



**STATE OF TENNESSEE  
DEPARTMENT OF TRANSPORTATION**

**REQUEST FOR PROPOSALS  
FOR  
INTEGRATED RIGHT-OF-WAY INFORMATION SYSTEM**

**RFP # 40100-51396**

**Release #2**

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## 1. INTRODUCTION

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The State of Tennessee, Department of Transportation, hereinafter referred to as “the State,” 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.

### 1.1. Statement of Procurement Purpose

The State intends to procure a vendor-hosted, secure, cloud-based Integrated Right-of-Way Information System, hereinafter referred to as “IRIS.” IRIS is required for managing Right-of-Way (“ROW”) and Utility/Railroad coordination, associated project records and archives, state and federal compliance, and maintaining stringent project budget controls. The system shall be tailored to meet specific business processes and workflow among the ROW and Utility/Railroad functions which encompass appraisal, acquisition, relocation, excess land, property interest inventory, engineering, utilities, permitting, and railroads. Updates and enhancements to the system will increase efficiency, assist with project scheduling goals, compliance accountability, improve project management capabilities, eliminate older system dependencies, allow for additional functionality, enhanced user interaction, automation, mobility, and the ability to configure the system for future product enhancements.

The new contract will be effective upon signatures, have an initial term of six (6) years, and allow up to five (5) one-year renewal options for a total of eleven (11) years. The State prefers the new IRIS System is fully implemented and fully functional within 12-month of contract signing. However, the State will work with the selected Contractor on a mutually agreed-upon implementation plan.

The State Transportation Improvement Plan for 2023-2025 can be found at [tn.gov/content/dam/tn/tdot/programdevelopment/Tennessee STIP 2023-2026 Final R 2-28-24.pdf](https://tn.gov/content/dam/tn/tdot/programdevelopment/Tennessee%20STIP%202023-2026%20Final%20R%202-28-24.pdf).

#### 1.1.2. Background and Description of Current ROW Applications.

BEM Systems developed and deployed the IRIS system in 2015, and IRIS is currently hosted by the State in the State Data Center. The State requires an enterprise unlimited user license, and anticipates approximately 350 concurrent State IRIS users at any time.

The IRIS database is approximately 16GB and comprises four hundred and six (406) tables. Approximately two hundred (200) standard e-forms, sub-forms, and templates are stored in IRIS, and forty-eight (48) standard reports are used in IRIS.

A short summary of IRIS functional requirements is listed below. This summary is not intended to provide all details related to the system. Refer to the *Pro Forma* contract for the full Scope of IRIS functionality and all technical requirements.

- a. The ROW function tracks parcels of land affected by road construction project right-of-way issues. This system holds physical and cost estimate information describing the land parcel and the associated project. It also tracks the status of the required documents that must be generated for each parcel.

- b. The Relocation function tracks the relocation and compensation of property owners displaced by ROW acquisition. The Relocation function holds physical and cost estimation information which describes the relocation and the associated project. It also tracks the status of the required documents that must be generated for each relocation transaction.
- c. The Utilities function tracks utility facility and conflict relocation coordination (including, but not limited to, water, sewer, gas, electric, fiber optic, etc.), which is affected by road construction projects. The Utilities function holds physical and cost estimate information which describes the relocation coordination and the project associated with it. It also tracks the status of the required documents that must be generated for each utility conflict.
- d. The Utility Permits function tracks information needed for utility installation permits and then generates the permit documents.
- e. The Mail Out function is an automated mailer system that will issue notices of proposed projects to utilities to coordinate utility facilities potentially affected by the proposed construction.
- f. The Railroad function tracks railroad coordination and property operations that conflict with road construction projects. The Railroad function holds data considerations for activity dates, responses, conflict documentation (e.g., grade crossing, bridge RR over, bridge RR under, adjacent property), cost estimates, engineering, railroad inventory (e.g., FRA DOT#, MP, fee or easement), and railroad construction specifications relevant to the specific roadway project.
- g. The Excess Land function tracks the disposal, lease, and easement of property under excess land provisions. The Excess Land function holds physical information which describes the land parcel and the excess land transactions associated with it. It also tracks the inventory of excess lands and the status of the required documents that must be generated for the transactions. This function also includes the ability to investigate transactions which conflict with known projects being developed and or known utility permits.
- h. The Property Interest Inventory function maintains an inventory of all property acquisitions and generates accounting reports of those acquisitions which meet GASB standards.
- i. IRIS utilizes Geospatial Information System (GIS) technology to efficiently exchange electronic files with outside entities to access current land ownership, basic parcel configuration, aerial photography, and land use. Maintaining Geospatial records for State-owned ROW supports an inventory of assets held by the State.

## 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 # 40100-51396**

- 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 312 ROSA L.  
PARKS AVE  
NASHVILLE,  
TENNESSEE 37243  
(615) 360-4460  
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  
CENTRAL  
PROCUREMENT  
OFFICE 312 ROSA L.  
PARKS AVE  
NASHVILLE,  
TENNESSEE 37243

(615) 741-3836  
HELEN.CROWLEY@TN.GOV

- 1.4.3. Only the State's official, written responses and communications with Respondents are binding with regard to this RFP. Oral communications between a State official and one or more Respondents are unofficial and non-binding.
- 1.4.4. Potential Respondents must ensure that the State receives all written questions and comments, including questions and requests for clarification, no later than the Written Questions & Comments Deadline detailed in the RFP Section 2, Schedule of Events.
- 1.4.5. Respondents must assume the risk of the method of dispatching any communication or response to the State. The State assumes no responsibility for delays or delivery failures resulting from the Respondent's method of dispatch. Actual or digital "postmarking" of a communication or response to the State by a specified deadline is not a substitute for the State's actual receipt of a communication or response. 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:

### [Join the meeting now](#)

Meeting ID: 253 894 842 404

Passcode: aj23DV9v

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### Dial in by phone

[+1 629-209-4396,,113841982#](#) United States, Triune

[Find a local number](#)

Phone conference ID: 113 841 982#

### Join on a video conferencing device

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

Video ID: 112 676 128 9

[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		January 29, 2025
2. Disability Accommodation Request Deadline	2:00 p.m.	February 3, 2025
3. Pre-response Conference	11:00 a.m.	February 4, 2025
4. Notice of Intent to Respond Deadline	2:00 p.m.	February 6, 2025
5. Written "Questions & Comments" Deadline	2:00 p.m.	February 14, 2025
6. State Response to Written "Questions & Comments"		March 10, 2025
7. Response Deadline	2:00 p.m.	March 28, 2025
8. State Completion of Technical Response Evaluations		April 14, 2025
9. State Schedules Respondent Oral Presentation (Top 5 Ranked Respondents)		April 21, 2025
10. Respondent Oral Presentation	8 a.m. - 4:30 p.m.	May 5, 2025 – May 9, 2025
11. State Opening & Scoring of Cost Proposals	2:00 p.m.	May 13, 2025
12. Negotiations (Optional)		May 14, 2025 – May 16, 2025
13. State Notice of Intent to Award Released <u>and</u> RFP Files Opened for Public Inspection	2:00 p.m.	May 20, 2025
14. End of Protest Period		May 27, 2025
15. State sends contract to Contractor for signature		May 28, 2025
16. Contractor Signature Deadline	2:00 p.m.	June 4, 2025

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 oversize 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 in a sealed package separate from the Technical Response (as detailed in RFP Sections 3.2.3., *et seq.*).

## 3.2. Response Delivery

- 3.2.1. A Respondent must ensure that both the original Technical Response and Cost Proposal documents meet all form and content requirements, including all required signatures, as detailed within this RFP, 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 # 40100-51396 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 # 40100-51396 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 # 40100-51396 COST PROPOSAL ORIGINAL”**

and five (5) copies in the form of a digital document in “PDF” format properly recorded on separate, blank USB flash drive labeled:

**“RFP # 40100-51396 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 # 40100-51396 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 # 40100-51396 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 # 40100-51396 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  
312 ROSA L. PARKS AVE  
NASHVILLE, TENNESSEE 37243  
JOSHUA.POLK@TN.GOV

**3.3. Response & Respondent Prohibitions**

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

contractor).

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

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

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

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

3.3.9. 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. Respondents are cautioned not to provide any materials in response to this RFP that are trade secrets, as defined under Tenn. Code Ann. § 47-25-1702 and any other applicable law. By submitting a response to this RFP, the respondent acknowledges and agrees that the State shall have no liability whatsoever for disclosure of a trade secret under the Uniform Trade Secrets Act, as provided at Tenn. Code Ann. § 47-25-1701-1709, or under any other applicable law. 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>20</b>
<b>Technical Qualifications, Experience &amp; Approach</b> (refer to RFP Attachment 6.2., Section C)	<b>40</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>30</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 Solicitation Coordinator will review the response and determine 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 five (5) 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 Oral Presentations will be for a duration of one (1) hour. Respondents should leave time for potential questions from evaluators. The Oral Presentations will be held virtually. Any additional details regarding the Oral Presentation or Field Test will be provided by the Solicitation Coordinator at the time of scheduling. 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 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 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.

5.2.2. **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 review the Proposal Evaluation Team determinations and scores for consideration along with any other relevant information that might be available and pertinent to contract award.
- 5.3.2. The Solicitation Coordinator will determine the apparent best-evaluated Response using the scoring provided by the Proposal Evaluation Team. To effect a contract award to a Respondent other than the one receiving the highest evaluation process score, the Solicitation Coordinator must provide written justification and obtain the written approval of the Chief Procurement Officer and the Comptroller of the Treasury.

- 5.3.3. The State will issue a Notice of Intent to Award identifying the apparent best-evaluated response and make the RFP files available for public inspection at the time and date specified in the RFP Section 2, Schedule of Events.

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

- 5.3.4. The Respondent identified as offering the apparent best-evaluated response must sign a contract drawn by the State pursuant to this RFP. The Contract shall be substantially the same as the RFP Attachment 6.6., *Pro Forma* Contract. The Respondent must sign the contract by the Contractor Signature Deadline detailed in the RFP Section 2, Schedule of Events. If the Respondent fails to provide the signed Contract by this deadline, the State may determine that the Respondent is non-responsive to this RFP and reject the response.
- 5.3.5. Notwithstanding the foregoing, the State may, at its sole discretion, entertain limited 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 # 40100-51396 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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### TECHNICAL RESPONSE & EVALUATION GUIDE

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

The Solicitation Coordinator will review the response to determine if the Mandatory Requirement Items are addressed as required and mark each with pass or fail. For each item that is not addressed as required, the Solicitation Coordinator 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.

<b>RESPONDENT LEGAL ENTITY NAME:</b>			
<b>Response Page # (Respondent completes)</b>	<b>Item Ref.</b>	<b>Section A— Mandatory Requirement Items</b>	<b>Pass/Fail</b>
		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.).	
	<b>A.1.</b>	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.	
	<b>A.2.</b>	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.	
	<b>A.3.</b>	Provide a current bank reference indicating that the 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.	

<b>RESPONDENT LEGAL ENTITY NAME:</b>			
<b>Response Page # (Respondent completes)</b>	<b>Item Ref.</b>	<b>Section A— Mandatory Requirement Items</b>	<b>Pass/Fail</b>
	<b>A.4.</b>	Provide two current positive credit references from vendors with which the Respondent has done business written in the form of standard business letters, signed, and dated within the past three (3) months	
	<b>A.5.</b>	Provide EITHER: (a) an official document or letter from an accredited credit bureau, verified, and dated within the last three (3) months and indicating a positive credit rating for the Respondent (NOTE: A credit bureau report number without the full report is insufficient and will <u>not</u> be considered responsive.); OR (b) a Dun & Bradstreet short-form report, verified and dated within the last three (3) months and indicating a positive credit rating for the Proposer.	
	<b>A.6.</b>	Provide a statement confirming that the respondent will provide a valid Certificate of Insurance that meets all requirements of the State as outlined in RFP Attachment 6.6 Pro Forma Contract Section D.32 should the respondent be the intended awardee.	
	<b>A.7.</b>	Provide a statement that the Respondent legal entity is based in the United States of America.	
	<b>A.8.</b>	Provide a statement the Respondent certifies the Contractor shall meet the requirements of Pro Forma Contract Section E.10.	
<i>State Use – Solicitation Coordinator Signature, Printed Name &amp; Date:</i>			

**TECHNICAL RESPONSE & EVALUATION GUIDE**

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

<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>
	<b>B.1.</b>	Detail the name, e-mail address, mailing address, telephone number, and facsimile number, if applicable, 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>	<p>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.</p> <p>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.</p>

<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>
	<b>B.10.</b>	<p>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.</p> <p>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.</p>
	<b>B.11.</b>	<p>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.).</p>
	<b>B.12.</b>	<p>Provide a narrative description of the proposed project team, its members, and organizational structure along with an organizational chart identifying the key people who will be assigned to deliver the goods or services required by this RFP.</p>
	<b>B.13.</b>	<p>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.</p>
	<b>B.14.</b>	<p>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:</p> <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>B.15.</b>	<p>Provide documentation of the Respondent's commitment to diversity as represented by the following:</p> <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> </ul>



<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>
		<p>(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:</p> <ul style="list-style-type: none"> <li>(iv) 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> <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> <ul style="list-style-type: none"> <li>(a) the name, title, telephone number and e-mail address of the State contact knowledgeable about the contract;</li> <li>(b) the procuring State agency name;</li> <li>(c) a brief description of the contract's scope of services;</li> <li>(d) the contract period; and</li> <li>(e) the contract number.</li> </ul>

<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>
	<b>B.17.</b>	<p>Provide a statement and any relevant details addressing whether the Respondent is any of the following:</p> <ul style="list-style-type: none"> <li>(a) is presently debarred, suspended, proposed for debarment, or voluntarily excluded from covered transactions by any federal or state department or agency;</li> <li>(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;</li> <li>(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</li> <li>(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.</li> </ul>
		<p><b>SCORE (for <u>all</u> Section B—Qualifications &amp; Experience Items above):</b> (maximum possible score = 20)</p>
<p><i>State Use – Evaluator Identification:</i></p>		

**TECHNICAL RESPONSE & EVALUATION GUIDE**

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

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

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

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

<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>
	<b>C.1.</b>	Provide a narrative that illustrates the Respondent's understanding of the State's requirements and project schedule.		<b>3</b>	
	<b>C.2.</b>	Provide a narrative that illustrates how the Respondent will complete the scope of services, accomplish required objectives, and meet the State's project schedule.		<b>3</b>	
	<b>C.3.</b>	Provide a narrative that illustrates how the Respondent will manage the project, ensure completion of the scope of services, and accomplish required objectives within the State's project schedule.		<b>3</b>	
	<b>C.4.</b>	Describe the Respondent project methodologies and how Respondent shall enable a coherent working relationship with the State's internal Project Management team.		<b>2</b>	
	<b>C.5.</b>	Provide a narrative that illustrates how the Respondent shall work with the State's Internal Project Management team to resolve project issues.		<b>2</b>	
	<b>C.6</b>	Provide a detailed narrative of the three (3) completed projects described in RFP Attachment 6.4, Reference Questionnaire. Explain the specifications of the contract and the services provided. Explain parallels to what is being requested by the State in this RFP. <b>DO NOT INCLUDE CONTRACT BUDGET OR MAXIMUM LIABILITY.</b>		<b>4</b>	
	<b>C.7.</b>	Provide a detailed narrative, including illustrations, of the Software Development Life Cycle used to develop a DOT Right-of-Way information system.		<b>3</b>	

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.8.	Provide a narrative explaining which design model methodology the Respondent has used for other Right-of-Way or similar DOT projects. Provide documentation and a narrative from a completed development project outlining why this methodology was chosen and include the pros and cons of your decision.		3	
	C.9.	Provide a detailed narrative explaining the hardware requirements for the Respondent's Right-of-Way system. Include specifications for running the system in a cloud-based contractor-hosted environment and documentation from prior installations to support these requirements.		3	
	C.10.	Describe Respondent's change control process and explain how it can benefit in a development project. Include the end-to-end steps necessary in managing change control.		3	
	C.11.	Describe Respondent's source control system and how it is managed during a project. Explain how it can be effectively utilized upon completion of the project.		3	
	C.12.	Provide a narrative which explains how the Respondent will integrate Right-of-Way Utilities into the system, and how Respondent will scale the system to meet the needs of the State?		5	
	C.13.	Submit Test Plan documentation that accurately captures the size of the Test environment, and how the Respondent will submit updates to tailor the plan according to State requirements. (NOTE - Respondent may provide an outline, documents, and samples that can be used to assess Respondent's Test methodologies.)		1	
	C.14.	Provide a narrative that describes how the Respondent shall meet the web mapping integration requirements including technology(s) utilized and architecture of the solution.		5	
	C.15.	Please provide a narrative detailing the Respondent's approach to managing parcel data geometry related to ROW needs as detailed in the <i>Pro Forma</i> Contract. Please include interface, tools, and proposed workflows that shall ensure the accuracy of the geometry created as it relates to surveyed coordinate parcel data and project control points.		5	
	C.16.	Please provide a narrative describing how the Respondent shall interface with TDOT's existing Roadway Network LRS to: <ol style="list-style-type: none"> <li>1. Retrieve location information (linear reference and/or coordinate reference) to maintain information relevant to ongoing ROW projects.</li> <li>2. Create and update events related to ROW.</li> </ol>		4	

	<b>C.17.</b>	Provide a narrative that describes the components of a file management system and how it is best utilized in conjunction with the system. Provide documentation showing the Respondent's experience with FileNet and other electronic document repository systems		<b>2</b>	
	<b>C.18.</b>	<p>Provide a narrative that illustrates in detail how the Respondent will meet the requirements in Pro Forma Section A.19., "IRIS Support Hosting, Support and Maintenance". In the narrative, the respondent should describe and provide applicable system screenshots for:</p> <ul style="list-style-type: none"> <li>(a) The Respondent's approach to hosting, including if and to what extent the proposed solution requires modification to run in a cloud-hosted environment.</li> <li>(b) The Respondent's approach to help desk support.</li> <li>(c) The Respondent's approach to Trouble Ticket submission, tracking, and resolution.</li> <li>(d) The Respondent's approach to software Defect corrections.</li> </ul> <p>The Respondent's approach to software upgrades and maintenance.</p>		<b>2</b>	
	<b>C.19.</b>	Describe the Respondent's system capabilities for creating on-demand reports and dashboards. If applicable, specify the particular tool utilized for this purpose, such as Power BI.		<b>2</b>	
	<b>C.20.</b>	Describe the Public versus Private components within the appraisal, relocation, and acquisition functional areas of Right- of-Way and explain how these components are managed within the system.		<b>5</b>	
	<b>C.21.</b>	Provide a narrative explaining what kind of exports can be produced from the system.		<b>5</b>	
	<b>C.22.</b>	Explain how the system is scalable for additional users who need access to the system.		<b>4</b>	
	<b>C.23.</b>	Describe how historical and current data from an existing Oracle database can be migrated to interface with a new or different application. (Provide examples.)		<b>5</b>	
	<b>C.24.</b>	Provide a narrative describing the integration capabilities of Respondent's solution with the software applications listed in Section A.18 of the <i>Pro Forma</i> Contract.		<b>8</b>	
	<b>C.25.</b>	Provide a narrative describing the integration capabilities of Respondent's solution with other system software applications.		<b>3</b>	
<p><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></p>					<b>Total Raw Weighted Score:</b> (sum of Raw Weighted Scores above)
<b>Total Raw Weighted Score</b>					
<b>Maximum Possible Raw Weighted Score</b> <i>(i.e., 5 x the sum of item weights above)</i>					<b>X 40</b> <i>(maximum possible score)</i>
					<b>= SCORE:</b>

*State Use – Evaluator Identification:*

*State Use – Solicitation Coordinator Signature, Printed Name & Date:*

**TECHNICAL RESPONSE & 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 or field test 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.	<p>Provide an overview of the system. Demonstrate high-level navigation and security features, including any GIS mapping capabilities, on both a desktop and mobile platform (where applicable):</p> <p>(a) How the user navigates between each module</p> <p>(b) How user access can be restricted to one or more modules</p> <p>(c) How user access can be restricted based on one or more geographic location and organizational unit</p>		1	
D.2.	<p>Provide a demonstration of any acquired property ROW, coordination of utility relocation, railroad coordination and excess Inventory Management capabilities, including how IRIS can update and receive updated Data from the State’s Linear Referencing and any GIS mapping capabilities on both a desktop and mobile platform (where applicable): location photo imagery, assessment of project with respect to property data (Federal, state, county, recreational, railroad, environmental, historical interests).</p>		1	
D.3.	<p>Provide a demonstration of the process capabilities on both a desktop and mobile platform using the sample scenarios described below and any GIS mapping capabilities (where applicable):</p> <p>(a) <u>Scenario 1</u>: Estimation process for potential project considerations for right-of-way acquisition, utility coordination, and railroad coordination for a comprehensive transmittal for project funding.</p> <p>(b) <u>Scenario 2</u>: Process of right-of-way acquisition inclusive of title search, acquisition legal description generation, contracting for consultant appraisal, review of appraisals by staff and/or consultant appraisal review, approval of offer, negotiation with property owner, tenants, and any liens, utility adjustment services, relocation compensation, closing, and condemnation judgements.</p> <p>(c) <u>Scenario 3</u>: Process of property relocation services compliance with federal regulations inclusive of replacement, residential and commercial, considerations and invoicing for, moving, demolition, rent back, acquired property maintenance services, modifications of remainder, utility adjustments.</p> <p>(d) <u>Scenario 4</u>: Process for early notification of utilities for</p>		1	

<p>potential projects, coordination of utilities that may be impacted by the project, utility approval of consultant engineering services, submittal of utility coordination estimates for relocation contracting, contracting for relocation, supplemental contracts, invoices submitted for contracts, approval of invoices, and project closeout of contracts.</p> <p>(e) <u>Scenario 5</u> Process for the disposal of excess right of way inventory inclusive of inventory, advertising excess property, leasing property, licensing of property.</p> <p>(f) <u>Scenario 6</u>: Process of coordinating railroad involvement inclusive of railroad property acquisition of rights easement and fee, estimation of potential project cost, preliminary engineering, grade crossing inventory, railroad structure involvement, adjacent railroad operations involvement, contracting railroad services, railroad protective services provisions in the state project bid contract, submittal of invoices, approval of invoices, and contract closeout.</p>									
<p><b>D.4.</b> Provide a demonstration of the system's Trouble Ticket System capabilities and any GIS mapping capabilities on both a desktop and mobile platform, where applicable.</p>		<p><b>1</b></p>							
<p align="center"><b>Total Raw Weighted Score</b> (<i>sum of Raw Weighted Scores above</i>):</p> <p align="center">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.</p>									
<table border="0" style="width: 100%;"> <tr> <td colspan="3" style="text-align: center;"><b>total raw weighted score</b></td> </tr> <tr> <td style="text-align: center; width: 50%;"> <b>maximum possible raw weighted score</b>  <i>(i.e., 5 x the sum of item weights above)</i> </td> <td style="text-align: center; width: 10%;"> <b>x 10</b>  <i>(maximum section score)</i> </td> <td style="text-align: center; width: 40%;"> <b>= SCORE:</b> </td> </tr> </table>			<b>total raw weighted score</b>			<b>maximum possible raw weighted score</b> <i>(i.e., 5 x the sum of item weights above)</i>	<b>x 10</b> <i>(maximum section score)</i>	<b>= SCORE:</b>	
<b>total raw weighted score</b>									
<b>maximum possible raw weighted score</b> <i>(i.e., 5 x the sum of item weights above)</i>	<b>x 10</b> <i>(maximum section score)</i>	<b>= SCORE:</b>							
<p><i>State Use – Evaluator Identification:</i></p>									
<p><i>State Use – Solicitation Coordinator Signature, Printed Name &amp; Date:</i></p>									



**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.

<b>RESPONDENT SIGNATURE:</b>			
<b>PRINTED NAME &amp; TITLE:</b>			
<b>DATE:</b>			
<b>RESPONDENT LEGAL ENTITY NAME:</b>			
Cost Item Description	Proposed Cost	State Use Only	
		Evaluation Factor	Evaluation Cost (cost x factor)
IRIS Implementation Total Cost	\$ /EA	1	
IRIS Unlimited User License, Including Hosting, Support, and Maintenance – Year 1  (Note: Payment for hosting, support and maintenance shall be prorated from the Go-live date to the end of the year in which the Go-live occurs.)	\$ / YEAR	1	
IRIS Unlimited User License, Including Hosting, Support, and Maintenance – Year 2	\$ / YEAR	1	
IRIS Unlimited User License, Including Hosting, Support, and Maintenance – Year 3	\$ / YEAR	1	

<b>RESPONDENT LEGAL ENTITY NAME:</b>			
Cost Item Description	Proposed Cost	State Use Only	
		Evaluation Factor	Evaluation Cost (cost x factor)
IRIS Unlimited User License, Including Hosting, Support, and Maintenance – Year 4	\$ / YEAR	1	
IRIS Unlimited User License, Including Hosting, Support, and Maintenance – Year 5	\$ / YEAR	1	
IRIS Unlimited User License, Including Hosting, Support and Maintenance Renewal Option 1	\$ / YEAR	1	
IRIS Unlimited User License, Including Hosting, Support and Maintenance Renewal Option 2	\$ / YEAR	1	
IRIS Unlimited User License, Including Hosting, Support and Maintenance Renewal Option 3	\$ / YEAR	1	
IRIS Unlimited User License, Including Hosting, Support and Maintenance Renewal Option 4	\$ / YEAR	1	
IRIS Unlimited User License, Including Hosting, Support and Maintenance Renewal Option 5	\$ / YEAR	1	
<b>EVALUATION COST AMOUNT</b> (sum of evaluation costs above): The Solicitation Coordinator will use this sum and the formula below to calculate the Cost Proposal Score. Numbers rounded to two (2) places to the right of the decimal point will be standard for calculations.			
<div> <div>lowest evaluation cost amount from <u>all</u> proposals</div> <div>evaluation cost amount being evaluated</div> </div>			<div> <div>x 30</div> <div>(maximum section score)</div> </div> <div> <div>=</div> <div>SCORE:</div> </div>
<i>State Use – Solicitation Coordinator Signature, Printed Name &amp; Date:</i>			

Change Orders – NOT EVALUATED – Will be inserted into Table C.3.c.1. of resulting contract					
Job Classification (See Contract Attachment B for Job Descriptions)	Year 1	Year 2	Year 3	Year 4	Year 5
	Hourly Rate	Hourly Rate	Hourly Rate	Hourly Rate	Hourly Rate
Jr. Developer	\$	\$	\$	\$	\$
Sr. Developer	\$	\$	\$	\$	\$
Jr. Architect	\$	\$	\$	\$	\$
Sr. Architect	\$	\$	\$	\$	\$
Project Manager	\$	\$	\$	\$	\$
Sr. Project Manager	\$	\$	\$	\$	\$
Business Analyst	\$	\$	\$	\$	\$
Technical Writer	\$	\$	\$	\$	\$
Database Administrator	\$	\$	\$	\$	\$
<p>*Beginning the sixth (6<sup>th</sup>) anniversary of the Contract Effective Date, the Contractor shall be granted an hourly rate increase effective as of that anniversary and each anniversary thereafter. Any annual increase in the not-to-exceed hourly rates shall be based on (a) Year 5 rates and (b) be lesser or capped at the percentage increase, if any, in the Consumer Price Index for all Urban Consumers (Professional Services) ("CPI"), South Region, published by the United States Bureau of Labor Statistics, in effect for the immediately preceding calendar year.</p>					

## 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 # **40100-51396**".

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 # 40100-51396 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 PolkJoshua.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?**

- (4) If the goods or services that the reference subject provided to your company or organization are completed, were the goods or services provided in compliance with the terms of the contract, on time, and within budget? If not, please explain.
- (5) How satisfied are you with the reference subject's ability to perform based on your expectations and according to the contractual arrangements?
- (6) In what service delivery areas of does /did the reference subject excel?
- (7) In what areas of service delivery does /did the reference subject fall short?
- (8) What is the level of your satisfaction with the reference subject's project management structures, processes, and personnel?

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

1                      2                      3                      4                      5

least satisfied ----- most satisfied

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

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

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

1                      2                      3                      4                      5  
least satisfied -----most satisfied

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

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

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

1                      2                      3                      4                      5  
least satisfied -----most satisfied

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

**REFERENCE SIGNATURE:**

(by the individual completing this  
request for reference information)

---

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

**DATE:**



**SCORE SUMMARY MATRIX**

	<i>RESPONDENT NAME</i>		<i>RESPONDENT NAME</i>		<i>RESPONDENT NAME</i>	
<b>GENERAL QUALIFICATIONS &amp; EXPERIENCE</b> (maximum: 20)						
<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: 40)						
<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</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: 30)	<b>SCORE:</b>		<b>SCORE:</b>		<b>SCORE:</b>	
<b>TOTAL RESPONSE EVALUATION SCORE:</b> (maximum: 100)						
Solicitation Coordinator Signature, Printed Name & Date:						

**RFP # 40100-51396 *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") and **Contractor Legal Entity Name** ("Contractor"), is for the provision of an Integrated Right-of-Way Information System ("IRIS"), 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. Definitions. For purposes of this Contract, definitions shall be as follows and as set forth in the Contract:

- a. "AD" means Active Directory.
- b. "AAD" means Azure Active Directory.
- c. "API" means Application Programming Interface.
- d. "Architectural Team" means a team of Contractor's staff responsible for reviewing infrastructure solutions and key decisions on development.
- e. "Base License" means enterprise license or unlimited user licenses.
- f. "CAD" means Computer-Aided Design.
- g. "Core business hours" means from 7:00 a.m. to 5:59 p.m. (CST), Monday through Friday. The State defines non-core hours as 6:00 p.m. to 6:59 a.m. (CST), Monday through Friday and all-day Saturday and Sunday, and all State holidays.
- h. "Data" means all State data uploaded to IRIS, and all data generated through operation of IRIS.
- i. "Data Set" means a collection of related sets of information that is composed of separate elements but can be manipulated as a unit by a computer.
- j. "DBA" means Database Administrator.
- k. "DEV" means Development.
- l. "DR" means Disaster Recovery
- m. "Edison" means the State's Enterprise Resource Planning System.
- n. "Esri ArcGIS Enterprise" means the foundational software system for GIS, powering mapping and visualization, analytics, and data management.
- o. "Esri ArcGIS Enterprise portal" means the component of ArcGIS Enterprise that allows users to share maps, scenes, apps, and other geographic information with other authorized people in the organization.
- p. "Esri ArcGIS Linear Referencing Service" means linear referencing services which provide access to the data, metadata, and behaviors of a LRS in a geodatabase.

- q. “Esri ArcGIS Parcel Fabric Service” means the parcel fabric service performs management and editing operations such as building parcels, merging parcels and assigning parcels to records.
- r. “Esri ArcGIS REST APIs” are the API specifications for all ArcGIS location services and ArcGIS Enterprise Services. They define the operations, parameters, and structures required to make an HTTPS request.
- s. “Esri Roads and Highways extension” means ArcGIS Roads and Highways, a linear referencing system solution providing industry-specific functionality to manage and locate roadway data.
- t. “ELT” means Executive Leadership Team.
- u. “ETL” means Extract, Transform, and Load.
- v. “FileNet” means the State's electronic document repository for current and archived documentation.
- w. “FRA” means the U.S. Federal Railroad Administration.
- x. “GASB” means Government Accounting Standards Board.
- y. “GIS” means Geospatial Information System.
- z. “GUI” means Graphic User Interface.
- aa. “Hashing” means converting a password into something that appears different from its original form through a mathematical algorithm.
- bb. “ID” means identification.
- cc. “Inroads” means the software suite of tools currently used by TDOT for GIS managed outside the IRIS system.
- dd. “Interviews” means negotiations and conversations with property owners, tenants, heirs, estate representatives, and “collective ownership(s)” such as church trustees, company directors, etc.
- ee. “IRIS” means Integrated Right-of-Way Information System, a software platform used by the Right-of Way division of the Tennessee Department of Transportation.
- ff. ISO means the International Organization for Standardization
- gg. “LRS” means linear referencing system.
- hh. “Network” means a group of two or more computers or other electronic devices that are interconnected for the purpose of exchanging data and sharing resources.
- ii. “ODA Office” means the TDOT Office responsible for regulating and controlling outdoor advertising signs along highways.
- jj. “PIN” means project identification number.
- kk. “PMBOK” means Project Management Body of Knowledge, standard terminology, best practices, and process guidelines governing project management issued by the Project Management Institute.
- ll. “Project Management Processes” means the procedures for organizing and controlling the work of the project, which shall extend over one or more product development phases.
- mm. “PPRM” means Program, Project, Resource Management system.
- nn. “QA” means Quality Assurance, the IRIS Quality Assurance environment/server.
- oo. “RDA” means “Remote Database Access,” a protocol standard for database access by the ISO, or “Records Disposition Authorization,” a proper storage and disposal method for a STaTE record series.

- pp. "RHP: means Relocation Housing Payment, the type of financial assistance provided to tenants who are displaced from their homes due to rehabilitation, demolition, or acquisition for a project in which Federal funds are used.
- qq. "ROW Division" means the Tennessee Department of Transportation Right-of-Way (TDOT ROW) Division responsible for acquiring and managing all right-of-way needed for the construction and maintenance of highways in the State of Tennessee.
- rr. "ROW" means Right-of-Way and is generally referred to as an easement that is granted, reserved, or purchased for land transportation including accommodation of utilities and other issues affected by or needed for the creation of the project.
- ss. "ROW Engineering Office" means the functional office within the TDOT ROW Division responsible for reviewing proposed design plan revisions, making recommendations, and creating the legal description for the boundaries of a property being acquired as the provision of the deed.
- tt. "RPO" means Recovery Point Objective.
- uu. "RTO" means Recovery Time Objective.
- vv. "SAML" means Security Assertion Markup Language and is an open standard for exchanging authentication and authorization data between parties, in particular, between an identity provider and a service provider.
- ww. "Salting Password" means 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.
- xx. "State Administrator" means State administrative personnel that perform administrative functions within IRIS on behalf of the State.
- yy. "State-selected Supplier" or "State-selected Service Provider" means a vendor with whom the State signs a contract for rendering services.
- zz. "Sent address" means an "alternate address" for vendor's invoice selected by the user to send the payment.
- aaa. Services means the deliverables and services described in Sections A.1. – A.29. and Section E.11. of this Contract.
- bbb. "SOC" means System and Organization Controls, as defined by the American Institute of Certified Public Accountants.
- ccc. "State Administrative Personnel" means the authorized persons that perform administrative functions within the IRIS system on behalf of the State.
- ddd. "State Administrator" means State Administrative Personnel.
- eee. "SaaS" means Software as a Service, the software licensing and delivery model in which software is licensed on a subscription basis and is centrally hosted.
- fff. "SDLC" means Software Development Life Cycle .
- ggg. "SSO" means single sign-on.
- hhh. "TLS" means Transport Layer Security.
- iii. "TPR" means Transportation Planning Reporting..
- jjj. "TRIMS" means Tennessee Roadway Information Management System.
- kkk. "Trouble Ticket System" shall mean the on-line ticket system that allows State Users to submit IRIS technical issues or defects to the Contractor as provided for in Section A.20.c.
- lll. "UAT" means User Acceptance Testing.
- mmm. "VPN" means Virtual Private Network.
- nnn. "WBS" means Work Breakdown Structure.

ooo. "Web API" means an application programming interface which facilitates the exchange of data and functionalities between different software systems over the internet using HTTP protocols.

A.3. The Contractor shall provide a Contractor-hosted cloud-based IRIS that is tailored to meet the requirements expressed herein. The Contractor shall provide a solution that meets all TDOT ROW Division IRIS business/functional requirements. The Contractor shall provide the following services:

- a. Dedicated project management team;
- b. Weekly stakeholder meetings and status reports with the State;
- c. Comprehensive and end-user friendly reporting functions;
- d. Ability to host DEV, UAT, and PROD environments;
- e. Data migration and transition from physical hosting to a cloud-based SaaS solution;
- f. Security and Data Integrity;
- g. GIS integration required for IRIS;
- h. Self-help end-user knowledge base;
- i. Help desk logistics, training, and notifications;
- j. Implementation / SDLC Plan and environment synchronization; and
- k. Post implementation support strategy.

A.4. Functional and System Requirements for IRIS. The Contractor shall ensure that:

- a. All design and development of the IRIS system relative to the functional and system requirements as stated herein, shall be in keeping with the functional workflow processes for each specific right-of-way and utility function.
- b. Contractor's design shall include a reliable, robust solution with web interface that shall reside in a Contractor-hosted secure server environment.
- c. IRIS shall have remote access capability through a certificate-based Secure Web Portal. IRIS shall authenticates State users using the State's Azure AD. The Contractor shall ensure that external users are authenticated and authorized in IRIS in accordance with the State's EISP.
- d. For projects within IRIS, the Project ID shall be viewable on each screen.
- e. IRIS project files shall have a save function to save the project current state, as well as an auto-save prompt upon exit whereby a user can exit safely, save the project, and then come back to point where the work was saved.

f. Documents and Forms.

(1) Documents. IRIS shall accept attachments that can be permanently archived within the IRIS system or the State's designated electronic document repository system. The Contractor shall ensure that IRIS has the following functionalities:

- i. IRIS users shall be able to search and retrieve archived documentation of historical transactions related to current projects.
- ii. IRIS shall capture, archive, and track pictures uploaded from a digital camera, camera phone, and compressed video files.
- iii. IRIS shall have the capability to provide a user with digital and printable version of completed plans upon request.
- iv. IRIS documents shared between ROW Central office, located in Nashville, and all four ROW Regional offices, located in Knoxville, Chattanooga, Nashville and Jackson, shall be in digital formats.
- v. IRIS documents shall be able to be stored electronically both in the Contractor cloud and in required State systems.

- vi. The Contractor shall ensure all project plan documents and activities are versioned with full rollback capability.
  - vii. IRIS shall store all documents prepared by all State regions.
- (2) Forms. Authorized State reviewers shall be able to access completed forms in IRIS and have the ability to add/edit data and view all reviewer comments. The Contractor shall ensure that IRIS has the following functionalities:
- i. Users shall be able to utilize active e-forms for creating letters and editing documents using IRIS data.
  - ii. Users shall be able to save, submit, export, or cancel, e-forms.
  - iii. The Contractor shall ensure that users have the option to save or export e-forms as Word, PDF, or Excel documents.
  - iv. The Contractor shall ensure that forms are automatically moved or have the capability to be transferred and stored as permanent versions in FileNet or the current electronic document repository used by the State.
  - v. The Contractor shall configure approximately two hundred (200) standard e-forms, sub-forms, and templates, as specified by the State. The State shall provide the Contractor with all templates currently in use.
  - vi. IRIS shall have functionality to export/import in industry-standard formats. The Contractor shall ensure that IRIS uses Word, Excel, and PDF as the primary file formats, in compliance with industry standards.
  - vii. The Contractor shall ensure IRIS uses Microsoft Word for official State-issued documents generated in IRIS, PDF for archiving documentation in IRIS, and Excel or Word, as required for reporting.
  - viii. IRIS shall print forms for moves for residential and/or non-residential tracts.
  - ix. IRIS shall include functionality to send email notifications to all relevant parties involved in a project to ensure compliance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (42 U.S.C. 4601 et seq.), which is implemented through 49 CFR Part 24.
  - x. Transmission of IRIS forms shall be done digitally, except where a form is required by law to be printed, signed, or notarized.
  - xi. Contractor shall ensure that the project certification Form 107C, created and approved by the ROW Division staff, can be generated within IRIS.
  - xii. Contractor shall ensure utility, railroad, and ROW certifications are automated and electronically generated based on project status.
  - xiii. IRIS shall be able to print brochures for ROW administrative purposes. The Contractor shall ensure that IRIS is able to print all materials as be provided as hardcopies to property owners.
- g. Estimates, Contracts, Billing, Invoices. IRIS shall include ROW invoicing and billing functions. The Contractor shall ensure that IRIS has the following functionalities:
- (1) IRIS shall contain an automated billing component for excess land leases.
  - (2) IRIS shall calculate data for moves, estimates, and scheduling.
  - (3) IRIS shall not add the figures for non-residential and residential into one field; IRIS shall keep residential and non-residential figures separate.
  - (4) IRIS shall capture consultant data sufficient to track all consultant invoices and expenses.
  - (5) IRIS shall be able to pull estimates from each of the ROW and Utility functions described in this SOW, and shall be able to prefill estimate data to fields within contracts generated by IRIS.
  - (6) IRIS shall generate annual invoices for leased properties where funds are due each month, automatically send email versions of the invoices and compile a monthly report of lease billing activity.

- (7) Invoices shall contain text detailing the consumer price index for informational purposes.
- (8) The Contractor shall ensure that IRIS captures Forms 44A and 44 used for estimating project funding and federal compliance in all proposed construction projects.
- (9) The Contractor shall ensure that all data related to the cost estimate is incorporated and managed within IRIS and IRIS shall also be capable of assimilating historical data and providing parametric estimations for ROW, utility, and railroad costs; and IRIS makes ROW cost estimates for Preliminary and Final ROW plans.
- (10) Estimates for projects shall be viewable for historical trending.

h. IRIS Data. The Contractor shall ensure that IRIS has the following functionalities:

- (1) Storing data in IRIS based on the required Remote Data Access is acceptable as long as the Contractor has backups and Disaster Recovery.
- (2) Contractor shall ensure each functional area within IRIS shall be able to draw applicable data from other functional areas required for the same overall road project.
- (3) The Contractor shall ensure IRIS Data shall only be visible to State-authorized users via role-based security access. The Contractor shall ensure State Administrators have the ability to provision access to external third parties, such as consultants, who use IRIS. IRIS shall maintain the user accesses and controls as provisioned by State Administrators. The Contractor shall meet all security requirements regarding IRIS access described in Section A.16. below.
- (4) The Contractor shall ensure that all notification data required for any IRIS functionality resides and is maintained in the IRIS database.
- (5) Contractor shall ensure early Notification, Permitting, and Excess Land processes shall have GIS search information that is easily searchable.

i. Acquisition, Deeds and Land Tracts. The Contractor shall ensure that authorized users shall have the ability to manage, edit, and add land tract documentation as required. The Contractor shall ensure that IRIS has the following functionalities:

- (1) User access and permissions for viewing and editing tract information shall be auditable.
- (2) Tract information shall be editable only by users with the required permissions.
- (3) IRIS shall have a plotting capability for deeds which allows the ROW Agent the ability to:
  - i. write property descriptions for deeds,
  - ii. plot those descriptions to ensure property boundary closure, and
  - iii. plot project plan plats to display property boundaries, adjoining properties, and color-coded areas for easement, acquired, construction easements, remainders, and additional information for property owners.
- (4) Historical IRIS project records shall be reviewable and allow individual updates of tracts as needed.
- (5) IRIS shall show the status of tracts and send stop-work notices when tract status is changed. IRIS shall send resume-work notices to the required parties to resume work.
- (6) IRIS shall include dashboards to allow authorized users the ability to view when a tract status is changed.
- (7) The Contractor shall ensure that IRIS has the capacity for authorized users to create deeds and hard copies of leases and licenses using the correct legal description which uniquely distinguishes the property from all others.
- (8) IRIS shall auto-populate where required to include legal descriptions of parcels.
- (9) IRIS shall provide the Tennessee Attorney General's Office data considerations for litigation coordination and shall adhere to the security and confidentiality requirements of the Tennessee Attorney General's Office.



- (10) IRIS shall track the tract summary, quantity of deeds, and show tracts for certification that are closed or complete.
  - (11) IRIS shall import acquisition data into the IRIS database.
  - (12) IRIS shall record and track excess land and uneconomic remnants with complete GIS location information, track parcel, and the date of closing or date of acquisition.
  - (13) IRIS users shall be able to create an excess land record not attached to an existing project to create skeletal project information captured at initial entry.
  - (14) IRIS shall track all excess land inventory permits, and project tracts through GIS.
  - (15) IRIS shall capture uneconomic remnants for excess land inventory and provide a monthly report of uneconomic remnant purchases.
  - (16) IRIS shall record tract information separately for tracts bought for roadway, tracts for mitigation, and tracts for uneconomic remnants.
  - (17) IRIS shall show tracts that are closed or complete for certifications. The Contractor shall ensure that utility railroad and ROW certifications are automated based on project status, and electronically generated.
  - (18) IRIS shall contain automation allowing for email notifications.
- j. Relocation and Easements. IRIS shall be capable of processing relocation benefits in accordance with applicable state and federal regulations. The Contractor shall ensure that IRIS has the following functionalities:
- (1) IRIS shall create an appraisal work order estimate, capture data and print appraisal reports.
  - (2) The Contractor shall ensure that IRIS is able to fully disclose offer information to property owners and, as required, partially disclose offer information to tenants.
  - (3) The Contractor shall ensure that property owners are notified of the following:
    - i. intent to acquire their property for a construction project
    - ii. appraiser entry to the property
    - iii. the offer for property acquisition and,
    - iv. the acquisition of any improvements to the property.
  - (4) The Contractor shall ensure that IRIS notifies property owners of the compensation and benefits offered for the relocation, retention, or replacement of any improvements, as well as the benefits offered to tenants.
  - (5) The Contractor shall ensure that IRIS notifies tenants of their specific benefits individually, and printed forms shall reflect the variable nature of relocation case data, and only print what applies. The Contractor shall ensure that IRIS accounts for required fields vs. non-required fields and that acquisition is included.
  - (6) IRIS shall capture and track ROW's commitments to property owners in order to ensure accountability and transparency. The Contractor shall ensure IRIS shall promptly communicate any additional commitments communicated to the appropriate agency or corresponding application.
  - (7) The Contractor shall ensure that IRIS documents stream mitigation considerations for location and transmit to the relevant offices.
  - (8) The Contractor shall ensure that IRIS documents railroad easements, acquisitions, permits for location to enable compliance.
  - (9) The Contractor shall ensure that IRIS documents commitments made regarding environmental, historical and property negotiations during project certification and acquisition.

- (10) The Contractor shall ensure that IRIS is able to convey commitments throughout the construction project lifecycle from conception, including environmental, historical, and local agency commitments, through acquisition with the property owner (including driveway placements, protection of interests such as springs, water wells, and fences) to the State Construction Division during the physical occupation of the project.
  - (11) The Contractor shall ensure that commitments are communicated to the State Maintenance Division to maintain the project after construction is completed.
- k. Approval Function. IRIS shall have an 'Approval' function which allows authorized users to finalize a ROW project once the project is finished. The Contractor shall ensure that IRIS has following functionalities:
- (1) IRIS shall have secure 'Approval,' 'Review,' and 'Submit to Supervisor' functions which allow users to submit ROW projects to the authorized State supervisory personnel for approval, and allow the supervisory personnel to approve the ROW project.
  - (2) IRIS shall provide notifications to the assigned supervisory personnel requesting project approval.
  - (3) The Contractor shall ensure IRIS has the capability to effectively manage project movement or progression and obtain the required approvals for transferring a project from one functional area to the next within the application. Each functional area is represented in Attachment E, Diagram 4. The parties can agree on the sequence of approvals in the Work Plan.
  - (4) IRIS shall track project completion and send notifications to prompt users to close completed projects.
  - (5) IRIS shall be able to send automated notifications of project milestones to appropriate personnel. The Contractor shall ensure that notification data for project milestones resides and is maintained in the IRIS database. Contractor shall ensure notification of project and process status, levels of notification and reporting shall be user configurable for authorized users. Additionally, authorized users shall be able to activate ad hoc notifications for specific roles or user individual IDs.
- l. User Provisioning, Dashboards, Status and Activity Tracking. System Administrators shall have access to all screens in IRIS. The Contractor shall ensure that IRIS has the capability for State Administrators to provision authorized third party users with system access and allow authorized third party users to enter project data in accordance with Section A.16.
- (1) The Contractor shall ensure that IRIS can track and has audit capability for all data records, entries, and changes made by all users of all functional areas.
  - (2) The Contractor shall ensure IRIS has dashboard capabilities for executive assessment of project status.
  - (3) IRIS shall allow authorized users to view the status of each ROW project.
  - (4) IRIS shall track the status of Right of Way Acquisitions, Appraisals, Titles, Relocation, coordination between Utilities, and all other associated items the State requires for reporting.
  - (5) IRIS allow shall track when a tract status is changed.
  - (6) IRIS shall include a dashboard that allows users to view land tract work queue and tract project status.
  - (7) IRIS shall contain a feature allowing authorized users in adjoining regions to grant temporary access to project files for users in another region on projects which span across multiple regions.
  - (8) Contractor shall ensure users shall be able to move from project to project within one county or from county to county within one project.
  - (9) IRIS shall contain all the guidelines, boundaries, and scales to apply the business logic

needed to track third party consultants' work in IRIS.

(10) IRIS shall track workflow history and correspondence.

m. Reporting Functions. IRIS reporting functions shall allow the generation of ad hoc reports from IRIS data.

(1) Authorized IRIS users shall have the ability to create customized high-detail reports.

(2) IRIS reporting functions shall have the ability to use analytical functions, summaries, groups, averages, and trends, to leverage State data based on State requirements.

(3) IRIS shall use data automation to retrieve data from common fields within IRIS to provide metrics for reporting.

(4) IRIS shall transmit reports digitally except where a report is required by law to be printed, signed, or notarized.

(5) Contractor shall ensure authorized users can configure reports including project and process status. Additionally, users shall be able to activate ad hoc reporting for specific roles or individual user IDs.

n. Interviews. IRIS shall have the capability for authorized users to provide approvals for ROW personnel and/or required third parties to capture completed interviews, comments from the interviews and track changes to interview information. IRIS shall be able to document all interviews, regardless of how they are conducted.

o. Permit Tracking and Permit Issuance Functionality. IRIS shall track the following permits:

(1) Utility permit issued by a State Regional Office for the installation of a utility on State ROW related to water, sewer, gas, power, and communication.

(2) ROW permit issued by the Excess Land Use Office for the use of State ROW related to overhead conveyor, public use of State ROW.

(3) Vegetation permit issued by the ODA Office for the removal of vegetation on State ROW or to clear viewing of advertisements outside State ROW.

(4) Junkyard permit issued by the ODA Office for junkyards facing or viewed from State ROW.

(5) Billboard/Advertising Permits issued by the ODA Office for signs facing or viewed from State ROW.

(6) Other Permits issued by other State and non-state agencies that affect the permitted use or construction use of land include, but are not limited, to the following entities:

i. U.S. Army Corp of Engineers

ii. U.S. Department of Defense

iii. U.S. Department of Environmental

iv. U.S. Department of Agriculture

v. Tennessee Valley Authority (TVA)

vi. Tennessee Department of Environment and Conservation (TDEC)

(7) The Contractor shall ensure IRIS includes functionality to manage the entire process. The Contractor shall ensure IRIS functionality to integrate photos, maps, property records, and invoicing, as well as for inspections and compliance by field personnel utilizing mobile devices. The Contractor shall ensure that the functionality for all permits includes:

i. permit applications,

ii. permit issuance,

iii. GIS geolocation,

- iv. LRS or Route,
- v. status updates,
- vi. renewals/extensions,
- vii. owners,
- viii. hearings,
- ix. existing/general agreements,
- x. automated expiration alerts/renewal notices, and
- xi. the archival referencing of records.

(8) The Contractor shall ensure permits may be “submitted” from one owner for multiple locations, but permits will be “permitted” by specific location/individual permits.

(9) The Contractor shall ensure that for the Utility Permitting process, IRIS checks for existing general agreements which might affect the permit.

(10) The Contractor shall ensure State permitting staff can perform a GIS search of facilities within a specified polygon and determine coexisting overlaps.

(11) The Contractor shall ensure the IRIS includes the functionality to allow Customers customer to provide the permit payment on the World Pay site.

(12) The Contractor shall ensure Customer can enter credit card information into the WorldPay pop-up dialogue box.

(13) The Contractor shall ensure Customer is asked to confirm TDOT Terms and Conditions. Contractor shall ensure Customer is required to click on the Terms and Conditions button and read the Terms and Conditions document supplied by TDOT.

(14) The Contractor shall ensure the Customer is directed to the “Payment Submitted” screen. Contractor shall ensure Customer has the ability to print a receipt for the permit payment from this screen or proceed to the next screen by choosing “Close.”

p. Collaboration and Communications. IRIS shall support communications among various stakeholders, including Environmental, Design, Regional ROW Engineers, and GIS teams which create, consume, or which affect ROW plan components. The Contractor shall ensure that IRIS has the following functionalities:

- (1) IRIS shall allow multiple contact groups for each utility.
- (2) IRIS shall facilitate team collaboration, including redlining, on electronic design plan revisions.
- (3) IRIS shall have collaboration features that can be used and shared between users, groups, and departments.

q. Training. Contractor shall lead a complete, detailed, and thorough training for all system users including operators and end users, including:

- (1) The Contractor shall provide user trainings, and periodic updates, through on-site, virtual, or video recorded sessions.
- (2) The Contractor shall provide up-to-date manual and/or online presentations of IRIS application learning.

r. Automated Assistant. IRIS shall contain an automated assistant component that can guide users through each process when setting up and entering information into one or more

functional areas to include form data, submissions, red flags, error reporting, approvals, and overrides. The Contractor shall ensure that the application automation is able to recall previous unfinished or incomplete data that can prompt the user to complete the process until all relevant data entry is complete. The Contractor shall ensure that previous sessions by the user can be recalled and prompt the user to the place where the user last stopped working.

s. GIS Requirements. The Contractor shall ensure that IRIS meets the following GIS requirements:

(1) Map Integration and Display:

- i. Mapping Interface: IRIS has a designated map container where the map shall be displayed for each section of the application requiring a map.
- ii. Map Controls: IRIS shall include navigation controls, including zoom in, zoom out, and pan to allow users to interact with the map.
- iii. Map Layers Panel: IRIS shall provide a panel or toggle buttons to allow users to select and toggle different data layers relevant to that area.
- iv. Basemaps: IRIS users shall be able to switch between various basemap options, such as street maps, satellite imagery, and topographic maps. The Contractor shall ensure that TNMap Imagery Basemap service is included.

(2) Map Functionality:

- i. Search and Geolocation: IRIS shall allow users to search for specific locations within the area or find their desired location on the map, and allow searching of data layer attributes to find records of interest.
- ii. Data Creation and Editing: IRIS shall include tools to allow users to edit data layers relevant to the application section accessed, such as utility permits and parcel acquisitions. The Contractor shall ensure that conflict detection is included.

(3) Map Data Layer Management:

- i. Layer Selection: IRIS users shall be able to choose from a predefined set of data layers specific to the area they are viewing .
- ii. Default Layers: IRIS shall set up default layers that are commonly relevant to the specific area. These layers shall be displayed when the map loads.
- iii. Layer Interaction: IRIS users shall be able to toggle layers on and off.
- iv. Layer Legend and Information: IRIS shall provide a legend or tooltip to explain the meaning of each layer's symbols or colors.

**(4) Geographic Data Integration:**

- i. Referenced Data: IRIS shall configure map data layers relevant to each application section map for visualized reference, as determined by TDOT. The Contractor shall ensure that the map data layers are not be editable within the map display and that conflict detection is the primary requirement.
  - a) TDOT requires the use of ArcGIS points for all referenced data sources. If these endpoints do not currently exist, the Contractor shall create them in the TDOT ArcGIS Enterprise using the available data.
  - b) If IRIS requires the data to be in an alternate source, the Contractor shall set up an extract, transform, and load ETL process to pull the data from the REST endpoints. If IRIS requires this alternate format, the Contractor shall set up the required ETL process, and the IRIS infrastructure shall store, create, and host the layers.
- ii. Operational Data: IRIS shall configure Map Data Layers relevant to each application section map to be used for management of geographic data as determined by TDOT needs. These layers shall be editable within the map display.

- iii. Data Sources: Sources of geographic data within IRIS shall originate from internal TDOT web servers, external public web servers and file-based sources, including CSV, Text, CAD, and Esri Geodatabase.
  - iv. Data Formats: IRIS internal and external web data sources shall be accessed via ArcGIS REST endpoints of Esri ArcGIS Map or Feature services. The Contractor shall ensure that IRIS accesses File-based sources through standard methods.
- (5) Geographic Data Management. The Contractor shall ensure that:
- i. Parcel Data Management: IRIS enables users to create and update acquired parcels with attributes required to maintain geometry in the Esri ArcGIS Parcel Fabric data model using the API capabilities of the Esri ArcGIS Parcel Fabric Service REST endpoints.
  - ii. Parcel Types: The Contractor shall ensure that IRIS functionality for creating and updating parcel data includes, at a minimum, the following:
    - a) Original parcel impacted by acquisition;
    - b) Acquired portion of the original parcel;
    - c) Portion of acquired parcel representing ROW;
    - d) Portion of acquired parcel representing roadway;
    - e) Portion of parcel considered an Uneconomic Remnant;
    - f) Portion of acquired parcel for mitigation effort;
    - g) Portions of acquired parcel identified as having an easement;
    - h) Portion of acquired parcel identified as Excess Land;
    - i) Requests for purchase of existing ROW;
    - j) ROW sold as Excess Land;
    - k) ROW permitted and/or leased for use by external entities; and
    - l) Leased ROW.
  - iii. Parcel Geometry Origin Sources: The Contractor shall ensure that IRIS enables users to create parcel geometry from sources including CAD Design files, geographic files, geographic web services, and/or surveyed coordinates in text, CSV, or spreadsheets.
  - iv. Parcel Data Maintenance: The Contractor shall ensure that IRIS enables users to perform the following parcel geometry functions programmatically through Esri ArcGIS Parcel Fabric Service REST API endpoints: creation, adjustment, validation, and version history.
  - v. Roadway Event Data Management. The Contractor shall ensure that IRIS enables users to create and update Roadway events related to ROW and/or retrieve TDOT Roadway Network LRS attributes through the capabilities of the Esri ArcGIS Linear Referencing Service REST endpoints.
    - a) The Contractor shall use the REST Roads and Highways data model for the roadway network. The specific number of layers shall be determined by specific business needs related to geographic data layers requiring reference to the TDOT Roadway Network to be maintained. The Contractor shall ensure that IRIS is able to, at a minimum, retrieve information about the roadway at any given location, geographically or based on linear reference, and to create and maintain records for roadway events associated with the IRIS Application.
    - b) For information retrieval, the Contractor shall ensure that IRIS creates a read-only service with the specific TDOT-maintained roadway event layers

required by IRIS. TDOT will assist the Contractor in formulating the API request to retrieve information from this service.

- c) The Contractor shall ensure that IRIS creates and maintains records, and one or many editable events shall be created. TDOT shall assist the Contractor in determining the required parameters of events and deploying those events on TDOT infrastructure.
- d) The Contractor shall make sure the Roadway Events are kept up to date on the TDOT Road Network Location Referencing (Roads and Highways) infrastructure due to how the data model functions. This requires using the following minimum set of attributes for each event:
  - I. Route ID,
  - II. From/To Measures,
  - III. and a Unique ID from the IRIS application for each record.
- e) The event data shall be stored in tabular form in IRIS and regular synchronization between IRIS and TDOT LRS shall be maintained to ensure data is consistent.

(6) Geoprocessing Services:

- i. TDOT Geoprocessing Services. The Contractor shall ensure that web services for performing geographic functions are hosted by TDOT and made available to IRIS through Esri ArcGIS Servers hosted within the TDOT technology environment. These services shall be accessible to IRIS through REST API endpoints on those servers and include default services for the Parcel Fabric and Linear Referencing capabilities.
- ii. Custom Application Geoprocessing Services. The Contractor shall host any geoprocessing services required solely for functionality of IRIS on the Contractor's infrastructure. The State shall own all configurations and scripts for data and geoprocessing services in the Esri ArcGIS Environment to the State and, upon request, the Contractor agrees to transfer to another Contractor in the future in accordance with Section A.27 of this Contract.

A.5. Project Management.

- a. The Contractor shall produce various Project Management Processes deliverables and outputs throughout the project.
- b. The Contractor shall complete the Master Project Work Plan using Microsoft Project Schedule. The Contractor shall update Project Schedules weekly as Gantt charts and network diagrams shall be used frequently to track the project status by the State's Management Team.
- c. The Contractor shall maintain and update Microsoft Project Schedule, Status Reports, Meeting Notes and Minutes, Management Plan, Work Plan, Communications Plan, Technical Plan, and all other project-related documents, including all project document deliverables, on the State's SharePoint website.
- d. The Contractor's project team staff shall work on-site at the State's project site and shall be dedicated full-time to the IRIS project.

A.6. Project Phase Requirements.

The Contractor shall generate and deliver to the State a detailed work plan ("the "Work Plan") and schedule addressing all work scope defined in the contract for the provisioning of a fully functional and integrated IRIS, and outlining the implementation requirements described in Sections A.7.-A.11. of this Contract. The Contractor shall submit this plan within two (2) weeks of the effective date of the contract and ensure that it includes a WBS and a responsibility matrix. The work 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 Work Plan.

A.7. Definition Phase Requirements.

- a. This phase involves understanding and documenting the requirements and objectives of IRIS and shall combine project start-up and planning activities with requirements validation activities.
- b. First, processes and procedures are established to govern how the project is organized and managed. Second, business and user needs are analyzed to validate existing requirements, including identifying requirements for creating and customizing additional APIs.
- c. The Contractor shall adhere to the State's IT Methodology which is based on the PMBOK processes. The Contractor shall obtain prior written approval by the State for any variation or change in project management procedures.
- d. The Contractor shall ensure that ongoing project management activities focus on ensuring project resources are used efficiently and that the project outcome delivers the desired product.
- e. The Contractor shall provide the following project management tasks and activities during this phase:
  - (1) Create a project management plan that includes the following:
    - i. Management Plan;
    - ii. Communications Plan;
    - iii. Technical Plan and Approach;
    - iv. Work Plan;
    - v. Quality Management Plan;
    - vi. Configuration Control Plan;
    - vii. Risk Management Plan;
    - viii. Knowledge Transfer Plan and Training; and
    - ix. Create Microsoft Project Schedule for the entire project.
  - (2) Conduct the following on-going project management activities:
    - i. Conduct project team meetings;
    - ii. Monitor progress toward the key milestones;
    - iii. Monitor Microsoft Project Gantt Charts and Network Diagrams that show critical path manage open issues;
    - iv. Coordinate project team activities;
    - v. Provide weekly schedule updates;
    - vi. Provide an open issues management report;
    - vii. Provide a weekly status report; and
    - viii. Maintain a "lessons learned" database / spreadsheet.
  - (3) Conduct end of phase life cycle:
    - i. Review deliverables;
    - ii. Obtain deliverable approval and sign-off;
    - iii. Review project progress and issues;
    - iv. Obtain end-of-phase concurrence; and
    - v. Obtain authorization to proceed to next phase.
  - (4) Fulfill the following validation requirements:
    - i. Validate existing requirements, which consists of joint sessions with appropriate State staff to review all requirements and ensure that the Contractor's



understanding of the requirement conforms to that of the State.

- ii. Modify, clarify, and add detail to system requirements as necessary.
- iii. Review and validate business process workflows.
- iv. Create a detailed requirements document.

(5) Provide the following deliverables, along with a delivery schedule:

(1) Project management plan	Per the Work Plan
(2) Management plan	Per the Work Plan
(3) Communications plan	Per the Work Plan
(4) Technical plan and approach work plan (MS project)	Per the Work Plan
(5) Quality management plan	Per the Work Plan
(6) Configuration control plan	Per the Work Plan
(7) Risk management plan	Per the Work Plan
(8) Knowledge transfer plan	Per the Work Plan
(9) Project status report	Per the Work Plan
(10) Provide updated Microsoft Project Schedule with Gantt Chart and Network Diagram showing critical path	Per the Work Plan
(11) Open issues management report	Per the Work Plan
(12) Lessons learned report	Per the Work Plan
(13) End phase review	Per the Work Plan
(14) Detailed requirements document	Per the Work Plan
(15) Data requirements definition	Per the Work Plan
(16) Logical data model	Per the Work Plan

#### A.8. Design Phase Requirements.

- a. This phase involves creating the architecture and design of IRIS and the Contractor shall detail how the system shall meet the functional requirements.
- b. The Contractor shall perform work within the framework of the system initiative, converting the functional requirements into a complete system design that shall guide the work of the build phase.
- c. The Contractor shall complete the following tasks and activities during this phase:
  - (1) Provide updates to previous deliverables as necessary;
  - (2) Create the design document;
  - (3) Create the data management plan; and
  - (4) Conduct on-going project management. The Contractor shall, as part of project management, provide the following:
    - i. Conduct project team meetings;
    - ii. Monitor project toward the development and implementation plan and key milestones;
    - iii. Manage open issues;

- iv. Coordinate project team activities;
  - v. Provide weekly schedule updates;
  - vi. Provide an open issues management report;
  - vii. Provide a weekly status report in a State-approved (format;
  - viii. Maintain a "lessons learned" database / spreadsheet.
- (5) Conduct end of phase life cycle review:
- i. Review deliverables;
  - ii. Obtain deliverable approval/sign-off;
  - iii. Review project progress/ issues;
  - iv. Obtain end-of-phase concurrence;
  - v. Obtain authorization to proceed to the next phase.
- (6) The Contractor shall provide the following deliverables, along with the delivery schedule:

(1) Project status report	Per the Work Plan
(2) Open issues management report	Per the Work Plan
(3) Lesson learned report	Per the Work Plan
(4) Brief the ELT committee	Per the Work Plan
(5) End of phase review	Per the Work Plan
(6) Update previous phase deliverables	Per the Work Plan
(7) Data management plan configuration and capacity planning information system requirements from the Definitions phase	Per the Work Plan
(8) Logical and physical data model design plan	Per the Work Plan
(9) Integration plan	Per the Work Plan
(10) Production requirements	Per the Work Plan
(11) Data population requirements for IRIS	Per the Work Plan
(12) Backup and recovery requirements	Per the Work Plan
(13) General design documents	Per the Work Plan
(14) System overview	Per the Work Plan
(15) System architecture	Per the Work Plan
(16) Design considerations	Per the Work Plan
(17) Detailed design documents and plan	Per the Work Plan
(18) System overview	Per the Work Plan
(19) Process decomposition	Per the Work Plan
(20) Requirements allocation to components	Per the Work Plan
(21) Detailed design specification	Per the Work Plan

(22)	Review and approval of design by State	Per the Work Plan
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A.9. Build Phase Requirements.

- a. This is the development phase where the Contractor's actual coding and creation of IRIS takes place.
  - (1) Contractor shall convert the deliverables of the Design phase into a complete information system.
  - (2) Contractor's activity in this phase addresses the computer programs that make up the system. Contractor shall translate the system design produced in the Design phase into a working information system capable of addressing the information IRIS system requirements.
  - (3) Contractor shall develop, test and integrate system software, applications, procedures, and associated elements of the IRIS system, and provide required documentation.
  - (4) At the end of this phase, Contractor shall ensure the system is ready for the activities of the acceptance test phase.
- b. The Contractor shall complete the following tasks and activities during this phase:
  - (1) Provide updates to deliverables as required;
  - (2) Inclusion of unlimited licensing;
  - (3) Create program code and compile and refine the program modules;
  - (4) Create and test Databases;
  - (5) Build and test IRIS components;
  - (6) Integrate and test component assemblies;
  - (7) Prepare Test Documentation;
  - (8) Prepare Implementation Plan;
  - (9) Perform a test readiness review;
  - (10) Conduct on-going Project Management:
    - i. Conduct project team meetings;
    - ii. Monitor progress toward key milestones;
    - iii. Manage open issues;
    - iv. Coordinate project team activities;
    - v. Brief ELT on project progress;
    - vi. Provide weekly work plan/ schedule updates;
    - vii. Provide an Open Issues Management Report;
    - viii. Provide a Weekly Status Report; and
    - ix. Maintain a "Lessons Learned" database/ spreadsheet.
  - (11) Conduct End of phase life cycle review:
    - i. Review deliverables;
    - ii. Obtain deliverable approval/ sign-off;
    - iii. Review project progress/issues;
    - iv. Obtain end-of-phase concurrence; and
    - v. Obtain authorization to proceed to the next phase.

- c. Provide the following deliverables, along with the delivery schedule:

(1) Provide base license initial licensure	Per the Work Plan
(2) Create program code and compile and refine the program modules	Per the Work Plan
(3) Build and test IRIS components	Per the Work Plan
(4) Provide migration process for populating IRIS with the State's existing Oracle production database	Per the Work Plan
(5) Create and test databases	Per the Work Plan
(6) Project status report	Per the Work Plan
(7) Open issues management report	Per the Work Plan
(8) Lessons learned report	Per the Work Plan
(9) End of phase review	Per the Work Plan
(10) Update previous phase deliverables	Per the Work Plan
(11) Prepare test documentation	Per the Work Plan
i. Test strategy	Per the Work Plan
ii. Pilot test approach	Per the Work Plan
iii. Test management plan	Per the Work Plan
iv. Integration test plan	Per the Work Plan
v. System test plan	Per the Work Plan
vi. Capacity evaluation plan	Per the Work Plan
vii. Capacity evaluation report	Per the Work Plan
viii. Acceptance test plan	Per the Work Plan
ix. Functional testing	Per the Work Plan
x. Performance/load testing	Per the Work Plan
xi. Interface testing	Per the Work Plan
(12) Prepare implementation plan	Per the Work Plan
i. Training approach	Per the Work Plan
ii. Implementation approach	Per the Work Plan
iii. Contingency approach	Per the Work Plan

A.10. Validation and Acceptance Test Phase Requirements. The Contractor shall validate IRIS meets the requirements defined in this Contract and is ready for deployment.

- a. The Contractor shall prove the IRIS system satisfies the requirements defined in the requirements document created in the Definition Phase. Contractor shall perform a system integration test as specified by the design parameters. The system integration test function shall be the responsibility of the quality assurance staff and will be heavily supported by State user participants.
- b. The Contractor shall complete the following tasks and activities during this phase:
  - (1) Provide updates to deliverables as required;
  - (2) Prepare operations manual;

- (3) Prepare user's manual;
  - (4) Prepare training plan;
  - (5) Initiate user training;
  - (6) Conduct unit/module, subsystem integration, system qualification, system acceptance and security tests;
  - (7) Prepare test analysis reports documenting the results of each formal test;
  - (8) Finalize program modules;
  - (9) Initiate Help Desk Support;
  - (10) Conduct On-going Project Management:
    - i. Conduct project team meetings;
    - ii. Monitor progress toward key milestones;
    - iii. Manage open issues;
    - iv. Coordinate project team activities;
    - v. Brief stakeholders on project progress;
    - vi. Provide weekly work plan / schedule updates;
    - vii. Provide an open issues management report;
    - viii. Provide a weekly status report; and
    - ix. Maintain a "lessons learned" database/ spreadsheet.
  - (11) Conduct end of phase life cycle review:
    - i. Review deliverables;
    - ii. Obtain deliverable approval and sign-off from the State;
    - iii. Review project progress and issues with the State;
    - iv. Obtain end-of-phase concurrence; and
    - v. Obtain authorization to proceed to next phase from the State.
- c. **Provide** the following deliverables, along with the delivery schedule.

(1) Prepare operations manual	Per the Work Plan
(2) Prepare users' manual	Per the Work Plan
(3) Prepare training plan	Per the Work Plan
(4) Classroom-based instructional materials	Per the Work Plan
(5) Online/Computer-based training	Per the Work Plan
(6) Initiate user training for QA/testers	Per the Work Plan
(7) Prepare test analysis reports	Per the Work Plan
(8) Finalize program modules	Per the Work Plan
(9) Initiate help desk support <ul style="list-style-type: none"> <li>i. Help desk transition plan</li> <li>ii. Help desk scripts</li> </ul>	Per the Work Plan
(10) Project status report	Per the Work Plan
(11) Open issues management report	Per the Work Plan
(12) Lessons learned report	Per the Work Plan
(13) End of phase review	Per the Work Plan
(14) Update previous phase deliverables	Per the Work Plan

A.11. Implementation Phase Requirements. The Contractor shall deploy IRIS deployment and make available to users. The Contractor shall complete IRIS integration, train users, monitor product operation, and update documentation.

- a. Contractor shall implement the IRIS system in a production environment, and resolve any deficiencies that arise during the process.
- b. During this phase, the Contractor shall ensure IRIS and IRIS modifications are installed, documented and operational in a production environment.
- c. Contractor shall conduct user training.
- d. Contractor shall turn IRIS over to the State.
- e. Contractor shall establish the production baseline of the IRIS production system, IRIS database(s), and IRIS data dictionary.
- f. The Contractor shall complete the following tasks and activities during this phase:
  - (1) Provide updates to deliverables as necessary;
  - (2) Provide Base License System Support;
  - (3) Conduct system tuning tests;
  - (4) Complete user and operator training;
  - (5) Load design data dictionary to production data dictionary;
  - (6) Deliver IRIS code and install it in a production environment;
  - (7) Populate data from old ROW systems to use with the new IRIS system;
  - (8) Confirm that the system is ready for operation;
  - (9) Work with the data administrator to enter metadata about IRIS into the data repository;
  - (10) Prepare the Disaster Recovery Plan;
  - (11) Certify State system security and readiness features, including certification and accreditation;
  - (12) Prepare the IRIS documentation as defined in the work plan;
  - (13) Provide Help Desk Support;
  - (14) Conduct on-going Project Management:
    - i. Conduct project team meetings;
    - ii. Monitor progress toward key milestones;
    - iii. Manage open issues;
    - iv. Coordinate project team activities;
    - v. Brief stakeholders on project progress;
    - vi. Provide weekly work plan / schedule updates;
    - vii. Provide an open issues management report;
    - viii. Provide a weekly status report; and
    - ix. Maintain a "lessons learned" database and spreadsheet.
- g. Conduct end of phase life cycle review:
  - i. Review deliverables;
  - ii. Obtain deliverable approval / sign-off;
  - iii. Review project progress/ issues; and
  - iv. Obtain end-of-phase concurrence.
- h. Provide the following deliverables, along with the delivery schedule:

(1)	Provide base system license support	Per the Work Plan
(2)	Conduct system tuning tests	Per the Work Plan

(3)	Complete user and operator training	Per the Work Plan
(4)	Load design data dictionary to production data dictionary	Per the Work Plan
(5)	Deliver and install IRIS in production	Per the Work Plan
(6)	Enter IRIS information into data repository	Per the Work Plan
(7)	Provide help desk support	Per the Work Plan
(8)	Review and certify the system is ready for production/conduct cut-over activities	Per the Work Plan
(9)	Conduct post implementation review	Per the Work Plan
(10)	Project status report	Per the Work Plan
(11)	Open issues management report	Per the Work Plan
(12)	Lessons learned report	Per the Work Plan
(13)	End of phase	Per the Work Plan
(14)	Update previous phase deliverables	Per the Work Plan
(15)	Prepare disaster recovery or business continuity document	Per the Work Plan

- A.12. Enterprise License. The Contractor shall provide an enterprise licenses which allows unlimited users and access to IRIS. The Contractor shall ensure that the enterprise license includes the production, test and development systems/environments.
- A.13. Data Access. The Contractor shall ensure IRIS provides direct database access and the capability for the State to access bulk and individual record data from IRIS with no impact on user operation of IRIS. The Contractor shall ensure access to IRIS data is controlled at both the row and column levels, and the Contractor shall ensure that certain data fields designated by the State in the Work Plan are visible to System Administrators and other authorized users designated by the Sysem Administrators, but masked to all other users.
- A.14. IRIS Architecture. The Contractor shall provide a system that conforms to the architectural guidelines outlined in Attachment C.
- A.15. Design Documents. The Contractor shall provide both general and detailed design documents of IRIS architecture to the State Management Team. The State Management Team may require the Contractor to present IRIS architecture documents to the State Architectural Team for review and approval. The Contractor shall present all changes to the baseline IRIS architecture to the State Architectural Team for review and approval. The Contractor shall include the following in the IRIS architecture design documents:
- A Network Diagram which depicts the nodes and connections amongst nodes in a computer network.
  - A Deployment Diagram which models the hardware used in system implementations, the components deployed on the hardware, and the associations between those components.
  - A Data Model which describes the data model instance and the implementation features of the specific database hosting the model.
- A.16. IRIS Security. The Contractor shall provide a risk management approach to application development and deployment in accordance with industry best practices and the State's Enterprise Information Security Requirements. The Contractor shall use threat and vulnerability identification, analysis and prioritization, and mitigation techniques in accordance with best established practice and standards recognized by the information technology industry. The Contractor shall follow the state of Tennessee's EISP at: [Enterprise-Information-Security-Policies-v2-3-ISO-27002-12-21-2018-Internal-FINAL- with-Sigs](#).
- Restrict Access. The Contractor shall ensure that IRIS restricts system access by role to protect against fraud and error.
  - User Account Security. The Contractor shall ensure that IRIS requires 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 IRIS. The Contractor shall ensure that access to the account is only be granted to a user that correctly enters the username and password combination. The Contractor shall ensure that users are allowed to change the password at any time. The Contractor shall ensure that IRIS securely maintains usernames and passwords.

- c. Account Security Audit Trails. The Contractor shall ensure that IRIS creates 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. The Contractor shall ensure that IRIS requires a State Administrator performing a suspension, deletion or re-activation to give a reason for the action.
- d. Password Protections. The Contractor shall ensure that IRIS rejects passwords considered too simple or easily guessed. The Contractor shall ensure that passwords in IRIS meet the following requirements:
  - 1) The password cannot contain the user name, shall be at least eight (8) characters, support Multi-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 ten (10) digits, zero (0) through nine (9).
    - iv. Non-alphanumeric characters: ~!@#\$%^&\* \_+=`|()\{}[];":'<>.,?/, including any Unicode character that is categorized as an alphabetic character but is not uppercase or lowercase, including Unicode characters from Asian languages.
  - 2) IRIS shall provide the capability to activate and enter a schedule for user passwords to be changed. The Contractor shall ensure that IRIS requires passwords to be changed every ninety (90) days or less from the last change. The Contractor shall ensure that IRIS requires temporary or default passwords assigned by system administrators or dictated by the operating system to be changed immediately after initial login.
  - 3) IRIS 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. IRIS shall suspend an ID after a State configurable number of failed login attempts. The Contractor shall ensure that user ID's will be revoked after five (5) consecutive attempts to login with an invalid password.
  - 5) IRIS shall be configured to remember a password history of four (4) at a minimum.
  - 6) All passwords should be hashed and salted
- e. Authentication Rules. The Contractor shall ensure that IRIS applies different authentication rules to different user roles such that State Administrative Personnel have stricter and more secure rules than other users.
  - 1. State Administrator account passwords shall meet all of the requirements named in Section A.16.d. of this Contract, contain a minimum of eight (8) characters, and shall be required to change their passwords every sixty (60) days. State Administrators to use a multifactor VPN solution to obtain access to IRIS.
- f. Data Security. The Contractor shall prevent security breaches, including but not limited to unauthorized usage, denial of service attacks, and data breaches.
- g. Data Ownership. The Data collected and stored by IRIS shall be the sole property of the State. The State shall solely and exclusively own and retain all right, title and interest, whether express or implied, in and to any and all State Data. The Contractor shall not acquire any right, title or interest, whether express or implied, in and to State data. The Contractor shall only use State data for the purposes set forth in the Contract.



- h. Data Portability. TDOT shall be the ultimate owner of all Data uploaded to and/or created within any solution hosted by a Contractor on behalf of the State. The Contractor shall port Data uploaded to and/or created within in solution hosted by the Contractor in its entirety to common technical standards upon request from the State.
  - i. Data Privacy & Secure Communication. The Contractor shall encrypt all Data encrypted both at rest and in transit using validated encryption technologies. The Contractor shall communicate all Data over TLS version 1.2 or higher.
  - j. Active Directory Integration. The Contractor shall ensure that IRIS utilizes a SSO using the State of Tennessee's AD for employee enterprise login, accessed externally by cloud providers from AAD, so that State employees, along with ad hoc users for external entities, will have the capability to access IRIS using their enterprise login. The Contractor shall ensure that IRIS leverages AAD/SAML for SSO for web interface and through any supported native applications.
  - k. Facility Audits. With advance notice from the State, and no more than one (1) time per calendar year, the Contractor shall allow the State to perform logical and physical audits of the Contractor's facility and systems that are hosting Confidential Information and other Data.
- A.17. Mobile Technology Integration. The Contractor shall ensure that IRIS mobile technology integration includes offline functionality to empower users to access essential features and information without the constraints of a stable internet connection and can interface with State communications systems to send mobile alerts and notifications to user cell phone devices where required.
- A.18. Migration Services. Contractor shall provide data migration services as described in Sections A.3.e. and A.9.c.(4) of this Contract, including the scripts or processes, to ensure a smooth transition of data from the current IRIS system to the new Contractor-hosted IRIS solution during the implementation process. The State shall provide the Contractor access to the current data source. The Contractor shall migrate all State Data from the current State-hosted IRIS solution into the Contractor-hosted IRIS solution and ensure compliance with the State of Tennessee Records Disposition Authorization (RDA) numbers 837, 1170, 1171, 1944, 11393, and 11394. For detailed information regarding each RDA requirement, please refer to the Records Management Division of the Tennessee Department of State at [Effective RDAs | Records Disposition Authorization](#)
- A.19. Interface Development. The Contractor shall provide Web APIs for connectivity and data exchange between IRIS and the following systems and applications. The Contractor shall ensure that:
- a. IRIS exchanges project materials, resources, and scheduling data information with the State-designated project management system. The interface shall pull letting data from the State-designated project management system including, but not limited to:
    - i. Letting dates
    - ii. Project descriptions
    - iii. Project numbers
    - iv. Authorization dates
    - v. Project contacts
  - b. IRIS shall exchange existing road surface conditions information with Esri Roads and Highways.
  - c. IRIS shall exchange current and historical project documentation information with the TDOT electronic document repository. The Contractor shall ensure that Project documentation is maintained in IRIS, include historical documents currently stored in the SharePoint Library, be auditable via cloud, and searchable by the following: county, route, state number, federal number, and property owner.
  - d. IRIS shall have an API to interface with the FRA, or a State-managed dataset to receive and download required data related to railroad crossings, such as the number of trains and railroad owners. The API or dataset shall regularly update detailed railroad information from the FRA into IRIS by interfacing with the FRA system. The Contractor shall ensure

that the railroad information update only transmits data one way, from FRA to IRIS, and does not transmit data back from IRIS to FRA. IRIS shall receive all railroad-highway inventory data from the FRA system including, but not limited to, the following:

- i. Railroad,
    - ii. Department of Transportation number,
    - iii. County name,
    - iv. City name,
    - v. Street,
    - vi. Railroad milepost,
    - vii. Nearest timetable,
    - viii. Public/private,
    - ix. Crossing type,
    - x. Train count,
    - xi. Train speed,
    - xii. Latitude/longitude,
    - xiii. Traffic control,
    - xiv. Physical characteristics, and
    - xv. Public highway information.
  - e. IRIS shall exchange ROW, utility, and railroad transactions with Edison, including sending invoices for payment, supplier information, speed chart numbers, voucher numbers, contract numbers, purchase order numbers, receipts numbers, and receive Edison process warrant number, date, and Sent Address.
  - f. The Contractor shall provide planning and consulting services to assist the State in determining the feasibility of potential future IRIS integrations, including assistance with writing specifications for integrations with ROW Division applications currently in operation, and under development. The Contractor shall provide the following potential integrations with the ROW, utilities, and railroad functionality of the IRIS application:
    - i. Environmental;
    - ii. Outdoor Advertising;
    - iii. Structures;
    - iv. Maintenance;
    - v. Construction;
    - vi. Aeronautics;
    - vii. Design Strategic / Long Range / Short Planning;
    - viii. Rail / Multimodal Public / Private / Local Agency;
    - ix. Project Management; and
    - x. Traffic.
  - g. IRIS interfaces shall offer robust and customizable reporting capabilities for right-of-way information from the State-designated project management system. The Contractor shall ensure that IRIS uses APIs to retrieve data from the State-designated project management system data warehouse and similar datasets.
- A.20. IRIS Hosting, Support, and Maintenance. The Contractor shall provide hosting, support and maintenance for IRIS, including the following:

- a. IRIS Reliability. IRIS 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 IRIS reliability fails to meet this requirement, the Contractor shall provide to the State a prorated hosting, maintenance, and support service credit for the total minutes of downtime for the year.

The Contractor shall ensure that IRIS is available and fully functional 99.9% of the time, excluding scheduled downtime. The Contractor shall have a maximum allowed unscheduled downtime of twenty-two (22) minutes per month. The Contractor shall have scheduled downtime is limited to two (2) hours per week and shall occur during non-Core business hours.

- b. Help Desk. The Contractor shall have a help desk with project management and support personnel available for electronic submittal, active tracking, status, resolution, updated documentation for IRIS during the time of the contract, capability for users to phone, chat online, Microsoft Teams inactive control of user session, and email consultation during the hours of 6:00 AM to 5:00 PM Central Time, Monday through Friday, excluding State holidays. The Contractor and State users shall mutually identify email and phone numbers for non-business-hour critical issues.
- c. Trouble Tickets. The Contractor shall maintain an on-line Trouble Ticket System that allows State Users to submit IRIS performance, maintenance, support, and any other IRIS technical issues or defects to the Contractor. The Contractor shall ensure that Trouble Ticket System provides ticket status visibility to the Contractor and the State. The Contractor shall ensure that the Trouble Ticket System tracks all IRIS performance, maintenance, support, and any other IRIS technical issues or defects, and maintains 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) or Defects in IRIS within (1) one working hour of being notified. 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 is defined as a situation wherein IRIS is down and the State is unable to use the system. This failure causes entire loss of function or data and there is no workaround. Contractor 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 is defined as a situation wherein one or more Critical Functions of IRIS component(s) has a complete outage and/or failure precluding successful operation, or potentially endangering the State's production environment. The State may operate IRIS, but functionality is severely restricted. This type of failure causes a loss of function or data, and the workaround is difficult or unavailable. Contractor 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.
- 3) Severity Level 3 (Medium) is defined as a minor Problem or System Error with IRIS, but 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. Contractor

technical support staff shall accept the State calls 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 the Parties in writing.

4) Severity Level 4 (Low) is defined as a cosmetic and minor Problem or System Error where all user tasks can still be accomplished in IRIS. For 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. The Contractor shall ensure that complete documentation of all IRIS enhancements or revisions is provided with new releases of software. The Contractor shall ensure that documentation describes, in a user-friendly manner, what State Users need to know to understand each level on which the software operates. The Contractor shall ensure that documentation specifically includes 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. The Contractor shall ensure that documentation includes a tutorial quick start outline for “new” users as well as an index for advanced users to detailed documentation.
- f. Time Frames for Services. The Contractor shall provide emergency maintenance services to correct code problems, or any performance or operational problems related to the design or coding of the IRIS software. The Contractor shall ensure that products and services are either replaced, revised, repaired, or corrected within a reasonable timeframe of thirty (30) days if written notification is issued by the State of the Defects; provided, however, that if the continued use of a Defective product or service would cause damage to the State computer 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 IRIS was established, then Contractor shall act to repair the Defect immediately, unless an extension is otherwise granted in writing, by the State. The State shall determine when any Defects have been resolved.
- g. Contact for Services. The Contractor shall be the initial contact point for all IRIS 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.
  - 1) The Contractor may elect to have support services performed by subcontracted personnel, in accordance with Section D.7. of this Contract, but the Contractor shall be responsible for coordinating the effort so that the use of any third-party support is transparent to the State and the State shall not have to deal directly with the subcontractor. The Contractor shall not tender or transfer such services to a third party without written approval by the State.
- h. Maintenance Schedules. The Contractor shall provide written notification to the State at least three (3) weeks in advance of planned software upgrades, maintenance and/or application software releases, including critical emergency releases to maintain operations. The Contractor shall ensure that planned software upgrades and maintenance are performed during the non-peak usage hours of 6:00 PM – 5:00 AM Central Time Monday through Friday, and Friday 6:00 PM through Monday 5:00 AM. The Contractor shall ensure that software upgrades are 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 IRIS shall be halted to provide maintenance.
- i. Interface / Integration Management. The Contractor shall maintain IRIS interfaces to ensure that the interfaces and integration remain compatible for all current interface and integration versions.

- j. Maintenance of Operations and Services during Work. The Contractor shall ensure that he correction of Defects does 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. At the request of the State, Contractor shall dedicate personnel to the problem to perform any required joint functions until the problem is resolved.
  - l. Software Updates and Upgrades. The Contractor shall provide software updates, upgrades and enhancements, or other improvements in its software and associated documentation to the State during the term of the Contract at no additional cost in accordance with Section E.5. The Contractor shall ensure that updates and upgrades are provided to the State within thirty (30) days from the date of release and deliverable by download.
  - m. IRIS Software Corrections.
    - i. The Contractor shall provide maintenance, including Defect corrections, for any customized software provided by Contractor.
    - ii. Software Corrections. IRIS maintenance for custom software Defect corrections shall entitle the State to the correction of a software Defect. There shall be no set maximum limit on the number verified software Defects corrected, tested, and implemented by the Contractor during the Contract Term. There shall be no maximum limit on the number of hours spent by the Contractor necessary to correct verified software Defects.
  - n. Archiving. The Contractor shall maintain daily backups for a rolling thirty (30) day period, and monthly backups throughout the Contract Term. The Contractor shall ensure that backup Data is available within twenty-four (24) hours of notification by an authorized State person.
  - o. Data Storage Capacity. The Contractor shall ensure that IRIS provides sufficient Data storage capacity to maintain all Data throughout the Contract Term.
- A.21. Key Personnel. The Contractor shall assign all key personnel to complete all of its planned and assigned work to fulfill its contractual obligations.
- In the event any one of the Contractor's key personnel or staff members is reassigned, becomes incapacitated, or ceases to be employed by the Contractor and therefore becomes unable to perform the functions or responsibilities assigned to them, the Contractor shall:
- a. Within two (2) business days, temporarily replace such person with another person qualified to perform the functions of such replaced person, and
  - b. Within twenty (20) business days, permanently replace such replaced person with another person qualified to perform the functions of such replaced person.
- The State reserves the right, at its sole discretion, to require the Contractor to replace the Contractor and / or subcontractor employees whom the State judges to be incompetent, careless, or whose continued use is deemed contrary to the best interests of the State.
- A.22. Contractor Official Station and Work Hours. The Contractor shall perform, complete, and manage work under this Contract at the James K. Polk office building, 505 Deaderick Street, 5<sup>th</sup> floor, Nashville, Tennessee 37243.
- Notwithstanding the foregoing, at the State's discretion, Contractor personnel shall be on-site in Nashville during any project phase at no extra cost.
- At the State's discretion, Contractor personnel shall travel away from the official station of Nashville, Tennessee to the State's Regional Offices to perform project-related interviews, tasks, activities, and assessments.

The Contractor shall perform work from 8:00 a.m. to 4:30 p.m., Central Time, with additional hours worked as necessary to meet project deadlines. The Contractor shall ensure that all work performed on the State's premises is completed during the State's standard business hours, or the alternate State work hours of 7:30a.m. to 4:00 p.m. unless otherwise specified by the State.

- A.23. Knowledge Transfer and Training. The Contractor shall provide an IRIS Knowledge Transfer Plan and Training solution.

As part of the Knowledge Transfer and Training Plan, the Contractor shall detail the process for transitioning the application from the Contractor to the State staff. The Contractor shall ensure that the training details include roles and responsibilities for both State and Contractor staff, points of contact; methodology, tools, techniques, strategy, schedules, installations, operations, support, interfaces, maintenance, risks, State resource requirements to maintain IRIS after transition, acceptance criteria, management controls, transition reports, transition team, impact, review process, and configuration control.

The Contractor shall provide training during the Implementation Phase. The Contractor shall schedule ongoing training at the State's convenience and at no additional cost to the State.

The Contractor shall ensure that training of IRIS users, technical staff, and other personnel, including Quality Assurance, Independent Validation, and Verification staff, is comprehensive and tailored to the specific audience. The Contractor shall ensure that training activities include:

- a. Defining training goals and requirements
- b. Creating a classroom-based training curriculum
- c. Creating classroom-based training materials

- A.24. Performance Standards. The Contractor shall design and implement IRIS to meet the response time and availability standards described herein. The Contractor shall assume the State may have a user load of up to three hundred fifty (350) concurrent users accessing IRIS at any given time during an average day. If response time and / or system availability degrades to a level of non-compliance during the periods specified, the Contractor shall take the necessary steps to bring the system back to the required level unless the State determines that factors outside the Contractor's control, such as the State's infrastructure, are the cause.

- A.25. Correction of Deficiencies. The Contractor shall complete any corrections of deficiencies relating to the Contract Scope of Services requirements or deliverables and any investigation necessary to determine the source of such deficiencies at no cost to the State.

- A.26. 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. See Attachment D for Change Orders Process.

- 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 shall 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.
- b. State Approval. 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.

- c. 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.
- d. 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.27. Transition of Services.

- a. Reasonable Cooperation. Upon request by the State, the Contractor shall reasonably cooperate with the State to transition the services defined in Scope Section A of this Contract (the "Services") or transition any portion of the Services as the State may reasonably require, to a State-Selected Supplier or State-Selected Service Provider (hereinafter "Service Provider") and/or to a State-selected software solution or system (the "Transition" or "Transition of Services").
- b. Contractor Responsibilities. Not less than one year prior to the end of the Term as defined in Section B of this Contract as may be renewed or amended, and in accordance within the timeline the Parties otherwise mutually agree upon in writing in A.27.c.(4) below and the Transition of Services is completed, validated, and closed prior to the end of the Term as determined in writing by the State, the Contractor shall:
  - (1) Provide access to State Data in a mutually agreed upon format, and reasonably cooperate with the State during the migration of all State Data by the State or Service Provider,
  - (2) Ensure delivery of the most current version of State Data,
  - (3) Reasonably provide the State and Service Provider answers to questions related to the Transition of Services,
  - (4) Provide minimal Contractor staffing to assist with the contingencies and unexpected situations that may arise during the Transition, particularly during the migration and transfer of State Data from IRIS to the Service Provider, which may occur outside of Contractor's normal business hours,
  - (5) Reasonably cooperate with the State to verify, validate, and close the Transition process (the State or Service Provider will provide all resources required for testing and validation),
  - (6) 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), and
  - (7) Ensure there is no unscheduled interruption of the Services or reduction in the reliability of the Services as required by Section A.20.a. of this Contract during the execution of the Transition.
- c. Mutual Responsibilities. During the Transition of Services, the Parties shall:
  - (1) Define a mutually agreeable data format for the State, or Service Provider, to receive the State Data held by the Contractor,
  - (2) Facilitate communication between the Parties and the Service Provider during the Transition of Services,



- (3) Establish mutually agreeable meeting time(s) and participate in discussions for the Contractor to exchange the IRIS system knowledge applicable to the transition and, based on the Contractor's prior data migration experience, reasonably assist the State in anticipating, and mitigating, potential risks or problems with securely migrating the Services to the new Service Provider with minimal disruption and downtime (such as technical glitches, data breaches, etc.), and
  - (4) The Parties shall define the timeline for all Transition activities such that the Transition, including successful migration of all State Data, shall occur no later than the expiration date of the Term, on a mutually agreed upon date prior to the expiration date of the Term as amended or renewed.
- d. Notice of Successful Transition. 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 or after the date of notice of successful completion of the Transition.
  - e. Terminations Prior to End of Term. In the event of termination of this Contract pursuant to Sections D.4, D.5. or D.6. the Contractor shall promptly assist the State with the Transition to an alternate Service Provider prior to the termination date indicated on the notice of termination.
  - f. Public Safety. The Services provided by this Contract are considered "mission critical" for the State. To prevent public safety issues that interruption of the Services could cause, the Contractor shall reasonably cooperate with the State and the new Service Provider to execute the Transition of Services. The Contractor may not refuse or delay reasonable cooperation with the State during the Transition of Services, as described in this Section A.27. of this Contract, under any circumstances, including without limitation, the State's material breach of this Contract. Any Termination of the Contract shall not otherwise limit either Party's rights or remedies either at law or in equity or relieve either Party of any obligation incurred prior to the effective date of such Termination.
  - g. State Data Retention. The Contractor may not destroy State Data as required by Contract Section E.10.a.(7) without the State's prior written consent until thirty (30) 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 the successful completion of the Transition as detailed in Section A.27.d. above, AND Contractor returns or destroys all State Data pursuant to Section A.16.g. and E.10.a.(8).
  - h. Licensed Products. If this Contract includes the Contractor's provision of licensed products, the Contractor agrees that, without the expressed prior consent of the State, no action shall be taken by the Contractor to restrict or terminate the use of such licensed products prior to the date of expiration or termination of the Contract. The Contractor shall provide all reasonable assistance as requested by the State or such Authorized User to allow for Services to continue without interruption or adverse effect and to facilitate the orderly transfer of such Services to the new Service Provider.. Further, any period of transition shall 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.28. MyTN.gov Interface.

- a. The State may require the software developed or provided by the Contractor under this Contract to interface with the State's customer-facing portal, MyTN.gov. This may occur at any time during the Term of the Contract. If so, the Contractor may have to comply with one, or more, of the following requirements:
  - 1. All web applications must be Responsive. "Responsive" is an industry standard term that refers to a web design that makes web pages render well on a variety of devices and window or screen sizes.
  - 2. All web applications must have the capability to use a single-sign on server utilizing the following industry standard protocols: Security Assertion Markup Language ("SAML") or minimum of OAuth 2.0.



- A.29. 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.30. 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 five (5) years. The State shall have no obligation for goods or services provided by the Contractor prior to the Effective Date.
- B.2. Renewal Options. 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.b.1.

<b>Implementation Total Cost – All Deliverables:</b>	<b>\$ _____</b>
<b>Goods or Services Description</b>	<b>Compensable Amount (% of Total Cost of Implementation) Subject to State Written Approval</b>
Deliverable 1: Definition Phase (Section A.7.)	10%
Deliverable 2: Design Phase (Section A.8.)	15%
Deliverable 3: Build Phase (Section A.9.)	20%
Deliverable 4: Validation and Acceptance Test Phase (Section A.10.):	35%
Deliverable 5: Implementation Phase (Section A.11.):	20%

Table C.3.b.2.

<b>Post – Implementation Total Cost:</b>	<b>\$ _____</b>
<u>IRIS Enterprise License, Including Hosting, Support, and Maintenance – Year 1</u> (Note: Payment for hosting, support and maintenance shall be prorated from the Go-live date to the end of the year in which the Go-live occurs.)	\$ /Year
<u>IRIS Enterprise License, Including Hosting, Support, and Maintenance – Year 2</u>	\$ /Year
<u>IRIS Enterprise License, Including Hosting, Support, and Maintenance – Year 3</u>	\$ /Year
<u>IRIS Enterprise License, Including Hosting, Support, and Maintenance – Year 4</u>	\$ /Year
<u>IRIS Enterprise License, Including Hosting, Support, and Maintenance – Year 5</u>	\$ /Year
<u>IRIS Enterprise License, Including Hosting, Support and Maintenance Renewal Option 1</u>	\$ /Year
<u>IRIS Enterprise License, Including Hosting, Support and Maintenance Renewal Option 2</u>	\$ /Year
<u>IRIS Enterprise License, Including Hosting, Support and Maintenance Renewal Option 3</u>	\$ /Year

IRIS Enterprise License, Including Hosting, Support and Maintenance Renewal Option 4	\$ /Year
IRIS Enterprise License, Including Hosting, Support and Maintenance Renewal Option 5	\$ /Year

- c. The Contractor shall be compensated for changes requested and performed pursuant to Contract Section Reference, without a formal amendment of this Contract based upon the payment rates detailed in the schedule below and as agreed pursuant to Section A.26, PROVIDED THAT compensation to the Contractor for such "change order" work shall not exceed TEN PERCENT (10%) of the Implementation Total Cost detailed in Section C.3.b.1. If, at any point during the Term, the State determines that the cost of necessary "change order" work would exceed the maximum amount, the State may amend this Contract to address the need.

Table C.3.c.1.

Change Orders Per Contract Section A.26					
Job Classification (See Contract Attachment B for Job Descriptions)	Year 1	Year 2	Year 3	Year 4	Year 5
	Hourly Rate	Hourly Rate	Hourly Rate	Hourly Rate	Hourly Rate
Jr. Developer	\$	\$	\$	\$	\$
Sr. Developer	\$	\$	\$	\$	\$
Jr. Architect	\$	\$	\$	\$	\$
Sr. Architect	\$	\$	\$	\$	\$
Project Manager	\$	\$	\$	\$	\$
Sr. Project Manager	\$	\$	\$	\$	\$
Business Analyst	\$	\$	\$	\$	\$
Technical Writer	\$	\$	\$	\$	\$
Database Administrator	\$	\$	\$	\$	\$
*Beginning the sixth (6 <sup>th</sup> ) anniversary of the Contract Effective Date, the Contractor shall be granted an hourly rate increase effective as of that anniversary and each anniversary thereafter. Any annual increase in the not-to-exceed hourly rates shall be based on (a) Year 5 rates and (b) be lesser or capped at the percentage increase, if any, in the Consumer Price Index for all Urban Consumers (Professional Services) ("CPI"), South Region, published by the United States Bureau of Labor Statistics, in effect for the immediately preceding calendar year.					

- 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:

Justin Underwood, Director  
Central Services Division  
James K. Polk Building, 8th Floor  
505 Deaderick Street, Nashville, TN 372430  
[justin.underwood@tn.gov](mailto:justin.underwood@tn.gov)  
Telephone # (615) 253-8813

Alternate Contacts (CC on all Communications):

Jermaine Scales, Chief Information Officer  
Tennessee Department of Transportation  
505 Deaderick Street  
Nashville, TN 37243  
[jermaine.a.scales@tn.gov](mailto:jermaine.a.scales@tn.gov)  
Telephone # (615) 253-6411

Marta Ferreira, IT Business Services  
Tennessee Department of Transportation  
505 Deaderick Street  
Nashville, TN 37243  
[marta.ferreira@tn.gov](mailto:marta.ferreira@tn.gov)  
Telephone # (615) 687-4732

The Contractor:

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

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

- D.3. Modification and Amendment. This Contract may be modified only by a written amendment signed by all Parties and approved by all applicable State officials.
- D.4. Subject to Funds Availability. The Contract is subject to the appropriation and availability of State or federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate this Contract upon written notice to the Contractor. The State's

exercise of its right to terminate this Contract shall not constitute a breach of Contract by the State. Upon receipt of the written notice, the Contractor shall cease all work associated with the Contract. If the State terminates this Contract due to lack of funds availability, the Contractor shall be entitled to compensation for all conforming goods requested and accepted by the State and for all satisfactory and authorized services completed as of the termination date. Should the State exercise its right to terminate this Contract due to unavailability of funds, the Contractor shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages of any description or amount.

- D.5. Termination for Convenience. The State may terminate this Contract for convenience without cause and for any reason. The State shall give the Contractor at least thirty (30) days written notice before the termination date. The Contractor shall be entitled to compensation for all conforming goods delivered and accepted by the State or for satisfactory, authorized services completed as of the termination date. In no event shall the State be liable to the Contractor for compensation for any goods neither requested nor accepted by the State or for any services neither requested by the State nor satisfactorily performed by the Contractor. In no event shall the State's exercise of its right to terminate this Contract for convenience relieve the Contractor of any liability to the State for any damages or claims arising under this Contract.
- D.6. Termination for Cause. If the Contractor fails to properly perform its obligations under this Contract in a timely or proper manner, or if the Contractor materially violates any terms of this Contract ("Breach Condition"), the State shall have the right to immediately terminate the Contract and withhold payments in excess of compensation for completed services or provided goods. Notwithstanding the above, the Contractor shall not be relieved of liability to the State for damages sustained by virtue of any Breach Condition and the State may seek other remedies allowed at law or in equity for breach of this Contract.
- D.7. Assignment and Subcontracting. The Contractor shall not assign this Contract or enter into a subcontract for any of the goods or services provided under this Contract without the prior written approval of the State. Notwithstanding any use of the approved subcontractors, the Contractor shall be the prime contractor and responsible for compliance with all terms and conditions of this Contract. The State reserves the right to request additional information or impose additional terms and conditions before approving an assignment of this Contract in whole or in part or the use of subcontractors in fulfilling the Contractor's obligations under this Contract.
- D.8. Conflicts of Interest. The Contractor warrants that no part of the Contractor's compensation shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Contractor in connection with any work contemplated or performed under this Contract.
- The Contractor acknowledges, understands, and agrees that this Contract shall be null and void if the Contractor is, or within the past six (6) months has been, an employee of the State of Tennessee or if the Contractor is an entity in which a controlling interest is held by an individual who is, or within the past six (6) months has been, an employee of the State of Tennessee.
- D.9. Nondiscrimination. The Contractor hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the Contractor on the grounds of handicap or disability, age, race, creed, color, religion, sex, national origin, or any other classification protected by federal or state law. The Contractor shall, upon request, show proof of nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.10. Prohibition of Illegal Immigrants. The requirements of Tenn. Code Ann. § 12-3-309 addressing the use of illegal immigrants in the performance of any contract to supply goods or services to the state of Tennessee, shall be a material provision of this Contract, a breach of which shall be grounds for monetary and other penalties, up to and including termination of this Contract.

- a. The Contractor agrees that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this Contract. The Contractor shall reaffirm this attestation, in writing, by submitting to the State a completed and signed copy of the document at Attachment A, semi-annually during the Term. If the Contractor is a party to more than one contract with the State, the Contractor may submit one attestation that applies to all contracts with the State. All Contractor attestations shall be maintained by the Contractor and made available to State officials upon request.
  - b. Prior to the use of any subcontractor in the performance of this Contract, and semi-annually thereafter, during the Term, the Contractor shall obtain and retain a current, written attestation that the subcontractor shall not knowingly utilize the services of an illegal immigrant to perform work under this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant to perform work under this Contract. Attestations obtained from subcontractors shall be maintained by the Contractor and made available to State officials upon request.
  - c. The Contractor shall maintain records for all personnel used in the performance of this Contract. Contractor's records shall be subject to review and random inspection at any reasonable time upon reasonable notice by the State.
  - d. The Contractor understands and agrees that failure to comply with this section will be subject to the sanctions of Tenn. Code Ann. § 12-3-309 for acts or omissions occurring after its effective date.
  - e. For purposes of this Contract, "illegal immigrant" shall be defined as any person who is not: (i) a United States citizen; (ii) a Lawful Permanent Resident; (iii) a person whose physical presence in the United States is authorized; (iv) allowed by the federal Department of Homeland Security and who, under federal immigration laws or regulations, is authorized to be employed in the U.S.; or (v) is otherwise authorized to provide services under the Contract.
- D.11. Records. The Contractor shall maintain documentation for all charges under this Contract. The books, records, and documents of the Contractor, for work performed or money received under this Contract, shall be maintained for a period of five (5) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the State, the Comptroller of the Treasury, or their duly appointed representatives. The financial statements shall be prepared in accordance with generally accepted accounting principles.
- D.12. Monitoring. The Contractor's activities conducted and records maintained pursuant to this Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.13. Progress Reports. The Contractor shall submit brief, periodic, progress reports to the State as requested.
- D.14. Strict Performance. Failure by any Party to this Contract to require, in any one or more cases, the strict performance of any of the terms, covenants, conditions, or provisions of this Contract shall not be construed as a waiver or relinquishment of any term, covenant, condition, or provision. No term or condition of this Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the Parties.
- D.15. Independent Contractor. The Parties shall not act as employees, partners, joint venturers, or associates of one another. The Parties are independent contracting entities. Nothing in this Contract shall be construed to create an employer/employee relationship or to allow either Party to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one Party are not employees or agents of the other Party.

- D.16 Patient Protection and Affordable Care Act. The Contractor agrees that it will be responsible for compliance with the Patient Protection and Affordable Care Act ("PPACA") with respect to itself and its employees, including any obligation to report health insurance coverage, provide health insurance coverage, or pay any financial assessment, tax, or penalty for not providing health insurance. The Contractor shall indemnify the State and hold it harmless 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, workarounds plans or other means. A strike, lockout or labor dispute shall not excuse either Party from its obligations under this Contract. Except as set forth in this Section, any failure or delay by a Party in the performance of its obligations under this Contract arising from a Force Majeure Event is not a default under this Contract or grounds for termination. The non-performing Party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the Party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Contractor's representatives, suppliers, subcontractors, customers or business apart from this Contract is not a Force Majeure Event under this Contract. Contractor will promptly notify the State of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the State within one (1) day of the inception of the delay) that a Force Majeure Event has occurred, and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Contractor's performance longer than forty-eight (48) hours, the State may, upon notice to Contractor: (a) cease payment of the fees for the affected obligations until Contractor resumes performance of the affected obligations; or (b) immediately terminate this Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Contractor will not increase its charges under this Contract or charge the State any fees other than those provided for in this Contract as the result of a Force Majeure Event.

- D.25. State and Federal Compliance. The Contractor shall comply with all State and federal laws and regulations applicable to Contractor in the Contractor's performance of this Contract.
- D.26. Governing Law. This Contract shall be governed by and construed in accordance with the laws of the State of Tennessee, without regard to its conflict or choice of law rules. The Tennessee Claims Commission or the state or federal courts in Tennessee shall be the venue for all claims, disputes, or disagreements arising under this Contract. The Contractor acknowledges and agrees that any rights, claims, or remedies against the State of Tennessee or its employees arising under this Contract shall be subject to and limited to those rights and remedies available under Tenn. Code Ann. §§ 9-8-101 - 408.
- D.27. Entire Agreement. This Contract is complete and contains the entire understanding between the Parties relating to its subject matter, including all the terms and conditions of the Parties' agreement. This Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the Parties, whether written or oral.
- D.28. Severability. If any terms and conditions of this Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions of this Contract shall not be affected and shall remain in full force and effect. The terms and conditions of this Contract are severable.
- D.29. Headings. Section headings of this Contract are for reference purposes only and shall not be construed as part of this Contract.
- D.30. Incorporation of Additional Documents. Each of the following documents is included as a part of this Contract by reference. In the event of a discrepancy or ambiguity regarding the Contractor's duties, responsibilities, and performance under this Contract, these items shall govern in order of precedence below:
- a. any amendment to this Contract, with the latter in time controlling over any earlier amendments;
  - b. this Contract with any attachments or exhibits (excluding the items listed at subsections c. through f., below), which includes Attachments A, B, C, D, and E;
  - c. any clarifications of or addenda to the Contractor's proposal seeking this Contract;
  - d. the State solicitation, as may be amended, requesting responses in competition for this Contract;
  - e. any technical specifications provided to proposers during the procurement process to award this Contract; and

f. the Contractor's response seeking this Contract.

- D.31. Iran Divestment Act. The requirements of Tenn. Code Ann. § 12-12-101, *et seq.*, addressing contracting with persons 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.

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.
- D.36. Prohibited Contract Terms. The prohibited contract terms and conditions enumerated in Tenn. Code Ann. § 12-3-515, shall be a material provision of this Contract. The Contractor acknowledges, understands, and agrees that the inclusion of a term or condition prohibited by Tenn. Code Ann. § 12-3-515, shall be null and void and the Contract shall be enforceable as if the Contract did not contain such term or condition.

#### **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 RFP #40100-51396 RFP Attachment 6.2. – Section B Item B.15.) and resulting in this Contract.

The Contractor shall assist the State in monitoring the Contractor's performance of this commitment by providing, as requested, a 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 ordinary wear and tear. Should the property be destroyed, lost, or stolen, the Contractor shall be responsible to the State for the fair market value of the property at the time of loss.
- E.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. Personally Identifiable Information. While performing its obligations under this Contract, Contractor may have access to Personally Identifiable Information held by the State ("PII"). For the purposes of this Contract, "PII" includes "Nonpublic Personal Information" as that term is defined in Title V of the Gramm-Leach-Bliley Act of 1999 or any successor federal statute, and the rules and regulations thereunder, all as may be amended or supplemented from time to time ("GLBA") and personally identifiable information and other data protected under any other applicable laws, rule or regulation of any jurisdiction relating to disclosure or use of personal information ("Privacy Laws"). Contractor agrees it shall not do or omit to do anything which would cause the State to be in breach of any Privacy Laws. Contractor shall, and shall cause its employees, agents and representatives to: (i) keep PII confidential and may use and disclose PII only as necessary to carry out those specific aspects of the purpose for which the PII was disclosed to Contractor and in accordance with this Contract, GLBA and Privacy Laws; and (ii) implement and maintain appropriate technical and organizational measures regarding information security to: (A) ensure the security and confidentiality of PII; (B) protect against any threats or hazards to the security or integrity of PII; and (C) prevent unauthorized access to or use of PII. Contractor shall immediately notify State: (1) of any disclosure or use of any PII by Contractor or any of its employees, agents and representatives in breach of this Contract; and (2) of any disclosure of any PII to Contractor or its employees, agents and representatives where the purpose of such disclosure is not known to Contractor or its employees, agents and representatives. The State reserves the right to review Contractor's policies and procedures used to maintain the security and confidentiality of PII and Contractor shall, and cause its employees, agents and representatives to, comply with all reasonable requests or directions from the State to enable the State to verify or ensure that Contractor is in full compliance with its obligations under this Contract in relation to PII. Upon termination or expiration of the Contract or at the State's direction at any time in its sole discretion, whichever is earlier, Contractor shall immediately return to the State any and all PII which it has received under this Contract and shall destroy all records of such PII.

The Contractor shall report to the State any instances of unauthorized access to or potential disclosure of PII in the custody or control of Contractor ("Unauthorized Disclosure") that come to the Contractor's attention. Any such report shall be made by the Contractor within twenty-four (24) hours after the Unauthorized Disclosure has come to the attention of the Contractor. Contractor shall take all necessary measures to halt any further Unauthorized Disclosures. The Contractor, at the sole discretion of the State, shall provide no cost credit monitoring services for individuals whose PII was affected by the Unauthorized Disclosure. The Contractor shall bear the cost of notification to all individuals affected by the Unauthorized Disclosure, including individual letters

and public notice. The remedies set forth in this Section are not exclusive and are in addition to any claims or remedies available to this State under this Contract or otherwise available at law. The obligations set forth in this Section shall survive the termination of this Contract.

E.10. Information Technology Security Requirements (State Data, Audit, and Other Requirements).

a. The Contractor shall protect State Data as follows:

- (1) The Contractor shall ensure that all State Data is housed in the continental United States, inclusive of backup data. All State data must remain in the United States, regardless of whether the data is processed, stored, in-transit, or at rest. Access to State data shall be limited to US-based (onshore) resources only.

All system and application administration must be performed in the continental United States. Configuration or development of software and code is permitted outside of the United States. However, software applications designed, developed, manufactured, or supplied by persons owned or controlled by, or subject to the jurisdiction or direction of, a foreign adversary, which the U.S. Secretary of Commerce acting pursuant to 15 CFR 7 has defined to include the People's Republic of China, among others are prohibited. Any testing of code outside of the United States must use fake data. A copy of production data may not be transmitted or used outside the United States.

- (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 (or 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 any Subcontractor used by the Contractor to host State data, including data center vendors, shall be subject to an annual engagement by a licensed 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") 2 Type 2 examination. The scope of the SOC 2 Type 2 examination engagement must include the Security, Availability, Confidentiality, and Processing Integrity Trust Services Criteria. In addition, the Contractor services that are part of this Contract, including any processing or storage services, must be included in the scope of the SOC 2 Type 2 examination engagement(s).
- (4) The Contractor must annually review its SOC 2 Type 2 examination reports. Within 30 days of receipt of the examination report, or upon request from the State or the Comptroller of the Treasury, the Contractor must provide the State or the Comptroller of the Treasury a non-redacted copy of the Contractor's SOC 2 Type 2 examination report(s). The Contractor must review the annual SOC 2 Type 2 examination reports for each of its Subcontractors and must also assist the State or Comptroller of the Treasury with obtaining a non-redacted copy of any SOC examination reports for each of its Subcontractors, including data centers used by the Contractor to host or process State data.

If the Contractor's SOC 2 Type 2 examination report includes a modified opinion, meaning that the opinion is qualified, adverse, or disclaimed, the Contractor must share the SOC report and the Contractor's plan to address the modified opinion with the State or the Comptroller of the Treasury within 30 days of the Contractor's receipt of the SOC report or upon request from the State or the Comptroller of the Treasury. If any Subcontractor(s) SOC 2 Type 2 examination report includes a modified opinion, the Contractor must assist the State or Comptroller of the Treasury with obtaining the Subcontractor(s) SOC report and the Subcontractor(s) plan to address the modified opinion.

The Contractor must have a process for correcting control deficiencies that were identified in the SOC 2 Type 2 examination, including follow-up documentation providing evidence of such corrections. Within 30 days of receipt of the examination report, or upon request from the State



or the Comptroller of the Treasury, the Contractor must provide the State or the Comptroller of the Treasury with a corrective action plan and evidence of correcting the control deficiencies. The Contractor must require each of its Subcontractors, including data centers used by the Contractor to host State data, to have a process for correcting control deficiencies identified in their SOC examination reports and must assist the State or Comptroller of the Treasury with obtaining a corrective action plan and obtaining evidence of correcting control deficiencies identified in Subcontractor(s) SOC reports.

No additional funding shall be allocated for these examinations as they are included in the Maximum Liability of this Contract.

- (5) The Contractor must annually perform Penetration Tests and Vulnerability Assessments against its Processing Environment per the NIST 800-115 definition. "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. The Contractor shall provide a letter of attestation on its processing environment that penetration tests and vulnerability assessments has been performed on an annual basis and taken corrective action to evaluate and address any findings.

In the event of an unauthorized disclosure or unauthorized access to State data, the State Strategic Technology Solutions (STS) Security Incident Response Team (SIRT) must be notified and engaged by calling the State Customer Care Center (CCC) at 615-741-1001. Any such event must be reported by the Contractor within twenty-four (24) hours after the unauthorized disclosure has come to the attention of the Contractor.

- (6) If a breach has been confirmed a fully un-modified third-party forensics report must be supplied to the State and through the STS SIRT. This report must include indicators of compromise (IOCs) as well as plan of actions for remediation and restoration. Contractor shall take all necessary measures to halt any further Unauthorized Disclosures.
- (7) 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
- (8) Upon termination of this Contract and in consultation with the State, the Contractor shall destroy, and ensure all subcontractors 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 always fully compatible with current versions of the Operating System and Application to ensure that security vulnerabilities are not introduced.

(4) In the event of drive/media failure, if the drive/media is replaced, it remains with the State and it is the State's responsibility to destroy the drive/media, or the Contractor shall provide written confirmation of the sanitization/destruction of data according to NIST 800-88.

c. 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:

TWENTY-FOUR (24) HOURS

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:

FORTY-EIGHT (48) HOURS

The Contractor and the Subcontractor(s) shall maintain a documented Disaster Recovery plan and shall share this document with the State when requested. 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.11. 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:

- (1) The effect, if any, of adding the lines, items, or options on the other goods or services required under the Contract;
- (2) Any pricing related to the new lines, items, or options;
- (3) The expected effective date for the availability of the new lines, items, or options; and
- (4) Any additional information requested by the State.

b. The State may negotiate the terms of the Contractor's proposal by requesting revisions to the proposal.

- c. To indicate acceptance of a proposal, the State will sign it. The signed proposal shall constitute a MOU between the Parties, and the lines, items, or options shall be incorporated into the Contract as if set forth verbatim.
- d. Only after a MOU has been executed shall the Contractor perform or deliver the new lines, items, or options.

#### E.12. Comptroller Audit Requirements.

When requested by the State or the Comptroller of the Treasury, the Contractor must provide the State or the Comptroller of the Treasury with a detailed written description of the Contractor's information technology control environment, including a description of general controls and application controls. The Contractor must also assist the State or the Comptroller of the Treasury with obtaining a detailed written description of the information technology control environment for any third or fourth parties, or Subcontractors, used by the Contractor to process State data and/or provide services under this Contract.

Contractor will maintain and cause its Subcontractors to maintain a complete audit trail of all transactions and activities in connection with this Contract, including all information technology logging and scanning conducted within the Contractor's and Subcontractor's information technology control environment. Upon reasonable notice and at any reasonable time, the Contractor grants the State or the Comptroller of the Treasury with the right to audit the Contractor's information technology control environment, including general controls and application controls. The audit may include testing the general and application controls within the Contractor's information technology control environment and may also include testing general and application controls for any third or fourth parties, or Subcontractors, used by the Contractor to process State data and/or provide services under this Contract. The audit may include the Contractor's and Subcontractor's compliance with the State's Enterprise Information Security Policy and all applicable requirements, laws, regulations, or policies.

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

The Contractor must have a process for correcting control deficiencies that were identified in the State's or Comptroller of the Treasury's information technology audit. For any audit issues identified, the Contractor and Subcontractor(s) shall submit a corrective action plan to the State or the Comptroller of the Treasury which addresses the actions taken, or to be taken, and the anticipated completion date in response to each of the audit issues and related recommendations of the State or the Comptroller of the Treasury. The corrective action plan shall be provided to the State or the Comptroller of the Treasury upon request from the State or Comptroller of the Treasury and within 30 days from the issuance of the audit report or communication of the audit issues and recommendations. Upon request from the State or Comptroller of the Treasury, the Contractor and Subcontractor(s) shall provide documentation and evidence that the audit issues were corrected.

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

- E.13. 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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**BUTCH ELEY, COMMISSIONER**

**DATE**

**ATTACHMENT A**

**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.**

---

**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 B****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.
- I. Database Administrator - Responsible for all activities related to maintaining an organization's database and keeping data secure, which includes data integrity, keeping it available to users, and preventing unauthorized access. The DBA is responsible for understanding and managing the overall database environment. The DBA also adjusts, upgrades, and tests modifications to the database as needed.

**ATTACHMENT C****TDOT Architecture Guidelines**

Hosted Solutions: Commonly referred to as “the cloud,” hosted solutions will be on hardware and infrastructure not owned or managed by TDOT or the state of Tennessee.

- A. Authentication: TDOT uses Microsoft Entra ID for authentication in a hosted solution environment. Hosted solutions must leverage the state of Tennessee’s Entra ID for authentication of State personnel.
- B. Application Communication: Hosted solutions must have or create Web APIs for connectivity between them and other systems that TDOT deems necessary.
- C. Security Requirements: Hosted solutions must comply with the state of Tennessee’s Enterprise Information Security Policy (EISP) found at the following link:  
[Enterprise-Information-Security-Policies-v2-3-ISO-27002-12-21-2018-Internal-FINAL- with-Sigs](#)
- D. Data Portability: TDOT is the ultimate owner of all data uploaded to and/or created within any hosted solution. The vendor will port State data in its entirety to common technical standards upon request from TDOT.

Data Security Guidelines

- A. TDOT recommends following the guidelines specified in 'NIST Special Publication 800-171' (<https://nvlpubs.nist.gov/nistpubs/SpecialPublications/NIST.SP.800-171r1.pdf>) for unclassified data.
- B. Any PII data that is stored within the database should adhere to the 'NIST Special Publication 800-122' standard (<http://nvlpubs.nist.gov/nistpubs/Legacy/SP/nistspecialpublication800-122.pdf>).

Geospatial Guidelines

- A. Geospatial Data Web Services: All geospatial data web services must be made available in Open Geospatial Consortium (OGC) standards. Often the data services listed below are available in conjunction with a proprietary type of service. The use of a proprietary service type is acceptable as long as it offers the required standard service type inherently as part of the service. Both services occur from a single point and read the same data. The three most common OGS standards are described below.
- B. Reference: <http://www.opengeospatial.org/standards>
  - 1) Web Map Service (WMS): This OGC standard is for accessing map images from a spatial dataset(s). The images can be returned as JPG, PNG, etc. and displayed in a browser. This is basically a static picture of dynamic data. This type of service great for a visual reference layer, but it cannot be used for analysis or editing.
  - 2) Web Map Tile Service (WMTS): This OGC standard is for accessing cached tile images from spatial datasets. Unlike WMS, images retrieved from the service are from a static cache. This service type generally has better performance than WMS.
  - 3) Web Feature Service (WFS): This is an OGC standard for accessing the data records from a spatial dataset(s). This service allows for access to features for query, creation, update and deletion. This service can be utilized for spatial analysis.
- C. Geospatial Basemaps: All applications containing a mapping element developed or purchased for use by TDOT will be compatible with the following formats: Web Map Tile Service (WMTS) and ESRI ArcGIS Tiled Map Service.

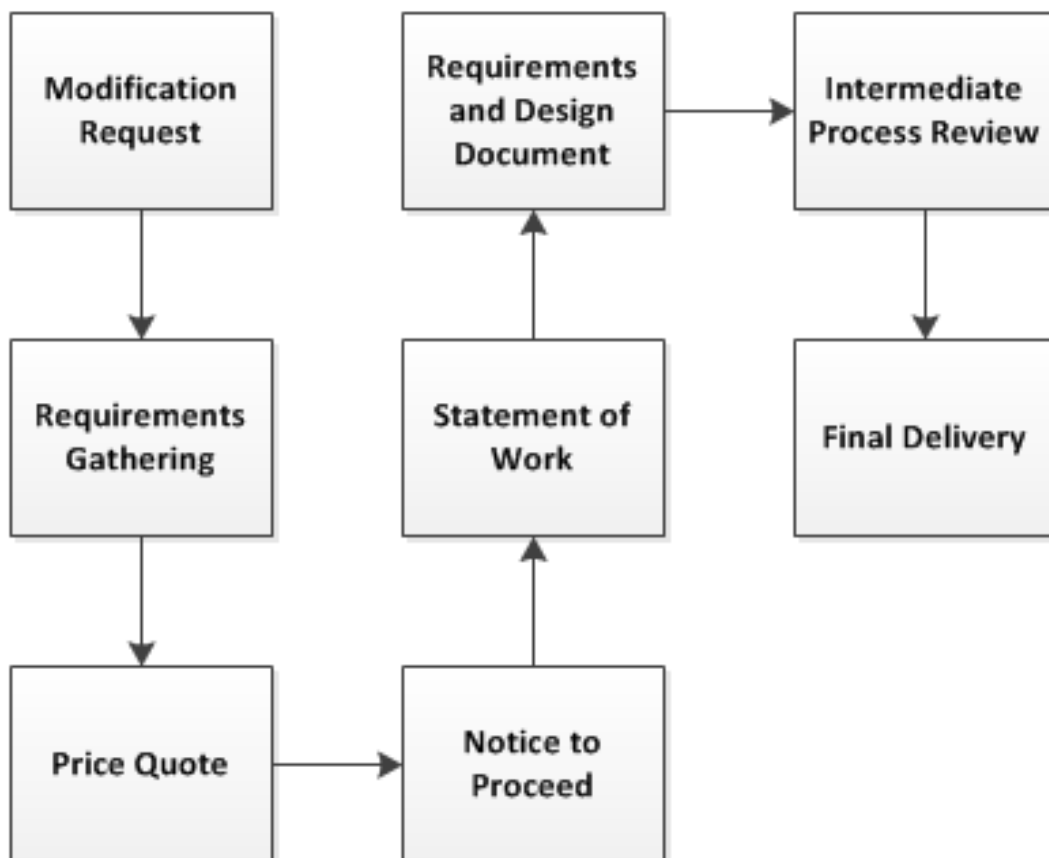
- D. Geospatial Data Formats: Enterprise Geodatabase (Oracle SDO\_GEOMETRY) - All spatial data stored in the Enterprise Geodatabase will be stored in Oracle SDO (Spatial Data Object) Geometry. This enables the use of Oracle Spatial tools and utilities at the database level. The format is also vendor neutral allowing it to be utilized by various GIS and data manipulation software. Reference: <https://docs.oracle.com/database/121/SPATL/toc.htm>
- E. Data Deliverables - ESRI File Geodatabase is a single user proprietary geodatabase format created by ESRI. Data in this format is normally imported into the Oracle Enterprise Geodatabase. Any data that is not able to be imported for some reason is made available in this format on a shared file server. Reference: <http://desktop.arcgis.com/en/arcmap/10.3/manage-data/geodatabases/what-is-a-geodatabase.htm>



## ATTACHMENT D

# Change Order Process

## Workflow



**CONTRACT ATTACHMENT D - 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 E**

**SAMPLE DIAGRAMS**

Diagram 1: ROW Relocation Process\*

Diagram 2: ROW Acquisition Details Page 1\*

Diagram 3: Appraisal Process\*

Diagram 4: ROW Top Level Workflow\*\*

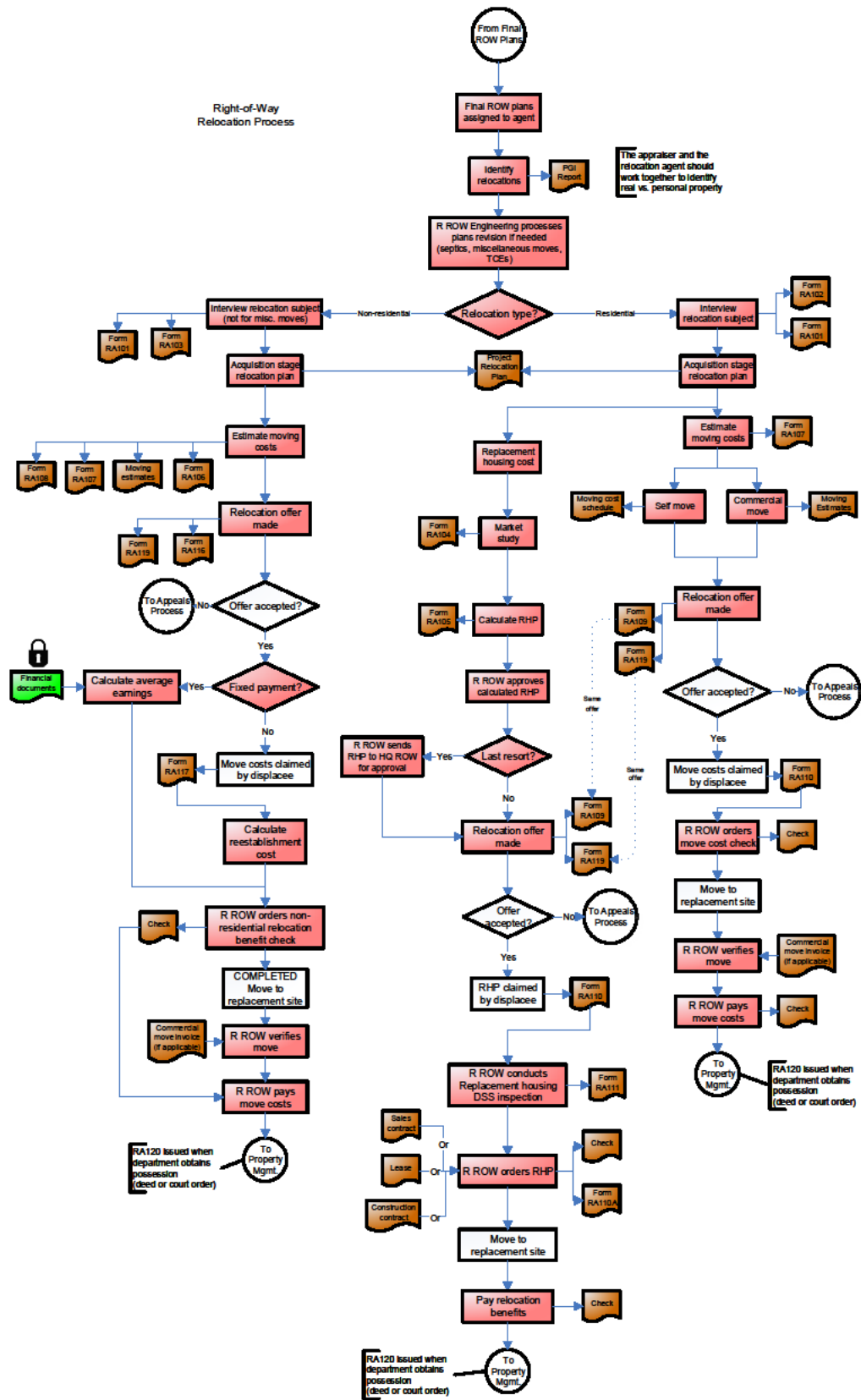
Diagram 5: Utility Process\*\*

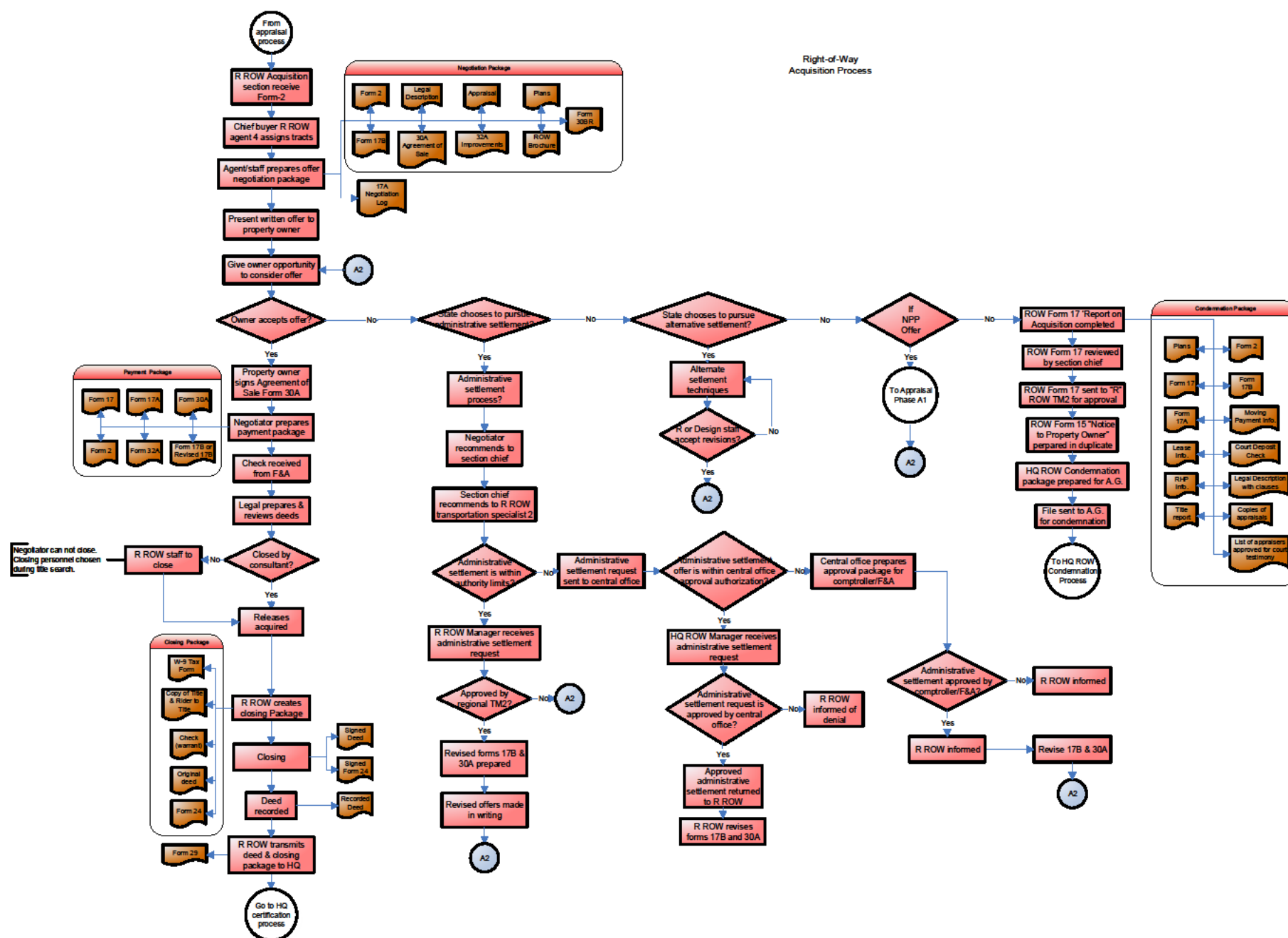
Diagram 6: HQ Utility-RR Coordination\*\*

\*Illustrates the complexity of functions within IRIS.

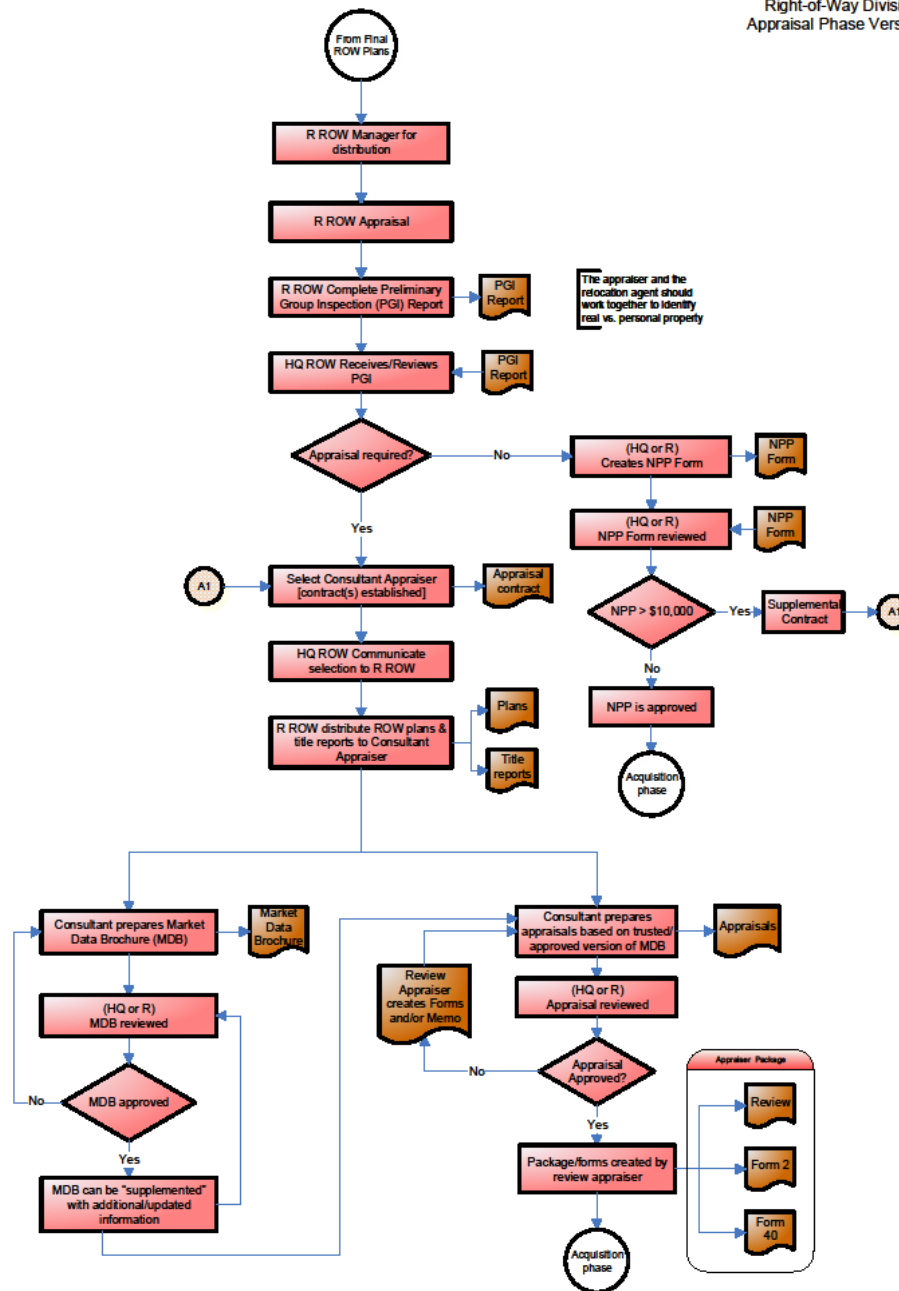
\*\*Illustrates the overall movement of work processes through their respective domains.

# Right-of-Way Relocation Process





Right-of-Way Division  
Appraisal Phase Version 8



**Market Data Brochure (MDB)**

- Dynamic document
- It can be added to
- It can be updated throughout project

Identified by State ROW number (series # 2,000)

- Also has description and termini

Used in only projects that has > 5 tracts

Always done by consultants

**"To Do"**

Need Region input on creation of NPP form

Loops/expandable processes

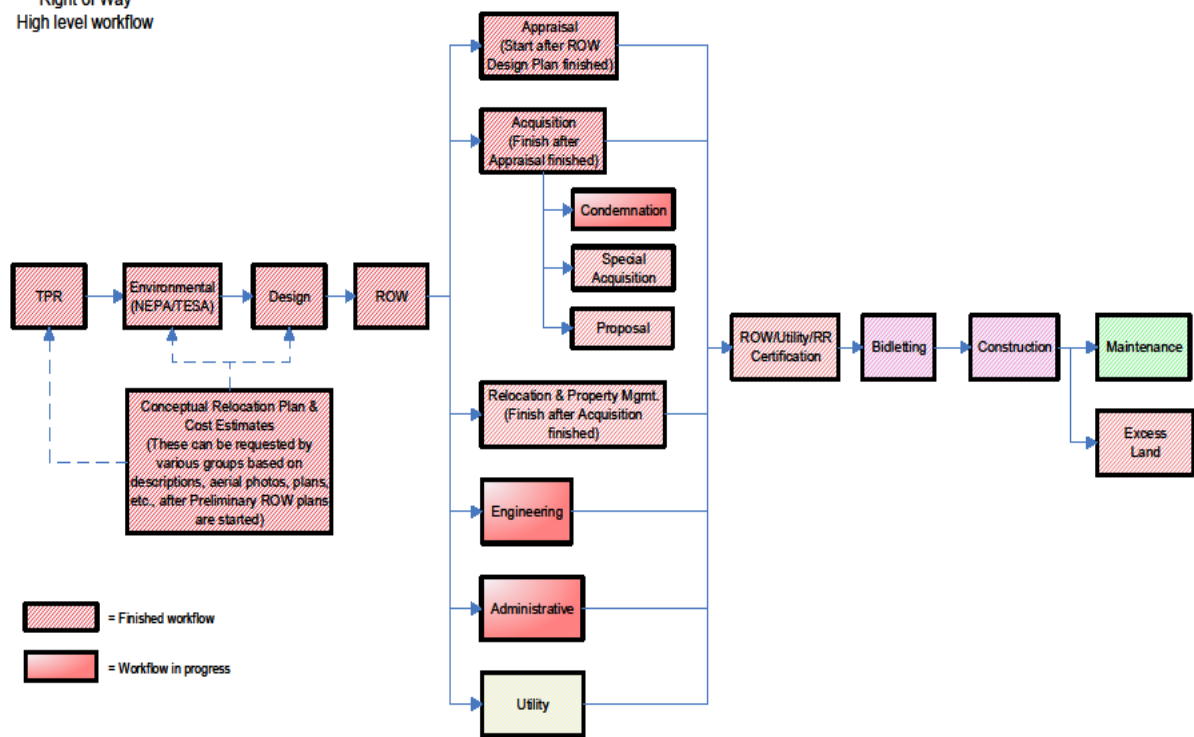
Plans revision

- from design
- from ROW

**Nominal Payment Parcel (NPP) tract**

- Understood, identified and documented in PGI
- Under \$10,000 compensation
- Non-complication
- Typically no proximity damages

Right of Way  
High level workflow





Utility Process

