Forma Contract, Section A.6.								
Cost Item Description	Proposed Cost					State Use Only		
	April 2, 2017 - April 1, 2018	April 2, 2018 - April 1, 2019	April 2, 2019 - April 1, 2020	April 2, 2020 - April 1, 2021	April 2, 2021 - April 1, 2022	Sum	Evaluation Factor	Evaluation Cost (cost x factor)
Green Building for up to 250 Concurrent Users WEBC-GB250-E	\$0 / LICENSE	\$0 / LICENSE	\$0 / LICENSE	\$0 / LICENSE	\$0 / LICENSE	0	1	0
Building Operations								
Bundled Package On Demand Work + Preventive Maintenance + Service Desk WEBC-3MNT-E	\$0 / LICENSE	\$0 / LICENSE	\$0 / LICENSE	\$0 / LICENSE	\$0 / LICENSE	0	1	0
Condition Assessment WEBC-CA-E	\$0 / LICENSE	\$0 / LICENSE	\$0 / LICENSE	\$0 / LICENSE	\$0 / LICENSE	0	1	0
Workplace Services								
Bundled Package - Reservations + Hoteling Includes: Reservations and Hoteling WEBC-2WSB-E	\$0 / LICENSE	\$0 / LICENSE	\$0 / LICENSE	\$0 / LICENSE	\$0 / LICENSE	0	1	0
Reservations WEBC-RR-E	\$ / LICENSE	\$ / LICENSE	\$ / LICENSE	\$ / LICENSE	\$ / LICENSE	0	1	0

ARCHIBUS Enterprise Software Licensing								
As described in RFP Attachment 6.6., Pro Forma 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., Pro Forma Contract, Section A.6.								
Cost Item Description	Proposed Cost					State Use Only		
	April 2, 2017 - April 1, 2018	April 2, 2018 - April 1, 2019	April 2, 2019 - April 1, 2020	April 2, 2020 - April 1, 2021	April 2, 2021 - April 1, 2022	Sum	Evaluation Factor	Evaluation Cost (cost x factor)
Reservations Plugin for Microsoft Outlook WEBC-RRROPLIN-E	\$ / LICENSE	\$ / LICENSE	\$ / LICENSE	\$ / LICENSE	\$ / LICENSE	0	1	0
Reservations Extension for Microsoft Exchange RREMSX-E	\$ / LICENSE	\$ / LICENSE	\$ / LICENSE	\$ / LICENSE	\$ / LICENSE	0	1	0
Service Desk WEBC-SD-E	\$ / LICENSE	\$ / LICENSE	\$ / LICENSE	\$ / LICENSE	\$ / LICENSE	0	1	0
Hoteling WEBC-HOTL-E	\$ / LICENSE	\$ / LICENSE	\$ / LICENSE	\$ / LICENSE	\$ / LICENSE	0	1	0
Fleet Management – Web Central (an Archibus Solutions Center product)	\$ / LICENSE	\$ / LICENSE	\$ / LICENSE	\$ / LICENSE	\$ / LICENSE	0	1	0
Technology Extensions/Plug-Ins								
Smart Client Extension for Auto CAD WEBC-SDEAC-E	\$0 / LICENSE	\$0 / LICENSE	\$0 / LICENSE	\$0 / LICENSE	\$0 / LICENSE	0	1	0
Overlay with Design Management for Auto CAD ODM-E	\$0 / LICENSE	\$0 / LICENSE	\$0 / LICENSE	\$0 / LICENSE	\$0 / LICENSE	0	1	0

ARCHIBUS Enterprise Software Licensing								
As described in RFP Attachment 6.6., Pro Forma 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., Pro Forma Contract, Section A.6.								
Cost Item Description	Proposed Cost					State Use Only		
	April 2, 2017 - April 1, 2018	April 2, 2018 - April 1, 2019	April 2, 2019 - April 1, 2020	April 2, 2020 - April 1, 2021	April 2, 2021 - April 1, 2022	Sum	Evaluation Factor	Evaluation Cost (cost x factor)
Smart Client Extension for Revit WEBC-SCEBIM-E	\$0 / LICENSE	\$0 / LICENSE	\$0 / LICENSE	\$0 / LICENSE	\$0 / LICENSE	0	1	0
Overlay for Revit Upgrade (adds Revit functionality to existing overlay) UPG-REV-E	\$0 / LICENSE	\$0 / LICENSE	\$0 / LICENSE	\$0 / LICENSE	\$0 / LICENSE	0	1	0
Upgrade from Smart Client Extension for AutoCAD to Smart Client Extension for AutoCAD & Revit UPG-SCACSCR-E	\$0 / LICENSE	\$0 / LICENSE	\$0 / LICENSE	\$0 / LICENSE	\$0 / LICENSE	0	1	0
Smart Client Extension for AutoCAD & Revit WEBC-SCEREV-E	\$0 / LICENSE	\$0 / LICENSE	\$0 / LICENSE	\$0 / LICENSE	\$0 / LICENSE	0	1	0
Web Central 3D Navigator WEBC-3DN250	\$0 / LICENSE	\$0 / LICENSE	\$0 / LICENSE	\$0 / LICENSE	\$0 / LICENSE	0	1	0
Archibus Mobile Framework WEBC-AMF250-E	\$0 / LICENSE	\$0 / LICENSE	\$0 / LICENSE	\$0 / LICENSE	\$0 / LICENSE	0	1	0

ARCHIBUS Enterprise Software Licensing								
As described in RFP Attachment 6.6., Pro Forma 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., Pro Forma Contract, Section A.6.								
Cost Item Description	Proposed Cost					State Use Only		
	April 2, 2017 - April 1, 2018	April 2, 2018 - April 1, 2019	April 2, 2019 - April 1, 2020	April 2, 2020 - April 1, 2021	April 2, 2021 - April 1, 2022	Sum	Evaluation Factor	Evaluation Cost (cost x factor)
ARCHIBUS Performance Metrics Framework (for up to 250 Users) WEBC-APMF250-E	\$0 / LICENSE	\$0 / LICENSE	\$0 / LICENSE	\$0 / LICENSE	\$0 / LICENSE	0	1	0
Geospacial Extensions for ESRI EXT-ESRI-E	\$0 / LICENSE	\$0 / LICENSE	\$0 / LICENSE	\$0 / LICENSE	\$0 / LICENSE	0	1	0
Application Connection Points (ACP)								
10 Concurrent User Package ACP-10-E	\$0 / LICENSE	\$0 / LICENSE	\$0 / LICENSE	\$0 / LICENSE	\$0 / LICENSE	0	1	0
25 Concurrent User Package ACP-25-E	\$0 / LICENSE	\$0 / LICENSE	\$0 / LICENSE	\$0 / LICENSE	\$0 / LICENSE	0	1	0
50 Concurrent User Package ACP-50-E	\$0 / LICENSE	\$0 / LICENSE	\$0 / LICENSE	\$0 / LICENSE	\$0 / LICENSE	0	1	0
100 Concurrent User Package ACP-100-E	\$0 / LICENSE	\$0 / LICENSE	\$0 / LICENSE	\$0 / LICENSE	\$0 / LICENSE	0	1	0

ARCHIBUS Enterprise Software Licensing								
As described in RFP Attachment 6.6., Pro Forma 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., Pro Forma Contract, Section A.6.								
Cost Item Description	Proposed Cost					State Use Only		
	April 2, 2017 - April 1, 2018	April 2, 2018 - April 1, 2019	April 2, 2019 - April 1, 2020	April 2, 2020 - April 1, 2021	April 2, 2021 - April 1, 2022	Sum	Evaluation Factor	Evaluation Cost (cost x factor)
250 Concurrent User Package ACP-250-E	\$0 / LICENSE	\$0 / LICENSE	\$0 / LICENSE	\$0 / LICENSE	\$0 / LICENSE	0	1	0
Executive Information System (EIS) EIS-E	\$0 / LICENSE	\$0 / LICENSE	\$0 / LICENSE	\$0 / LICENSE	\$0 / LICENSE	0	1	0
Web Central Core Program WEBC-CORE-E	\$0 / LICENSE	\$0 / LICENSE	\$0 / LICENSE	\$0 / LICENSE	\$0 / LICENSE	0	1	0
Infrastructure Connection Points (ICP)								
ICP concurrent user license – Windows ICP-A-E	\$0 / LICENSE	\$0 / LICENSE	\$0 / LICENSE	\$0 / LICENSE	\$0 / LICENSE	0	1	0
EAL-Enterprise Access License								
EALs - 10 simultaneous access points EAL-10-E	\$0 / LICENSE	\$0 / LICENSE	\$0 / LICENSE	\$0 / LICENSE	\$0 / LICENSE	0	1	0
EALs - 25 simultaneous access points EAL-25-E	\$0 / LICENSE	\$0 / LICENSE	\$0 / LICENSE	\$0 / LICENSE	\$0 / LICENSE	0	1	0

ARCHIBUS Enterprise Software Licensing								
As described in RFP Attachment 6.6., Pro Forma 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., Pro Forma Contract, Section A.6.								
Cost Item Description	Proposed Cost					State Use Only		
	April 2, 2017 - April 1, 2018	April 2, 2018 - April 1, 2019	April 2, 2019 - April 1, 2020	April 2, 2020 - April 1, 2021	April 2, 2021 - April 1, 2022	Sum	Evaluation Factor	Evaluation Cost (cost x factor)
EALs - 50 simultaneous access points EAL-50-E	\$ / LICENSE	\$0 / LICENSE	\$0 / LICENSE	\$0 / LICENSE	\$0 / LICENSE	0	1	0
EALs - 100 simultaneous access points EAL-100-E	\$0 / LICENSE	\$0 / LICENSE	\$0 / LICENSE	\$0 / LICENSE	\$0 / LICENSE	0	1	0

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, 2017 - April 1, 2018	April 2, 2018 - April 1, 2019	April 2, 2019 - April 1, 2020	April 2, 2020 - April 1, 2021	April 2, 2021 - April 1, 2022	Sum	Evaluation Factor	Evaluation Cost (cost x factor)
Real Estate Portfolio Management								

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, 2017 - April 1, 2018	April 2, 2018 - April 1, 2019	April 2, 2019 - April 1, 2020	April 2, 2020 - April 1, 2021	April 2, 2021 - April 1, 2022	Sum	Evaluation Factor	Evaluation Cost (cost x factor)
Bundled Package Real Estate Portfolio Management including: Portfolio Management, Lease Administration, Cost Administration, Cost Chargeback & Invoicing, and Portfolio Forecasting SS-WEBC-REPMB-E	\$0 / LICENSE Subscription	\$0 / LICENSE Subscription	\$0 / LICENSE Subscription	\$0 / LICENSE Subscription	\$0 / LICENSE Subscription	0	1	0
Commissioning SS-WEBC-COMMIS-E	\$0 / LICENSE Subscription	\$0 / LICENSE Subscription	\$0 / LICENSE Subscription	\$0 / LICENSE Subscription	\$0 / LICENSE Subscription	0	1	0
Strategic Financial Analysis SS-WEBC-SFA-E	\$0 / LICENSE Subscription	\$0 / LICENSE Subscription	\$0 / LICENSE Subscription	\$0 / LICENSE Subscription	\$0 / LICENSE Subscription	0	1	0
Advanced Portfolio Forecasting SS-WEBC-REPFA-E	\$0 / LICENSE Subscription	\$0 / LICENSE Subscription	\$0 / LICENSE Subscription	\$0 / LICENSE Subscription	\$0 / LICENSE Subscription	0	1	0

ARCHIBUS Enterprise Software Subscriptions								
As described in RFP Attachment 6.6., <i>Pro Forma Contract</i> , 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., <i>Pro Forma Contract</i> , Section A.6.								
Cost Item Description	Proposed Cost					State Use Only		
	April 2, 2017 - April 1, 2018	April 2, 2018 - April 1, 2019	April 2, 2019 - April 1, 2020	April 2, 2020 - April 1, 2021	April 2, 2021 - April 1, 2022	Sum	Evaluation Factor	Evaluation Cost (cost x factor)
Real Property & Lease Management – Windows SS-RPLM-E	\$0 / LICENSE Subscription	\$0 / LICENSE Subscription	\$0 / LICENSE Subscription	\$0 / LICENSE Subscription	\$0 / LICENSE Subscription	0	1	0
Capital Project Management								
Bundled Package Capital Budgeting + Project Management Including: Capital Budgeting + Project Management SS-WEBC-CBPM-E	\$0 / LICENSE Subscription	\$0 / LICENSE Subscription	\$0 / LICENSE Subscription	\$0 / LICENSE Subscription	\$0 / LICENSE Subscription	0	1	0
Space Planning and Management								
Bundled Package Space Management including: Space Inventory & Performance, Personnel & Occupancy, and Space Chargeback SS-WEBC-3SMB-E	\$0 / LICENSE Subscription	\$0 / LICENSE Subscription	\$0 / LICENSE Subscription	\$0 / LICENSE Subscription	\$0 / LICENSE Subscription	0	1	0

ARCHIBUS Enterprise Software Subscriptions								
As described in RFP Attachment 6.6., <i>Pro Forma Contract</i> , 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., <i>Pro Forma Contract</i> , Section A.6.								
Cost Item Description	Proposed Cost					State Use Only		
	April 2, 2017 - April 1, 2018	April 2, 2018 - April 1, 2019	April 2, 2019 - April 1, 2020	April 2, 2020 - April 1, 2021	April 2, 2021 - April 1, 2022	Sum	Evaluation Factor	Evaluation Cost (cost x factor)
Space Management – Windows SS-SM-E	\$0 / LICENSE Subscription	\$0 / LICENSE Subscription	\$0 / LICENSE Subscription	\$0 / LICENSE Subscription	\$0 / LICENSE Subscription	0	1	0
Strategic Space Planning SS-WEBC-SSP-E	\$0 / LICENSE Subscription	\$0 / LICENSE Subscription	\$0 / LICENSE Subscription	\$0 / LICENSE Subscription	\$0 / LICENSE Subscription	0	1	0
Move Management								
Enterprise Move Management SS-WEBC-MM-E	\$0 / LICENSE Subscription	\$0 / LICENSE Subscription	\$0 / LICENSE Subscription	\$0 / LICENSE Subscription	\$0 / LICENSE Subscription	0	1	0
Asset Management								
Asset Portal SS-WEBC-AP-E	\$0 / LICENSE Subscription	\$0 / LICENSE Subscription	\$0 / LICENSE Subscription	\$0 / LICENSE Subscription	\$0 / LICENSE Subscription	0	1	0
Asset Management (with Asset Portal Functionality) SS-WEBC-AMB-E	\$0 / LICENSE Subscription	\$0 / LICENSE Subscription	\$0 / LICENSE Subscription	\$0 / LICENSE Subscription	\$0 / LICENSE Subscription	0	1	0
Enterprise Asset Management with Asset Management (Asset Portal Functionality) SS-WEBC-EAM-E	\$0 / LICENSE Subscription	\$0 / LICENSE Subscription	\$0 / LICENSE Subscription	\$0 / LICENSE Subscription	\$0 / LICENSE Subscription	0	1	0

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, 2017 - April 1, 2018	April 2, 2018 - April 1, 2019	April 2, 2019 - April 1, 2020	April 2, 2020 - April 1, 2021	April 2, 2021 - April 1, 2022	Sum	Evaluation Factor	Evaluation Cost (cost x factor)
Telecommunications Asset Management SS-WEBC-TCAM-E	\$0 / LICENSE Subscription	\$0 / LICENSE Subscription	\$0 / LICENSE Subscription	\$0 / LICENSE Subscription	\$0 / LICENSE Subscription	0	1	0
Telecommunications & Cable Management – Windows SS-TCM-E	\$0 / LICENSE Subscription	\$0 / LICENSE Subscription	\$0 / LICENSE Subscription	\$0 / LICENSE Subscription	\$0 / LICENSE Subscription	0	1	0
Furniture & Equipment Management SS-FEM-E	\$0 / LICENSE Subscription	\$0 / LICENSE Subscription	\$0 / LICENSE Subscription	\$0 / LICENSE Subscription	\$0 / LICENSE Subscription	0	1	0
Environmental and Risk Management								
Environmental Health & Safety for up to 250 concurrent users SS-WEBC-EHS250-E	\$0 / LICENSE Subscription	\$0 / LICENSE Subscription	\$0 / LICENSE Subscription	\$0 / LICENSE Subscription	\$0 / LICENSE Subscription	0	1	0
Environmental & Risk Management 3 Application Bundle for up to 250 Concurrent Users (choose 3 from 9) SS-WEBC-3ERM250-E	\$0 / LICENSE Subscription	\$0 / LICENSE Subscription	\$0 / LICENSE Subscription	\$0 / LICENSE Subscription	\$0 / LICENSE Subscription	0	1	0

ARCHIBUS Enterprise Software Subscriptions								
As described in RFP Attachment 6.6., <i>Pro Forma Contract</i> , 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., <i>Pro Forma Contract</i> , Section A.6.								
Cost Item Description	Proposed Cost					State Use Only		
	April 2, 2017 - April 1, 2018	April 2, 2018 - April 1, 2019	April 2, 2019 - April 1, 2020	April 2, 2020 - April 1, 2021	April 2, 2021 - April 1, 2022	Sum	Evaluation Factor	Evaluation Cost (cost x factor)
Environmental & Risk Management 6 Application Bundle for up to 250 Concurrent Users (choose 6 from 9) SS-WEBC-6ERM250-E	\$0 / LICENSE Subscription	\$0 / LICENSE Subscription	\$0 / LICENSE Subscription	\$0 / LICENSE Subscription	\$0 / LICENSE Subscription	0	1	0
Environmental & Risk Management 9 Application Bundle for up to 250 Concurrent Users SS-WEBC-9ERM250-E	\$0 / LICENSE Subscription	\$0 / LICENSE Subscription	\$0 / LICENSE Subscription	\$0 / LICENSE Subscription	\$0 / LICENSE Subscription	0	1	0
Clean Building for up to 250 Concurrent Users SS-WEBC-CLNB250-E	\$0 / LICENSE Subscription	\$0 / LICENSE Subscription	\$0 / LICENSE Subscription	\$0 / LICENSE Subscription	\$0 / LICENSE Subscription	0	1	0
Hazardous Materials (formerly MSDS) for up to 250 Concurrent Users SS-WEBC-HM250-E	\$0 / LICENSE Subscription	\$0 / LICENSE Subscription	\$0 / LICENSE Subscription	\$0 / LICENSE Subscription	\$0 / LICENSE Subscription	0	1	0
Waste Management for up to 250 Concurrent Users SS-WEBC-WM250-E	\$0 / LICENSE Subscription	\$0 / LICENSE Subscription	\$0 / LICENSE Subscription	\$0 / LICENSE Subscription	\$0 / LICENSE Subscription	0	1	0

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, 2017 - April 1, 2018	April 2, 2018 - April 1, 2019	April 2, 2019 - April 1, 2020	April 2, 2020 - April 1, 2021	April 2, 2021 - April 1, 2022	Sum	Evaluation Factor	Evaluation Cost (cost x factor)
Energy Management SS-WEBC-EM250-E	\$0 / LICENSE Subscription	\$0 / LICENSE Subscription	\$0 / LICENSE Subscription	\$0 / LICENSE Subscription	\$0 / LICENSE Subscription	0	1	0
Emergency Preparedness for up to 250 Concurrent users SS-WEBC-EP250-E	\$0 / LICENSE Subscription	\$0 / LICENSE Subscription	\$0 / LICENSE Subscription	\$0 / LICENSE Subscription	\$0 / LICENSE Subscription	0	1	0
Compliance Management for up to 250 Concurrent Users SS-WEBC-COMPMGMT250- E	\$0 / LICENSE Subscription	\$0 / LICENSE Subscription	\$0 / LICENSE Subscription	\$0 / LICENSE Subscription	\$0 / LICENSE Subscription	0	1	0
Environmental Sustainability Assessment for up to 250 Concurrent Users SS-WEBC-ESA250-E	\$0 / LICENSE Subscription	\$0 / LICENSE Subscription	\$0 / LICENSE Subscription	\$0 / LICENSE Subscription	\$0 / LICENSE Subscription	0	1	0
Green Building for up to 250 Concurrent Users SS-WEBC-GB250-E	\$0 / LICENSE Subscription	\$0 / LICENSE Subscription	\$0 / LICENSE Subscription	\$0 / LICENSE Subscription	\$0 / LICENSE Subscription	0	1	0
Building Operations								

ARCHIBUS Enterprise Software Subscriptions								
As described in RFP Attachment 6.6., <i>Pro Forma Contract</i> , 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., <i>Pro Forma Contract</i> , Section A.6.								
Cost Item Description	Proposed Cost					State Use Only		
	April 2, 2017 - April 1, 2018	April 2, 2018 - April 1, 2019	April 2, 2019 - April 1, 2020	April 2, 2020 - April 1, 2021	April 2, 2021 - April 1, 2022	Sum	Evaluation Factor	Evaluation Cost (cost x factor)
Bundled Package On Demand Work + Preventive Maintenance + Service Desk SS-WEBC-3MNT-E	\$0 / LICENSE Subscription	\$0 / LICENSE Subscription	\$0 / LICENSE Subscription	\$0 / LICENSE Subscription	\$0 / LICENSE Subscription	0	1	0
Condition Assessment SS-WEBC-CA-E	\$0 / LICENSE Subscription	\$0 / LICENSE Subscription	\$0 / LICENSE Subscription	\$0 / LICENSE Subscription	\$0 / LICENSE Subscription	0	1	0
Workplace Services								
Bundled Package - Reservations + Hoteling Includes: Reservations and Hoteling SS-WEBC-2WSB-E	\$0 / LICENSE Subscription	\$0 / LICENSE Subscription	\$0 / LICENSE Subscription	\$0 / LICENSE Subscription	\$0 / LICENSE Subscription	0	1	0
Reservations SS-WEBC-RR-E	\$0 / LICENSE Subscription	\$0 / LICENSE Subscription	\$0 / LICENSE Subscription	\$0 / LICENSE Subscription	\$0 / LICENSE Subscription	0	1	0
Reservations Plugin for Microsoft Outlook SS-WEBC-RRROPLIN-E	\$0 / LICENSE Subscription	\$0 / LICENSE Subscription	\$0 / LICENSE Subscription	\$0 / LICENSE Subscription	\$0 / LICENSE Subscription	0	1	0

ARCHIBUS Enterprise Software Subscriptions								
As described in RFP Attachment 6.6., <i>Pro Forma Contract</i> , 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., <i>Pro Forma Contract</i> , Section A.6.								
Cost Item Description	Proposed Cost					State Use Only		
	April 2, 2017 - April 1, 2018	April 2, 2018 - April 1, 2019	April 2, 2019 - April 1, 2020	April 2, 2020 - April 1, 2021	April 2, 2021 - April 1, 2022	Sum	Evaluation Factor	Evaluation Cost (cost x factor)
Reservations Extension for Microsoft Exchange SS-RREMSX-E	\$0 / LICENSE Subscription	\$0 / LICENSE Subscription	\$0 / LICENSE Subscription	\$0 / LICENSE Subscription	\$0 / LICENSE Subscription	0	1	0
Service Desk SS-WEBC-SD-E	\$0 / LICENSE Subscription	\$0 / LICENSE Subscription	\$0 / LICENSE Subscription	\$0 / LICENSE Subscription	\$0 / LICENSE Subscription	0	1	0
Hoteling SS-WEBC-HOTL-E	\$0 / LICENSE Subscription	\$0 / LICENSE Subscription	\$0 / LICENSE Subscription	\$0 / LICENSE Subscription	\$0 / LICENSE Subscription	0	1	0
Fleet Management – Web Central (an Archibus Solutions Center product)	\$0 / LICENSE Subscription	\$0 / LICENSE Subscription	\$0 / LICENSE Subscription	\$0 / LICENSE Subscription	\$0 / LICENSE Subscription	0	1	0
Technology Extensions/Plug- Ins								
Smart Client Extension for Auto CAD SS-WEBC-SDEAC-E	\$0 / LICENSE Subscription	\$0 / LICENSE Subscription	\$0 / LICENSE Subscription	\$0 / LICENSE Subscription	\$0 / LICENSE Subscription	0	1	0
Overlay with Design Management for Auto CAD SS-ODM-E	\$0 / LICENSE Subscription	\$0 / LICENSE Subscription	\$0 / LICENSE Subscription	\$0 / LICENSE Subscription	\$0 / LICENSE Subscription	0	1	0

ARCHIBUS Enterprise Software Subscriptions								
As described in RFP Attachment 6.6., <i>Pro Forma Contract</i> , 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., <i>Pro Forma Contract</i> , Section A.6.								
Cost Item Description	Proposed Cost					State Use Only		
	April 2, 2017 - April 1, 2018	April 2, 2018 - April 1, 2019	April 2, 2019 - April 1, 2020	April 2, 2020 - April 1, 2021	April 2, 2021 - April 1, 2022	Sum	Evaluation Factor	Evaluation Cost (cost x factor)
Smart Client Extension for Revit SS-WEBC-SCEBIM-E	\$0 / LICENSE Subscription	\$0 / LICENSE Subscription	\$0 / LICENSE Subscription	\$0 / LICENSE Subscription	\$0 / LICENSE Subscription	0	1	0
Smart Client Extension for AutoCAD & Revit SS-WEBC-SCEREV-E	\$0 / LICENSE Subscription	\$0 / LICENSE Subscription	\$0 / LICENSE Subscription	\$0 / LICENSE Subscription	\$0 / LICENSE Subscription	0	1	0
Web Central 3D Navigator SS-WEBC-3DN250	\$0 / LICENSE Subscription	\$0 / LICENSE Subscription	\$0 / LICENSE Subscription	\$0 / LICENSE Subscription	\$0 / LICENSE Subscription	0	1	0
Archibus Mobile Framework SS-WEBC-AMF250-E	\$0 / LICENSE Subscription	\$0 / LICENSE Subscription	\$0 / LICENSE Subscription	\$0 / LICENSE Subscription	\$0 / LICENSE Subscription	0	1	0
ARCHIBUS Performance Metrics Framework (for up to 250 Users) SS-WEBC-APMF250-E	\$0 / LICENSE Subscription	\$0 / LICENSE Subscription	\$0 / LICENSE Subscription	\$0 / LICENSE Subscription	\$0 / LICENSE Subscription	0	1	0
Geospacial Extensions for ESRI SS-EXT-ESRI-E	\$0 / LICENSE Subscription	\$0 / LICENSE Subscription	\$0 / LICENSE Subscription	\$0 / LICENSE Subscription	\$0 / LICENSE Subscription	0	1	0
Application Connection Points (ACP)								

ARCHIBUS Enterprise Software Subscriptions									
As described in RFP Attachment 6.6., <i>Pro Forma Contract</i> , 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., <i>Pro Forma Contract</i> , Section A.6.									
Cost Item Description	Proposed Cost					State Use Only			
	April 2, 2017 - April 1, 2018	April 2, 2018 - April 1, 2019	April 2, 2019 - April 1, 2020	April 2, 2020 - April 1, 2021	April 2, 2021 - April 1, 2022	Sum	Evaluation Factor	Evaluation Cost (cost x factor)	
10 Concurrent User Package SS-ACP-10-E	\$0 / LICENSE Subscription	\$0 / LICENSE Subscription	\$0 / LICENSE Subscription	\$0 / LICENSE Subscription	\$0 / LICENSE Subscription	0	1	0	
25 Concurrent User Package SS- ACP-25-E	\$0 / LICENSE Subscription	\$0 / LICENSE Subscription	\$0 / LICENSE Subscription	\$0 / LICENSE Subscription	\$0 / LICENSE Subscription	0	1	0	
50 Concurrent User Package SS- ACP-50-E	\$0 / LICENSE Subscription	\$0 / LICENSE Subscription	\$0 / LICENSE Subscription	\$0 / LICENSE Subscription	\$0 / LICENSE Subscription	0	1	0	
100 Concurrent User Package SS- ACP-100-E	\$0 / LICENSE Subscription	\$0 / LICENSE Subscription	\$0 / LICENSE Subscription	\$0 / LICENSE Subscription	\$0 / LICENSE Subscription	0	1	0	
250 Concurrent User Package SS- ACP-250-E	\$0 / LICENSE Subscription	\$0 / LICENSE Subscription	\$0 / LICENSE Subscription	\$0 / LICENSE Subscription	\$0 / LICENSE Subscription	0	1	0	
Executive Information System – One (1) Concurrent User SS-EIS-E	\$0 / LICENSE Subscription	\$0 / LICENSE Subscription	\$0 / LICENSE Subscription	\$0 / LICENSE Subscription	\$0 / LICENSE Subscription	0	1	0	
Web Central Core Program SS-WEBC-CORE-E	\$0 / LICENSE Subscription	\$0 / LICENSE Subscription	\$0 / LICENSE Subscription	\$0 / LICENSE Subscription	\$0 / LICENSE Subscription	0	1	0	
Infrastructure Connection Points (ICP)									

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, 2017 - April 1, 2018	April 2, 2018 - April 1, 2019	April 2, 2019 - April 1, 2020	April 2, 2020 - April 1, 2021	April 2, 2021 - April 1, 2022	Sum	Evaluation Factor	Evaluation Cost (cost x factor)
ICP concurrent user license – Windows SS-ICP-A-E	\$0 / LICENSE Subscription	\$0 / LICENSE Subscription	\$0 / LICENSE Subscription	\$0 / LICENSE Subscription	\$0 / LICENSE Subscription	0	1	0
EAL – Enterprise Access License								
EALs - 10 simultaneous access points SS-EAL-10-E	\$0 / LICENSE Subscription	\$0 / LICENSE Subscription	\$0 / LICENSE Subscription	\$0 / LICENSE Subscription	\$0 / LICENSE Subscription	0	1	0
EALs - 25 simultaneous access points SS-EAL-25-E	\$0 / LICENSE Subscription	\$0 / LICENSE Subscription	\$0 / LICENSE Subscription	\$0 / LICENSE Subscription	\$0 / LICENSE Subscription	0	1	0
EALs - 50 simultaneous access points SS-EAL-50-E	\$0 / LICENSE Subscription	\$0 / LICENSE Subscription	\$0 / LICENSE Subscription	\$0 / LICENSE Subscription	\$0 / LICENSE Subscription	0	1	0
EALs - 100 simultaneous access points SS-EAL-100-E	\$0 / LICENSE Subscription	\$0 / LICENSE Subscription	\$0 / LICENSE Subscription	\$0 / LICENSE Subscription	\$0 / LICENSE Subscription	0	1	0

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								
	April 2, 2017 – April 1, 2018	April 2, 2018 – April 1, 2019	April 2, 2019 – April 1, 2020	April 2, 2020 – April 1, 2021	April 2, 2021 – April 1, 2022	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., <i>Pro Forma</i> 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., <i>Pro Forma</i> Contract, Section A.13.								
Cost Item Description	Proposed Cost					State Use ONLY		
	April 2, 2017 – April 1, 2018	April 2, 2018 – April 1, 2019	April 2, 2019 – April 1, 2020	April 2, 2020 – April 1, 2021	April 2, 2021 – April 1, 2022	Sum	Evaluation Factor	Evaluation Cost (sum x factor)
Project Manager PER HOUR	\$0 / HOUR	\$0 / HOUR	\$0 / HOUR	\$0 / HOUR	\$0 / HOUR		1000	
System Engineer PER HOUR	\$0 / HOUR	\$0 / HOUR	\$0 / HOUR	\$0 / HOUR	\$0 / HOUR		750	
System Programmer PER HOUR	\$0 / HOUR	\$0 / HOUR	\$0 / HOUR	\$0 / HOUR	\$0 / HOUR		500	
Senior CAD Technician PER HOUR	\$0 / HOUR	\$0 / HOUR	\$0 / HOUR	\$0 / HOUR	\$0 / HOUR		1000	

RFP ATTACHMENT 6.3. (continued)

CAD Technician PER HOUR	\$0 / HOUR	\$0 / HOUR	\$0 / HOUR	\$0 / HOUR	\$0 / HOUR		750	
Training Services PER DAY	\$0 / HOUR	\$0 / HOUR	\$0 / HOUR	\$0 / HOUR	\$0 / HOUR		50	
Estimating Services PER HOUR	\$0 / HOUR	\$0 / HOUR	\$0 / HOUR	\$0 / HOUR	\$0 / HOUR		50	
TOTAL EVALUATION COST AMOUNT (sum of evaluation costs above):								

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 Respondent.

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

RFP # 32101-17104 REFERENCE QUESTIONNAIRE

REFERENCE SUBJECT: RESPONDENT NAME (completed by Respondent before reference is requested)

The “reference subject” specified above, intends to submit a response to the State of Tennessee in response to the Request for Proposals (RFP) indicated. As a part of such response, 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?

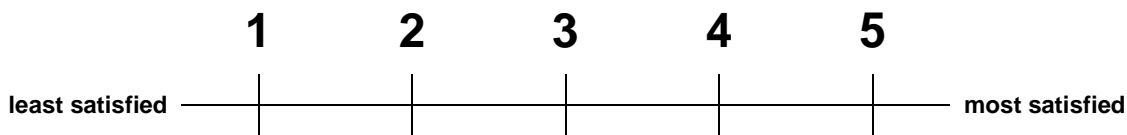
(2) Please provide the following information about the individual completing this reference questionnaire on behalf of the above-named individual, company, organization, or entity.

NAME:	
TITLE:	
TELEPHONE #	
E-MAIL ADDRESS:	

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

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

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

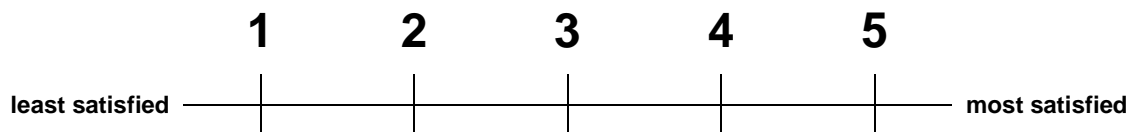


RFP # 32101-17104 REFERENCE QUESTIONNAIRE — PAGE 2

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

- (5) If the goods or services that the reference subject provided to your company or organization are completed, were the goods or services provided 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 goods or services to your company or organization, are these goods or services being provided in compliance with the terms of the contract, on time, and within budget? If not, please explain.
- (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 goods or service delivery does/did the reference subject excel?
- (9) In what areas of goods or 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.

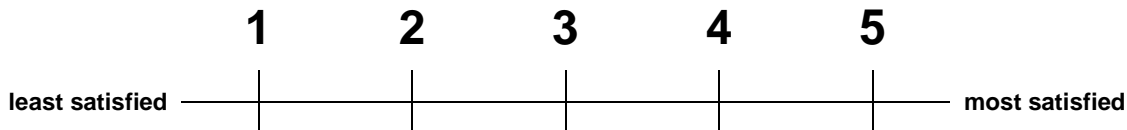


What, if any, comments do you have regarding the score selected above?

RFP # 32101-17104 REFERENCE QUESTIONNAIRE — PAGE 3

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

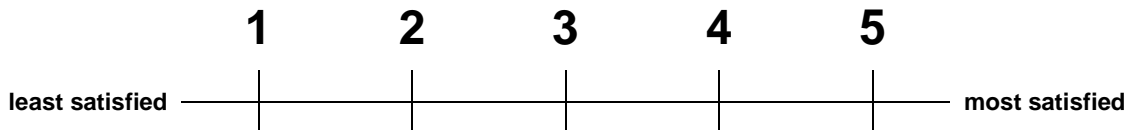
Please respond by circling the appropriate number on the scale below.



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

(12) Would you contract again with the reference subject for the same or similar goods or 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:

RFP ATTACHMENT 6.5.

SCORE SUMMARY MATRIX


	<i>RESPONDENT NAME</i>		<i>RESPONDENT NAME</i>		<i>RESPONDENT 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 RESPONSE EVALUATION SCORE: (maximum: 100)						

Solicitation Coordinator Signature, Printed Name & Date:

RFP ATTACHMENT 6.6.

RFP # 32101-17104 *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 (fee-for-goods or services contract with an individual, business, non-profit, or governmental entity of another state)					
Begin Date		End Date		Agency Tracking #	
Contractor Legal Entity Name					Edison Record ID
Edison Vendor ID					
Goods or Services Caption (one line only)					
Contractor <input checked="" type="checkbox"/> Contractor			CFDA #		
Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
TOTAL:					
Contractor Ownership Characteristics:					
<input type="checkbox"/> Minority Business Enterprise (MBE): African American, Asian American, Hispanic American, Native American					
<input type="checkbox"/> Woman Business Enterprise (WBE)					
<input type="checkbox"/> Tennessee Service Disabled Veteran Enterprise (SDVBE)					
<input type="checkbox"/> Tennessee Small Business Enterprise (SBE): \$10,000,000.00 averaged over a three (3) year period or employs no more than ninety-nine (99) employees.					
<input type="checkbox"/> Other:					
Selection Method & Process Summary (mark the correct response to confirm the associated summary)					
<input type="checkbox"/> Competitive Selection			Describe the competitive selection process used		
<input type="checkbox"/> Other			Describe the selection process used and submit a Special Contract Request		
Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.					
Speed Chart (optional)			Account Code (optional)		

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 ("State") and **Contractor Legal Entity Name** ("Contractor"), is for the provision of Archibus Licensing and Support Services, as further defined in the "SCOPE." State and Contractor may be referred to individually as a "Party" or collectively as the "Parties" to this Contract.

The Contractor is **a/an Individual, For-Profit Corporation, Non-Profit Corporation, Special Purpose Corporation Or Association, Partnership, Joint Venture, Or Limited Liability Company.**

Contractor Place of Incorporation or Organization: **Location**

Contractor Edison Registration ID # **Number**

A. SCOPE:

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

A.2. ARCHIBUS Technical Environment. The State currently utilizes Archibus Web Central v23.1 software as well as a customized client-server Archibus 16 system. The Contractor will provide support for the ARCHIBUS solutions while in operation in the State's environment. The remainder of this Section A.2., ARCHIBUS Technical Environment, provides summary information related to the technical environment in which the ARCHIBUS solutions currently operate. 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 Web Central version 23.1. Archibus Web Central database is currently on SQL Server 2008 residing on a Windows 2008 R2 Server. The Archibus Web Central application resides on a Windows 2008 R2 VMWare application server. The production environment connects to LTM and GTM Load balancers and utilizes Tomcat version 7.0.52. The primary browsers utilized for Web Central are Firefox, Google Chrome, and Internet Explorer.
- b) Archibus version 16. The ARCHIBUS 16 database is currently on a SQL Server 2012 database residing on a Windows 2012 R2 server. The ARCHIBUS application (ARCHIBUS release 16 plus customizations) resides on a Windows Server 2012 R2 VMWare application server. Note that the database is a version 15 data structure.

It is the intent of the State to migrate the data and functionality of the Archibus version 16 system to the Archibus Web Services version 23.1 (or current) system as appropriate. During the transition from version 16 to version 23, 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 Windows XP or higher operating system.

It is the State's intent to implement the functionality of the Archibus 16 system as an "out-of-the-box", configurable solution within Archibus Web Central. Any customizations needed to provide the State with the desired functionality must be approved by the State prior to development.

A.3. Data Exchange. The Contractor will develop the means by which data is exchanged between ARCHIBUS Web Services and other State enterprise software. The exchange of data will be bi-

directional. Some data will originate in the ARCHIBUS solution and be passed to other State enterprise software; data to be exchanged will also originate in State enterprise software and be passed to ARCHIBUS. It is the State's intent that the data exchange will be accomplished through the use of file feeds that can be used to import into ARCHIBUS or to export out of ARCHIBUS.

The data to be exchanged could include, but is not limited to information related to the following,

- a. Edison Data Exchange. The State is currently using PeopleSoft Human Capital Management (HCM), Enterprise Learning Management (ELM), and Financial Supply Chain Management (FSCM) modules, the installation of which is collectively known as Edison. The Contractor will develop the means by which data is exchanged between ARCHIBUS Web Services 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.
 - Lookup tables: Speedcharts, Accounts, Vendors, Contracts, etc.

The layout of the files to be exchanged must conform to State specifications for the Edison (PeopleSoft) 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.12., ARCHIBUS Statement of Work Process.

- b. Other State Enterprise Software. It is anticipated the State will have other software systems that will require data exchange to and from Archibus. As these systems are identified, specification and delivery will be requested and accomplished as described in Section A.12., 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. 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.6. 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.7.);
- 4) Training services and documentation (refer to Section A.8.);
- 5) Programming, configuration and customization services (refer to Section A.9.);
- 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.10.).
- 7) CAD-related ARCHIBUS services (refer to Section A.11.).

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.12., 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.7. 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. Specification and delivery of services as described in this Section A.7. will be requested and accomplished as described in Section A.12., 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 to be in writing and 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.

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.8. 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.12., 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.8., 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.12., 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.9., Programming, Configuration and Customization Services), the updated documentation must be provided to the State as required by this Section A.8.

A.9. 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 State Standard Reporting software;
- 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.12., 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.10. 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, work with the Contractor to choose an integrated Help Desk to facilitate the incident logging, reporting, response, and tracking. The State currently utilizes the ServiceNow software suite.

The State will report a problem to the Contractor via email and/or via the agreed upon integrated Help Desk software. 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 E 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.10., 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.12., <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.12., ARCHIBUS Statement of Work Process)	Not required if the total billable effort to resolve the deficiency is no more than eight (8) hour. Else, within one (1) business day from time of first reporting	Within two (2) business days from time of first reporting	Within five (5) business days from time of first reporting	Only as requested via an ARCHIBUS Statement of Work (refer to Section A.12., ARCHIBUS Statement of Work Process)
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A.11. 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.12., ARCHIBUS Statement of Work Process.

A.12. ARCHIBUS Statement of Work Process. All consulting services provided by the Contractor, excluding technical support (refer to Section A.6.), 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.13. The ARCHIBUS Statement of Work form is included as Attachment D.

The State will submit the SOW form to the Contractor via email to the Contractor's designated staff. In the case of a Contractor initiated SOW, the Contractor will 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.13) 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 D.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 after discussion and approval to proceed from the State's designee.

Reference Section A.10., Problem Reporting and Response for more information.

The State will initiate the ARCHIBUS Statement of Work process as a result of a Severity 3 or 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 a Contractor initiated SOW, a detailed description of the service requested will be obtained via information contained in the problem report and via consultation with the State's designee.

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 instances where the Archibus Statement of Work requires a significant effort on the part of the Contractor, and with agreement from the State's designee (before work begins on the SOW), a maximum of four (4) total billable hours per SOW will be compensated. 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.10., 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 agreed upon effort used to produce the SOW (up to four (4) hours) as detailed in the canceled Statement of Work.

- A.13. 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
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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.

- A.14. Inspection and Acceptance. The State shall have the right to inspect all goods or services provided by Contractor under this Contract. If, upon inspection, the State determines that the goods or services are Defective, the State shall notify Contractor, and Contractor shall re-deliver the goods or provide the services at no additional cost to the State. If after a period of thirty (30) days following delivery of goods or performance of services the State does not provide a notice of any Defects, the goods or services shall be deemed to have been accepted by the State.
- A.15. Warranty. Contractor represents and warrants that the term of the warranty (“Warranty Period”) shall be the greater of the Term of this Contract or any other warranty general offered by Contractor, its suppliers, or manufacturers to customers of its goods or services. The goods or services provided under this Contract shall conform to the terms and conditions of this Contract throughout the Warranty Period. Any nonconformance of the goods or services to the terms and conditions of this Contract shall constitute a “Defect” and shall be considered “Defective.” If

Contractor receives notice of a Defect during the Warranty Period, then Contractor shall correct the Defect, at no additional charge.

Contractor represents and warrants that the State is authorized to possess and use all equipment, materials, software, and deliverables provided under this Contract.

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

If Contractor fails to provide the goods or services as warranted, then Contractor will re-provide the goods or services at no additional charge. If Contractor is unable or unwilling to re-provide the goods or services as warranted, then the State shall be entitled to recover the fees paid to Contractor for the Defective goods or services. Any exercise of the State's rights under this Section shall not prejudice the State's rights to seek any other remedies available under this Contract or applicable law.

B. TERM OF CONTRACT:

This Contract shall be effective on **DATE** ("Effective Date") and extend for a period of **number (#) months** after the Effective Date ("Term"). The State shall have no obligation for goods or services provided by the Contractor prior to the Effective Date.

C. PAYMENT TERMS AND CONDITIONS:

- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Contract exceed **Written Dollar Amount (\$Number)** ("Maximum Liability"). This Contract does not grant the Contractor any exclusive rights. The State does not guarantee that it will buy any minimum quantity of goods or services under this Contract. Subject to the terms and conditions of this Contract, the Contractor will only be paid for goods or services provided under this Contract after a purchase order is issued to Contractor by the State or as otherwise specified by this Contract.
- C.2. Compensation Firm. The payment methodology in Section C.3. and the Travel Compensation provided in Section C.4. of this Contract shall constitute the entire compensation due the Contractor for all goods or services provided under this Contract regardless of the difficulty, materials or equipment required. The payment methodology includes all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Contractor.
- C.3. Payment Methodology. The Contractor shall be compensated based on the payment methodology for goods or services authorized by the State in a total amount as set forth in Section C.1.
- a. The Contractor's compensation shall be contingent upon the satisfactory provision of goods or services as set forth in Section A.
 - b. The Contractor shall be compensated 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.5., 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.5., 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.6., 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.12., 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 D.2., Communications and Contacts. Such travel will always result from an authorized ARCHIBUS Statement of Work (refer to Section A.12., ARCHIBUS Statement of Work Process).

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

Tim P. Wells, Business Analyst Senior
 Department of General Services
 312 Rosa L. Parks Avenue, 24th Floor
 Nashville, TN, 37243
Tim.P.Wells@tn.gov

Or, to an authorized individual agreed upon through Attachment E, Authorized Contacts.

- a. Each invoice, on Contractor's letterhead, shall clearly and accurately detail all of the following information (calculations must be extended and totaled correctly):
- (1) Invoice number (assigned by the Contractor);
 - (2) Invoice date;
 - (3) Contract number (assigned by the State);
 - (4) Customer account name: Department of General Services
 - (5) Customer account number (assigned by the Contractor to the above-referenced Customer);
 - (6) Contractor name;
 - (7) Contractor Tennessee Edison registration ID number;
 - (8) Contractor contact for invoice questions (name, phone, or email);
 - (9) Contractor remittance address;
 - (10) Description of delivered goods or services provided and invoiced, including identifying information as applicable;
 - (11) Number of delivered or completed units, increments, hours, or days as applicable, of each good or service invoiced;
 - (12) Applicable payment methodology (as stipulated in Section C.3.) of each good or service invoiced;
 - (13) Amount due for each compensable unit of good or service; and
 - (14) Total amount due for the invoice period.
- b. Contractor's invoices shall:
- (1) Only include charges for goods delivered or services provided as described in Section A and in accordance with payment terms and conditions set forth in Section C;
 - (2) Only be submitted for goods delivered or services completed and shall not include any charge for future goods to be delivered or services to be performed;
 - (3) Not include Contractor's taxes, which includes without limitation Contractor's sales and use tax, excise taxes, franchise taxes, real or personal property taxes, or income taxes; and
 - (4) Include shipping or delivery charges only as authorized in this Contract.
- c. The timeframe for payment (or any discounts) begins only when the State is in receipt of an invoice that meets the minimum requirements of this Section C.5.

- C.6. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any payment, invoice, or other matter. A payment by the State shall not be construed as acceptance of goods delivered, any part of the services provided, or as approval of any amount invoiced.

- C.7. Invoice Reductions. The Contractor's invoice shall be subject to reduction for amounts included in any invoice or payment that is determined by the State, on the basis of audits conducted in accordance with the terms of this Contract, to not constitute proper compensation for goods delivered or services provided.
- C.8. Deductions. The State reserves the right to deduct from amounts, which are or shall become due and payable to the Contractor under this or any contract between the Contractor and the State of Tennessee, any amounts that are or shall become due and payable to the State of Tennessee by the Contractor.
- C.9. Prerequisite Documentation. The Contractor shall not invoice the State under this Contract until the State has received the following, properly completed documentation.
- a. The Contractor shall complete, sign, and present to the State the "Authorization Agreement for Automatic Deposit Form" provided by the State. By doing so, the Contractor acknowledges and agrees that, once this form is received by the State, payments to the Contractor, under this or any other contract the Contractor has with the State of Tennessee, may be made by ACH; and
 - b. The Contractor shall complete, sign, and return to the State the State-provided W-9 form. The taxpayer identification number on the W-9 form must be the same as the Contractor's Federal Employer Identification Number or Social Security Number referenced in the Contractor's Edison registration information.

D. MANDATORY TERMS AND CONDITIONS:

- D.1. Required Approvals. The State is not bound by this Contract until it is duly approved by the Parties and all appropriate State officials in accordance with applicable Tennessee laws and regulations. Depending upon the specifics of this Contract, this may include approvals by the Commissioner of Finance and Administration, the Commissioner of Human Resources, the Comptroller of the Treasury, and the Chief Procurement Officer. Approvals shall be evidenced by a signature or electronic approval.
- D.2. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Contract shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by email or facsimile transmission with recipient confirmation. All communications, regardless of method of transmission, shall be addressed to the respective Party at the appropriate mailing address, facsimile number, or email address as stated below or any other address provided in writing by a Party.

The State:

Tim P. Wells, Business Analyst Sr.
 Department of General Services
 312 Rosa L. Parks Avenue, 24th Floor
 Nashville, TN 37243
 Tim.P.Wells@tn.gov
 Telephone # 615-587-2072
 FAX # Number

Or, to an authorized individual agreed upon through Attachment E, Authorized Contacts.

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 effective upon receipt or recipient confirmation as may be required.

- D.3. Modification and Amendment. This Contract may be modified only by a written amendment signed by all Parties and approved by all applicable State officials.
- D.4. Subject to Funds Availability. The Contract is subject to the appropriation and availability of State or federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate this Contract upon written notice to the Contractor. The State's exercise of its right to terminate this Contract shall not constitute a breach of Contract by the State. Upon receipt of the written notice, the Contractor shall cease all work associated with the Contract. If the State terminates this Contract due to lack of funds availability, the Contractor shall be entitled to compensation for all conforming goods requested and accepted by the State and for all satisfactory and authorized services completed as of the termination date. Should the State exercise its right to terminate this Contract due to unavailability of funds, the Contractor shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages of any description or amount.
- D.5. Termination for Convenience. The State may terminate this Contract for convenience without cause and for any reason. The State shall give the Contractor at least thirty (30) days written notice before the termination date. The Contractor shall be entitled to compensation for all conforming goods delivered and accepted by the State or for satisfactory, authorized services completed as of the termination date. In no event shall the State be liable to the Contractor for compensation for any goods neither requested nor accepted by the State or for any services neither requested by the State nor satisfactorily performed by the Contractor. In no event shall the State's exercise of its right to terminate this Contract for convenience relieve the Contractor of any liability to the State for any damages or claims arising under this Contract.
- D.6. Termination for Cause. If the Contractor fails to properly perform its obligations under this Contract in a timely or proper manner, or if the Contractor materially violates any terms of this Contract ("Breach Condition"), the State shall have the right to immediately terminate the Contract and withhold payments in excess of compensation for completed services or provided goods. Notwithstanding the above, the Contractor shall not be relieved of liability to the State for damages sustained by virtue of any Breach Condition and the State may seek other remedies allowed at law or in equity for breach of this Contract.
- D.7. Assignment and Subcontracting. The Contractor shall not assign this Contract or enter into a subcontract for any of the goods or services provided under this Contract without the prior written approval of the State. Notwithstanding any use of the approved subcontractors, the Contractor shall be the prime contractor and responsible for compliance with all terms and conditions of this Contract. The State reserves the right to request additional information or impose additional terms and conditions before approving an assignment of this Contract in whole or in part or the use of subcontractors in fulfilling the Contractor's obligations under this Contract.
- D.8. Conflicts of Interest. The Contractor warrants that no part of the Contractor's compensation shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Contractor in connection with any work contemplated or performed under this Contract.

The Contractor acknowledges, understands, and agrees that this Contract shall be null and void if the Contractor is, or within the past six (6) months has been, an employee of the State of Tennessee or if the Contractor is an entity in which a controlling interest is held by an individual who is, or within the past six (6) months has been, an employee of the State of Tennessee.

- D.9. Nondiscrimination. The Contractor hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the Contractor on the grounds of handicap or disability, age, race, creed, color, religion, sex, national origin, or any other classification protected by federal or state law. The Contractor shall, upon request, show proof of nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.10. Prohibition of Illegal Immigrants. The requirements of Tenn. Code Ann. § 12-3-309 addressing the use of illegal immigrants in the performance of any contract to supply goods or services to the state of Tennessee, shall be a material provision of this Contract, a breach of which shall be grounds for monetary and other penalties, up to and including termination of this Contract.
- a. The Contractor agrees that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this Contract. The Contractor shall reaffirm this attestation, in writing, by submitting to the State a completed and signed copy of the document at Attachment A, semi-annually during the Term. If the Contractor is a party to more than one contract with the State, the Contractor may submit one attestation that applies to all contracts with the State. All Contractor attestations shall be maintained by the Contractor and made available to State officials upon request.
 - b. Prior to the use of any subcontractor in the performance of this Contract, and semi-annually thereafter, during the Term, the Contractor shall obtain and retain a current, written attestation that the subcontractor shall not knowingly utilize the services of an illegal immigrant to perform work under this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant to perform work under this Contract. Attestations obtained from subcontractors shall be maintained by the Contractor and made available to State officials upon request.
 - c. The Contractor shall maintain records for all personnel used in the performance of this Contract. Contractor's records shall be subject to review and random inspection at any reasonable time upon reasonable notice by the State.
 - d. The Contractor understands and agrees that failure to comply with this section will be subject to the sanctions of Tenn. Code Ann. § 12-3-309 for acts or omissions occurring after its effective date.
 - e. For purposes of this Contract, "illegal immigrant" shall be defined as any person who is not: (i) a United States citizen; (ii) a Lawful Permanent Resident; (iii) a person whose physical presence in the United States is authorized; (iv) allowed by the federal Department of Homeland Security and who, under federal immigration laws or regulations, is authorized to be employed in the U.S.; or (v) is otherwise authorized to provide services under the Contract.
- D.11. Records. The Contractor shall maintain documentation for all charges under this Contract. The books, records, and documents of the Contractor, for work performed or money received under this Contract, shall be maintained for a period of five (5) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the

State, the Comptroller of the Treasury, or their duly appointed representatives. The financial statements shall be prepared in accordance with generally accepted accounting principles.

- D.12. Monitoring. The Contractor's activities conducted and records maintained pursuant to this Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.13. Progress Reports. The Contractor shall submit brief, periodic, progress reports to the State as requested.
- D.14. Strict Performance. Failure by any Party to this Contract to require, in any one or more cases, the strict performance of any of the terms, covenants, conditions, or provisions of this Contract shall not be construed as a waiver or relinquishment of any term, covenant, condition, or provision. No term or condition of this Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the Parties.
- D.15. Independent Contractor. The Parties shall not act as employees, partners, joint venturers, or associates of one another. The Parties are independent contracting entities. Nothing in this Contract shall be construed to create an employer/employee relationship or to allow either Party to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one Party are not employees or agents of the other Party.
- D.16. Patient Protection and Affordable Care Act. The Contractor agrees that it will be responsible for compliance with the Patient Protection and Affordable Care Act ("PPACA") with respect to itself and its employees, including any obligation to report health insurance coverage, provide health insurance coverage, or pay any financial assessment, tax, or penalty for not providing health insurance. The Contractor shall indemnify the State and hold it harmless for any costs to the State arising from Contractor's failure to fulfill its PPACA responsibilities for itself or its employees.
- D.17. Limitation of State's Liability. The State shall have no liability except as specifically provided in this Contract. In no event will the State be liable to the Contractor or any other party for any lost revenues, lost profits, loss of business, decrease in the value of any securities or cash position, time, money, goodwill, or any indirect, special, incidental, punitive, exemplary or consequential damages of any nature, whether based on warranty, contract, statute, regulation, tort (including but not limited to negligence), or any other legal theory that may arise under this Contract or otherwise. The State's total liability under this Contract (including any exhibits, schedules, amendments or other attachments to the Contract) or otherwise shall under no circumstances exceed the Maximum Liability. This limitation of liability is cumulative and not per incident.
- D.18. Limitation of Contractor's Liability. In accordance with Tenn. Code Ann. § 12-3-701, the Contractor's liability for all claims arising under this Contract shall be limited to an amount equal to two (2) times the Maximum Liability amount detailed in Section C.1. and as may be amended, PROVIDED THAT in no event shall this Section limit the liability of the Contractor for: (i) intellectual property or any Contractor indemnity obligations for infringement for third-party intellectual property rights; (ii) any claims covered by any specific provision in the Contract providing for liquidated damages; or (iii) any claims for intentional torts, criminal acts, fraudulent conduct, or acts or omissions that result in personal injuries or death.
- D.19. Hold Harmless. The Contractor agrees to indemnify and hold harmless the State of Tennessee as well as its officers, agents, and employees from and against any and all claims, liabilities, losses, and causes of action which may arise, accrue, or result to any person, firm, corporation, or other entity which may be injured or damaged as a result of acts, omissions, or negligence on the part of the Contractor, its employees, or any person acting for or on its or their behalf relating to this Contract. The Contractor further agrees it shall be liable for the reasonable cost of

attorneys for the State to enforce the terms of this Contract.

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

- D.20. HIPAA Compliance. The State and Contractor shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), Health Information Technology for Economic and Clinical Health (“HITECH”) Act and any other relevant laws and regulations regarding privacy (collectively the “Privacy Rules”). The obligations set forth in this Section shall survive the termination of this Contract.
- a. Contractor warrants to the State that it is familiar with the requirements of the Privacy Rules, and will comply with all applicable requirements in the course of this Contract.
 - b. Contractor warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of the Contract so that both parties will be in compliance with the Privacy Rules.
 - c. The State and the Contractor will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably necessary to keep the State and Contractor in compliance with the Privacy Rules. This provision shall not apply if information received or delivered by the parties under this Contract is NOT “protected health information” as defined by the Privacy Rules, or if the Privacy Rules permit the parties to receive or deliver the information without entering into a business associate agreement or signing another document.
 - d. The Contractor will indemnify the State and hold it harmless for any violation by the Contractor or its subcontractors of the Privacy Rules. This includes the costs of responding to a breach of protected health information, the costs of responding to a government enforcement action related to the breach, and any fines, penalties, or damages paid by the State because of the violation.
- D.21. Tennessee Consolidated Retirement System. Subject to statutory exceptions contained in Tenn. Code Ann. §§ 8-36-801, *et seq.*, the law governing the Tennessee Consolidated Retirement System (“TCRS”), provides that if a retired member of TCRS, or of any superseded system administered by TCRS, or of any local retirement fund established under Tenn. Code Ann. §§ 8-35-101, *et seq.*, accepts State employment, the member's retirement allowance is suspended during the period of the employment. Accordingly and notwithstanding any provision of this Contract to the contrary, the Contractor agrees that if it is later determined that the true nature of the working relationship between the Contractor and the State under this Contract is that of “employee/employer” and not that of an independent contractor, the Contractor, if a retired member of TCRS, may be required to repay to TCRS the amount of retirement benefits the Contractor received from TCRS during the Term.
- D.22. Tennessee Department of Revenue Registration. The Contractor shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 – 608. Compliance with applicable registration requirements is a material requirement of this Contract.
- D.23. Debarment and Suspension. The Contractor certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:

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

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

- D.24. Force Majeure. "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the Party except to the extent that the non-performing Party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing Party through the use of alternate sources, workaround plans or other means. A strike, lockout or labor dispute shall not excuse either Party from its obligations under this Contract. Except as set forth in this Section, any failure or delay by a Party in the performance of its obligations under this Contract arising from a Force Majeure Event is not a default under this Contract or grounds for termination. The non-performing Party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the Party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Contractor's representatives, suppliers, subcontractors, customers or business apart from this Contract is not a Force Majeure Event under this Contract. Contractor will promptly notify the State of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the State within one (1) day of the inception of the delay) that a Force Majeure Event has occurred, and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Contractor's performance longer than forty-eight (48) hours, the State may, upon notice to Contractor: (a) cease payment of the fees until Contractor resumes performance of the affected obligations; or (b) immediately terminate this Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Contractor will not increase its charges under this Contract or charge the State any fees other than those provided for in this Contract as the result of a Force Majeure Event.
- D.25. State and Federal Compliance. The Contractor shall comply with all applicable state and federal laws and regulations in the performance of this Contract.
- D.26. Governing Law. This Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The Tennessee Claims Commission or the state or federal courts in Tennessee shall be the venue for all claims, disputes, or disagreements arising under this Contract. The Contractor acknowledges and agrees that any rights, claims, or remedies against

the State of Tennessee or its employees arising under this Contract shall be subject to and limited to those rights and remedies available under Tenn. Code Ann. §§ 9-8-101 - 407.

- D.27. Entire Agreement. This Contract is complete and contains the entire understanding between the Parties relating to its subject matter, including all the terms and conditions of the Parties' agreement. This Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the Parties, whether written or oral.
- D.28. Severability. If any terms and conditions of this Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions of this Contract shall not be affected and shall remain in full force and effect. The terms and conditions of this Contract are severable.
- D.29. Headings. Section headings of this Contract are for reference purposes only and shall not be construed as part of this Contract.
- D.30. Incorporation of Additional Documents. Each of the following documents is included as a part of this Contract by reference. In the event of a discrepancy or ambiguity regarding the Contractor's duties, responsibilities, and performance under this Contract, these items shall govern in order of precedence below:
- a. any amendment to this Contract, with the latter in time controlling over any earlier amendments;
 - b. this Contract with any attachments or exhibits (excluding the items listed at subsections c. through f., below), which includes Attachment A, Attachment B, Attachment C, Attachment D, Attachment E];
 - c. any clarifications of or addenda to the Contractor's proposal seeking this Contract;
 - d. the State solicitation, as may be amended, requesting responses in competition for this Contract;
 - e. any technical specifications provided to proposers during the procurement process to award this Contract; and
 - f. the Contractor's response seeking this Contract.
- D.31. Iran Divestment Act. The requirements of Tenn. Code Ann. § 12-12-101 et.seq., addressing contracting with persons with investment activities in Iran, shall be a material provision of this Contract. The Contractor agrees, under penalty of perjury, that to the best of its knowledge and belief that it is not on the list created pursuant to Tenn. Code Ann. § 12-12-106.
- D.32. Insurance. The Contractor shall carry adequate liability and other appropriate forms of insurance.
- a. Commercial General Liability Insurance
 - i. The Contractor shall maintain commercial general liability insurance, which shall be written on an Insurance Services Office, Inc. (also known as ISO) occurrence form (or a substitute form providing equivalent coverage) and shall cover liability arising from property damage, premises/operations, independent contractors, contractual liability, completed operations/products, personal and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).
 - ii. The Contractor shall maintain bodily injury/property damage with a combined single limit not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate for bodily injury and property damage, including products and completed operations coverage with an aggregate limit of at least two million dollars (\$2,000,000).
 - b. Workers' Compensation and Employer Liability Insurance

- 1) For Contractors statutorily required to carry workers' compensation and employer liability insurance, the Contractor shall maintain:
 - i. Workers' compensation in an amount not less than one million dollars (\$1,000,000) including employer liability of one million dollars (\$1,000,000) per accident for bodily injury by accident, one million dollars (\$1,000,000) policy limit by disease, and one million dollars (\$1,000,000) per employee for bodily injury by disease.
- c. Automobile Liability Insurance
 - i. The Contractor shall maintain automobile liability insurance which shall cover liability arising out of any automobile (including owned, leased, hired, and non-owned automobiles).
 - ii. The Contractor shall maintain bodily injury/property damage with a limit not less than one million dollars (\$1,000,000) per occurrence or combined single limit.

E. SPECIAL TERMS AND CONDITIONS:

- E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Contract, the special terms and conditions shall be subordinate to the Contract's other terms and conditions.
- E.2.. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law. All material and information, regardless of form, medium or method of communication, provided to the Contractor by the State or acquired by the Contractor on behalf of the State that is regarded as confidential under state or federal law shall be regarded as "Confidential Information." Nothing in this Section shall permit Contractor to disclose any Confidential Information, regardless of whether it has been disclosed or made available to the Contractor due to intentional or negligent actions or inactions of agents of the State or third parties. Confidential Information shall not be disclosed except as required or permitted under state or federal law. Contractor shall take all necessary steps to safeguard the confidentiality of such material or information in conformance with applicable state and federal law.

The obligations set forth in this Section shall survive the termination of this Contract.
- E.3. State Ownership of Goods. The State shall have ownership, right, title, and interest in all goods provided by Contractor under this Contract including full rights to use the goods and transfer title in the goods to any third parties.
- E.4. Software License Warranty. Contractor grants a license to the State to use all software provided under this Contract in the course of the State's business and purposes.
- E.5. Software Support and Maintenance Warranty. Contractor shall provide to the State all software upgrades, modifications, bug fixes, or other improvements in its software that it makes generally available to its customers.
- E.6. State Furnished Property. The Contractor shall be responsible for the correct use, maintenance, and protection of all articles of nonexpendable, tangible personal property furnished by the State for the Contractor's use under this Contract. Upon termination of this Contract, all property furnished by the State shall be returned to the State in the same condition as when received, less reasonable wear and tear. Should the property be destroyed, lost, or stolen, the Contractor shall be responsible to the State for the fair market value of the property at the time of loss.

- E.7. Prohibited Advertising or Marketing. The Contractor shall not suggest or imply in advertising or marketing materials that Contractor's goods or services are endorsed by the State. The restrictions on Contractor advertising or marketing materials under this Section shall survive the termination of this Contract.
- E.8. 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 Response to Solicitation 32101-17104 (Attachment A) 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 Tennessee service-disabled veterans. Such reports shall be provided to the State of Tennessee Governor's Office of Diversity Business Enterprise in the required form and substance.

- E.9. Intellectual Property. The Contractor agrees to indemnify and hold harmless the State of Tennessee as well as its officers, agents, and employees from and against any and all claims or suits which may be brought against the State concerning or arising out of any claim of an alleged patent, copyright, trade secret or other intellectual property infringement. In any such claim or action brought against the State, the Contractor shall satisfy and indemnify the State for the amount of any settlement or final judgment, and the Contractor shall be responsible for all legal or other fees or expenses incurred by the State arising from any such claim. The State shall give the Contractor notice of any such claim or suit, however, the failure of the State to give such notice shall only relieve Contractor of its obligations under this Section to the extent Contractor can demonstrate actual prejudice arising from the State's failure to give notice. This Section shall not grant the Contractor, through its attorneys, the right to represent the State of Tennessee in any legal matter, as provided in Tenn. Code Ann. § 8-6-106.
- E.10. Partial Takeover of Contract. The State may, at its convenience and without cause, exercise a partial takeover of any service that the Contractor is obligated to perform under this Contract, including any service which is the subject of a subcontract between Contractor and a third party (a "Partial Takeover"). A Partial Takeover of this Contract by the State shall not be deemed a breach of contract. The Contractor shall be given at least thirty (30) days prior written notice of a Partial Takeover. The notice shall specify the areas of service the State will assume and the date the State will be assuming. The State's exercise of a Partial Takeover shall not alter the Contractor's other duties and responsibilities under this Contract. The State reserves the right to withhold from the Contractor any amounts the Contractor would have been paid but for the State's exercise of a Partial Takeover. The amounts shall be withheld effective as of the date the State exercises its right to a Partial Takeover. The State's exercise of its right to a Partial Takeover of this Contract shall not entitle the Contractor to any actual, general, special, incidental, consequential, or any other damages irrespective of any description or amount.
- E.11. Personally Identifiable Information. While performing its obligations under this Contract, Contractor may have access to Personally Identifiable Information held by the State ("PII"). For the purposes of this Contract, "PII" includes "Nonpublic Personal Information" as that term is defined in Title V of the Gramm-Leach-Bliley Act of 1999 or any successor federal statute, and the rules and regulations thereunder, all as may be amended or supplemented from time to time ("GLBA") and personally identifiable information and other data protected under any other applicable laws, rule or regulation of any jurisdiction relating to disclosure or use of personal information ("Privacy Laws").

Contractor agrees it shall not do or omit to do anything which would cause the State to be in breach of any Privacy Laws. Contractor shall, and shall cause its employees, agents and representatives to: (i) keep PII confidential and may use and disclose PII only as necessary to carry out those specific aspects of the purpose for which the PII was disclosed to Contractor and in accordance with this Contract, GLBA and Privacy Laws; and (ii) implement and maintain

appropriate technical and organizational measures regarding information security to: (A) ensure the security and confidentiality of PII; (B) protect against any threats or hazards to the security or integrity of PII; and (C) prevent unauthorized access to or use of PII.

Contractor shall immediately notify State: (1) of any disclosure or use of any PII by Contractor or any of its employees, agents and representatives in breach of this Contract; and (2) of any disclosure of any PII to Contractor or its employees, agents and representatives where the purpose of such disclosure is not known to Contractor or its employees, agents and representatives. The State reserves the right to review Contractor's policies and procedures used to maintain the security and confidentiality of PII and Contractor shall, and cause its employees, agents and representatives to, comply with all reasonable requests or directions from the State to enable the State to verify and/or procure that Contractor is in full compliance with its obligations under this Contract in relation to PII. Upon termination or expiration of the Contract or at the State's direction at any time in its sole discretion, whichever is earlier, Contractor shall immediately return to the State any and all PII which it has received under this Contract and shall destroy all records of such PII.

The Contractor shall report to the State any instances of unauthorized access to or potential disclosure of PII in the custody or control of Contractor ("Unauthorized Disclosure") that come to the Contractor's attention. Any such report shall be made by the Contractor within twenty-four (24) hours after the Unauthorized Disclosure has come to the attention of the Contractor. Contractor shall take all necessary measures to halt any further Unauthorized Disclosures. The Contractor, at the sole discretion of the State, shall provide no cost credit monitoring services for individuals whose PII was affected by the Unauthorized Disclosure. The Contractor shall bear the cost of notification to all individuals affected by the Unauthorized Disclosure, including individual letters and public notice. The remedies set forth in this Section are not exclusive and are in addition to any claims or remedies available to this State under this Contract or otherwise available at law.

- E.12. Extraneous Terms and Conditions. Contractor shall fill all orders submitted by the State under this Contract. No purchase order, invoice, or other documents associated with any sales, orders, or supply of any good or service under this Contract shall contain any terms or conditions other than as set forth in the Contract. Any such extraneous terms and conditions shall be void, invalid and unenforceable against the State. Any refusal by Contractor to supply any goods or services under this Contract conditioned upon the State submitting to any extraneous terms and conditions shall be a material breach of the Contract and constitute an act of bad faith by Contractor.
- E.13. Additional lines, items, or options. At its sole discretion, the State may make written requests to the Contractor to add items that are needed and within the Scope but were not included in the original Contract. Such items will be added to the Contract through a Memorandum of Understanding ("MOU"), not an amendment.
- a. After the Contractor receives a written request to add items the Contractor shall have ten (10) business days to respond with a written proposal. The Contractor's written proposal shall include:
 - (1) The effect, if any, of adding the items on the other goods or services required under the Contract;
 - (2) Any pricing related to the new items;
 - (3) The expected effective date for the availability of the new items and
 - (4) Any additional information requested by the State.
 - b. The State may negotiate the terms of the Contractor's proposal by requesting revisions to the proposal.
 - c. To indicate acceptance of a proposal, the State will sign it. The signed proposal shall constitute a MOU between the Parties, and the lines, items, or options shall be incorporated into the Contract as if set forth verbatim.

d. Only after a MOU has been executed shall the Contractor perform or deliver the new items.

IN WITNESS WHEREOF,

CONTRACTOR LEGAL ENTITY NAME:

CONTRACTOR SIGNATURE

DATE

PRINTED NAME AND TITLE OF CONTRACTOR SIGNATORY (above)

DEPARTMENT OF GENERAL SERVICES:

ROBERT OGLESBY, COMMISSIONER

DATE

ATTACHMENT A

ATTESTATION RE PERSONNEL USED IN CONTRACT PERFORMANCE

SUBJECT CONTRACT NUMBER:	
CONTRACTOR LEGAL ENTITY NAME:	
EDISON VENDOR IDENTIFICATION NUMBER:	

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

CONTRACTOR SIGNATURE

NOTICE: This attestation MUST be signed by an individual empowered to contractually bind the Contractor. Attach evidence documenting the individual's authority to contractually bind the Contractor, unless the signatory is the Contractor's chief executive or president.

PRINTED NAME AND TITLE OF SIGNATORY

DATE OF ATTESTATION

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

Attachment C Catalog of Services						
		Year 1 April 2, 2017 through April 1, 2018	Year 2 April 2, 2018 through April 1, 2019	Year 3 April 2, 2019 through April 1, 2020	Year 4 April 2, 2020 through April 1, 2021	Year 5 April 2, 2021 through April 1, 2022
I. Archibus Enterprise Software Licensing (Refer to Contract Section A.5 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 WEBC-REPMB-E	\$NUMBER / LICENSE	\$NUMBER / LICENSE	\$NUMBER / LICENSE	\$NUMBER / LICENSE	\$NUMBER / LICENSE
ii.	Commissioning WEBC-COMMIS-E	\$NUMBER / LICENSE	\$NUMBER / LICENSE	\$NUMBER / LICENSE	\$NUMBER / LICENSE	\$NUMBER / LICENSE
ii.	Strategic Financial Analysis WEBC-SFA-E	\$NUMBER / LICENSE	\$NUMBER / LICENSE	\$NUMBER / LICENSE	\$NUMBER / LICENSE	\$NUMBER / LICENSE
iv.	Advanced Portfolio Forecasting WEBC-REPFA-E	\$NUMBER / LICENSE	\$NUMBER / LICENSE	\$NUMBER / LICENSE	\$NUMBER / LICENSE	\$NUMBER / LICENSE
v.	Real Property & Lease Management – Windows RPLM-E	\$NUMBER / LICENSE	\$NUMBER / LICENSE	\$NUMBER / LICENSE	\$NUMBER / LICENSE	\$NUMBER / LICENSE
B.	Capital Project Management					

Attachment C Catalog of Services						
		Year 1 April 2, 2017 through April 1, 2018	Year 2 April 2, 2018 through April 1, 2019	Year 3 April 2, 2019 through April 1, 2020	Year 4 April 2, 2020 through April 1, 2021	Year 5 April 2, 2021 through April 1, 2022
i.	Bundled Package Capital Budgeting + Project Management Including: Capital Budgeting + Project Management WEBC-CBPM-E	\$NUMBER / LICENSE	\$NUMBER / LICENSE	\$NUMBER / LICENSE	\$NUMBER / LICENSE	\$NUMBER / LICENSE
C.	Space Planning and Management					
i.	Bundled Package Space Management including: Space Inventory & Performance, Personnel & Occupancy, and Space Chargeback WEBC-3SMB-E	\$NUMBER / LICENSE	\$NUMBER / LICENSE	\$NUMBER / LICENSE	\$NUMBER / LICENSE	\$NUMBER / LICENSE
ii.	Space Management – Windows SM-E	\$NUMBER / LICENSE	\$NUMBER / LICENSE	\$NUMBER / LICENSE	\$NUMBER / LICENSE	\$NUMBER / LICENSE
iii.	Strategic Space Planning WEBC-SSP-E	\$NUMBER / LICENSE	\$NUMBER / LICENSE	\$NUMBER / LICENSE	\$NUMBER / LICENSE	\$NUMBER / LICENSE
D.	Move Management					
i.	Enterprise Move Management WEBC-MM-E	\$NUMBER / LICENSE	\$NUMBER / LICENSE	\$NUMBER / LICENSE	\$NUMBER / LICENSE	\$NUMBER / LICENSE
E.	Asset Management					
i.	Asset Portal WEBC-AP-E	\$NUMBER / LICENSE	\$NUMBER / LICENSE	\$NUMBER / LICENSE	\$NUMBER / LICENSE	\$NUMBER / LICENSE
ii.	Asset Management (with Asset Portal Functionality) WEBC-AMB-E	\$NUMBER / LICENSE	\$NUMBER / LICENSE	\$NUMBER / LICENSE	\$NUMBER / LICENSE	\$NUMBER / LICENSE

Attachment C Catalog of Services						
		Year 1 April 2, 2017 through April 1, 2018	Year 2 April 2, 2018 through April 1, 2019	Year 3 April 2, 2019 through April 1, 2020	Year 4 April 2, 2020 through April 1, 2021	Year 5 April 2, 2021 through April 1, 2022
iii.	Enterprise Asset Management with Asset Management (Asset Portal Functionality) WEBC-EAM-E	\$NUMBER / LICENSE	\$NUMBER / LICENSE	\$NUMBER / LICENSE	\$NUMBER / LICENSE	\$NUMBER / LICENSE
iv.	Telecommunications Asset Management WEBC-TCAM-E	\$NUMBER / LICENSE	\$NUMBER / LICENSE	\$NUMBER / LICENSE	\$NUMBER / LICENSE	\$NUMBER / LICENSE
v.	Telecommunications & Cable Management – Windows TCM-E	\$NUMBER / LICENSE	\$NUMBER / LICENSE	\$NUMBER / LICENSE	\$NUMBER / LICENSE	\$NUMBER / LICENSE
vi.	Furniture & Equipment Management FEM-E	\$NUMBER / LICENSE	\$NUMBER / LICENSE	\$NUMBER / LICENSE	\$NUMBER / LICENSE	\$NUMBER / LICENSE
F.	Environmental and Risk Management					
i.	Environmental Health & Safety for up to 250 concurrent users WEBC-EHS250-E	\$NUMBER / LICENSE	\$NUMBER / LICENSE	\$NUMBER / LICENSE	\$NUMBER / LICENSE	\$NUMBER / LICENSE
ii.	Environmental & Risk Management 3 Application Bundle for up to 250 Concurrent Users (choose 3 from 9) WEBC-3ERM250-E	\$NUMBER / LICENSE	\$NUMBER / LICENSE	\$NUMBER / LICENSE	\$NUMBER / LICENSE	\$NUMBER / LICENSE
iii.	Environmental & Risk Management 6 Application Bundle for up to 250 Concurrent Users (choose 6 from 9) WEBC-6ERM250-E	\$NUMBER / LICENSE	\$NUMBER / LICENSE	\$NUMBER / LICENSE	\$NUMBER / LICENSE	\$NUMBER / LICENSE
iv.	Environmental & Risk Management 6 Application Bundle for up to 250 Concurrent Users WEBC-9ERM250-E	\$NUMBER / LICENSE	\$NUMBER / LICENSE	\$NUMBER / LICENSE	\$NUMBER / LICENSE	\$NUMBER / LICENSE

Attachment C Catalog of Services						
		Year 1 April 2, 2017 through April 1, 2018	Year 2 April 2, 2018 through April 1, 2019	Year 3 April 2, 2019 through April 1, 2020	Year 4 April 2, 2020 through April 1, 2021	Year 5 April 2, 2021 through April 1, 2022
v.	Clean Building for up to 250 Concurrent Users WEBC-CLNB250-E	\$NUMBER / LICENSE	\$NUMBER / LICENSE	\$NUMBER / LICENSE	\$NUMBER / LICENSE	\$NUMBER / LICENSE
vi.	Hazardous Materials (formerly MSDS) for up to 250 Concurrent Users WEBC-HM250-E	\$NUMBER / LICENSE	\$NUMBER / LICENSE	\$NUMBER / LICENSE	\$NUMBER / LICENSE	\$NUMBER / LICENSE
vii.	Waste Management for up to 250 Concurrent Users WEBC-WM250-E	\$NUMBER / LICENSE	\$NUMBER / LICENSE	\$NUMBER / LICENSE	\$NUMBER / LICENSE	\$NUMBER / LICENSE
viii.	Energy Management WEBC-EM250-E	\$NUMBER / LICENSE	\$NUMBER / LICENSE	\$NUMBER / LICENSE	\$NUMBER / LICENSE	\$NUMBER / LICENSE
ix.	Emergency Preparedness for up to 250 Concurrent users WEBC-EP250-E	\$NUMBER / LICENSE	\$NUMBER / LICENSE	\$NUMBER / LICENSE	\$NUMBER / LICENSE	\$NUMBER / LICENSE
x.	Compliance Management for up to 250 Concurrent Users WEBC-COMPMGMT250-E	\$NUMBER / LICENSE	\$NUMBER / LICENSE	\$NUMBER / LICENSE	\$NUMBER / LICENSE	\$NUMBER / LICENSE
xi.	Environmental Sustainability Assessment for up to 250 Concurrent Users WEBC-ESA250-E	\$NUMBER / LICENSE	\$NUMBER / LICENSE	\$NUMBER / LICENSE	\$NUMBER / LICENSE	\$NUMBER / LICENSE
xii.	Green Building for up to 250 Concurrent Users WEBC-GB250-E	\$NUMBER / LICENSE	\$NUMBER / LICENSE	\$NUMBER / LICENSE	\$NUMBER / LICENSE	\$NUMBER / LICENSE
G.	Building Operations					

Attachment C Catalog of Services						
		Year 1 April 2, 2017 through April 1, 2018	Year 2 April 2, 2018 through April 1, 2019	Year 3 April 2, 2019 through April 1, 2020	Year 4 April 2, 2020 through April 1, 2021	Year 5 April 2, 2021 through April 1, 2022
i.	Bundled Package On Demand Work + Preventive Maintenance + Service Desk WEBC-3MNT-E	\$NUMBER / LICENSE	\$NUMBER / LICENSE	\$NUMBER / LICENSE	\$NUMBER / LICENSE	\$NUMBER / LICENSE
ii.	Condition Assessment WEBC-CA-E	\$NUMBER / LICENSE	\$NUMBER / LICENSE	\$NUMBER / LICENSE	\$NUMBER / LICENSE	\$NUMBER / LICENSE
H.	Workplace Services					
i.	Bundled Package - Reservations + Hoteling Includes: Reservations and Hoteling WEBC-2WSB-E	\$NUMBER / LICENSE	\$NUMBER / LICENSE	\$NUMBER / LICENSE	\$NUMBER / LICENSE	\$NUMBER / LICENSE
ii.	Reservations WEBC-RR-E	\$ / LICENSE	\$ / LICENSE	\$ / LICENSE	\$ / LICENSE	\$ / LICENSE
iii.	Reservations Plugin for Microsoft Outlook WEBC-RRROPLIN-E	\$ / LICENSE	\$ / LICENSE	\$ / LICENSE	\$ / LICENSE	\$ / LICENSE
iv.	Reservations Extension for Microsoft Exchange RREMSX-E	\$ / LICENSE	\$ / LICENSE	\$ / LICENSE	\$ / LICENSE	\$ / LICENSE
v.	Service Desk WEBC-SD-E	\$ / LICENSE	\$ / LICENSE	\$ / LICENSE	\$ / LICENSE	\$ / LICENSE
vi.	Hoteling WEBC-HOTL-E	\$ / LICENSE	\$ / LICENSE	\$ / LICENSE	\$ / LICENSE	\$ / LICENSE
vii.	Fleet Management – Web Central (an Archibus Solutions Center product)	\$ / LICENSE	\$ / LICENSE	\$ / LICENSE	\$ / LICENSE	\$ / LICENSE
I.	Technology Extensions/Plug-Ins					
i.	Smart Client Extension for Auto CAD WEBC-SDEAC-E	\$NUMBER / LICENSE	\$NUMBER / LICENSE	\$NUMBER / LICENSE	\$NUMBER / LICENSE	\$NUMBER / LICENSE

Attachment C Catalog of Services						
		Year 1 April 2, 2017 through April 1, 2018	Year 2 April 2, 2018 through April 1, 2019	Year 3 April 2, 2019 through April 1, 2020	Year 4 April 2, 2020 through April 1, 2021	Year 5 April 2, 2021 through April 1, 2022
ii.	Overlay with Design Management for Auto CAD ODM-E	\$NUMBER / LICENSE	\$NUMBER / LICENSE	\$NUMBER / LICENSE	\$NUMBER / LICENSE	\$NUMBER / LICENSE
iii.	Smart Client Extension for Revit WEBC-SCEBIM-E	\$NUMBER / LICENSE	\$NUMBER / LICENSE	\$NUMBER / LICENSE	\$NUMBER / LICENSE	\$NUMBER / LICENSE
iv.	Overlay for Revit Upgrade (adds Revit functionality to existing overlay) UPG-REV-E	\$NUMBER / LICENSE	\$NUMBER / LICENSE	\$NUMBER / LICENSE	\$NUMBER / LICENSE	\$NUMBER / LICENSE
v.	Upgrade from Smart Client Extension for AutoCAD to Smart Client Extension for AutoCAD & Revit UPG-SCACSCR-E	\$NUMBER / LICENSE	\$NUMBER / LICENSE	\$NUMBER / LICENSE	\$NUMBER / LICENSE	\$NUMBER / LICENSE
vi.	Smart Client Extension for AutoCAD & Revit WEBC-SCEREV-E	\$NUMBER / LICENSE	\$NUMBER / LICENSE	\$NUMBER / LICENSE	\$NUMBER / LICENSE	\$NUMBER / LICENSE
vii.	Web Central 3D Navigator WEBC-3DN250	\$NUMBER / LICENSE	\$NUMBER / LICENSE	\$NUMBER / LICENSE	\$NUMBER / LICENSE	\$NUMBER / LICENSE
viii.	Archibus Mobile Framework WEBC-AMF250-E	\$NUMBER / LICENSE	\$NUMBER / LICENSE	\$NUMBER / LICENSE	\$NUMBER / LICENSE	\$NUMBER / LICENSE
ix.	ARCHIBUS Performance Metrics Framework (for up to 250 Users) WEBC-APMF250-E	\$NUMBER / LICENSE	\$NUMBER / LICENSE	\$NUMBER / LICENSE	\$NUMBER / LICENSE	\$NUMBER / LICENSE
x.	Geospatial Extensions for ESRI EXT-ESRI-E	\$NUMBER / LICENSE	\$NUMBER / LICENSE	\$NUMBER / LICENSE	\$NUMBER / LICENSE	\$NUMBER / LICENSE
J.	Application Connection Points (ACP)					
i.	10 Concurrent User Package ACP-10-E	\$NUMBER / LICENSE	\$NUMBER / LICENSE	\$NUMBER / LICENSE	\$NUMBER / LICENSE	\$NUMBER / LICENSE

Attachment C Catalog of Services						
		Year 1 April 2, 2017 through April 1, 2018	Year 2 April 2, 2018 through April 1, 2019	Year 3 April 2, 2019 through April 1, 2020	Year 4 April 2, 2020 through April 1, 2021	Year 5 April 2, 2021 through April 1, 2022
ii.	25 Concurrent User Package ACP-25-E	\$NUMBER / LICENSE	\$NUMBER / LICENSE	\$NUMBER / LICENSE	\$NUMBER / LICENSE	\$NUMBER / LICENSE
iii.	50 Concurrent User Package ACP-50-E	\$NUMBER / LICENSE	\$NUMBER / LICENSE	\$NUMBER / LICENSE	\$NUMBER / LICENSE	\$NUMBER / LICENSE
iv.	100 Concurrent User Package ACP-100-E	\$NUMBER / LICENSE	\$NUMBER / LICENSE	\$NUMBER / LICENSE	\$NUMBER / LICENSE	\$NUMBER / LICENSE
v.	250 Concurrent User Package ACP-250-E	\$NUMBER / LICENSE	\$NUMBER / LICENSE	\$NUMBER / LICENSE	\$NUMBER / LICENSE	\$NUMBER / LICENSE
vi.	Executive Information System (EIS) EIS-E	\$NUMBER / LICENSE	\$NUMBER / LICENSE	\$NUMBER / LICENSE	\$NUMBER / LICENSE	\$NUMBER / LICENSE
vii.	Web Central Core Program WEBC-CORE-E	\$NUMBER / LICENSE	\$NUMBER / LICENSE	\$NUMBER / LICENSE	\$NUMBER / LICENSE	\$NUMBER / LICENSE
K.	Infrastructure Connection Points (ICP)					
i.	ICP concurrent user license – Windows ICP-A-E	\$NUMBER / LICENSE	\$NUMBER / LICENSE	\$NUMBER / LICENSE	\$NUMBER / LICENSE	\$NUMBER / LICENSE
ii.	EAL-Enterprise Access License					
iii.	EALs - 10 simultaneous access points EAL-10-E	\$NUMBER / LICENSE	\$NUMBER / LICENSE	\$NUMBER / LICENSE	\$NUMBER / LICENSE	\$NUMBER / LICENSE
iv.	EALs - 25 simultaneous access points EAL-25-E	\$NUMBER / LICENSE	\$NUMBER / LICENSE	\$NUMBER / LICENSE	\$NUMBER / LICENSE	\$NUMBER / LICENSE
v.	EALs - 50 simultaneous access points EAL-50-E	\$ / LICENSE	\$NUMBER / LICENSE	\$NUMBER / LICENSE	\$NUMBER / LICENSE	\$NUMBER / LICENSE

Attachment C Catalog of Services						
		Year 1 April 2, 2017 through April 1, 2018	Year 2 April 2, 2018 through April 1, 2019	Year 3 April 2, 2019 through April 1, 2020	Year 4 April 2, 2020 through April 1, 2021	Year 5 April 2, 2021 through April 1, 2022
vi.	EALs - 100 simultaneous access points EAL-100-E	\$NUMBER / LICENSE	\$NUMBER / LICENSE	\$NUMBER / LICENSE	\$NUMBER / LICENSE	\$NUMBER / LICENSE

Attachment C Catalog of Services						
		Year 1 April 2, 2017 through April 1, 2018	Year 2 April 2, 2018 through April 1, 2019	Year 3 April 2, 2019 through April 1, 2020	Year 4 April 2, 2020 through April 1, 2021	Year 5 April 2, 2021 through April 1, 2022
II. Archibus Enterprise Software Subscriptions (Refer to Contract Section A.5, 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 SS-WEBC-REPMB-E	\$NUMBER / LICENSE Subscription	\$NUMBER / LICENSE Subscription	\$NUMBER / LICENSE Subscription	\$NUMBER / LICENSE Subscription	\$NUMBER / LICENSE Subscription
ii.	Commissioning SS-WEBC-COMMIS-E	\$NUMBER / LICENSE Subscription	\$NUMBER / LICENSE Subscription	\$NUMBER / LICENSE Subscription	\$NUMBER / LICENSE Subscription	\$NUMBER / LICENSE Subscription
iii.	Strategic Financial Analysis SS-WEBC-SFA-E	\$NUMBER / LICENSE Subscription	\$NUMBER / LICENSE Subscription	\$NUMBER / LICENSE Subscription	\$NUMBER / LICENSE Subscription	\$NUMBER / LICENSE Subscription
iv.	Advanced Portfolio Forecasting SS-WEBC-REPFA-E	\$NUMBER / LICENSE Subscription	\$NUMBER / LICENSE Subscription	\$NUMBER / LICENSE Subscription	\$NUMBER / LICENSE Subscription	\$NUMBER / LICENSE Subscription

Attachment C Catalog of Services						
		Year 1 April 2, 2017 through April 1, 2018	Year 2 April 2, 2018 through April 1, 2019	Year 3 April 2, 2019 through April 1, 2020	Year 4 April 2, 2020 through April 1, 2021	Year 5 April 2, 2021 through April 1, 2022
II. Archibus Enterprise Software Subscriptions (Refer to Contract Section A.5, Archibus Software Licensing and Upgrades)						
v.	Real Property & Lease Management – Windows SS-RPLM-E	\$NUMBER / LICENSE Subscription	\$NUMBER / LICENSE Subscription	\$NUMBER / LICENSE Subscription	\$NUMBER / LICENSE Subscription	\$NUMBER / LICENSE Subscription
B.	Capital Project Management					
i.	Bundled Package Capital Budgeting + Project Management Including: Capital Budgeting + Project Management SS-WEBC-CBPM-E	\$NUMBER / LICENSE Subscription	\$NUMBER / LICENSE Subscription	\$NUMBER / LICENSE Subscription	\$NUMBER / LICENSE Subscription	\$NUMBER / LICENSE Subscription
C.	Space Planning and Management					
i.	Bundled Package Space Management including: Space Inventory & Performance, Personnel & Occupancy, and Space Chargeback SS-WEBC-3SMB-E	\$NUMBER / LICENSE Subscription	\$NUMBER / LICENSE Subscription	\$NUMBER / LICENSE Subscription	\$NUMBER / LICENSE Subscription	\$NUMBER / LICENSE Subscription
ii.	Space Management – Windows SS-SM-E	\$NUMBER / LICENSE Subscription	\$NUMBER / LICENSE Subscription	\$NUMBER / LICENSE Subscription	\$NUMBER / LICENSE Subscription	\$NUMBER / LICENSE Subscription
iii.	Strategic Space Planning SS-WEBC-SSP-E	\$NUMBER / LICENSE Subscription	\$NUMBER / LICENSE Subscription	\$NUMBER / LICENSE Subscription	\$NUMBER / LICENSE Subscription	\$NUMBER / LICENSE Subscription
D.	Move Management					

Attachment C Catalog of Services						
		Year 1 April 2, 2017 through April 1, 2018	Year 2 April 2, 2018 through April 1, 2019	Year 3 April 2, 2019 through April 1, 2020	Year 4 April 2, 2020 through April 1, 2021	Year 5 April 2, 2021 through April 1, 2022
II. Archibus Enterprise Software Subscriptions (Refer to Contract Section A.5, Archibus Software Licensing and Upgrades)						
i.	Enterprise Move Management SS-WEBC-MM-E	\$NUMBER / LICENSE Subscription	\$NUMBER / LICENSE Subscription	\$NUMBER / LICENSE Subscription	\$NUMBER / LICENSE Subscription	\$NUMBER / LICENSE Subscription
E.	Asset Management					
i.	Asset Portal SS-WEBC-AP-E	\$NUMBER / LICENSE Subscription	\$NUMBER / LICENSE Subscription	\$NUMBER / LICENSE Subscription	\$NUMBER / LICENSE Subscription	\$NUMBER / LICENSE Subscription
ii.	Asset Management (with Asset Portal Functionality) SS-WEBC-AMB-E	\$NUMBER / LICENSE Subscription	\$NUMBER / LICENSE Subscription	\$NUMBER / LICENSE Subscription	\$NUMBER / LICENSE Subscription	\$NUMBER / LICENSE Subscription
iii.	Enterprise Asset Management with Asset Management (Asset Portal Functionality) SS-WEBC-EAM-E	\$NUMBER / LICENSE Subscription	\$NUMBER / LICENSE Subscription	\$NUMBER / LICENSE Subscription	\$NUMBER / LICENSE Subscription	\$NUMBER / LICENSE Subscription
iv.	Telecommunications Asset Management SS-WEBC-TCAM-E	\$NUMBER / LICENSE Subscription	\$NUMBER / LICENSE Subscription	\$NUMBER / LICENSE Subscription	\$NUMBER / LICENSE Subscription	\$NUMBER / LICENSE Subscription
v.	Telecommunications & Cable Management – Windows SS-TCM-E	\$NUMBER / LICENSE Subscription	\$NUMBER / LICENSE Subscription	\$NUMBER / LICENSE Subscription	\$NUMBER / LICENSE Subscription	\$NUMBER / LICENSE Subscription
vi.	Furniture & Equipment Management SS-FEM-E	\$NUMBER / LICENSE Subscription	\$NUMBER / LICENSE Subscription	\$NUMBER / LICENSE Subscription	\$NUMBER / LICENSE Subscription	\$NUMBER / LICENSE Subscription
F.	Environmental and Risk Management					
i.	Environmental Health & Safety for up to 250 concurrent users SS-WEBC-EHS250-E	\$NUMBER / LICENSE Subscription	\$NUMBER / LICENSE Subscription	\$NUMBER / LICENSE Subscription	\$NUMBER / LICENSE Subscription	\$NUMBER / LICENSE Subscription

Attachment C Catalog of Services						
		Year 1 April 2, 2017 through April 1, 2018	Year 2 April 2, 2018 through April 1, 2019	Year 3 April 2, 2019 through April 1, 2020	Year 4 April 2, 2020 through April 1, 2021	Year 5 April 2, 2021 through April 1, 2022
II. Archibus Enterprise Software Subscriptions (Refer to Contract Section A.5, Archibus Software Licensing and Upgrades)						
ii.	Environmental & Risk Management 3 Application Bundle for up to 250 Concurrent Users (choose 3 from 9) SS-WEBC-3ERM250-E	\$NUMBER / LICENSE Subscription	\$NUMBER / LICENSE Subscription	\$NUMBER / LICENSE Subscription	\$NUMBER / LICENSE Subscription	\$NUMBER / LICENSE Subscription
iii.	Environmental & Risk Management 6 Application Bundle for up to 250 Concurrent Users (choose 6 from 9) SS-WEBC-6ERM250-E	\$NUMBER / LICENSE Subscription	\$NUMBER / LICENSE Subscription	\$NUMBER / LICENSE Subscription	\$NUMBER / LICENSE Subscription	\$NUMBER / LICENSE Subscription
iv.	Environmental & Risk Management 9 Application Bundle for up to 250 Concurrent Users SS-WEBC-9ERM250-E	\$NUMBER / LICENSE Subscription	\$NUMBER / LICENSE Subscription	\$NUMBER / LICENSE Subscription	\$NUMBER / LICENSE Subscription	\$NUMBER / LICENSE Subscription
v.	Clean Building for up to 250 Concurrent Users SS-WEBC-CLNB250-E	\$NUMBER / LICENSE Subscription	\$NUMBER / LICENSE Subscription	\$NUMBER / LICENSE Subscription	\$NUMBER / LICENSE Subscription	\$NUMBER / LICENSE Subscription
vi.	Hazardous Materials (formerly MSDS) for up to 250 Concurrent Users SS-WEBC-HM250-E	\$NUMBER / LICENSE Subscription	\$NUMBER / LICENSE Subscription	\$NUMBER / LICENSE Subscription	\$NUMBER / LICENSE Subscription	\$NUMBER / LICENSE Subscription
vii.	Waste Management for up to 250 Concurrent Users SS-WEBC-WM250-E	\$NUMBER / LICENSE Subscription	\$NUMBER / LICENSE Subscription	\$NUMBER / LICENSE Subscription	\$NUMBER / LICENSE Subscription	\$NUMBER / LICENSE Subscription
viii.	Energy Management SS-WEBC-EM250-E	\$NUMBER / LICENSE Subscription	\$NUMBER / LICENSE Subscription	\$NUMBER / LICENSE Subscription	\$NUMBER / LICENSE Subscription	\$NUMBER / LICENSE Subscription
ix.	Emergency Preparedness for up to 250 Concurrent users SS-WEBC-EP250-E	\$NUMBER / LICENSE Subscription	\$NUMBER / LICENSE Subscription	\$NUMBER / LICENSE Subscription	\$NUMBER / LICENSE Subscription	\$NUMBER / LICENSE Subscription

Attachment C Catalog of Services						
		Year 1 April 2, 2017 through April 1, 2018	Year 2 April 2, 2018 through April 1, 2019	Year 3 April 2, 2019 through April 1, 2020	Year 4 April 2, 2020 through April 1, 2021	Year 5 April 2, 2021 through April 1, 2022
II. Archibus Enterprise Software Subscriptions (Refer to Contract Section A.5, Archibus Software Licensing and Upgrades)						
x.	Compliance Management for up to 250 Concurrent Users SS-WEBC-COMPMGMT250-E	\$NUMBER / LICENSE Subscription	\$NUMBER / LICENSE Subscription	\$NUMBER / LICENSE Subscription	\$NUMBER / LICENSE Subscription	\$NUMBER / LICENSE Subscription
xi.	Environmental Sustainability Assessment for up to 250 Concurrent Users SS-WEBC-ESA250-E	\$NUMBER / LICENSE Subscription	\$NUMBER / LICENSE Subscription	\$NUMBER / LICENSE Subscription	\$NUMBER / LICENSE Subscription	\$NUMBER / LICENSE Subscription
xii.	Green Building for up to 250 Concurrent Users SS-WEBC-GB250-E	\$NUMBER / LICENSE Subscription	\$NUMBER / LICENSE Subscription	\$NUMBER / LICENSE Subscription	\$NUMBER / LICENSE Subscription	\$NUMBER / LICENSE Subscription
G.	Building Operations					
i.	Bundled Package On Demand Work + Preventive Maintenance + Service Desk SS-WEBC-3MNT-E	\$NUMBER / LICENSE Subscription	\$NUMBER / LICENSE Subscription	\$NUMBER / LICENSE Subscription	\$NUMBER / LICENSE Subscription	\$NUMBER / LICENSE Subscription
ii.	Condition Assessment SS-WEBC-CA-E	\$NUMBER / LICENSE Subscription	\$NUMBER / LICENSE Subscription	\$NUMBER / LICENSE Subscription	\$NUMBER / LICENSE Subscription	\$NUMBER / LICENSE Subscription
H.	Workplace Services					
i.	Bundled Package - Reservations + Hoteling Includes: Reservations and Hoteling SS-WEBC-2WSB-E	\$NUMBER / LICENSE Subscription	\$NUMBER / LICENSE Subscription	\$NUMBER / LICENSE Subscription	\$NUMBER / LICENSE Subscription	\$NUMBER / LICENSE Subscription
ii.	Reservations SS-WEBC-RR-E	\$NUMBER / LICENSE Subscription	\$NUMBER / LICENSE Subscription	\$NUMBER / LICENSE Subscription	\$NUMBER / LICENSE Subscription	\$NUMBER / LICENSE Subscription
iii.	Reservations Plugin for Microsoft Outlook SS-WEBC-RRLOPLIN-E	\$NUMBER / LICENSE Subscription	\$NUMBER / LICENSE Subscription	\$NUMBER / LICENSE Subscription	\$NUMBER / LICENSE Subscription	\$NUMBER / LICENSE Subscription

Attachment C Catalog of Services						
		Year 1 April 2, 2017 through April 1, 2018	Year 2 April 2, 2018 through April 1, 2019	Year 3 April 2, 2019 through April 1, 2020	Year 4 April 2, 2020 through April 1, 2021	Year 5 April 2, 2021 through April 1, 2022
II. Archibus Enterprise Software Subscriptions (Refer to Contract Section A.5, Archibus Software Licensing and Upgrades)						
iv.	Reservations Extension for Microsoft Exchange SS-RREMSX-E	\$NUMBER / LICENSE Subscription	\$NUMBER / LICENSE Subscription	\$NUMBER / LICENSE Subscription	\$NUMBER / LICENSE Subscription	\$NUMBER / LICENSE Subscription
v.	Service Desk SS-WEBC-SD-E	\$NUMBER / LICENSE Subscription	\$NUMBER / LICENSE Subscription	\$NUMBER / LICENSE Subscription	\$NUMBER / LICENSE Subscription	\$NUMBER / LICENSE Subscription
vi.	Hoteling SS-WEBC-HOTL-E	\$NUMBER / LICENSE Subscription	\$NUMBER / LICENSE Subscription	\$NUMBER / LICENSE Subscription	\$NUMBER / LICENSE Subscription	\$NUMBER / LICENSE Subscription
vii.	Fleet Management – Web Central (an Archibus Solutions Center product)	\$NUMBER / LICENSE Subscription	\$NUMBER / LICENSE Subscription	\$NUMBER / LICENSE Subscription	\$NUMBER / LICENSE Subscription	\$NUMBER / LICENSE Subscription
I.	Technology Extensions/Plug-Ins					
i.	Smart Client Extension for Auto CAD SS-WEBC-SDEAC-E	\$NUMBER / LICENSE Subscription	\$NUMBER / LICENSE Subscription	\$NUMBER / LICENSE Subscription	\$NUMBER / LICENSE Subscription	\$NUMBER / LICENSE Subscription
ii.	Overlay with Design Management for Auto CAD SS-ODM-E	\$NUMBER / LICENSE Subscription	\$NUMBER / LICENSE Subscription	\$NUMBER / LICENSE Subscription	\$NUMBER / LICENSE Subscription	\$NUMBER / LICENSE Subscription
iii.	Smart Client Extension for Revit SS-WEBC-SCEBIM-E	\$NUMBER / LICENSE Subscription	\$NUMBER / LICENSE Subscription	\$NUMBER / LICENSE Subscription	\$NUMBER / LICENSE Subscription	\$NUMBER / LICENSE Subscription
iv.	Smart Client Extension for AutoCAD & Revit SS-WEBC-SCEREV-E	\$NUMBER / LICENSE Subscription	\$NUMBER / LICENSE Subscription	\$NUMBER / LICENSE Subscription	\$NUMBER / LICENSE Subscription	\$NUMBER / LICENSE Subscription
v.	Web Central 3D Navigator SS-WEBC-3DN250	\$NUMBER / LICENSE Subscription	\$NUMBER / LICENSE Subscription	\$NUMBER / LICENSE Subscription	\$NUMBER / LICENSE Subscription	\$NUMBER / LICENSE Subscription
vi.	Archibus Mobile Framework SS-WEBC-AMF250-E	\$NUMBER / LICENSE Subscription	\$NUMBER / LICENSE Subscription	\$NUMBER / LICENSE Subscription	\$NUMBER / LICENSE Subscription	\$NUMBER / LICENSE Subscription

Attachment C Catalog of Services						
		Year 1 April 2, 2017 through April 1, 2018	Year 2 April 2, 2018 through April 1, 2019	Year 3 April 2, 2019 through April 1, 2020	Year 4 April 2, 2020 through April 1, 2021	Year 5 April 2, 2021 through April 1, 2022
II. Archibus Enterprise Software Subscriptions (Refer to Contract Section A.5, Archibus Software Licensing and Upgrades)						
vii.	ARCHIBUS Performance Metrics Framework (for up to 250 Users) SS-WEBC-APMF250-E	\$NUMBER / LICENSE Subscription	\$NUMBER / LICENSE Subscription	\$NUMBER / LICENSE Subscription	\$NUMBER / LICENSE Subscription	\$NUMBER / LICENSE Subscription
viii.	Geospatial Extensions for ESRI SS-EXT-ESRI-E	\$NUMBER / LICENSE Subscription	\$NUMBER / LICENSE Subscription	\$NUMBER / LICENSE Subscription	\$NUMBER / LICENSE Subscription	\$NUMBER / LICENSE Subscription
J.	Application Connection Points (ACP)					
i.	10 Concurrent User Package SS-ACP-10-E	\$NUMBER / LICENSE Subscription	\$NUMBER / LICENSE Subscription	\$NUMBER / LICENSE Subscription	\$NUMBER / LICENSE Subscription	\$NUMBER / LICENSE Subscription
ii.	25 Concurrent User Package SS- ACP-25-E	\$NUMBER / LICENSE Subscription	\$NUMBER / LICENSE Subscription	\$NUMBER / LICENSE Subscription	\$NUMBER / LICENSE Subscription	\$NUMBER / LICENSE Subscription
iii.	50 Concurrent User Package SS- ACP-50-E	\$NUMBER / LICENSE Subscription	\$NUMBER / LICENSE Subscription	\$NUMBER / LICENSE Subscription	\$NUMBER / LICENSE Subscription	\$NUMBER / LICENSE Subscription
iv.	100 Concurrent User Package SS- ACP-100-E	\$NUMBER / LICENSE Subscription	\$NUMBER / LICENSE Subscription	\$NUMBER / LICENSE Subscription	\$NUMBER / LICENSE Subscription	\$NUMBER / LICENSE Subscription
v.	250 Concurrent User Package SS- ACP-250-E	\$NUMBER / LICENSE Subscription	\$NUMBER / LICENSE Subscription	\$NUMBER / LICENSE Subscription	\$NUMBER / LICENSE Subscription	\$NUMBER / LICENSE Subscription
vi.	Executive Information System – One (1) Concurrent User SS-EIS-E	\$NUMBER / LICENSE Subscription	\$NUMBER / LICENSE Subscription	\$NUMBER / LICENSE Subscription	\$NUMBER / LICENSE Subscription	\$NUMBER / LICENSE Subscription
vii.	Web Central Core Program SS-WEBC-CORE-E	\$NUMBER / LICENSE Subscription	\$NUMBER / LICENSE Subscription	\$NUMBER / LICENSE Subscription	\$NUMBER / LICENSE Subscription	\$NUMBER / LICENSE Subscription

Attachment C Catalog of Services						
		Year 1 April 2, 2017 through April 1, 2018	Year 2 April 2, 2018 through April 1, 2019	Year 3 April 2, 2019 through April 1, 2020	Year 4 April 2, 2020 through April 1, 2021	Year 5 April 2, 2021 through April 1, 2022
II. Archibus Enterprise Software Subscriptions (Refer to Contract Section A.5, Archibus Software Licensing and Upgrades)						
K.	Infrastructure Connection Points (ICP)					
i..	ICP concurrent user license – Windows SS-ICP-A-E	\$NUMBER / LICENSE Subscription	\$NUMBER / LICENSE Subscription	\$NUMBER / LICENSE Subscription	\$NUMBER / LICENSE Subscription	\$NUMBER / LICENSE Subscription
ii.	EAL – Enterprise Access License					
iii.	EALs - 10 simultaneous access points SS-EAL-10-E	\$NUMBER / LICENSE Subscription	\$NUMBER / LICENSE Subscription	\$NUMBER / LICENSE Subscription	\$NUMBER / LICENSE Subscription	\$NUMBER / LICENSE Subscription
iv.	EALs - 25 simultaneous access points SS-EAL-25-E	\$NUMBER / LICENSE Subscription	\$NUMBER / LICENSE Subscription	\$NUMBER / LICENSE Subscription	\$NUMBER / LICENSE Subscription	\$NUMBER / LICENSE Subscription
v.	EALs - 50 simultaneous access points SS-EAL-50-E	\$NUMBER / LICENSE Subscription	\$NUMBER / LICENSE Subscription	\$NUMBER / LICENSE Subscription	\$NUMBER / LICENSE Subscription	\$NUMBER / LICENSE Subscription
vi.	EALs - 100 simultaneous access points SS-EAL-100-E	\$NUMBER / LICENSE Subscription	\$NUMBER / LICENSE Subscription	\$NUMBER / LICENSE Subscription	\$NUMBER / LICENSE Subscription	\$NUMBER / LICENSE Subscription

Attachment C Catalog of Services						
		Year 1 April 2, 2017 – April 1, 2018	Year 2 April 2, 2018 – April 1, 2019	Year 3 April 2, 2019 – April 1, 2020	Year 4 April 2, 2020 – April 1, 2021	Year 5 April 2, 2021 – April 1, 2022
III. Archibus Technical Support Services (Refer to Contract A.6., Archibus Technical Support)						
A.	Technical Support	\$NUMBER / HOUR	\$NUMBER / HOUR	\$NUMBER / HOUR	\$NUMBER / HOUR	\$NUMBER / HOUR

Attachment C Catalog of Services						
IV. Archibus Consulting Services (Refer to Contract A.13., (ARCHIBUS Support Staff Skills and Experience))						
A.	Personnel					
i.	Project Manager	\$NUMBER / HOUR	\$NUMBER / HOUR	\$NUMBER / HOUR	\$NUMBER / HOUR	\$NUMBER / HOUR
ii.	System Engineer	\$NUMBER / HOUR	\$NUMBER / HOUR	\$NUMBER / HOUR	\$NUMBER / HOUR	\$NUMBER / HOUR
iii.	System Programmer	\$NUMBER / HOUR	\$NUMBER / HOUR	\$NUMBER / HOUR	\$NUMBER / HOUR	\$NUMBER / HOUR
iv.	Senior CAD Technician	\$NUMBER / HOUR	\$NUMBER / HOUR	\$NUMBER / HOUR	\$NUMBER / HOUR	\$NUMBER / HOUR
v.	CAD Technician	\$NUMBER / HOUR	\$NUMBER / HOUR	\$NUMBER / HOUR	\$NUMBER / HOUR	\$NUMBER / HOUR
vi.	Training Services	\$NUMBER / HOUR	\$NUMBER / HOUR	\$NUMBER / HOUR	\$NUMBER / HOUR	\$NUMBER / HOUR
vii.	Estimating Services	\$NUMBER / HOUR	\$NUMBER / HOUR	\$NUMBER / HOUR	\$NUMBER / HOUR	\$NUMBER / HOUR

Archibus Statement of Work

For Archibus Licensing, Maintenance, and Support Services

SOW Work Number: _____

SOW Project Name: _____

Incident # / Request #: _____

Date Initiated: _____

State Contact: _____ Phone: _____

Vendor Contact: _____ Phone: _____

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)

UNIT DESCRIPTION	UNIT COST	UNITS REQUIRED	EXTENDED COST

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:	
Date:	

Printed Name:	
Date:	

CC: General Services/STREAM Contact

(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).

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**REQUEST FOR CONFIDENTIAL DOCUMENTS**

In order to receive the confidential documents described in the Solicitation, the State must receive a Notice of Intent to Propose (filed separately) and a signature on the attached Confidentiality Agreement by an officer of the prospective respondent who is authorized to bind the company.

CONFIDENTIALITY AGREEMENT

_____, a Prospective Respondent on a procurement with the State of Tennessee (hereinafter "Prospective Respondent"), will be provided with copies of the following documents for the purposes of preparing a response to this procurement.

1. Edison Business Partner Interfaces – Technical Quick Start Guide
2. Enterprise Technology Architecture Standard Products

In consideration for access to these documents, Prospective Respondent agrees as follows:

1. These documents are confidential and proprietary and are not public records of the State of Tennessee.
2. These documents, or copies thereof, will only be disclosed to authorized employees and contractors of Prospective Respondent who need access to them for the purpose of preparing a response to the procurement. All individuals entrusted with these documents, or the information contained therein, will be notified of the confidentiality restrictions.
3. Prospective Respondent will maintain reasonable security procedures to protect paper and electronic copies of these documents.
4. If Prospective Respondent chooses not to offer a response or if the response does not result in a contract with the State, the Prospective Respondent will destroy all copies of the documents within a reasonable time. If requested by the State, Prospective Respondent will certify in writing that the confidential documents were destroyed.
5. If Prospective Respondent enters into a contract with the State based on this procurement, this confidentiality agreement will expire upon signature of the contract, and the confidentiality provisions of the contract will control.
6. Prospective Respondent agrees that unauthorized release of the documents would cause such harm to the State that injunctive relief would be an appropriate remedy. If any court rules that Prospective Respondent has breached this confidentiality agreement, Prospective Respondent shall reimburse the State for its cost of litigation, including attorney's fees, as well as any damages awarded by the court.
7. This confidentiality agreement shall be interpreted under the laws of the State of Tennessee.

(signature)

(name of company)

Signature of this document constitutes certification that the person signing the document has the authority to bind the company.

for State of Tennessee