

**To:** VCIF subrecipients purchasing off Statewide Contract 450 Motorola  
**From:** Jennifer Brinkman  
Director, Office of Criminal Justice Programs  
**Date:** January 23, 2024  
**Subject:** VCIF Grantees with budgeted LPRs

[VCIF Subrecipients with budgeted LPRs] 2024-01

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The following information is intended for all agencies that are contracted with the State of TN via the Violent Crime Intervention Fund to purchase license plate readers (LPRs).

Please review the attached statewide contract (SWC) 450. Per the guidelines of the SWC 450, the order of operations for purchasing LPRs from the qualified vendor is as follows:

1. Law enforcement agency (LEA) reaches out directly to the Vendor to get a quote (if necessary) and issue a purchase order via the SWC 450 process as outlined in the attached document.
2. Vendor reviews and issues acceptance of purchase order and notifies the LEA.
3. The LEA's equipment is delivered to the LEA or installer location.
4. The LEA is invoiced for the equipment by the vendor.
5. The LEA pays the vendor.
6. The LEA invoices the State for the paid invoice.

Per Office of Criminal Justice Program (OCJP) guidelines, all of the above items must occur during the contract period. **Items 3-6 must occur during the fiscal year in which the funds are budgeted for the LPR purchase.** Agencies should NOT pay for equipment that they have not received.

As LEAs must be licensed through the TN Dept of Transportation (TDOT) in order to install LPRs, OCJP is encouraging all agencies that intend to purchase LPRs to **wait until their TDOT-issued license is effective before ordering/paying for their LPRs through the SWC 450.** If an LEA anticipates they will not have an effective TDOT license in the present fiscal year – before June 30, 2024 – please contact your OCJP PM Specialist to request to amend your contract for a no cost extension.

If you have already issued a payment to the SWC 450 vendor, but have not received your LPR equipment, please email your OCJP PM Specialist.

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**CONTRACT  
BETWEEN THE STATE OF TENNESSEE DEPARTMENT OF GENERAL SERVICES, CENTRAL  
PROCUREMENT OFFICE  
AND  
MOTOROLA SOLUTIONS, INC.**

This Contract, by and between the State of Tennessee, Department of General Services, Central Procurement Office ("State") and Motorola Solutions, Inc. ("Contractor"), is for the provision of Automated License Plate Reader/Recognition ("ALPR") System, as further defined in the "SCOPE." State and Contractor may be referred to individually as a "Party" or collectively as the "Parties" to this Contract.

The Contractor is a For-Profit Corporation  
Contractor Place of Incorporation or Organization: Delaware  
Contractor Edison Registration ID # 0000000498

**A. SCOPE:**

The purpose of this Contract is to engage the services of a Contractor to upgrade/replace the State's current license plate reader Systems and hardware. the resulting System(s) will be a hosted (Cloud Based) System and include the provision of all necessary hardware (Mobile and Fixed Camera's and associated mounting hardware and accessories) as identified in the *pro forma*, and the operational tools, controls and interfaces in order for the State to achieve the objectives of this scope. Storage, management software, installation as needed, maintenance, training, and support services are to be provided.

The new System, when implemented, will replace antiquated software, decrease software and support costs, and decrease the resources currently necessary to maintain the new system compared to the existing System.

**A.1. Definitions**

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. Account Manager: The term "Account Manager" shall be defined as described in Section A.13. Account Management Service Organization.
- b. ALPR: The acronym "ALPR" shall mean Automated License Plate Reader/Recognition.
- c. ALPR System ("the System"): the ALPR and all its components, storage and management software, installation, training, maintenance and support, and warranty. The ALPR System shall include all hardware, equipment, cabling and any services required for the System to operate. Equipment at a minimum, shall include three (3) cameras for mobile, one (1) camera for fixed, processor(s), and other peripherals/components.
- d. ANSI/ UL-94 Standard: The term "ANSI/ UL-94 Standard" means the standard set by the American National Standards Institute for flammability of plastic materials for parts in devices and appliances.
- e. CAD: The acronym CAD shall mean Computer Aided Dispatch. CAD is a map centric system with the capability to add an integrated records management system, mobile CAD, and automatic vehicle location module for law enforcement and emergency management agencies.
- f. CJIS: The acronym CJIS shall mean Criminal Justice Information Services

- g. Configuration Manager: Contractor counterpart to individual identified in A.8.g and A.10.c.2.i of the pro forma Contract
- h. Equipment: The term Equipment shall mean all non- software material deliverables such as Hardware, Services and Labor
- i. Hit: The term "Hit" shall mean when an image of a license plate matches a license plate registered in a database such as NCIC or TCIC.
- j. Installation: the process for installing the ALPR System Hardware and/or software, that can either include Retrofitting or Upfitting a vehicle at State designated locations.
- k. IR: The acronym "IR" shall mean "Infrared".
- l. MDT: The acronym "MDT" shall mean "Mobile Data Terminal".
- m. NCIC: The acronym "NCIC" shall mean "National Crime Information Center".
- n. PMI: The acronym "PMI" shall mean "Project Management Institute"
- o. Project Manager: Reference responsibilities in A.10 of the Contract.
- p. Quality Control Manager: Contractor counterpart to State Quality Representative delineated in A.8.e of the Contract.
- q. Retrofitting: the process of removing all or part of the existing System and replacing it with all or part of the new System at a State approved location.
- r. Software. This term shall refer to the operation and management system and any functionality imbedded into the System Software.
- s. Solid State: The term shall mean "no moving parts".
- t. TBSM: The acronym "TBSM" shall mean Tennessee Business Solutions Methodology
- u. TCIC: The acronym "TCIC" shall mean "Tennessee Crime Information Center".
- v. Upfitting: the process of installing new ALPR System hardware and related components at a State approved location.

A.1. Adherence to the Criminal Justice Information Services Security Policy.

- a. The System shall be a secure, web-based CJIS-compliant Contractor-hosted System, with the ability to have real-time interfaces with multiple systems (e.g., the State's CAD system and other ALPR systems). The System shall adhere to the most recent CJIS Security Policy set forth by the CJIS Agency for Tennessee, or the Tennessee Bureau of Investigation.

A.2. Contractor Requirements. The Contractor shall meet the following requirements:

- a. The Contractor shall provide all technical manuals pertaining to the System. The technical manuals shall be furnished in an electronic format. The Contractor shall allow the State to reproduce technical manuals as needed (A.9.e.6) at no cost to the State.
- b. The Contractor shall facilitate Installation and repairs through an authorized maintenance facility for ALPRs—employing trained and properly certified technicians. The Contractor shall provide proof of technician(s)' certification as requested by the State.

- c. The Contractor shall provide all cables, mounting components, and hardware required for Installation. If applicable, all System equipment shall be shipped to the State at no additional charge.

A.3. System Requirements. The System shall meet the following requirements:

- a. Create and produce reports in accordance with Section A.7.
- b. At all times comply with the State's *Enterprise Information Technology and Security Policies* (<https://www.tn.gov/finance/strategic-technology-solutions/strategic-technology-solutions/sts-security-policies.html>).
- c. Have a fully scalable, configurable, and customizable architecture designed to allow incremental changes in capacity and functionality.
- d. Be compatible with the State's existing ALPR System only in order to be able to extract any data that needs to be transferred to the new ALPR System.
- e. Function at night and in dim lighting situations, with no additional external lighting required other than lighting that is integrated within the hardware.
- f. The State shall provide network resources used by the Contractor and the System. The Contractor shall utilize network resources sufficiently to meet the business need, but the utilization of network resources and the peripherals and components for the System shall not be such that other State systems would malfunction. The State reserves the right to add, change, reconfigure, consolidate, or eliminate network resources at any time to meet the best interests of the State.
- g. Has the ability to ingest data from third-party sources.
- h. Support a minimum of three (3) cameras operating independently and simultaneously for the mobile setup.
- i. Store records in accordance with federal and state laws, rules, and regulations.

A.4. System Description.

- a. General Hardware Requirements. The following requirements shall be met:

All equipment shall be ruggedized—allowing for operation in wet conditions, extreme hot and/or cold temperatures, and vibrations:

- (1) All Data Storage shall be Solid State and ruggedized,
- (2) The ALPR System camera(s) shall be capable of being mounted in a fixed or temporary location and shall be designed to meet the environmental conditions associated with a mounted installation.
- (3) The System shall operate on any MDT without adversely affecting any other existing applications,
- (4) All System components shall be Solid State, and
- (5) The System shall function at night and in dim lighting situations, with no additional external lighting required other than lighting that is integrated within the hardware.

- b. Cameras. The following requirements shall be met:

- (1) The cameras shall be mounted and provide IR for license plate capture and color overview images for vehicle identification,
- (2) The cameras shall be mounted—either temporary or permanently—in such a way that an individual's field of view is not obstructed,
- (3) In a multi-camera configuration, each camera shall operate independently—a failure of one (1) camera shall not prevent normal operation of any other camera, and
- (4) The camera(s) shall have the ability to read all readable license plates, including digitally printed plates, from all fifty (50) states including vanity plates, multiple plates and half-height characters, in both daylight and darkness.
- (5) The Fixed Camera System shall be comprised of a minimum of one (1) self-illuminating IR camera(s) for effective license plate image capture in a variety of weather and lighting conditions. The number of cameras shall be contingent upon the location and need of the System,
- (6.) The Mobile Camera System shall be comprised of a minimum of three (3) self-illuminating IR cameras for effective license plate image capture in a variety of weather and lighting conditions.

c. Additional Mobile Hardware Requirements. The following requirements shall be met:

- (1) All peripherals shall be furnished by the Contractor. The Contractor shall be able to provide a variety of camera mounting brackets or configurations to accommodate the vehicles' purposes and types,
- (2) The System shall not exceed the current power capabilities of twelve (12) volts and ten (10) amps, and
- (3) The camera(s) shall be capable of capturing license plates in any of the following scenarios:
  - i. An adjacent lane on either side of the patrol vehicle while driving through traffic and/or parking lots,
  - ii. Traffic in an adjacent lane while parked on the side or shoulder of a roadway,
  - iii. Any parking application from parallel to perpendicular parked car orientation with respect to the movement of the patrol vehicle, and
  - iv. An adjacent lane to capture the rear license plate of the vehicle as it passes the patrol vehicle or vice versa.

d. Additional Fixed-Mounted Hardware Requirements. The following requirements shall be met:

- (1) All peripherals shall be furnished by the Contractor. The Contractor shall be able to provide a variety of camera mounting brackets or configurations to accommodate a variety of fixed location sites; and
- (2) Contractor will provide voltage and power capabilities for the various platforms.

- e. Integration Requirements. The following requirements shall be met:
- (1) The System shall have the ability to obtain a minimum of the following data directly from the State's currently deployed ALPR mobile camera equipment (see Attachment C), without the use of the existing State's BOSS server:
    - i. Optical character recognition of an alphanumeric plate,
    - ii. Date of read,
    - iii. Time of read,
    - iv. GPS location of read,
    - v. Image of plate, and
    - vi. Overview image of vehicle.

A.5. System Storage and Management Software (the "Software"): The following Software requirements shall be met:

- a. The System shall be role-based and rights-based according to the State designated personnel's job role (i.e., State Troopers shall have fewer rights, access, and capabilities than Sergeants, Lieutenants, Captains, or other State designated personnel).
- b. The System shall integrate with the State's Active Directory.
- c. The Contractor shall work with the State as needed for data conversion, transfer, and/or migration of existing and/or historical data.
- d. Browser-based applications shall be able to operate on State-approved web browsers, and support all subsequent versions.
- e. Any client-based applications shall be developed to function in a current, or subsequent, State-approved operating environment.
- f. The Software shall support an unlimited number of "hot list" databases, including the NCIC and the TCIC.
- g. The State System Administrator shall have the capability to define the State's database(s) and assign a color code or other easily recognized delimiter and priority level to each database to be used when "Hit" occurs, e.g., stolen vehicles, stolen license plates, sexual predators, armed felon suspects, registered parolees.
- h. The System shall have a feature that allows "hot list" databases to be created in the field by users and each user shall have the capability to add license plate data to the System's database(s) while in the field. The System shall allow automatic updating of all "hot list" databases from the originating source (i.e., website, FTP location, or network address).
- i. All license plate data added by the user shall remain a part of the selected database.
- j. The System shall provide a feature to enable or disable plate matching to match common number character issues, e.g., O/0 and B/8, or unknown characters.
- k. The Software shall provide live, simultaneous display of all of the following data:
  - (1) The IR license plate image,
  - (2) The license plate interpretation or System read,

- (3) A corresponding color overview image of the vehicle displaying the captured IR license plate,
  - (4) The date and time stamp,
  - (5) Identification of the camera position capturing the image,
  - (6) The GPS coordinates for every license plate captured by the System; and
  - (7) Active directory identification of the officer logged into the System.
- l. The Software shall create and produce reports in accordance with Section A.7,
- m. The Software shall provide the State with the ability to run a query to determine if a particular license plate, using full plate information or partial plate information, has been captured in the System. If the license plate data is in the System, the State shall have the ability to review each license plate captured. The associated System data displayed shall include a minimum of the following:
- (1) IR license plate image,
  - (2) Corresponding color overview image of the vehicle,
  - (3) Date and time stamp, and
  - (4) GPS coordinates.
- n. The Software shall provide the ability for notes to be added to any record for permanent storage and subsequent retrieval.
- o. The Software shall provide a method for automatically purging data based upon parameters defined by the State.
- p. The Software shall support a suite of investigative tools that have the ability to query and conduct analysis on the data contained in the System database.
- A.5. Operational Reports. The Contractor shall provide a System capable of producing a variety of mutually agreed upon standard and customized reports for the System as a whole and each of its functionalities, as well as the consumption of all consumables for all System hardware as described in this Contract.
- a. Parameters. Parameters shall include a minimum of the following:
- (1) Hits,
  - (2) License plate images and associated data; and
  - (3) License plate searches performed by the officer indicating the date and time the search was conducted.
- b. Report Delivery. Access to, and delivery of, all reports shall meet the following minimum requirements:
- (1) The System shall permit State designated personnel the ability to access all reports from a centralized location,
  - (2) The Contractor shall replicate reports currently utilized by the State,

- (3) The State shall have the ability to create customized reports based on parameters determined by the State,
- (4) State designated personnel shall have the ability to perform real-time ad-hoc reports through State approved tools. State designated personnel shall have access to only those data fields permitted based on their roles/security classes,
- (5) Reports and results of queries shall be downloadable in multiple formats, including tab delimited, Microsoft Excel, Microsoft Word, and PDF,
- (6) The System shall send all reports to paper, screen, or file (i.e., Print, View, Save as), and
- (7) The Contractor shall collaborate with the State to establish the scheduling parameters and retention periods for reporting. Scheduling parameters and retention periods for reporting have to be approved in writing by the State prior to implementation.

A.6. Installation. The Contractor shall meet the following requirements:

- a. The Contractor shall provide System Installation and/or System Installation oversight based upon the State's requirements.
- b. If applicable, the Contractor shall provide Installation services utilizing State-approved vendors. Retrofitting services shall be completed the same day; all Installation dates and times shall be coordinated between the State and the Contractor's State-approved vendors.
- c. All services for Installation shall be pre-approved by State designated personnel. The Contractor shall coordinate the location and time of all Installation services with State designated personnel.
- d. The Contractor shall provide an approximate time period for the completion of Installation to be approved by the State.
- e. State designated personnel shall conduct inspections to ensure the quality of Installation and products being supplied by the Contractor and used in the Installation process. After completion of Installation services, State designated personnel shall provide a signature approval verifying the work as being accepted and completed.
- f. The Contractor shall perform all scheduled work between 0800 and 1630, Monday through Friday, excluding holidays; the time zone (Central or Eastern Time zones) for the scheduled work shall be reflective of the location of the services.
- g. State designated personnel shall provide instructions to the Contractor to identify which configuration and equipment (gutter, magnet, light bars) shall be utilized for each vehicle type.
- h. The Contractor shall have established Installation services at a location approved by State-designated personnel in at least the following cities:
  - (1) Knoxville, Tennessee,
  - (2) Nashville, Tennessee,
  - (3) Chattanooga, Tennessee, and
  - (4) Memphis, Tennessee



- i. Equipment shall be installed in a manner that meets the functional needs of the State, as well as, meets standards that will uphold the manufacturer's warranty.
- j. The State reserves the right to perform any and all Installations itself. The State shall do so at its own discretion.
- k. The Contractor shall not outsource Installation without the prior written permission of the State.

A.7. Training.

- a. The Contractor shall provide training materials on the use of the System to include a training presentation that may be utilized for distribution to State staff.
- b. The Contractor shall also provide ongoing on-site training for the State as requested by the State and agreed upon by the Parties especially with any significant updates or upgrade changes to the functionality of the System.
- c. The Contractor shall be responsible for delivering multiple levels of on-site training or Remote web- based training. Each training level will be tailored to a specific audience, specific job duties, and cover each component of the overall System. Scheduling of the training shall be done in consultation with the State. Requested training materials (user guides, job aids, presentations, and other such material) shall be made available to the State at least fifteen (15) calendar days prior to any training session.
- d. At each level of training (see Section A.9.f.), the Contractor shall:
  - (1) Provide sufficient training on the full use of hardware, peripherals, and the Software;
  - (2) Provide, to each trainee, a hardcopy and soft copy user guide, or job aid, which contains information, step-by-step procedures, and instructions specific to each component of the overall solution. Each user guide, or job aid, shall also include a complete list of possible error messages, together with instructions for locating and correcting each error and step-by-step instructions for solving common problems;
  - (3) Grant the State the ability to reproduce and internally distribute unlimited additional copies of all documentation and training materials at no additional cost,
  - (4) Update or revise user guides and job aids when needed, especially when a System upgrade impacts (changes) how a process is performed, and
  - (5) Permit the State to make audio and video recordings of any training sessions for later use at no additional cost to the State.
- e. Specific to System Administrator and Account Administrator training, the Contractor shall meet the following requirements for technical manuals:
  - (1) The Contractor shall create, maintain, and provide the State complete technical manuals. The manuals shall describe the overall aspects of the System configuration, operating instructions, and problem diagnosis of all separate components or features of the System. The manual shall include a wiring schematic for each piece of hardware that will be wired into the power source. Corresponding technical specifications, such as equipment diagrams and specifications, and machine components shall also be noted in the manual.

- (2) The Contractor shall maintain comprehensive as-built documentation on all the Software aspects of the System, and its components, and shall provide the State with electronic copies of said documentation as revisions and/or changes are made. Documentation will include System architecture diagrams,
  - (3) The Contractor shall provide at least five (5) full hardcopy sets of technical manuals and documentation materials to the State. The technical manuals and documentation materials must also be provided to the State in electronic format,
  - (4) The Contractor shall keep the technical manuals current, and update and inform the State whenever any change is made to any component of the System. The Contractor shall provide a copy of the updated changes to the State and shall make each revision available to the State a minimum of five (5) days prior to release. Each revision to the technical manuals shall be recorded and organized in a fashion that easily allows the reader to understand the technical specifications, System architecture, the Software versions, file and database layouts, process procedures, and other relevant information at any point in the history of the System and each of its components;
  - (5) The Contractor shall not remove or redact any part of the technical manuals except to remove errors. Whenever an update is made to reflect a change, the obsolete information shall remain intact, accessible by necessary personnel, and be clearly marked that the information is updated, the period of time the information reflected the actual System design, and a reference to where the updated information is located, and
  - (6) The Contractor shall grant the State the ability to reproduce and internally distribute unlimited additional copies of all technical manuals at no additional cost to the State.
- f. Training levels shall include but not be limited to:
- (1) System Administrator. This training shall provide a comprehensive overview of each component of the System so that the State's technical staff will have the knowledge necessary to operate and troubleshoot any of the components in the event of an emergency,
  - (2) Account Administrator. This training shall cover functions associated with administering user accounts. Account administration should include functions such as adding users, modifying account privileges, resetting account passwords, suspending account access, and deleting accounts,
  - (3) Train the Trainer. This training shall provide designated State staff enough knowledge on the use of each component of the System so that they can train end users,
  - (4) End-User Training. This training shall cover all functions associated with proper operation and use of each component of the System. The training shall provide hands-on experience with all equipment and the Software in such a way to ensure that all users will become familiar with the System and how to use it, and
  - (5) Ongoing Training. In the event an upgrade impacts any component of the System, the Contractor shall provide training at the level impacted by the change. For example, if the upgrade made a change to System administration, the Contractor shall provide additional System Administrator level training.

A.8. Project Management.

- a. The Contractor shall develop a comprehensive project management plan, based on the principals set forth by the PMI and using the TBSM to manage the project. The Comprehensive Project Management Plan shall be used by the State and the Contractor to achieve the following:
  - (1) Organize, prioritize, coordinate, integrate, and monitor project activities in order to deliver the required products (deliverables) within scope, quality, time, and cost constraints,
  - (2) Effectively communicate in order to keep project staff, stakeholders, and executive sponsor management apprised of the status of project activities,
  - (3) Implement and maintain quality assurance processes to ensure project products (deliverables) fulfill requirements and standards, and
  - (4) Manage and control risks to the project that may impact the project's success.
- b. The Contractor shall be responsible for performing all project management activities, including those of any subcontractors, and should direct all required reports and project updates to the designated State staff. Further, the Contractor shall be responsible for providing status reports and responding to requests.
- c. The Contractor shall submit, within thirty (30) calendar days of the Effective Date, for the State's approval the following documentation:
  - (1) A draft of the Comprehensive Project Management Plan that includes, at a minimum, the following:
    - i. Project schedule,
    - ii. Milestones and critical management checkpoints/reviews,
    - iii. Assumptions/understandings,
    - iv. Risks and constraints,
    - v. Process for tracking issues/action items,
    - vi. Final acceptance processes and criteria, and
    - vii. Stakeholder sign- offs
  - (2) In addition to the draft of the comprehensive project management plan, the Contractor shall also submit documentation that includes but is not limited to the following:
    - i. Configuration management based on the principles set forth by the PMI and using TBSM,
    - ii. Security plan, as set forth in Section E.9.
    - iii. System performance management,
    - iv. Business Continuity Requirement, as set forth in Section E.9, and
    - v. Data migration plan.

- d. The Contractor shall submit a final detailed comprehensive project management plan within ten (10) business days after all State business requirements have been documented and agreed upon in writing by the State. The Contractor shall ensure that adequate staffing for all activities shall be maintained, prior to, and throughout the implementation period of any project.

A.9. Support Services and System Maintenance.

- a. All Contractor provided maintenance and support shall be located in the United States.
- b. The Contractor shall provide toll-free telephone support service during normal weekday business hours of 8:00 a.m. to 5:00 p.m. Central Time, excluding holidays.
- c. Hardware Support:
  - (1) The Contractor shall provide a maximum fifteen (15) business day turn-around on repairs from the date of receipt of the item to be repaired.
  - (2) The Contractor shall ensure that repairs are completed within specifications with original equipment manufacturer ("OEM") parts.
  - (3) Hardware maintenance shall include free repair/replacement of equipment. The State shall be responsible for product removal and shipment to Contractor.
  - (4) Shipping:
    - i. The State, shall remove any component of the System requiring maintenance and ship to the Contractor for repair/replacement. All shipping costs will be at Contractor's expense,
    - ii. The Contractor shall repair components of the System to factory standards and, at its own expense, ship the components back to the State within fifteen (15) business days, and
    - iii. All "parts only" repairs shall be shipped within the time frame as quoted for repairs not to exceed fifteen (15) business days from the Contractor's receipt of the parts only order.
- d. Delivery of System Support Services. Support services, with regard to the System, will be delivered according to the following tier structure:

Severity Level	Response
<p><b>Urgent:</b> A problem that severely impacts the State's use of the System, such as, loss of data or is unable to function. The situation halts State's business operations and no procedural workarounds exist.</p>	<p>The State will receive immediate acknowledgement following report of the issue, and an initial response from Contractor's support staff within thirty (30) minutes of submitting a request for support. Contractor's support staff will provide a fix or procedural workaround within two (2) hours of receipt of notice of the issue from the State.</p>
<p><b>High:</b> A problem where the System, is functioning, but the use is severely reduced. The situation is causing a high impact to portions of the State's business operations and no procedural workarounds exist.</p>	<p>The State will receive immediate acknowledgement following report of the issue, and an initial response from Contractor's support staff within thirty (30) minutes of submitting a request for support. Contractor's support staff will</p>

	provide a fix or procedural workaround within four (4) hours.
<b>Medium:</b> A problem that involves partial, non-critical loss of use of the System. The situation is causing a medium-to-low impact on the State's business operations, but users can continue to function, including by using a procedural workaround.	Upon submitting a request for support, the State will receive immediate acknowledgement of the request for support. A member of the Contractor's support staff will respond to the State within two (2) business days with a resolution (fix) or with a plan of resolution that shows resolution (fix) will occur within five (5) business days.
<b>Low:</b> A general usage question, reporting of a documentation error, or recommendation for a future product enhancement or modification. The situation is causing low-to-no impact on the State's business operations or the performance or functionality of the System.	The State will be contacted by the Contractor's support staff within two (2) business days with a response to the support question; or receive notification that the comment or recommendation for feature enhancement has been logged.

- (1) The response times listed above that require direct action by the Contractor's support staff shall apply during normal State business hours. For issues reported outside normal State business hours, response times — except for Urgent and High security level events — begin at the start of the next business day. In the event of widespread outages impacting the Contractor's support staff, the State will receive notification of an alternate site where status information will be posted until normal service resumes.
- (2) The System shall be available 99.99% of the time calculated on a twenty-four (24) hours a day, seven (7) days a week basis. In the event this service availability target is not met, Contractor shall give the State a pro-rated service credit.

e. System Maintenance and Upgrades. The Contractor shall:

- (1) Make all necessary adjustments and repairs, according to severity levels, at no additional cost to the State, to keep the System operating without abnormal interruptions and to correct latent deficiencies with respect to the System specifications,
- (2) The Contractor shall assign priority support resources to correct any reproducible errors or malfunctions which prevent the System from operating in substantial conformance with State requirements,
- (3) On a timely basis, the Contractor shall also provide:
  - i. Such updates as are distributed without charge to other licensees which reflect modifications and incremental improvements made to the System by the Contractor,
  - ii. An opportunity to obtain enhancements to the System for which charges are imposed on the same terms, as such enhancements are generally made available to other Contractor customers,
  - iii. Provide complete documentation of all System enhancements or revisions. Documentation must describe, in a manner understandable to

the average user, what the user needs to know to understand each level on which the System operates,

- iv. Upon notification by the State of a reported error or malfunction caused by either: 1) a problem related to hardware; 2) a problem related to the operating System or other applicable software; or 3) misuse or modification of the licensed hardware or software, then the Contractor's responsibility shall be limited to the correction of the portion, if any, of the problem caused by the licensed hardware or software.
- f. Contractor shall provide to the State, at no additional cost, all Software upgrades, modifications, bug fixes, or other improvements in its Software that it makes generally available to its customers.

A.10. Audit Trails

- a. The Contractor shall ensure that any System provided and/or developed under the terms of this Contract which shall collect and/or house information that is to be protected shall provide for a System-generated and System-maintained audit trail, which identifies, at a minimum, the following:
  - (1) An embedded stamp of date and time of any transaction (add, change, delete, view) which initially records or updates any information in the record, file, and/or database,
  - (2) The user account of the person originating the transaction,
  - (3) The internet protocol (IP) address from where the transaction originated,
  - (4) Any data entered, if added type transaction,
  - (5) Any data changed, if changed type transaction, and
  - (6) Any data deleted if deleted type transaction.

A.11. Account Management. Service Organization: All respondents are required to have an adequate service organization with representation to all of Tennessee's geographical areas. In addition, the Contractor must supply an Account Manager to interact with the State. This person will become familiar with the contract, the State agencies, and be prepared to handle all service issues and billing inquiries promptly. The Account Manager will assign each State Agency a separate account number and ensure that each State Agency is invoiced in accordance with the rates set forth in Section C.3.b. of this Contract. Please indicate this person's name and telephone number in the Contractor contact administrator section (Section D.2.) of this solicitation. These Services shall be at no additional cost to the State.

A.12. Catalog Management

- a. The Contractor shall provide a completed Catalog of products necessary to support the installation of new and maintenance of existing ALPR equipment and the associated hardware and Software. (Contract Attachment B (Catalog))
- b. The Catalog may be updated, as required, and approved by the State, to remain technologically current.

A.15 Statewide Contract Reports.

All reports shall be submitted electronically in Microsoft Excel format. Reports shall include the ability to sort or summarize data in accordance with the Contract Administrator's specifications. All reports shall be provided at no additional cost to the State.

- a. Quarterly Reports: Contractor(s) will submit quarterly reports to the Contract Administrator no later than ten (10) days after the end of the State's quarter (e.g. a fiscal year quarter 2 report for October - December is due no later than January 10th). At the Contract Administrator's sole discretion, the State may extend the time allowed to complete quarterly reports. Quarterly reports shall provide statistical data on all purchases under this Contract by State Agencies, including State Agencies of the judicial or legislative branch, local governmental entities in the State of Tennessee, including but not limited to educational institutions, local governmental authorities, quasi-governmental bodies ("Other Governmental Bodies"), and certain not-for-profit entities under Tenn. Code Ann. § 33-2-1001. At minimum, the quarterly report's statistical data shall be detailed and broken down by line item to include:

- (1) Edison contract number
- (2) Contract line item number
- (3) Invoice date
- (4) Invoice number
- (5) Supplier part number
- (6) Item or bundle description
- (7) Quantity purchased
- (8) Unit of measure
- (9) Unit of measure description
- (10) Name of State Agency, Other Governmental Body or not-for-profit entity
- (11) Identity of purchaser: State entity or non-State entity
- (12) State Agency location
- (13) Unit/Contract price per line item
- (14) List price as listed in supplier's catalog if catalog item
- (15) Subtotals for each category above
- (16) Grand totals for each category above

- b. Diversity Business and Subcontractor Usage Reports: The Contractor shall submit monthly reports of returns, credits, savings, net purchases, and percent of net purchases by subcontractors, small business enterprises, and businesses owned by minorities, women, persons with disabilities, and Tennessee service-disabled veterans. Such reports shall be submitted 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>.

- c. Custom Reports: When requested by the State, the Contractor shall submit custom reports to the Contract Administrator within thirty (30) days of the request.

- A.16. 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.17. Inspection and Acceptance. The State shall have the right to inspect all goods or services provided by Contractor under this Contract. If, upon inspection, the State determines that the goods or services are Defective, the State shall notify Contractor, and Contractor shall re-deliver the goods or provide the services at no additional cost to the State. If after a period of thirty (30) days following delivery of goods or performance of services the State does not provide a notice of any Defects, the goods or services shall be deemed to have been accepted by the State.

**B. TERM OF CONTRACT:**

This Contract shall be effective on May 17, 2021 ("Effective Date") and extend for a period of sixty (60) months after the Effective Date ("Term"). The State shall have no obligation for goods or services provided by the Contractor prior to the Effective Date.

**C. PAYMENT TERMS AND CONDITIONS:**

- C.1 Estimated Liability. The total purchases of any goods or services under the Contract are not known. The State estimates the purchases during the Term shall be FIVE MILLION DOLLARS (\$5,000,000.00) ("Estimated 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.2.1. Price Changes. Prices listed in awarded published catalog, price lists or price schedule shall remain firm for one hundred eighty days (180) days ("Firm Price Period").

- a. Price Decreases. After the Firm Price Period, prices shall be equitably adjusted to reflect a decrease in Contractor's costs.
- b. Price Increases. After the Firm Price Period, Contractor may request price increases. The request shall: include copies of the new price lists or catalog that reflect a change in the Contractor's cost; not constitute an increase in profit; and apply to all of the Contractor's customers.
- c. Approval of Price Changes. The State may at its sole option: (1) grant the Contractor's request; (2) cancel the Contract and award it to the next apparent best evaluated Respondent; (3) cancel the Contract and reissue the solicitation; or (4) deny the Contractor's request. If approved, any price changes of less than seven percent (7%) will become effective upon the State's approval in writing. Price changes exceeding seven percent (7%) shall require a Contract amendment. The Contractor shall honor all purchase orders dated prior to the approved price change. Upon request from the State, the Contractor shall furnish the approved catalog, price schedule or price list, as applicable, to the State at no charge.

- C.2.2. Compensation Firm. Unless otherwise specified in Contract Section C.2.1, 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 rates for goods and services contained in Contract Attachment D, and the submitted Catalog Attachment B, and as authorized by the State in a total amount as set forth in Section C.1. The Contractor's compensation shall be contingent upon the satisfactory provision of goods or services as set forth in Section A. Line Items for this Contract are as follows:

Motorola Part Number	Unit of Measure	Net Price to State (\$)
Fixed ALPR: VSF-025-RHD_TN	EA	6500.00
Mobile ALPR: CDM-3-234-RHD_TN	EA	6750.00
Initial Software License Per Camera	EA	200.00
Annual Software Maintenance per Camera	EA	200.00

- 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:

State Agency Billing Address

- 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: State Agency & Division Name,
  - (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 time frame 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. At the State's option, it may make payments to Contractor by automated clearing house ("ACH") or the State Purchasing Card ("P-Card").

a. The Contractor shall complete, sign, and present to the State:

- (1) An "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
- (2) An "Authorization to Receive Payments by Purchasing Card Form" provided by the State. By doing so, the Contractor agrees that payments to the Contractor under this Contract may be made using the State P-Card and the Contractor will provide level III data reporting information.

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:

Amy Banks, Category Specialist  
Department of General Services,

Central Procurement Office  
3<sup>rd</sup> Floor WRS, Tennessee Tower  
312 Rosa L. Parks Avenue  
Nashville, Tennessee 37243-1102  
[Amy.Banks@tn.com](mailto:Amy.Banks@tn.com)  
Telephone #615-741-1215  
FAX #615-741-0684

The Contractor:

Chuck Jones, Account Manager  
Motorola Solutions, Inc.  
105 Westpark Drive, Suite 200, Brentwood, TN 37027  
[Chuck.jones@motorolasolutions.com](mailto:Chuck.jones@motorolasolutions.com)  
Telephone # 615-477-1058  
FAX # 615-676-3201

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, or if the Contractor materially violates any terms of this Contract ("Breach Condition"), the State shall provide written notice to Contractor specifying the Breach Condition. If within thirty (30) days of notice, the Contractor has not cured the Breach Condition, the State may 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 of this Contract by the Contractor 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 without limitation any exhibits, schedules, amendments or other attachments to the Contract) or otherwise shall under no circumstances exceed the Estimated 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 Estimated Liability amount detailed in Section C.1, and as may be amended, PROVIDED THAT in no event shall this Section limit the liability of the Contractor for; (i) intellectual property or any Contractor indemnity obligations for infringement for third-party intellectual property rights; (ii) any claims covered by any specific provision in the Contract providing for liquidated damages; or (iii) any claims for intentional torts, criminal acts, fraudulent conduct, or acts or omissions that result in personal injuries or death.

- D.19. Hold Harmless. The Contractor agrees to indemnify and hold harmless the State of Tennessee as well as its officers, agents, and employees from and against any and all claims, liabilities, losses, and causes of action which may arise, accrue, or result to any person, firm, corporation, or other entity which may be injured or damaged as a result of acts, omissions, or negligence on the part of the Contractor, its employees, or any person acting for or on its or their behalf relating to this Contract. The Contractor further agrees it shall be liable for the reasonable cost of attorneys' 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 of protected health information (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 as 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.
- e. The parties agree to identify any protected health information that the State anticipates sharing with Contractor processing on behalf of the State under the Privacy Rules.

- D.21. Tennessee Consolidated Retirement System. Subject to statutory exceptions contained in Tenn. Code Ann. §§ 8-36-801, *et seq.*, the law governing the Tennessee Consolidated Retirement System ("TCRS"), provides that if a retired member of TCRS, or of any superseded system administered by TCRS, or of any local retirement fund established under Tenn. Code Ann. §§ 8-35-101, *et seq.*, accepts State employment, the member's retirement allowance is suspended during the period of the employment. Accordingly and notwithstanding any provision of this Contract to the contrary, the Contractor agrees that if it is later determined that the true nature of the working relationship between the Contractor and the State under this Contract is that of "employee/employer" and not that of an independent contractor, the Contractor, if a retired member of TCRS, may be required to repay to TCRS the amount of retirement benefits the Contractor received from TCRS during the Term.

- D.22. Tennessee Department of Revenue Registration. The Contractor shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 – 608. Compliance with applicable registration requirements is a material requirement of this Contract.
- D.23. Debarment and Suspension. The Contractor certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:
- a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;
  - b. have not within a three (3) year period preceding this Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
  - c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and
  - d. have not within a three (3) year period preceding this Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

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

- D.24. Force Majeure. "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the Party except to the extent that the non-performing Party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing Party through the use of alternate sources, workaround plans or other means. A strike, lockout or labor dispute shall not excuse either Party from its obligations under this Contract. Except as set forth in this Section, any failure or delay by a Party in the performance of its obligations under this Contract arising from a Force Majeure Event is not a default under this Contract or grounds for termination. The non-performing Party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the Party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Contractor's representatives, suppliers, subcontractors, customers or business apart from this Contract is not a Force Majeure Event under this Contract. Contractor will promptly notify the State of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the State within five (5) days 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 five (5) days, 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 Attachment A (Attestation), Attachment B (Catalog), Attachment C (State's Current Environment of ALPR Equipment and Software), Attachment D (Evaluation Model), Attachment E (Commitment to Diversity Letter); Attachment F, Motorola's Enterprise Service Agreement, Attachment G, Motorola's Equipment Sale Addendum.
  - 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 if there is amended scope of work and with written agreement. 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); (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. Contractor agrees to include 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. Workers compensation policy must contain an endorsement for a waiver of subrogation in favor of the State. Any deductible must responsibility of Contractor. 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 the required coverage amounts is acceptable.

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 executed 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 upon execution of contract and again prior to renewal or replacement of coverage. Contractor shall provide the State evidence that all subcontractors maintain the required insurance per the scope of work determined by Contractor. The State may require Contractor to provide a valid COI prior to start of work and at policy renewal during term of work performance.

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 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)— insurance coverage requirements and policy limits shown in this Contract. No representation is made that the insurance requirements of the Contract are sufficient to cover the obligations of the Contractor arising under this Contract. The Contractor shall obtain and maintain, 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 of **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 of **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 of **one million dollars (\$1,000,000)** per occurrence or combined single limit.

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

- 1) The Contractor shall maintain technology professional liability (errors & omissions)/including cyber liability insurance appropriate to the Contractor's profession in an amount of **one million dollars (\$1,000,000)** per claim and **two million dollars (\$2,000,000)** annual aggregate, covering acts, claims, errors, omissions, negligence, infringement of intellectual property (excluding 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, 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 monitoring and expenses in the performance of services for the State or on behalf of the State in accordance with TCA § 47-18-2107.

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.

**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. State Ownership of Equipment. The State shall have ownership, right, title, and interest in all Equipment provided by Contractor under this Contract including full rights to use the goods and transfer title in the Equipment to any third parties. Deliveries shall be FOB destination.
- E.3. 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.4. 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 United States 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 with sufficient time to defend 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.

If a claim occurs, or in Contractor's opinion is likely to occur, Contractor may at its option and expense: (a) procure for Customer the right to continue using the Contractor's product; (b) replace or modify the Contractor's product so that it becomes non-infringing while providing functionally equivalent performance; or (c) accept the return of the Contractor's product and grant the State a pro-rata refund for the Contractor's product

Contractor will have no duty to defend or indemnify for any infringement claim that results from: (a) the combination of the Contractor's product with any software, apparatus or device not furnished by Contractor; (b) the use of ancillary equipment or software not furnished by Contractor and that is attached to or used in connection with the Contractor's product; (c) a modification of the Contractor's product by a party other than Contractor; (d) use of the Contractor's product that is inconsistent with the terms of this Contract; or (e) the failure by Customer to install an enhancement release to the Motorola Software that is intended to correct the claimed infringement.

- E.5. 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 in accordance with Attachment F, Enterprise Service Agreement and Attachment G,
- E.6. Software Support and Maintenance Warranty Contractor shall provide to the State all software upgrades, modifications, bug fixes, or other improvements in its software that it makes generally available to its customers.
- E.7. Extraneous Terms and Conditions. Contractor shall fill all orders submitted by the State under this Contract. No purchase order, invoice, or other documents associated with any sales, orders, or supply of any good or service under this Contract shall contain any terms or conditions other than as set forth in the Contract. Any such extraneous terms and conditions shall be void, invalid and unenforceable against the State. Any refusal by Contractor to supply any goods or services under this Contract conditioned upon the State submitting to any extraneous terms and conditions shall be a material breach of the Contract and constitute an act of bad faith by Contractor.
- E.8. RESERVED
- E.9. Contractor Hosted Services Confidential Data, Audit, and Other Requirements
- a. "Confidential State Data" is defined as data deemed confidential by State or Federal statute or regulation. The Contractor shall protect Confidential State Data as follows:
- (1) The Contractor shall ensure that all Confidential State Data is housed in the continental United States, inclusive of backup data.
  - (2) The Contractor shall encrypt Confidential State Data at rest and in transit using the current version of Federal Information Processing Standard ("FIPS") 140-2 validated encryption technologies.
  - (3) The Contractor and the Contractor's processing environment containing Confidential State Data shall either (1) be in accordance with at least one of the following security standards: (i) International Standards Organization ("ISO") 27001; (ii) Federal Risk and Authorization Management Program ("FedRAMP"); or (2) be subject to an annual engagement by a CPA firm in accordance with the standards of the American Institute of Certified Public Accountants ("AICPA") for a System and Organization Controls for service organizations ("SOC") Type II audit. The State shall approve the SOC audit control objectives. The Contractor shall provide proof of current ISO certification or FedRAMP authorization for the Contractor and Subcontractor(s), or provide the State with the Contractor's and Subcontractor's annual SOC Type II audit report within 30 days from when the CPA firm provides the audit report to the

Contractor or Subcontractor. The Contractor shall submit corrective action plans to the State for any issues included in the audit report within 30 days after the CPA firm provides the audit report to the Contractor or Subcontractor.

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

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

- (4) The Contractor must annually perform Penetration Tests and Vulnerability Assessments against its Processing Environment. "Processing Environment" shall mean the combination of software and hardware on which the Application runs. "Application" shall mean the computer code that supports and accomplishes the State's requirements as set forth in this Contract. "Penetration Tests" shall be in the form of attacks on the Contractor's computer system, with the purpose of discovering security weaknesses which have the potential to gain access to the Processing Environment's features and data. The "Vulnerability Assessment" shall be designed and executed to define, identify, and classify the security holes (vulnerabilities) in the Processing Environment. The Contractor shall allow the State, at its option, to perform Penetration Tests and Vulnerability Assessments on the Processing Environment.
- (5) Upon State request, the Contractor shall provide a copy of all Confidential State Data it holds. The Contractor shall provide such data on media and in a format determined by the State
- (6) Upon termination of this Contract and in consultation with the State, the Contractor shall destroy all Confidential State Data it holds (including any copies such as backups) in accordance with the current version of National Institute of Standards and Technology ("NIST") Special Publication 800-88. The Contractor shall provide a written confirmation of destruction to the State within ten (10) business days after destruction.

b. Minimum Requirements

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

c. Comptroller Audit Requirements

Upon reasonable notice and at any reasonable time, the Contractor and Subcontractor(s) agree to allow the State, the Comptroller of the Treasury, or their

duly appointed representatives to perform information technology control audits of the Contractor and all Subcontractors used by the Contractor.

Contractor will maintain and cause its Subcontractors to maintain a complete audit trail of all transactions and activities in connection with this Contract.

Contractor will provide to the State, the Comptroller of the Treasury, or their duly appointed representatives access to Contractor and Subcontractor(s) personnel for the purpose of performing the information technology control audit.

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

the application and help ensure that transactions are complete, accurate, valid, confidential, and available. The audit shall include the Contractor's and Subcontractor's compliance with the State's Enterprise Information Security Policies and all applicable requirements, laws, regulations or policies.

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

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

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

- d. **Business Continuity Requirements.** The Contractor shall maintain set(s) of documents, instructions, and procedures which enable the Contractor to respond to accidents, disasters, emergencies, or threats without any stoppage or hindrance in its key operations ("Business Continuity Requirements"). Business Continuity Requirements shall include:
- (1) "Disaster Recovery Capabilities" refer to the actions the Contractor takes to meet the Recovery Point and Recovery Time Objectives defined below. Disaster Recovery Capabilities shall meet the following objectives:
    - i. Recovery Point Objective ("RPO"). The RPO is defined as the maximum targeted period in which data might be lost from an IT service due to a major incident: 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: TWENTY-FOUR (24) HOURS
  - (2) The Contractor and the Subcontractor(s) shall perform at least one Disaster Recovery Test every three hundred sixty-five (365) days. A "Disaster Recovery Test" shall mean the process of verifying the success of the restoration procedures that are executed after a critical IT failure or disruption occurs. The Disaster Recovery Test shall use actual State Data Sets that mirror production data, and success shall be defined as the Contractor verifying that the Contractor can meet the State's RPO and RTO requirements. A "Data Set" is defined as a collection of related sets of information that is composed of separate elements but can be manipulated as a unit by a computer. The Contractor shall provide written confirmation to the State after each Disaster Recovery Test that its Disaster Recovery Capabilities meet the RPO and RTO

requirements.

- E.10. 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.11. Lobbying. The Contractor certifies, to the best of its knowledge and belief, that:
- a. No federally appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of an agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
  - b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with any contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
  - c. The Contractor shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into and is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352.

- E.12. 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 Request for Proposal 32100-20100 (Attachment 6.2 – Section B) 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.13. Unencumbered Personnel. The Contractor shall not restrict its employees, agents, subcontractors or principals who perform services for the State under this Contract from performing the same or similar services for the State after the termination of this Contract, either as a State employee, an independent contractor, or an employee, agent, subcontractor or principal of another contractor with the State.
- E.14. 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.15. Federal Funding Accountability and Transparency Act (FFATA). This Contract requires the Contractor to provide supplies or services that are funded in whole or in part by federal funds that are subject to FFATA. The Contractor is responsible for ensuring that all applicable requirements, including but not limited to those set forth herein, of FFATA are met and that the Contractor provides information to the State as required.

The Contractor shall comply with the following:

- a. Reporting of Total Compensation of the Contractor's Executives.
  - (1) The Contractor shall report the names and total compensation of each of its five most highly compensated executives for the Contractor's preceding completed fiscal year, if in the Contractor's preceding fiscal year it received:
    - i. 80 percent or more of the Contractor's annual gross revenues from federal procurement contracts and federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
    - ii. \$25,000,000 or more in annual gross revenues from federal procurement contracts (and subcontracts), and federal financial assistance subject to the Transparency Act (and subawards); and
    - iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Securities and Exchange Commission total compensation filings at <http://www.sec.gov/answers/excomp.htm>).

As defined in 2 C.F.R. § 170.315, "Executive" means officers, managing partners, or any other employees in management positions.



(2) Total compensation means the cash and noncash dollar value earned by the executive during the Contractor's preceding fiscal year and includes the following (for more information see 17 C.F.R. § 229.402(c)(2)):

- i. Salary and bonus.
- ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
- iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
- iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
- v. Above-market earnings on deferred compensation which is not tax qualified.
- vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

- b. The Contractor must report executive total compensation described above to the State by the end of the month during which this Contract is awarded.
- c. If this Contract is amended to extend the Term, the Contractor must submit an executive total compensation report to the State by the end of the month in which the term extension becomes effective.
- d. The Contractor will obtain a Data Universal Numbering System (DUNS) number and maintain its DUNS number for the term of this Contract. More information about obtaining a DUNS Number can be found at: <http://fedgov.dnb.com/webform/>

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


E.16. Statewide Contract. This Contract establishes a source or sources of supply for all Tennessee State Agencies. "Tennessee State Agency" refers to the various departments, institutions, boards, commissions, and agencies of the executive branch of government of the State of Tennessee with exceptions as addressed in Tenn. Comp. R. & Regs. 0690-03-01-.01. The Contractor shall provide all goods or services and deliverables as required by this Contract to all Tennessee State Agencies. The Contractor shall make this Contract available to the following entities, who are authorized to and who may purchase off of this Statewide Contract ("Authorized Users"):

- a. all Tennessee State governmental entities (this includes the legislative branch; judicial branch; and, commissions and boards of the State outside of the executive branch of government);
- b. Tennessee local governmental agencies;
- c. members of the University of Tennessee or Tennessee Board of Regents systems;
- d. any private nonprofit institution of higher education chartered in Tennessee; and,
- e. any corporation which is exempted from taxation under 26 U.S.C. Section 501(c) (3), as amended, and which contracts with the Department of Mental Health and Substance Abuse to provide services to the public (Tenn. Code Ann. § 33-2-1001).

These Authorized Users may utilize this Contract by purchasing directly from the Contractor according to their own procurement policies and procedures. The State is not responsible or liable for the transactions between the Contractor and Authorized Users.

**IN WITNESS WHEREOF,**

**MOTOROLA SOLUTIONS, INC.:**

  
\_\_\_\_\_  
**CONTRACTOR SIGNATURE** **5-5-2021**  
**DATE**

**Randy JOHNSON** **Territory Vice President**  
\_\_\_\_\_  
**PRINTED NAME AND TITLE OF CONTRACTOR SIGNATORY (above)**

**DEPARTMENT OF GENERAL SERVICES CENTRAL PROCUREMENT OFFICE:**

\_\_\_\_\_  
**NAME & TITLE** **5/5/2021**  
**DATE**

**ATTESTATION RE PERSONNEL USED IN CONTRACT PERFORMANCE**

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

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

CONTRACTOR SIGNATURE

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

RANDY JOHNSON      TERRITORY VICE PRESIDENT

PRINTED NAME AND TITLE OF SIGNATORY

5-5-2021

DATE OF ATTESTATION

**ATTACHMENT B**

**ALPR PRODUCT and SERVICES CATALOG**



RFP\_32110-32900\_A  
LPR Catalog\_Motorc

Catalog as Of March 23, 2021

Updates will be made as needed

The Contractor shall be compensated based upon the pricing set forth in the Catalog and C3.  
of the Contract

**STATE'S CURRENTLY DEPLOYED ALPR MOBILE CAMERA  
EQUIPMENT AND SOFTWARE**

**LPR Mobile Processor (SuperRex 3) Software:**

- VPRelay 2.7.1.125
- P6 Utility 7.0
- EWF (Enhanced Write Filter)

**LPR Mobile Processor (SuperRex 4) Software:**

- Unknown at this time

**LPR Mobile Processor Hardware:**

- SuperRex 3 Operating System (Windows XP Embedded Version 2002 Service Pack 3 – Majority of Fleet)
- SuperRex 3 Processor (Intel Core Duo CPU T7400 @ 2.16GHz)
- SuperRex 3 Ram (996 MHz, 0.99 GB of RAM)
- SuperRex 3 HDD
- SuperRex 4 Operating System (Windows 7 Embedded – 10+ Units?)
- SuperRex 4 Processor \*Unconfirmed\*
- SuperRex 4 Ram \*Unconfirmed\*
- SuperRex 4 SSD \*Unconfirmed\*
- Garmin GPS 16x, HVS Unit
- 4 Mobile ALPR Cameras per unit (Model: P634)

**End User Computer:**

- CF-31 Toughbook (Windows 7)
- CF-33 Toughbook (Windows 10)
- FZ-G1 Toughpad (Windows 7 and Windows 10)

**End User Client Software:**

- PAGIS 2.7.5.621

**“The Contractor’s Evaluation Model pricing”**



ALPR Evaluation  
Model Attachment C

**(Fill out only by selected Contractor)**

## SAMPLE LETTER OF DIVERSITY COMMITMENT

**(Company Letterhead/Logo)****(Address)****(Date)****(Salutation),**

**(Company Name)** is committed to achieving or surpassing a goal of **(numeral)** percent spend with certified diversity business enterprise firms on State of Tennessee contract # **(Edison document #)**. Diversity businesses are defined as those that are owned by minority, women, service-disabled veterans, businesses owned by persons with disabilities, and small businesses which are certified by the Governor's Office of Diversity Business Enterprise (Go-DBE).

We confirm our commitment of **(percentage)** participation on the **(Contract)** by using the following diversity businesses:

- (i) Name and ownership characteristics (i.e., ethnicity, gender, service-disabled veteran, or disability) of anticipated diversity subcontractors and suppliers:

\_\_\_\_\_

- (ii) Participation estimates (expressed as a percent of the total contract value to be dedicated to diversity subcontractors and suppliers):

\_\_\_\_\_ %.

- (iii) Description of anticipated services to be performed by diversity subcontractors and suppliers:

\_\_\_\_\_

\_\_\_\_\_

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

Further, we commit to:

1. Using applicable reporting tools that allow the State to track and report purchases from businesses owned by minority, women, service-disabled veterans, businesses owned by persons with disabilities, and small businesses.
2. Reporting monthly to the Go-DBE office the dollars spent with certified diversity businesses owned by minority, women, service-disabled veterans, businesses owned by persons with disabilities, and small business accomplished under contract # **(Edison number)**.

**(Company Name)** is committed to working with the Go-DBE office to accomplish this goal.

Regards,

**(Company authority – signature and title)**

**ATTACHMENT F**

**Motorola's Enterprise Service Agreement  
Incorporated herein.**



1-Motorola\_Enterpr  
ise\_Service\_Agreeme



**ATTACHMENT G**

**Motorola's Equipment Sale Addendum  
Incorporated herein.**



2-Equipment Sale  
Addendum 3.18 rk\_c