CONTRACT

(fee-for-goods or services contract with an individual, business, non-profit, or governmental entity of another state)

Begin Date	End Date	Agency Tracking #	Edison Record ID
February 01, 2027	January 31, 2032		

Contractor Legal Entity Name	Edison Vendor ID

Goods or Services Caption (one line only)

Maintenance, support services, enhancements and upgrades of the Tennessee Integrated Traffic Analysis Network (TITAN) system

Contractor	CFDA #
☒ Contractor	

Funding —

FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
2027					
2028					
2029					
2030					
2031					
2032					
TOTAL:					

Selection Method & Process Summary (mark the correct response to confirm the associated summary)

☒ Competitive Selection	This Contract was awarded through a competitive Request for Proposals solicitation (RFP #34901-01651)
☐ Other	

Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.

Speed Chart (optional)	Account Code (optional)

CONTRACT
BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF SAFETY AND HOMELAND SECURITY
AND
CONTRACTOR NAME

This Contract, by and between the State of Tennessee, Department of Safety and Homeland Security ("State") and Contractor Legal Entity Name ("Contractor"), is for the provision of maintenance, support services, enhancements and upgrades of the Tennessee Integrated Traffic Analysis Network ("TITAN") 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 shall be as follows and as set forth in the Contract:

a. Application Programming Interface ("API") means a set of rules and protocols that allows different software applications to communicate and exchange data with one another.

b. Canned Report means a report generated from a saved query with predetermined data fields. These reports are typically distributed across a wide audience, utilizing polished formatting. These reports are brief and succinct containing batched and scripted data using weekly or monthly metrics.

c. Drivers Privacy Protection Act of 1994 ("DPPA") means a United States federal statute (Title 18 United States Code (USC) §§ 2721 et seq.) governing the privacy and disclosure of personal information gathered by state Departments of Motor Vehicles ("DMVs") and contained in a person's motor vehicle record.

d. FMCSA means Federal Motor Carrier Safety Administration.

e. Global Justice XML Data Model ("GJXDM" or Global "JXDM") means a data reference model for the exchange of information within the justice and public safety communities.

f. International Association of Chief of Police ("IACP") means a 501(c)(3) nonprofit organization whose mission is to advance the science and art of police services; develop and disseminate improved administrative, technical and operational practices and promote their use in law enforcement; foster police cooperation and the exchange of information among police administrators throughout the world; bring about recruitment and training in the police profession of qualified persons; and encourage adherence of all police officers to high professional standards of performance and conduct.

g. Law Enforcement Information Technology Standards Council ("LEITC") means a council established to provide advice and leadership to the nation's law enforcement community on information technology standards; share practical solutions; and educate the public safety community on the merits and technical aspects of information system integration.

h. Model Minimum Uniform Crash Criteria ("MMUCC") means a minimum, standardized data set for describing motor vehicle crashes and the vehicles, persons and environment

involved. The information generated by this data set is necessary to improve highway safety within each state and nationally.

i. NCIC means National Crime Information Center.

j. National Information Exchange Model (“NIEM”) means an XML-based information exchange framework from the U.S. that represents a collaborative partnership of agencies and organizations across all levels of government and with private industry.

k. Release Notes means documents that are distributed with software products, sometimes when the product is still in the development or test state (e.g., beta release). For products that have already been in use, the release notes are delivered when an update is released.

l. Tennessee Incident Based Reporting System (“TIBRS”) means a database into which law enforcement officers and colleges and universities are required to report crimes to the Federal Bureau of Investigation (“FBI”) or the Tennessee Bureau of Investigation (“TBI”) (T.C.A. §§ 38-10-101 et. Seq) and (T.C.A. §§ 49-7-2201 et seq.).

m. TITAN means Tennessee Integrated Traffic Analysis Network, a customized records management system utilized by the State that manages records to include but not be limited to the following: citations, crashes, arrests, DUIs, incident offenses, trooper activity, and is a suite of applications developed for the electronic collection, submission and management of all traffic safety related data in Tennessee.

n. TITAN Thick Client means a client-server architecture which provides TITAN reporting functionality independent of the central server.

o. TITAN Unit means State designated personnel who manage projects, grant-related activities, and statistical reporting related to the Tennessee Integrated Traffic Analysis Network.

p. Tennessee Roadway Inventory Management System (“TRIMS”) means a system operated by the Tennessee Department of Transportation that is used by engineers and transportation professionals statewide for roadway safety analysis.

q. Tennessee Fusion Center (“TFC”) means a collaborative effort of two or more law enforcement agencies in Tennessee, in cooperation with the citizens of the state of Tennessee, which provides resources, expertise, and information to the center with the goal of maximizing the ability to detect, prevent, investigate, and respond to criminal and terrorism activity.

r. TITAN SQL Database means a collection of schemas, tables, queries, reports, views and other elements.

s. Third Party Vendors means outside vendors who provide other law enforcement agencies with a records management system other than the TITAN system. These Third Party Vendors must adhere to the requirements contained in Tenn. Code Ann. § 55-10-111 for crash reporting to the State.

t. Traffic Records Program Assessment Advisory means a report published by the U.S. National Highway Traffic Safety Administration (“NHTSA”) that gives states information on the contents, capabilities, and data quality of an effective traffic records system by describing an ideal system that supports high-quality decisions and leads to cost-effective improvements in highway and traffic safety.

u. Traffic Records Strategic Plan means a multi-year plan addressing the State's traffic safety data and processing deficiencies, integrating State data needs and goals with the State's highway safety plan, identifying performance-based measures for measuring progress, and indicating how funds shall be used and what progress the State has made to date. This plan is a component of the 405(c) Grant Application.

v. User Acceptance Testing ("UAT") means the execution of a series of defined steps using pre-defined data—the objective of which is to determine whether the actual outcome consistently, repeatedly, and accurately equals the expected result. User acceptance testing is a deliberate process that requires preparation of test scenarios, test cases, test data, and expected outcomes, which are known in advance of test execution.

w. Web Service means any piece of software that makes itself available over the internet and uses a standardized extensible markup language ("XML") messaging system.

A.3. General Understandings:

a. The State's Tennessee Highway Patrol ("THP") is responsible for enforcing federal and State laws relating to traffic on Tennessee's federal and state highways. The mission of the THP is to ensure safe and efficient transportation while promoting highway safety through enforcement and education. One way of accomplishing this mission is to provide access to the TITAN system to law enforcement agencies throughout Tennessee.

b. The State's history of working on traffic data issues supports the plan to develop new functions and improve old ones for a complete unified statewide public safety network. The overall goal is to have a unified records network that enables seamless collection and dissemination of information throughout the state of Tennessee, promoting public safety

c. The TITAN system is a suite of applications developed for the electronic collection, submission, and management of traffic safety related data in Tennessee. The TITAN system has been designed to accept reports submitted by law enforcement agencies, validate the data contained within the reports for completion and accuracy, and then store statistically valid information. The TITAN system's repository also creates document images of submitted reports and stores them for future access and records retention requirements. This information is used to make data-driven decisions and help make Tennessee a safe and secure place in which to live, work, and travel.

d. In aligning with the advancements of modern technology, the Contractor shall enhance and upgrade the TITAN system to increase the accuracy, timeliness, completeness, uniformity, integration, and accessibility of the information used to form Highway Safety Plans for Tennessee. The users, owners, and operators of the various State ~~current~~ record management systems have come together with the goal of upgrading the systems in a coordinated manner to take advantage of advances in technology. During the Term of the Contract, at the State's discretion, the State will pursue migration to the State's cloud-hosted environment and consider platform-as-a-service (PAAS) or infrastructure-as-a-service (IAAS).The Contractor shall be responsible for the operational support throughout the migration and upon its conclusion to ensure the TITAN system remains fully operational in accordance with the new hosting environment.

d.

A.4. Contractor's Responsibilities. The Contractor shall meet the following requirements:

(1) All services, along with any duties incidental or necessary to the TITAN system, shall be carried out diligently, thoroughly, and in full compliance with recognized professional standards of conduct and performance. These standards include

adherence to ethical principles, technical competence, accountability, and respectful workplace behavior, ensuring that all work meets or exceeds industry best practices and organizational requirements;

(2) The Contractor shall ensure all components and applications shall be operational in an electronic environment, unless otherwise noted;

(3) The Contractor shall ensure TITAN's components and applications shall be available 99.99% of the time calculated on a 24 hours a day, 7 days a week, 365 days a year (24/7/365) basis;

(4) The Contractor shall comply with CJIS security requirements as determined by the TBI;

(5) The Contractor shall fully document the functionality of TITAN in order to allow third party developers to interface with the software without the Contractor's involvement. This shall include database schema, data dictionaries, Web Service interface or API instructions, process flow charts, and business and validation rules;

(6) The Contractor shall make sure TITAN complies with the State's Enterprise Information Security Policies as amended periodically (The State's Enterprise Information Security Policy documents are found at the following URL: https://www.tn.gov/finance/strategic-technology-solutions/strategic-technology-solutions/sts-security-policies.html. The integrity of the information within TITAN shall be maintained at all times;

(7) The Contractor shall make TITAN accept, ingest, and process computer-generated reports originating from external systems without manual re-entry through APIs. This includes maintenance of transfer, validation, storage, acknowledgment, and error handling for electronic submissions;

(8) The Contractor shall implement and maintain secure submission channels to ensure interoperability with agency and vendor systems, including but not limited to, RESTful API (HTTPS/TLS 1.2+) with authenticated endpoints for programmatic submission and status retrieval; XML conforming to agency-published schemas (e.g., citation/crime/crash report schemas); JSON using agency-defined JSON Schemas for structured data interchange; and PDF/A-1b or higher for immutable, non-editable report renditions accompanying structured data; and

(9) The Contractor shall make TITAN interface with the TFC's record management system, as well as providing the ability to provide cross-jurisdictional information resources for local law enforcement entities (agencies, departments, offices) as directed by the State.

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A.5. <u>TITAN System Requirements</u>:

a. TITAN's components shall continue to be hardware agnostic, utilizing IACP's best practices. TITAN shall continue to utilize and support all available and emerging standards as proposed by the IACP. These include, at a minimum, Global Justice XML and the Global Justice XML data model, the NIEM's current standards, and the LEITC for the continuation of effectively sharing data and information with other law enforcement

and public safety agencies as required. All new development and or enhancements outlined in this Contract shall be implemented into the production environment.

b. TITAN shall continue to receive periodic updates as required for operational readiness. These updates may originate from the Contractor or the State.

c. TITAN shall continue to support a fully scalable architecture designed to allow incremental changes in capacity to meet changing usage.

d. TITAN shall continue to provide a web based service-oriented architecture and support documentation that shall allow third party client applications to access RMS functionality.

A.6. TITAN System Architecture:

a. TITAN shall continue to consist of multiple operating environments that shall allow users to have different permission levels and/or permissions. TITAN consists of the following operating environments:

(1) Development: Used for the development of new modules and applications or existing modules and applications within TITAN . It is similar to the production environment, but is smaller in scale;

(2) Test-Training: Used to simulate the actual production environment for verification of new code modifications and accurately represent the production environment. This environment shall be used to reproduce error conditions and testing with real production data without making changes to the database of record. This environment shall be a scaled mock-up of the production environment. In addition, this environment shall be used for user-training;

(3) Production: The official system of record. The production environment shall be sized to handle any expected demand. The production environment shall operate in accordance with the State's standards. Changes shall only be made through documented change control procedures; and

(4) SQL Server Reporting Services ("SSRS") server environments.

b. The State at its discretion may conduct code review penetration testing and other security reviews prior to or after code releases in the production environment. The Contractor shall fix any discrepancies identified by the State within an allotted time to be determined by the State.

c. The Contractor shall update all technical data flow diagrams and system documentation within thirty (30) calendar days of the completion of any enhancements or upgrades. This documentation should include the following:

(1) The Contractor shall provide comprehensive technical documentation for all components of TITAN. . Documentation shall be accurate, complete, and maintained throughout the Term. All deliverables shall be version-controlled, delivered in both human-readable (PDF) and machine-readable formats, and updated promptly upon any system change;

(2) The Contractor shall deliver a complete data dictionary for all TITAN data elements, including but not limited to:

i. Field-Level Details: Field name, data type, length, format, default values, nullability, and constraints;

ii. Semantic Definitions: Business meaning and usage context for each field;

iii. Allowed Values: Enumerations, reference tables, and code sets;

iv. Relationships: Mapping of fields to tables and associated business rules;

v. Version Control: Each update shall include a detailed change log; and

vi. Delivery Format: Machine-readable (CSV or XML) for integration purposes and human-readable (PDF) for review and audit;

(3) The Contractor shall provide a comprehensive catalog of all edit checks and validation rules implemented at the user interface, API, and database levels. Documentation shall include:

i. Rule Identification: Unique ID, description, and category (e.g., structural, business logic);

ii. Logic Definition: Full specification of conditions, thresholds, and dependencies;

iii. Severity Classification: Error, warning, or informational;

iv. Business Rule Mapping: Linkage to statutory, regulatory, or policy requirements;

v. Test Cases: Sample inputs and expected outputs for each rule; and

vi. Update Policy: Initial delivery at system acceptance and updated documentation with each release or rule modification; and

(4) The Contractor shall deliver complete logical and physical database schemas, including:

i. Entity-Relationship Diagrams (ERDs): Showing tables, keys, and relationships using industry-standard notation;

ii. Physical Schema Details: Indexes, constraints, storage parameters, and partitioning;

iii. Data Flow Diagrams: Illustrating interactions between major components and external systems;

iv. Delivery Format: PDF for review and compliance and native format (e.g., ERWin, DbSchema) for technical teams; and

v. Update Policy: Updated diagrams and schema documentation shall accompany any schema modification or system upgrade.

A.7. Hardware, Software, and Network Requirements:

a. Hardware Requirements:

(1) TITAN system Location: The TITAN system shall continue to be hosted on State standard hardware within the State's data center or State cloud-hosted solution.

(2) Responsibility for Hardware: The State shall be responsible for providing the hardware used by TITAN. The Contractor shall provide clear specifications of all

hardware needed. The State reserves the right to add, change, reconfigure, consolidate, or eliminate hardware at any time to meet the best interests of the State.

(3) Use of Virtual Server Environment:

i. The State requires the TITAN system to operate in the State's virtual environment or State cloud-hosted solution;

ii. TITAN shall be compatible with the State Storage Area Network ("SAN") or Network Attached Storage ("NAS");

iii. TITAN shall be compatible with FileNet or the State's chosen Enterprise Content Management (ECM) platform for document management; and

iv. The Contractor shall provide advisory services, guidance and assistance with respect to the installation of all TITAN and related software in all environments.

b. Software Requirements:

(1) Development Languages: any new developments, enhancements, and upgrades to TITAN shall be developed using a programming language supported by the Microsoft .NET platform (currently .NET Core 9.0 or later), or any future successor framework released by Microsoft;

(2) Client: The remaining client-based applications will be supported until which time they are rewritten and the client applications are sunset;

(3) Browser Based Applications: Any new browser-based applications shall be fully compatible with the latest stable versions of major browsers, including Google Chrome and Microsoft Edge or other State-standard browsers, and shall support all subsequent updates and versions;

(4) Database Technology: TITAN shall utilize Microsoft SQL 2019, or its successor; and

(5) Componentized Functionality: Any new software elements shall be developed to be extendable components, allowing the State to add increased functionality without requiring redevelopment of the other components.

c. Network Requirements: The State shall provide network resources used by TITAN. The Contractor shall provide clear specifications of all network resources needed. The Contractor shall utilize network resources sufficient to meet the business need but not exceed what the State considers a reasonable amount of capacity. The State reserves the right to add, change, reconfigure, consolidate, or eliminate network resources at any time to meet the best interests of the State.

A.8. System Documentation.

a. The Contractor, in conjunction with State designated personnel, shall work together to gather, define, or determine the State's business requirements. All State business requirements shall be documented and agreed upon by the State:

(1) The Contractor shall use a State-approved software tool to assist with code quality monitoring for the current source code and any future enhancements or releases; the State shall provide designated Contractor personnel with access to TITAN in order to utilize the software tool.

b. The Contractor shall create documentation for proper maintenance and support of TITAN. This documentation shall aid knowledge transfer to future State designated personnel who support TITAN. Documentation shall cover all modules within the TITAN system, all interfaces, and all supporting code. Documentation shall include up-to-date data dictionaries, edit checks and validation rules, and end-user reference materials.

A.9. Development of New and/or Enhancement of Existing Applications. The following requirements shall be met for all items in Sections A.10. through A.11. as well as projects completed through the Change Requests/Orders process described in Section A.12.:

a. Training. The Contractor shall provide on-site training concerning the functionality and use of any new and/or enhanced module or application as requested by the State.

b. Updating Applications. The Contractor shall update any thick client or web-based applications in accordance with legislative changes, departmental policies, and/or new departmental reporting requirements. A detailed scope of work with business requirements should be created for enhancements that are approved by the State prior to commencement of development.

c. Acceptance/Final Sign-Off by State. Any development of new and/or enhancement of existing modules or applications shall not be considered delivered and accepted until final sign-off by State designated personnel. It is agreed that UAT sign-off by the State shall be treated as the State's approval for this work as well as projects completed through the Change Requests/Orders process described in Section A.12.

d. The Contractor shall implement and maintain a formal version control system for all TITAN application releases, updates, patches, and hotfixes. Each release shall be uniquely identified by a version number and include a corresponding change log detailing all modifications, enhancements, and fixes.

e. For every release, the Contractor shall provide:

(1) A Release Notes Document summarizing new features, bug fixes, and known issues;

(2) A change log identifying impacted components, configuration changes, and dependencies; and

(3) A rollback procedure as specified below in Section A.9.f.

f. The Contractor shall ensure that all future software releases, updates, and patches for the TITAN Application include a fully functional rollback mechanism. This mechanism shall allow the State to revert the application to the most recent stable version without loss of data or system integrity.

g. Artificial Intelligence (AI) Integration : The Contractor shall provide and implement Generative and/or Agentic AI technologies as part of TITAN software applications (e.g. Trooper Activity) to streamline data collection. This includes delivering AI-powered tools and solutions that enhance functionality, automation, and user experience within TITAN applications. In addition to ensuring seamless integration of AI capabilities into existing customized TITAN software applications without disrupting current workflows or data integrity. The Contractor shall:

(1) Assess current TITAN architecture and propose an AI integration plan aligned with business objectives;

(2) Provide APIs, SDKs, or other integration mechanisms to enable AI functionality within TITAN applications;

(3) Ensure compliance with all applicable security, privacy, and data governance standards during AI implementation;

(4) Offer training and documentation for internal teams on AI-enabled features;

(5) Ensure AI solutions meet agreed-upon performance benchmarks and support scalability for future enhancements;

(6) Maintain transparency in AI model usage, including data sources, limitations, and ethical considerations;

(7) Comply with all enterprise security protocols and regulatory requirements related to AI deployment;

(8) Provide ongoing support for AI components, including updates, bug fixes, and performance optimization; and

(9) Ensure compatibility with future TITAN software updates and enhancements.

A.10. Enhancements, or Upgrades, of Existing Applications.

a. TITAN Trooper Activity Enhancement

(1) The Contractor shall complete ongoing enhancements that includes updating the web based user interface ("UI") screens to capture data related to the daily activities of Troopers by meeting the following requirements:

i. Auto-populate Trooper Activity database fields with data from the THP Computer-Aided Dispatch (CAD) system, including modifications required when the THP CAD system is upgraded, modified, or replaced;

ii. Auto-populate Trooper Activity database fields with data from THP scheduling software applications relating to shifts scheduled, shifts, worked, grant, and overtime shifts; and

iii. Auto-populate Trooper Activity database fields with data from other TITAN modules (e.g., Crash, Citation, Crime, and other relevant TITAN applications).

b. TITAN SQL Database ("the Database") Enhancements

(1) Enhancement: The Contractor shall provide ongoing enhancements for optimal TITAN system performance, ease of support and maintenance, access to simplified and better structured data tables for ease of reporting and data collection, as well as, provide a data schema that allows for the continuous growth and scaling out the business and operational demands of the Database statewide by performing the following enhancements:

i. Enhance the Database to the most recent State supported version of Microsoft SQL;

ii. Re-architect the Database to meet the demands of the TITAN system and end users;

iii. Modify TITAN applications to be able to use the new Database schema; and

iv. Ensure that data collection is not interrupted.

c. TITAN eCrash Enhancements and MMUCC Standards Enhancement

(1) Functionality: The TITAN system currently includes a web-based eCrash application. The eCrash application allows for a set of data elements to be captured at the scene of a motor vehicle crash to be transmitted to the State.

(2) The Contractor shall perform the following enhancements:

i. Update the eCrash application in accordance with legislative changes and/or new departmental reporting requirements.

(3) Enhancement: The TITAN eCrash 2.0 web based application and associated printable crash reports (Levels 1 through 3) shall be modified to adhere to current MMUCC 6th Edition Standards and any future updates to MMUCC guidelines. Removal and addition of data fields within the web-based application, as well as, on the printed crash reports shall be updated to adhere to the new standards.

(4) The Contractor shall do the following:

i. Modify existing eCrash 2.0 application screens and database to adhere to current MMUCC data elements;

ii. Modify existing eCrash printed reports to reflect the newly collected MMUCC data elements; and

iii. Modify existing data extract request jobs to reflect the newly collected MMUCC data elements.

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d. TITAN Server Environment Enhancement

(1) Enhancement: The Contractor shall upgrade the Operating System, as defined in Section D.37, to the latest State supported version as follows (currently SQL Server 2019). All TITAN hosted environments shall be enhanced, to include the development, training, production, and the SQL server reporting services (“SSRS”) server environments. For each of the environments there are three (3) servers (web, Application, and TITAN SQL database), and three (3) environments (Production, Test/Training, and Development) that shall be enhanced, with the exception of the SSRS server which is a single server, for a total of ten (10) servers; and

(2) The Contractor shall assist the State in the scheduling and upgrading of the Microsoft Operating System in all environments.

e. TITAN eCrime Redesign and Enhancements

(1) Functionality: TITAN currently includes an “Arrest / Criminal Interdiction Form” that currently exists within the TITAN Thick Client. This form provides law enforcement personnel with a report that is used to document arrests and the circumstances regarding the arrest. It establishes uniform procedures for the processes involved for an arrest. Access to this module that contains CJIS data is controlled through role-based security measures.

(2) The Contractor shall perform the following enhancements:

i. Create a new web-based eCrime application to replace the current TITAN Thick client version. The new application should function on any web browser. Additionally, an iOS app that mirrors the web-based functionality should be created for eCrime;

ii. Update the TIBRS flat file in accordance with the published business rules from the TBI;

iii. Update the eCrime data collection form and business rules annually or bi-annually when new requirements as set forth by the TBI for TIBRS reporting, on an agreed upon time frame as determined by the State;

iv. Add help descriptions, such as pop-up boxes that shall assist the end user in determining the proper manner in which to complete a given field, to the key areas of the eCrime module; and

v. Help files shall consist of text descriptions or images illustrating certain functionality, or meaning, within the eCrime module.

f. TITAN eCitation Application and Web Portal Enhancements

(1) Functionality: TITAN currently includes a web-based eCitation Application and iOS eCitation application. The eCitation application is customized and is used to create citations in the field and transmit the citation to the court system. Reporting and tracking functionality exist within the TITAN web portal. This allows seamless query and reporting access to citation data submitted to the central repository by participating agencies. This may include development of an Android-based eCitation application, which mirrors the current iOS application functionality.

(2) The Contractor shall perform the following enhancements:

i. Update the web-based and iOS eCitation application in accordance with legislative changes and/or new departmental reporting requirements;

ii. If allowable under State law, and at the direction of the State, create an eWarrant module to function in tandem with the eCitation for arrestable offenses; and

iii. Maintain and enhance existing web services and APIs for transmission of citation data and images to court systems and local law enforcement agencies.

g. TITAN Thick Client Transition from a Windows 11 installation package to Browser-based software applications.:

(1) Current Functionality: The TITAN Thick Client application currently provides the ability for law enforcement officers from across Tennessee to enter information pertaining to crashes, arrests, citations, and other activities that occur in Tennessee. Entry screens drive the data sets to be collected, transmitted, and stored in the State’s TITAN SQL Database;

(2) The Contractor shall utilize the latest version of .NET and use the newer technology and code to extend content options that shall enhance, fix, and rewrite certain areas of the TITAN system to provide a more stable, maintainable, and more user-friendly interface. These applications include: eCrime, Overweight Assessment, Implied Consent, and Incident/Offense forms; and

(3) The Contractor shall meet the following requirements:

i. Track and fix bugs in the new version;

ii. Maintain continuity of collecting and transmitting current information captured in all Thick Client Applications, including validation rules and edit checks within each respective module;

iii. Completely test each unit of development, prior to deployment;

iv. Use the latest version of .NET;

v. Provide a more user-friendly interface that is adaptable and optimized for use on tablets and mobile devices including day and night viewing modes; and

vi. Reorganize and simplify (where applicable) the fields captured for all current Thick Client Applications.

h. TITAN Thick Client Install/Uninstall Processes

(1) The Contractor shall maintain and update installation and uninstallation processes for the TITAN Thick Client application to ensure compatibility with currently supported Windows Operating Systems, including Windows 11, and all future Windows releases as required by the State. The Contractor shall provide complete installation and removal capabilities for end users, including automated and silent installation options where applicable. Updates to installation packages and related processes shall be delivered promptly upon State request or as necessary to maintain compliance with State standards and Operating System changes.

i Enhancements to Barcode Scanning and Image Capture Capabilities. The Contractor shall:

(1) Maintain all existing barcode/QR scanning and image capture functionality across modules; and

(2) incorporate barcode/QR scanning and image capture functionality in any new applications and enhancements, as required and designated by the State. Currently Dynamsoft bar code scanning software is utilized.

j. Enhancements to Quick Capture Module

(1) The Contractor shall maintain all existing functionality for the Quick Capture module, which shares driver, vehicle, and person-level data across TITAN modules, eliminating the need for end users to enter the same information separately across TITAN applications. This includes the web-based application and the iOS application.

k. New DUI Tracker application. The Contractor shall:

(1) Replace existing web-based DUI Tracker application with a new modernized web-based application in the TITAN 2.0 web portal;

(2) integrate the DUI Tracker application with Driver and Vehicle systems to auto-populate data into the form for end users;

(3) create new canned reports based on business requirements as designated by the State; and

(4) maintain and migrate historical data to the new application and database.

l. New Checkpoint Activity Application. The Contractor shall:

(1) Replace existing web-based Checkpoint Activity application, which includes three (03) forms for collecting checkpoint activity (Checkpoint Site form, Checkpoint Authorization form, and Checkpoint Activity form), with a new web-based modernized application in the TITAN 2.0 web portal.

m. New Ticket Accountability Application. The Contractor shall:

(1) Replace existing web-based Ticket Accountability application, which tracks ownership and responsibility for paper-based ticket books, with a new web-based modernized application in the TITAN 2.0 web portal.

n. New Fatality Tracking System (“FTS”) Application.

(1) Replace existing web-based Fatality Tracking System (“FTS”) application, which tracks traffic fatality and fatal crash data and documentation, with a new web-based modernized application in the TITAN 2.0 web portal.

o. New Facilities Protection Officer (“FPO”) Activity Application

(1) Replace existing web-based Facilities Protection Officer (“FPO”) Activity application, which tracks traffic activity of facilities protection officers, with a new web-based modernized application in the TITAN 2.0 web portal.

p. New Homemade Trailer Inspection Application

(1) Replace existing web-based Homemade Trailer Inspection application, which tracks inspection and certification of homemade trailers, with a new web-based modernized application in the TITAN 2.0 web portal.

A.11. <u>New Applications or Modules and Associated Enhancements</u>

a. TITAN New System Interfaces

(1) Interface: The TITAN Thick Client and web-based applications shall be adaptable to interface to other Traffic Records Systems' (“TRS'”) components to support the following functions:

i. Verification and import of Driver and Vehicle data, including auto-population of Driver and Vehicle data from the State’s Driver and Vehicle Systems into the TITAN System applications, shall be used to validate the driver and vehicle information during data entry;

ii. Verification and import of Roadway data, including auto-population of Roadway data from the State’s Roadway System into the TITAN System applications, shall be used to validate roadway information during data entry; and

iii. Have the ability to be captured and imported into the TITAN Thick Client and web-based applications for purposes of auto-populating fields in TITAN eCrash, eCitation, eCrime, TOW, and other TITAN applications as identified by the State; and

(2) The Contractor shall ensure that the TITAN system interfaces with the following:

i. State Driver History file;

ii. Tennessee Court Clerk reporting systems;

iii. Local law enforcement agency RMS;

iv. TIBRS;

v. State Vehicle Systems;

vi. State Health Systems;

vii. State Roadway Systems;

viii. TIES/NCIC;

ix. TRIMS;

x. State-hosted PurchaseTNCrash.gov system;

xi. Tennessee Fusion Center; and

xii. Other systems as determined by the State.

A.12. Change Requests/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 shall 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 shall 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 shall 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. Support and Maintenance Services

a. Support Services and Maintenance:

(1) All Contractor provided maintenance and support shall be based in the United States.

(2) The Contractor shall provide maintenance and support for all existing and future TITAN components.

(3) The following support services shall be provided by the Contractor:

i. RMS Support Services: The Contractor shall provide support services for TITANto ensure its availability 99.99% of the time calculated on a 24 hours a day, 7 days a week, 365 days a year (24/7/365) basis ("Service Level Agreement" or "SLA");

ii. Contractor's compliance with the SLA shall be calculated on a monthly basis by totaling the amount of time that Contractor exceeds on a per incident basis, the resolution targets for Critical and High Severity Levels expressed in the table below. For example, a resolution of a Critical Severity Level incident in ten (10) hours shall result in two (2) hours of time that exceeded the resolution target;

iii. Failure to meet this SLA shall result in a service credit by the Contractor on the next invoice submitted to the State. This service credit shall be proportionate to the total length of time the incidents exceeded the resolution targets compared with the total amount of time that the TITAN system was to be available during the month. The service credits shall be calculated as follows:

(a). For each hour in excess of the Critical and High Severity Level resolution target, the Contractor will provide two (2) additional hours for a Developer as the service credit;

(b). The service credits shall not exceed forty (40) hours per month; and

(c). The service credit shall be due in the current month if a service level default occurred in the previous month;

iv. The Contractor is not responsible for any service credit or outage where the root cause analysis identifies the root cause was not as a result of an act or omission by the Contractor under this Contract, including:

(a). Planned outages agreed to by the State and any outages resulting from Force Majeure events shall not constitute failure to meet resolution targets for Critical and High Severity Levels;

(b). As a result of any action or inaction by the State or its subcontractors;

(c). As a result of any issues with out-of-support third-party software that has not been upgraded at the State's request; and

(d). Where the Contractor proposes a resolution to a known problem inside the State's environment and State does not allow the Contractor to

implement the resolution, or delays the resolution, within the weekly change window process, then the Contractor will not be responsible for any service credit or outage, where the failure is a direct result of the prevention or delay in implementing the resolution.

v. If the State reduces the capacity or changes any of the support requirements, then the Parties may mutually agree to adjust the service levels;

vi. The Contractor shall provide off-hours support for handling Critical and High Severity Level or scheduled activities that must be performed off-hours as required;

vii. The Contractor shall provide a ticketing system to be used to log the TITAN system incidents, including Tier 1 support requests, (e.g., Zendesk, Jira, etc); and

viii. Delivery of Support Services: The State reserves the right to determine and assign levels of severity for the issue and support problems. The severity of the issue and support problem shall determine the problem resolution response time as follows:

Severity Level	Response
Critical: Situations where the State's system is down and the State is unable to use the TITAN system, or when failure causes loss of function or data and there is not a mutually agreed-upon workaround.	The Contractor's technical support staff shall accept the call for assistance at the time the State places the initial call; however if such staff is not immediately available, the Contractor shall return the call within one (1) hour. The Contractor shall resolve Critical Level problems as quickly as possible, with resolution not to exceed eight (8) hours unless mutually agreed upon between the Contractor and the State.
High: Where critical TITAN system component(s) have significant outages and/or failure precluding its successful operation, or possibly endangering the State's environment. The TITAN system may operate but is severely restricted. Failure causes a loss of function or data, but there is a mutually agreed upon workaround.	The Contractor's technical support staff shall accept the State's call for assistance at the time the State places the initial call; however if such staff is not immediately available, the Contractor shall return the State's call within four (4) hours. The Contractor shall resolve High Level problems as quickly as possible, which shall not exceed twenty four (24) hours, unless mutually agreed upon between the Contractor and the State.
Medium: A problem that exists with the TITAN system, but the majority of the functions is still usable and some circumvention may be required to provide service. Failure causes a partial loss of function, but users can accomplish tasks with a mutually agreed upon workaround.	The Contractor's technical support staff shall accept the State's call for assistance at the time the State places the initial call; however if such staff is not immediately available, the Contractor shall return the State's call within eight (8) hours. The Contractor shall resolve Medium Level problems as quickly as possible, which shall not exceed two (2) business days, unless

	mutually agreed upon between the Contractor and the State.
Severity Level	**Response**
Low: Minor problem that exists with the Application, components, or TITAN system but all operational functions are working. All other 'bugs' that are determined by State designated staff to be an issue that requires attention but is not immediate to the operational stability of the TITAN system.	The Contractor's technical support staff shall accept the State's call for assistance at the time the State places the initial call; however if such staff is not immediately available, the Contractor shall return the State's call within twenty four (24) hours. The Contractor shall resolve Low Level problems as quickly as possible, which shall not exceed two to three (2-3) business days, unless mutually agreed upon between the Contractor and the State.

(4) State Provided Help Desk Support — Level One Help Desk Support

i. The State shall provide Level One Help Desk support. The list of authorized State personnel to call the Contractor's help desk shall be provided to the Contractor. The Contractor's help desk, or technical support personnel, shall be knowledgeable and technically trained to answer/resolve TITAN system technical support problems;

ii. When authorized State personnel call the Contractor's help desk, or technical support, the Contractor's technical support staff shall not place the State caller on hold for more than five (5) minutes;

iii. If investigation and research is required by the Contractor's technical staff and the problem cannot be resolved or question answered immediately, then the Contractor's help desk, or technical support staff, shall call back within two (2) hours to report progress on the problem's resolution. The Contractor's help desk staff shall, on a daily basis, or other basis agreed upon between the State and Contractor, to keep the State designated personnel informed on the progress of the problem's resolution; and

iv. The Contractor shall keep a log of all maintenance and technical support calls made to the Contractor's help desk, or technical support, personnel. The log shall document the complaints and problems reported to the Contractor's help desk system by the State.

(5) Maintenance

i. The Contractor shall provide TITAN system maintenance (e.g. enhancements, new releases, etc.) and technical support for all products and services provided. This maintenance shall include ongoing unlimited telephone technical support problem determination and resolution;

ii. The Contractor shall provide to the State all improvements and additions to the functionality, as well as new functions, of the TITAN and provide maintenance services;

iii. TITAN System Maintenance shall also include all services necessary to assist the State in maintaining the TITAN system's operational uptime and recovery from failures;

iv. The Contractor, at a minimum, shall also be responsible for the detection and correction of TITAN system errors according to the specifications described herein and in the Contractor's documentation of the software and the implementation of all program changes, TITAN system configuration, new releases/updates, upgrades, enhancements, new versions, and implementation of additional programs provided under this Contract discovered by the State or otherwise made known to the Contractor. The Contractor agrees to respond to the State inquiries regarding the use and functionality of the solution as issues are encountered by TITAN users;

v. The Contractor shall be proactive in monitoring the TITAN system and not rely solely on the State to notify the Contractor of systematic problems, including implementation of automated system alerts to monitor for system outages, failed processes or jobs, and other server activities;

vi. The Contractor shall provide diagnostic support working within the State's security guidelines;

vii. Performance Monitoring and Tuning Utilities: TITAN shall continue to include all utilities for database performance monitoring and tuning; and

viii. The Contractor shall maintain TITAN so that it operates in conformity with all descriptions and specifications herein or as otherwise provided by the Contractor, including specifications for the performance of all improved or modified versions the State shall be using. The Contractor shall provide for any upgrades to TITAN components. The Contractor shall provide software documentation that is kept up-to-date with any upgrade or revision to TITAN. Updated software documentation shall be provided to the State at the time of installation of any upgrade or revision to TITAN , unless otherwise agreed to by the State. The Contractor shall perform regression testing on upgrades prior to installing/implementing the upgrades into production. In performing the regression testing on a new version/upgrade of the software, the Contractor shall certify in writing to the State that all the previous TITAN capabilities still work in accordance with the Contract requirements.

A.14. Project Management Services

a. Overview:

(1) The Contractor shall provide the State with planning, budgeting, scheduling, expediting, and coordinating, for the development, testing, quality assurance, timely execution and delivery of all the projects listed in the Contract, including projects created through the Change Order process described in Section A.12.;

(2) The Contractor shall take all reasonable steps on behalf of the State to ensure the projects shall be completed in a professional manner in accordance with State expectations;

(3) In performing the duties under this Contract, the Contractor shall obtain information, review, and discuss project solutions with the State. Once a solution is approved by the State, written authorization shall be given by the State authorizing the Contractor to proceed with the project;

(4) The Contractor shall be responsible for performing project management activities, as well as, working with the State designated personnel concerning delivery of the project. The Contractor shall provide project status updates, as well as, attend meetings and respond to requests for information;

(5) The Contractor's project manager shall schedule regular meetings with the State designated staff to review the projects and any issues that may have an adverse effect on the TITAN program success; and

(6) The State shall provide suitable office space and internet connectivity for Contractor's personnel while working at a State designated location.

b. The Contractor shall meet the following requirements:

(1) Use a nationally recognized professional management approach;

(2) Identify risks and constraints; and

(3) Have a process in place and maintain that process to track issues, or action items.

c. The Project Management Services shall include, but not be limited to, the following:

(1) Quality Management;

(2) Test Management;

(3) Communication Management;

(4) Issue and Resolution Actions;

(5) Version Management;

(6) Support and Maintenance Management;

(7) Business Requirements Gathering and Design Documentation for System Enhancements and new Development Projects;

(8) TITAN System Testing; and

(9) Timely deliverables.

A.15. Testing Responsibilities

a. Contractor Testing Responsibilities:

(1) The Contractor shall ensure that all components of the new TITAN system applications function per the requirements and design specifications. The Contractor shall complete all required testing on each module and on the assembled TITAN system.

i. The Contractor shall perform manual testing of the TITAN application functionality.

b. User Acceptance Testing:

(1) The Contractor shall work with the State to develop a user acceptance test plan that shall include UAT. The successful completion of this phase shall indicate that the TITAN system is ready for pilot testing as deemed necessary by the State.

c. State Testing Responsibilities:

(1) The State shall be responsible for UAT. The State shall be responsible for the preparation of UAT test cases and their execution. UAT occurs subsequent to the completion of the Contractor's testing responsibilities, although Contractor-accomplished regression testing shall continue in response to changes and repairs of problems as determined during UAT.

A.16. Data Access.

a. TITAN shall continue to provide the ability to designate certain records as confidential, with the ability to restrict access and/or provide an alert to designated State personnel, that the confidential record has been accessed.

b. The RMS shall continue to provide the ability to block the full display of selected data elements listed in the Drivers' Privacy Protection Act, both online when viewed for public inspection and on reports when printed and sold.

A.17. Access Control.

a. The existing TITAN has a user management component that manages customer access and access permissions for all users that is managed by designated State staff. The RMS security is role based. The TITAN user management component shall continue to allow State designated personnel the ability to create and manage users, groups and roles within TITAN.

A.18. Data Retention and Destruction Requirements

a. The TITAN system shall archive and handle all data in compliance with State standards and the Records Disposition Authorizations.

A.19. Source Code

a. Data is and shall remain the sole property of the State. The Contractor shall not review, share, distribute, print, or reference any data except as expressly defined by the terms of a Contract between the Contractor and the State. The Contractor may at times view or access individual records and State configuration details for the purpose of preventive maintenance or diagnosis and resolution of TITAN system problems or user support issues.

b. Ownership of the originals of any reports, data, schema, software (including source code and object code), logic, methods, procedures and processes, studies, surveys, charts, maps, drawings, specifications, figures, photographs, memoranda, plans, specifications, all approved deliverables, and any other documents which are developed, compiled, produced, or delivered under this Contract or as a result of a new contract, whether or not completed, shall be vested in the State and shall be considered as a work for hire by Contractor. All source code produced or delivered by Contractor under this Contract or as a result of a new contract shall be owned, retained, and accessible by the State.

c. Code Responsibility:

(1) The Contractor shall create, or revise, TITAN, or Application source code as necessary to be compliant with State standards.

i. The State shall provide a code repository for the TITAN source code. The TITAN source code currently resides in Github. The Contractor shall maintain TITAN source code within the State designated platform or repository.

(2) When creating new application source code or revising existing source code, the Contractor shall make maximum use of existing State-owned source code. If existing State-owned source code shall not be used, the Contractor shall justify the non-use of existing source code in a written report to State designated personnel;

(3) The Contractor shall provide the State the new, or revised, source code in an electronically readable form prior to successfully implementing the new, or revised, source code within the production environment. The State, at its option, may require a code review prior to moving any application into production; and

(4) Accompanying the source code shall be the Application Release Notes associated with any newly created / revised source code to include at a minimum:

i. The Application Name, Release Number, and Release Date;

ii. A brief overview of the product and changes (in the absence of other formal documentation);

iii. A brief overview of the purpose of the Release Note, with a listing of what is new in this release — including bug fixes and new features;

iv. What different actions are needed by the end users of the Application (to include whether other functionality is impacted by these changes);

v. Changes required in the daily process of administration of the software; and

vi. Notes about software or hardware installation, enhancements and product documentation (including documentation updates).

A.20. Knowledge Transfer

a. The Contractor shall provide knowledge transfer to all State development resources and/or State assigned vendor or contractors as they assume support responsibilities for the platform.

b. Through effective knowledge transfer, the Contractor shall ensure that the State and/or State assigned vendors and/or contractors shall be self-sufficient in supporting the TITAN System prior to the termination of this Contract.

A.21. Data Ownership and State Hosted Services.

a. Data Ownership. Data created and managed by the State shall remain the sole property of the State. The Contractor shall not review, share, distribute, print, or reference any data except as expressly defined by the terms of a Contract between the Contractor and the State. The Contractor may at times view or access individual records and State configuration details for the purpose of preventive maintenance or diagnosis and resolution of TITAN system problems or user support issues.

b. No Data Sharing, No Data Exchange Services, No eCommerce Solutions. The Contractor acknowledges and agrees that no data sharing functionality, data exchange services, or eCommerce solutions are included in this Contract. The Scope expressly

excludes any capability for sharing, transmitting, or exchanging data with external parties or systems beyond those expressly and explicitly authorized, in writing, by the State.

c. Recognition of the European General Data Protection Regulations ("EGDPR"). The State asserts and confirms that no personal data subject to the EGDPR will be provided to the Contractor under this Contract. If the situation changes, the State shall provide written notification to the Contractor and seek an amendment to this Contract as necessary to accommodate the data processing requirements of the EGDPR.

d. State Hosted Services

(1) The Contractor must comply with the State's Enterprise Information Security Policies. This document is found at the following URL: https://www.tn.gov/finance/strategic-technology-solutions/strategic-technology-solutions/sts-security-policies.html.

(2) In the event that the Operating System is an integral part of TITAN, the Contractor agrees to maintain Operating Systems at current, manufacturer supported versions. "Operating System" shall mean the software that supports a computer's basic functions, such as scheduling tasks, executing applications, and controlling peripherals;

(3)

(3) If the TITAN system 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 , to ensure that security vulnerabilities are not introduced.

A.22. Warranty. Contractor represents and warrants that the term of the warranty ("Warranty Period") shall be the greater of the Term of this Contract or any other warranty generally offered by Contractor, its suppliers, or manufacturers to customers of its goods or services. The goods or services provided under this Contract shall conform to the terms and conditions of this Contract throughout the Warranty Period. Any nonconformance of the goods or services to the terms and conditions of this Contract shall constitute a "Defect" and shall be considered "Defective." If Contractor receives notice of a Defect during the Warranty Period, then Contractor shall correct the Defect, at no additional charge.

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

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

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

A.23. Inspection and Acceptance. The State shall have the right to inspect all goods or services provided by Contractor under this Contract. If, upon inspection, the State determines that the goods or services are Defective, the State shall notify Contractor, and Contractor shall re-deliver the goods or provide the services at no additional cost to the State. If after a period of thirty (30) days following delivery of goods or performance of services the State does not provide a notice of any Defects, the goods or services shall be deemed to have been accepted by the State.

B. TERM OF CONTRACT:

This Contract shall be effective on February 01, 2027 ("Effective Date") and extend for a period of Sixty (60) months after the Effective Date ("Term"). The State shall have no obligation for goods or services provided by the Contractor prior to the Effective Date.

C. PAYMENT TERMS AND CONDITIONS:

C.1. 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:

Goods or Services Description	**Amount** (per compensable increment)				
	DATES	DATES	DATES	DATES	DATES

(1) The above monthly cost shall include:

i. Six (06) full time technical resources to include a database administrator, and five (05) senior-level developers each with a minimum of seven (07) years' experience. A minimum sixty-six percent (66%) of the team's work must be performed on-site (with at least four (04) out of the six (06) full-time technical resources on-site and up to two (02) may be remote).

ii. A dedicated on-site individual to serve as a project lead and a part-time off-site individual to handle overall project governance; and

iii. A State-approved Information Technology Service Management (ITSM) software-as-a-service (SaaS) solution, a State-approved software for code quality measurement, and a State-approved API and service to sending SMS alerts to system users for password resets, system alerts, and other actions.

c. 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 schedule below and as agreed pursuant to Contract

Section A.12., PROVIDED THAT compensation to the Contractor for such "change order" work shall not exceed SEVEN PERCENT (7%) of the sum of payment rates detailed in Section C.3.b., above (which is the total cost for the milestones and associated deliverables set forth in Contract Section A. If, at any point during the Term, the State determines that the cost of necessary "change order" work would exceed the maximum amount, the State may amend this Contract to address the need.

Service Description	**Amount** (per compensable increment)
Change Orders (See Section A.12.)	$ amount determined per project
NOTE: The Contractor shall not be compensated for travel time to the primary location of service provision.	

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:

TITAN Program Director
Tennessee Department of Safety and Homeland Security
Research Planning and Development Division
Telephone #: (615) 743-4967
1150 Foster Ave
Nashville, TN 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: TITAN Record Management System (Department of Safety and Homeland Security/Research Planning and Development 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:

TITAN Program Director
Tennessee Department of Safety and Homeland Security
Research Planning and Development Division
1150 Foster Ave
Nashville, TN 37243
Email Address: Titan.Safety@tn.gov
Telephone #: (615) 743-4967

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 or suspend this Contract upon written notice to the Contractor. The State's exercise of its right to terminate or suspend 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 or suspends 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 or suspension date but shall not be entitled to compensation for any services performed subsequent to termination date or during a period of suspension. Should the State exercise its right to terminate or suspend 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 One), 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. As applicable, 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 through 67-6-608. 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 the 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 through 9-8-408.

D.27. Entire Agreement. This Contract is complete and contains the entire understanding between the Parties relating to its subject matter, including all the terms and conditions of the Parties' agreement. This Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the Parties, whether written or oral.

D.28. Severability. If any terms and conditions of this Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions of this Contract shall not be affected and shall remain in full force and effect. The terms and conditions of this Contract are severable.

D.29. Headings. Section headings of this Contract are for reference purposes only and shall not be construed as part of this Contract.

D.30. Incorporation of Additional Documents. Each of the following documents is included as a part of this Contract by reference. In the event of a discrepancy or ambiguity regarding the Contractor's duties, responsibilities, and performance under this Contract, these items shall govern in order of precedence below:

a. any amendment to this Contract, with the latter in time controlling over any earlier amendments;
b. this Contract with any attachments or exhibits (excluding the items listed at subsections c. through f., below), which includes Attachment One;
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 through 50-6-103, 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. Cyber Liability Insurance

1) The Contractor shall maintain cyber liability insurance in an amount not less than three million dollars ($3,000,000) per occurrence or claim and five million dollars ($5,000,000) annual aggregate. Such insurance shall be sufficiently broad to respond to the Contractor's duties and obligations under this Contract, and shall include coverage for 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 three million dollars ($3,000,000) 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 the requirements of this Contract and applicable state and federal law. All material, information, and data regardless of form, medium or method of communication, that the Contractor will have access to, acquire, or is provided to the Contractor by the State or acquired by the Contractor on behalf of the State shall be regarded as "Confidential Information." The State grants the Contractor a limited license to use the Confidential Information but only to perform its obligations under the Contract. 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 under state or federal law or otherwise authorized in writing by the State. Contractor shall take all necessary steps to safeguard the confidentiality of such Confidential Information in conformance with the requirements of this contract and with applicable state and federal law.

As long as the Contractor maintains State Confidential Information, 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.

D.37. Information Technology Security Requirements (State Data, Audit, and Other Requirements).

a. "**State Data**" is any and all data that can be accessed, processed, generated, including derivative works, stored, or hosted by the Contractor in performance of this Contract." The Contractor shall protect State Data as follows:

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

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

(2) The Contractor shall encrypt State Data at rest and in transit using the current version of Federal Information Processing Standard ("FIPS") 140-2 **or** 140-3 (or current applicable version) validated encryption technologies. The State shall control all access to encryption keys. The Contractor shall provide installation and maintenance support at no cost to the State.

(3) The Contractor shall maintain, obtain, or undergo the following third-party information security certification(s), authorization(s), examination(s), assessments, or audit(s) for both the Contractor and the Contractor's processing environment containing State Data. The Contractor shall ensure that each certification, authorization, examination, or assessment remains current and valid throughout the term of the Contract.

i. **FedRAMP Authorization** - The Contractor and Contractor's processing environment containing State Data shall maintain an active Federal Risk and Authorization Management Program (FedRAMP) Moderate or higher Authorization to Operate as issued by a federal agency or the FedRAMP Program Management Office; and

ii. **GovRAMP Authorization** - The Contractor and Contractor's processing environment containing State Data shall maintain authorization by the Government Risk and Authorization Management Program (GovRAMP) and undergo an annual audit performed by a GovRAMP-approved Third Party Assessment Organization (3PAO);

(4) Upon request by the State or the Comptroller of the Treasury, and within thirty (30) days of completion or receipt of any certification, authorization, examination, assessment, or audit required under Contract Section D.37,a.(3) the Contractor shall provide the State or the Comptroller of the Treasury with the following documentation and deliverables. The Contractor shall ensure that all documentation remains current, complete, and accurate throughout the term of the Contract.

i. FedRAMP Authorization

1) The FedRAMP Authorization Letter (Authorization to Operate);
2) The System Security Plan in its entirety;
3) The Security Assessment Plan;
4) The Security Assessment Report in its entirety prepared by the FedRAMP-approved Third-Party Assessment Organization; and
5) The current Plan of Action and Milestones documenting all known control weaknesses and remediation status, which the Contractor shall maintain or cause to maintain in a current and accurate state throughout the term of the Contract; and

ii. GovRAMP Authorization

1) The GovRAMP Authorization Letter or equivalent documentation issued by the GovRAMP Program Office;
2) The System Security Plan in its entirety;
3) The Security Assessment Plan;
4) The Security Assessment Report in its entirety prepared by the GovRAMP-approved Third-Party Assessment Organization; and
5) The current Plan of Action and Milestones documenting all known control weaknesses and remediation status, which the Contractor shall maintain or cause to maintain in a current and accurate state throughout the term of the Contract.

Upon request by the State or the Comptroller of the Treasury, the Contractor shall also provide current Subcontractor certifications, reports, and related deliverables pertaining to services provided under this Contract within thirty (30) days. If any certification, authorization, examination, or assessment required under this Contract for any Subcontractor supporting this Contract lapses, expires, is suspended, or is revoked, the Contractor shall notify the State in writing within five (5) business days of learning of the status change and provide: (i) the effective date and reason; (ii) the services and State Data affected; and (iii) the Contractor's corrective action plan and interim risk mitigations.

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

(5) The Contractor must annually perform Penetration Tests and Vulnerability Assessments against its Processing Environment per the NIST 800-115 definition. "Processing Environment" shall mean the combination of software and hardware on which the Application runs. "Application" shall mean the computer code that supports and accomplishes the State's requirements as set forth in this Contract. "Penetration Tests" shall be in the form of attacks on the Contractor's computer system, with the purpose of discovering security weaknesses which have the potential to gain access to the Processing Environment's features and data. The "Vulnerability Assessment" shall be designed and executed to define, identify, and classify the security holes (vulnerabilities) in the Processing Environment. The Contractor shall allow the State, at its option, to perform Penetration Tests and Vulnerability Assessments on the Processing Environment. The Contractor shall provide a letter of attestation on its processing environment that penetration tests and vulnerability assessments has been performed on an annual basis and taken corrective action to evaluate and address any findings.

In the event of an unauthorized disclosure or unauthorized access to State Data, the State Strategic Technology Solutions (STS) Security Incident Response Team (SIRT) must be notified and engaged by calling the State Customer Care

Center (CCC) at 615-741-1001. Any such event must be reported by the Contractor within twenty-four (24) hours after the unauthorized disclosure has come to the attention of the Contractor;

(6) If a breach has been confirmed a fully un-modified third-party forensics report must be supplied to the State and through the STS SIRT. This report must include indicators of compromise (IOCs) as well as plan of actions for remediation and restoration. Contractor shall take all necessary measures to halt any further Unauthorized Disclosures;

(7) Upon State request, the Contractor shall provide a copy of all State Data it holds. The Contractor shall provide such data on media and in a format determined by the State; and

(8) Upon termination of this Contract and in consultation with the State, the Contractor shall destroy, and ensure all subcontractors shall destroy, all 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 shall implement and maintain privacy and security controls that follow the guidelines set forth in NIST 800-53, "Security and Privacy Controls for Federal Information Systems and Organizations," as amended from time to time. The Contractor shall meet annually, or as otherwise agreed, with the State to review the implementation of this Section. Upon request from the State or the Comptroller of the Treasury, the Contractor must provide the State or the Comptroller of the Treasury with a System Security Plan that describes how the Contractor implemented privacy and security controls within NIST 800-53;

(2) The Contractor agrees to maintain the Application so that it will run on a current, manufacturer-supported Operating System. "Operating System" shall mean the software that supports a computer's basic functions, such as scheduling tasks, executing applications, and controlling peripherals;

(3) If the Application requires middleware or database software, Contractor shall maintain middleware and database software versions that are always fully compatible with current versions of the Operating System and Application to ensure that security vulnerabilities are not introduced; and

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

c. Business Continuity Requirements.

The Contractor shall maintain sets of documents, instructions, and procedures that enable the Contractor to respond to accidents, disasters, emergencies, or threats without any stoppage or hindrance to key operations ("Business Continuity Requirements"). Business Continuity Requirements shall include:

(1) Disaster Recovery Capabilities

Disaster Recovery Capabilities refer to the actions the Contractor takes to meet the Recovery Point Objective (RPO) and Recovery Time Objective (RTO) defined below. Disaster Recovery Capabilities shall comply with NIST SP 800-53

Rev. 5, Contingency Planning (CP) controls, (moderate baseline controls) including CP-1 through CP-10, as applicable, and shall ensure continuity of operations for critical systems and services.

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: Fifteen (15) Minutes

ii. Recovery Time Objective (RTO)

The RTO is defined as the targeted duration of time and service level within which a business process must be restored after a disruption in order to avoid unacceptable consequences: One (01) Hour

(2) Disaster Recovery Plan

The Contractor and Subcontractor(s) shall maintain a documented Disaster Recovery Plan aligned with NIST SP 800-53 CP controls (e.g., CP-2: Contingency Plan, CP-4: Contingency Plan Testing, CP-6: Alternate Storage Site). The plan shall include, at minimum:

i. Identification and prioritization of critical systems, applications, and dependencies;
ii. Backup and restoration procedures;
iii. Roles, responsibilities, and communication protocols; and
iv. Periodic review and maintenance procedures

The Contractor shall provide a summary of the Disaster Recovery Plan to the State upon request.

(3) Disaster Recovery Testing

The Contractor and Subcontractor(s) shall perform at least one Disaster Recovery Test every three hundred sixty-five (365) days. A Disaster Recovery Test shall verify the effectiveness of restoration procedures executed after a critical IT failure or disruption. Success shall be defined as demonstrating the ability to meet the State's RPO and RTO objectives.

(4) Reporting

The Contractor shall provide written confirmation to the State after each Disaster Recovery Test, verifying that the Contractor's Disaster Recovery Capabilities meet the RPO and RTO requirements.

d. Comptroller Audit Requirements.

Upon reasonable notice and at any reasonable time, the Contractor agrees to allow the Comptroller of the Treasury, or the Comptroller's duly appointed representatives, to perform information technology control audits of the Contractor's information technology hosting and processing environment used by the Contractor to provide services under this Contract. The audit may evaluate whether the Contractor has implemented appropriate privacy and security controls consistent with NIST Special Publication 800-53, including controls generally classified as general controls and application controls. The audit may also assess whether those controls are designed and operating effectively and whether the Contractor is complying with applicable policies, laws, and regulations.

For purposes of this section:

General Controls are policies, procedures, and technical mechanisms that support the overall operation and integrity of information systems and applications, including areas such as access security, change management, system development, backup and recovery, and system maintenance.

Application Controls are the automated or manual controls built into specific applications to ensure the completeness, accuracy, authorization, and validity of data and transactions processed by those applications.

The audit may include, but is not limited to:

1) Review and evaluation of independent assurance deliverables required under Contract Section D.37.a.(4). to determine whether the Contractor's or Subcontractor's control environment and related safeguards are designed and operating effectively;
2) Review of documentation describing the Contractor's information technology control environment, policies, and procedures;
3) Interviews with technical and management personnel responsible for implementing, monitoring, and maintaining information technology controls;
4) Inspection of technical, administrative, or physical controls implemented to protect State Data and support service delivery under this Contract;
5) Review of relevant transaction logs, audit trails, vulnerability scans, or other supporting evidence necessary to verify compliance with applicable control requirements; and
6) Performance of other audit procedures deemed necessary by the Comptroller of the Treasury to verify compliance with applicable federal or state laws, regulations, or policies, or to assess the adequacy and effectiveness of the Contractor's control environment.

The Contractor shall ensure that its Subcontractors cooperate and provide reasonable access to information or personnel necessary for the audit to the extent such information pertains to the services provided under this Contract.

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

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

D.38 State Sponsored Insurance Plan Enrollment. The Contractor warrants that it will not enroll or permit its employees, officials, or employees of subcontractors to enroll or participate in a state sponsored health insurance plan through their employment, official, or contractual relationship with Contractor unless Contractor first demonstrates to the satisfaction of the Department of Finance and Administration that it and any subcontract entity satisfies the definition of a governmental or quasigovernmental entity as defined by federal law applicable to ERISA.

D.39 Foreign Adversary Company Attestation. The Contractor attests that they are not a "Foreign adversary company" within the meaning of Pub. Ch. 768 (2026) and that the Contractor is not knowingly selling an information and communications technology final product or service within the meaning of Pub. Ch. 768 (2026).

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. Additional lines, items, or options. At its sole discretion, the State may make written requests to the Contractor to add lines, items, or options that are needed and within the Scope but were not included in the original Contract. Such lines, items, or options will be added to the Contract through a Memorandum of Understanding ("MOU"), not an amendment.

a. After the Contractor receives a written request to add lines, items, or options, the Contractor shall have ten (10) business days to respond with a written proposal. The Contractor's written proposal shall include:

(1) The effect, if any, of adding the lines, items, or options on the other goods or services required under the Contract;

(2) Any pricing related to the new lines, items, or options;

(3) The expected effective date for the availability of the new lines, items, or options; and

(4) Any additional information requested by the State.

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

c. To indicate acceptance of a proposal, the State will sign it. The signed proposal shall constitute a MOU between the Parties, and the lines, items, or options shall be incorporated into the Contract as if set forth verbatim.

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

E.3. Intellectual Property Indemnity. The Contractor agrees to indemnify and hold harmless the State of Tennessee as well as its officers, agents, and employees from and against any and all claims or suits which may be brought against the State concerning or arising out of any claim of an alleged patent, copyright, trade secret or other intellectual property infringement. In any such claim or action brought against the State, the Contractor shall satisfy and indemnify the State for the amount of any settlement or final judgment, and the Contractor shall be responsible for all legal or other fees or expenses incurred by the State arising from any such claim. The State shall give the Contractor notice of any such claim or suit, however, the failure of the State to give such notice shall only relieve Contractor of its obligations under this Section to the extent Contractor can demonstrate actual prejudice arising from the State's failure to give notice. This Section shall not grant the Contractor, through its attorneys, the right to represent the State of Tennessee in any legal matter, as provided in Tenn. Code Ann. § 8-6-106.

In addition to the above indemnity, if the State's use of any deliverable, or any portion thereof, provided under this Contract, is or is likely to be enjoined by order of a court of competent jurisdiction as such an infringement or unauthorized use, the Contractor, at is expense, shall: (x) procure for the State the continued use of such deliverable; (y) replace such deliverable with a non-infringing counterpart; or (z) modify such deliverable so it becomes non-infringing; provided that, if (y) or (z) is the option chosen by the Contractor, the replacement or modified deliverable must be capable of performing substantially the same function. Notwithstanding the foregoing, the State retains the right to terminate the Contract in accordance with Section D.6. hereunder in the event of such infringement or unauthorized use, and any such exercise of these allowable options by Contractor shall not relieve Contractor of its indemnity obligations under this Section.

The forgoing indemnity does not apply to the extent that the infringement arises from the State's: (i) use of the deliverable not in accordance with instructions, documentations, or specifications ("Misuse"); (ii) alteration, modification or revision of the Deliverables not expressly authorized by the Contractor ("Alteration"); (iii) failure to use or implement corrections or enhancements to the Deliverables made available by the Contractor to the State at no additional cost to the State, except where such failure to use or implement corrections or enhancements is a result of State's termination in accordance with the preceding paragraph; or (iv) combination of the Deliverables with materials not provided, specified, or approved by the Contractor.

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. Transfer of Ownership of Custom Software Developed for the State.

a. Definitions.

(1) "Contractor-Owned Software," shall mean commercially available software the rights to which are owned by Contractor, including but not limited to commercial "off-the-shelf" software which is not developed using State's money or resources.

(2) "Custom-Developed Application Software," shall mean customized application software developed by Contractor for the State under this Contract intended to function with the Contractor-Owned Software or any Work Product provided under this Contract.

(3) "Rights Transfer Application Software," shall mean any pre-existing application software and documentation owned or supplied by Contractor or a third party necessary for the use, functioning, support, or maintenance of the Contractor-Owned Software, the Custom-Developed Application Software, Third Party Software, and any Work Product provided to State.

(4) "Third-Party Software," shall mean software supplied by Contractor under this Contract or necessary for the functioning of any Work Product not owned by the State or the Contractor.

(5) "Work Product," shall mean all deliverables such as software, software source code, documentation, planning, etc., that are created, designed, developed, or documented by the Contractor for the State under this Contract. Work Product shall include Rights Transfer Application Software.

b. Rights and Title to the Software

(1) All right, title and interest in and to the Contractor-Owned Software shall at all times remain with Contractor, subject to any license or transfer of rights or ownership granted under this Contract. Contractor grants the State a perpetual non-exclusive license to the Contractor-Owned Software to be used solely with the Custom-Developed Application Software and the Work Product.

(2) Contractor shall provide the source code in the Custom-Developed Application Software, Work Product and the Contractor-Owned Software, with all subsequent modifications, enhancements, bug-fixes or any other changes in the source code of the Work Product and the Contractor-Owned Software and all other code and documentation necessary for the Custom-Developed Application Software to be installed and function as intended and as set forth in this Contract, to the State.

(3) Contractor may lease or sell the Custom-Developed Application Software to third parties with the written permission of the State, which permission may be conditioned on the State receiving royalties from such sales or licenses.

(4) All right, title and interest in and to the Custom-Developed Application Software, and to modifications thereof made by State, including without limitation all copyrights, patents, trade secrets and other intellectual property and other proprietary rights embodied by and arising out of the Custom-Developed Application Software, shall belong to State. To the extent such rights do not automatically belong to State, Contractor hereby assigns, transfers, and conveys

all right, title and interest in and to the Custom-Developed Application Software, including without limitation the copyrights, patents, trade secrets, and other intellectual property rights arising out of or embodied by the Custom-Developed Application Software. Contractor and its employees, agents, contractors or representatives shall execute any other documents that State or its counsel deem necessary or desirable to document this transfer or allow State to register its claims and rights to such intellectual property rights or enforce them against third parties.

(5) All right, title and interest in and to the Third-Party Software shall at all times remain with the third party, subject to any license or other rights granted to the State under this Contract or otherwise.

c. The Contractor may use for its own purposes the general knowledge, skills, experience, ideas, concepts, know-how, and techniques obtained and used during the course of performing under this Contract. The Contractor may develop for itself, or for others, materials which are similar to or competitive with those that are produced under this Contract.

E.7. Extraneous Terms and Conditions. Contractor shall fill all orders submitted by the State under this Contract. No purchase order, invoice, or other documents associated with any sales, orders, or supply of any good or service under this Contract shall contain any terms or conditions other than as set forth in the Contract. Any such extraneous terms and conditions shall be void, invalid and unenforceable against the State. Any refusal by Contractor to supply any goods or services under this Contract conditioned upon the State submitting to any extraneous terms and conditions shall be a material breach of the Contract and constitute an act of bad faith by Contractor.

E.8. 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.9. 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.10. Lobbying. The Contractor certifies, to the best of its knowledge and belief, that:

a. No federally appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of an agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with any contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

c. The Contractor shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

E.11. Partial Takeover of Contract. The State may, at its convenience and without cause, exercise a partial takeover of any service that the Contractor is obligated to perform under this Contract, including any service which is the subject of a subcontract between Contractor and a third party (a "Partial Takeover"). A Partial Takeover of this Contract by the State shall not be deemed a breach of contract. The Contractor shall be given at least thirty (30) days prior written notice of a Partial Takeover. The notice shall specify the areas of service the State will assume and the date the State will be assuming. The State's exercise of a Partial Takeover shall not alter the Contractor's other duties and responsibilities under this Contract. The State reserves the right to withhold from the Contractor any amounts the Contractor would have been paid but for the State's exercise of a Partial Takeover. The amounts shall be withheld effective as of the date the State exercises its right to a Partial Takeover. The State's exercise of its right to a Partial Takeover of this Contract shall not entitle the Contractor to any actual, general, special, incidental, consequential, or any other damages irrespective of any description or amount.

E.12. Unencumbered Personnel. The Contractor shall not restrict its employees, agents, subcontractors or principals who perform services for the State under this Contract from performing the same or similar services for the State after the termination of this Contract, either as a State employee, an independent contractor, or an employee, agent, subcontractor or principal of another contractor with the State.

E.13. Personally Identifiable Information. While performing its obligations under this Contract, Contractor may have access to Personally Identifiable Information held by the State ("PII"). For the purposes of this Contract, "PII" includes "Nonpublic Personal Information" as that term is defined in Title V of the Gramm-Leach-Bliley Act of 1999 or any successor federal statute, and the rules and regulations thereunder, all as may be amended or supplemented from time to time ("GLBA") and personally identifiable information and other data protected under any other applicable laws, rule or regulation of any jurisdiction relating to disclosure or use of personal information ("Privacy Laws"). Contractor agrees it shall not do or omit to do anything which would cause the State to be in breach of any Privacy Laws. Contractor shall, and shall cause its employees, agents and representatives to: (i) keep PII confidential and may use and disclose PII only as necessary to carry out those specific aspects of the purpose for which the PII was disclosed to Contractor and in accordance with this Contract, GLBA and Privacy Laws; and (ii) implement and maintain appropriate technical and organizational measures regarding information security to: (A) ensure the security and confidentiality of PII; (B) protect against any threats or hazards to the security or integrity of PII; and (C) prevent unauthorized access to or use of PII. Contractor shall immediately notify State: (1) of any disclosure or use of any PII by Contractor or any of its employees, agents and representatives in breach of this Contract; and (2) of any disclosure of any PII to Contractor or its employees, agents and representatives where the purpose of such disclosure is not known to Contractor or its employees, agents and representatives. The State reserves the right to review Contractor's policies and procedures used to maintain the security and confidentiality of PII and Contractor shall, and cause its employees, agents and representatives to, comply with all reasonable requests or directions from the State to enable the State to verify or ensure that Contractor is in full compliance with its obligations under this Contract in relation to PII. Upon termination or expiration of the Contract or at the State's direction at any time in its sole discretion, whichever is earlier, Contractor shall immediately return to the State any and all PII which it has received under this Contract and shall destroy all records of such PII.

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

individuals whose PII was affected by the Unauthorized Disclosure. The Contractor shall bear the cost of notification to all individuals affected by the Unauthorized Disclosure, including individual letters and public notice. The remedies set forth in this Section are not exclusive and are in addition to any claims or remedies available to this State under this Contract or otherwise available at law. The obligations set forth in this Section shall survive the termination of this Contract.

E.14. Criminal Justice Information Services ("CJIS" Data). The Contractor shall meet all applicable requirements of the most current version of the Criminal Justice Information Services (CJIS) Security Policy.

E.15. Artificial Intelligence (AI) Use and Compliance Requirements. The Contractor agrees that any product, service, or solution incorporating Artificial Intelligence (AI), including Generative AI (GenAI), procured under this Agreement shall comply fully with the State of Tennessee's Enterprise Artificial Intelligence Policy (Policy 200-POL-007), available at: tn.gov/content/dam/tn/finance/artificial-intelligence/200-POL-007 Enterprise Artificial Intelligence Policy.pdf

The Contractor further agrees to the following:

a. Data Privacy and Security

Contractor shall not use, access, store, transmit, or process any State Data—including but not limited to confidential, privileged, personally identifiable information (PII), protected health information (PHI), Payment Card Industry (PCI) data, criminal justice information (CJIS), federal tax information (FTI), Centers for Medicare & Medicaid Services (CMS) data, Social Security Administration (SSA) data, Family Education Rights & Privacy Act (FERPA) data, or internal communications—through any AI tools or platforms unless:

(1) The AI tool is explicitly approved in writing by the State; and

(2) The tool is operated within a secure State-controlled or approved environment.

b. Prohibition on Model Training

Contractor shall not use State Data to train, fine-tune, or otherwise improve AI models, unless expressly authorized in writing by the State and in accordance with Policy No. 200-OL-007.

c. Transparency and Accountability

Contractor shall clearly disclose when AI tools are used in providing services or generating content on behalf of the State. Contractor is responsible or the accuracy, reliability, and appropriateness of all AI-generated outputs.

d. Use of Approved Tools Only

Only State-approved AI platforms, systems, or services may be used in the performance of this contract. Use of public, consumer, or non-State-managed AI platforms (e.g., ChatGPT, Google Gemini, etc.) with State Data is strictly prohibited unless authorized in writing.

e. Ongoing Compliance and Risk Mitigation

Contractor shall ensure continued compliance with evolving State and federal regulations related to AI. The State reserves the right to audit or review AI usage under this Contract at any time.

f. Indemnification

Contractor shall further indemnify and hold harmless the State in accordance with the Hold Harmless section of this Agreement for any unauthorized disclosure, misuse, or compromise of State Data resulting from AI-related processing that violates this Contract or State policy.

E.16. Federal Funding Accountability and Transparency Act (FFATA). This Contract requires the Contractor to provide supplies or services that are funded in whole or in part by federal funds that are subject to FFATA. The Contractor is responsible for ensuring that all applicable requirements, including but not limited to those set forth herein, of FFATA are met and that the Contractor provides information to the State as required.

The Contractor shall comply with the following:

a. Reporting of Total Compensation of the Contractor's Executives.

(1) The Contractor shall report the names and total compensation of each of its five most highly compensated executives for the Contractor's preceding completed fiscal year, if in the Contractor's preceding fiscal year it received:

i. 80 percent or more of the Contractor's annual gross revenues from federal procurement contracts and federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
ii. $25,000,000 or more in annual gross revenues from federal procurement contracts (and subcontracts), and federal financial assistance subject to the Transparency Act (and subawards); and
iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Securities and Exchange Commission total compensation filings at http://www.sec.gov/answers/execomp.htm.).

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

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

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

vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds $10,000.

b. The Contractor must report executive total compensation described above to the State by the end of the month during which this Contract is awarded.

c. If this Contract is amended to extend the Term, the Contractor must submit an executive total compensation report to the State by the end of the month in which the term extension becomes effective.

d. The Contractor will obtain a Unique Entity Identifier (UEI) number and maintain its UEI number for the term of this Contract. More information about obtaining a UEI Number can be found at: the System for Award Management (SAM.gov).

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

IN WITNESS WHEREOF,

CONTRACTOR LEGAL ENTITY NAME:

CONTRACTOR SIGNATURE **DATE**

PRINTED NAME AND TITLE OF CONTRACTOR SIGNATORY (above)

DEPARTMENT OF SAFETY AND HOMELAND SECURITY:

JEFF LONG, COMMISSIONER **DATE**

ATTACHMENT ONE

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