



**STATE OF TENNESSEE  
DEPARTMENT OF TRANSPORTATION**

**REQUEST FOR PROPOSALS  
FOR  
ELECTRONIC CONSTRUCTION PLANS COLLABORATION AND STORAGE  
(ECPCS)**

**RFP # 40100-50919**

**RELEASE #4**

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## 1. INTRODUCTION

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The State of Tennessee, Department of Transportation, hereinafter referred to as “the State” or “TDOT,” issues 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 respondents, including those that are owned by minorities, women, service-disabled veterans, persons with disabilities and small business enterprises, an opportunity to do business with the state as contractors, subcontractors or suppliers.

**BACKGROUND:** TDOT currently utilizes a vendor-hosted, secure, cloud-based software to store and share construction plans with TDOT staff members, contractors, and consultants working on a common project. Plans are readily available to view electronically in desktop and mobile applications. Using the application, project team members can simultaneously view construction plans on laptops, tablets, and mobile computing devices with or without an internet connection. The software allows project team members to mark-up and collaborate on documents, store and maintain all markups, and view or hide all layers of the markups. Team members can share markups and project information with one another using laptops, tablets, and mobile devices in the field (with an available internet connection or save the changes in the application and upload them when an internet connection becomes available) and communicate that information in near real-time to team members in the office. This allows for the timely decision-making TDOT requires on construction projects.

TDOT currently stores plans for over one thousand eight hundred (1,800) ongoing and archived projects. There are nearly 250,000 plan sheets stored in the current software solution. TDOT has between six and seven hundred (600-700) active projects with a construction value of more than four and half billion U.S. dollars (\$4,500,000,000.00). The State estimates there will be approximately seven hundred (700) to one thousand (1,000) concurrent State ECPCS users at any given time, although the State provides no guarantee regarding the number of concurrent State users.

### 1.1. Statement of Procurement Purpose

The Contractor shall deploy the TDOT Electronic Construction Plans Collaboration and Storage System (ECPCS) for the storage, collaboration, and management of electronic design and construction plans for TDOT projects. The State plans to have the Contractor complete the migration of a single existing State project from the current solution into Contractor’s solution, and subsequently input and test a new State project in Contractor’s system. After the initial project is successfully migrated, the State anticipates implementation of ECPCS to all State projects. The State prefers to have ECPCS fully implemented and all existing State projects migrated by July 9, 2024.

- 1.1.2. All statistical and fiscal information contained in this RFP and its exhibits, including amendments and modifications thereto, are provided “as is”, without warranty as to the accuracy or adequacy of the data or information so provided, and reflect the department’s best understanding based on information or belief available to the department at the time of RFP preparation. No inaccuracies in such data or information shall be a basis for delay in performance or a basis for legal recovery of damages, actual, consequential or punitive.

### 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 # 40100-50919**

- 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:

Josh Polk  
 Central Procurement Office  
 Tennessee Tower, 3rd Floor  
 312 Rosa L. Parks Ave, Nashville, TN 37243  
[Joshua.Polk@tn.gov](mailto:Joshua.Polk@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, service-disabled veteran-owned, businesses owned by persons with disabilities, and small businesses as well as general, public information relating to this RFP (visit <https://www.tn.gov/generalservices/procurement/central-procurement-office--cpo-/governor-s-office-of-diversity-business-enterprise--godbe--/godbe-general-contacts.html> 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:

Helen Crowley  
 Department of General Services  
 Central Procurement Office  
 William R. Snodgrass TN Tower – 3rd Floor  
 Nashville, TN 37243  
[Helen.Crowley@tn.gov](mailto:Helen.Crowley@tn.gov)

(615) 741-3836

- 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. It is encouraged for Respondents to submit bids digitally.
- 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 1.8).
- 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: <https://www.tn.gov/generalservices/procurement/central-procurement-office--cpo-/supplier-information/request-for-proposals--rfp--opportunities1.html>.
- 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. Pre-Response Conference

A Pre-response Conference will be held at the time and date detailed in the RFP Section 2, Schedule of Events. Pre-response Conference attendance is not mandatory, and prospective Respondents may be limited to a maximum number of attendees depending upon overall attendance and space limitations.

The conference will be held at:

**Microsoft Teams** [Need help?](#)

[Join the meeting now](#)

Meeting ID: 222 788 445 35

Passcode: kEMhFx

**Dial-in by phone**

[+1 629-209-4396,,762064746#](#) United States, Nashville

[Find a local number](#)

Phone conference ID: 762 064 746#

**Join on a video conferencing device**

Tenant key: [stateoftn@m.webex.com](mailto:stateoftn@m.webex.com)

Video ID: 111 581 890 1

[More info](#)

For organizers: [Meeting options](#) | [Reset dial-in PIN](#)

The purpose of the conference is to discuss the RFP scope of goods or services. The State will entertain questions, however prospective Respondents must understand that the State's oral response to any question at the Pre-response Conference shall be unofficial and non-binding. Prospective Respondents must submit all questions, comments, or other concerns regarding the RFP in writing prior to the Written Questions & Comments Deadline date detailed in the RFP Section 2, Schedule of Events. The State will send the official response to these questions and comments to prospective Respondents from whom the State has received a Notice of Intent to respond as indicated in RFP Section 1.8 and on the date detailed in the RFP Section 2, Schedule of Events.

## 1.8. 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; and
- 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.**

**1.9. 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. 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

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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 20, 2024
2. Disability Accommodation Request Deadline	2:00 p.m.	February 23, 2024
3. Pre-response Conference	10:00 a.m.	February 26, 2024
4. Notice of Intent to Respond Deadline	2:00 p.m.	February 27, 2024
5. Written "Questions & Comments" Deadline	2:00 p.m.	March 5, 2024
6. State Response to Written "Questions & Comments"		March 22, 2024
7. Response Deadline	2:00 p.m.	April 5, 2024
8. State Completion of Technical Response Evaluations		April 19, 2024
9. State Schedules Respondent Oral Presentation		April 22, 2024
10. Respondent Oral Presentation		April 25 – 26, 2024
11. State Opening & Scoring of Cost Proposals	8:00 a.m.	April 30, 2024
12. Cost Negotiations (Optional)	4:30 p.m.	May 1 – 2, 2024
13. State Notice of Intent to Award Released <u>and</u> RFP Files Opened for Public Inspection	2:00 p.m.	May 6, 2024
14. End of Open File Period		May 13, 2024
15. State sends contract to Contractor for signature		May 14, 2024
16. Contractor Signature Deadline	2:00 p.m.	May 17, 2024

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 1.8).

### 3. RESPONSE REQUIREMENTS

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#### 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 should duplicate and 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 correspond 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 on a separate e-mail, CD, or USB flash drive 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, as may be amended.
- 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 # NUMBER TECHNICAL RESPONSE ORIGINAL”**

and five (5) 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, USB flash drive labeled:

**“RFP # NUMBER 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 # NUMBER 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 # NUMBER 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 # NUMBER 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 # NUMBER 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 # NUMBER 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:

Josh Polk  
 Central Procurement Office  
 Tennessee Tower, 3<sup>rd</sup> Floor  
 312 Rosa L Parks Ave., Nashville, TN 37243

### 3.3 Response & Respondent Prohibitions

- 3.3.1. A response must not include alternate contract terms and conditions, except as otherwise permitted by the RFP. 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 Respondent shall not include in its response, or after contract award, any end-user license agreement, manufacturer’s terms and conditions, service guide, clickwrap agreement, shrinkwrap agreement, online terms and conditions, or other terms and conditions that supplement, modify, or contradict the terms set forth in the *pro forma* contract.
- 3.3.3. 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.
- 3.3.4. 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.
- 3.3.5. 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.
- 3.3.6. 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.
- 3.3.7. 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.
- 3.3.8. 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).

3.3.9. 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:

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

3.3.9.2. 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

3.3.9.3. 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.

3.3.10. This RFP is also subject to Tenn. Code Ann. § 12-4-101—105.

#### 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

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### 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 1.8). 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

The State will 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. To register, please visit the Department of Revenue's Tennessee Taxpayer Access Point (TNTAP) website for Online Registration and the Vendor Contract Questionnaire. These resources are available at the following:  
<https://tntap.tn.gov/eservices/#1>

#### 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.
- 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 Tenn. Code Ann. § 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 Effective Date or after the Contract Term.
- 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, 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

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### 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
<b>General Qualifications &amp; Experience</b> (refer to RFP Attachment 6.2., Section B)	<b>10</b>
<b>Technical Qualifications, Experience &amp; Approach</b> (refer to RFP Attachment 6.2., Section C)	<b>60</b>
<b>Oral Presentation</b> (refer to RFP Attachment 6.2., Section D)	<b>10</b>
<b>Cost Proposal</b> (refer to RFP Attachment 6.3.)	<b>20</b>

### 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. The Solicitation Coordinator will invite the top three (3) ranked Respondents to make an Oral Presentation. The ranking will be determined after the Technical Response score is totaled and ranked (e.g., 1 – the best evaluated ranking, etc.).
- 5.2.1.5.1. The Oral Presentations are mandatory. The Solicitation Coordinator will schedule Respondent Presentations during the period indicated by the RFP Section 2, Schedule of Events. The Solicitation Coordinator will make every effort to accommodate each Respondent's schedules. When the Respondent Presentation schedule has been determined, the Solicitation Coordinator will contact Respondents with the relevant information as indicated by RFP Section 2, Schedule of Events.
- 5.2.1.5.2. Respondent Presentations are only open to the invited Respondent, Proposal Evaluation Team members, the Solicitation Coordinator, and any technical consultants who are selected by the State to provide assistance to the Proposal Evaluation Team.
- 5.2.1.5.3. Oral Presentations provide an opportunity for Respondents to explain and clarify their responses and for the State to test to better understand the practical application of the good or service as applicable. Respondents must not materially alter their responses and Presentations will be limited to addressing the items detailed in RFP Attachment 6.2., Technical Response & Evaluation Guide. Respondent pricing shall not be discussed or provided during Oral Presentations.
- 5.2.1.5.4. The State will maintain an accurate record of each Respondent's Oral Presentation session. The record of the Respondent's Oral Presentation or Field Test shall be available for review when the State opens the procurement files for public inspection.
- 5.2.1.5.5. Proposal Evaluation Team members will independently evaluate each Oral Presentation or Field Test in accordance with the RFP Attachment 6.2., Technical Response & Evaluation Guide, Section D.
- 5.2.1.5.6. The Solicitation Coordinator will calculate and document the average of the Proposal Evaluation Team member scores for RFP Attachment 6.2., Technical Response & Evaluation Guide, Section D, and record that number as the score for Respondent's Technical Response section.
- 5.2.1.6 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 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. **Clarifications and Negotiations:** The State reserves the right to award a contract on the basis of initial responses received, therefore, each response shall contain the Respondent's best terms and conditions from a technical and cost standpoint. The State reserves the right to conduct clarifications or negotiations with one or more Respondents. All communications, clarifications, and negotiations shall be conducted in a manner that supports fairness in response improvement.
- 5.2.3.1. **Clarifications:** The State may identify areas of a response that may require further clarification or areas in which it is apparent that there may have been miscommunications or misunderstandings as to the State's specifications or requirements. The State may seek to clarify those issues identified during one or multiple clarification rounds. Each clarification sought by the State may be unique to an individual Respondent, provided that the process is conducted in a manner that supports fairness in response improvement.
- 5.2.3.2. **Negotiations:** The State may elect to negotiate with one or more Respondents by requesting revised responses, negotiating costs, or finalizing contract terms and conditions. The State reserves the right to conduct multiple negotiation rounds or no negotiations at all.
- 5.2.3.3. **Cost Negotiations:** All Respondents, selected for negotiation by the State, will be given equivalent information with respect to cost negotiations. All cost negotiations will be documented for the procurement file. Additionally, the State may conduct target pricing and other goods or services level negotiations. Target pricing may be based on considerations such as current pricing, market considerations, benchmarks, budget availability, or other methods that do not reveal individual Respondent pricing. During target price negotiations, Respondents are not obligated to reduce their pricing to target prices, but no Respondent is allowed to increase prices.
- 5.2.3.4. If the State determines that it is unable to successfully negotiate terms and conditions of a contract with the apparent best evaluated Respondent, the State reserves the right to bypass the apparent best evaluated Respondent and enter into terms and conditions contract negotiations with the next apparent best evaluated Respondent.
- 5.2.4. **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. Subject to agreement on the exceptions permitted by RFP Attachment 6.2 – B.18., 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 except as modified by any mutually agreed to exceptions permitted by RFP Attachment 6.2 – B.18. 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 terms and conditions or pricing negotiations 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 ATTACHMENT 6.1.****RFP # 40100-50919 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 the RFP Attachment 6.6., *Pro Forma* Contract for the total Contract Term.
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 bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to §12-12-106." For reference purposes, the list is currently available online at: <https://www.tn.gov/generalservices/procurement/central-procurement-office--cpo-/library-public-information-library.html>.

**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:**

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**PRINTED NAME & TITLE:**

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**DATE:**

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**RESPONDENT LEGAL ENTITY  
NAME:**

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## RFP ATTACHMENT 6.2. — Section A

## TECHNICAL RESPONSE &amp; 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 subcontractor) (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 Respondent 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 a customer reference or documentation demonstrating Respondent has implemented Respondent's solution/product for at least one (1) government customer within the United States who has been using the Respondent's collaborative electronic construction plans solution for a minimum of two (2) years.	

RESPONDENT LEGAL ENTITY NAME:			
Response Page # (Respondent completes)	Item Ref.	Section A— Mandatory Requirement Items	Pass/Fail
	A.5.	Provide documentation the Respondent legal entity is based in the United States of America.	
	A.6.	Respondent to certify that all TDOT data will be stored in the United States of America and will remain onshore in the continental U.S.	
	A.7.	Provide a statement verifying the Respondent's software includes the ability for TDOT staff members, third-party contractors, and third-party consultants to securely upload, store, share, and collaborate on construction plans, including the ability for users to securely send communications to internal and external team members.	
	A.8.	Provide a statement verifying the Respondent's software allows for markups of sheets including drawings, shapes, colors, and highlighting and includes an activity log of when plans, sheets and markups were posted.	
	A.9.	Provide a statement verifying the Respondent's software has scalable ruler/measurement features.	
	A.10.	Provide a statement verifying the Respondent's software allows project Plan Sheets to be uploaded individually or collectively as a set of multiple sheets for a Plan Set or project, and that the software stores the Plan Sheets within a Plan Set or project as individual Plan Sheets regardless of whether the sheets are uploaded to the project or Plan Set individually or in a group of multiple Plan Sheets at the same time..	
	A.11.	Provide a statement verifying the Respondent's software has the ability to read the contents of a "flattened" .pdf Plan Sheet whether uploaded as an individual sheet or as a Plan Set ("flattened" meaning a standard PDF file with no meta data attached) including, but not limited to, the ability to: <ul style="list-style-type: none"> <li>1) extract the Plan Sheet name and sheet title from a user-designated area of the PDF file;</li> <li>2) allow users to re-number and rename each Plan Sheet as required by the user.</li> </ul>	
	A.12.	Provide a statement verifying the Respondent's software allows users to link pages or other documents in Plan Sets, capture pictures in Plan Sets and map where the pictures were taken.	
	A.13.	Provide a statement verifying the Respondent's software allows team members to manage submittals and Requests for Information (RFI's).	
	A.14.	Provide a statement verifying the Respondent's software is able to run on a Windows device without the use of the Microsoft store.	
	A.15.	Provide a statement verifying the Respondent's software allows offline viewing and editing of Plan Sheets, Plan Sets, and projects on a Windows device without the use of the Microsoft store with no loss of functionality (including, but not limited to, markups, photos, etc.).	
	A.16.	Provide a statement verifying the Respondent's software is able to upload and sync all changes made to Plan Sheets, Plan Sets, and projects while offline on a Windows device without the use of the Microsoft store	

RESPONDENT LEGAL ENTITY NAME:			
Response Page # (Respondent completes)	Item Ref.	Section A— Mandatory Requirement Items	Pass/Fail
		(including, but not limited to, markups, photos, etc.) once an internet connection becomes available.	
	A.17.	Provide a statement verifying the Respondent's software contains version controls for plan revisions and a log of activity that documents when changes were posted and by which team member.	
	A.18.	Provide a statement verifying the Respondent's solution allows TDOT to administer all user accounts, and provision or limit access to certain projects and software features for all users (both internal TDOT employees and external third-party contractor/consultant users) without assistance from the Respondent support team. (For example, TDOT may require new ECPCS projects to be initiated exclusively by TDOT employees and prevent third-party contractors or consultants from having the ability to initiate a new project.)	
	A.19.	Provide a statement verifying the Respondent's ability to provide service and support for the ECPCS software twenty-four (24) hours a day, seven (7) days per week, three hundred sixty-five (365) days per year. (For clarity, such 24x7x365 support is exclusively for authorized State Administrative Personnel and not to be confused with End User support. The State will provide all End User support during the term of this Contract).	
	A.20.	Provide a statement verifying the Respondent's software has an unlimited storage capacity for construction Plan Sheets and Plan Sets, as well as the photos and documents associated with the Plan Sheets and Plan Sets.	
	A.21.	Provide a statement verifying the Respondent's software allows users to: <ol style="list-style-type: none"> <li>1) overlay and compare two or more user-selectable Plan Sheets relative to one another, in transparency, so users can compare the information in the selected Plan Sheets simultaneously (user-selected Plan Sheets may be different versions of the same sheet or may be two unrelated sheets);</li> <li>2) manually align overlaid Plan Sheets of similar scaling.</li> </ol> <p>For clarity, overlaying a Plan Sheet to a mapping software such as Google earth is not sufficient. The Plan Sheets must transparently overlay relative one another so users can compare the data in the selected Plan Sheets.</p>	
<i>State Use – Solicitation Coordinator Signature, Printed Name &amp; Date:</i>			

## RFP ATTACHMENT 6.2. — SECTION B

## TECHNICAL RESPONSE &amp; 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>B.1.</b>	Detail the name, e-mail address, mailing address, telephone number, and facsimile number of the person the State should contact regarding the response.
	<b>B.2.</b>	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>B.3.</b>	Detail the number of years the Respondent has been in business.
	<b>B.4.</b>	Briefly describe how long the Respondent has been providing the goods or services required by this RFP.
	<b>B.5.</b>	Describe the Respondent's number of employees, client base, and location of offices.
	<b>B.6.</b>	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>B.7.</b>	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>B.8.</b>	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>B.9.</b>	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>B.10.</b>	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.

## RFP ATTACHMENT 6.2. — SECTION B (continued)

RESPONDENT LEGAL ENTITY NAME:		
Response Page # (Respondent completes)	Item Ref.	Section B— General Qualifications & Experience Items
		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.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"> <li>(a) the names of the subcontractors along with the contact person, mailing address, telephone number, and e-mail address for each;</li> <li>(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></li> <li>(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.</li> </ul>
	B.15.	Provide documentation of the Respondent's commitment to diversity as represented by the following: <ul style="list-style-type: none"> <li>(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, service-disabled veterans, persons with disabilities, and small business enterprises. Please also include a list of the Respondent's certifications as a diversity business, if applicable.</li> <li>(b) <u>Business Relationships</u>. Provide a listing of the Respondent's current contracts with business enterprises owned by minorities, women, service-disabled veterans, persons with disabilities, and small business enterprises. Please include the following information: <ul style="list-style-type: none"> <li>(i) contract description;</li> <li>(ii) contractor name and ownership characteristics (i.e., ethnicity, gender, service-disabled veteran-owned or persons with disabilities);</li> <li>(iii) contractor contact name and telephone number.</li> </ul> </li> <li>(c) <u>Estimated Participation</u>. Provide an estimated level of participation by business enterprises owned by minorities, women, service-disabled veterans, persons with disabilities 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"> <li>(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 <b>DO NOT INCLUDE DOLLAR AMOUNTS</b>);</li> <li>(ii) anticipated goods or services contract descriptions;</li> <li>(iii) names and ownership characteristics (i.e., ethnicity, gender, service-disabled veterans, or disability) of anticipated subcontractors and supply contractors.</li> </ul> </li> </ul>



## RFP ATTACHMENT 6.2. — SECTION B (continued)

RESPONDENT LEGAL ENTITY NAME:		
Response Page # (Respondent completes)	Item Ref.	Section B— General Qualifications & Experience Items
		<p>NOTE: In order to claim status as a Diversity Business Enterprise under this contract, businesses must be certified by the Governor's Office of Diversity Business Enterprise (Go-DBE). Please visit the Go-DBE website at <a href="https://tn.diversitysoftware.com/FrontEnd/StartCertification.asp?TN=tn&amp;XID=9810">https://tn.diversitysoftware.com/FrontEnd/StartCertification.asp?TN=tn&amp;XID=9810</a> 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, service-disabled veterans, persons with disabilities, and small business enterprises and who offer a diverse workforce.</p>
	<b>B.16.</b>	<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>
	<b>B.17.</b>	<p>Provide a statement and any relevant details addressing whether the Respondent is any of the following:</p> <p>(a) is presently debarred, suspended, proposed for debarment, or voluntarily excluded from covered transactions by any federal or state department or agency;</p> <p>(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;</p> <p>(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</p> <p>(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.</p>
	<b>B.18.</b>	<p>The Respondents are permitted to submit, as part of their Response, a "redline" of RFP Attachment 6.6, <i>Pro Forma</i> Contract, that tracks the Respondents' request for alternative or supplemental contract language. The redline changes that are allowed by this provision shall not include any exceptions or changes that (1) contradict any applicable state or federal law; (2) a mandatory requirement identified in RFP Attachment 6.2. – Section A; or (3) alter any deadlines in the Schedule of Events.</p>
		<p><b>SCORE (for <u>all</u> Section B—Qualifications &amp; Experience Items above):</b> (maximum possible score = 10)</p>

**RFP ATTACHMENT 6.2. — SECTION B (continued)**

<b>RESPONDENT LEGAL ENTITY NAME:</b>		
<b>Response Page #</b> (Respondent completes)	<b>Item Ref.</b>	<b>Section B— General Qualifications &amp; Experience Items</b>
<i>State Use – Evaluator Identification:</i>		

## RFP ATTACHMENT 6.2. — SECTION C

## TECHNICAL RESPONSE &amp; 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.		1	
	C.2.	Provide a narrative that illustrates how the Respondent will manage the implementation and migration aspects of the project, ensure completion of the scope of services, and accomplish required objectives within the State's project schedule.  Include in the narrative the steps required to fully implement ECPCS, and the expected timeframe to complete each implementation step.		10	
	C.3.	Estimate how long implementation, testing, and migration to the Respondent's solution would likely take. Be sure to specifically include an estimate of how long active projects in the current ECPCS solution will be down or unavailable during this process until available for TDOT to begin work in the Respondent's software.		10	
	C.4.	Explain how TDOT can mitigate continuity of work and safety for ongoing construction projects during the implementation and migration from the current ECPCS provider to the Respondent's software.		10	
	C.5.	TDOT regularly refers to plans from previously completed projects and protecting archived data is crucial. Provide a narrative which explains how Respondent would prevent any data loss while migrating data from the current ECPCS provider to the Respondent's software.		10	
	C.6.	TDOT currently has 620 active construction contracts worth \$4.7 billion dollars. There may be as many as 1175 concurrent State users, as well as any number of authorized third-party contractor users, using a TDOT designated license concurrently at any given time. Provide a narrative describing an implementation of the Respondent's solution with a similar scale to that required of ECPCS. Include information on an unlimited user license model that can accommodate this scale.		1	

## 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
	C.7.	Please describe the process for State project team members to upload Sealed Construction Plans into ECPCS. Explain how each Plan Sheet can be individually named, titled, tagged, numbered, etc., and posted to the Plan Set of a project simultaneously.		10	
	C.8.	Please describe the process for the State to upload a new or updated Sealed Construction Plan Sheet or Plan Set (individual Plan Sheets or several sheets simultaneously as a revised Plan Set) to an existing Construction Plan Set. Describe how the Respondent's software recognizes if Plan Sheet(s) or Plan Set(s) uploaded to an existing project are new sheets or a revision to an existing sheet on the project, and how any markups/comments/etc. to the previous sheet carry up to the revised sheet when published. Include information on archiving and filing the existing sheets when a new or updated version has been added.		10	
	C.9.	Describe the method and standard motion for a user to navigate through Construction Plan Sheets. Include information on how a user will zoom in and out on a Plan Sheet, and the time it takes for a user to toggle from one Construction Plan Sheet to another while utilizing the software's Windows application without lagging (both with, and without, and internet connection). Include information on how the software manages lag time.		2	
	C.10.	Provide a narrative for the following version and configuration controls: <ol style="list-style-type: none"> <li>1) Explain how ECPCS ensures configuration control of each Plan Sheet within the project Plan Set and be sure to explain how the software detects whether a sheet is the original Plan Sheet or a revision.</li> <li>2) Explain how the software clearly identifies the current version on each Construction Plan Sheet.</li> <li>3) Explain how the software notifies the user when viewing a Construction Plan Sheet that is not the most current version.</li> </ol>		10	
	C.11.	Explain how the software will automatically number and name each individual Plan Sheet (whether uploaded individually or as a set) based on the contents of a user-specified area of the original flattened sheet. For example, if the title and page number are located in the upper left corner of the flattened sheet, describe how the user can select this area of the flattened sheet to cue the Respondent's solution as to where to pull the name and numbering data from the flattened sheet(s). (For clarity, a "flattened" Plan Sheet is a standard PDF file with no meta data attached).  Explain how the software will allow a user to automatically re-number and re-name all the sheets in a Plan Set when new sheets are added.		10	
	C.12.	Please describe the process for users to add a link to an existing Construction Plan Sheet, describe available location(s) for a hyperlinks and how users toggle between the linked sheets.		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
	C.13.	Please describe how an ECPCS user can work on a Construction Plan Sheet or Plan Set on their individual device without the use of the Microsoft Store. Include information on file size capabilities and/or restrictions.		10	
	C.14.	Provide a narrative explaining how multiple users can simultaneously work on the same file at the same time with no loss of functionality (whether online or offline). Be sure to include in the narrative how the system handles reconciling offline changes from multiple users when an internet connection is restored based on user permissions (i.e., are separate files created for each user's version, are the changes marked in separate colors on the sheet, etc.).		10	
	C.15.	<p>Please describe the capability for a user to generate and submit a Request for Information (RFI), including the capability for the user to attach supporting documentation to the RFI.</p> <p>Include in your narrative the capability to track the RFI submittal date, specific information requested, the person or entity responsible to provide a response (responsible party for the task or required action), due date for the RFI response, due date for responsible party's response, and the responsible party's actual response dates. Describe the capability for the responsible party to enter and transmit a response to the RFI submitter.</p> <p>On the screen that lists the project's RFIs, describe the process used (if any) to clearly indicate an RFI that is overdue for a response.</p>		2	
	C.16.	<p>Provide a narrative describing the following mark-up capabilities of the software:</p> <ol style="list-style-type: none"> <li>1) Available tool(s), the ability to use clouds, arrows, pen notation, highlight notation, text box notation, shape mark-ups (e.g., circles, squares, lines, X's, octagons, etc.), and the ability to change the color of mark-ups.</li> <li>2) The software's ability to publish user markups, comments, and sheets based on user permissions.</li> <li>3) How State team members can add <b><i>personal</i></b> markups and <b><i>personal</i></b> notes to construction plans for future reference and subsequently view them. Discuss whether or not a user can control which users are able to view these <b><i>personal</i></b> mark-ups and <b><i>personal</i></b> notes and, if so, the process used to provision who sees personal notes and markups.</li> <li>4) How the system will sync mark-ups and comments when there are multiple users that input mark-ups and comments simultaneously.</li> <li>5) How users can toggle on/off the layers on a Construction Plan Sheet as needed to view/hide comments, mark-ups, RFIs, annotations, etc.</li> </ol>		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
	C.17.	Please describe the software capability to export a project for the purpose of creating an As-Built PDF package which includes Plan Sheets, Plan Sheet markups, documents and photos uploaded as part of the project, copies of submittals, and any other items required to document the As-Built.		10	
	C.18.	Please describe the capability for a user to mark-up or add comments to a Construction Plan Sheet via the software's Windows application while the user device is offline. Explain how ECPCS ensures offline and mobile mark-ups and comments are synced to the project when an internet connection is restored.		10	
	C.19.	Please describe the measurement capabilities the software offers (for example, length/distance between points on a sheet), and the scalable ruler/measurement features to accommodate differing scales of sheets.		2	
	C.20.	Please describe the following software features: 1) Explain the collaborative workflow that allows designated State user(s) to transmit a Construction Plan Sheet with mark-ups and/or comments to other team members whether or not the recipient has a license to the software. 2) Describe the capability for a user to export a Construction Plan Sheet or Plan Set as a PDF file.		2	
	C.21.	Provide a narrative regarding the following: 1) Explain the software's ability for a user to designate two or more Plan Sheets to overlay in transparency for the purpose of viewing differences (such as potential constructability, design, or safety conflicts) in the specified sheets (i.e. original version versus revised Sheets, proposed versus present layout, roadway versus utility, etc.). 2) Include in the narrative how many sheets can be overlaid at one time. 3) Explain the software's ability to align and scale plan sheets that are utilizing the overlay functionality.		10	
	C.22.	Please describe the capability for designated State user(s) to receive notifications when a Construction Plan Sheet has been marked-up or a comment has been added to the Construction Plan Sheet.		2	
	C.23.	Please describe the administration features of the software. Include in the narrative how TDOT and third-party users are added and removed from the ECPCS service and explain the process the State will use to invite State employees, non-employee third-party prime contractor personnel, and third-party subcontractor personnel to become team members for a construction project.		5	
	C.24.	Please describe the software capabilities for communication between both internal TDOT employees and external non-TDOT team members, contractors, subcontractors, etc.		1	

## 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
	C.25.	<p>Describe the capability for a user to upload photos and tag an uploaded photo to specify a location on a Construction Data Sheet in order to document project progress over time, and be sure to describe any ability to turn photo location data on and off in the software.</p> <p>Include in the narrative the process a TDOT field inspector would use to document construction project issues and upload pictures using a mobile device while on a construction site and communicate those issues in near real time to other project team members</p> <p>Be sure to describe in the narrative the capability for a user to access and view photos by the photo upload date, by project location, and how ECPCS shall document the date the photo was uploaded and the user that uploaded the photo.</p>		1	
	C.26.	<p>Describe the capability for a user to generate a construction project Punch List in a task completion checklist format. Include in the narrative the time required for a user to enter a task item on the Punch List using a mobile device while on a construction site, and the capability for a user to upload a picture to be included as an attachment to a Punch List task. Be sure to describe how Punch List tasks are categorized and organized. Also include the data fields included for each task, how these fields are populated, and the Punch List reporting capabilities.</p>		2	
	C.27.	<p>Provide a narrative describing how ECPCS will manage the integrity of digital signatures on Construction Plan Sheets.</p>		1	
	C.28.	<p>In the future, the State may consider having ECPCS utilize geo-referencing technology. Provide a narrative describing geo-referencing capabilities within ECPCS, and what would be required from the State for implementation.</p>		1	
	C.29.	<p>Please describe the Respondent's specific approach to end user training and the training included with the ECPCS software license/implementation.</p> <p>Please include in the narrative if any additional training is provided for software updates or changes during the term of the contract.</p>		3	
	C.30.	<p>Provide a narrative describing the capability for ECPCS to utilize a hybrid user model allowing for Single Sign On (SSO) via Azure Active Directory (AAD) for TDOT employees along with ad hoc users for external entities.</p>		5	
	C.31.	<p>Provide a narrative describing ECPCS capability to use APIs to manage users and projects, including how ECPCS will determine if an API call is authorized.</p>		5	
	C.32.	<p>Provide a narrative describing the capability for ECPCS to leverage AAD (Azure Active Directory) Security Assertion Markup Language (SAML) for SSO both for web interface</p>		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
		and through any supported native applications. Include in your narrative the steps required to manage this integration.			
	C.33.	Provide a narrative describing how ECPCS will enforce strong passwords [at least eight (8) characters that must include four (4) of the following: (A) upper case letter; (B) lower case letter; (C) numeric character; and (D) special character]. In your narrative, describe the capability to activate and enter a schedule for user passwords to be changed, and how ECPCS will enforce this schedule.		5	
	C.34.	Provide a narrative describing how ECPCS generates audit history for project and system changes (i.e. as revised sheets are uploaded).		3	
	C.35.	Please describe the storage capacity and storage features provided by the Software. Please provide a narrative which describes in detail the archive features for completed projects (i.e., how long do plans remain active in the archive? Indefinite storage? Unlimited sheet storage?). Explain if the software provides a separate listing of archived vs. active projects.		3	
	C.36.	Please describe uptime and availability expectations for the ECPCS software product and be sure to describe how this is measured and calculated.		2	
	C.37.	Please describe the customer service included with the ECPCS software license (Regular business hours or 24x7x365? Available via phone, chat, etc.? Ticketing system?).  Include a description of the Respondent's approach to software maintenance (i.e., product updates, modifications, bug fixes, etc.).		2	
	C.38.	In the future, the State may consider additional functionality for ECPCS that may require integration with other applications. Provide a narrative describing ECPCS current or future planned integration capabilities.  Please describe if the software is compatible with the following: <ul style="list-style-type: none"> <li>a. AASHTOWare Project</li> <li>b. OpenRoads Design</li> <li>c. DGN files</li> <li>d. Primavera P6</li> <li>e. Google Earth KMZ files</li> </ul> This item will be evaluated, in part, from the oral presentations.		1	
	C.39.	Please describe the capabilities for users to create fillable forms and templates, including signature workflow capabilities.		3	



**RFP ATTACHMENT 6.2. — SECTION C (continued)**

<b>RESPONDENT LEGAL ENTITY NAME:</b>					
<b>Response Page # (Respondent completes)</b>	<b>Item Ref.</b>	<b>Section C— Technical Qualifications, Experience &amp; Approach Items</b>	<b>Item Score</b>	<b>Evaluation Factor</b>	<b>Raw Weighted Score</b>
<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>					
<b>Total Raw Weighted Score:</b>					
<i>(sum of Raw Weighted Scores above)</i>					
<b>Total Raw Weighted Score</b>		<b>X 60</b>		<b>= SCORE:</b>	
<b>Maximum Possible Raw Weighted Score</b>		<i>(maximum possible score)</i>			
<i>(i.e., 5 x the sum of item weights above)</i>					
<i>State Use – Evaluator Identification:</i>					
<i>State Use – Solicitation Coordinator Signature, Printed Name &amp; Date:</i>					

## RFP ATTACHMENT 6.2.— SECTION D

## TECHNICAL RESPONSE &amp; EVALUATION GUIDE

**SECTION D: ORAL PRESENTATION.** The Respondent must address ALL Oral Presentation Items (below).

A Proposal Evaluation Team, made up of three or more State employees, will independently evaluate and score the oral presentation 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:				
Oral Presentation Items		Item Score	Evaluation Factor	Raw Weighted Score
D.1.	Product demonstration – software interface – ease of use		10	
D.2.	Product demonstration – software functionality meets the requirements named in Section C. of this RFP		10	
D.3.	Product demonstration – software features for overlaying sheets in transparency for team member comments, utilities, hazards, etc.		10	
D.4.	Software collaboration and communication features (Comments and markups, drawings, shapes, colors and highlighting.).		2	
D.5.	Software version controls and activity log documenting when Plan Sets and Plan Sheets were posted, logging of Plan Sheet revisions and change activity, when plan changes were posted and by which team member, and notification of changes to Plan Sets and Plan Sheets.		10	
D.6.	Software scalable ruler and measurement features.		2	
D.7.	Software features which allow users to publish comments based on user role permissions (i.e., only certain team members can view certain comments, or some comments may be viewed by all team members of a given project).		1	
D.8.	Software features to allow users to link pages or other documents in plan sets, capture pictures in plan sets, and map where those pictures were taken.		1	
D.9.	Software features for management of RFIs.		1	
D.10.	Software features for management of submittals.		1	
D.11.	Software features to allow team members to download plans and projects <b>via the Respondent software's Windows application</b> to view and work on plans while offline, and subsequently upload changes to plans when an internet connection becomes available again.		10	

RESPONDENT LEGAL ENTITY NAME:																							
D.13. Software administration features for provisioning internal and external users.		3																					
D.14. Software features for creating fillable forms such as project templates and software ability and workflow for signatures.		3																					
<p>D.15. Demonstration of sample plans. Respondents will be provided the link to sample plans by the solicitation coordinator. Respondents shall demonstrate in real-time one of the three sample plans. Pre-scripted videos or PPTs shall not be acceptable.</p> <ul style="list-style-type: none"> <li>• Demonstrate the upload process for an original plan set as a single PDF document.</li> <li>• During the upload process, demonstrate how the ECPCS reads the contents of each sheet within the singular PDF set to pull the sheet number and sheet title, and display them correctly under the sheet view within the ECPCS.                             <ul style="list-style-type: none"> <li>○ Note – TDOT plan sheets will have the sheet number in the top right corner, and sheet title in the bottom right corner.</li> <li>○ Example: Using the below screen captures from a set of plans, this sheet should be labeled as sheet number “2B1” and titled “TYPICAL SECTIONS AND PAVEMENT SCHEDULE”).</li> </ul> </li> </ul> <div data-bbox="175 1373 578 1549"> <table border="1"> <thead> <tr> <th>TYPE</th> <th>YEAR</th> <th>PROJECT NO.</th> <th>SHEET NO.</th> </tr> </thead> <tbody> <tr> <td>RESURF.</td> <td>2023</td> <td>NH/HSIP-22(98)</td> <td>2B1</td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> </tr> </tbody> </table> </div> <div data-bbox="597 1138 938 1549"> </div> <ul style="list-style-type: none"> <li>• Demonstrate the upload process for a set of revised sheets only, uploaded as a single PDF document.</li> <li>• During the upload process, demonstrate how the ECPCS reads the contents of each sheet within the singular PDF set to pull the sheet number and sheet title, and display them correctly under the sheet view within the ECPCS.</li> <li>• During the upload process, demonstrate how the ECPCS identifies that the revised sheets uploaded as part of the revision and how they correlate to the original plan set (i.e. does it identify if it is a new sheet to the set or if it is a revised sheet compared to the original set).</li> </ul>	TYPE	YEAR	PROJECT NO.	SHEET NO.	RESURF.	2023	NH/HSIP-22(98)	2B1														10	
TYPE	YEAR	PROJECT NO.	SHEET NO.																				
RESURF.	2023	NH/HSIP-22(98)	2B1																				

<b>RESPONDENT LEGAL ENTITY NAME:</b>				
<ul style="list-style-type: none"> <li>Demonstrate the review process as a user to evaluate how the ECPCS auto-named and titled the uploaded sheets based on contents of the sheets, and any correction process a user would be required to perform to correct numbers/titles that did not read correctly.</li> <li>Once the revised sheets have been uploaded, demonstrate how the ECPCS displays the plan set to indicate whether each specific sheet number has a revision or if it is the original plan sheet. Please demonstrate this bullet's functionality in both the web browser and in a windows application (if available).</li> <li>As a field user/inspector (non-administrative person) using a windows application (if available), demonstrate their process from launch of the application through navigation to your specific desired project and opening of a plan sheet.</li> </ul>				
<b>Total Raw Weighted Score</b> <i>(sum of Raw Weighted Scores above):</i> The Solicitation Coordinator will use this sum and the formula below to calculate the score. Numbers rounded to two (2) places to the right of the decimal point will be standard for calculations.				
$\frac{\text{total raw weighted score}}{\text{maximum possible raw weighted score}}$ <i>(i.e., 5 x the sum of item weights above)</i>			<b>X 10</b> <i>(maximum section score)</i>	<b>= SCORE:</b>
State Use – Evaluator Identification:				
State Use – Solicitation Coordinator Signature, Printed Name & Date:				

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**RFP ATTACHMENT 6.3.**

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**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.

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See RFP Attachment 6.3 named “RFP Attachment 6.3. Cost Model”.

## REFERENCE QUESTIONNAIRE

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

The Respondent will be solely responsible for obtaining completed reference questionnaires as detailed below.. Provide references from individuals who are not current State employees of the procuring State Agency for projects similar to the goods or services sought under this RFP and which represent:

- two (2) contracts Respondent currently services that are similar in size and scope to the services required by this RFP; and
- three (3) completed contracts that are similar in size and scope to the services required by this RFP.

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 individual contact reference provided for each contract or project shall not be a current State employee of the procuring State agency. Procuring State agencies that accept references from another State agency shall document, in writing, a plan to ensure that no contact is made between the procuring State agency and a referring State agency. The standard reference questionnaire, should be used and completed, and is provided on the next page of this RFP Attachment 6.4.

In order to obtain and submit the completed reference questionnaires following one of the two processes below.

Written:

- (a) Add the Respondent's name to the standard reference questionnaire at RFP Attachment 6.4. and make a copy for each reference.
- (b) Send a reference questionnaire and new, standard #10 envelope to each reference.
- (c) Instruct the reference to:
  - (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 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).
- (d) Do NOT open the sealed references upon receipt.
- (e) Enclose all sealed reference envelopes within a larger, labeled envelope for inclusion in the Technical Response as required.

Email:

- (a) Add the Respondent's name to the standard reference questionnaire at RFP Attachment 6.4. and make a copy for each reference.
- (b) E-mail a reference questionnaire to each reference.
- (c) Instruct the reference to:
  - (i) complete the reference questionnaire;
  - (ii) sign and date the completed reference questionnaire;
  - (iii) E-mail the reference directly to the Solicitation Coordinator by the RFP Technical Response Deadline with the Subject line of the e-mail as "[Respondent's Name] Reference for RFP # 40100-50919".

NOTES:

- The State will not accept late references or references submitted by any means other than the two which are 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 reference e-mails or 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 no obligation to clarify any reference information.

**RFP # 40100-50919 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 and follow either process outlined below;

**Physical:**

- 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.

**E-Mail:**

- e-mail the completed questionnaire to:  
 Josh Polk  
 Joshua.Polk@tn.gov

**(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.**

<b>NAME:</b>	
<b>TITLE:</b>	
<b>TELEPHONE #</b>	
<b>E-MAIL ADDRESS:</b>	

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





**RFP ATTACHMENT 6.5.**

**SCORE SUMMARY MATRIX**

	<i>RESPONDENT NAME</i>		<i>RESPONDENT NAME</i>		<i>RESPONDENT NAME</i>	
<b>GENERAL QUALIFICATIONS &amp; EXPERIENCE</b> (maximum: 10)						
<i>EVALUATOR NAME</i>						
<i>EVALUATOR NAME</i>						
<i>REPEAT AS NECESSARY</i>						
	<b>AVERAGE:</b>		<b>AVERAGE:</b>		<b>AVERAGE:</b>	
<b>TECHNICAL QUALIFICATIONS, EXPERIENCE &amp; APPROACH</b> (maximum: 60)						
<i>EVALUATOR NAME</i>						
<i>EVALUATOR NAME</i>						
<i>REPEAT AS NECESSARY</i>						
	<b>AVERAGE:</b>		<b>AVERAGE:</b>		<b>AVERAGE:</b>	
<b>ORAL PRESENTATION/ FIELD TEST</b> (maximum: 10)						
<i>EVALUATOR NAME</i>						
<i>EVALUATOR NAME</i>						
<i>REPEAT AS NECESSARY</i>						
	<b>AVERAGE:</b>		<b>AVERAGE:</b>		<b>AVERAGE:</b>	
<b>COST PROPOSAL</b> (maximum: 20)	<b>SCORE:</b>		<b>SCORE:</b>		<b>SCORE:</b>	
<b>TOTAL RESPONSE EVALUATION SCORE:</b> (maximum: 100)						

*Solicitation Coordinator Signature, Printed Name & Date:*

**RFP # 40100-50919 *PRO FORMA* CONTRACT**

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

**CONTRACT**  
**BETWEEN THE STATE OF TENNESSEE,**  
**DEPARTMENT OF TRANSPORTATION**  
**AND**  
**CONTRACTOR NAME**

This Contract, by and between the State of Tennessee, Department of Transportation (“State” or “TDOT”) and **Contractor Legal Entity Name** (“Contractor”), is for the provision of Electronic Construction Plans Collaboration and Storage System, 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. ECPCS Implementation. The Contractor shall provide a fully functional and integrated application for the storage, collaboration, and management of electronic design and construction plans for the State of Tennessee Department of Transportation (“TDOT”) projects. The application shall be referred to as the TDOT Electronic Construction Plans Collaboration and Storage System (“ECPCS”). Defined terms and acronyms shall be as set forth in Attachment A to the Contract and as set forth in the terms and conditions of the Contract.
- A.3. User Interface. ECPCS shall be a Contractor hosted Software as a Service (“SaaS”) that shall provide functionality through a device interface and web interface, allowing for the upload of Construction Plan Sets, and facilitating construction project collaboration among State, Prime Contractor and subcontractor personnel through that web interface. ECPCS shall provide for and support a standard graphical user interface throughout and shall give all users the capability to open multiple screens/windows/sessions concurrently. ECPCS shall have a common look and feel across all modules including consistent function keys, screen naming functions, navigation patterns, menus, and style sheets. ECPCS shall allow users to download plans and projects to devices, view and work on plans while offline, and subsequently upload changes to plans when an internet or mobile connection becomes available.
- A.4. Configuration Control of Construction Plans.
- a. Upload of Construction Plan Set. ECPCS shall provide the capability for the State to upload Sealed construction Plan Sets into ECPCS. ECPCS shall automatically number and name each Plan Sheet of a construction Plan Set. ECPCS shall automatically re-number and re-name each Sheet within a Plan Set when a User selects the location of the Sheet numbers and Sheet name in the given Plan Set.
  - b. Upload of Individual Construction Plan Sheet. ECPCS shall provide the capability for the State to upload a new or updated Sealed Construction Plan Sheet, and add the new or updated sheet to a Construction Plan Set.
  - c. Hyperlinks. When a Construction Plan Sheet or Construction Plan Set is uploaded into ECPCS, ECPCS shall maintain existing hyperlinks on each Construction Plan Sheet. ECPCS shall provide the capability for the State to add a hyperlink to an existing Construction Plan Sheet in ECPCS.

- d. Version Identification. ECPCS shall ensure configuration control of each Construction Plan Sheet within a project's Construction Plan Set. ECPCS shall clearly identify the current version on each Construction Plan Sheet and provide notification to the user if the user is viewing a Construction Plan Sheet that is not the most current version.
  - e. Export. ECPCS shall provide the capability for a user to export a Construction Plan Sheet from ECPCS as a PDF file. ECPCS shall provide the capability for designated state user(s) to export an As-Built Package of all project documentation.
  - f. Digital Signature Integrity. ECPCS shall maintain the integrity of digital signatures on a PDF file uploaded to ECPCS.
- A.5. Construction Plan Sheet Viewing and Navigation. ECPCS shall provide the following viewing capabilities:
- a. View Construction Plan Sheets on mobile connection.
  - b. For Construction Plan Sheets that have been downloaded to a mobile device from the cloud, view the Construction Plan Sheets on the mobile device without a data connection.
  - c. Zoom in and out.
  - d. Have multiple Construction Plan Sheets open simultaneously and provide the capability for a user to toggle from one Construction Plan Sheet to another.
  - e. Ability for a user to overlay two or more Plan Sheets (in transparency) for the purpose of viewing differences in the specified Sheets such as, potential constructability, design, or safety conflicts (i.e. original version versus revised Sheets, proposed versus present layout, roadway versus utility, etc.).
- A.6. Mark-Ups and As-Built.
- a. ECPCS shall provide the capability for a user to mark-up a Construction Plan Sheet and add comments to a Construction Plan Sheet for the purposes of team member collaboration or to document the As-Built for a project.
    - (1) The capability for a user to mark-up a Construction Plan Sheet or add comments to a Construction Plan Sheet shall be available upon mobile connection and while the user device is offline.
    - (2) Mark-ups or comments added to a Construction Plan Sheet while the user device is offline shall sync with the cloud when the mobile connection is restored.
    - (3) ECPCS shall provide the capability for designated state user(s) to export an As-Built Package of all project documentation.
  - b. ECPCS shall provide the capability for designated State user(s) to receive a notification when a Construction Plan Sheet has been redlined or a comment has been added to the Construction Plan Sheet; and provide the designated State user(s) the capability to transmit the Construction Plan Sheet with the redlines and/or comments to other State personnel for official revision.
- A.7. Standard Drawings. For each TDOT project, ECPCS shall provide user access on mobile device to the State's Standard Drawings. The Contractor shall provide this access by uploading and storing within ECPCS the version of each drawing that applies to the project. The applicable drawing version for a project shall be as determined by the State. When a user accesses one of the State's Standard Drawings for a project, the user shall be provided access to only the version of the drawing applicable to the project.
- A.8. Collaboration.
- a. Project Invitations. ECPCS shall provide the capability for the State to invite State, Prime Contractor, and subcontractor personnel to become team members for a construction project.

- b. Notifications. ECPCS shall provide the capability for a user to transmit real-time notifications to other project team members.
  - c. Project Progress Photos. ECPCS shall provide the capability for a user to upload photos for a project, documenting the project's progress over time; and include the capability for a user to view an uploaded photo by the photo's upload date or the project's location. ECPCS shall document the date the photo was uploaded and identify the user that uploaded the photo.
- A.9. Punch List. ECPCS shall provide the capability for a user to generate a construction project Punch List in a task completion checklist format, and include the capability to enter task items on the Punch List and upload pictures using a mobile device and while on a construction site. The Punch List shall include the capability to categorize the tasks, and organize them by station or work scope. Each task shall include fields to document the action, task completion date, and final inspection disposition. ECPCS shall include the capability to generate Punch List reports.
- A.10. Project Inspector Capabilities. ECPCS shall provide the capability for an inspector to document construction project issues and upload pictures using a mobile device and while on a construction site and communicate those issues in real time to other project team members.
- A.11. ECPCS Design.
- a. Accessibility. ECPCS shall be compliant with section 508 ADA standards for web applications.
  - b. ECPCS Compatibility
    - (1) Contractor must keep the system patched against any vulnerabilities for all supporting software/hardware the system runs on.
    - (2) Contractor agrees to maintain ECPCS to run on a current, manufacturer-supported Operating System. Contractor shall ensure that ECPCS is always fully compatible with a manufacturer-supported Operating System; the State shall not be required to run an Operating System that the manufacturer no longer supports.
    - (3) If ECPCS requires middleware or database software, the Contractor shall maintain middleware and database software versions that are at all times fully compatible with current versions of the Operating System and ECPCS to ensure security vulnerabilities are not introduced.
    - (4) ECPCS shall be compatible with devices running manufacturer-supported versions of Microsoft Windows.
    - (5) ECPCS shall allow users to work on Construction Plan Sheets or Sets on their individual device without the user of the Microsoft Store.
  - c. Web Design Requirements. All web pages designed as part of ECPCS shall comply with the following: (1) adhere to HTML5 guidelines, (2) development using responsive website techniques (e.g., Bootstrap), (3) use of only State approved logos, (4) development for multiple browsing platforms and versions and current web standards, (5) use of approved Cascading Style Sheets ("CSS") for consistent look, and (6) does not include the use of Java, Active X, Flash or other browser plug-ins.
  - d. Web Browser Compatibility. ECPCS shall be compatible and fully functional in the following web browsers:
    - (1) Firefox's current build and one prior build
    - (2) Google Chrome's current build and one prior build
    - (3) Safari's current build and one prior build
    - (4) Microsoft Edge's current build and one prior build

ECPCS shall notify a user if ECPCS does not support the user's web browser and shall provide steps to download/install a supported browser.

- e. **Mobile Views.** ECPCS shall support responsive mobile views for all web interfaces, including the following mobile Operating Systems and higher:
  - (1) Apple iOS supported versions (Safari Mobile); and
  - (2) Android OS-supported versions (Chrome Mobile)

ECPCS shall notify a user if ECPCS does not support the user's mobile web browser and shall provide steps to download/install a supported browser

- f. **Open Framework.** ECPCS shall support open data exchange formats including eXtensible Markup Language ("XML") and JavaScript Object Notation ("JSON") via web services.
- g. **API Endpoints.** ECPCS shall have HTTP-based web Application Program Interface ("API") endpoints to provide the capability to programmatically query, create, update and delete projects, users and roles, both individually and in bulk. These endpoints shall be accessible only by users authorized by the State. The Contractor shall maintain current updated documentation for these endpoints, and shall provide this documentation to the State upon Contract award, and throughout the term of the Contract when there are changes or updates associated with these endpoints.
- h. **ECPCS Interfaces.** The Contractor shall be responsible for acquiring any necessary rights or permissions with respect to the implementation of ECPCS.
- i. **Online Help.** ECPCS shall provide up-to-date, content-sensitive online help for ECPCS users.
- j. **ECPCS Version Control.** The Contractor shall provide a clearly defined version control process including test, and production environments and full "roll back" to previous version capabilities.

#### A.12. ECPCS Administration.

- a. **User Access Limitations.** ECPCS shall limit a user's access to only those data fields, menus, screens, modules, and functionality required for that user's role.
- b. **Trouble Ticket System.** The Contractor shall provide an online Trouble Ticket System as defined and set forth in Section A.18.c.

#### A.13. Audit Trails.

- a. **Audit Trail Details.** Detailed audit trails shall be maintained for all project and Application changes made within ECPCS. The audit trail shall include identification of the user that made the change, type of change, relevant Data, and the date and time the change was made. ECPCS shall maintain an electronic file of all transactions by user, time, date, and transaction type.
- b. **Error Logging.** ECPCS shall log all ECPCS errors. The log shall include the user that received the error, detailed error information, the time of the error, the component of ECPCS where the error occurred, and the device/location where it occurred.
- c. **Correspondence Audit.** ECPCS shall maintain a log of all user communications within ECPCS. ECPCS shall track the communication that was sent, the communication recipient(s), the time it was sent, and the delivery method.
- d. **User Log.** ECPCS shall have the ability to report to the State all users that are using ECPCS at any point in time.
- e. **Administrative Access.** The State shall have the capability to access, upon request, all detailed audit trail Data within ECPCS.

- A.14. **Exception Reporting.** ECPCS shall provide for reporting of System Errors. The System Error reports shall be consistent with the information collected in the error logs, and shall include a

description of System Error, indicate the time, identify the user, and identify the component within ECPCS where the System Error occurred.

A.15. Security.

- a. Restrict Access. ECPCS shall restrict access by role to protect against fraud and error.
- b. User Account Security. ECPCS shall require a unique username and password to be created for each account and require the user to enter the unique username and password in order to access ECPCS. Access to the account shall only be granted to a user that correctly enters the username and password combination. The user shall be allowed to change the password at any time. ECPCS shall securely maintain user names and passwords.
- c. Account Security Audit Trails. ECPCS shall create a security audit trail of account management activities, including the time of activity and identify the State Administrator who added, suspended, deleted, flagged, reactivated or changed information in an account. ECPCS shall require a State Administrator performing a suspension, deletion or re-activation to give a reason for the action.
- d. Password Protections. ECPCS shall reject passwords considered too simple or easily guessed.
  - (1) The password cannot contain the user name. must be at least eight (8) characters, support 4FA (Four Factor Authentication) and include all of the following four (4) criteria:
    - i. Uppercase characters of European languages (A through Z, with diacritic marks, Greek and Cyrillic characters)
    - ii. Lowercase characters of European languages (a through z, sharp-s, with diacritic marks, Greek and Cyrillic characters)
    - iii. Numeric character of base 10 digits (0 through 9)
    - iv. Non-alphanumeric characters: ~!@#\$%^&\* \_-+=`|\(){}[];:"' <> , . ? / , including any Unicode character that is categorized as an alphabetic character but is not uppercase or lowercase. This includes Unicode characters from Asian languages
  - (2) ECPCS shall provide the capability to activate and enter a schedule for user passwords to be changed. Passwords must be changed every 90 days or less from the last change. Temporary or default passwords assigned by system administrators or dictated by the operating system must be changed immediately after initial login.
  - (3) ECPCS shall contain "forgot password" functionality allowing users the ability to retrieve or reset their password in an automated fashion.
  - (4) User ID Suspension after Failed Login. ECPCS shall suspend a user ID after a State configurable number of failed login attempts (e.g., requiring a State Administrator to reset a password). User ID's will be revoked after five (5) consecutive attempts to login with an invalid password.
  - (5) ECPCS shall be configured to remember a password history of 4 prior passwords at a minimum.
  - (6) All passwords should be hashed and salted
- e. Authentication Rules. ECPCS shall apply different authentication rules to different user roles such that State Administrative Personnel have stricter and more secure rules than the public. For example, State Administrator account passwords must meet all of the requirements named in Section A.18.d. above, contain a minimum of fifteen (15) characters, may have more rigid rules regarding the characters allowed in a password, and may be required to change their passwords more frequently. A State Administrator must use a multifactor VPN solution to obtain access to ECPCS.
- f. User ID Suspension after Failed Login. ECPCS shall suspend a user ID after a State determined number of failed login attempts (e.g., requiring the State to reset a password).



Data Security. The Contractor shall prevent security breaches, including but not limited to unauthorized usage, denial of service attacks, and data breaches. All data generated through operation of ECPCS ("Data") shall reside and be stored within the continental USA, inclusive of backup Data, and Contractor shall prevent any transmission of this Data outside the USA. The Contractor may perform tasks at any geographical location as long as the Contractor does not transmit Data outside of the USA. Any work performed outside of the USA must be the result of a work product that was developed independently from the Data. At the termination or expiration of this Contract, the Contractor shall provide Transition Services in accordance with Section A.19. All Contractor performance under this Contract, including operation of ECPCS and hosting environment, shall comply with Section E.9 of the Contract.

- g. Data Ownership. The Data collected and stored by ECPCS shall be the sole property of the State ("State Data"). The Contractor shall use the Data only for purposes specified in this Contract.
- h. Data Privacy & Secure Communication. All Data shall be communicated over TLS version 1.2 or higher.
- i. Active Directory Integration. ECPCS shall utilize a hybrid user model allowing for Single Sign On ("SSO") using the State of Tennessee's Active Directory ("AD") for employee enterprise login, accessed externally by cloud providers from Azure Active Directory ("AAD"), so that State employees, along with ad hoc users for external entities, will have the capability to access ECPCS using their enterprise login. ECPCS shall leverage AAD/Security Assertion Markup Language (SAML) for SSO for web interface and through any supported native applications.

A.16. ECPCS Initial Implementation.

- a. Project Plan. Within two weeks of the Effective Date of the Contract, the Contractor shall generate and deliver to the State a detailed project plan and schedule addressing all work scope defined in the contract for the provisioning of a fully functional and integrated ECPCS system, and outlining the implementation requirements described in Sections A.16.b-d below ("Implementation"). The project plan shall be reviewed and approved in writing by the State, and the Contractor shall hold a project kickoff meeting within two weeks of approval of the project plan.
- b. User Acceptance Testing. The Contractor shall work with the State to generate a comprehensive test plan covering all ECPCS functional capabilities to support user acceptance testing by the State. The comprehensive test plan shall be approved in writing by the State. A qualified Contractor representative with extensive technical knowledge of ECPCS shall be dedicated to participate in the initial user acceptance testing of ECPCS.
- c. ECPCS Training. The Contractor shall provide ECPCS training in the form of webinar(s), train-the-trainer, or by some other means; and shall ensure training availability to State, Prime Contractor and subcontractor personnel. ECPCS training documentation shall be delivered in an electronic format including Microsoft editable or native editable application and PDF. ECPCS training and training documentation shall be subject to review and approval by the State.
- d. ECPCS Go-live and Burn-In Period. Contractor shall go-live with an initial State project and ensure ECPCS is functioning properly prior to migrating all State Data to ECPCS. ECPCS shall be subject to a sixty (60) day burn-in period after Go-live in which no Defect in ECPCS functional requirements, technical operation, ECPCS performance, mandatory response times, or reliability are identified. Successful completion of the ECPCS burn-in period shall be subject to State approval.

- A.17. Change Orders. The State may, at its sole discretion and with written notice to the Contractor, request changes in the Scope that are necessary but were inadvertently unspecified in this Contract.

- a. Change Order Creation. After receipt of a written request for additional services from the State, the Contractor shall respond to the State, within a maximum of ten (10) business days, with a written proposal for completing the service. Contractor's proposal must specify:
- (1) the effect, if any, of implementing the requested change(s) on all other services required under this Contract;
  - (2) the specific effort involved in completing the change(s);
  - (3) the expected schedule for completing the change(s);
  - (4) the maximum number of person hours required for the change(s); and
  - (5) the maximum cost for the change(s)— this maximum cost shall in no instance exceed the product of the person hours required multiplied by the appropriate payment rate proposed for such work.

The Contractor shall not perform any additional service until the State has approved the proposal. If approved, the State will sign the proposal, and it shall constitute a Change Order between the Contract Parties pertaining to the specified change(s) and shall be incorporated, hereby, as a part of this Contract.

- b. Change Order Performance. Subsequent to creation of a Change Order, the Contractor shall complete the required services. The State will be the sole judge of the acceptable completion of work and, upon such determination, shall provide the Contractor written approval.
- c. Change Order Remuneration. The State will remunerate the Contractor only for acceptable work. All acceptable work performed pursuant to an approved Change Order, without a formal amendment of this Contract, shall be remunerated in accordance with and further limited by Contract Section C.3.c., PROVIDED THAT, the State shall be liable to the Contractor only for the cost of the actual goods or services provided to complete the necessary work, not to exceed the maximum cost for the change detailed in the Change Order. In no instance shall the State be liable to the Contractor for any amount exceeding the maximum cost specified by the Change Order authorizing the goods or services. Upon State approval of the work, the Contractor shall invoice the State in accordance with the relevant provisions of this Contract.
- A.18. ECPCS Hosting, Support and Maintenance. The Contractor shall provide annual hosting, support and maintenance for ECPCS, including the following.
- a. ECPCS Reliability. ECPCS shall provide full functionality twenty-four (24) hours/day, seven (7) days/week, ninety-nine-point nine percent (99.9%) of the time, except for scheduled maintenance and planned software updates. If annual ECPCS reliability fails to meet this requirement, the Contractor shall provide to the State a prorated service credit for the total minutes of downtime for the year for all State ECPCS licenses for that period.
  - b. Help Desk. The Contractor shall have a help desk with project management and support personnel available for phone and email consultation during the hours of 8:00 AM to 4:30 PM CT, Monday through Friday, excluding State holidays. State and Contractor personnel will mutually identify email and phone numbers for non-business-hour critical issues (Severity Levels 1 and 2).
  - c. Trouble Tickets. The Contractor shall maintain an on-line Trouble Ticket System ("Trouble Ticket System") that allows State Administrative Personnel to submit ECPCS support and maintenance issues to the Contractor. The Trouble Ticket System shall provide ticket status visibility to the Contractor and the State. The Trouble Ticket System shall be used to track all ECPCS performance, maintenance, and support issues, and any other ECPCS system issues, and shall maintain ticket status including, ticket submission date, the submitter, the Contractor staff assigned to address the ticket, and the ticket resolution date.

- d. Response Time. The Contractor shall confirm receipt and begin resolving technical issue(s) in ECPCS within one (1) hour of being notified for Severity Level Incidents 1 and 2 as defined below. The Contractor shall document all issues and their fixes. The State reserves the right to determine and assign the levels of severity for any issues or support problems (Severity Levels). Severity Levels shall be determined by the appropriate State representative after collaboration with Contractor, and the State shall specifically identify where such Severity Levels require the response and resolution times set forth below. The Severity Level of an issue or support problem shall determine the resolution response time, as follows:
- (1) Severity Level 1 (Urgent) Incident shall be defined as situations wherein ECPCS is down, or the State is unable to use the system. This failure causes entire loss of function or data and there is no workaround. The Contractor's technical support staff shall accept the call for assistance at the time the State places the initial call; however, if required staff is not immediately available, the Contractor shall return the call within thirty (30) minutes (Severity Level 1 "Response Time"). The Contractor shall resolve Severity Level 1 Incidents as quickly as possible, not to exceed four (4) hours unless mutually agreed upon in writing by both parties.
  - (2) Severity Level 2 (High) Incident shall be defined as situations wherein one or more Critical Functions of ECPCS component(s) has a complete outage and/or failure precluding successful operation, or potentially endangering the State's production environment. The State may operate ECPCS but is severely restricted. This type of failure causes a loss of function or data, and the workaround is difficult or unavailable. The Contractor's technical support staff shall accept the State's call for assistance at the time the State places the initial call; however, if required staff is not immediately available, the Contractor shall return the State's call within thirty (30) minutes (Severity Level 2 "Response Time"). The Contractor shall resolve Severity Level 2 Incidents as quickly as possible, not to exceed one (1) business day unless mutually agreed upon in writing by both parties. Critical Functions are:
    - i. creating user account;
    - ii. provisioning user accounts;
    - iii. full ECPCS software feature functionality;
  - (3) Severity Level 3 (Medium) shall be defined as minor Problems or System Errors that exist with ECPCS, but where the majority of the functions are still usable. Some circumvention may be required to provide normal service levels. This type of failure causes a partial loss of function, but users can accomplish tasks with a mutually agreed upon workaround. The Contractor's technical support staff shall accept the State's call for assistance at the time the State places the initial call; however, if required staff is not immediately available, the State will use the Trouble Ticket System to inform the Contractor of the Problem or System Error, and the Contractor shall resolve Severity Level 3 issues as quickly as possible, not to exceed two (2) business days unless mutually agreed upon by both parties in writing.
  - (4) Severity Level 4 (Low) shall be defined as cosmetic and minor Problems or System Errors where all user tasks can still be accomplished in ECPCS. Example: grammatical errors, color changes, misspelled words, layout errors, etc. The State shall complete requests for assistance with Severity Level 4 problems using the Trouble Ticket System, and the Contractor shall resolve the Problem or System Error within thirty (30) days or a timeframe mutually agreed upon by both parties in writing.
- e. Documentation. Complete documentation of all ECPCS enhancements or revisions shall be provided with new releases of software. Documentation must describe, in a user-friendly manner, what State personnel need to know to understand each level on which the software operates. The documentation must specifically include documentation of the database, including data entity and attribute definitions, table and field names, data types, data sizes, business rules, and entity-relationship diagrams that depict all relationships between tables and fields in the database using industry and State standards.
- f. Time Frames for Services. The Contractor shall correct all the ECPCS-related System Errors and performance or operational delays. Contractor shall provide emergency maintenance

services to correct code problems or any performance or operational problems related to the design or coding of the ECPCS software.

- (1) Products and services shall be either replaced, revised, repaired, or corrected within a reasonable timeframe of thirty (30) days if written notification is issued by the State of the System Errors, or Defects or deficiencies; provided, however, that if the continued use of a Defective product or service would cause damage to the State system(s) or associated Data, or would otherwise seriously impair, as determined by the State, the ability of users of the system(s) to do their jobs or the functions for which ECPCS was established, then Contractor shall act to repair the Defect immediately, unless an extension is otherwise granted in writing by the State.
  - (2) If the State determines the continued use of a Defective or deficient product or service would cause damage to the State system(s) or associated data, or would otherwise seriously impair the ability of users of the system(s) to do their jobs or the functions for which ECPCS was established, then Contractor shall act to repair the deficiency immediately, unless an extension is otherwise granted in writing, by the State.
  - (3) The State at its sole discretion will determine when any Incidents, Problems, System Errors or Defects or deficiencies have been resolved.
- g. Contact for Services. The Contractor shall be the initial contact point for all ECPCS maintenance and support notifications and support requests, regardless of the perceived source of the problem, or whether the Contractor or a subcontractor/third party owns and/or directly maintains the faulty software.

The Contractor may elect to have support services performed by subcontracted personnel, in accordance with Section D.7; however, if this is the case, the Contractor shall be responsible for coordinating the effort so that the use of any third-party support is transparent to the State and so that the State shall not have to deal directly with the subcontractor.

- h. Maintenance Schedules. The Contractor shall provide written notification to the State at least three (3) weeks in advance of planned software upgrades and/or maintenance. Planned software upgrades and maintenance shall be performed during the non-peak usage hours of 5:00 PM – 7:00 AM CT. Software upgrades shall be fully tested by both the Contractor and the State prior to implementation to ensure that there are no version incompatibilities. The Contractor shall ensure that all potentially affected users are notified in advance if ECPCS must be halted to provide maintenance.
- i. Interface Management. The Contractor shall maintain any and all ECPCS interfaces to ensure that any interfaces provided or necessary for proper functioning of the ECPCS remain compatible for all interface versions.
- j. Maintenance of Operations and Services during Work. The correction of errors, Defects or Deficiencies shall not detract from or interfere with software maintenance or operational tasks.
- k. Problems Not Caused by Contractor Fault. If Contractor personnel determine that the problem is not the fault of Contractor-provided software or hardware, then the Contractor shall notify State support personnel immediately. If the State agrees that the problem is due to software, hardware, or project management decisions that are not the fault of Contractor, the Contractor shall not be responsible for resolving the problem. However, in this case, if requested by the State, Contractor personnel shall be dedicated to the problem to perform any required joint functions until the problem is resolved.
- L. ECPCS Software Corrections.
- (1) Overview. The Contractor shall provide maintenance, including Defect corrections, for any customized software provided by Contractor.
  - (2) Software Corrections. ECPCS maintenance for custom software defect corrections will entitle the State to the correction of a software Defect. There will be no set

maximum limit on the number verified software Defects corrected, tested, and implemented by the Contractor during the Term. There will be no maximum limit on the number of hours spent by the Contractor necessary to correct verified software Defects.

- M. Archiving. Contractor shall maintain at least daily backups for a rolling thirty (30) day period, and at least monthly backups for the entire contract period. Backup Data shall be available within twenty-four (24) hours of notification by an authorized State employee. Notwithstanding the previous requirements of this Section A.18.m, Contractor shall meet the Business Continuity requirements for Recovery Point Objective (“RPO”) and Recovery Time Objective (“RTO”) listed in Section E.8.b. below.

A.19. Transition Prior to Expiration or Termination of the Contract.

- a. Preliminary Transition of Services Plan. During the Initial Implementation described in Section A.16, and within one year of the Effective Date of this Contract, the Contractor shall create and deliver to the State, in writing, a mutually agreeable preliminary transition plan (“Preliminary Transition Plan”).
- (1) The Preliminary Transition Plan shall provide for the Contractor to reasonably assist the State in the migration of all State Data described in Section A.15.g. and the transition of all of the services defined in Scope Section A of this Contract, or any portion thereof as the State may reasonably require (the “Services”), to a State-selected supplier or service provider and/or to a State-selected software solution (hereinafter “Service Provider”) on or prior to the end of the Term, renewal option or extension as defined in Section B, or upon termination of this Contract pursuant to Sections D.4, D.5. or D.6. (the “Transition” or “Transition of Services”).
  - (2) The Preliminary Transition Plan shall:
    - i. Define a mutually agreeable data format for the State (or Service Provider) to receive the State Data held by the Contractor during the contract Term,
    - ii. Facilitate communication between the parties regarding Transition Services
    - iii. Provide for the Contractor to reasonably assist the State in anticipating and mitigating potential risks or problems that may affect the Transition based on the Contractor’s prior data migration experience (technical glitches, data breaches, etc.)
    - iv. Include any data deliverables,
    - v. Outline the anticipated scope of the Transition Services; the efforts and responsibilities of all stakeholders required to Transition and securely migrate the Services to the new Service Provider with minimal disruption and downtime such as, for example, minimal Contractor staffing to assist with contingencies and unexpected situations which could arise during the Transition,
    - vi. Provide for the Contractor to reasonably cooperate with the State to verify, validate, and close the Transition process.
- b. Final Transition Services Plan. Upon notice by the State, or not less than one year prior to the end of the Term, the State and Contractor shall review the Preliminary Transition Plan and finalize the specific details related to Transition of Services to the new Service Provider. A final transition plan shall be defined through a Change Order as described in Section A.17. ( the “Final Transition Plan”).
- c. Transition Timeline. The Contractor shall work with the State and mutually define the timeline for all Transition activities described in the Final Transition Plan such that the Transition, including migration of all State Data, shall occur no later than the expiration date of the Term or on a mutually agreed upon date prior to the expiration date of the Term.

- d. Reliability of Services During Transition. The Contractor shall ensure there is no unscheduled interruption of the Services or reduction in the reliability of the Services as required by Section A.18.a. during the execution of the Transition.
- e. Most Current Data. The Contractor shall ensure the Transition Plan includes delivering to the State or the State's new Service Provider, as required by the State, the most current version of the State's Data in a format determined by the State.
- f. Execution of the Transition. The Contractor shall:
- (1) Deliver each of the key milestones and Data described in the final Transition Plan on time.
  - (2) Hold briefings on the status of the Transition and comprehensive nature of all items and data handed over.
  - (3) Complete knowledge transfer of the Services to the State or new Service Provider(s) by introducing the State staff and new Service Provider to all relevant information and training developed during the Term of the Contract to allow the State or new Service Provider to leverage all systems, tools, and services, as required.
  - (4) Where applicable, identify and complete the transfer to the State for the remainder of the Term the relevant license of all hardware, software, and other licenses used in the provisioning and delivering of the Services (i.e. cloud licenses, if applicable).
  - (5) Participate in and/or manage regularly scheduled and ad hoc meetings, as well as other communications during the Transition to address issues that may affect how each of the stakeholders perform their responsibilities in relation to the Transition Plan.
- g. Period of Performance of Transition Services. Contractor shall provide Transition Services pursuant to the final Transition Plan:
- (1) Contractor shall meet with the State as reasonably required to finalize the Final Transition Plan and Transition Timeline as soon as the new Service Provider is selected by the State and no less than one (1) year prior to the expiration date of the Term (or a date mutually agreed upon by the parties in writing) such that the Transition, including the migration of State Data, shall be completed prior to the expiration date of the Term pursuant to Contract Section B where no notice is required, or
  - (2) Contractor shall promptly assist the State with the Transition to an alternate Service Provider pursuant to the Final Transition Plan starting no later than 30 (thirty) days prior to the termination date described in a termination notice pursuant to Section D.5., or
  - (3) Five (5) business days after the notice of termination of this Contract for Cause pursuant to Section D.6. and
  - (4) Ending no later than 90 (ninety) days after termination of this Agreement pursuant to Sections D.5. or D.6., unless the State issues written notice of an earlier end-date to the Transition Services.
  - (5) The State shall provide written notice of the successful completion of the Transition to the Contractor Contact person named in Section D.2. Electronic mail shall suffice for such notice. The State shall not be responsible for payment of any Services provided on after the date of notice of successful completion of the Transition.
- h. The Services provided by this Contract are considered "mission critical" for TDOT, so to prevent public safety issues which could be caused by an interruption of the Services, Contractor shall reasonably cooperate with the State and the new Service Provider to execute the Transition Plan. Contractor may not refuse or delay Transition Services under any circumstances, including, without limitation, the State's material breach of this Contract. Any Termination of the Contract shall not otherwise limit any of either party's rights or remedies either in law or in equity or relieve either party of any obligation incurred prior to the effective date of such Termination.

- i. State Data Retention. Provider may not destroy State Data as required by Contract Section E.9.a.(6) without the State's prior written consent until 30 (thirty) days after the State provides notice of the successful Transition to the new Services Provider. All Data Security requirements of this Contract shall remain in effect until the State provides written notice of successful completion of the Transition as detailed in Section A.19.g.5. above, and Contractor returns or destroys all State data pursuant to Section A.15.g. and E.9.a.(6).
- j. Licensed Products. If this Contract includes Contractor's provision of licensed products, Contractor agrees that, without the expressed prior consent of the State, no action will be taken by Contractor to restrict or terminate the use of such licensed products after the date of expiration or termination of the Contract and/or during any Transition Period in which Contractor is contractually committed to work with the State or any Authorized User. The State agrees to pay for reasonable additional maintenance or licensing fees during any Transition Period at the rate described in the applicable Change Order. Contractor shall provide all reasonable assistance as requested by the State or such Authorized User to allow for the expired or terminated portion of the Services to continue without interruption or adverse effect, and to facilitate the orderly transfer of such Services to the new Service Provider. Such transition assistance will be deemed by the parties to be governed by the terms and conditions of this Contract, except for those terms or conditions that do not reasonably apply to such transition assistance. Further, any period of transition will not affect the State's or any Authorized User's rights in regard to any purchased Software Perpetual Licenses which are paid in full.

- A.20. 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 generally 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.

- A.21. Inspection and Acceptance. The State shall have the right to inspect all goods or services provided by Contractor under this Contract. If, upon inspection, the State determines that the goods or services are Defective, the State shall notify Contractor, and Contractor shall re-deliver the goods or provide the services at no additional cost to the State. If after a period of thirty (30) days following delivery of goods or performance of services the State does not provide a notice of any Defects, the goods or services shall be deemed to have been accepted by the State.

**B. TERM OF CONTRACT:**

- B.1. This Contract shall be effective on **DATE** ("Effective Date") and extend for a period of **sixty (60) months** after the Effective Date ("Term"). The State shall have no obligation for goods or services provided by the Contractor prior to the Effective Date.

B.2. This Contract may be renewed upon satisfactory completion of the Term. The State reserves the right to execute up to five (5) renewal options under the same terms and conditions for a period not to exceed twelve (12) months each by the State, at the State's sole option. In no event, however, shall the maximum Term, including all renewals or extensions, exceed a total of one hundred-twenty (120) months.

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

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

- a. The Contractor's compensation shall be contingent upon the satisfactory provision of goods or services as set forth in Section A.
- b. The Contractor shall be compensated based upon the following payment methodology:

Table C.3.1.

<b>Implementation and Migration Total Cost – All Deliverables: \$ TBD</b>	
<b>Goods or Services Description</b>	<b>Compensable Amount (% of Total Cost of Implementation and Migration) Subject to State Written Approval</b>
<u>Deliverable 1:</u> A. Contractor project plan and Schedule approved by the State in accordance with Contract Section A.16.a. B. Contractor comprehensive test plan approved by the State for migration of all ECPCS functionality in accordance with Contract Section A.16.b.	10%
<u>Deliverable 2:</u> C. ECPCS training established and made available to the State, prime contractor and subcontractor personnel; and training documentation delivered to the State in electronic format in accordance with Contract Section A.16.c.	20%
<u>Deliverable 3:</u> D. ECPCS go-live in accordance with Contract Sections A.16.a. and A.16.d.	50%
<u>Deliverable 4:</u> E. Successful completion of 60-day Burn-In Period in accordance with Contract Section A.16.d. Compensation will be made only after a full 60-day Burn-In period with no Deficiency as stated above.	20%

Table C.3.2.



<b>User Licenses, Hosting, Support &amp; Maintenance (After Successful Completion of All 1<sup>st</sup> Project Implementation Deliverables)</b>	
<b>Goods or Services Description</b>	<b>Monthly License Fee*</b>
ECPCS Unlimited User License, Including Hosting, Support & Maintenance - Year 1, Note: Actual First year licensing payment shall be prorated from the date deliverables 1-4 are completed to one year from the Effective Date of this Contract.	\$
ECPCS Unlimited User License, Including Hosting, Support & Maintenance - Year 2	\$
ECPCS Unlimited User License, Including Hosting, Support & Maintenance - Year 3	\$
ECPCS Unlimited User License, Including Hosting, Support & Maintenance - Year 4	\$
ECPCS Unlimited User License, Including Hosting, Support & Maintenance - Year 5	\$
ECPCS Unlimited User License, Including Hosting, Support & Maintenance - Year 6	\$
ECPCS Unlimited User License, Including Hosting, Support & Maintenance - Year 7	\$
ECPCS Unlimited User License, Including Hosting, Support & Maintenance - Year 8	\$
ECPCS Unlimited User License, Including Hosting, Support & Maintenance - Year 9	\$
ECPCS Unlimited User License, Including Hosting, Support & Maintenance - Year 10	\$
<b>Total User Licenses, Hosting, Support &amp; Maintenance</b>	<b>\$</b>

- c. Change Order Compensation. The Contractor shall be compensated for changes requested and performed pursuant to Contract Section A.17 without a formal amendment of this Contract based upon the payment rates detailed in Table C.3.3. below PROVIDED THAT:
- (1) Compensation to the Contractor for all Change Orders not issued for A.28.b., (not related to the Final Transition Services Plan), shall not exceed **\$(NUMBER)**, which is FIVE PERCENT (5%) of the Implementation and Migration Total Cost in Table C.3.1.
  - (2) Compensation to the Contractor for Change Orders issued for the Final Transition Services Plan under Section A.28.b. shall not exceed **\$(NUMBER)** which is Ten PERCENT (10%) of the sum of the Total Implementation and Migration Cost in Table C.3.1. above.
  - (3) If, at any point during the Term, the State determines that the cost of necessary "Change Order" work would exceed the maximum amount in C.3.c.(1) OR C.3.c.(2), the State may amend this Contract to address the need.

**Table C.3.3.**

<b>Change Orders Per Contract Section A.17. and Attachment B</b>					
<b>Job Classification</b>	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Year 4</b>	<b>Year 5</b>
	<b>Hourly Rate</b>	<b>Hourly Rate</b>	<b>Hourly Rate</b>	<b>Hourly Rate</b>	<b>Hourly Rate</b>
Jr. Developer	\$	\$	\$	\$	\$
Sr. Developer	\$	\$	\$	\$	\$
Jr. Architect	\$	\$	\$	\$	\$
Sr. Architect	\$	\$	\$	\$	\$
Jr. Project Manager	\$	\$	\$	\$	\$
Sr. Project Manager	\$	\$	\$	\$	\$

Business Analyst	\$	\$	\$	\$	\$
Tech Writer	\$	\$	\$	\$	\$
<p>* Beginning the sixth (6<sup>th</sup>) anniversary of the Contract Effective Date, the payment rates set forth in this Table C.3.3. Year Five (5) above shall be increased effective as of that anniversary and each anniversary thereafter by an amount equal to the percentage increase, if any, between the Consumer Price Index for all Urban Consumers (Professional Services) ("CPI"), South Region, published by the United States Bureau of Labor Statistics for the applicable month for the immediately preceding calendar year.</p>					

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

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

Tennessee Department of Transportation  
Information Technology Division  
505 Deaderick Street, Suite 500  
Nashville, Tennessee 37243

a. Each invoice, on Contractor's letterhead, shall clearly and accurately detail all of the following information (calculations must be extended and totaled correctly):

- (1) Invoice number (assigned by the Contractor);
- (2) Invoice date;
- (3) Contract number (assigned by the State);
- (4) Customer account name: Tennessee Department of Transportation, IT Division
- (5) Customer account number (assigned by the Contractor to the above-referenced Customer);
- (6) Contractor name;
- (7) Contractor Tennessee Edison registration ID number;
- (8) Contractor contact for invoice questions (name, phone, or email);
- (9) Contractor remittance address;
- (10) Description of delivered goods or services provided and invoiced, including identifying information as applicable;
- (11) Number of delivered or completed units, increments, hours, or days as applicable, of each good or service invoiced;
- (12) Applicable payment methodology (as stipulated in Section C.3.) of each good or service invoiced;
- (13) Amount due for each compensable unit of good or service; and
- (14) Total amount due for the invoice period.

b. Contractor's invoices shall:

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

- c. The timeframe for payment (or any discounts) begins only when the State is in receipt of an invoice that meets the minimum requirements of this Section C.5.
- C.6. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any payment, invoice, or other matter. A payment by the State shall not be construed as acceptance of goods delivered, any part of the services provided, or as approval of any amount invoiced.
- C.7. Invoice Reductions. The Contractor's invoice shall be subject to reduction for amounts included in any invoice or payment that is determined by the State, on the basis of audits conducted in accordance with the terms of this Contract, to not constitute proper compensation for goods delivered or services provided.
- C.8. Deductions. The State reserves the right to deduct from amounts, which are or shall become due and payable to the Contractor under this or any contract between the Contractor and the State of Tennessee, any amounts that are or shall become due and payable to the State of Tennessee by the Contractor.
- C.9. Prerequisite Documentation. The Contractor shall not invoice the State under this Contract until the State has received the following, properly completed documentation.
- a. The Contractor shall complete, sign, and present to the State the "Authorization Agreement for Automatic Deposit Form" provided by the State. By doing so, the Contractor acknowledges and agrees that, once this form is received by the State, payments to the Contractor, under this or any other contract the Contractor has with the State of Tennessee, may be made by ACH; and
  - b. The Contractor shall complete, sign, and return to the State the State-provided W-9 form. The taxpayer identification number on the W-9 form must be the same as the Contractor's Federal Employer Identification Number or Social Security Number referenced in the Contractor's Edison registration information.

**D. MANDATORY TERMS AND CONDITIONS:**

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

The State:

Jennifer Garrison | Transportation Manager  
 TDOT Procurement and Contracts Division  
 J.K. Polk Bldg.  
 505 Deaderick Street  
 Nashville, TN 37243P. 615-924-9443  
 Jennifer.Garrison@tn.gov

## Alternate Contacts (CC on all Communications):

Mark D. Patterson, IT Business Services  
 Tennessee Department of Transportation  
 505 Deaderick Street  
 Nashville, TN 37243  
[mark.d.patterson@tn.gov](mailto:mark.d.patterson@tn.gov)  
 Telephone # 615-532-3010

Donna L. Mitchell, IT Business Services  
 Tennessee Department of Transportation  
 505 Deaderick Street  
 Nashville, TN 37243  
[donna.mitchell@tn.gov](mailto:donna.mitchell@tn.gov)  
 Telephone # 615-741-2314

The Contractor:

**Contractor Contact Name & Title**

**Contractor Name**

**Address**

**Email Address (required)**

**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 C, semi-annually during the Term. If the Contractor is a party to more than one contract with the State, the Contractor may submit one attestation that applies to all contracts with the State. All Contractor attestations shall be maintained by the Contractor and made available to State officials upon request.

b. Prior to the use of any subcontractor in the performance of this Contract, and semi-annually thereafter, during the Term, the Contractor shall obtain and retain a current, written attestation that the subcontractor shall not knowingly utilize the services of an illegal immigrant to perform work under this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant to perform work under this Contract. Attestations obtained from subcontractors shall be maintained by the Contractor and made available to State officials upon request.

c. The Contractor shall maintain records for all personnel used in the performance of this Contract. Contractor's records shall be subject to review and random inspection at any reasonable time upon reasonable notice by the State.

d. The Contractor understands and agrees that failure to comply with this section will be subject to the sanctions of Tenn. Code Ann. § 12-3-309 for acts or omissions occurring after its effective date.

e. For purposes of this Contract, "illegal immigrant" shall be defined as any person who is not: (i) a United States citizen; (ii) a Lawful Permanent Resident; (iii) a person whose physical presence in the United States is authorized; (iv) allowed by the federal Department of Homeland Security and who, under federal immigration laws or regulations, is authorized to be employed in the U.S.; or (v) is otherwise authorized to provide services under the Contract.

- D.11. Records. The Contractor shall maintain documentation for all charges under this Contract. The books, records, and documents of the Contractor, for work performed or money received under this Contract, shall be maintained for a period of five (5) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the State, the Comptroller of the Treasury, or their duly appointed representatives. The financial statements shall be prepared in accordance with generally accepted accounting principles.
- D.12. Monitoring. The Contractor's activities conducted and records maintained pursuant to this Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.13. Progress Reports. The Contractor shall submit brief, periodic, progress reports to the State as requested.
- D.14. Strict Performance. Failure by any Party to this Contract to require, in any one or more cases, the strict performance of any of the terms, covenants, conditions, or provisions of this Contract shall not be construed as a waiver or relinquishment of any term, covenant, condition, or provision. No term or condition of this Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the Parties.
- D.15. Independent Contractor. The Parties shall not act as employees, partners, joint venturers, or associates of one another. The Parties are independent contracting entities. Nothing in this Contract shall be construed to create an employer/employee relationship or to allow either Party to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one Party are not employees or agents of the other Party.
- D.16. Patient Protection and Affordable Care Act. The Contractor agrees that it will be responsible for compliance with the Patient Protection and Affordable Care Act ("PPACA") with respect to itself and its employees, including any obligation to report health insurance coverage, provide health insurance coverage, or pay any financial assessment, tax, or penalty for not providing health insurance. The Contractor shall indemnify the State and hold it harmless from any costs to the State arising from Contractor's failure to fulfill its PPACA responsibilities for itself or its employees.
- D.17. Limitation of State's Liability. The State shall have no liability except as specifically provided in this Contract. In no event will the State be liable to the Contractor or any other party for any lost revenues, lost profits, loss of business, decrease in the value of any securities or cash position, time, goodwill, or any indirect, special, incidental, punitive, exemplary or consequential damages of any nature, whether based on warranty, contract, statute, regulation, tort (including but not limited to negligence), or any other legal theory that may arise under this Contract or otherwise. The State's total liability under this Contract (including any exhibits, schedules, amendments or other attachments to the Contract) or otherwise shall under no circumstances exceed the Maximum Liability. This limitation of liability is cumulative and not per incident.
- D.18. Limitation of Contractor's Liability. In accordance with Tenn. Code Ann. § 12-3-701, the Contractor's liability for all claims arising under this Contract shall be limited to an amount equal to two (2) times the Maximum Liability amount detailed in Section C.1. and as may be amended, 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. For clarity, except as otherwise expressly set forth in this Section, Contractor's indemnification obligations and other remedies available under this Contract are subject to the limitations on liability set forth in this Section.
- 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' fees, court costs, expert witness fees, and other litigation expenses 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 for the affected obligations until Contractor resumes performance of the affected obligations; or (b) immediately terminate this Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Contractor will not increase its charges under this Contract or charge the State any fees other than those provided for in this Contract as the result of a Force Majeure Event.
- D.25. State and Federal Compliance. The Contractor shall comply with all State and federal laws and regulations applicable to Contractor in the Contractor's performance of this Contract.
- D.26. Governing Law. This Contract shall be governed by and construed in accordance with the laws of the State of Tennessee, without regard to its conflict or choice of law rules. The Tennessee Claims Commission or the state or federal courts in Tennessee shall be the venue for all claims, disputes, or disagreements arising under this Contract. The Contractor acknowledges and agrees that any rights, claims, or remedies against the State of Tennessee or its employees arising under this Contract shall be subject to and limited to those rights and remedies available under Tenn. Code Ann. §§ 9-8-101 - 408.



- D.27. Entire Agreement. This Contract is complete and contains the entire understanding between the Parties relating to its subject matter, including all the terms and conditions of the Parties' agreement. This Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the Parties, whether written or oral.
- D.28. Severability. If any terms and conditions of this Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions of this Contract shall not be affected and shall remain in full force and effect. The terms and conditions of this Contract are severable.
- D.29. Headings. Section headings of this Contract are for reference purposes only and shall not be construed as part of this Contract.
- D.30. Incorporation of Additional Documents. Each of the following documents is included as a part of this Contract by reference. In the event of a discrepancy or ambiguity regarding the Contractor's duties, responsibilities, and performance under this Contract, these items shall govern in order of precedence below:
- a. any amendment to this Contract, with the latter in time controlling over any earlier amendments;
  - b. this Contract with any attachments or exhibits (excluding the items listed at subsections c. through f., below), which includes Contract Attachments A through D
  - c. any clarifications of or addenda to the Contractor's proposal seeking this Contract;
  - d. the State solicitation, as may be amended, requesting responses in competition for this Contract;
  - e. any technical specifications provided to proposers during the procurement process to award this Contract; and
  - f. the Contractor's response seeking this Contract.
- D.31. Iran Divestment Act. The requirements of Tenn. Code Ann. § 12-12-101, *et seq.*, addressing contracting with persons as defined at Tenn. Code Ann. §12-12-103(5) that engage in investment activities in Iran, shall be a material provision of this Contract. The Contractor certifies, under penalty of perjury, that to the best of its knowledge and belief that it is not on the list created pursuant to Tenn. Code Ann. § 12-12-106.
- D.32. Insurance. Contractor shall maintain insurance coverage as specified in this Section. The State reserves the right to amend or require additional insurance coverage, coverage amounts, and endorsements required under this Contract. Contractor's failure to maintain or submit evidence of insurance coverage, as required, is a material breach of this Contract. If Contractor loses insurance coverage, fails to renew coverage, or for any reason becomes uninsured during the Term, Contractor shall immediately notify the State. All insurance companies providing coverage must be: (a) acceptable to the State; (b) authorized by the Tennessee Department of Commerce and Insurance ("TDCI"); and (c) rated A- / VII or better by A.M. Best. All coverage must be on a primary basis and noncontributory with any other insurance or self-insurance carried by the State. Contractor agrees to name the State as an additional insured on any insurance policy with the exception of workers' compensation (employer liability) and professional liability (errors and omissions) insurance. All policies must contain an endorsement for a waiver of subrogation in favor of the State. Any deductible or self-insured retention ("SIR") over fifty thousand dollars (\$50,000) must be approved by the State. The deductible or SIR and any premiums are the Contractor's sole responsibility. The Contractor agrees that the insurance requirements specified in this Section do not reduce any liability the Contractor has assumed under this Contract including any indemnification or hold harmless requirements.

To achieve the required coverage amounts, a combination of an otherwise deficient specific policy and an umbrella policy with an aggregate meeting or exceeding the required coverage amounts is acceptable. For example: If the required policy limit under this Contract is for two million dollars (\$2,000,000) in coverage, acceptable coverage would include a specific policy covering one million dollars (\$1,000,000) combined with an umbrella policy for an additional one million dollars (\$1,000,000). If the deficient underlying policy is for a coverage area without aggregate limits

(generally Automobile Liability and Employers' Liability Accident), Contractor shall provide a copy of the umbrella insurance policy documents to ensure that no aggregate limit applies to the umbrella policy for that coverage area. In the event that an umbrella policy is being provided to achieve any required coverage amounts, the umbrella policy shall be accompanied by an endorsement at least as broad as the Insurance Services Office, Inc. (also known as "ISO") "Noncontributory—Other Insurance Condition" endorsement or shall be written on a policy form that addresses both the primary and noncontributory basis of the umbrella policy if the State is otherwise named as an additional insured.

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

The State agrees that it shall give written notice to the Contractor as soon as practicable after the State becomes aware of any claim asserted or made against the State, but in no event later than thirty (30) calendar days after the State becomes aware of such claim. The failure of the State to give notice shall only relieve the Contractor of its obligations under this Section to the extent that the Contractor can demonstrate actual prejudice arising from the failure to give notice. This Section shall not grant the Contractor or its insurer, through its attorneys, the right to represent the State in any legal matter, as the right to represent the State is governed by Tenn. Code Ann. § 8-6-106.

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

a. Commercial General Liability ("CGL") Insurance

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

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

b. Workers' Compensation and Employer Liability Insurance

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

c. Automobile Liability Insurance

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

d. Technology Professional Liability (Errors & Omissions)/Cyber Liability Insurance

- 1) The Contractor shall maintain technology professional liability (errors & omissions)/cyber liability insurance appropriate to the Contractor's profession in an amount not less than ten million dollars (\$10,000,000) per occurrence or claim and ten million dollars (\$10,000,000) annual aggregate, covering all acts, claims, errors, omissions, negligence, infringement of intellectual property (including copyright, patent and trade secret); network security and privacy risks, including but not limited to unauthorized access, failure of security, information theft, damage to destruction of or alteration of electronic information, breach of privacy perils, wrongful disclosure and release of private information, collection, or other negligence in the handling of confidential information, and including coverage for related regulatory fines, defenses, and penalties.
- 2) Such coverage shall include data breach response expenses, in an amount not less than ten million dollars (\$10,000,000) and payable whether incurred by the State or Contractor, including but not limited to consumer notification, whether or not required by law, computer forensic investigations, public relations and crisis

management firm fees, credit file or identity monitoring or remediation services and expenses in the performance of services for the State or on behalf of the State hereunder.

e. Crime Insurance

- 1) The Contractor shall maintain crime insurance, which shall be written on a “loss sustained form” or “loss discovered form” providing coverage for third party fidelity, including cyber theft and extortion. The policy must allow for reporting of circumstances or incidents that may give rise to future claims, include an extended reporting period of no less than two (2) years with respect to events which occurred but were not reported during the term of the policy, and not contain a condition requiring an arrest or conviction.
2. Any crime insurance policy shall have a limit not less than one million dollars (\$1,000,000) per claim and one million dollars (\$1,000,000) in the aggregate. Any crime insurance policy shall contain a Social Engineering Fraud Endorsement with a limit of not less than two hundred and fifty thousand dollars (\$250,000). This insurance may be written on a claims-made basis, but in the event that coverage is cancelled or non-renewed, the Contractor shall purchase an extended reporting or “tail coverage” of at least two (2) years after the Term.

f. Professional Liability Insurance

- i. Professional liability insurance shall be written on an occurrence basis or on a claims-made basis. If this coverage is written on a claims-made basis, then:

1. The retroactive date must be shown, and must be on or before the earlier of the Effective Date of the Contract or the beginning of Contract work or provision of goods and services;
2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) full years from the date of the final Contract payment; and
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date on or prior to the Contract Effective Date, the Contractor must purchase “extended reporting” or “tail coverage” for a minimum of five (5) full years from the date of the final Contract payment.

- ii. Any professional liability insurance policy shall have a limit not less than one million dollars (\$1,000,000) per claim and two million dollars (\$2,000,000) in the aggregate; and

- iii. If the Contract involves the provision of services by medical professionals, a policy limit not less than three million (\$3,000,000) per claim and three million dollars (\$3,000,000) in the aggregate for medical malpractice insurance.

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

D.34. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law. All material and information, regardless of form, medium or method of communication, provided to the Contractor by the State

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

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

- D.35. Boycott of Israel. The Contractor certifies that it is not currently engaged in, and covenants that it will not, for the duration of the Contract, engage in a Boycott of Israel, as that term is defined in Tenn. Code Ann. § 12-4-119.

**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. 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 40100 50919 (RFP Attachment B – B.15.) and resulting in this Contract.

The Contractor shall assist the State in monitoring the Contractor's performance of this commitment by providing, as requested, a monthly report of participation in the performance of this Contract by small business enterprises and businesses owned by minorities, women, service-disabled veterans, and persons with disabilities. Such reports shall be provided to the State of Tennessee Governor's Office of Diversity Business Enterprise in the TN Diversity Software available online at: <https://tn.diversitysoftware.com/FrontEnd/StartCertification.asp?TN=tn&XID=9810>.

- E.3. Intellectual Property Indemnity. The Contractor agrees to indemnify and hold harmless the State of Tennessee as well as its officers, agents, and employees from and against any and all claims or suits which may be brought against the State concerning or arising out of any claim of an alleged patent, copyright, trade secret or other intellectual property infringement. In any such claim or action brought against the State, the Contractor shall satisfy and indemnify the State for the amount of any settlement or final judgment, and the Contractor shall be responsible for all legal or other fees or expenses incurred by the State arising from any such claim. The State shall give the Contractor notice of any such claim or suit, however, the failure of the State to give such notice shall only relieve Contractor of its obligations under this Section to the extent Contractor can demonstrate actual prejudice arising from the State's failure to give notice. This Section shall not grant the Contractor, through its attorneys, the right to represent the State of Tennessee in any legal matter, as provided in Tenn. Code Ann. § 8-6-106.
- E.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. 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.7. 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.8. 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.9. Contractor Hosted Services Confidential Data, Audit, and Other Requirements
- a. "Confidential State Data" is defined as data deemed confidential by State or Federal statute or regulation. The Contractor shall protect Confidential State Data as follows:
- (1) The Contractor shall ensure that all Confidential State Data is housed in the continental United States, inclusive of backup data.
  - (2) The Contractor shall encrypt Confidential State Data at rest and in transit using the current version of Federal Information Processing Standard ("FIPS") 140-2 or 140-3 (current applicable version) validated encryption technologies. The State shall control all access to encryption keys. The Contractor shall provide installation and maintenance support at no cost to the State.
  - (3) The Contractor and the Contractor's processing environment containing Confidential State Data shall either (1) be in accordance with at least one of the following security standards: (i) International Standards Organization ("ISO") 27001; (ii) Federal Risk and Authorization Management Program ("FedRAMP"); or (2) be subject to an annual engagement by a CPA firm in accordance with the standards of the American Institute of Certified Public Accountants ("AICPA") for a System and Organization Controls for service organizations ("SOC") Type II audit. The State shall approve the SOC audit control objectives. The Contractor shall provide proof of current ISO certification or FedRAMP authorization for the Contractor and Subcontractor(s), or provide the State with the Contractor's and Subcontractor's annual SOC Type II audit report within 30 days from when the CPA firm provides the audit report to the Contractor or Subcontractor. The Contractor shall submit corrective action plans to the State for any issues included in the audit report within 30 days after the CPA firm provides the audit report to the Contractor or Subcontractor.

If the scope of the most recent SOC audit report does not include all of the current State fiscal year, upon request from the State, the Contractor must provide to the State a letter from the Contractor or Subcontractor stating whether the Contractor or Subcontractor made any material changes to their control environment since the prior audit and, if so, whether the changes, in the opinion of the Contractor or Subcontractor, would negatively affect the auditor's opinion in the most recent audit report.

No additional funding shall be allocated for these certifications, authorizations, or audits as these are included in the Maximum Liability of this Contract.

- (4) The Contractor must annually perform Penetration Tests and Vulnerability Assessments against its Processing Environment. "Processing Environment" shall mean the combination of software and hardware on which the Application runs. "Application" shall mean the computer code that supports and accomplishes the State's requirements as set forth in this Contract. "Penetration Tests" shall be in the form of attacks on the Contractor's computer system, with

the purpose of discovering security weaknesses which have the potential to gain access to the Processing Environment's features and data. The "Vulnerability Assessment" shall be designed and executed to define, identify, and classify the security holes (vulnerabilities) in the Processing Environment. The Contractor shall allow the State, at its option, to perform Penetration Tests and Vulnerability Assessments on the Processing Environment.

- (5) Upon State request, the Contractor shall provide a copy of all Confidential State Data it holds. The Contractor shall provide such data on media and in a format determined by the State
- (6) Upon termination of this Contract and in consultation with the State, the Contractor shall destroy all Confidential State Data it holds (including any copies such as backups) in accordance with the current version of National Institute of Standards and Technology ("NIST") Special Publication 800-88. The Contractor shall provide a written confirmation of destruction to the State within ten (10) business days after destruction.

b. Minimum Requirements

- (1) The Contractor and all data centers used by the Contractor to host State data, including those of all Subcontractors, must comply with the State's Enterprise Information Security Policies as amended periodically. The State's Enterprise Information Security Policies document is found at the following URL: <https://www.tn.gov/finance/strategic-technology-solutions/strategic-technology-solutions/sts-security-policies.html>.
- (2) The Contractor agrees to maintain the Application so that it will run on a current, manufacturer-supported Operating System. "Operating System" shall mean the software that supports a computer's basic functions, such as scheduling tasks, executing applications, and controlling peripherals.
- (3) If the Application requires middleware or database software, Contractor shall maintain middleware and database software versions that are at all times fully compatible with current versions of the Operating System and Application to ensure that security vulnerabilities are not introduced.

c. Comptroller Audit Requirements

Upon reasonable notice and at any reasonable time, the Contractor and Subcontractor(s) agree to allow the State, the Comptroller of the Treasury, or their duly appointed representatives to perform information technology control audits of the Contractor and all Subcontractors used by the Contractor. Contractor will maintain and cause its Subcontractors to maintain a complete audit trail of all transactions and activities in connection with this Contract. Contractor will provide to the State, the Comptroller of the Treasury, or their duly appointed representatives access to Contractor and Subcontractor(s) personnel for the purpose of performing the information technology control audit.

The information technology control audit may include a review of general controls and application controls. General controls are the policies and procedures that apply to all or a large segment of the Contractor's or Subcontractor's information systems and applications and include controls over security management, access controls, configuration management, segregation of duties, and contingency planning. Application controls are directly related to the application and help ensure that transactions are complete, accurate, valid, confidential, and available. The audit shall include the Contractor's and

Subcontractor's compliance with the State's Enterprise Information Security Policies and all applicable requirements, laws, regulations or policies.

The audit may include interviews with technical and management personnel, physical inspection of controls, and review of paper or electronic documentation.

For any audit issues identified, the Contractor and Subcontractor(s) shall provide a corrective action plan to the State within 30 days from the Contractor or Subcontractor receiving the audit report.

Each party shall bear its own expenses incurred while conducting the information technology controls audit.

- d. **Business Continuity Requirements.** The Contractor shall maintain set(s) of documents, instructions, and procedures which enable the Contractor to respond to accidents, disasters, emergencies, or threats without any stoppage or hindrance in its key operations ("Business Continuity Requirements"). Business Continuity Requirements shall include:
- (1) "Disaster Recovery Capabilities" refer to the actions the Contractor takes to meet the Recovery Point and Recovery Time Objectives defined below. Disaster Recovery Capabilities shall meet the following objectives:
    - i. Recovery Point Objective ("RPO"). The RPO is defined as the maximum targeted period in which data might be lost from an IT service due to a major incident: one (1) hour.
    - ii. Recovery Time Objective ("RTO"). The RTO is defined as the targeted duration of time and a service level within which a business process must be restored after a disaster (or disruption) in order to avoid unacceptable consequences associated with a break in business continuity: twenty-four (24) hours.
  - (2) The Contractor and the Subcontractor(s) shall perform at least one Disaster Recovery Test every three hundred sixty-five (365) days. A "Disaster Recovery Test" shall mean the process of verifying the success of the restoration procedures that are executed after a critical IT failure or disruption occurs. The Disaster Recovery Test shall use actual State Data Sets that mirror production data, and success shall be defined as the Contractor verifying that the Contractor can meet the State's RPO and RTO requirements. A "Data Set" is defined as a collection of related sets of information that is composed of separate elements but can be manipulated as a unit by a computer. The Contractor shall provide written confirmation to the State after each Disaster Recovery Test that its Disaster Recovery Capabilities meet the RPO and RTO requirements.
- E.10. Additional lines, items, or options. At its sole discretion, the State may make written requests to the Contractor to add lines, items, or options that are needed and within the Scope but were not included in the original Contract. Such lines, items, or options 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 lines, items, or options, the Contractor shall have ten (10) business days to respond with a written proposal. The Contractor's written proposal shall include:
    - i. The effect, if any, of adding the lines, items, or options on the other goods or services required under the Contract;
    - ii. Any pricing related to the new lines, items, or options;
    - iii. The expected effective date for the availability of the new lines, items, or options; and
    - iv. 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 lines, items, or options.

E.11. Survival. The terms, provisions, representations, and warranties contained in this Contract which by their sense and context are intended to survive the performance and termination of this Contract, shall so survive the completion of performance and termination of this Contract.

**IN WITNESS WHEREOF,**

**CONTRACTOR LEGAL ENTITY NAME:**

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**CONTRACTOR SIGNATURE**

**DATE**

---

**PRINTED NAME AND TITLE OF CONTRACTOR SIGNATORY (above)**

**TENNESSEE DEPARTMENT OF TRANSPORTATION:**

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**HOWARD E. ELEY, COMISSIONER**

**DATE**

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

**DATE**

## CONTRACT ATTACHMENT A

## Definitions and Abbreviations

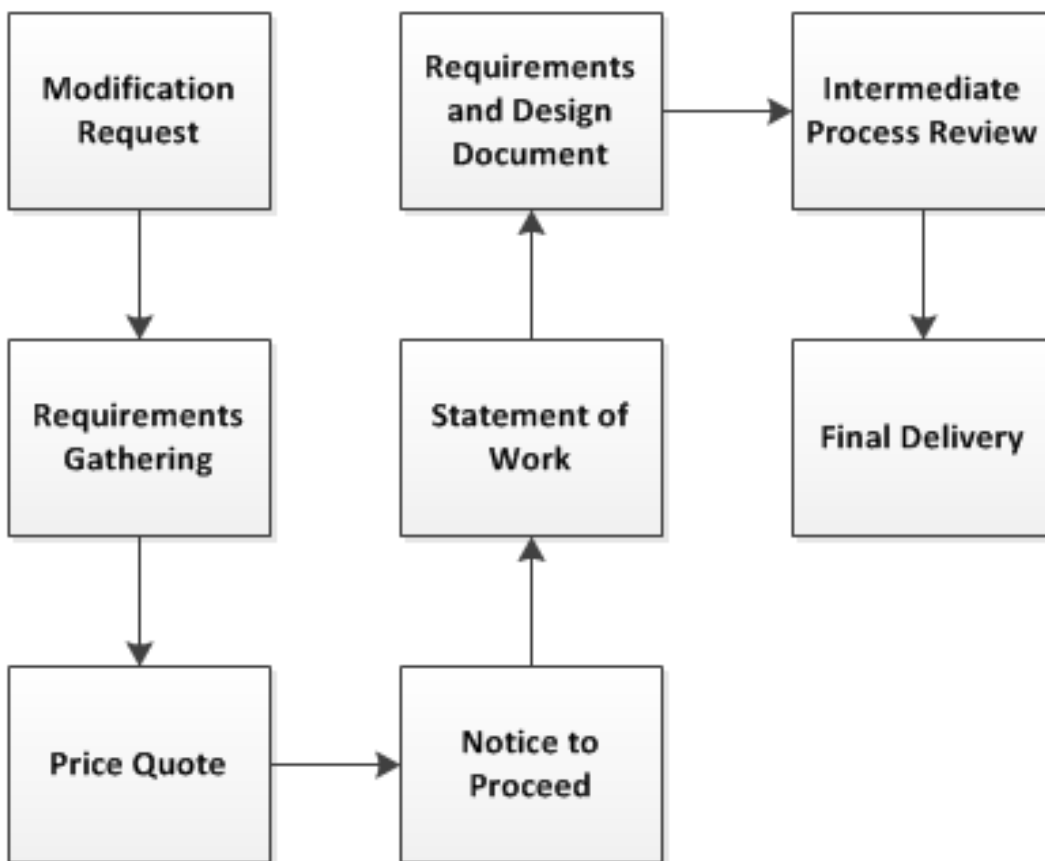
TERM	DEFINITION
508 ADA Standards	The Americans with Disability Act Section 508 Standards were published in the Federal Register on December 21, 2000 (36 CFR Part 1194). These Standards contain technical criteria specific to various types of technologies and performance-based requirements which focus on functional capabilities of covered products. A guide to the Section 508 Standards are located at the following website: <a href="https://www.access-board.gov/guidelines-and-standards/communications-and-it/about-the-section-508-standards/guide-to-the-section-508-standards">https://www.access-board.gov/guidelines-and-standards/communications-and-it/about-the-section-508-standards/guide-to-the-section-508-standards</a>
Active Directory (AD)	Active Directory is a Microsoft developed product that provides a broad range of directory-based identity-related services
Azure Active Directory (AAD)	Azure Active Directory (AAD) is a cloud-based identity and access management service. This management service facilitates access to external resources, such as SaaS applications.
As-Built	As-Built drawings are a revised set of drawings submitted by a contractor upon completion of a project. These drawings state the geometry, dimensions and location of all aspects of the completed work, reflecting all changes made during the construction process.
Bootstrap	Bootstrap is a technique of loading a program into a computer by means of a few initial instructions that enable the introduction of the rest of the program from an input device.
Cascading Style Sheets (CSS)	Cascading Style Sheets (“CSS”) is a style sheet language used for describing the presentation of a document written in a markup language.
Construction Plan Set	A set of construction or working drawings (often referred to as blueprints) that define all the construction specifications for a project. Also called a “Plan Set.”
Construction Plan Sheet	Construction drawing or working drawing (often referred to as a blueprint) that is part of a project’s construction Plan Set. Also called a “Plan Sheet”
Data	All State data uploaded to ECPCS, and all data generated through operation of ECPCS.
End User	A person who uses the ECPCS software or system but does not have the authority to perform administrative functions. (In contrast to State Administrative Personnel defined below).

Hashing (Hashed Password)	Converting a password into something that appears different from its original form through a mathematical algorithm. A password stored in the ECPCS database is the “hash” and not the actual password. To verify the users identity, the password provided by a user logging into ECPCS is hashed and then check against the hash stored in the database.
HTML5	HTML5 is a markup language used for structuring and presenting content on the World Wide Web. It is the fifth and current major version of the Hypertext Markup Language (“HTML”) standard.
HTTP	Hyper Text Transfer Protocol – HTTP is the underlying protocol used by the World Wide Web to define how messages are formatted and transmitted, and what actions Web servers and browsers should take in response to various commands.
Offline	A device that is not electronically connected to another computer, the internet, or other network.
Online	A device that is connected to the internet or other network.
PDF	Portable Document Format – PDF is a file format used to present documents in a manner independent of application software, hardware, and operating systems.
Prime Contractor	Construction company that has a contract with TDOT for a TDOT construction project or job, and has the full responsibility for its completion. The Prime Contractor undertakes to perform a complete contract, and may employ (and manage) one or more subcontractors to carry out specific parts of the contract.
Punch List	A Punch List is a document prepared near the end of a construction project listing work not conforming to contract specifications that the contractor must complete prior to final payment. The work may include incomplete or incorrect installations or incidental damage to existing finishes, material, and structures.
Salting (Salted Password)	Adding an additional string of thirty-two (32) or more characters that are randomly generated by a cryptographically secure function to a password before it gets hashed (see “Hashing” definition above). Password salting increases password complexity without affecting user experience.
Services	The Deliverables and services described in Sections A.1. – A.21. and Section E.9 of this Contract.
Sealed Construction Plan Set or Sheet	A Sealed Construction Plan Sheet is a drawing/blueprint that has been sealed by an authorized architect or engineer. This authorized professional must review, and in some cases supervise the drawing of this document. They then put their professional seal on it. This means they take full responsibility for all the information provided.
Software as a Service (SaaS)	Software as a Service (SaaS) is a software licensing and delivery model in which software is licensed on a subscription basis and is centrally hosted. SaaS is typically accessed by users via a web browser.

Standard Drawings	TDOT maintains Standard Drawings that contain commonly used construction notes and details. These Standard Drawings are referenced from TDOT construction plans so that these notes and details do not have to be recopied into every set of plans. Standard Drawings help reduce both the number of drawings in project plans and the time it takes to prepare them. The State's Standard Drawings located at <a href="http://www.tn.gov/tdot/section/chief-engineer-design-standard-drawings-library">http://www.tn.gov/tdot/section/chief-engineer-design-standard-drawings-library</a> .
State Administrative Personnel	Authorized persons that perform administrative functions within the ECPCS system on behalf of the State
State Administrator	Singular for State Administrative Personnel
System Error	A System Error is an instruction within an Operating System that is either not recognized by the Operating System or is in violation of the procedural rules.
TLS	Transport Layer Security (TLS) is a cryptographic protocol that provides communications security over a computer network. Websites are able to use TLS to secure all communications between their servers and web browsers.

# Change Order Process

## Workflow



**CONTRACT ATTACHMENT B - continued**

# Change Order Process

## **Phase 1 – Modification Request**

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

## **Phase 2 – Requirements Gathering**

The Contractor's requirements gathering process involves determining the needs or conditions to meet for a new or altered product, taking into account of the possibility of conflicting requirements of the various stakeholders. This process shall include establishing a software enhancement development and release schedule based on a prioritized backlog of work. The requirements must be actionable, measurable, testable, related to identified business needs or opportunities, and defined to a level of detail sufficient for system design.

## **Phase 3 – Price Quote**

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

## **Phase 4 – Notice to Proceed**

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

## **Phase 5 – Statement of Work**

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

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

## **Phase 6 – Requirements and Design Document**

The Contractor shall provide:

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

The Contractor shall deliver the Requirements and Design Document via email at least (3) three business days before the scheduled review with the State.

### **Phase 7 – Intermediate Review**

If the change order includes incremental development stages, a review will be conducted by the State at the end of each prescribed interval to ensure product is adhering to acceptance criteria during development and will be subject to successful User Acceptance Testing (UAT).

#### **Deliverables:**

The Contractor shall provide media that must include:

- 1. Documents folder containing the final change order design.
- 2. Software release folder containing release notes.
- 3. Contractor may include other folders/files as appropriate.

### **Phase 8 – Final Delivery**

#### **Deliverables:**

- 1. The Contractor shall provide media that must include:
  - a. Documents folder containing the final change order design.
    - i. Statement of Work
    - ii. Requirements and Design Document
    - iii. Release notes describing date of release, version number, description of new, modified or deleted features, and any additional notes
  - b. Contractor may include other folders/files as appropriate.

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

<b>SUBJECT CONTRACT NUMBER:</b>	
<b>CONTRACTOR LEGAL ENTITY NAME:</b>	
<b>EDISON VENDOR IDENTIFICATION NUMBER:</b>	

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

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**CONTRACTOR SIGNATURE**

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

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**PRINTED NAME AND TITLE OF SIGNATORY**


---

**DATE OF ATTESTATION**



**ATTACHMENT D****Job Titles and Descriptions**

- A. Junior Developer – Involved with developing, designing, and building databases and creating applications. Possesses specialized knowledge related to computer programs, (e.g. SQL Server, ITS Architectures, etc.), writing and designing of complex business applications.
- B. Senior Developer - Responsible for developing, designing, and building databases and creating applications. Possesses specialized knowledge related to computer programs, (e.g. SQL Server, ITS Architectures, etc.), writing and designing of complex business applications. Developers at this level may oversee the work of Junior Developers and other computer technicians.
- C. Junior Architect- This position requires a Bachelor's Degree in Data Science. Data Scientists at this level work at the general supervision of a senior data scientists. This position uses analytical, statistical, and programming skills to collect large data sets. They develop data-driven solutions explicitly tailored toward the needs of an organization.
- D. Senior Architect- This position requires a minimum of 5 years of experience in Data Management. Data Scientists at this level coordinate the work of team members and manage project budgets.
- E. Project Manager- This position requires at least 8 years of project management experience with exposure to a variety of planning projects and a good understanding of project management concepts. The project manager will set overall objectives, prioritize critical issues and policy matters. The project manager may directly implement smaller projects or phases and tasks within large projects through supervising, coordinating and reviewing the work of the subordinates.
- F. Senior Project Manager- This position requires at least 10 years of project management experience with exposure to a variety of planning projects and a good understanding of project management concepts. The project manager will set overall objectives, prioritize critical issues and policy matters. The project manager may directly implement smaller projects or phases large projects as well as guiding the larger project through supervising, coordinating and reviewing the work of the subordinates.
- G. Business Analyst – Business Analysts gather and analyze data to form business insights and suggest solutions for improvement in support of business projects. The position identifies issues in the IT processes of a business or organization.
- H. Technical Writer – Responsible for determining the most concise and logical way to present information for effective reader comprehension. Meets with subject-matter experts to ensure IT topics are appropriately addressed. Analyzes information needed for developing and updating policy, procedure and form documentation.

# [Insert name] Memorandum of Understanding (MOU) Template

The State and the Contractor will enter into an MOU using the following template:

**MEMORANDUM OF UNDERSTANDING BETWEEN  
TENNESSEE DEPARTMENT OF TRANSPORTATION  
AND  
(CONTRACTOR NAME)**

**MOU # \_\_\_\_\_**

**THIS MEMORANDUM OF UNDERSTANDING** is by and between the State of Tennessee, Department of Transportation (“State”) and Contractor Legal Entity Name (“Contractor”).

**WHEREAS**, the State, with a primary business address at 505 Deaderick Street, James K. Polk Building, Nashville, Tennessee 37243;

**WHERE**, the Contractor with a primary business address at contractor address, is a (publicly owned corporation, privately owned corporation, Limited Liability Corporation, sole proprietorship, etc.)

**WHEREAS**, the State has a mutual interest in the (purpose for the MOU).

**WHEREAS**, the State and the Contractor seek to (reason for entering into the MOU).

**NOW THEREFORE**, In consideration of the mutual promises herein contained, the parties have agreed and do hereby enter into this Memorandum of Understanding according to the provisions set out herein:

A. The State agrees to the following:

- 1.
- 2.
- 3.

B. The Contractor agrees to the following:

- 1.
- 2.
- 3.

C. The Terms and Conditions of State Contract # (insert contract number) govern this MOU document

The persons executing this MOU on behalf of their respective entities hereby represent and warrant they have the right, power, legal capacity, and appropriate authority to enter into this MOU on behalf of the entity for which they sign.

**CONTRACTOR**

**STATE**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_