



**STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION**

**REQUEST FOR PROPOSALS
FOR
VIDEO ANALYTICS**

RFP # 40100-51056

RELEASE #2

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1. INTRODUCTION

The State of Tennessee, Department of Transportation, hereinafter referred to as “the State,” issues this Request for Proposals (RFP) to define minimum contract requirements; solicit responses; detail response requirements; and, outline the State’s process for evaluating responses and selecting a contractor to provide the needed goods or services.

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

1.1. Statement of Procurement Purpose

As the state of Tennessee continues to grow with an anticipated population growth of 1 million by 2040 and anticipated growth on freight traffic across the state is estimated at nearly 50% by 2050. Managing traffic by clearing traffic incidents quickly to minimize secondary crashes is critical to the safety and reliability of Tennessee’s transportation network. To that end, TDOT is investing in technologies that help speed up detection of traffic disruptions. Video Analytics is a tool that will help TDOT decrease traffic incident detection time and free up traffic management center operators to work more closely with emergency response partners on quickly clearing incidents and notifying upstream motorists of changing highway conditions.

The respondent shall provide the underlying system software, infrastructure, bandwidth, and cloud services for hosting, and deployment of a video analytics system for approximately 100 State users. The State prefers to have a Video Analytics System fully implemented within one hundred and twenty (120) days after contract signing. However, the State will work with the selected Contractor on a mutually agreed-upon implementation plan.

1.1.2. Background

TDOT currently has approximately six hundred and seventy (670) cameras statewide and anticipates an unknown amount of additional cameras in the future.

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

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

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

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

1.3. Nondiscrimination

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

1.4. RFP Communications

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

RFP # 40100-51056

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

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

JOSH POLK
CENTRAL PROCUREMENT OFFICE
312 ROSA L. PARKS AVE
NASHVILLE, TENNESSEE 37243
(615) 360-4460
JOSHUA.POLK@TN.GOV

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

- a. staff of the Governor's Office of Diversity Business Enterprise for assistance available to minority-owned, woman-owned, service-disabled veteran-owned, businesses owned by persons with disabilities, and small businesses as well as general, public information relating to this RFP (visit <https://www.tn.gov/generalservices/procurement/central-procurement-office--cpo-/governor-s-office-of-diversity-business-enterprise--godbe--/godbe-general-contacts.html> for contact information); and
- b. the following individual designated by the State to coordinate compliance with the nondiscrimination requirements of the State of Tennessee, Title VI of the Civil Rights Act of 1964, the Americans with Disabilities Act of 1990, and associated federal regulations:

HELEN CROWLEY
CENTRAL PROCUREMENT OFFICE
312 ROSA L. PARKS AVE
NASHVILLE, TENNESSEE 37243
(615) 741-3836
HELEN.CROWLEY@TN.GOV

- 1.4.3. Only the State's official, written responses and communications with Respondents are binding with regard to this RFP. Oral communications between a State official and one or more Respondents are unofficial and non-binding.
- 1.4.4. Potential Respondents must ensure that the State receives all written questions and comments, including questions and requests for clarification, no later than the Written Questions & Comments Deadline detailed in the RFP Section 2, Schedule of Events.
- 1.4.5. Respondents must assume the risk of the method of dispatching any communication or response to the State. The State assumes no responsibility for delays or delivery failures resulting from the

Respondent's method of dispatch. Actual or digital "postmarking" of a communication or response to the State by a specified deadline is not a substitute for the State's actual receipt of a communication or response. It is encouraged for Respondents to submit bids digitally.

- 1.4.6. The State will convey all official responses and communications related to this RFP to the prospective Respondents from whom the State has received a Notice of Intent to Respond (refer to RFP Section 1.8).
- 1.4.7. The State reserves the right to determine, at its sole discretion, the method of conveying official, written responses and communications related to this RFP. Such written communications may be transmitted by mail, hand-delivery, facsimile, electronic mail, Internet posting, or any other means deemed reasonable by the State. For internet posting, please refer to the following website: <https://www.tn.gov/generalservices/procurement/central-procurement-office--cpo-/supplier-information/request-for-proposals--rfp--opportunities1.html>.
- 1.4.8. The State reserves the right to determine, at its sole discretion, the appropriateness and adequacy of responses to written comments, questions, and requests related to this RFP. The State's official, written responses will constitute an amendment of this RFP.
- 1.4.9. Any data or factual information provided by the State (in this RFP, an RFP amendment or any other communication relating to this RFP) is for informational purposes only. The State will make reasonable efforts to ensure the accuracy of such data or information, however, it is the Respondent's obligation to independently verify any data or information provided by the State. The State expressly disclaims the accuracy or adequacy of any information or data that it provides to prospective Respondents.

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

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

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

- 1.6.1. Each prospective Respondent must carefully review this RFP, including but not limited to, attachments, the RFP Attachment 6.6., *Pro Forma* Contract, and any amendments, for questions, comments, defects, objections, or any other matter requiring clarification or correction (collectively called "questions and comments").
- 1.6.2. Any prospective Respondent having questions and comments concerning this RFP must provide them in writing to the State no later than the Written Questions & Comments Deadline detailed in the RFP Section 2, Schedule of Events.
- 1.6.3. Protests based on any objection to the RFP shall be considered waived and invalid if the objection has not been brought to the attention of the State, in writing, by the Written Questions & Comments Deadline.

1.7. **Pre-Response Conference**

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

The conference will be held at:

Microsoft Teams meeting

Join on your computer, mobile app or room device

[Click here to join the meeting](#)

Meeting ID: 231 176 890 796

Passcode: kK84iX

[Download Teams](#) | [Join on the web](#)

Join with a video conferencing device

stateoftn@m.webex.com

Video Conference ID: 116 858 002 6

[Alternate VTC instructions](#)

Or call in (audio only)

[+1 629-209-4396,,863925151#](tel:+16292094396863925151#) United States, Nashville

Phone Conference ID: 863 925 151#

[Find a local number](#) | [Reset PIN](#)

[Learn More](#) | [Meeting options](#)

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

1.8. Notice of Intent to Respond

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

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

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

1.9. Response Deadline

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

2. RFP SCHEDULE OF EVENTS

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

EVENT	TIME (central time zone)	DATE
1. RFP Issued		March 15, 2024
2. Disability Accommodation Request Deadline	2:00 p.m.	March 20, 2024
3. Pre-response Conference	10:00 a.m.	March 22, 2024
4. Notice of Intent to Respond Deadline	2:00 p.m.	March 25, 2024
5. Written "Questions & Comments" Deadline	2:00 p.m.	April 12, 2024
6. State Response to Written "Questions & Comments"		May 24, 2024
7. Response Deadline	2:00 p.m.	June 18, 2024
8. State Completion of Technical Response Evaluations		June 28, 2024
9. State Schedules Respondent Oral Presentation(s)		July 1, 2024
10. Respondent Oral Presentation(s)		July 8 - 9, 2024
11. State Opening & Scoring of Cost Proposals	2:00 p.m.	July 11, 2024
12. Cost Negotiations (Optional)		July 12 – 15, 2024
13. State Notice of Intent to Award Released <u>and</u> RFP Files Opened for Public Inspection	2:00 p.m.	July 17, 2024
14. End of Open File Period		July 24, 2024
15. State sends contract to Contractor for signature		July 25, 2024
16. Contractor Signature Deadline	2:00 p.m.	July 31, 2024

2.2. **The State reserves the right, at its sole discretion, to adjust the RFP Schedule of Events as it deems necessary.** Any adjustment of the Schedule of Events shall constitute an RFP amendment, and the State will communicate such to prospective Respondents from whom the State has received a Notice of Intent to Respond (refer to section 1.8).

3. RESPONSE REQUIREMENTS

3.1. Response Form

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

- 3.1.1. **Technical Response.** RFP Attachment 6.2., Technical Response & Evaluation Guide provides the specific requirements for submitting a response. This guide includes mandatory requirement items, general qualifications and experience items, and technical qualifications, experience, and approach items all of which must be addressed with a written response and, in some instances, additional documentation.

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

- 3.1.1.1. A Respondent should duplicate and use the RFP Attachment 6.2., Technical Response & Evaluation Guide to organize, reference, and draft the Technical Response by duplicating the attachment, adding appropriate page numbers as required, and using the guide as a table of contents covering the Technical Response.
- 3.1.1.2. A response should be economically prepared, with emphasis on completeness and clarity. A response, as well as any reference material presented, must be written in English and must be written on standard 8 ½" x 11" pages (although oversize exhibits are permissible) and use a 12 point font for text. All response pages must be numbered.
- 3.1.1.3. All information and documentation included in a Technical Response should correspond to or address a specific requirement detailed in the RFP Attachment 6.2., Technical Response & Evaluation Guide. All information must be incorporated into a response to a specific requirement and clearly referenced. Any information not meeting these criteria will be deemed extraneous and will not contribute to evaluations.
- 3.1.1.4. The State may determine a response to be non-responsive and reject it if:
- a. the Respondent fails to organize and properly reference the Technical Response as required by this RFP and the RFP Attachment 6.2., Technical Response & Evaluation Guide; or
 - b. the Technical Response document does not appropriately respond to, address, or meet all of the requirements and response items detailed in the RFP Attachment 6.2., Technical Response & Evaluation Guide.
- 3.1.2. **Cost Proposal.** A Cost Proposal must be recorded on an exact duplicate of the RFP Attachment 6.3., Cost Proposal & Scoring Guide.

NOTICE: If a Respondent fails to submit a cost proposal exactly as required, the State may deem the response to be non-responsive and reject it.

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

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

3.2. Response Delivery

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

“RFP # 40100-51056 TECHNICAL RESPONSE ORIGINAL”

and five (5) digital copies of the Technical Response each in the form of five (5) digital document in “PDF” format properly recorded on its own otherwise blank, standard CD-R recordable disc or USB flash drive labeled:

“RFP # 40100-51056 TECHNICAL RESPONSE COPY”

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

“RFP # 40100-51056 COST PROPOSAL ORIGINAL”

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

“RFP # 40100-51056 COST PROPOSAL COPY”

In the event of a discrepancy between the original Cost Proposal document and the digital copy, the original, signed document will take precedence.
- 3.2.3. A Respondent must separate, seal, package, and label the documents and copies for delivery as follows:
 - 3.2.3.1. The Technical Response original document and digital copies must be placed in a sealed package that is clearly labeled:

“DO NOT OPEN... RFP # 40100-51056 TECHNICAL RESPONSE FROM [RESPONDENT LEGAL ENTITY NAME]”
 - 3.2.3.2. The Cost Proposal original document and digital copy must be placed in a separate, sealed package that is clearly labeled:

“DO NOT OPEN... RFP # 40100-51056 COST PROPOSAL FROM [RESPONDENT LEGAL ENTITY NAME]”

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

“RFP # 40100-51056 SEALED TECHNICAL RESPONSE & SEALED COST PROPOSAL FROM [RESPONDENT LEGAL ENTITY NAME]”

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

JOSH POLK
CENTRAL PROCUREMENT OFFICE
312 ROSA L. PARKS AVE
NASHVILLE, TENNESSEE 37243
(615) 360-4460
JOSHUA.POLK@TN.GOV

3.3. Response & Respondent Prohibitions

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

does not, however, prohibit different Respondents from offering the same subcontractor as a part of their responses (provided that the subcontractor does not also submit a response as a prime contractor).

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

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

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

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

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

3.4. **Response Errors & Revisions**

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

3.5. **Response Withdrawal**

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

3.6. **Additional Services**

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

NOTICE: If a Respondent fails to submit a Cost Proposal exactly as required, the State may deem the response non-responsive and reject it.

3.7. **Response Preparation Costs**

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

4. GENERAL CONTRACTING INFORMATION & REQUIREMENTS

4.1. RFP Amendment

The State at its sole discretion may amend this RFP, in writing, at any time prior to contract award. However, prior to any such amendment, the State will consider whether it would negatively impact the ability of potential Respondents to meet the response deadline and revise the RFP Schedule of Events if deemed appropriate. If an RFP amendment is issued, the State will convey it to potential Respondents who submitted a Notice of Intent to Respond (refer to RFP Section 1.8). A response must address the final RFP (including its attachments) as amended.

4.2. RFP Cancellation

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

4.3. State Right of Rejection

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

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

4.4. Assignment & Subcontracting

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

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

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

4.4.4. After contract award, a Contractor may only substitute an approved subcontractor at the discretion of the State and with the State's prior, written approval.

4.4.5. Notwithstanding any State approval relating to subcontracts, the Respondent who is awarded a contract pursuant to this RFP will be the prime contractor and will be responsible for all work under the Contract.

4.5. Right to Refuse Personnel or Subcontractors

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

4.6. Insurance

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

4.7. Professional Licensure and Department of Revenue Registration

- 4.7.1. All persons, agencies, firms, or other entities that provide legal or financial opinions, which a Respondent provides for consideration and evaluation by the State as a part of a response to this RFP, shall be properly licensed to render such opinions.
- 4.7.2. Before the Contract resulting from this RFP is signed, the apparent successful Respondent (and Respondent employees and subcontractors, as applicable) must hold all necessary or appropriate business or professional licenses to provide the goods or services as required by the contract. The State may require any Respondent to submit evidence of proper licensure.
- 4.7.3. Before the Contract resulting from this RFP is signed, the apparent successful Respondent must be registered with the Tennessee Department of Revenue for the collection of Tennessee sales and use tax. The State shall not award a contract unless the Respondent provides proof of such registration or provides documentation from the Department of Revenue that the Contractor is exempt from this registration requirement. The foregoing is a mandatory requirement of an award of a contract pursuant to this solicitation. To register, please visit the Department of Revenue's Tennessee Taxpayer Access Point (TNTAP) website for Online Registration and the Vendor Contract Questionnaire. These resources are available at the following:
<https://tntap.tn.gov/eservices/#1>

4.8. Disclosure of Response Contents

- 4.8.1. All materials submitted to the State in response to this RFP shall become the property of the State of Tennessee. Respondents are cautioned not to provide any materials in response to this RFP that are trade secrets, as defined under Tenn. Code Ann. § 47-25-1702 and any other applicable law. By submitting a response to this RFP, the respondent acknowledges and agrees that the State shall have no liability whatsoever for disclosure of a trade secret under the Uniform Trade Secrets Act, as provided at Tenn. Code Ann. § 47-25-1701-1709, or under any other applicable law. Selection or rejection of a response does not affect this right. By submitting a response, a Respondent acknowledges and accepts that the full response contents and associated documents will become open to public inspection in accordance with the laws of the State of Tennessee.
- 4.8.2. The State will hold all response information, including both technical and cost information, in confidence during the evaluation process.
- 4.8.3. Upon completion of response evaluations, indicated by public release of a Notice of Intent to Award, the responses and associated materials will be open for review by the public in accordance with Tenn. Code Ann. § 10-7-504(a)(7).

4.9. Contract Approval and Contract Payments

- 4.9.1. After contract award, the Contractor who is awarded the contract must submit appropriate documentation with the Department of Finance and Administration, Division of Accounts.
- 4.9.2. This RFP and its contractor selection processes do not obligate the State and do not create rights, interests, or claims of entitlement in either the Respondent with the apparent best-evaluated response or any other Respondent. State obligations pursuant to a contract award

shall commence only after the Contract is signed by the State agency head and the Contractor and after the Contract is approved by all other state officials as required by applicable laws and regulations.

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

4.9.3.1. The State shall not be liable for payment of any type associated with the Contract resulting from this RFP (or any amendment thereof) or responsible for any goods delivered or services rendered by the Contractor, even goods delivered or services rendered in good faith and even if the Contractor is orally directed to proceed with the delivery of goods or the rendering of services, if it occurs before the Contract Effective Date or after the Contract Term.

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

4.9.3.3. If any provision of the Contract provides direct funding or reimbursement for the competitive purchase of goods or services as a component of contract performance or otherwise provides for the reimbursement of specified, actual costs, the State will employ all reasonable means and will require all such documentation that it deems necessary to ensure that such purchases were competitive and costs were reasonable, necessary, and actual. The Contractor shall provide reasonable assistance and access related to such review. Further, the State shall not remit, as funding or reimbursement pursuant to such provisions, any amounts that it determines do not represent reasonable, necessary, and actual costs.

4.10. **Contractor Performance**

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

4.11. **Contract Amendment**

After Contract award, the State may request the Contractor to deliver additional goods or perform additional services within the general scope of the Contract and this RFP, but beyond the specified Scope, and for which the Contractor may be compensated. In such instances, the State will provide the Contractor a written description of the additional goods or services. The Contractor must respond to the State with a time schedule for delivering the additional goods or accomplishing the additional services based on the compensable units included in the Contractor's response to this RFP. If the State and the Contractor reach an agreement regarding the goods or services and associated compensation, such agreement must be effected by means of a contract amendment. Further, any such amendment requiring additional goods or services must be signed by both the State agency head and the Contractor and must be approved by other state officials as required by applicable statutes, rules, policies and procedures of the State of Tennessee. The Contractor must not provide additional goods or render additional services until the State has issued a written contract amendment with all required approvals. Notwithstanding the above, *pro forma* Contract section A.12 and C.3.c. provides for limited service "change orders" without a formal Contract Amendment upon the documented mutual agreement by the Parties.

4.12. **Severability**

If any provision of this RFP is declared by a court to be illegal or in conflict with any law, said decision will not affect the validity of the remaining RFP terms and provisions, and the rights and obligations of the

State and Respondents will be construed and enforced as if the RFP did not contain the particular provision held to be invalid.

4.13. **Next Ranked Respondent**

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

5. EVALUATION & CONTRACT AWARD

5.1. Evaluation Categories & Maximum Points

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

EVALUATION CATEGORY	MAXIMUM POINTS POSSIBLE
General Qualifications & Experience (refer to RFP Attachment 6.2., Section B)	15
Technical Qualifications, Experience & Approach (refer to RFP Attachment 6.2., Section C)	35
Oral Presentation (may include software demonstration) (refer to RFP Attachment 6.2., Section D)	20
Cost Proposal (refer to RFP Attachment 6.3.)	30

5.2. Evaluation Process

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

5.2.1. **Technical Response Evaluation.** The Solicitation Coordinator and the Proposal Evaluation Team (consisting of three (3) or more State employees) will use the RFP Attachment 6.2., Technical Response & Evaluation Guide to manage the Technical Response Evaluation and maintain evaluation records.

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

5.2.1.2. The Solicitation Coordinator will review each Technical Response to determine compliance with RFP Attachment 6.2., Technical Response & Evaluation Guide, Section A—Mandatory Requirements. If the Solicitation Coordinator determines that a response failed to meet one or more of the mandatory requirements, the Solicitation Coordinator will review the response and determine whether:

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

- 5.2.1.3. Proposal Evaluation Team members will independently evaluate each Technical Response (that is responsive to the RFP) against the evaluation criteria in this RFP, and will score each in accordance with the RFP Attachment 6.2., Technical Response & Evaluation Guide.
 - 5.2.1.4. For each response evaluated, the Solicitation Coordinator will calculate the average of the Proposal Evaluation Team member scores for RFP Attachment 6.2., Technical Response & Evaluation Guide, and record each average as the response score for the respective Technical Response section.
 - 5.2.1.5. Before Cost Proposals are opened, the Proposal Evaluation Team will review the Technical Response Evaluation record and any other available information pertinent to whether or not each Respondent is responsive and responsible. If the Proposal Evaluation Team identifies any Respondent that does not meet the responsive and responsible thresholds such that the team would not recommend the Respondent for Cost Proposal Evaluation and potential contract award, the team members will fully document the determination.
- 5.2.2. **Oral Presentation.** The Solicitation Coordinator will invite the top five (5) ranked Respondents to make an Oral Presentation. The ranking will be determined after the Technical Response score is totaled and ranked (e.g., 1 – the best evaluated ranking, etc.).
- 5.2.2.1. The Oral Presentations are mandatory. The Solicitation Coordinator will schedule Respondent Presentations during the period indicated by the RFP Section 2, Schedule of Events. The Solicitation Coordinator will make every effort to accommodate each Respondent's schedules. When the Respondent Presentation schedule has been determined, the Solicitation Coordinator will contact Respondents with the relevant information as indicated by RFP Section 2, Schedule of Events.
 - 5.2.2.2. Respondent Presentations are only open to the invited Respondent, Proposal Evaluation Team members, the Solicitation Coordinator, and any technical consultants who are selected by the State to provide assistance to the Proposal Evaluation Team.
 - 5.2.2.3. Oral Presentations provide an opportunity for Respondents to explain and clarify their responses and for the State to test to better understand the practical application of the good or service as applicable. Respondents must not materially alter their responses and Presentations will be limited to addressing the items detailed in RFP Attachment 6.2., Technical Response & Evaluation Guide. Respondent pricing shall not be discussed or provided during Oral Presentations.
 - 5.2.2.4. The State will maintain an accurate record of each Respondent's Oral Presentation. The record of the Respondent's Oral Presentation shall be available for review when the State opens the procurement files for public inspection.
 - 5.2.2.5. Oral Presentations provide an opportunity for Respondents to explain and clarify their responses and for the State to test to better understand the practical application of the good or service as applicable. Respondents must not materially alter their responses and Presentations will be limited to addressing the items detailed in RFP Attachment 6.2., Technical Response & Evaluation Guide. Respondent pricing shall not be discussed during Oral Presentations. Evaluators may adjust Respondents' Technical Response scores based on Oral Presentations.
 - 5.2.2.6. The State will maintain an accurate record of each Respondent's Oral Presentations session. The record of the Respondent's Oral Presentations shall be available for review when the State opens the procurement files for public inspection.

- 5.2.3. **Cost Proposal Evaluation.** The Solicitation Coordinator will open for evaluation the Cost Proposal of each Respondent deemed by the State to be responsive and responsible and calculate and record each Cost Proposal score in accordance with the RFP Attachment 6.3., Cost Proposal & Scoring Guide.
- 5.2.4. **Clarifications and Negotiations.** The State reserves the right to award a contract on the basis of initial responses received, therefore, each response shall contain the Respondent's best terms and conditions from a technical and cost standpoint. The State reserves the right to conduct clarifications or negotiations with one or more Respondents. All communications, clarifications, and negotiations shall be conducted in a manner that supports fairness in response improvement.
- 5.2.3.1. **Clarifications:** The State may identify areas of a response that may require further clarification or areas in which it is apparent that there may have been miscommunications or misunderstandings as to the State's specifications or requirements. The State may seek to clarify those issues identified during one or multiple clarification rounds. Each clarification sought by the State may be unique to an individual Respondent, provided that the process is conducted in a manner that supports fairness in response improvement.
- 5.2.3.2. **Negotiations:** The State may elect to negotiate with one or more Respondents by requesting revised responses, negotiating costs, or finalizing contract terms and conditions. The State reserves the right to conduct multiple negotiation rounds or no negotiations at all.
- 5.2.3.3. **Cost Negotiations:** All Respondents, selected for negotiation by the State, will be given equivalent information with respect to cost negotiations. All cost negotiations will be documented for the procurement file. Additionally, the State may conduct target pricing and other goods or services level negotiations. Target pricing may be based on considerations such as current pricing, market considerations, benchmarks, budget availability, or other methods that do not reveal individual Respondent pricing. During target price negotiations, Respondents are not obligated to reduce their pricing to target prices, but no Respondent is allowed to increase prices.
- 5.2.3.4. If the State determines that it is unable to successfully negotiate terms and conditions of a contract with the apparent best evaluated Respondent, the State reserves the right to bypass the apparent best evaluated Respondent and enter into terms and conditions contract negotiations with the next apparent best evaluated Respondent.
- 5.2.5. **Total Response Score.** The Solicitation Coordinator will calculate the sum of the Technical Response section scores and the Cost Proposal score and record the resulting number as the total score for the subject Response (refer to RFP Attachment 6.5., Score Summary Matrix).

5.3. **Contract Award Process**

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

Section 2, Schedule of Events.

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

- 5.3.4. The Respondent identified as offering the apparent best-evaluated response must sign a contract drawn by the State pursuant to this RFP. The Contract shall be substantially the same as the RFP Attachment 6.6., *Pro Forma* Contract. The Respondent must sign the contract by the Contractor Signature Deadline detailed in the RFP Section 2, Schedule of Events. If the Respondent fails to provide the signed Contract by this deadline, the State may determine that the Respondent is non-responsive to this RFP and reject the response.
- 5.3.5. Notwithstanding the foregoing, the State may, at its sole discretion, entertain limited terms and conditions or pricing negotiations prior to Contract signing and, as a result, revise the *pro forma* contract terms and conditions or performance requirements in the State's best interests, PROVIDED THAT such revision of terms and conditions or performance requirements shall NOT materially affect the basis of response evaluations or negatively impact the competitive nature of the RFP and contractor selection process.
- 5.3.6. If the State determines that a response is non-responsive and rejects it after opening Cost Proposals, the Solicitation Coordinator will re-calculate scores for each remaining responsive Cost Proposal to determine (or re-determine) the apparent best-evaluated response.

RFP ATTACHMENT 6.1.**RFP # 40100-51056 STATEMENT OF CERTIFICATIONS AND ASSURANCES**

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

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

1. The Respondent will comply with all of the provisions and requirements of the RFP.
2. The Respondent will provide all services as defined in the Scope of the RFP Attachment 6.6., *Pro Forma* Contract for the total Contract Term.
3. The Respondent, except as otherwise provided in this RFP, accepts and agrees to all terms and conditions set out in the RFP Attachment 6.6., *Pro Forma* Contract.
4. The Respondent acknowledges and agrees that a contract resulting from the RFP shall incorporate, by reference, all proposal responses as a part of the Contract.
5. The Respondent will comply with:
 - (a) the laws of the State of Tennessee;
 - (b) Title VI of the federal Civil Rights Act of 1964;
 - (c) Title IX of the federal Education Amendments Act of 1972;
 - (d) the Equal Employment Opportunity Act and the regulations issued there under by the federal government; and,
 - (e) the Americans with Disabilities Act of 1990 and the regulations issued there under by the federal government.
6. To the knowledge of the undersigned, the information detailed within the response submitted to this RFP is accurate.
7. The response submitted to this RFP was independently prepared, without collusion, under penalty of perjury.
8. No amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Respondent in connection with this RFP or any resulting contract.
9. Both the Technical Response and the Cost Proposal submitted in response to this RFP shall remain valid for at least 120 days subsequent to the date of the Cost Proposal opening and thereafter in accordance with any contract pursuant to the RFP.
10. The Respondent affirms the following statement, as required by the Iran Divestment Act Tenn. Code Ann. § 12-12-111: "By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to §12-12-106." For reference purposes, the list is currently available online at: <https://www.tn.gov/generalservices/procurement/central-procurement-office--cpo-/library-/public-information-library.html>.

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

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

SIGNATURE:

PRINTED NAME & TITLE:

DATE:

**RESPONDENT LEGAL ENTITY
NAME:**

RFP ATTACHMENT 6.2. — Section A

TECHNICAL RESPONSE & EVALUATION GUIDE

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

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

RESPONDENT LEGAL ENTITY NAME:			
Response Page # (Respondent completes)	Item Ref.	Section A— Mandatory Requirement Items	Pass/Fail
		The Response must be delivered to the State no later than the Response Deadline specified in the RFP Section 2, Schedule of Events.	
		The Technical Response and the Cost Proposal documentation must be packaged separately as required (refer to RFP Section 3.2., <i>et. seq.</i>).	
		The Technical Response must NOT contain cost or pricing information of any type.	
		The Technical Response must NOT contain any restrictions of the rights of the State or other qualification of the response.	
		A Respondent must NOT submit alternate responses (refer to RFP Section 3.3.).	
		A Respondent must NOT submit multiple responses in different forms (as a prime and a subcontractor) (refer to RFP Section 3.3.).	
	A.1.	Provide the Statement of Certifications and Assurances (RFP Attachment 6.1.) completed and signed by an individual empowered to bind the Respondent to the provisions of this RFP and any resulting contract. The document must be signed without exception or qualification.	
	A.2.	Provide a statement, based upon reasonable inquiry, of whether the Respondent or any individual who shall cause to deliver goods or perform services under the contract has a possible conflict of interest (<i>e.g.</i> , employment by the State of Tennessee) and, if so, the nature of that conflict. NOTE: Any questions of conflict of interest shall be solely within the discretion of the State, and the State reserves the right to cancel any award.	
	A.3.	Provide a customer reference or documentation demonstrating that Respondent had one or more video analytics system(s) installed and fully operational at a U.S. state agency level. Please provide the requested information listed below: a. Name of State/Region b. Years of service provided to the state agency Contact person in each State/Region who is familiar with the Respondent's product	

RESPONDENT LEGAL ENTITY NAME:			
Response Page # (Respondent completes)	Item Ref.	Section A— Mandatory Requirement Items	Pass/Fail
	A.4.	Provide written confirmation that the Respondent's proposed solution is capable of running, either natively or through modification on a cloud computing infrastructure and accessed via a web interface.	
	A.5.	Provide a current W-9 that attests the Respondent's legal entity is based in the United States of America.	
	A.6.	Provide a statement the Respondent certifies the Contractor shall meet the requirements of Pro Forma Contract Section A.3.d.	
	A.7.	Provide a current bank reference indicating that Respondent business relationship with the financial institution is in positive standing. Such reference must be written in the form of a standard business letter, signed, and dated within the past three (3) months.	
	A.8.	Provide a statement affirming that Respondent agrees to meet security requirements named in this RFP, including the requirement in A.6. above regarding performing all work in the continental United States.	
<i>State Use – Solicitation Coordinator Signature, Printed Name & Date:</i>			

RFP ATTACHMENT 6.2. — SECTION B

TECHNICAL RESPONSE & EVALUATION GUIDE

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

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

RFP ATTACHMENT 6.2. — SECTION B (continued)

RESPONDENT LEGAL ENTITY NAME:		
Response Page # (Respondent completes)	Item Ref.	Section B— General Qualifications & Experience Items
		NOTE: All persons, agencies, firms, or other entities that provide legal opinions regarding the Respondent must be properly licensed to render such opinions. The State may require the Respondent to submit proof of license for each person or entity that renders such opinions.
	B.11.	Provide a brief, descriptive statement detailing evidence of the Respondent's ability to deliver the goods or services sought under this RFP (e.g., prior experience, training, certifications, resources, program and quality management systems, etc.).
	B.12.	Provide a narrative description of the proposed project team, its members, and organizational structure along with an organizational chart identifying the key people who will be assigned to deliver the goods or services required by this RFP.
	B.13.	Provide a personnel roster listing the names of key people who the Respondent will assign to meet the Respondent's requirements under this RFP along with the estimated number of hours that each individual will devote to that performance. Follow the personnel roster with a resume for each of the people listed. The resumes must detail the individual's title, education, current position with the Respondent, and employment history.
	B.14.	Provide a statement of whether the Respondent intends to use subcontractors to meet the Respondent's requirements of any contract awarded pursuant to this RFP, and if so, detail: <ul style="list-style-type: none"> (a) the names of the subcontractors along with the contact person, mailing address, telephone number, and e-mail address for each; (b) a description of the scope and portions of the goods each subcontractor involved in the delivery of goods or performance of the services each subcontractor will perform; <u>and</u> (c) a statement specifying that each proposed subcontractor has expressly assented to being proposed as a subcontractor in the Respondent's response to this RFP.
	B.15.	Provide documentation of the Respondent's commitment to diversity as represented by the following: <ul style="list-style-type: none"> (a) <u>Business Strategy</u>. Provide a description of the Respondent's existing programs and procedures designed to encourage and foster commerce with business enterprises owned by minorities, women, service-disabled veterans, persons with disabilities, and small business enterprises. Please also include a list of the Respondent's certifications as a diversity business, if applicable. (b) <u>Business Relationships</u>. Provide a listing of the Respondent's current contracts with business enterprises owned by minorities, women, service-disabled veterans, persons with disabilities, and small business enterprises. Please include the following information: <ul style="list-style-type: none"> (i) contract description; (ii) contractor name and ownership characteristics (i.e., ethnicity, gender, service-disabled veteran-owned or persons with disabilities); (iii) contractor contact name and telephone number. (c) <u>Estimated Participation</u>. Provide an estimated level of participation by business enterprises owned by minorities, women, service-disabled veterans, persons with disabilities and small business enterprises if a contract is awarded to the Respondent pursuant to this RFP. Please include the following information: <ul style="list-style-type: none"> (i) a percentage (%) indicating the participation estimate. (Express the estimated participation number as a percentage of the total estimated contract value that will be dedicated to business with subcontractors and supply contractors having such ownership characteristics only and DO NOT INCLUDE DOLLAR AMOUNTS); (ii) anticipated goods or services contract descriptions;

RFP ATTACHMENT 6.2. — SECTION B (continued)

RESPONDENT LEGAL ENTITY NAME:		
Response Page # (Respondent completes)	Item Ref.	Section B— General Qualifications & Experience Items
		<p>(iii) names and ownership characteristics (i.e., ethnicity, gender, service-disabled veterans, or disability) of anticipated subcontractors and supply contractors.</p> <p>NOTE: In order to claim status as a Diversity Business Enterprise under this contract, businesses must be certified by the Governor's Office of Diversity Business Enterprise (Go-DBE). Please visit the Go-DBE website at https://tn.diversitysoftware.com/FrontEnd/StartCertification.asp?TN=tn&XID=9810 for more information.</p> <p>(d) <u>Workforce</u>. Provide the percentage of the Respondent's total current employees by ethnicity and gender.</p> <p>NOTE: Respondents that demonstrate a commitment to diversity will advance State efforts to expand opportunity to do business with the State as contractors and subcontractors. Response evaluations will recognize the positive qualifications and experience of a Respondent that does business with enterprises owned by minorities, women, service-disabled veterans, persons with disabilities, and small business enterprises and who offer a diverse workforce.</p>
	B.16.	<p>Provide a statement of whether or not the Respondent has any current contracts with the State of Tennessee or has completed any contracts with the State of Tennessee within the previous five (5) year period. If so, provide the following information for all of the current and completed contracts:</p> <p>(a) the name, title, telephone number and e-mail address of the State contact knowledgeable about the contract;</p> <p>(b) the procuring State agency name;</p> <p>(c) a brief description of the contract's scope of services;</p> <p>(d) the contract period; and</p> <p>(e) the contract number.</p>
	B.17.	<p>Provide a statement and any relevant details addressing whether the Respondent is any of the following:</p> <p>(a) is presently debarred, suspended, proposed for debarment, or voluntarily excluded from covered transactions by any federal or state department or agency;</p> <p>(b) has within the past three (3) years, been convicted of, or had a civil judgment rendered against the contracting party from commission of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;</p> <p>(c) is presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed above; and</p> <p>(d) has within a three (3) year period preceding the contract had one or more public transactions (federal, state, or local) terminated for cause or default.</p>
		<p>SCORE (for <u>all</u> Section B—Qualifications & Experience Items above): (maximum possible score = 15)</p>

RFP ATTACHMENT 6.2. — SECTION B (continued)

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

RFP ATTACHMENT 6.2. — SECTION C

TECHNICAL RESPONSE & EVALUATION GUIDE

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

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

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

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

RESPONDENT LEGAL ENTITY NAME:					
Response Page # (Respondent completes)	Item Ref.	Section C— Technical Qualifications, Experience & Approach Items	Item Score	Evaluation Factor	Raw Weighted Score
	C.1.	Provide a narrative that illustrates the Respondent's understanding of the State's requirements and project schedule.		1	
	C.2.	Provide a narrative that illustrates how the Respondent will complete the scope of services, accomplish required objectives, and meet the State's project schedule.		1	
	C.3.	Provide a narrative that illustrates how the Respondent will manage the project, ensure completion of the scope of services, and accomplish required objectives within the State's project schedule. (a) The Respondent's approach to end-user training, including the materials and resource documents to be used.		1	
	C.4.	Provide a narrative that illustrates in detail how the Respondent will meet the requirements in Pro Forma Section A.3.b "Alert Configuration and Data Source." In the narrative, the Respondent should describe in detail and provide applicable deliverables for: (a) The Respondent's approach to varying conditions including, but not limited to: Congested traffic Adverse weather conditions The Respondent's approach to detecting additional events in real-time affecting normal traffic operations.		2	
	C.5.	Provide a narrative that illustrates the Respondent's ability to achieve and maintain 98.8% system uptime. Include details on redundancy measures, failover strategies, and disaster recovery plans to ensure uninterrupted operation.		2	
	C.6.	Provide a narrative describing the scalability of the proposed system, particularly in terms of data storage and processing capabilities. Explain how the system can handle the addition of new CCTV cameras over time and how it accommodates increased data volumes.		1	

RESPONDENT LEGAL ENTITY NAME:					
Response Page # (Respondent completes)	Item Ref.	Section C— Technical Qualifications, Experience & Approach Items	Item Score	Evaluation Factor	Raw Weighted Score
	C.7.	Provide a narrative on how the system will deliver alerts with redundancy and expediency. Explain the methods for audible and visual alerts that do not require constant system monitoring.		3	
	C.8.	Provide a narrative on how the alerts can be accessed via data feeds (include minimum stream resolution supported) or APIs, and the potential for customization to integrate the alerts into the TDOT Advanced Traffic Management System (ATMS)		3	
	C.9.	Describe how the system allows TDOT staff to configure, tweak, or calibrate individual alert rules and configuration options. Include examples of configurable parameters, such as enabling/disabling alerts, controlling alert frequency and adjusting detection rules. Show or explain the system's interface for managing these configurations.		2	
	C.10.	Explain how the system can generate alerts from multiple camera angles and mounting heights. Address any recommendations or tweaks to TDOT operations that may optimize alert accuracy while ensuring that major operational modifications are avoided. Describe optimal alert conditions, the minimum level of precision for incident detection when returning to the incident area, which should be different from the CCTV camera, and range of issues to consider.		7	
	C.11.	Detail the reporting capabilities of the system, including regular reports summarizing alerts, alert types, system outages, access reports, trends, and API access reports. Specify the frequency of updates and the formats for downloadable reports. Highlight any custom user interfaces for accessing detailed reports.		2	
<p><i>The Solicitation Coordinator will use this sum and the formula below to calculate the section score. All calculations will use and result in numbers rounded to two (2) places to the right of the decimal point.</i></p>					<p>Total Raw Weighted Score: (sum of Raw Weighted Scores above)</p>
<p>Total Raw Weighted Score</p> <hr/> <p>Maximum Possible Raw Weighted Score (i.e., 5 x the sum of item weights above)</p>				<p>X 35 (maximum possible score)</p>	<p>= SCORE:</p>
<p>State Use – Evaluator Identification:</p>					
<p>State Use – Solicitation Coordinator Signature, Printed Name & Date:</p>					

RFP ATTACHMENT 6.2.— SECTION D

TECHNICAL RESPONSE & EVALUATION GUIDE

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

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

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

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

RESPONDENT LEGAL ENTITY NAME:				
Section D — Oral Presentation Items		Item Score	Evaluation Factor	Raw Weighted Score
D.1.	Provide an overview of the system. Demonstrate high-level navigation including any GIS mapping capabilities on both a desktop and mobile platform, where applicable:			
(a)	How many cameras is the system able to monitor simultaneously			
(a)	How the system shall be scalable to allow for growth in the number of devices monitored		1	
(b)	How many users can access the system at the same time			
(c)	Demonstrate the geographical display of all roads in the state, with the capability to have a statewide view or TDOT regional view			
D.2.	Provide a demonstration of the ability of the system to analyze CCTV cameras with pan-tilt-zoom functionality		4	
D.3.	Provide a demonstration of the reporting capabilities including any GIS mapping capabilities on both a desktop and mobile platform, where applicable:			
(a)	What standard reports are included			
(b)	How to create and modify custom reports		1	
(c)	Demonstrate how reports will be stored in a business intelligence dashboard			
D.4.	Provide a demonstration of the detection capabilities, where applicable:			
(a)	Ability to count available rest area parking spaces		4	

RESPONDENT LEGAL ENTITY NAME:					
(b)	Ability to detect vehicle classifications from traffic video data				
(c)	Ability to detect traffic congestion from traffic video data				
(d)	Ability to detect false alarms from sources not impacting traffic such as lighting issues or birds				
(e)	Alerts of detection including audible, visual, and video clip				
(f)	Demonstrate or provide an example of how the accuracy of these detections are derived (for both avoiding false positives and any missed detections)				
D.5.	Provide a demonstration of how the system can integrate alerts, via a feed or API, with other external systems.		2		
Total Raw Weighted Score (<i>sum of Raw Weighted Scores above</i>): The Solicitation Coordinator will use this sum and the formula below to calculate the score. Numbers rounded to two (2) places to the right of the decimal point will be standard for calculations.					
total raw weighted score <hr/> maximum possible raw weighted score <i>(i.e., 5 x the sum of item weights above)</i>				X 20 <i>(maximum section score)</i>	= SCORE:
<i>State Use – Evaluator Identification:</i>					
<i>State Use – Solicitation Coordinator Signature, Printed Name & Date:</i>					

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

NOTICE: THIS COST PROPOSAL MUST BE COMPLETED EXACTLY AS REQUIRED

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

ADDITIONAL REQUIREMENTS FOR COMPLETING PROPOSED COST (I.E., MINIMUM AMOUNT, “BLANK” CELLS, ETC.)

NOTICE: The Evaluation Factor associated with each cost item is for evaluation purposes only. The evaluation factors do NOT and should NOT be construed as any type of volume guarantee or minimum purchase quantity. The evaluation factors shall NOT create rights, interests, or claims of entitlement in the Respondent.

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

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

RESPONDENT SIGNATURE:			
PRINTED NAME & TITLE:			
DATE:			
RESPONDENT LEGAL ENTITY NAME:			
Cost Item Description	Proposed Cost	State Use Only	
		Evaluation Factor	Evaluation Cost (cost x factor)
Video Analytics Solution Implementation	\$ / ONE-TIME	1	
Deliverable 1: Implementation Plan and Schedule approved by the State in Accordance with Contract Sections A.5.	10%		

RFP ATTACHMENT 6.3. (continued)

RESPONDENT LEGAL ENTITY NAME:			
Cost Item Description	Proposed Cost	State Use Only	
		Evaluation Factor	Evaluation Cost (cost x factor)
Deliverable 2: a. Test Environment Fully Established to Mirror Production Environment in Accordance with Contract Section A.7. Successful Completion of Testing of System Functional Requirements in accordance with Contract Sections A.3, A.4, A.6 and A.8.	30%		
Deliverable 3: a. Documentation established and delivered to the State in Accordance with Contract Section A.9. Successful Completion of Video Analytics Solution Training.	40%		
Deliverable 4: Successful Production Go-Live (Compensation will be made only after a full 60-day period with no Defects or System Errors)	20%		
Video Analytics Solution Hosting, Support and Maintenance Year 1 – Includes 100 users. (Note: Actual First year licensing payment shall be prorated from the date deliverables 1-4 are completed to one year from the Effective Date of this Contract.)	\$ / MONTH	12	
Video Analytics Solution Hosting, Support and Maintenance Year 2 – Includes 100 users.	\$ / MONTH	12	
Video Analytics Solution Hosting, Support and Maintenance Year 3 – Includes 100 users.	\$ / MONTH	12	
Video Analytics Solution Hosting, Support and Maintenance Year 4 - Option (Includes 100 users)	\$ / MONTH	12	

RFP ATTACHMENT 6.3. (continued)

RESPONDENT LEGAL ENTITY NAME:			
Cost Item Description	Proposed Cost	State Use Only	
		Evaluation Factor	Evaluation Cost (cost x factor)
Video Analytics Solution Hosting, Support and Maintenance Year 5 – Option (Includes 100 users)	\$ / MONTH	12	
Monthly License Cost Increase for each additional 25 users	\$ / MONTH	12	
Monthly License Cost Increase for Additional Cameras added to the existing number current deployed: (Note: This fee shall be prorated from the date a new camera is added to the existing Network through the end of the billing period in which the camera is added.)			
<ul style="list-style-type: none"> 1 License 	\$ / LICENSE PER MONTH	12	
<ul style="list-style-type: none"> 5 Licenses 	\$ / LICENSES PER MONTH	12	
<ul style="list-style-type: none"> 10+ Licenses 	\$ / LICENSES PER MONTH	12	
<p align="center">EVALUATION COST AMOUNT (sum of evaluation costs above):</p> <p>The Solicitation Coordinator will use this sum and the formula below to calculate the Cost Proposal Score. Numbers rounded to two (2) places to the right of the decimal point will be standard for calculations.</p>			
<p>lowest evaluation cost amount from <u>all</u> proposals</p> <hr/> <p>evaluation cost amount being evaluated</p>		<p align="center">x 30 (maximum section score)</p>	<p align="center">= SCORE:</p>
<p><i>State Use – Solicitation Coordinator Signature, Printed Name & Date:</i></p>			

Change Orders					
Job Classification (See Proforma Contract Attachment B for Job Descriptions)	Year 1	Year 2	Year 3	Year 4	Year 5
	Hourly Rate	Hourly Rate	Hourly Rate	Hourly Rate	Hourly Rate
Jr. Developer	\$	\$	\$	\$	\$
Sr. Developer	\$	\$	\$	\$	\$
Jr. Architect	\$	\$	\$	\$	\$
Sr. Architect	\$	\$	\$	\$	\$

RFP ATTACHMENT 6.3. (continued)

Project Manager	\$	\$	\$	\$	\$
Sr. Project Manager	\$	\$	\$	\$	\$
Business Analyst	\$	\$	\$	\$	\$
Technical Writer	\$	\$	\$	\$	\$

REFERENCE QUESTIONNAIRE

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

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

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

References from at least three (3) different individuals are required to satisfy the requirements above, e.g., an individual may provide a reference about a completed project and another reference about a currently serviced account. The individual contact reference provided for each contract or project shall not be a current State employee of the procuring State agency. Procuring State agencies that accept references from another State agency shall document, in writing, a plan to ensure that no contact is made between the procuring State agency and a referring State agency. The standard reference questionnaire, should be used and completed, and is provided on the next page of this RFP Attachment 6.4.

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

Written:

- (a) Add the Respondent's name to the standard reference questionnaire at RFP Attachment 6.4. and make a copy for each reference.
- (b) Send a reference questionnaire and new, standard #10 envelope to each reference.
- (c) Instruct the reference to:
 - (i) complete the reference questionnaire;
 - (ii) sign and date the completed reference questionnaire;
 - (iii) seal the completed, signed, and dated reference questionnaire within the envelope provided;
 - (iv) sign his or her name in ink across the sealed portion of the envelope; and
 - (v) return the sealed envelope directly to the Respondent (the Respondent may wish to give each reference a deadline, such that the Respondent will be able to collect all required references in time to include them within the sealed Technical Response).
- (d) Do NOT open the sealed references upon receipt.
- (e) Enclose all sealed reference envelopes within a larger, labeled envelope for inclusion in the Technical Response as required.

Email:

- (a) Add the Respondent's name to the standard reference questionnaire at RFP Attachment 6.4. and make a copy for each reference.
- (b) E-mail a reference questionnaire to each reference.
- (c) Instruct the reference to:
 - (i) complete the reference questionnaire;
 - (ii) sign and date the completed reference questionnaire;
 - (iii) E-mail the reference directly to the Solicitation Coordinator by the RFP Technical Response Deadline with the Subject line of the e-mail as "[Respondent's Name] Reference for RFP # 40100-51056".

NOTES:

- The State will not accept late references or references submitted by any means other than the two which are described above, and each reference questionnaire submitted must be completed as required.

- The State will not review more than the number of required references indicated above.
- While the State will base its reference check on the contents of the reference e-mails or sealed reference envelopes included in the Technical Response package, the State reserves the right to confirm and clarify information detailed in the completed reference questionnaires, and may consider clarification responses in the evaluation of references.
- The State is under no obligation to clarify any reference information.

RFP # 40100-51056 REFERENCE QUESTIONNAIRE

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

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

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

- complete this questionnaire (either using the form provided or an exact duplicate of this document);
- sign and date the completed questionnaire and follow either process outlined below;

Physical:

- seal the completed, signed, and dated questionnaire in a new standard #10 envelope;
- sign in ink across the sealed portion of the envelope; and
- return the sealed envelope containing the completed questionnaire directly to the reference subject.

E-Mail:

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

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

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

NAME:	
TITLE:	
TELEPHONE #	
E-MAIL ADDRESS:	

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

RFP ATTACHMENT 6.5.

SCORE SUMMARY MATRIX

	<i>RESPONDENT NAME</i>		<i>RESPONDENT NAME</i>		<i>RESPONDENT NAME</i>	
GENERAL QUALIFICATIONS & EXPERIENCE (maximum: 15)						
<i>EVALUATOR NAME</i>						
<i>EVALUATOR NAME</i>						
<i>REPEAT AS NECESSARY</i>						
	AVERAGE:		AVERAGE:		AVERAGE:	
TECHNICAL QUALIFICATIONS, EXPERIENCE & APPROACH (maximum: 35)						
<i>EVALUATOR NAME</i>						
<i>EVALUATOR NAME</i>						
<i>REPEAT AS NECESSARY</i>						
	AVERAGE:		AVERAGE:		AVERAGE:	
ORAL PRESENTATION (maximum: 20)						
<i>EVALUATOR NAME</i>						
<i>EVALUATOR NAME</i>						
<i>REPEAT AS NECESSARY</i>						
	AVERAGE:		AVERAGE:		AVERAGE:	
COST PROPOSAL (maximum: 30)	SCORE:		SCORE:		SCORE:	
TOTAL RESPONSE EVALUATION SCORE: (maximum: 100)						
<i>Solicitation Coordinator Signature, Printed Name & Date:</i>						

RFP # 40100-51056 *PRO FORMA* CONTRACT

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

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

This Contract, by and between the State of Tennessee, Department of Transportation ("State") and **Contractor Legal Entity Name** ("Contractor"), is for the provision of **Video Analytics System**, as further defined in the "SCOPE." State and Contractor may be referred to individually as a "Party" or collectively as the "Parties" to this Contract.

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

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

Contractor Edison Registration ID # **Number**

A. SCOPE:

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

A.2. Definitions and Acronyms. For purposes of this Contract, definitions and acronyms shall be as follows and as set forth in the Contract:

- (1) Active Directory (AD) – shall mean a -Microsoft developed product that provides a broad range of directory-based identity-related services.
- (2) Azure Active Directory (AAD) -. Shall mean a cloud-based identity and access management service.
- (3) Application Programming Interface (API) – shall mean mechanisms that enable two software components to communicate with each other using a set of definitions and protocols.
- (4) Artificial Intelligence (AI) – shall mean the simulation of human intelligence processes by machines, especially computer systems. Specific applications of AI include expert systems, natural language processing, speech recognition and machine vision.
- (5) Advanced Traffic Management System (ATMS) – shall mean the software the State uses to manage its network of dynamic message signs, CCTV, and traffic detectors to help reduce the impact of various planned and unplanned road events along the state's highway network.
- (6) Business Intelligence (BI) – shall mean a technology-driven practice used to collect, integrate, analyze, and present various data.
- (7) Closed Circuit Television (CCTV) – shall mean cameras operated and maintained typically by the State installed on the side of the road on a pole.
- (8) Comma Separated Variable (CSV) – a text file that uses commas to separate values. Each line of the file is a data record, and each record consists of one or more fields, separated by commas.
- (9) Data – shall mean all data uploaded to and generated through the operation of the Video Analytics System.
- (10) 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.
- (11) Distributed denial-of-service (DDoS) – shall mean a malicious attack attempt to disrupt the normal traffic of a targeted server, service, or network by overwhelming the target or its surrounding infrastructure with a flood of Internet traffic.
- (12) **Generally Accepted Traffic Engineering Industry Practices – shall mean a practice or a standard that is consistent with proper and accepted practices and standards established and followed by competent, licensed, professional engineers within the transportation and**

traffic engineering industry, such as those recommended by the [Transportation Professional Certification Board \(TPCB\)](#), [Federal Highway Administration \(FHWA\)](#), and [Institute of Electrical and Electronics Engineers \(IEEE\)](#).

- (13) Geographic Information System (GIS) – shall mean a framework used for capturing, storing, analyzing, and managing geographically referenced information.
- (14) Hashing (Hashed Password) – shall mean converting a password into something that appears different from its original form through a mathematical algorithm. A password stored in the system database is the “hash” and not the actual password. To verify the users identity, the password provided by a user logging into system is hashed and then check against the hash stored in the database.
- (15) Integrated Corridor Management (ICM) – shall mean a transportation management strategy where the network will realize significant improvements in the efficient movement of people and goods through institutional collaboration and aggressive, proactive integration of existing infrastructure along major corridors. Through an ICM approach, transportation professionals manage the corridor as a multimodal system and make operational decisions for the benefit of the corridor as a whole. Currently, the State is developing one ICM project along the I-24 Corridor in Region 3 (Nashville).
- (16) Machine Learning – shall mean a branch of artificial intelligence and computer science which focuses on the use of data and algorithms to imitate the way that humans learn, gradually improving its accuracy.
- (17) Portable Document Format (PDF) – shall mean a file format used to present documents in a manner independent of application software, hardware, and operating systems.
- (18) Pan tilt zoom (PTZ) - shall mean part of a CCTV that enables panning horizontally (from left to right), tilting vertically (up and down), and zooming (for magnification).
- (19) Recovery Point Objective (RPO) – shall mean the maximum targeted period in which data might be lost from an IT service due to a major incident.
- (20) Recovery Time Objective (RTO) - shall mean 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.
- (21) Request for Proposal (RFP) — shall mean a format document that outlines the specifications and requirements for a project.
- (22) Software as a Service (SaaS) - shall mean a software licensing and delivery model in which software is licensed on a subscription basis and is centrally hosted. SaaS is typically accessed by users via a web browser.
- (23) Salting (Salted Password) – shall mean adding an additional string of thirty-two (32) or more characters that are randomly generated by a cryptographically secure function to a password before it gets hashed (see “Hashing” definition above). Password salting increases password complexity without affecting user experience.
- (24) Security Assertion Markup Language (SAML) – shall mean an open standard for exchanging authentication and authorization data between parties, in particular, between an identity provider and a service provider.
- (25) Software Development Kit (SDK) - shall mean a set of platform-specific building tools for developers. Typically includes components like debuggers, compilers, and libraries to create code that runs on a specific platform, operating system, or programming language. SDKs put everything required to develop and run software in one place.
- (26) Services - The Deliverables and services described in Sections [A.1. – A.14.](#) and Section E.9 of this Contract.
- (27) Single Sign-on (SSO) – shall mean a user authentication process that allows a user to access multiple applications or services with a single set of credentials.
- (28) System Administrator – shall mean authorized person(s) that perform administrative functions within the Video Analytics System on behalf of the State.
- (29) System Error - A System Error is an instruction within an operating system that is either not recognized by the operating system or is in violation of the procedural rules.

- (30) Traffic Management Center (TMC) – shall mean the hub for collecting, monitoring, verifying, and responding to traffic conditions often disseminating important information to other agencies and the public. The State currently has four TMCs across the state with one in each region.
- (31) Traffic Operations Center (TOC) – shall mean a centralized facility for monitoring, assessing, and directing traffic conditions in real-time. A synonym for TMC.
- (32) Video Analytics System – shall mean a technology tool that automatically analyses video content.
- (33) World Wide Web Consortium (W3C) – shall mean the main international standards organization for developing common protocols that promote its evolution and ensure its interoperability.

A.3. Functional and System Requirements. The Contractor shall be responsible for providing the underlying system software, infrastructure, bandwidth, cloud services for hosting, deployment, and support of the Video Analytics System.

A.3.a. Basic System Requirements

- A.3.a.1. The Contractor shall comply with and adhere to all Department and State information technology standards, including but not limited to, all technical and security standards, procedures and protocols, and cybersecurity standards NIST SP 800 series. State of Tennessee's Enterprise Information Security Policies (EISP) can be found here: [Enterprise-Information-Security-Policies-v2-3-ISO-27002-12-21-2018-Internal-FINAL- with-Sigs \(tn.gov\)](https://www.tn.gov/enterprise-information-security-policies-v2-3-iso-27002-12-21-2018-internal-final-with-sigs)
- A.3.a.2. The Contractor shall provide a System that generates real-time alerts by integrating with the State's existing closed-circuit television cameras. The Contractor shall provide an easy-to-use interface for the State staff to receive alerts within 30 seconds of an event detection. The traffic alerts shall utilize machine learning object detection, or an analogous process, to detect a variety of changes in traffic conditions. At a minimum, the System shall be able to detect the following events in real-time:
- Crashes and traffic incidents
 - Stopped vehicles
 - Non-vehicle objects on the roadway
 - Wrong-way drivers
 - Slow traffic and congestion
- A.3.a.3. The Contractor's System shall be designed and developed to leverage cloud characteristics such as elasticity, redundancy, and must be able to handle occasional hardware failures without any downtime. The System shall be designed for a real-time and always-on environment. The alerts generated from the System are critical to traffic operations where seconds and minutes can impact successful response and mitigation.
- A.3.a.4. The Contractor's System shall be built with enough redundancies to achieve 98.8% uptime, except for scheduled maintenance and planned software updates. If annual Video Analytics System reliability fails to meet this requirement, the Contractor shall provide to the State a prorated service credit for the total minutes of downtime for the year for all State Video Analytics System licenses for that period. This allows for roughly seventeen (17) hours of cumulative downtime for an entire year.

- A.3.a.5. The Contractor shall show proof of at least an 80% System accuracy for detection of events, specifically for at least two (2) presets as described in A.3.b.2 and A.3.b.3. This accuracy rate is not required for other camera views. Failed events include both false positives and missed detections. The 80% threshold shall be considered a minimum, with over 90% being preferred. Acceptable proof includes comprehensive quarterly reports or validation from unbiased, independent third-party sources, detailing the System's performance across various traffic conditions and event types. The documentation shall specify the methodologies used for testing, the types of events included in the evaluation, and any conditions or limitations of the testing.
- A.3.a.6. The Contractor shall provide unlimited ATMS with the following minimum levels of access to the System:
- i. General user access: view-only. View feeds and alerts without the ability to change any settings or controls.
 - ii. Operations access: View and acknowledge any alerts and basic access to reports.
 - iii. Admin user access: Full system access and control, camera management, system configuration, user role management and reports.

The System shall apply different authentication rules to different user roles such that State Administrative Personnel have stricter and more secure rules than the public. For example, State Administrator account passwords shall meet all of the requirements named in the [State of Tennessee's Enterprise Information Security Policy \(EISP\)](#), contain a minimum of fifteen (15) characters, may have more rigid rules regarding the characters allowed in a password, and may be required to change their passwords more frequently. A State Administrator shall use a multifactor VPN solution to obtain access to the System.

- A.3.a.7. The Contractor shall provide complete documentation of all System enhancements and revisions with new releases of software deployed as part or in support of the System. Documentation must describe, in a user-friendly manner, what State Administrative Personnel need to know to understand each level on which the software operates. The documentation must specifically include documentation of the database, including data entity and attribute definitions, table and field names, data types, data sizes, business rules, and entity-relationship diagrams that depict all relationships between tables and fields in the database using industry and State standards.
- A.3.a.8. The Contractor shall provide and maintain an online trouble ticket system ("Trouble Ticket System") that allows State Administrative Personnel to submit support and maintenance issues to the Contractor. The Trouble Ticket System shall provide ticket status visibility to the Contractor and the State. The Trouble Ticket System shall be used to track all performance, maintenance, and support issues, and any other system issues, and shall maintain ticket status including, ticket submission date, the submitter, the Contractor staff assigned to address the ticket, and the ticket resolution date.
- A.3.a.9. The Contractor shall provide a training plan and conduct user and administrator training sessions on system functionality. The training plan is expected to cover user access, account management, system functionality, reporting, API usage, and the ticketing system. The Contractor shall provide training in the form of webinar(s), train-the-trainer, and shall ensure training availability to State, Prime Contractor and subcontractor personnel. The Contractor training documentation

shall be delivered in an electronic format including Microsoft editable or native editable application and PDF. The Contractor's training and training documentation shall be reviewed and approved by the State before the Contractor conducts the training.

A.3.a.10. The Contractor shall provide a point of contact that is available twenty (24) hours per day, seven (7) days a week and three hundred and sixty-five (365) days per year (24x7x365). The Contractor shall respond to State issues within 24 hours. If downtime for maintenance is unavoidable, the Contractor shall schedule with the State a minimum of five (5) working days in advance to coordinate a date and time.

A.3.a.11. The System shall automatically detect and prevent malicious attacks such as distributed denial of service.

A.3.a.12. The System shall automatically detect and notify authorized users of potential malicious attack, such as a distributed denial of service.

A.3.b. Alert Configuration and Data Source

A.3.b.1. The Contractor shall allow flexibility in how alerts are generated. System Administrators shall have the ability to configure, modify, or calibrate individual alert rules and configuration options. The System shall allow System Administrators the ability to manage alert configuration options. The Contractor shall document System configuration options and any rules within the State's ability to control. Screenshots of the configuration process is preferred and shall include as a minimum the following:

- Turning alert types on or off (e.g., to disable certain alerts temporarily when dealing with poor quality or corrupt data)
- Control over the frequency of alerts to reduce false alarms or duplicate alerts.
- Control over basic rules powering alerts (e.g., exact speed, in mph, and length of traffic defining an end of queue)
- Control over detection configuration options such as default CCTV zones, if applicable.

A.3.b.2. The alerts shall be generated from the State CCTV video handling provider feeds. The State CCTV cameras are primarily pan-tilt-zoom operations. Each CCTV has the capability of establishing presets (e.g., "Northbound default"), and preset views may experience a minor amount of drift during normal operations. However, the cameras are utilized daily for TMC operations. The alerts shall be capable of being generated from multiple camera angles and camera mount heights. Each camera may, at any time, be used for incident management. The State prefers that the Video analytics generate alerts from all zoom levels and camera angles. The location of each alert shall reflect the actual location of the impact to traffic and not the location of the CCTV.

A.3.b.3. The System shall generate accurate alerts for at least two (2) preset CCTV "views" for each individual CCTV (eg. "Northbound mainline" and "Southbound mainline").

A.3.b.4. The System generated alerts, or alarms, shall include a 5 to 60 seconds video clip of the event and be delivered via a link.

- A.3.b.5. The System shall have search or filtering capability for previous alert record details to be viewed (date, time, location) and accessible throughout the life of the contract.

A.3.c. System Security and Disaster Recovery Plan

- A.3.c.1. Upon request, the Contractor shall provide a system security plan that addresses system security for those components of the Video Analytics System provided by the Contractor. This plan shall include provisions to restrict access and protect information through means such as external and internal firewalls. These security plans and provisions shall be reviewed and updated as needed throughout the term of the Contract. In addition, upon request, the Contractor shall provide a disaster recovery plan that demonstrates how the system will be brought back to its previous working condition after a system failure or a security breach. A minimum of one (1) disaster recovery test per year shall be conducted with results delivered to the State within two (2) months of said testing. The test report shall include any issues identified and how they are to be mitigated.
- A.3.c.2. Video Analytics shall utilize a hybrid user model allowing for SSO using the State of Tennessee's Active Directory ("AD") for employee enterprise login, accessed externally by cloud providers from Azure Active Directory ("AAD"), so that State employees, along with ad hoc users for external entities, shall have the capability to access Video Analytics using their enterprise login. Video Analytics shall leverage AAD/Security Assertion Markup Language (SAML) for SSO for web interface and through any supported native applications.

A.3.d. Data Security

The Contractor shall prevent security breaches, including but not limited to unauthorized usage, denial of service attacks, and data breaches.

- i. All data generated through operation of Video Analytics ("Data") shall reside and be stored within the continental USA, inclusive of backup Data, and Contractor shall prevent any transmission of this Data outside the USA.
- ii. All State data must remain in the United States, regardless of whether the data is processed, stored, in-transit, or at rest.
- iii. Access to State data shall be limited to US-based (onshore) resources only.
- iv. Configuration or development of software and code is permitted outside of the United States. However, software applications designed, developed, manufactured, or supplied by persons owned or controlled by, or subject to the jurisdiction or direction of, a foreign adversary, which the U.S. Secretary of Commerce acting pursuant to 15 CFR 7 has defined to include the People's Republic of China, among others are prohibited.
- v. Any testing of code outside of the United States must use fake data. A copy of production data may not be transmitted or used outside the United States.

A.3.e. Time Frames for Services

The Contractor shall correct all the Video Analytics-related System Errors and performance or operational delays. Contractor shall provide emergency maintenance services to correct code problems, or any performance or operational problems related to the design or coding of the Video Analytics software.

- i. Products and services shall be either replaced, revised, repaired, or corrected within a reasonable timeframe of thirty (30) days if written notification is issued by the State of the System Errors, or Defects or deficiencies; provided, however, that if the continued use of a Defective product or service would cause damage to the State system(s) or associated Data, or would otherwise seriously impair, as determined by the State, the ability of users of the system(s) to do their jobs or the functions for which Video Analytics was established, then Contractor shall act to repair the Defect immediately, unless an extension is otherwise granted in writing by the State.
- ii. If the State determines the continued use of a Defective or deficient product or service would cause damage to the State system(s) or associated data, or would otherwise seriously impair the ability of users of the system(s) to do their jobs or the functions for which Video Analytics was established, then Contractor shall act to repair the deficiency immediately, unless an extension is otherwise granted in writing, by the State.
- iii. The State at its sole discretion will determine when any Incidents, Problems, System Errors or Defects or deficiencies have been resolved.

A.3.f. Audit Trails.

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

A.4. Report Requirements. The Contractor shall provide monthly reports summarizing alerts, alert types, system outages, access/usage reports, trends, and API access reports. These reports shall be updated as needed, retrievable on demand, and stored for at least five (5) years from creation date. The Contractor shall provide a custom interface to access detailed reports. Reports shall be easily downloaded as PDF or CSV files.

- The reports shall include system uptime and outage information.

- The reports shall include a summary of alert types, alert quantities, and alert locations.

A.5. Implementation Plan. The Contractor shall provide a detailed Implementation Plan within thirty (30) days of receipt of the Notice to Proceed. At a minimum, the following implementation approach details shall be explained:

- System set up process including recommended acceptance testing procedures that demonstrate compliance with project requirements
- Rules and alerts configuration
- Anticipated schedule of deliverables
- Communication plan
- System access to receive alerts. Expected to be delivered as part of Phase 1
- Planned coordination for eventual integration into the State's ATMS. Delivered as part of Phase 2 through the vendor API or data feed
- State and TMC staff training
- Access to reports including search capabilities
- Ongoing project management and support
- Process for long-term improvements, support, and system enhancements

A.6. Video Analytics Project Phases.

The anticipated phases for Video Analytics shall be as follows:

A.6.a. Phase 1: Stand Alone Vendor Specific Solution with SSO

The Contractor shall be required to deliver, independent of any other software integrations, integration of the System with the State's Azure Active Directory Seamless single sign-on (SSO) for ability to adjust settings, notifications, and permissions.

A.6.b. Phase 2: State ATMS integration via the vendor API or data feed

The Contractor shall be required to cooperate with the State ATMS provider for full integration into the ATMS alerts and rules engine. A type of Software Development Kit (SDK) and/or API integration into the ATMS shall be utilized with approval from the State at an agreed upon time. At a minimum, the following information shall be made available via the Contractor SDK or API:

- Alert location (expected to be different than the camera location).
- Direction of travel
- Alert type (e.g., stalled vehicle, debris, wrong way driver, etc.)
- Camera ID generating the alert
- Timestamp the alert was first generated

The Contractor shall be required to work with the ATMS team to find the best technical approach to:

- Efficiently integrate the system alerts into the ATMS alert or event manager.
- Provide immediate access to the video feed so a TOC operator can verify the alert in a fashion that does not create a record on State's servers.
- Allow the TOC Operator to indicate if the record was a false alarm.
- Providing non-duplicative reports.
- Making the system user friendly.

- A.6.c. The Contractor shall develop an interface that supports the ability to detect:
- Average traffic speeds from traffic video data
 - Low visibility conditions from traffic video data
 - High or excessive traffic speeds from traffic video data
 - End of queue alerts from traffic video data
- A.6.d. The System shall have search or filtering capability for previous alert record details to be viewed (date, time, location).
- A.6.e. Reports shall be made available in a BI dashboard. The BI dashboard(s) shall cover all reporting requirements listed in A.4.
- A.7. Test Plan. The Contractor shall generate and deliver a comprehensive test plan covering internal testing prior to testing at a mutually agreeable date after the contract is awarded. End-to-end interface testing, and user acceptance test, to be reviewed and approved by the appropriate State subject matter experts.
- A.7.a. The Contractor shall establish and maintain a complete and separate test environment that mirrors the production environment. The test environment shall be accessible to the State Users and the Contractor. The test environment shall be utilized for all acceptance testing prior to release of any module functionality, new features, bug fixes and enhancements.
- A.7.b. The Contractor shall have an internal test procedure approved by the State prior to testing at a mutually agreeable date after the contract is awarded. The internal test procedure shall include a requirements matrix for all developed processes, including testing for all business rules, options, interfaces and constraints; and shall include the expected results for each process. Prior to Contractor testing, the Contractor shall coordinate with the State to ensure the Contractor-approved internal test procedure is reviewed and approved. The Contractor approved internal test procedure and the Contractor test results shall be provided to the State prior to the delivery of the software component to the State for user acceptance testing.
- A.8. User Interface. The Contractor shall provide a user interface through which users and administrators can access all system functionality. The system shall be fully web based and operational on modern version(s) of publicly available browsers.
- A.8.a. The Contractor shall provide a user authentication with different levels of access to the system. At a minimum, the Contractor shall include the levels of access specified in Section A.3.a.6. above.
- A.8.b. The Contractor shall provide a user-friendly, standardized method to manage installation and periodic update of each user interface. The system shall have a common look and feel across all modules including consistent function keys, screen naming functions, navigation patterns, menus, and style sheets.
- A.9. Documentation. The Contractor shall provide thorough documentation for the existing solution and any software updates deployed as part or in support of the system and delivered in electronic formats, including editable version(s) of Microsoft Suite or other native editable applications and PDFs. Complete documentation of all enhancements or revisions shall be provided with new releases of software. Documentation shall describe in a user-friendly manner, what State Users

needs to know to understand each level on which the software operates. The documentation shall specifically include documentation of the database, including Data entity and attribute definitions, table and field names, data type, data sizes, business rules and entity-relationships diagrams that depict all relationships between tables and fields in the database using industry and State standards. The documentation shall include at a minimum:

- i. Architecture and support
- ii. Operations manuals for all user roles
- iii. Databases

- A.10. 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 shall 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.11. Inspection and Acceptance. The State shall have the right to inspect all goods or services provided by Contractor under this Contract. If, upon inspection, the State determines that the goods or services are Defective, the State shall notify Contractor, and Contractor shall re-deliver the goods or provide the services at no additional cost to the State. If after a period of thirty (30) days following delivery of goods or performance of services the State does not provide a notice of any Defects, the goods or services shall be deemed to have been accepted by the State.

- A.12. Change Orders. The State may, at its sole discretion and with written notice to the Contractor, request changes in the Scope that are necessary but were inadvertently unspecified in this Contract.

- a. Change Order Creation— After receipt of a written request for additional services from the State, the Contractor shall respond to the State, within a maximum of ten (10) business days, with a written proposal for completing the service. Contractor’s proposal must specify:

- (1) the effect, if any, of implementing the requested change(s) on all other services required under this Contract;
- (2) the specific effort involved in completing the change(s);
- (3) the expected schedule for completing the change(s);

- (4) the maximum number of person hours required for the change(s); and
- (5) the maximum cost for the change(s)— this maximum cost shall in no instance exceed the product of the person hours required multiplied by the appropriate payment rate proposed for such work.

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

- b. Change Order Performance— Subsequent to creation of a Change Order, the Contractor shall complete the required services. The State will be the sole judge of the acceptable completion of work and, upon such determination, shall provide the Contractor written approval.
- c. Change Order Remuneration— The State will remunerate the Contractor only for acceptable work. All acceptable work performed pursuant to an approved Change Order, without a formal amendment of this Contract, shall be remunerated in accordance with and further limited by Contract Section C.3.c., PROVIDED THAT, the State shall be liable to the Contractor only for the cost of the actual goods or services provided to complete the necessary work, not to exceed the maximum cost for the change detailed in the Change Order. In no instance shall the State be liable to the Contractor for any amount exceeding the maximum cost specified by the Change Order authorizing the goods or services. Upon State approval of the work, the Contractor shall invoice the State in accordance with the relevant provisions of this Contract.

A.13. Transition Prior to Expiration or Termination of the Contract.

- a. Preliminary Transition of Services Plan. During the Initial Implementation, the Contractor shall create and deliver to the State, in writing, a mutually agreeable preliminary transition plan ("Preliminary Transition Plan").
 - 1) The Preliminary Transition Plan shall provide for the Contractor to reasonably assist the State in the migration of all State Data described and the transition of all of the Services defined in Scope Section A of this Contract, or any portion thereof as the State may reasonably require, and to a State-selected supplier or service provider and/or to a State-selected software solution (hereinafter "Service Provider") on or prior to the end of the Term, renewal option or extension as defined in Section B, or upon termination of this Contract pursuant to Sections D.4., D.5. or D.6. (the "Transition" or "Transition of Services").
 - 2) The Preliminary Transition Plan shall:
 - i. Define a mutually agreeable data format for the State (or Service Provider) to receive the State Data held by the Contractor during the contract Term,
 - ii. Facilitate communication between the parties regarding Transition Services,
 - iii. Provide for the Contractor to reasonably assist the State in anticipating and mitigating potential risks or problems that may affect the Transition based on the Contractor's prior data migration experience (technical glitches, data breaches, etc.)
 - iv. Include any data deliverables,
 - v. Outline the anticipated scope of the Transition Services; the efforts and responsibilities of all stakeholders required to Transition and securely migrate

the Services to the new Service Provider with minimal disruption and downtime such as, for example, minimal Contractor staffing to assist with contingencies and unexpected situations which could arise during the Transition,

- vi. Provide for the Contractor to reasonably cooperate with the State to verify, validate, and close the Transition process.
- b. Final Transition Services Plan. Upon notice by the State, or not less than one year prior to the end of the Term, the Contractor shall review the Preliminary Transition Plan and finalize the specific details related to the Transition of Services to the new Service Provider. The final transition plan shall be defined through a Change Order as described in Section **A.12** (the "Final Transition Plan").
- c. Transition Timeline. The Contractor shall work with the State and mutually define the timeline for all Transition activities described in the Final Transition Plan such that the Transition and migration of all State Data shall occur no later than the expiration date of the Term or on a mutually agreed upon date prior to the expiration date of the Term.
- d. Reliability of Services During Transition. The Contractor shall ensure there is no unscheduled interruption of the Services or reduction in the reliability of the Services as required by Section **A.3.a.4**, during the execution of the Transition.
- e. Most Current Data. The Contractor shall ensure the Final Transition Plan includes delivering to the State or the State's new Service Provider, as required by the State, the most current version of the State's Data in a format determined by the State.
- f. Execution of the Transition. The Contractor shall:
 - 1) Deliver each of the milestones and Data described in the Final Transition Plan on time.
 - 2) Hold briefings on the status of the Transition and comprehensive nature of all items and data handed over.
 - 3) Complete knowledge transfer of the Services to the State or new Service Provider(s) by introducing the State staff and new Service Provider to all relevant information and training developed during the Term of the Contract to allow the State or new Service Provider to leverage all systems, tools, and services, as required (i.e. cloud licenses, if applicable).
 - 4) Where applicable, identify and complete the transfer to the State for the remainder of the Term the relevant license of all hardware, software, and other licenses used in the provisioning and delivering of the Services.
 - 5) Participate in and/or manage regularly scheduled and ad hoc meetings, as well as other communications during the Transition to address issues that may affect how each of the stakeholders perform their responsibilities in relation to the Transition Plan.
- g. Period of Performance of Transition Services. Contractor shall provide Transition Services pursuant to the Final Transition Plan:
 - 1. Contractor shall meet with the State as reasonably required to finalize the Final Transition Plan and Transition Timeline as soon as the new Service Provider is selected by the State and no less than one (1) year prior to the expiration date of the Term (or a date mutually agreed upon by the parties in writing) such that the Transition and migration of data shall be completed prior to the expiration date of the Term pursuant to Contract Section B where no notice is required, or

2. Contractor shall promptly assist the State with the Transition to an alternate Service Provider pursuant to the Final Transition Plan starting no later than thirty (30) days prior to the termination date described in a termination notice pursuant to Section D.5., or
 3. Five (5) business days after the notice of termination of this Contract for Cause pursuant to Section D.6. and
 4. Ending no later than ninety (90) days after termination of this Agreement pursuant to Sections D.5. or D.6. unless the State issues written notice of an earlier end-date to the Transition Services.
 5. The State shall provide written notice of the successful completion of the Transition to the Contact person named in Section D.2. Electronic mail shall suffice for such notice. The State shall not be responsible for payment of any Services provided on after the date of notice of successful completion of the Transition.
- h. The Services provided by this Contract are considered “mission critical” for the State, so to prevent public safety issues which could be caused by an interruption of the Services, Contractor shall reasonably cooperate with the State and the new Service Provider to execute the Final Transition Plan. Contractor shall not refuse or delay Transition Services under any circumstances, including, without limitation, the State’s material breach of this Contract. Any Termination of the Contract shall not otherwise limit any of either party’s rights or remedies either in law or in equity or relieve either party of any obligation incurred prior to the effective date of such Termination.
- i. State Data Retention. Provider may not destroy State Data as required by Contract Section E.7.a.6. without the State’s prior written consent until 30 (thirty) days after the State provides notice of the successful Transition to the new Services Provider. All requirements of this Contract shall remain in effect until the State provides written notice of successful completion of the Transition as detailed in Section above, and Contractor returns or destroys all State data pursuant to Section E.7.a.6.
- j. Licensed Products. If this Contract includes Contractor’s provision of licensed products, Contractor agrees that, without the express prior consent of the State, no action shall be taken by Contractor to restrict or terminate the use of such licensed products after the date of expiration or termination of the Contract and/or during any Transition Period in which Contractor is contractually committed to work with the State or any Authorized User. The State agrees to pay for reasonable additional maintenance or licensing fees during any Transition Period at the rate described in the applicable Change Order (see Contract Sections A.12. and E.7.). Contractor shall provide all reasonable assistance as requested by the State or such Authorized User to allow for the expired or terminated portion of the Services to continue without interruption or adverse effect, and to facilitate the orderly transfer of such Services to the new Service Provider. Such transition assistance shall be deemed by the parties to be governed by the terms and conditions of this Contract, except for those terms or conditions that do not reasonably apply to such transition assistance. Further, any period of transition shall not affect the State’s or any Authorized User’s rights in regard to any purchased software perpetual licenses which are paid in full.
- A.14. Additional State Policies and Standards. All Contractors shall review and reference State Policies for more information regarding processes such as submitting and evaluating projects procured under this contract as follows:
- a. State Policies, Standards and Computing Environment can be found on the state Web site at: <http://tn.gov/generalservices/>

- b. The Contractor shall comply with the State of Tennessee's Enterprise Information Security Policies as amended periodically; the document is found at the following URL: <https://www.tn.gov/finance/strategic-technology-solutions.html>
- c. The Contractor shall comply with the State of Tennessee's Procurement Policies and Procedures found at the following URL: <https://www.tn.gov/generalservices/procurement.html>

B. TERM OF CONTRACT:

- B.1. This Contract shall be effective on [Date] ("Effective Date") and extend for a period of thirty-six (36) months after the Effective Date ("Term"). The State shall have no obligation for goods or services provided by the Contractor prior to the Effective Date.
- B.2. Renewal Options. This Contract may be renewed upon satisfactory completion of the Term. The State reserves the right to execute up to two (2) renewal options under the same terms and conditions for a period not to exceed twelve (12) months each by the State, at the State's sole option. In no event, however, shall the maximum Term, including all renewals or extensions, exceed a total of sixty (60) months.

C. PAYMENT TERMS AND CONDITIONS:

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

Table C.3.b.1.

Goods or Services Description	Amount (per compensable increment (% of Total Price of Implementation Phase) Subject to State Written Approval)
Video Analytics Solution Total Implementation Price	\$ _____

Deliverable 1: Implementation Plan and Schedule approved by the State in Accordance with Contract Sections A.5.	10%
Deliverable 2: a. Test Environment Fully Established to Mirror Production Environment in Accordance with Contract Section A.7. b. Successful Completion of Testing of System Functional Requirements in accordance with Contract Sections A.3, A.4, A.6 and A.8.	30%
Deliverable 3: a. Documentation established and delivered to the State in Accordance with Contract Section A.9. b. Successful Completion of Video Analytics Solution Training.	40%
Deliverable 4: Successful Production Go-Live (Compensation shall be made only after a full 60-day period with no Defects or System Errors)	20%

Table C.3.b.2.

Post – Implementation Total Cost:	\$ _____
Video Analytics Solution License, Hosting, Support and Maintenance Year 1 - Includes 100 users (Note: Actual First year licensing payment shall be prorated from the date of deliverables 1-4 are completed to one year from the Effective Date of this Contract.)	\$ _____ /Month
Video Analytics Solution License, Hosting, Support and Maintenance Year 2 - Includes 100 users	\$ _____ /Month
Video Analytics Solution License, Hosting, Support and Maintenance Year 3 - Includes 100 users	\$ _____ /Month
Video Analytics Solution License, Hosting, Support and Maintenance Year 4 – Option (Includes 100 users)	\$ _____ /Month
Video Analytics Solution License, Hosting, Support and Maintenance Year 5 – Option (Includes 100 users)	\$ _____ /Month

Table C.3.b.3.

Licenses Cost for Additional 25 users:	\$ _____ /Month
Licenses Cost for Additional Cameras (added to the existing number currently deployed):	
1 License	\$ _____ /Month
5 Licenses	\$ _____ /Month
10+ Licenses	\$ _____ /Month

- c. **Change Order Compensation.** The Contractor shall be compensated for changes requested and performed pursuant to Contract Section A.12., without a formal amendment of this Contract based upon the payment rates detailed in the Table C.3.c.1. below PROVIDED THAT:
- (1) Compensation to the Contractor for “change order(s)” not issued for A.13.b., not related to the Final Transition Services Plan, shall not exceed FIVE PERCENT (5%) of the sum of milestone payment rates detailed in Section C.3.b.1., above.
 - (2) Compensation to the Contractor for all Change Orders issued for the Final Transition Services Plan under Section A.13.b. shall not exceed \$NUMBER which is ten percent (10 %) of the sum of the Implementation Total Cost in Table C.3.b.1 above AND the Post-Implementation Total Cost in Table C.3.b.2 above.
 - (3) If, at any point during the Term, the State determines that the cost of necessary “change order” work would exceed said maximum amount in C.3.c.(1) OR C.3.c.(2), the State may amend this Contract to address the need.

Table C.3.c.1.

Job Classification (See Attachment B for Job Descriptions)	Year 1	Year 2	Year 3	Year 4	Year 5
	Hourly Rate	Hourly Rate	Hourly Rate	Hourly Rate	Hourly Rate
Jr. Developer	\$	\$	\$	\$	\$
Sr. Developer	\$	\$	\$	\$	\$
Jr. Architect	\$	\$	\$	\$	\$
Sr. Architect	\$	\$	\$	\$	\$
Project Manager	\$	\$	\$	\$	\$
Sr. Project Manager	\$	\$	\$	\$	\$
Business Analyst	\$	\$	\$	\$	\$
Technical Writer	\$	\$	\$	\$	\$

- C.4. **Travel Compensation.** The Contractor shall not be compensated or reimbursed for travel time, travel expenses, meals, or lodging.
- C.5. **Invoice Requirements.** The Contractor shall invoice the State only for goods delivered and accepted by the State or services satisfactorily provided at the amounts stipulated in Section C.3., above. Contractor shall submit invoices and necessary supporting documentation, no more frequently than once a month, and no later than thirty (30) days after goods or services have been provided to the following address:

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

- a. Each invoice, on Contractor’s letterhead, shall clearly and accurately detail all of the following information (calculations must be extended and totaled correctly):
 - (1) Invoice number (assigned by the Contractor);
 - (2) Invoice date;
 - (3) Contract number (assigned by the State);

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

b. Contractor's invoices shall:

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

c. The timeframe for payment (or any discounts) begins only when the State is in receipt of an invoice that meets the minimum requirements of this Section C.5.

- C.6. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any payment, invoice, or other matter. A payment by the State shall not be construed as acceptance of goods delivered, any part of the services provided, or as approval of any amount invoiced.
- C.7. Invoice Reductions. The Contractor's invoice shall be subject to reduction for amounts included in any invoice or payment that is determined by the State, on the basis of audits conducted in accordance with the terms of this Contract, to not constitute proper compensation for goods delivered or services provided.
- C.8. Deductions. The State reserves the right to deduct from amounts, which are or shall become due and payable to the Contractor under this or any contract between the Contractor and the State of Tennessee, any amounts that are or shall become due and payable to the State of Tennessee by the Contractor.
- C.9. Prerequisite Documentation. The Contractor shall not invoice the State under this Contract until the State has received the following, properly completed documentation.
- a. The Contractor shall complete, sign, and present to the State the "Authorization Agreement for Automatic Deposit Form" provided by the State. By doing so, the Contractor acknowledges and agrees that, once this form is received by the State, payments to the Contractor, under this or any other contract the Contractor has with the State of Tennessee, may be made by ACH; and

- b. The Contractor shall complete, sign, and return to the State the State-provided W-9 form. The taxpayer identification number on the W-9 form must be the same as the Contractor's Federal Employer Identification Number or Social Security Number referenced in the Contractor's Edison registration information.

D. MANDATORY TERMS AND CONDITIONS:

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

The State:

Joshua Brown, Director
Traffic Operations Division
James K. Polk Building, 8th Floor
505 Deaderick Street, Nashville, TN 372430
joshua.brown@tn.gov
Telephone # (615) 253-8813

Alternate Contacts (CC on all Communications):

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

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

The Contractor:

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

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

- D.3. Modification and Amendment. This Contract may be modified only by a written amendment signed by all Parties and approved by all applicable State officials.

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

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

- D.9. Nondiscrimination. The Contractor hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the Contractor on the grounds of handicap or disability, age, race, creed, color, religion, sex, national origin, or any other classification protected by federal or state law. The Contractor shall, upon request, show proof of

nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

- D.10. Prohibition of Illegal Immigrants. The requirements of Tenn. Code Ann. § 12-3-309 addressing the use of illegal immigrants in the performance of any contract to supply goods or services to the state of Tennessee, shall be a material provision of this Contract, a breach of which shall be grounds for monetary and other penalties, up to and including termination of this Contract.
- a. The Contractor agrees that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this Contract. The Contractor shall reaffirm this attestation by submitting to the State a completed Attestation (accessible through the Edison Supplier Portal) and included at Attachment A, semi-annually during the Term. If the Contractor is a party to more than one contract with the State, the Contractor may submit one attestation that applies to all contracts with the State. All Contractor attestations shall be maintained by the Contractor and made available to State officials upon request.
 - b. Prior to the use of any subcontractor in the performance of this Contract, and semi-annually thereafter, during the Term, the Contractor shall obtain and retain a current, written attestation that the subcontractor shall not knowingly utilize the services of an illegal immigrant to perform work under this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant to perform work under this Contract. Attestations obtained from subcontractors shall be maintained by the Contractor and made available to State officials upon request.
 - c. The Contractor shall maintain records for all personnel used in the performance of this Contract. Contractor's records shall be subject to review and random inspection at any reasonable time upon reasonable notice by the State.
 - d. The Contractor understands and agrees that failure to comply with this section will be subject to the sanctions of Tenn. Code Ann. § 12-3-309 for acts or omissions occurring after its effective date.
 - e. For purposes of this Contract, "illegal immigrant" shall be defined as any person who is not: (i) a United States citizen; (ii) a Lawful Permanent Resident; (iii) a person whose physical presence in the United States is authorized; (iv) allowed by the federal Department of Homeland Security and who, under federal immigration laws or regulations, is authorized to be employed in the U.S.; or (v) is otherwise authorized to provide services under the Contract.
- D.11. Records. The Contractor shall maintain documentation for all charges under this Contract. The books, records, and documents of the Contractor, for work performed or money received under this Contract, shall be maintained for a period of five (5) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the State, the Comptroller of the Treasury, or their duly appointed representatives. The financial statements shall be prepared in accordance with generally accepted accounting principles.
- D.12. Monitoring. The Contractor's activities conducted and records maintained pursuant to this Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.13. Progress Reports. The Contractor shall submit brief, periodic, progress reports to the State as requested.

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

In the event of any suit or claim, the Parties shall give each other immediate notice and provide all necessary assistance to respond. The failure of the State to give notice shall only relieve the Contractor of its obligations under this Section to the extent that the Contractor can demonstrate actual prejudice arising from the failure to give notice. This Section shall not grant the Contractor,

through its attorneys, the right to represent the State in any legal matter, as the right to represent the State is governed by Tenn. Code Ann. § 8-6-106.

- D.20. HIPAA Compliance. The State and Contractor shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), Health Information Technology for Economic and Clinical Health (“HITECH”) Act and any other relevant laws and regulations regarding privacy (collectively the “Privacy Rules”). The obligations set forth in this Section shall survive the termination of this Contract.
- a. Contractor warrants to the State that it is familiar with the requirements of the Privacy Rules, and will comply with all applicable requirements in the course of this Contract.
 - b. Contractor warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of the Contract so that both parties will be in compliance with the Privacy Rules.
 - c. The State and the Contractor will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably necessary to keep the State and Contractor in compliance with the Privacy Rules. This provision shall not apply if information received or delivered by the parties under this Contract is NOT “protected health information” as defined by the Privacy Rules, or if the Privacy Rules permit the parties to receive or deliver the information without entering into a business associate agreement or signing another document.
 - d. The Contractor will indemnify the State and hold it harmless for any violation by the Contractor or its subcontractors of the Privacy Rules. This includes the costs of responding to a breach of protected health information, the costs of responding to a government enforcement action related to the breach, and any fines, penalties, or damages paid by the State because of the violation.
- D.21. Tennessee Consolidated Retirement System. Subject to statutory exceptions contained in Tenn. Code Ann. §§ 8-36-801, *et seq.*, the law governing the Tennessee Consolidated Retirement System (“TCRS”), provides that if a retired member of TCRS, or of any superseded system administered by TCRS, or of any local retirement fund established under Tenn. Code Ann. §§ 8-35-101, *et seq.*, accepts State employment, the member's retirement allowance is suspended during the period of the employment. Accordingly and notwithstanding any provision of this Contract to the contrary, the Contractor agrees that if it is later determined that the true nature of the working relationship between the Contractor and the State under this Contract is that of “employee/employer” and not that of an independent contractor, the Contractor, if a retired member of TCRS, may be required to repay to TCRS the amount of retirement benefits the Contractor received from TCRS during the Term.
- D.22. Tennessee Department of Revenue Registration. The Contractor shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 – 608. Compliance with applicable registration requirements is a material requirement of this Contract.
- D.23. Debarment and Suspension. The Contractor certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:
- a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;
 - b. have not within a three (3) year period preceding this Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offense in

connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;

- c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and
- d. have not within a three (3) year period preceding this Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

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

- D.24. Force Majeure. "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the Party except to the extent that the non-performing Party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing Party through the use of alternate sources, workaround plans or other means. A strike, lockout or labor dispute shall not excuse either Party from its obligations under this Contract. Except as set forth in this Section, any failure or delay by a Party in the performance of its obligations under this Contract arising from a Force Majeure Event is not a default under this Contract or grounds for termination. The non-performing Party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the Party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Contractor's representatives, suppliers, subcontractors, customers or business apart from this Contract is not a Force Majeure Event under this Contract. Contractor will promptly notify the State of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the State within one (1) day of the inception of the delay) that a Force Majeure Event has occurred, and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Contractor's performance longer than forty-eight (48) hours, the State may, upon notice to Contractor: (a) cease payment of the fees for the affected obligations until Contractor resumes performance of the affected obligations; or (b) immediately terminate this Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Contractor will not increase its charges under this Contract or charge the State any fees other than those provided for in this Contract as the result of a Force Majeure Event.
- D.25. State and Federal Compliance. The Contractor shall comply with all State and federal laws and regulations applicable to Contractor in the Contractor's performance of this Contract.
- D.26. Governing Law. This Contract shall be governed by and construed in accordance with the laws of the State of Tennessee, without regard to its conflict or choice of law rules. The Tennessee Claims Commission or the state or federal courts in Tennessee shall be the venue for all claims, disputes, or disagreements arising under this Contract. The Contractor acknowledges and agrees that any rights, claims, or remedies against the State of Tennessee or its employees arising under this Contract shall be subject to and limited to those rights and remedies available under Tenn. Code Ann. §§ 9-8-101 - 408.
- D.27. Entire Agreement. This Contract is complete and contains the entire understanding between the Parties relating to its subject matter, including all the terms and conditions of the Parties' agreement. This Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the Parties, whether written or oral.

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

To achieve the required coverage amounts, a combination of an otherwise deficient specific policy and an umbrella policy with an aggregate meeting or exceeding the required coverage amounts is acceptable. For example: If the required policy limit under this Contract is for two million dollars (\$2,000,000) in coverage, acceptable coverage would include a specific policy covering one million dollars (\$1,000,000) combined with an umbrella policy for an additional one million dollars (\$1,000,000). If the deficient underlying policy is for a coverage area without aggregate limits (generally Automobile Liability and Employers' Liability Accident), Contractor shall provide a copy of the umbrella insurance policy documents to ensure that no aggregate limit applies to the umbrella

policy for that coverage area. In the event that an umbrella policy is being provided to achieve any required coverage amounts, the umbrella policy shall be accompanied by an endorsement at least as broad as the Insurance Services Office, Inc. (also known as "ISO") "Noncontributory—Other Insurance Condition" endorsement or shall be written on a policy form that addresses both the primary and noncontributory basis of the umbrella policy if the State is otherwise named as an additional insured.

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

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

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

a. Commercial General Liability ("CGL") Insurance

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

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

b. Workers' Compensation and Employer Liability Insurance

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

c. Automobile Liability Insurance

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

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

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

- 2) Such coverage shall include data breach response expenses, in an amount not less than ten million dollars (\$10,000,000) and payable whether incurred by the State or Contractor, including but not limited to consumer notification, whether or not required by law, computer forensic investigations, public relations and crisis management firm fees, credit file or identity monitoring or remediation services and expenses in the performance of services for the State or on behalf of the State hereunder.

e. Crime Insurance

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

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

D.34. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law. All material and information, regardless of form, medium or method of communication, provided to the Contractor by the State or acquired by the Contractor on behalf of the State that is regarded as confidential under state or federal law shall be regarded as “Confidential Information.” Nothing in this Section shall permit Contractor to disclose any Confidential Information, regardless of whether it has been disclosed or made available to the Contractor due to intentional or negligent actions or inactions of agents of the State or third parties. Confidential Information shall not be disclosed except as required or permitted under state or federal law. Contractor shall take all necessary steps to safeguard the confidentiality of such material or information in conformance with applicable state and federal law.

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

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

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

E. SPECIAL TERMS AND CONDITIONS:

E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Contract, the special terms and conditions shall be subordinate to the Contract's other terms and conditions.

E.2. Contractor Commitment to Diversity. The Contractor shall comply with and make reasonable business efforts to exceed the commitment to diversity represented by the Contractor's Response to Solicitation #40100-51056 (Attachment A) and resulting in this Contract.

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

E.3. 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") as shown in Contract Attachment E, 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. Software License Warranty. Contractor grants a license to the State to use all software provided under this Contract in the course of the State's business and purposes.

E.5. Software Support and Maintenance Warranty. Contractor shall provide to the State all software upgrades, modifications, bug fixes, or other improvements in its software that it makes generally available to its customers.

E.6. Extraneous Terms and Conditions. Contractor shall fill all orders submitted by the State under this Contract. No purchase order, invoice, or other documents associated with any sales, orders, or supply of any good or service under this Contract shall contain any terms or conditions other than as set forth in the Contract. Any such extraneous terms and conditions shall be void, invalid and unenforceable against the State. Any refusal by Contractor to supply any goods or services under this Contract conditioned upon the State submitting to any extraneous terms and conditions shall be a material breach of the Contract and constitute an act of bad faith by Contractor.

E.7. Contractor Hosted Services Confidential Data, Audit, and Other Requirements

a. "Confidential State Data" is defined as data deemed confidential by State or Federal statute or regulation. The Contractor shall protect Confidential State Data as follows:

- (1) The Contractor shall ensure that all Confidential State Data is housed in the continental United States, inclusive of backup data.
- (2) The Contractor shall encrypt Confidential State Data at rest and in transit using the current version of Federal Information Processing Standard ("FIPS") 140-2 or 140-3 (current applicable version) validated encryption technologies. The State shall control all access to encryption keys. The Contractor shall provide installation and maintenance support at no cost to the State.
- (3) The Contractor and the Contractor's processing environment containing Confidential State Data shall either (1) be in accordance with at least one of the following security standards: (i) International Standards Organization ("ISO") 27001; (ii) Federal Risk and Authorization Management Program ("FedRAMP"); or (2) be subject to an annual engagement by a CPA firm in accordance with the standards of the American Institute of Certified Public Accountants ("AICPA") for a System and Organization Controls for service organizations ("SOC") Type II audit. The State shall approve the SOC audit control objectives. The Contractor shall provide proof of current ISO certification or FedRAMP authorization for the Contractor and Subcontractor(s), or provide the State with the Contractor's and Subcontractor's annual SOC Type II audit report within 30 days from when the CPA firm provides the audit report to the Contractor or Subcontractor. The Contractor shall submit corrective action plans to the State for any issues included in the audit report within 30 days after the CPA firm provides the audit report to the Contractor or Subcontractor.

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

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

- (4) The Contractor must annually perform Penetration Tests and Vulnerability Assessments against its Processing Environment. "Processing Environment" shall mean the combination of software and hardware on which the Application runs. "Application" shall mean the computer code that supports and accomplishes the State's requirements as set forth in this Contract. "Penetration Tests" shall be in the form of attacks on the Contractor's computer system, with the purpose of discovering security weaknesses which have the potential to gain access to the Processing Environment's features and data. The "Vulnerability Assessment" shall be designed and executed to define, identify, and classify the security holes (vulnerabilities) in the Processing Environment. The Contractor shall allow the State, at its option, to perform Penetration Tests and Vulnerability Assessments on the Processing Environment.
- (5) Contractor shall be certified to host, if applicable, Payment Card Industry ("PCI") data in accordance with the current version of PCI DSS ("Data Security Standard"), maintained by the PCI Security Standards Council.

- (6) 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.
- (7) 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: eight (8) 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: eight (8) 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.8. **Survival.** The terms, provisions, representations, and warranties contained in this Contract which by their sense and context are intended to survive the performance and termination of this Contract, shall so survive the completion of performance and termination of this Contract.
- E.9. **State Furnished Property.** The Contractor shall be responsible for the correct use, maintenance, and protection of all articles of nonexpendable, tangible personal property furnished by the State for the Contractor's use under this Contract. Upon termination of this Contract, all property furnished by the State shall be returned to the State in the same condition as when received, less ordinary wear and tear. Should the property be destroyed, lost, or stolen, the Contractor shall be responsible to the State for the fair market value of the property at the time of loss.
- E.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. **Additional Subcontracting Requirements.** Contractor shall ensure in all subcontracts between it and Contractor's State approved subcontractors that each subcontract shall contain the sections of "Confidentiality of Records", "HIPAA Compliance", and "Rule 2 Compliance" (as identified by the

section headings) as these may be modified from time to time. Notwithstanding any use of State approved subcontractors, the Contractor shall be the prime contractor and shall be responsible for all work performed by its subcontractors or other providers of goods or services.

- E.12. Americans with Disabilities Act. The Contractor must comply with the Americans with Disabilities Act (ADA) of 1990, as amended, including implementing regulations codified at 28 CFR Part 35 "Nondiscrimination on the Basis of Disability in State and Local Government Services" and at 28 CFR Part 36 "Nondiscrimination on the Basis of Disability in Public Accommodations and Commercial Facilities," and any other laws or regulations governing the provision of services to persons with a disability, as applicable. For more information, please visit the ADA website: <http://www.ada.gov>.

IN WITNESS WHEREOF,

CONTRACTOR LEGAL ENTITY NAME:

CONTRACTOR SIGNATURE

DATE

PRINTED NAME AND TITLE OF CONTRACTOR SIGNATORY (above)

TENNESSEE DEPARTMENT OF TRANSPORTATION:

HOWARD H. ELEY, COMMISSIONER

DATE

APPROVED AS TO FORM AND LEGALITY::

JOHN H. REINBOLD, GENERAL COUNSEL

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

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

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

CONTRACTOR SIGNATURE

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

PRINTED NAME AND TITLE OF SIGNATORY

DATE OF ATTESTATION

ATTACHMENT B**JOB TITLES AND DESCRIPTIONS**

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

ATTACHMENT C**STATE ARCHITECTURE GUIDELINES**

Hosted Solution – Commonly referred to as the cloud, these solutions will be on hardware and infrastructure not owned or managed by the State.

- Authentication – The State uses Microsoft Azure AD for authentication in the environment. Solutions shall leverage the state of Tennessee’s Azure AD for authentication.
- Application Communication - Solutions must have or create Web APIs for connectivity between them and other systems that the State deems necessary.
- Security Requirements - Solutions follow the state of Tennessee’s EISP found here: [Enterprise-Information-Security-Policies-v2-3-ISO-27002-12-21-2018-Internal-FINAL- with-Sigs \(tn.gov\)](#)
- Data Portability – The State is the ultimate owner of all data uploaded to and/or created within any hosted solution. The vendor will port that data in its entirety to common technical standards upon request from the State.

Data Security Guidelines

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

Geospatial Guidelines

- Geospatial Data Web Services - All geospatial data web services must be made available in Open Geospatial Consortium (OGC) standards. Often the data services listed below are available in conjunction with a proprietary type of service. The use of a proprietary service type is acceptable as long as it offers the required standard service type inherently as part of the service. Both services occur from a single point and read the same data. The three most common standards are referenced below.

Reference:

<http://www.opengeospatial.org/standards>

- Web Map Service (WMS) -This OGC standard is for accessing map images from a spatial dataset(s). The images can be returned as JPG, PNG, etc. and displayed in a browser. This is basically a static picture of dynamic data. This type of service great for a visual reference layer, but it cannot be used for analysis or editing.
- Web Map Tile Service (WMTS) - This OGC standard is for accessing cached tile images from spatial datasets. Unlike WMS, images retrieved from the service are from a static cache. This service type generally has better performance than WMS.
- Web Feature Service (WFS) - This is an Open Geospatial Consortium (OGC) standard for accessing the data records from a spatial dataset(s). This service allows for access to features for query, creation, update and deletion. This service is capable of be utilized for spatial analysis.

- Geospatial Basemaps - All applications containing a mapping element developed or purchased for use by the State will be compatible with the following formats: Web Map Tile Service (WMTS) and ESRI ArcGIS Tiled Map Service.
- Geospatial Data Formats - Enterprise Geodatabase (Oracle SDO_GEOMETRY) - All spatial data stored in the Enterprise Geodatabase will be stored in Oracle SDO (Spatial Data Object) Geometry. This enables the use of Oracle Spatial tools and utilities at the database level. The format is also vendor neutral allowing it to be utilized by various GIS and data manipulation software.

Reference:

<https://docs.oracle.com/database/121/SPATL/toc.htm>

- Data Deliverables - ESRI File Geodatabase is a single user proprietary geodatabase format created by ESRI. Data in this format is normally imported into the Oracle Enterprise Geodatabase. Any data that is not able to be imported for some reason is made available in this format on a shared file server.

Reference:

<http://desktop.arcgis.com/en/arcmap/10.3/manage-data/geodatabases/what-is-a-geodatabase.htm>

Security Guidelines

Transportation Equity Act 1998 (TEA-21)

Congress passed the Transportation Equity Act for the 21st Century (TEA-21) to address the need to begin to work toward regionally integrated transportation systems. In January 2001, FHWA published a rule (ITS Architecture and Standards) and FTA published a companion policy to implement section 5206(e) of TEA-21. This Rule/Policy seeks to foster regional integration by requiring that all ITS projects funded from the Highway Trust Fund be in conformance with the National ITS Architecture and appropriate standards. "Conformance with the National ITS Architecture" is defined in the final Rule/Policy as using the National ITS Architecture to develop a "regional ITS architecture" that would be tailored to address the local situation and ITS investment needs, and the subsequent adherence of ITS projects to the regional ITS architecture. See Appendix A.

Federal Highway Administration (FHWA) ITS Architecture Guidance

This document is a guide for transportation professionals who are involved in the development, use, or maintenance of regional ITS architectures. The document describes a process for creating a regional ITS architecture with supporting examples of each architecture product. In its discussion of the uses of the regional ITS architecture, the document presents an approach for mainstreaming ITS into the transportation planning and project development processes.

Federal Automated Vehicle Policy ITS

United States Department of Transportation, National Highway Traffic Safety Administration (NHTSA) has placed a Federal policy concerning automated Vehicles and Intelligent Traffic Systems. For the last 50 years, the U.S. Department of Transportation (DOT) has been committed to saving lives and improving safety and efficiency in every way Americans move—by planes, trains, automobiles, bicycles, foot, and more. DOT, through the National Highway Traffic Safety Administration (NHTSA), has carried out that mission on U.S. roadways in part by consistently embracing new technologies that make driving, riding, biking, and walking safer. Twentieth century automobile technologies (such as seat belts, air bags, child

seats, and antilock brakes)—developed in the private sector and brought to the nation’s driving public through NHTSA’s safety programs and regulatory authority—are responsible for saving hundreds of thousands of lives. Today, the automobile industry is on the cusp of a technological transformation that holds promise to catalyze an unprecedented advance in safety on U.S. roads and highways. The development of advanced automated vehicle safety technologies, including fully self-driving cars, may prove to be the greatest personal transportation revolution since the popularization of the personal automobile nearly a century ago.

SSL Secured Socket Layer

The SSL VPN feature (also known as WebVPN) provides support, in Cisco IOS software, for remote user access to enterprise networks from anywhere on the Internet. Remote access is provided through a Secure Socket Layer- (SSL-) enabled SSL VPN gateway. The SSL VPN gateway allows remote users to establish a secure Virtual Private Network (VPN) tunnel using a web browser. This feature provides a comprehensive solution that allows easy access to a broad range of web resources and web-enabled applications using native HTTP over SSL (HTTPS) browser support. SSL VPN delivers three modes of SSL VPN access: clientless, thin-client, and full-tunnel client support. Note The Cisco AnyConnect VPN Client is introduced in Cisco IOS Release 12.4(15)T. This feature is the next-generation SSL VPN Client. If you are using Cisco software before Cisco IOS Release 12.4(15)T, you should be using SSL VPN Client and see GUI for the SSL VPN Client when you are web browsing. However, if you are using Cisco software Release 12.4(15)T or later, you should be using Cisco AnyConnect VPN Client and see GUI for Cisco AnyConnect VPN Client when you are web browsing.

Strong authentication, message privacy, and integrity

TLS/SSL can help to secure transmitted data using encryption. TLS/SSL also authenticates servers and, optionally, authenticates clients to prove the identities of parties engaged in secure communication. It also provides data integrity through an integrity check value. In addition to protecting against data disclosure, the TLS/SSL security protocol can be used to help protect against masquerade attacks, man-in-the-middle or bucket brigade attacks, rollback attacks, and replay attacks.

FISMA Compliance

The Federal Information Security Management Act of 2002, known as FISMA, is typically thought to apply only to government organizations. However, contractors and vendors that provide services to, manage systems on behalf of, or maintain close relationships with a government agency may be held to similar standards. This includes States that receive Federal funding. Staying on the right side of FISMA auditors is a matter of common sense and solid security best practices.

Commonsense steps the State will take to prepare for a FISMA audit.

1. FISMA's original purpose is to provide a comprehensive framework for ensuring the effectiveness of information security controls.
2. Must complete annual risk assessments.
3. Appoint computer and data security managers, technicians, and officers.
4. Implement a written plan and a budget.
5. Embrace reporting. FISMA requires annual reporting for government agencies.
6. System and data monitoring is mandatory.
8. Establish vulnerability and penetration test controls and be able to prove the State did so.
 - Thoroughly evaluate the controls;
 - Retain evidence of evaluation and findings; and
 - Implement a process to remediate findings.
9. Establish a product approval list (Certificate of Networkiness (CoN)) for hardware and software security compliance of Computer Systems. The State Active ITS Standards and Guidelines for FISMA Compliance:
 - FIPS -Federal Information Processing Standards

- FIPS 199 –Standards for Security Categorization
- FIPS 200 –Minimum Security Requirements
- NITS 800 Special Publications
 - SP 800-18 –Guide for System Security Plan development
 - SP 800-30–Guide for Conducting Risk Assessments
 - SP 800-34 –Guide for Contingency Plan development
 - SP 800-37–Guide for Applying the Risk Management Framework
 - SP 800-39–Managing Information Security Risk
 - SP 800-53/53A–Security controls catalog/assessment procedures
 - SP 800-60 –Mapping Information Types to Security Categories
 - SP 800-128 –Security-focused Configuration Management
 - SP 800-137 –Information Security Continuous Monitoring

AntiVirus Policy

The State Cyber Security recognizes that every endpoint is a launch pad for a cyber-attack. The State security recommends Symantec Endpoint Protection version 12.1 or higher (STS State Approved). Symantec multi-layered endpoint protection provides everything from file reputation and behavioral analysis to advanced machine learning. All computers connected to the Tennessee Active ITS network and the State domain must have anti-virus to ensure effective virus detection and prevention. All computers must have standard, supported anti-virus software installed and scheduled to run at regular intervals. In addition, the anti-virus software and the virus pattern files must be kept up-to-date (files not updated that are 5 days old will be ISE-ed if plugged in to the network). Virus-infected computers must be removed from the network and placed in a quarantined VLAN until they are verified as virus-free.

Approved anti-virus Software:

- McAfee – Industry Rated 4.9 out of 5.0
- Symantec – Industry Rating 4.7 out of 5.0
- Bitdefender – Industry Rated 4.6 out of 5.0
- AVG – Industry Rated 4.5 out of 5.0
- Kaspersky – Industry Rated 4.5 out of 5.0

Cellular Communication via Verizon Network

The networks run by cellular providers are not being used just for cell phones anymore. Today's 3G and 4G networks also provide wireless connections for laptops and even desktop systems via GSM or CDMA modems, cards and built-in chips, or by connecting to a mobile hotspot device such as the MiFi. Included in these capabilities is tethering. End users tether their computer to a cell phone to use its Internet connection, either via a USB cable or “mobile hotspot” capabilities built into the phone. Cellular users access the network via radio signals between their devices and the cellular towers. This wireless network is also connected to the core network, which is a wired network. The wired core network connects to the Public Switched Telephone Network (PSTN) for making voice calls to landlines. The core network also connects to the Internet, using protocol gateways and multiprotocol mobility managers, for sending data to and receiving data from other data networks. The core network uses service nodes, which are servers, to store data such as subscriber information. Wireless communications are inherently more difficult to secure than wired transmissions. When signals go through the airwaves, it's easier to intercept wireless connections because one does not have to physically tap into a line. Anyone with a transmitter/receiver can capture the signals. Since it's difficult or impossible to prevent the interception of the signals, the key to securing a wireless network is encrypting those signals so that they will be useless to any unauthorized party who does intercept them. Attacks can travel from the Internet through the gateways and infiltrate the core network. These include DoS attacks and SMS (text) spam. Because it is connected to the Internet through the core network, the PSTN's security cannot be assured, either. The PSTN was designed as a closed network and so did not include security mechanisms designed to protect from the types of threats that can come in from the Internet.

The State Active ITS Security best practices on a cellular networks:

- Each provider has its own security policies regarding physical security of the servers and remote access to those servers. When selecting a service provider, ask and review provider security policies with qualified security personnel.
- use strong cipher keys to encrypt the signals. Two way authentication is used to prevent the use of cloned cellular devices. 3G networks are still vulnerable to Denial of Service (DoS) attacks. Before selecting product, determine if strong encryption is provided.
- MAPSec (Mobile Application Part Security) protocol provides security for the application layer protocol that is used for exchanging information that is specific to a subscriber and authentication information.
- IPSec is also used on the core network to protect communications in transit between service nodes. However, use of MAPSec and IPSec is optional and up to the service provider.
- Make sure the SS7 protocols are not used. SS7 uses plaintext and excludes authentication.
- Does the cellular device provide event and security logging to include reports.

Here are some standard precautions to take with cellular devices:

- Ensure that your 3G/4G device – whether a USB modem, a MiFi device, a card or a smart phone – has all available updates installed to address vulnerabilities in the firmware or software.
- Have a firewall installed and properly configured on the host device to include anti-virus and antimalware software installed and turned on.
- Always use strong passwords or multi factor authentication .
- Must enable logging and alerting.
- For the wi-fi part of the connection, enable WPA2 encryption.
- On a mobile hotspot device such as the MiFi or Sprint's Overdrive, disable SSID broadcasting and disable the DHCP server.
- When using a mobile hotspot device or the mobile hotspot function your phone, which allows for multiple computers to use the 3G or 4G connection, monitor the hotspot software to be sure only devices you know about are connected.
- If the device allows you to set a maximum number of users, set this to 1 if you are going to be the only one connecting to the device.
- Change the default administrative passwords on your 3G/4G devices.
- If your 3G/4G device supports MAC filtering, enable it and create a whitelist of the physical addresses of devices (such as your laptop) that you want to be able to use the 3G/4G network, and block all others.

Not surprisingly, the steps that an end-user needs to take when connected to a cellular network are much the same as best practices on any other network. The key here is that when you use a cellular Internet connection, you're subject to the same threats – malware, viruses, DoS attacks, intrusions – as with any other Internet connection. There are also vulnerabilities specific to the devices; for example, there were reports that the GPS on the 3G MiFi mobile hotspot could be enabled without the user's knowledge if you happen to visit the wrong malicious web site. The latest version of the MiFi, made for Verizon's LTE network, comes with the GPS chip deactivated.

It's also important for network admins to recognize the possibility that corporate users can pop a 3G or 4G card or modem into their laptops and access the Internet through a cellular network, bypassing corporate gateways, while also connected to the internal network over Ethernet. This can pose a threat to the internal

network, since the user can visit web sites or run protocols or applications that would be blocked by the corporate firewalls.

ATTACHMENT C - Continued**APPENDIX A TO STATE ARCHITECTURE GUIDELINES****SEC. 5206. Public Law 105-178
NATIONAL ARCHITECTURE AND STANDARDS.****(a) IN GENERAL.—**

(1) **DEVELOPMENT, IMPLEMENTATION, AND MAINTENANCE.**—Consistent with section 12(d) of the National Technology Transfer and Advancement Act of 1995 (15 U.S.C. 272 note; 110 Stat. 783), the Secretary shall develop, implement, and maintain a national architecture and supporting standards and protocols to promote the widespread use and evaluation of intelligent transportation system technology as a component of the surface transportation systems of the United States.

(2) **INTEROPERABILITY AND EFFICIENCY.**—To the maximum extent practicable, the national architecture shall promote interoperability among, and efficiency of, intelligent transportation system technologies implemented throughout the United States.

(3) **USE OF STANDARDS DEVELOPMENT ORGANIZATIONS.**—In carrying out this section, the Secretary may use the services of such standards development organizations as the Secretary determines to be appropriate.

(b) REPORT ON CRITICAL STANDARDS.—Not later than June 1, 1999, the Secretary shall submit a report to the Committee on Environment and Public Works of the Senate and the Committee on Transportation and Infrastructure and the Committee on Science of the House of Representatives identifying which standards are critical to ensuring national interoperability or critical to the development of other standards and specifying the status of the development of each standard identified.

(c) PROVISIONAL STANDARDS.—

(1) **IN GENERAL.**—If the Secretary finds that the development or balloting of an intelligent transportation system standard jeopardizes the timely achievement of the objectives identified in subsection (a), the Secretary may establish a provisional standard after consultation with affected parties, and using, to the extent practicable, the work product of appropriate standards development organizations.

(2) **CRITICAL STANDARDS.**—If a standard identified as critical in the report under subsection (b) is not adopted and published by the appropriate standards development organization by January 1, 2001, the Secretary shall establish a provisional standard after consultation with affected parties, and using, to the extent practicable, the work product of appropriate standards development organizations.

(3) **PERIOD OF EFFECTIVENESS.**—A provisional standard established under paragraph (1) or (2) shall be published in the Federal Register and remain in effect until the appropriate standards development organization adopts and publishes a standard.

(d) WAIVER OF REQUIREMENT TO ESTABLISH PROVISIONAL STANDARD.—

(1) **IN GENERAL.**—The Secretary may waive the requirement under subsection (c)(2) to establish a provisional standard if the Secretary determines that additional time would be productive or that establishment of a provisional standard would be counterproductive to achieving the timely achievement of the objectives identified in subsection (a).

(2) **NOTICE.**—The Secretary shall publish in the Federal Register a notice describing each standard for which a waiver of the provisional standard requirement has been granted, the reasons for and effects of granting the waiver, and an estimate as to when the standard is expected to be adopted through a process consistent with section 12(d) of the National Technology Transfer and Advancement Act of 1995 (15 U.S.C. 272 note; 110 Stat. 783).

(3) WITHDRAWAL OF WAIVER.—At any time the Secretary may withdraw a waiver granted under paragraph (1). Upon such withdrawal, the Secretary shall publish in the Federal Register a notice describing each standard for which a waiver has been withdrawn and the reasons for withdrawing the waiver.

(e) CONFORMITY WITH NATIONAL ARCHITECTURE.—

(1) IN GENERAL.—Except as provided in paragraphs (2) and (3), the Secretary shall ensure that intelligent transportation system projects carried out using funds made available from the Highway Trust Fund, including funds made available under this subtitle to deploy Intelligent transportation system technologies, conform to the national architecture, applicable standards or provisional standards, and protocols developed under subsection (a).

(2) SECRETARY'S DISCRETION.—The Secretary may authorize exceptions to paragraph (1) for—

(A) projects designed to achieve specific research objectives outlined in the National ITS Program Plan under section 5205 or the Surface Transportation Research and Development Strategic Plan developed under section 508 of title 23, United States Code; or

(B) the upgrade or expansion of an intelligent transportation system in existence on the date of enactment of this subtitle, if the Secretary determines that the upgrade or expansion—

- (i) would not adversely affect the goals or purposes of this subtitle;
- (ii) is carried out before the end of the useful life of such system; and
- (iii) is cost-effective as compared to alternatives that would meet the conformity requirement of paragraph(1).

(3) EXCEPTIONS.—Paragraph (1) shall not apply to funds used for operation or maintenance of an intelligent transportation system in existence on the date of enactment of this subtitle.

(f) SPECTRUM.—The Federal Communications Commission shall consider, in consultation with the Secretary, spectrum needs for the operation of intelligent transportation systems, including spectrum for the dedicated short-range vehicle-to-wayside wireless standard. Not later than January 1, 2000, the Federal Communications Commission shall have completed a rulemaking considering the allocation of spectrum for intelligent transportation systems.

ATTACHMENT D

[Insert name] Memorandum of Understanding (MOU) Template

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

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

MOU # _____

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

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

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

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

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

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

A. The State agrees to the following:

- 1.
- 2.
- 3.

B. The Contractor agrees to the following:

- 1.
- 2.
- 3.

C. The Terms and Conditions of State Contract # (insert contract number) govern this MOU document. The persons executing this MOU on behalf of their respective entities hereby represent and warrant they have the right, power, legal capacity, and appropriate authority to enter into this MOU on behalf of the entity for which they sign.

CONTRACTOR**STATE**

Signature: _____

Signature: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

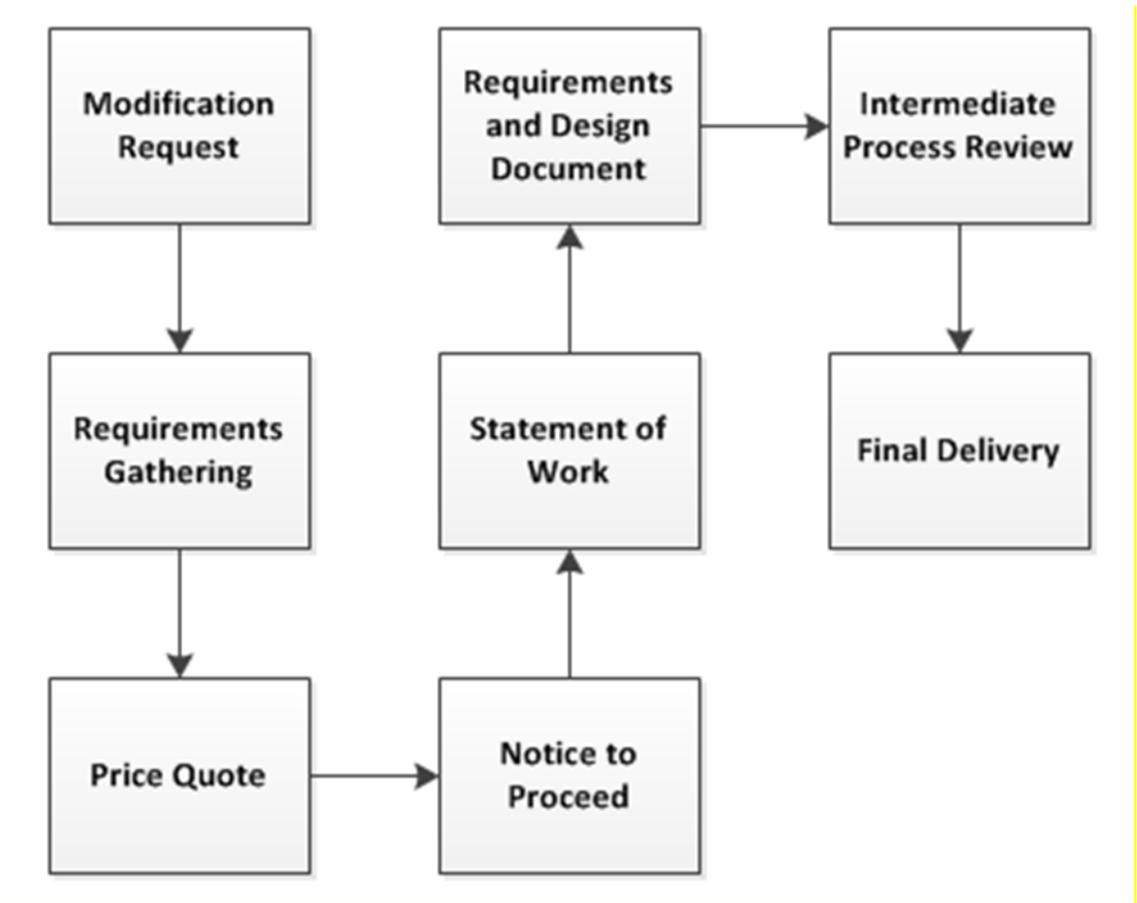
Date: _____

Date: _____

CONTRACT ATTACHMENT E

[Insert name] Change Order Process

Workflow



CONTRACT ATTACHMENT E - continued**[Insert name] Change Order Process****Phase 1 – Modification Request**

The State shall submit modification request(s) to the Contractor to initiate a possible Statement of Work ("SOW"). These modification requests may include applicable attachments depending on the complexity. The Contractor shall have a minimum of ten (10) days to review the modification request before the formal requirements gathering session.

Phase 2 – Requirements Gathering

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

Phase 3 – Price Quote

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

Phase 4 – Notice to Proceed

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

Phase 5 – Statement of Work

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

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

Phase 6 – Requirements and Design Document

The Contractor shall provide:

1. Requirements and Design document consisting of software requirements, software design, and database design sections. The software requirements

section lists each software addition, change, or deletion with a brief synopsis. The software design section includes the detailed steps (may include example screen shots where needed) required to achieve the software design requirements. The database design section includes proposed changes to the database structure.

2. Traceability Matrix which matches software design with software requirements. This document demonstrates how the software meets the State's acceptance criteria.
3. Schedule identifying the tasks. A schedule may be requested by the State at any time during the SOW and shall be provided by the Contractor. The Contractor shall deliver an updated schedule whenever changes are made to the original schedule.

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

Phase 7 – Intermediate Review

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

Deliverables:

The Contractor shall provide media that must include:

1. Database folder
 - a. SQL statement(s) applicable to the delivery
 - b. Word document describing SQL statement(s)
2. Documents folder containing the final SOW design.
3. Software release folder containing release notes, setup.exe and associated files for installing the new release of the software.
4. Contractor may include other folders/files as appropriate.

Phase 8 – Final Delivery

Deliverables:

1. The Contractor shall provide media that must include:
 - a. Database folder
 - i. SQL statement(s) applicable to the delivery
 - ii. Word document describing SQL statement(s)
 - b. Documents folder containing the final SOW design.
 - i. Statement of Work
 - ii. Requirements and Design Document
 - iii. Test Procedures
 - iv. Release notes describing Date of release, version number, description of new, modified or deleted features, and any additional notes
 - v. Copy of updated data dictionary

- vi. Final updated Traceability Matrix
- c. Software release folder containing setup.exe and associated files for installing the new release of the software.
- d. Contractor may include other folders/files as appropriate.