



**STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION (TDOT)**

**REQUEST FOR PROPOSALS
FOR THE
TENNESSEE TRAFFIC INFORMATION MANAGEMENT AND
EVALUATION SYSTEM (TN-TIMES)**

RFP # 40100-01019

RFP CONTENTS

SECTIONS:

- 1. INTRODUCTION**
- 2. RFP SCHEDULE OF EVENTS**
- 3. RESPONSE REQUIREMENTS**
- 4. GENERAL CONTRACTING INFORMATION & REQUIREMENTS**
- 5. EVALUATION & CONTRACT AWARD**

ATTACHMENTS:

- 6.1. Response Statement of Certifications & Assurances**
- 6.2. Technical Response & Evaluation Guide**
- 6.3. Cost Proposal & Scoring Guide**
- 6.4. Reference Questionnaire**
- 6.5. Score Summary Matrix**
- 6.6. *Pro Forma* Contract**

1. INTRODUCTION

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

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

1.1. Statement of Procurement Purpose

The contractor shall deploy the Tennessee Traffic Information Management and Evaluation System (“TN-TIMES”), a fully functional and integrated contractor hosted Software as a Service (“SaaS”) for the compilation, storage, management, evaluation, and reporting of Tennessee traffic classification and volume count Data.

1.1.1. The State currently utilizes the State-administered Advanced Data Analysis and Management (ADAM) system to acquire, analyze, and manage the State’s traffic count Data. The purpose of this solicitation is to procure TN-TIMES to replace ADAM. Since this is a new procurement for which there is no existing contract, the maximum liability for the TN-TIMES contract cannot be accurately estimated.

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

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

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

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

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

1.3. Nondiscrimination

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

1.4. RFP Communications

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

RFP # 40100-01019

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

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

Jennifer Garrison
 Central Procurement Office, Department of General Services
 WRS Tennessee Tower, 3rd Floor
 312 Rosa L. Parks Ave., Nashville, TN 37243
Jennifer.B.Garrison@tn.gov
 Telephone # 615-532-2440
 FAX # 615-741-0684

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

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

Helen Crowley
 Central Procurement Office, Department of General Services
 WRS Tennessee Tower, 3rd Floor
 312 Rosa L. Parks Ave., Nashville, TN 37243
Helen.Crowley@tn.gov
 Telephone # 615-741-3836
 FAX # 615-741-0684

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

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

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

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

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

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

1.7. **Pre-Response Conference**

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

The conference will be held at:

Department of General Services
 Central Procurement Office
 William R. Snodgrass TN Tower – 3rd Floor
 312 Rosa L. Parks Avenue
 Nashville, TN 37243

OR via WebEx:

https://tngov.webex.com/mw3300/mywebex/default.do?siteurl=tngov&service=1&main_url=%2Fmc3300%2Fmeetingcenter%2Fdefault.do%3Fsiteurl%3Dtngov%26main_url%3D%252Fmc3300%252Fmeetingcenter%252Fmeetingend%252Flandingpage.do%253Fsiteurl%253Dtngov%2526ishost%253Dtrue%2526NM%253DCSalita%2526AD%253Dchris.salita%2540tn.gov%2526STD%253D1&rnd=-328104229

Meeting number (access code): 644 272 325

Meeting password: htejqem

Join from a video system or application

Dial 644272325@tngov.webex.com

You can also dial 173.243.2.68 and enter your meeting number.

Join by phone

+1-415-655-0003 US TOLL

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

1.8. **Notice of Intent to Respond**

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

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

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

1.9. **Response Deadline**

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

2. RFP SCHEDULE OF EVENTS

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

EVENT	TIME (central time zone)	DATE
1. RFP Issued		March 15, 2019
2. Disability Accommodation Request Deadline	2:00 p.m.	March 20, 2019
3. Pre-response Conference	10:00 a.m.	March 25, 2019
4. Notice of Intent to Respond Deadline	2:00 p.m.	March 26, 2019
5. Written "Questions & Comments" Deadline	2:00 p.m.	March 29, 2019
6. State Response to Written "Questions & Comments"		April 16, 2019
7. Response Deadline	2:00 p.m.	May 24, 2019
8. State Schedules Respondent Oral Presentation		May 28, 2019
9. Respondent Oral Presentation	8:00 a.m. - 4:30 p.m.	June 12-14, 2019
10. State Completion of Technical Response Evaluations		June 21, 2019
11. State Opening & Scoring of Cost Proposals	2:00 p.m.	June 24, 2019
12. Negotiations		June 25-28, 2019
13. State Notice of Intent to Award Released <u>and</u> RFP Files Opened for Public Inspection		July 1, 2019
14. End of Open File Period		July 8, 2019
15. State sends contract to Contractor for signature		July 9, 2019
16. Contractor Signature Deadline	2:00 p.m.	July 12, 2019

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

3. RESPONSE REQUIREMENTS

3.1. Response Form

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

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

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

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

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

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

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

3.2. Response Delivery

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

“RFP # 40100-01019 TECHNICAL RESPONSE ORIGINAL”

and six (6) digital copies of the Technical Response each in the form of one (1) digital document in “PDF” format properly recorded on its own otherwise blank, standard CD-R recordable disc or USB flash drive labeled:

“RFP # 40100-01019 TECHNICAL RESPONSE COPY”

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

“RFP # 40100-01019 COST PROPOSAL ORIGINAL”

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

“RFP # 40100-01019 COST PROPOSAL COPY”

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

“DO NOT OPEN... RFP # 40100-01019 TECHNICAL RESPONSE FROM [RESPONDENT LEGAL ENTITY NAME]”
 - 3.2.3.2. The Cost Proposal original document and digital copy must be placed in a separate, sealed package that is clearly labeled:

“DO NOT OPEN... RFP # 40100-01019 COST PROPOSAL FROM [RESPONDENT LEGAL ENTITY NAME]”

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

“RFP # 40100-01019 SEALED TECHNICAL RESPONSE & SEALED COST PROPOSAL FROM [RESPONDENT LEGAL ENTITY NAME]”

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

Jennifer Garrison
 Central Procurement Office, Department of General Services
 WRS Tennessee Tower, 3rd Floor
 312 Rosa L. Parks Ave., Nashville, TN 37243
Jennifer.B.Garrison@tn.gov
 Telephone # 615-532-2440
 FAX # 615-741-0684

3.3. Response & Respondent Prohibitions

- 3.3.1. A response must not include alternate contract terms and conditions. If a response contains such terms and conditions, the State, at its sole discretion, may determine the response to be a non-responsive counteroffer and reject it.
- 3.3.2. A Respondent shall not include in its response, or after contract award, any end-user license agreement, manufacturer’s terms and conditions, service guide, clickwrap agreement, shrinkwrap agreement, online terms and conditions, or other terms and conditions that supplement, modify, or contradict the terms set forth in the pro forma contract.
- 3.3.3. A response must not restrict the rights of the State or otherwise qualify either the offer to deliver goods or provide services as required by this RFP or the Cost Proposal. If a response restricts the rights of the State or otherwise qualifies either the offer to deliver goods or provide services as required by this RFP or the Cost Proposal, the State, at its sole discretion, may determine the response to be a non-responsive counteroffer and reject it.
- 3.3.4. A response must not propose alternative goods or services (*i.e.*, offer services different from those requested and required by this RFP) unless expressly requested in this RFP. The State may consider a response of alternative goods or services to be non-responsive and reject it.
- 3.3.5. A Cost Proposal must be prepared and arrived at independently and must not involve any collusion between Respondents. The State will reject any Cost Proposal that involves collusion, consultation, communication, or agreement between Respondents. Regardless of the time of detection, the State will consider any such actions to be grounds for response rejection or contract termination.
- 3.3.6. A Respondent must not provide, for consideration in this RFP process or subsequent contract negotiations, any information that the Respondent knew or should have known was materially incorrect. If the State determines that a Respondent has provided such incorrect information, the State will deem the Response non-responsive and reject it.
- 3.3.7. A Respondent must not submit more than one Technical Response and one Cost Proposal in response to this RFP, except as expressly requested by the State in this RFP. If a Respondent

submits more than one Technical Response or more than one Cost Proposal, the State will deem all of the responses non-responsive and reject them.

- 3.3.8. A Respondent must not submit a response as a prime contractor while also permitting one or more other Respondents to offer the Respondent as a subcontractor in their own responses. Such may result in the disqualification of all Respondents knowingly involved. This restriction does not, however, prohibit different Respondents from offering the same subcontractor as a part of their responses (provided that the subcontractor does not also submit a response as a prime contractor).
- 3.3.9. The State shall not consider a response from an individual who is, or within the past six (6) months has been, a State employee. For purposes of this RFP:
- 3.3.9.1 An individual shall be deemed a State employee until such time as all compensation for salary, termination pay, and annual leave has been paid;
- 3.3.9.2 A contract with or a response from a company, corporation, or any other contracting entity in which a controlling interest is held by any State employee shall be considered to be a contract with or proposal from the employee; and
- 3.3.9.3 A contract with or a response from a company, corporation, or any other contracting entity that employs an individual who is, or within the past six (6) months has been, a State employee shall not be considered a contract with or a proposal from the employee and shall not constitute a prohibited conflict of interest.

3.4. **Response Errors & Revisions**

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

3.5. **Response Withdrawal**

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

3.6. **Additional Services**

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

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

3.7. **Response Preparation Costs**

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

4. GENERAL CONTRACTING INFORMATION & REQUIREMENTS

4.1. RFP Amendment

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

4.2. RFP Cancellation

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

4.3. State Right of Rejection

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

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

4.4. Assignment & Subcontracting

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

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

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

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

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

4.5. Right to Refuse Personnel or Subcontractors

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

4.6. **Insurance**

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

4.7. **Professional Licensure and Department of Revenue Registration**

- 4.7.1. All persons, agencies, firms, or other entities that provide legal or financial opinions, which a Respondent provides for consideration and evaluation by the State as a part of a response to this RFP, shall be properly licensed to render such opinions.
- 4.7.2. Before the Contract resulting from this RFP is signed, the apparent successful Respondent (and Respondent employees and subcontractors, as applicable) must hold all necessary or appropriate business or professional licenses to provide the goods or services as required by the contract. The State may require any Respondent to submit evidence of proper licensure.
- 4.7.3. Before the Contract resulting from this RFP is signed, the apparent successful Respondent must be registered with the Tennessee Department of Revenue for the collection of Tennessee sales and use tax. The State shall not award a contract unless the Respondent provides proof of such registration or provides documentation from the Department of Revenue that the Contractor is exempt from this registration requirement. The foregoing is a mandatory requirement of an award of a contract pursuant to this solicitation. For purposes of this registration requirement, the Department of Revenue may be contacted at: TN.Revenue@tn.gov.

4.8. **Disclosure of Response Contents**

- 4.8.1. All materials submitted to the State in response to this RFP shall become the property of the State of Tennessee. Selection or rejection of a response does not affect this right. By submitting a response, a Respondent acknowledges and accepts that the full response contents and associated documents will become open to public inspection in accordance with the laws of the State of Tennessee.
- 4.8.2. The State will hold all response information, including both technical and cost information, in confidence during the evaluation process.
- 4.8.3. Upon completion of response evaluations, indicated by public release of a Notice of Intent to Award, the responses and associated materials will be open for review by the public in accordance with Tenn. Code Ann. § 10-7-504(a)(7).

4.9. **Contract Approval and Contract Payments**

- 4.9.1. After contract award, the Contractor who is awarded the contract must submit appropriate documentation with the Department of Finance and Administration, Division of Accounts.
- 4.9.2. This RFP and its contractor selection processes do not obligate the State and do not create rights, interests, or claims of entitlement in either the Respondent with the apparent best-evaluated response or any other Respondent. State obligations pursuant to a contract award shall commence only after the Contract is signed by the State agency head and the Contractor and after the Contract is approved by all other state officials as required by applicable laws and regulations.
- 4.9.3. No payment will be obligated or made until the relevant Contract is approved as required by applicable statutes and rules of the State of Tennessee.

- 4.9.3.1. The State shall not be liable for payment of any type associated with the Contract resulting from this RFP (or any amendment thereof) or responsible for any goods delivered or services rendered by the Contractor, even goods delivered or services rendered in good faith and even if the Contractor is orally directed to proceed with the delivery of goods or the rendering of services, if it occurs before the Contract Effective Date or after the Contract Term.
- 4.9.3.2. All payments relating to this procurement will be made in accordance with the Payment Terms and Conditions of the Contract resulting from this RFP (refer to RFP Attachment 6.6., *Pro Forma Contract*, Section C).
- 4.9.3.3. If any provision of the Contract provides direct funding or reimbursement for the competitive purchase of goods or services as a component of contract performance or otherwise provides for the reimbursement of specified, actual costs, the State will employ all reasonable means and will require all such documentation that it deems necessary to ensure that such purchases were competitive and costs were reasonable, necessary, and actual. The Contractor shall provide reasonable assistance and access related to such review. Further, the State shall not remit, as funding or reimbursement pursuant to such provisions, any amounts that it determines do not represent reasonable, necessary, and actual costs.

4.10. **Contractor Performance**

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

4.11. **Contract Amendment**

After Contract award, the State may request the Contractor to deliver additional goods or perform additional services within the general scope of the Contract and this RFP, but beyond the specified Scope, and for which the Contractor may be compensated. In such instances, the State will provide the Contractor a written description of the additional goods or services. The Contractor must respond to the State with a time schedule for delivering the additional goods or accomplishing the additional services based on the compensable units included in the Contractor's response to this RFP. If the State and the Contractor reach an agreement regarding the goods or services and associated compensation, such agreement must be effected by means of a contract amendment. Further, any such amendment requiring additional goods or services must be signed by both the State agency head and the Contractor and must be approved by other state officials as required by applicable statutes, rules, policies and procedures of the State of Tennessee. The Contractor must not provide additional goods or render additional services until the State has issued a written contract amendment with all required approvals.

4.12. **Severability**

If any provision of this RFP is declared by a court to be illegal or in conflict with any law, said decision will not affect the validity of the remaining RFP terms and provisions, and the rights and obligations of the State and Respondents will be construed and enforced as if the RFP did not contain the particular provision held to be invalid.

4.13. **Next Ranked Respondent**

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

5. EVALUATION & CONTRACT AWARD

5.1. Evaluation Categories & Maximum Points

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

EVALUATION CATEGORY	MAXIMUM POINTS POSSIBLE
General Qualifications & Experience (refer to RFP Attachment 6.2., Section B)	10
Technical Qualifications, Experience & Approach (refer to RFP Attachment 6.2., Section C)	60
Cost Proposal (refer to RFP Attachment 6.3.)	30

5.2. Evaluation Process

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

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

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

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

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

5.2.1.3. Proposal Evaluation Team members will independently evaluate each Technical Response (that is responsive to the RFP) against the evaluation criteria in this RFP,

and will score each in accordance with the RFP Attachment 6.2., Technical Response & Evaluation Guide.

- 5.2.1.4. For each response evaluated, the Solicitation Coordinator will calculate the average of the Proposal Evaluation Team member scores for RFP Attachment 6.2., Technical Response & Evaluation Guide, and record each average as the response score for the respective Technical Response section.
- 5.2.1.5. The Solicitation Coordinator will invite each Respondent, who is apparently responsive and responsible, to make an oral presentation.
 - 5.2.1.5.1. The Solicitation Coordinator will schedule Respondent presentations during the period indicated by the RFP Section 2, Schedule of Events. The Solicitation Coordinator will make every effort to accommodate each Respondent's schedules. When the Respondent presentation schedule has been determined, the Solicitation Coordinator will contact Respondents with the relevant information as indicated by RFP Section 2, Schedule of Events.
 - 5.2.1.5.2. Respondent presentations are only open to the invited Respondent, Proposal Evaluation Team members, the Solicitation Coordinator, and any technical consultants who are selected by the State to provide assistance to the Proposal Evaluation Team.
 - 5.2.1.5.3. Oral presentations provide an opportunity for Respondents to explain and clarify their responses. Respondents must not materially alter their responses and presentations will be limited to addressing the items detailed in RFP Attachment 6.2., Technical Response & Evaluation Guide. Respondent pricing shall not be discussed during oral presentations. Evaluators may adjust Respondents' Technical Response scores based on Oral Presentations.
 - 5.2.1.5.4. The State will maintain an accurate record of each Respondent's oral presentation session. The record of the Respondent's oral presentation shall be available for review when the State opens the procurement files for public inspection.
- 5.2.1.6. Before Cost Proposals are opened, the Proposal Evaluation Team will review the Technical Response Evaluation record and any other available information pertinent to whether or not each Respondent is responsive and responsible. If the Proposal Evaluation Team identifies any Respondent that does not meet the responsive and responsible thresholds such that the team would not recommend the Respondent for Cost Proposal Evaluation and potential contract award, the team members will fully document the determination.
- 5.2.2. **Cost Proposal Evaluation.** The Solicitation Coordinator will open for evaluation the Cost Proposal of each Respondent deemed by the State to be responsive and responsible and calculate and record each Cost Proposal score in accordance with the RFP Attachment 6.3., Cost Proposal & Scoring Guide.
- 5.2.3. **Total Response Score.** The Solicitation Coordinator will calculate the sum of the Technical Response section scores and the Cost Proposal score and record the resulting number as the total score for the subject Response (refer to RFP Attachment 6.5., Score Summary Matrix).

5.3. Contract Award Process

- 5.3.1 The Solicitation Coordinator will submit the Proposal Evaluation Team determinations and scores to the head of the procuring agency for consideration along with any other relevant information that might be available and pertinent to contract award.
- 5.3.2. The procuring agency head will determine the apparent best-evaluated Response. To effect a contract award to a Respondent other than the one receiving the highest evaluation process score, the head of the procuring agency must provide written justification and obtain the written approval of the Chief Procurement Officer and the Comptroller of the Treasury.
- 5.3.3. The State will issue a Notice of Intent to Award identifying the apparent best-evaluated response and make the RFP files available for public inspection at the time and date specified in the RFP Section 2, Schedule of Events.

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

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

RFP # 40100-01019 STATEMENT OF CERTIFICATIONS AND ASSURANCES

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

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

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

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

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

SIGNATURE:

PRINTED NAME & TITLE:

DATE:

**RESPONDENT LEGAL ENTITY
NAME:**

RFP ATTACHMENT 6.2. — Section A

TECHNICAL RESPONSE & EVALUATION GUIDE

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

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

RESPONDENT LEGAL ENTITY NAME:			
Response Page # (Respondent completes)	Item Ref.	Section A— Mandatory Requirement Items	Pass/Fail
		The Response must be delivered to the State no later than the Response Deadline specified in the RFP Section 2, Schedule of Events.	
		The Technical Response and the Cost Proposal documentation must be packaged separately as required (refer to RFP Section 3.2., <i>et. seq.</i>).	
		The Technical Response must NOT contain cost or pricing information of any type.	
		The Technical Response must NOT contain any restrictions of the rights of the State or other qualification of the response.	
		A Respondent must NOT submit alternate responses (refer to RFP Section 3.3.).	
		A Respondent must NOT submit multiple responses in different forms (as a prime and a subcontractor) (refer to RFP Section 3.3.).	
	A.1.	Provide the Statement of Certifications and Assurances (RFP Attachment 6.1.) completed and signed by an individual empowered to bind the Respondent to the provisions of this RFP and any resulting contract. The document must be signed without exception or qualification.	
	A.2.	Provide a statement, based upon reasonable inquiry, of whether the Respondent or any individual who shall cause to deliver goods or perform services under the contract has a possible conflict of interest (<i>e.g.</i> , employment by the State of Tennessee) and, if so, the nature of that conflict. NOTE: Any questions of conflict of interest shall be solely within the discretion of the State, and the State reserves the right to cancel any award.	
	A.3.	Provide documentation demonstrating that the Respondent has at least three (3) state government customers within the United States who have been using the Respondent's fully operational traffic classification and volume count management and evaluation system for a minimum of three (3) years.	
	A.4.	Provide a current bank reference indicating that the Respondent's business relationship with the financial institution is in positive standing. Such reference must be written in the form of a standard business letter, signed, and dated within the past three (3) months.	

RESPONDENT LEGAL ENTITY NAME:			
Response Page # (Respondent completes)	Item Ref.	Section A— Mandatory Requirement Items	Pass/Fail
	A.5.	Provide two current positive credit references from vendors with which the Respondent has done business written in the form of standard business letters, signed, and dated within the past three (3) months.	
<i>State Use – Solicitation Coordinator Signature, Printed Name & Date:</i>			

RFP ATTACHMENT 6.2. — SECTION B

TECHNICAL RESPONSE & EVALUATION GUIDE

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

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

RFP ATTACHMENT 6.2. — SECTION B (continued)

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

RFP ATTACHMENT 6.2. — SECTION B (continued)

RESPONDENT LEGAL ENTITY NAME:		
Response Page # (Respondent completes)	Item Ref.	Section B— General Qualifications & Experience Items
		<p>NOTE: In order to claim status as a Diversity Business Enterprise under this contract, businesses must be certified by the Governor's Office of Diversity Business Enterprise (Go-DBE). Please visit the Go-DBE website at https://tn.diversitysoftware.com/FrontEnd/StartCertification.asp?TN=tn&XID=9810 for more information.</p> <p>(d) <u>Workforce</u>. Provide the percentage of the Respondent's total current employees by ethnicity and gender.</p> <p>NOTE: Respondents that demonstrate a commitment to diversity will advance State efforts to expand opportunity to do business with the State as contractors and subcontractors. Response evaluations will recognize the positive qualifications and experience of a Respondent that does business with enterprises owned by minorities, women, service-disabled veterans, persons with disabilities, and small business enterprises and who offer a diverse workforce.</p>
	B.16.	<p>Provide a statement of whether or not the Respondent has any current contracts with the State of Tennessee or has completed any contracts with the State of Tennessee within the previous five (5) year period. If so, provide the following information for all of the current and completed contracts:</p> <p>(a) the name, title, telephone number and e-mail address of the State contact knowledgeable about the contract;</p> <p>(b) the procuring State agency name;</p> <p>(c) a brief description of the contract's scope of services;</p> <p>(d) the contract period; and</p> <p>(e) the contract number.</p> <p>NOTES:</p> <ul style="list-style-type: none"> ▪ Current or prior contracts with the State are <u>not</u> a prerequisite and are <u>not</u> required for the maximum evaluation score, and the existence of such contracts with the State will <u>not</u> automatically result in the addition or deduction of evaluation points. ▪ Each evaluator will generally consider the results of inquiries by the State regarding all contracts noted.
	B.17.	<p>Provide customer references from individuals who are <u>not</u> current or former State employees for projects similar to the goods or services sought under this RFP and which represent:</p> <ul style="list-style-type: none"> ▪ two (2) accounts Respondent currently services that are similar in size to the State; <u>and</u> ▪ three (3) completed projects. <p>References from at least three (3) different individuals are required to satisfy the requirements above, e.g., an individual may provide a reference about a completed project and another reference about a currently serviced account. The standard reference questionnaire, which <u>must</u> be used and completed, is provided at RFP Attachment 6.4. References that are not completed as required may be deemed non-responsive and may not be considered.</p> <p>The Respondent will be <u>solely</u> responsible for obtaining fully completed reference questionnaires and including them in the sealed Technical Response. In order to obtain and submit the completed reference questionnaires follow the process below.</p> <p>(a) Add the Respondent's name to the standard reference questionnaire at RFP Attachment 6.4. and make a copy for each reference.</p> <p>(b) Send a reference questionnaire and new, standard #10 envelope to each reference.</p> <p>(c) Instruct the reference to:</p> <ol style="list-style-type: none"> (i) complete the reference questionnaire; (ii) sign and date the completed reference questionnaire; (iii) seal the completed, signed, and dated reference questionnaire within the envelope provided;

RFP ATTACHMENT 6.2. — SECTION B (continued)

RESPONDENT LEGAL ENTITY NAME:		
Response Page # (Respondent completes)	Item Ref.	Section B— General Qualifications & Experience Items
		<p>(iv) sign his or her name in ink across the sealed portion of the envelope; and</p> <p>(v) return the sealed envelope directly to the Respondent (the Respondent may wish to give each reference a deadline, such that the Respondent will be able to collect all required references in time to include them within the sealed Technical Response).</p> <p>(d) <u>Do NOT open the sealed references upon receipt.</u></p> <p>(e) Enclose all <u>sealed</u> reference envelopes within a larger, labeled envelope for inclusion in the Technical Response as required.</p> <p>NOTES:</p> <ul style="list-style-type: none"> ▪ The State will not accept late references or references submitted by any means other than that which is described above, and each reference questionnaire submitted must be completed as required. ▪ The State will not review more than the number of required references indicated above. ▪ While the State will base its reference check on the contents of the sealed reference envelopes included in the Technical Response package, the State reserves the right to confirm and clarify information detailed in the completed reference questionnaires, and may consider clarification responses in the evaluation of references. ▪ The State is under <u>no</u> obligation to clarify any reference information.
	B.18.	<p>Provide a statement and any relevant details addressing whether the Respondent is any of the following:</p> <p>(a) is presently debarred, suspended, proposed for debarment, or voluntarily excluded from covered transactions by any federal or state department or agency;</p> <p>(b) has within the past three (3) years, been convicted of, or had a civil judgment rendered against the contracting party from commission of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;</p> <p>(c) is presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed above; and</p> <p>(d) has within a three (3) year period preceding the contract had one or more public transactions (federal, state, or local) terminated for cause or default.</p>
		<p>SCORE (for <u>all</u> Section B—Qualifications & Experience Items above): (maximum possible score = 10)</p>
State Use – Evaluator Identification:		

RFP ATTACHMENT 6.2. — SECTION C

TECHNICAL RESPONSE & EVALUATION GUIDE

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

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

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

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

RESPONDENT LEGAL ENTITY NAME:					
Response Page # (Respondent completes)	Item Ref.	Section C— Technical Qualifications, Experience & Approach Items	Item Score	Evaluation Factor	Raw Weighted Score
	C.1.	Provide a narrative that illustrates the Respondent's understanding of the State's requirements and project schedule.		10	
	C.2.	Provide a narrative that illustrates how the Respondent will complete the scope of services, accomplish required objectives, and meet the State's project schedule.		10	
	C.3.	Provide a narrative that illustrates how the Respondent will manage the project, ensure completion of the scope of services, and accomplish required objectives within the State's project schedule.		10	
	C.4.	Provide a narrative describing the capabilities for the TN-TIMES solution to accept and utilize traffic classification and volume count Data from Diamond Traffic Products' Traffic Data Collection Devices and Miovision Traffic Data Collection Devices. Include in your narrative whether the TN-TIMES solution (1) will require that the State gather the Data from those devices, convert the Data into a Delimited Text File Format or another format, and upload the converted Data files into TN-TIMES; or (2) is capable of accepting Data directly from those devices and performing all Data conversion so that the Data can be utilized by the TN-TIMES solution.		10	
	C.5.	Provide a narrative describing the process to be used to upload the State's historical traffic classification and volume count Data into the TN-TIMES solution. Include in your narrative (1) whether the State or the Contractor will perform the upload, and (2) the specific file format(s) that the TN-TIMES solution can accept for this Data upload.		5	
	C.6.	Provide a narrative describing the process to be used by the State to select any twenty four (24) or forty eight (48) hour period within the TN-TIMES solution for purposes of TN-TIMES acceptance and compilation of traffic classification and volume count Data collected by a Portable Traffic Data Collection Device.		5	
	C.7.	Provide a narrative describing the process to be used by the State within the TN-TIMES solution to add, delete or modify the federally mandated vehicle classifications.		10	

RESPONDENT LEGAL ENTITY NAME:					
Response Page # (Respondent completes)	Item Ref.	Section C— Technical Qualifications, Experience & Approach Items	Item Score	Evaluation Factor	Raw Weighted Score
	C.8.	Provide a narrative describing the process to be used by the State within the TN-TIMES solution to add, delete or modify the Length Bin Classifications, as well as the subtotal Length Bin Classification groupings.		10	
	C.9.	Provide a narrative describing the process to be used by the State within the TN-TIMES solution to add, delete or modify the State's specified vehicle groups, which currently include (1) Cars, Pickups, and Panel vans ("CPP"); (2) Other Single Units ("OSU"); and (3) Combinations ("C").		10	
	C.10.	Provide a narrative describing the process to be used by the State within the TN-TIMES solution to (1) create or edit metadata for a Traffic Data Reporting Station, (2) create, activate or deactivate a Traffic Data Reporting Station, and (3) edit or delete Traffic Data Reporting Station Data files.		10	
	C.11.	Provide a narrative describing the capability for the TN-TIMES solution to accept and utilize traffic classification, weight, speed and volume count Data collected by Weigh-in-Motion ("WIM") vehicle scales. Include in your narrative whether the TN-TIMES solution (1) will require that the State gather the Data from those devices, convert the Data into a Delimited Text File Format or another format, and upload the converted Data files into TN-TIMES; or (2) is capable of accepting Data directly from those devices and performing all necessary Data conversion so that the Data can be utilized by the TN-TIMES solution. If the TN-TIMES solution is capable of accepting Data directly from those devices, include in your narrative a list of the WIM device brand names and model numbers for which the TN-TIMES solution has this capability.		10	
	C.12.	Provide a narrative describing the process to be used by the State within the TN-TIMES solution to input and edit traffic volume count Data for the State specified vehicle groups, which currently include (1) Cars, Pickups, and Panel vans ("CPP"); (2) Other Single Units ("OSU"); and (3) Combinations ("C"), as well as the resulting percentage of vehicles in each group as compared to the total traffic volume count.		10	
	C.13.	Provide a narrative describing the process to be used by the State within the TN-TIMES solution to request changes to formulas or functions to remain relevant to State and federal demands.		10	
	C.14.	Provide a narrative describing the TN-TIMES solution's online help process.		5	
	C.15.	Provide a narrative describing the process to be used by a State System Administrator to perform user account administrative functions within the TN-TIMES solution, and other administrative functions as appropriate for the TN-TIMES solution. In your response, provide details regarding the following specific user account administrative functions: (1) Suspension of an account for a selectable date range; (2) Configuration of the time period an account is not used before it is deemed inactive; (3) Deactivation of a user account; (4)		10	

RESPONDENT LEGAL ENTITY NAME:					
Response Page # (Respondent completes)	Item Ref.	Section C— Technical Qualifications, Experience & Approach Items	Item Score	Evaluation Factor	Raw Weighted Score
		Reactivation of a user account that has been inactive; (5) Selection of a period for timeout for a user after a predetermined period of inactivity; and (6) Providing multiple logins to a user with multiple roles within TN-TIMES, or providing the user with access to multiple roles from a single TN-TIMES login.			
	C.16.	Provide a narrative describing the process to be used by a State Traffic Data Manager to manage traffic classification and volume count Data within the TN-TIMES solution; including the upload, entry and modification of Data; the generation of queries and reports; and performance of other Data administration functions as appropriate for the TN-TIMES solution.		10	
	C.17.	Provide a narrative describing the process to be used by a State System Administrator to access, upon request, all detailed audit trail Data within TN-TIMES.		5	
	C.18.	Provide a narrative describing the TN-TIMES solution’s online Trouble Ticket System.		5	
	C.19.	Provide a narrative describing the process to be used by a user of the TN-TIMES solution to query and generate reports on demand for any and all Data contained in TN-TIMES, consistent with the security access limitations of the user’s role(s). Include in your narrative, the capability of the TN-TIMES solution to generate these reports in accordance with a user requested frequency (e.g., daily, weekly, monthly, etc.) as determined by date parameters input by the user.		10	
	C.20.	Provide a narrative describing the process to be used by a user of the TN-TIMES solution to generate standard operational and management reports (i.e., “canned reports”). Include in your narrative details regarding the specific “canned reports” available in the TN-TIMES solution.		10	
	C.21.	Provide a narrative describing your solution’s reporting of System Errors. Include in your narrative, the information included on a System Errors report.		5	
<i>The Solicitation Coordinator will use this sum and the formula below to calculate the section score. All calculations will use and result in numbers rounded to two (2) places to the right of the decimal point.</i>				Total Raw Weighted Score:	
				<i>(sum of Raw Weighted Scores above)</i>	
Total Raw Weighted Score		X 60		= SCORE:	
<u>Maximum Possible Raw Weighted Score</u>		<i>(maximum possible score)</i>			
<i>(i.e., 5 x the sum of item weights above)</i>					
<i>State Use – Evaluator Identification:</i>					
<i>State Use – Solicitation Coordinator Signature, Printed Name & Date:</i>					

TECHNICAL RESPONSE & EVALUATION GUIDE

A Proposal Evaluation Team, made up of three or more State employees, will independently evaluate the proposer's response to each item. Each evaluator will use the proposer's oral presentation to assist in the evaluation of the Technical Proposal.

SECTION D: ORAL PRESENTATIONS. The proposer must address all Technical proposal items and identify the presenters that would be directly working on the account.

The respondent's oral presentation shall include a demonstration of the proposed TN-TIMES solution, including functionality and capabilities as requested in RFP Attachment 6.2, Section C.

Respondents must formally request access to State Wi-Fi services, or any other specific needs, in writing by the response due date. This request must be made to the Solicitation Coordinator for this RFP. The State will attempt to make reasonable accommodations available to respondents who request them.

RFP ATTACHMENT 6.3.

COST PROPOSAL & SCORING GUIDE

NOTICE: THIS COST PROPOSAL MUST BE COMPLETED EXACTLY AS REQUIRED

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

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

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

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

RESPONDENT SIGNATURE:			
PRINTED NAME & TITLE:			
DATE:			
RESPONDENT LEGAL ENTITY NAME:			
Cost Item Description	Proposed Cost	State Use Only	
		Evaluation Factor	Evaluation Cost (cost x factor)
TN-TIMES Implementation – All Deliverables	\$	1	
TN-TIMES Enterprise License Subscription, including Hosting, Maintenance & Support – Year 1	\$ / MONTH	12	
TN-TIMES Enterprise License Subscription, including Hosting, Maintenance & Support – Year 2	\$ / MONTH	12	
TN-TIMES Enterprise License Subscription, including Hosting, Maintenance & Support – Year 3	\$ / MONTH	12	
TN-TIMES Enterprise License Subscription, including Hosting, Maintenance & Support – Year 4	\$ / MONTH	12	

RFP ATTACHMENT 6.3. (continued)

RESPONDENT LEGAL ENTITY NAME:			
Cost Item Description	Proposed Cost	State Use Only	
		Evaluation Factor	Evaluation Cost (cost x factor)
TN-TIMES Enterprise License Subscription, including Hosting, Maintenance & Support – Year 5	\$ / MONTH	12	
Jr. Developer – Average Hourly Rate for Years 1-5 <i>(calculated in table below)</i>	State User Only \$ / HOUR	150	
Sr. Developer – Average Hourly Rate for Years 1-5 <i>(calculated in table below)</i>	State User Only \$ / HOUR	150	
Jr. IT Architect – Average Hourly Rate for Years 1-5 <i>(calculated in table below)</i>	State User Only \$ / HOUR	150	
Sr. IT Architect – Average Hourly Rate for Years 1-5 <i>(calculated in table below)</i>	State User Only \$ / HOUR	150	
Jr. Project Manager – Average Hourly Rate for Years 1-5 <i>(calculated in table below)</i>	State User Only \$ / HOUR	150	
Sr. Project Manager – Average Hourly Rate for Years 1-5 <i>(calculated in table below)</i>	State User Only \$ / HOUR	150	
Business Analyst – Average Hourly Rate for Years 1-5 <i>(calculated in table below)</i>	State User Only \$ / HOUR	150	
Tech Writer – Average Hourly Rate for Years 1-5 <i>(calculated in table below)</i>	State User Only \$ / HOUR	150	
EVALUATION COST AMOUNT (sum of evaluation costs above):			
The Solicitation Coordinator will use this sum and the formula below to calculate the Cost Proposal Score. Numbers rounded to two (2) places to the right of the decimal point will be standard for calculations.			
lowest evaluation cost amount from <u>all</u> proposals		x 30	= SCORE:
_____		(maximum section score)	
State Use – Solicitation Coordinator Signature, Printed Name & Date:			

Note: See table below for calculation of the average hourly rates required to complete the above table.

Calculation of Average Hourly Rates:

Respondent shall complete the table below with annual hourly rates for each job classification. The State will calculate the average hourly rate for each job classification, and input the average hourly rate values into the corresponding fields in the table above:

TN-TIMES Task Orders - Hourly Rates						State Use Only
Job Classification	Hourly Rate Year 1 (A)	Hourly Rate Year 2 (B)	Hourly Rate Year 3 (C)	Hourly Rate Year 4 (D)	Hourly Rate Year 5 (E)	Average Hourly Rate [(A) + (B) + (C) + (D) + (E)] / 5
Jr. Developer	\$	\$	\$	\$	\$	\$
Sr. Developer	\$	\$	\$	\$	\$	\$
Jr. IT Architect	\$	\$	\$	\$	\$	\$
Sr. IT Architect	\$	\$	\$	\$	\$	\$
Jr. Project Manager	\$	\$	\$	\$	\$	\$
Sr. Project Manager	\$	\$	\$	\$	\$	\$
Business Analyst	\$	\$	\$	\$	\$	\$
Tech Writer	\$	\$	\$	\$	\$	\$

****Note that the average hourly rates are calculated for purposes of proposal evaluation, and will not be included in the contract resulting from this solicitation. The contract will include the annual hourly rates for each job classification as documented in the "TN-TIMES Task Orders..." table included in the Pro Forma Contract, Section C.3.***

REFERENCE QUESTIONNAIRE

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

The Respondent will be solely responsible for obtaining completed reference questionnaires as required (refer to RFP Attachment 6.2., Technical Response & Evaluation Guide, Section B, Item B.17.), and for enclosing the sealed reference envelopes within the Respondent's Technical Response.

RFP # 40100-01019 REFERENCE QUESTIONNAIRE

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

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

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

- complete this questionnaire (either using the form provided or an exact duplicate of this document);
- sign and date the completed questionnaire;
- seal the completed, signed, and dated questionnaire in a new standard #10 envelope;
- sign in ink across the sealed portion of the envelope; and
- return the sealed envelope containing the completed questionnaire directly to the reference subject.

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

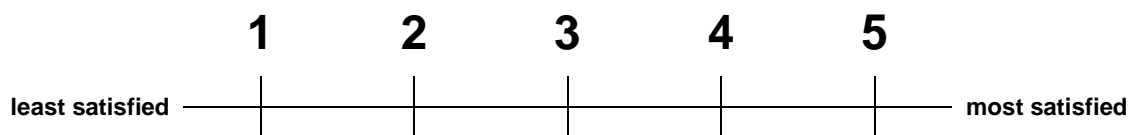
(2) Please provide the following information about the individual completing this reference questionnaire on behalf of the above-named individual, company, organization, or entity.

NAME:	
TITLE:	
TELEPHONE #	
E-MAIL ADDRESS:	

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

(4) What is the level of your overall satisfaction with the reference subject as a vendor of the goods or services described above?

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



If you circled 3 or less above, what could the reference subject have done to improve that rating?

(5) If the goods or services that the reference subject provided to your company or organization are completed, were the goods or services provided in compliance with the terms of the contract, on time, and within budget? If not, please explain.

(6) If the reference subject is still providing goods or services to your company or organization, are these goods or services being provided in compliance with the terms of the contract, on time, and within budget? If not, please explain.

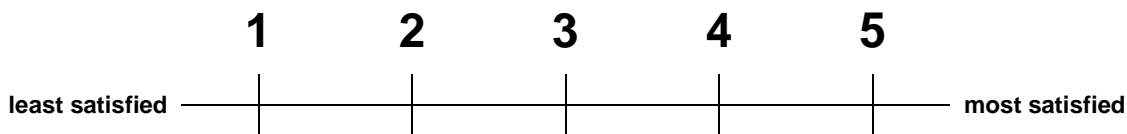
(7) How satisfied are you with the reference subject's ability to perform based on your expectations and according to the contractual arrangements?

(8) In what areas of goods or service delivery does/did the reference subject excel?

(9) In what areas of goods or service delivery does/did the reference subject fall short?

(10) What is the level of your satisfaction with the reference subject's project management structures, processes, and personnel?

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

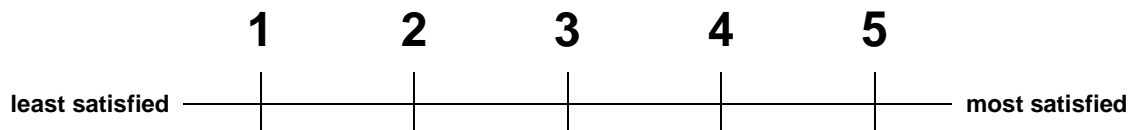


What, if any, comments do you have regarding the score selected above?

RFP # 40100-01019 REFERENCE QUESTIONNAIRE — PAGE 3

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

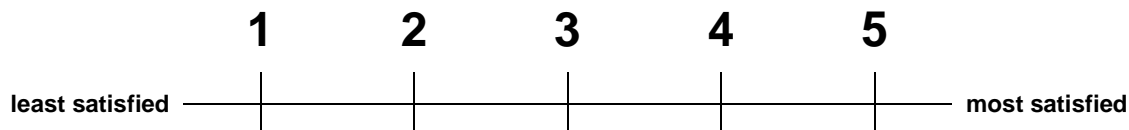
Please respond by circling the appropriate number on the scale below.



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

- (12) **Would you contract again with the reference subject for the same or similar goods or services?**

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



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

REFERENCE SIGNATURE:

(by the individual completing this request for reference information)

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

DATE:

SCORE SUMMARY MATRIX

	<i>RESPONDENT NAME</i>		<i>RESPONDENT NAME</i>		<i>RESPONDENT NAME</i>	
GENERAL QUALIFICATIONS & EXPERIENCE (maximum: 10)						
<i>EVALUATOR NAME</i>						
<i>EVALUATOR NAME</i>						
<i>REPEAT AS NECESSARY</i>						
	AVERAGE:		AVERAGE:		AVERAGE:	
TECHNICAL QUALIFICATIONS, EXPERIENCE & APPROACH (maximum: 60)						
<i>EVALUATOR NAME</i>						
<i>EVALUATOR NAME</i>						
<i>REPEAT AS NECESSARY</i>						
	AVERAGE:		AVERAGE:		AVERAGE:	
COST PROPOSAL (maximum: 30)	SCORE:		SCORE:		SCORE:	
TOTAL RESPONSE EVALUATION SCORE: (maximum: 100)						

Solicitation Coordinator Signature, Printed Name & Date:

RFP # 40100-01019 *PRO FORMA* CONTRACT

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



CONTRACT

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

Begin Date	End Date	Agency Tracking # 40100-01019	Edison Record ID
Contractor Legal Entity Name			Edison Vendor ID

Goods or Services Caption (one line only)
Tennessee Traffic Information Management & Evaluation System ("TN-TIMES")

Contractor <input checked="" type="checkbox"/> Contractor	CFDA #
---	---------------

Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
TOTAL:					

Contractor Ownership Characteristics:

Minority Business Enterprise (MBE):
 African American Asian American Hispanic American Native American

Woman Business Enterprise (WBE)

Tennessee Service Disabled Veteran Enterprise (SDVBE)

Disabled Owned Business (DSBE)

Tennessee Small Business Enterprise (SBE): \$10,000,000.00 averaged over a three (3) year period or employs no more than ninety-nine (99) employees.

Government Non-Minority/Disadvantaged Other:

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

Competitive Selection Request for Proposals

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) TX00211218	Account Code (optional) 72203000
---	--

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

This Contract, by and between the State of Tennessee, Department of Transportation (“State”) and **Contractor Legal Entity Name** (“Contractor”), is for the provision of the Tennessee Traffic Information Management & Evaluation System (“TN-TIMES”), 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. The Contractor shall provide a fully functional and integrated Contractor hosted Software as a Service (“SaaS”) for the compilation, storage, management, evaluation, and reporting of Tennessee traffic count Data. This SaaS software application shall be referred to as the Tennessee Traffic Information Management and Evaluation System (“TN-TIMES”). Attachment A contains a description of TN-TIMES deliverables. Defined terms and acronyms shall be as set forth in Attachment B to the Contract and as set forth in the terms and conditions of the Contract.
- A.3. User Interface. TN-TIMES shall provide its functionality through a web interface, and shall give all users the capability to open multiple screens/windows/sessions concurrently. TN-TIMES shall provide for and support a standard graphical user interface throughout TN-TIMES with a common look and feel including consistent function keys, screen naming functions, navigation patterns, menus, and style sheets.
- A.4. TN-TIMES Design.
- a. Functional and Technical Requirements. TN-TIMES shall meet the requirements defined in Attachment C, “TN-TIMES Functional and Technical Requirements,” in addition to all other requirements specified in this Contract.
 - b. Accessibility. TN-TIMES shall be compliant with section 508 ADA standards for web applications.
 - c. Web Design Requirements. All web pages designed as part of TN-TIMES shall comply with the following: (1) adhere to HTML5 guidelines, (2) development using responsive website techniques (e.g., Bootstrap), (3) use of only State approved logos, (4) development for multiple browsing platforms and versions, (5) use of approved Cascading Style Sheets for consistent look, and (6) do not include the use of Java, Active X, Flash or other browser plug-ins.
 - d. Web Browser Compatibility. TN-TIMES shall be compatible and fully functional in the following web browsers: (1) Microsoft IE 11 and higher, (2) Firefox build 55 and higher, (3) Google Chrome build 60 and higher, (4) Safari 10.0 and higher, and (5) all versions of Edge. TN-TIMES shall support responsive mobile views for all web interfaces including the following mobile Operating Systems and higher: (1) Apple iOS 10.0 (Safari Mobile); and (2) Android 4.4 (Chrome Mobile). TN-TIMES shall notify a user if TN-TIMES does not support the user’s web browser, and shall provide steps to download/install a supported browser.
 - e. Data Exchange Formats. TN-TIMES shall support open data exchange formats including XML, WFS, ESRI Feature Service, and GeoJSON via web services.
 - f. API Endpoints. TN-TIMES shall have HTTP-based web Application Program Interface (“API”) endpoints to provide the capability to programmatically query, create, update and delete user account and other Data, both individually and in bulk. API endpoints shall be accessible only by

users authorized by the State. The Contractor shall maintain current updated documentation for API endpoints, and shall provide this documentation to the State on the Effective Date, and throughout the Term when there are changes or updates associated with API endpoints.

- g. TN-TIMES Interfaces. The Contractor shall be responsible for acquiring any necessary rights or permissions with respect to the implementation of TN-TIMES. The authentication/authorization method used to secure any interface(s) required by the Contractor shall be subject to approval by the State.
- h. TN-TIMES Version Control. The Contractor shall provide a clearly defined version control process including test and production environments, and full “roll back” to previous version capabilities.
- i. Online Help. TN-TIMES shall provide up-to-date online help, including context-sensitive on-line help. The online help shall be specific to a user’s role(s).
- j. Required Fields & Error Checking. TN-TIMES shall clearly identify missing or invalid required elements upon data entry. Certain data entry fields within TN-TIMES shall have error-checking routines to provide the user with feedback in the cases of incorrect or mis-keyed information. Examples of fields that would be appropriate for error-checking include dates, numeric values (e.g., quantities), user account phone numbers, and user account address information.
- k. Dropdown Lists. Dropdown lists for data entry fields shall be inserted as designated by the State.
- l. Navigation. TN-TIMES shall provide the capability for any user to access other screens and modules without backing out of menus or menu paths.

A.5. TN-TIMES User Roles. TN-TIMES shall include the following user roles. User capabilities for each user role shall be reviewed and approved in writing by the State.

- a. System Administrator. A “System Administrator” is a State person that performs user account administrative functions within TN-TIMES, and other administrative functions as appropriate for the TN-TIMES solution.
- b. Traffic Data Manager. A “Traffic Data Manager” is a State person that manages traffic classification and volume count Data within TN-TIMES. A Traffic Data Manager shall have the capability to upload, enter or modify Data in authorized fields as determined by the State, run queries and reports, and perform other Data administration functions as appropriate for the TN-TIMES solution.
- c. Read-Only User. A “Read-Only User” is a State user that shall have the capability for read-only access to all Data within TN-TIMES.

A.6. Security.

- a. Restrict Access. TN-TIMES shall restrict access by user role to protect against fraud and error.
- b. User Account Security. TN-TIMES shall require a unique user name and password to be created for each user account and require the user to enter the unique user name and password in order to access TN-TIMES. Access to the account shall only be granted to a user that correctly enters the user name and password combination. The user shall be allowed to change the password at any time. TN-TIMES shall securely maintain a list of user names and passwords.
- c. Password Protections. TN-TIMES shall reject passwords considered too simple or easily guessed. The password must be at least eight (8) characters and include three (3) of the following four (4) criteria: (A) upper case letter; (B) lower case letter; (C) numeric character; and (D) special character. The password cannot contain the user’s name. TN-TIMES shall provide the capability to activate and enter a schedule for user account passwords to be changed. TN-TIMES shall contain “forgot password” functionality allowing users the ability to retrieve or reset their password in an automated fashion.

- d. Data Ownership. The Data collected and stored by TN-TIMES shall be the sole property of the State. The Contractor shall use the Data only for purposes specified in this Contract.
- e. User ID Suspension after Failed Login. TN-TIMES shall suspend a user ID after a State configurable number of failed login attempts (e.g., requiring a System Administrator to reset a password).
- f. Data Privacy & Secure Communication. All Data shall be communicated over TLS version 1.2 or higher.
- g. Active Directory Integration. TN-TIMES shall utilize a user model allowing for Single Sign On (“SSO”) using the State of Tennessee’s Active Directory for employee enterprise login, accessed externally by cloud providers from Active Directory Federation Services (“ADFS”), so that state of Tennessee employees will have the capability to access TN-TIMES using their enterprise login. TN-TIMES shall leverage ADFS/Security Assertion Markup Language (“SAML”) for SSO for web interface and through any supported native applications.

A.7. Audit Trails.

- a. Audit Trail Details. Detailed audit trails shall be maintained for all transactions including but not limited to traffic classification and volume count Data, user accounts, and system changes made within TN-TIMES. The audit trail shall include identification of the user that performed the transaction, transaction type, relevant Data, and time of the transaction. TN-TIMES shall maintain an electronic file of all transactions by user, time, date, and transaction type. TN-TIMES shall require a System Administrator performing an account management activity to give a reason for the action.
- b. Error Logging. TN-TIMES shall log all TN-TIMES System Errors. The log shall include the user that received the System Error, detailed System Error information, the time of the System Error, the component of TN-TIMES where the System Error occurred, and the device/location where it occurred.
- c. Administrative Access. System Administrators shall have the capability to access, upon request, all detailed audit trail Data within TN-TIMES.

A.8. TN-TIMES Administration.

- a. User Access Limitations. TN-TIMES shall limit a user’s access to only those data fields, menus, screens, modules, and functionality required for that user’s role(s).
- b. System Administrator Functions. TN-TIMES shall provide the capability for a System Administrator to perform administrative functions within TN-TIMES, including the creation and management of accounts for all user roles, to include:
 - (1) Suspend an account for a selectable date range
 - (2) Configure the time period an account is not used before it is deemed inactive
 - (3) Deactivate a user account
 - (4) Reactivate a user account that has been inactive
 - (5) Set a period for timeout for a user after a predetermined period of inactivity. Inactivity is defined as no interaction with web interface. Timeout shall be configurable by user role.
 - (6) Provide multiple logins to a user with multiple roles within TN-TIMES, or have the capability to provide a user access to multiple roles from a single TN-TIMES login.
- c. Trouble Ticket System. The Contractor shall provide an on-line Trouble Ticket System as set forth in Section A.11.c.

A.9. Reporting & Querying.

- a. Queries and Reports On-Demand. TN-TIMES shall provide any user with the capability to query and generate reports on demand for any and all Data contained in TN-TIMES, consistent with the security access limitations of the user's role(s). The frequency of these reports could be daily, weekly, monthly, etc., and shall be determinable based on the date parameters input by the user.
- b. Self-Service Reports. TN-TIMES shall provide all users self-service reporting capabilities through standard operational and management reports (i.e., "canned reports").
- c. Report Viewing and Distribution. TN-TIMES shall be capable of displaying reports in the web browser in a structured format that supports various screen resolutions. TN-TIMES shall provide for the distribution of reports by: (1) local or remote printing; (2) display to web browser; (3) XML; (4) download in Microsoft Excel, Word or PDF format; (5) flat text file; (6) through a formatted email, and (7) other formats as agreed between the State and the Contractor.
- d. Exception Reporting. TN-TIMES shall provide for reporting of System Errors. The System Error reports shall be consistent with the information collected in the System Error logs, and shall include a description of the System Error, indicate the time, identify the user, and identify the component within TN-TIMES where the System Error occurred.

A.10. TN-TIMES Implementation.

- a. Project Plan. The Contractor shall generate and deliver to the State a detailed project plan and schedule addressing all work scope defined in the contract for the provisioning of a fully functional and integrated TN-TIMES system. The project plan shall be subject to review and approval by the State.
- b. Test Plan. The Contractor shall generate a comprehensive test plan covering Contractor testing, end-to-end interface testing and user acceptance testing, subject to review and approval by the State.
- c. Test Environment. The Contractor shall establish and maintain a complete and separate test environment that mirrors the TN-TIMES production environment. The test environment shall be accessible by State users and the Contractor. The test environment shall be utilized for all acceptance testing prior to release of any module functionality, new features, bug fixes and enhancements.
- d. Contractor Testing. All TN-TIMES functions shall be thoroughly tested by the Contractor prior to releasing for user acceptance testing. The State shall approve all TN-TIMES functions as set forth in Sections A.14. and C.3.a.
- e. Interface Testing. All TN-TIMES interfaces shall be thoroughly end-to-end tested by the Contractor, be subject to user acceptance testing by the State, and accepted and approved by the State as set forth in Sections A.14. and C.3.a.
- f. User Acceptance Testing. All TN-TIMES functionality shall be subject to successful completion of comprehensive user acceptance testing by the State. A qualified Contractor representative with extensive technical knowledge of TN-TIMES shall be dedicated to participate in the initial user acceptance testing of TN-TIMES.
- g. TN-TIMES Training. The Contractor shall provide perpetual TN-TIMES training in the form of webinar(s), train-the-trainer, or by some other means; and shall ensure training availability to State personnel. TN-TIMES training documentation shall be delivered in an electronic format including Microsoft editable or native editable application and PDF. TN-TIMES training and training documentation shall be subject to review and approval by the State.
- h. Production Go-Live. The Contractor shall provide written notification to the State when the TN-TIMES production environment is fully functional and ready for go-live. Production environment go-live shall be approved in writing by the State.

- i. TN-TIMES Burn-In Period. TN-TIMES shall be subject to a sixty (60) day burn-in period in which no Defect in TN-TIMES functional requirements, technical operation, TN-TIMES performance, mandatory response times, or reliability are identified. Successful completion of the TN-TIMES burn-in period shall be subject to State approval.
- j. New TN-TIMES Functionality. Prior to deployment of new TN-TIMES functionality, the Contractor shall:
 - (1) Generate an acceptance test plan. The test plan shall include test procedures, suggested tests, and format for reporting test results. The acceptance test plan shall be provided to the TDOT's Information Technology ("IT") division for review and approval.
 - (2) Deliver the new functionality for acceptance testing within the test environment only after the Contractor has successfully completed testing and provided documented test results to the TDOT's IT division demonstrating that TN-TIMES with the new functionality meets the specified requirements.
 - (3) Have a qualified Contractor representative with extensive technical knowledge of TN-TIMES dedicated to participate in the user acceptance testing of TN-TIMES with the new functionality.

A.11. TN-TIMES Enterprise License Subscription, Including Hosting, Maintenance and Support. The Contractor shall provide an Enterprise License Subscription, which shall include the following annual hosting, maintenance and support for TN-TIMES:

- a. TN-TIMES Reliability. TN-TIMES shall provide full functionality twenty-four (24) hours/day, seven (7) days/week, ninety-nine point nine percent (99.9%) of the time, except for scheduled maintenance and planned software updates. If annual TN-TIMES reliability fails to meet this requirement, the Contractor shall provide to the State a prorated hosting, maintenance and support service credit for the total minutes of downtime for the year.
- b. Help Desk. The Contractor shall have a help desk with project management and support personnel available for phone and email consultation during the hours of 8:00 AM to 5:00 PM Central Time, Monday through Friday, excluding State holidays. The Contractor and State will mutually identify email and phone numbers for non-business-hour critical issues.
- c. Trouble Tickets. The Contractor shall maintain an on-line Trouble Ticket System ("Trouble Ticket System") that allows State Users to submit TN-TIMES performance, maintenance, support, and any other TN-TIMES technical issues or Defects to the Contractor. The Trouble Ticket System shall provide ticket status visibility to the Contractor and the State. The Trouble Ticket System shall be used to track all TN-TIMES performance, maintenance, support, and any other TN-TIMES technical issues or Defects, and shall maintain ticket status including, ticket submission date, the submitter, the Contractor staff assigned to address the ticket, and the ticket resolution date.
- d. Response Time. The Contractor shall confirm receipt and begin resolving technical issue(s) or Defects in TN-TIMES within (1) one working hour of being notified. The Contractor shall document all issues and their fixes.
- e. Documentation. Complete documentation of all TN-TIMES enhancements or revisions shall be provided with new releases of software. Documentation must describe, in a user-friendly manner, what State users need to know to understand each level on which the software operates. The documentation must specifically include documentation of the database, including data entity and attribute definitions, table and field names, data types, data sizes, business rules, and entity-relationship diagrams that depict all relationships between tables and fields in the database using industry and State standards.
- f. Time Frames for Services. Contractor shall provide emergency maintenance services to correct code problems or any performance or operational problems related to the design or coding of the TN-TIMES software.

Products and services shall be either replaced, revised, repaired, or corrected within a reasonable timeframe of thirty (30) days if written notification is issued by the State of the Defects; provided, however, that if the continued use of a Defective product or service would cause damage to the State computer system(s) or associated Data, or would otherwise seriously impair, as determined by the State, the ability of users of the system(s) to do their jobs or the functions for which TN-TIMES was established, then Contractor shall act to repair the Defect immediately, unless an extension is otherwise granted in writing, by the State.

The State will determine when any Defects have been resolved.

- g. Contact for Services. The Contractor shall be the initial contact point for all TN-TIMES maintenance and support notifications and support requests, regardless of the perceived source of the problem, or whether the Contractor or a subcontractor/third party owns and/or directly maintains the faulty software.

The Contractor may elect to have support services performed by subcontracted personnel, in accordance with Section D.7; however, if this is the case, the Contractor shall be responsible for coordinating the effort so that the use of any third-party support is transparent to the State and so that the State shall not have to deal directly with the subcontractor.
- h. Maintenance Schedules. The Contractor shall provide written notification to the State at least three (3) weeks in advance of planned software upgrades and/or maintenance. Planned software upgrades and maintenance shall be performed during the non-peak usage hours of 6:00 PM – 5:00 AM Central Time Monday through Friday, and Friday 6:00 PM through Monday 5:00 AM. Software upgrades shall be fully tested by both the Contractor and the State prior to implementation to ensure that there are no version incompatibilities. The Contractor shall ensure that all potentially affected users are notified in advance if TN-TIMES must be halted to provide maintenance.
- i. Interface Management. The Contractor shall maintain TN-TIMES interfaces to ensure that the interfaces remain compatible for all interface versions.
- j. Maintenance of Operations and Services during Work. The correction of Defects shall not detract from or interfere with software maintenance or operational tasks.
- k. Problems Not Caused by Contractor Fault. If Contractor personnel determine that the problem is not the fault of Contractor-provided software or hardware, then the Contractor shall notify State support personnel immediately. If the State agrees that the problem is due to software, hardware, or project management decisions that are not the fault of Contractor, the Contractor shall not be responsible for resolving the problem. However, in this case, if requested by the State, Contractor personnel shall be dedicated to the problem to perform any required joint functions until the problem is resolved.
- l. TN-TIMES Software Corrections.

 - (1) The Contractor shall provide maintenance, including Defect corrections, for any customized software provided by Contractor.
 - (2) Software Corrections. TN-TIMES maintenance for custom software Defect corrections will entitle the State to the correction of a software Defect. There will be no set maximum limit on the number verified software Defects corrected, tested, and implemented by the Contractor during the Contract Term. There will be no maximum limit on the number of hours spent by the Contractor necessary to correct verified software Defects.
- m. Archiving. The Contractor shall maintain daily backups for a rolling thirty (30) day period, and monthly backups for the entire contract period. Backup Data shall be available within twenty-four (24) hours of notification by an authorized State person.

n. Data Storage Capacity. TN-TIMES shall provide sufficient Data storage capacity to maintain all Data throughout the contract term.

A.12. Task Orders. During the Term of this Contract, Task Orders (“Task Orders”) may be issued by the State and accepted by the Contractor for TN-TIMES software enhancements/customization. The Task Order process is defined in Attachment D.

A.13. Warranty. Contractor represents and warrants that the term of the warranty (“Warranty Period”) shall be the greater of: (a) twelve (12) months after the provision and acceptance by the State of goods or services provided by Contractor; or (b) any other warranty generally offered by Contractor, its suppliers, or manufacturers to customers of its goods or services. During 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.

A.14. 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 **DATE** (“Effective Date”) and extend for a period of sixty (60) months after the Effective Date (“Term”). The State shall have no obligation for goods or services provided by the Contractor prior to the Effective Date.

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:

TN-TIMES Implementation - Total Cost: \$ _____	
Goods or Services Description	Compensable Amount (% of Total Implementation Cost) Subject to State Written Approval
<u>Deliverable 1:</u> A. Contractor project plan and schedule approved in writing by the State in accordance with Contract section A.10.a. B. Contractor comprehensive test plan approved in writing by the State for all TN-TIMES functionality in accordance with Contract section A.10.b.	15%
<u>Deliverable 2:</u> C. Test environment established to mirror TN-TIMES production environment in accordance with Contract section A.10.c. D. Successful completion of contractor testing in accordance with Contract section A.10.d. E. Successful completion of interface testing in accordance with Contract section A.10.e. F. Successful completion of user acceptance testing in accordance with Contract section A.10.f.	30%
<u>Deliverable 3:</u> G. Perpetual TN-TIMES training established and made available to the State, and training documentation delivered to the State in electronic format in accordance with Contract section A.10.g. H. TN-TIMES production environment go-live in accordance with Contract section A.10.h.	35%
<u>Deliverable 4:</u> I. Successful completion of sixty (60) day Burn-In Period in accordance with Contract section A.10.i. Compensation will be made only after a full sixty (60) day period with no Deficiency as stated above.	20%

TN-TIMES Enterprise License Subscription, Including Hosting, Maintenance & Support	
Goods or Services Description	Monthly Rate
TN-TIMES Enterprise License Subscription, Including Hosting, Maintenance & Support - Year 1	\$
TN-TIMES Enterprise License Subscription, Including Hosting, Maintenance & Support - Year 2	\$
TN-TIMES Enterprise License Subscription, Including Hosting, Maintenance & Support - Year 3	\$
TN-TIMES Enterprise License Subscription, Including Hosting, Maintenance & Support - Year 4	\$
TN-TIMES Enterprise License Subscription, Including Hosting, Maintenance & Support - Year 5	\$

TN-TIMES Task Orders Per Contract Section A.12 and Attachment D					
Job Classification	Hourly Rate Year 1	Hourly Rate Year 2	Hourly Rate Year 3	Hourly Rate Year 4	Hourly Rate Year 5
Jr. Developer	\$	\$	\$	\$	\$
Sr. Developer	\$	\$	\$	\$	\$
Jr. IT Architect	\$	\$	\$	\$	\$
Sr. IT Architect	\$	\$	\$	\$	\$
Jr. Project Manager	\$	\$	\$	\$	\$
Sr. Project Manager	\$	\$	\$	\$	\$
Business Analyst	\$	\$	\$	\$	\$
Tech Writer	\$	\$	\$	\$	\$

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

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

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

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

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

b. Contractor's invoices shall:

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

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

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

D. MANDATORY TERMS AND CONDITIONS:

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

The State:

Primary Contact:

Ann E. Epperson, Product Owner
Tennessee Department of Transportation
505 Deaderick Street, Suite 500
Nashville, TN 37243
ann.epperson@tn.gov
Telephone # 615-253-2470
FAX # 615-401-7656

Alternate Contacts (CC on all Communications):

Mark D. Patterson, IT Business Services
Tennessee Department of Transportation
505 Deaderick Street, Suite 500
Nashville, TN 37243

Dan H. Ames, IT Business Services
Tennessee Department of Transportation
505 Deaderick Street, Suite 500
Nashville, TN 37243

mark.d.patterson@tn.gov
Telephone # 615-532-3010
FAX # 615-401-7656

dan.ames@tn.gov
Telephone # 615-770-1816
FAX # 615-401-7656

The Contractor:

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

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

- D.3. Modification and Amendment. This Contract may be modified only by a written amendment signed by all Parties and approved by all applicable State officials.
- D.4. Subject to Funds Availability. The Contract is subject to the appropriation and availability of State or federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate this Contract upon written notice to the Contractor. The State's exercise of its right to terminate this Contract shall not constitute a breach of Contract by the State. Upon receipt of the written notice, the Contractor shall cease all work associated with the Contract. If the State terminates this Contract due to lack of funds availability, the Contractor shall be entitled to compensation for all conforming goods requested and accepted by the State and for all satisfactory and authorized services completed as of the termination date. Should the State exercise its right to terminate this Contract due to unavailability of funds, the Contractor shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages of any description or amount.
- D.5. Termination for Convenience. The State may terminate this Contract for convenience without cause and for any reason. The State shall give the Contractor at least thirty (30) days written notice before the termination date. The Contractor shall be entitled to compensation for all conforming goods delivered and accepted by the State or for satisfactory, authorized services completed as of the termination date. In no event shall the State be liable to the Contractor for compensation for any goods neither requested nor accepted by the State or for any services neither requested by the State nor satisfactorily performed by the Contractor. In no event shall the State's exercise of its right to terminate this Contract for convenience relieve the Contractor of any liability to the State for any damages or claims arising under this Contract.
- D.6. Termination for Cause. If the Contractor fails to properly perform its obligations under this Contract in a timely or proper manner, or if the Contractor materially violates any terms of this Contract ("Breach Condition"), the State shall have the right to immediately terminate the Contract and withhold payments in excess of compensation for completed services or provided goods. Notwithstanding the above, the Contractor shall not be relieved of liability to the State for damages sustained by virtue of any Breach Condition and the State may seek other remedies allowed at law or in equity for breach of this Contract.
- D.7. Assignment and Subcontracting. The Contractor shall not assign this Contract or enter into a subcontract for any of the goods or services provided under this Contract without the prior written approval of the State. Notwithstanding any use of the approved subcontractors, the Contractor shall be the prime contractor and responsible for compliance with all terms and conditions of this Contract. The State reserves the right to request additional information or impose additional terms and conditions before approving an assignment of this Contract in whole or in part or the use of subcontractors in fulfilling the Contractor's obligations under this Contract.
- D.8. Conflicts of Interest. The Contractor warrants that no part of the Contractor's compensation shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Contractor in connection with any work contemplated or performed under this Contract.

The Contractor acknowledges, understands, and agrees that this Contract shall be null and void if the

Contractor is, or within the past six (6) months has been, an employee of the State of Tennessee or if the Contractor is an entity in which a controlling interest is held by an individual who is, or within the past six (6) months has been, an employee of the State of Tennessee.

- D.9. Nondiscrimination. The Contractor hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the Contractor on the grounds of handicap or disability, age, race, creed, color, religion, sex, national origin, or any other classification protected by federal or state law. The Contractor shall, upon request, show proof of nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.10. Prohibition of Illegal Immigrants. The requirements of Tenn. Code Ann. § 12-3-309 addressing the use of illegal immigrants in the performance of any contract to supply goods or services to the state of Tennessee, shall be a material provision of this Contract, a breach of which shall be grounds for monetary and other penalties, up to and including termination of this Contract.
- a. The Contractor agrees that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this Contract. The Contractor shall reaffirm this attestation, in writing, by submitting to the State a completed and signed copy of the document at Attachment E, 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 for 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.
- 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 for the State to enforce the terms of this Contract.

In the event of any suit or claim, the Parties shall give each other immediate notice and provide all necessary assistance to respond. The failure of the State to give notice shall only relieve the Contractor of its obligations under this Section to the extent that the Contractor can demonstrate actual prejudice arising from the failure to give notice. This Section shall not grant the Contractor, through its attorneys, the right to represent the State in any legal matter, as the right to represent the State is governed by Tenn. Code Ann. § 8-6-106.

- D.20. HIPAA Compliance. The State and Contractor shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), Health Information Technology for Economic and Clinical Health ("HITECH") Act and any other relevant laws and regulations regarding privacy (collectively the "Privacy Rules"). The obligations set forth in this Section shall survive the termination of this Contract.
- a. Contractor warrants to the State that it is familiar with the requirements of the Privacy Rules, and will comply with all applicable requirements in the course of this Contract.

- b. Contractor warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of the Contract so that both parties will be in compliance with the Privacy Rules.
- c. The State and the Contractor will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably necessary to keep the State and Contractor in compliance with the Privacy Rules. This provision shall not apply if information received or delivered by the parties under this Contract is NOT “protected health information” as defined by the Privacy Rules, or if the Privacy Rules permit the parties to receive or deliver the information without entering into a business associate agreement or signing another document.
- d. The Contractor will indemnify the State and hold it harmless for any violation by the Contractor or its subcontractors of the Privacy Rules. This includes the costs of responding to a breach of protected health information, the costs of responding to a government enforcement action related to the breach, and any fines, penalties, or damages paid by the State because of the violation.

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

D.22. Tennessee Department of Revenue Registration. The Contractor shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 – 608. Compliance with applicable registration requirements is a material requirement of this Contract.

D.23. Debarment and Suspension. The Contractor certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:

- a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;
- b. have not within a three (3) year period preceding this Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
- c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and
- d. have not within a three (3) year period preceding this Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

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

D.24. Force Majeure. “Force Majeure Event” means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the Party except to the extent that the non-performing Party is at fault in failing

to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing Party through the use of alternate sources, workaround plans or other means. A strike, lockout or labor dispute shall not excuse either Party from its obligations under this Contract. Except as set forth in this Section, any failure or delay by a Party in the performance of its obligations under this Contract arising from a Force Majeure Event is not a default under this Contract or grounds for termination. The non-performing Party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the Party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Contractor's representatives, suppliers, subcontractors, customers or business apart from this Contract is not a Force Majeure Event under this Contract. Contractor will promptly notify the State of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the State within one (1) day of the inception of the delay) that a Force Majeure Event has occurred, and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Contractor's performance longer than forty-eight (48) hours, the State may, upon notice to Contractor: (a) cease payment of the fees 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 applicable state and federal laws and regulations in the 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. The Tennessee Claims Commission or the state or federal courts in Tennessee shall be the venue for all claims, disputes, or disagreements arising under this Contract. The Contractor acknowledges and agrees that any rights, claims, or remedies against the State of Tennessee or its employees arising under this Contract shall be subject to and limited to those rights and remedies available under Tenn. Code Ann. §§ 9-8-101 - 408.
- D.27. Entire Agreement. This Contract is complete and contains the entire understanding between the Parties relating to its subject matter, including all the terms and conditions of the Parties' agreement. This Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the Parties, whether written or oral.
- D.28. Severability. If any terms and conditions of this Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions of this Contract shall not be affected and shall remain in full force and effect. The terms and conditions of this Contract are severable.
- D.29. Headings. Section headings of this Contract are for reference purposes only and shall not be construed as part of this Contract.
- D.30. Incorporation of Additional Documents. Each of the following documents is included as a part of this Contract by reference. In the event of a discrepancy or ambiguity regarding the Contractor's duties, responsibilities, and performance under this Contract, these items shall govern in order of precedence below:
- a. any amendment to this Contract, with the latter in time controlling over any earlier amendments;
 - b. this Contract with any attachments or exhibits (excluding the items listed at subsections c. through f., below), which includes A, B, C, D, E and F;
 - 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, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

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

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

Contract are sufficient to cover the obligations of the Contractor arising under this Contract. The Contractor shall obtain and maintain, at a minimum, the following insurance coverages and policy limits.

a. Commercial General Liability (“CGL”) Insurance

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

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

b. Workers’ Compensation and Employer Liability Insurance

- 1) For Contractors statutorily required to carry workers’ compensation and employer liability insurance, the Contractor shall maintain:
 - i. Workers’ compensation in an amount not less than **one million dollars (\$1,000,000)** including employer liability of one million dollars (**\$1,000,000**) per accident for bodily injury by accident, **one million dollars (\$1,000,000)** policy limit by disease, and **one million dollars (\$1,000,000)** per employee for bodily injury by disease.

- 2) If the Contractor certifies that it is exempt from the requirements of Tenn. Code Ann. §§ 50-6-101 – 103, then the Contractor shall furnish written proof of such exemption for one or more of the following reasons:

- i. The Contractor employs fewer than five (5) employees;
- ii. The Contractor is a sole proprietor;
- iii. The Contractor is in the construction business or trades with no employees;
- iv. The Contractor is in the coal mining industry with no employees;
- v. The Contractor is a state or local government; or
- vi. The Contractor self-insures its workers’ compensation and is in compliance with the TDCI rules and Tenn. Code Ann. § 50-6-405.

c. Automobile Liability Insurance

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

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

- 1) The Contractor shall maintain technology professional liability (errors & omissions)/cyber liability insurance appropriate to the Contractor’s profession in an amount not less than ten million dollars (**\$10,000,000**) per occurrence or claim and ten million dollars (**\$10,000,000**) annual aggregate, covering all acts, errors, omissions, negligence,

infringement of intellectual property (except patent and trade secret); network security and privacy risks, including but not limited to unauthorized access, failure of security, information theft, damage to destruction of or alteration of electronic information, breach of privacy perils, wrongful disclosure and release of private information, collection, or other negligence in the handling of confidential information, and including coverage for related regulatory fines, defenses, and penalties.

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

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.

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

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

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

E.4. Software License Warranty. Contractor grants a license to the State to use all software provided under this Contract in the course of the State's business and purposes.

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

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

the State submitting to any extraneous terms and conditions shall be a material breach of the Contract and constitute an act of bad faith by Contractor.

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

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

- (1) The Contractor shall ensure that all Confidential State Data is housed in the continental United States, inclusive of backup data.
- (2) The Contractor shall encrypt Confidential State Data at rest and in transit using the current version of Federal Information Processing Standard ("FIPS") 140-2 validated encryption technologies.
- (3) The Contractor and the Contractor's processing environment containing Confidential State Data shall either (1) be in accordance with at least one of the following security standards: (i) International Standards Organization ("ISO") 27001; (ii) Federal Risk and Authorization Management Program ("FedRAMP"); or (2) be subject to an annual engagement by a CPA firm in accordance with the standards of the American Institute of Certified Public Accountants ("AICPA") for a System and Organization Controls for service organizations ("SOC") Type II audit. The State shall approve the SOC audit control objectives. The Contractor shall provide proof of current ISO certification or FedRAMP authorization for the Contractor and Subcontractor(s), or provide the State with the Contractor's and Subcontractor's annual SOC Type II audit report within 30 days from when the CPA firm provides the audit report to the Contractor or Subcontractor. The Contractor shall submit corrective action plans to the State for any issues included in the audit report within 30 days after the CPA firm provides the audit report to the Contractor or Subcontractor.

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

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

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

b. Minimum Requirements

- (1) The Contractor and all data centers used by the Contractor to host State data, including those of all Subcontractors, must comply with the State's Enterprise Information

Security Policies as amended periodically. The State's Enterprise Information Security Policies document is found at the following URL:

<https://www.tn.gov/finance/strategic-technology-solutions/strategic-technology-solutions/sts-security-policies.html>.

- (2) The Contractor agrees to maintain the Application so that it will run on a current, manufacturer-supported Operating System. "Operating System" shall mean the software that supports a computer's basic functions, such as scheduling tasks, executing applications, and controlling peripherals.
- (3) If the Application requires middleware or database software, Contractor shall maintain middleware and database software versions that are at all times fully compatible with current versions of the Operating System and Application to ensure that security vulnerabilities are not introduced.

c. **Comptroller Audit Requirements**

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

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

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

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

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

d. **Business Continuity Requirements.** The Contractor shall maintain set(s) of documents, instructions, and procedures which enable the Contractor to respond to accidents, disasters, emergencies, or threats without any stoppage or hindrance in its key operations ("Business Continuity Requirements"). Business Continuity Requirements shall include:

- (1) "Disaster Recovery Capabilities" refer to the actions the Contractor takes to meet the Recovery Point and Recovery Time Objectives defined below. Disaster Recovery Capabilities shall meet the following objectives:
 - i. **Recovery Point Objective ("RPO").** The RPO is defined as the maximum targeted period in which data might be lost from an IT service due to a major incident: One (1) Hour Recovery Time Objective ("RTO"). The RTO is defined as the targeted duration of time and a service level within which a business process must be restored after a disaster (or disruption) in order to avoid unacceptable consequences associated with a break in business continuity: Twenty Four (24) Hours

(2) The Contractor and the Subcontractor(s) shall perform at least one Disaster Recovery Test every three hundred sixty-five (365) days. A "Disaster Recovery Test" shall mean the process of verifying the success of the restoration procedures that are executed after a critical IT failure or disruption occurs. The Disaster Recovery Test shall use actual State Data Sets that mirror production data, and success shall be defined as the Contractor verifying that the Contractor can meet the State's RPO and RTO requirements. A "Data Set" is defined as a collection of related sets of information that is composed of separate elements but can be manipulated as a unit by a computer. The Contractor shall provide written confirmation to the State after each Disaster Recover Test that its Disaster Recovery Capabilities meet the RPO and RTO requirements.

- 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 reasonable wear and tear. Should the property be destroyed, lost, or stolen, the Contractor shall be responsible to the State for the fair market value of the property at the time of loss.
- E.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. Contractor Commitment to Diversity. The Contractor shall comply with and make reasonable business efforts to exceed the commitment to diversity represented by the Contractor's Response to Solicitation Number 40100-01019 (Attachment F) and resulting in this Contract.

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

- E.11. 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.

- E.12. Survival. The terms, provisions, representations, and warranties contained in this Contract which by their sense and context are intended to survive the performance and termination of this Contract, shall so survive the completion of performance and termination of this Contract.

IN WITNESS WHEREOF,

CONTRACTOR LEGAL ENTITY NAME:

CONTRACTOR SIGNATURE

DATE

PRINTED NAME AND TITLE OF CONTRACTOR SIGNATORY (above)

TENNESSEE DEPARTMENT OF TRANSPORTATION:

CLAY BRIGHT, COMMISSIONER

DATE

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

DATE

Description of Deliverables TN-TIMES Implementation

Deliverable 1:

- A. Contractor project plan and schedule approved in writing by the State in accordance with Contract section A.10.a.
- B. Contractor comprehensive test plan approved in writing by the State for all TN-TIMES functionality in accordance with Contract section A.10.b.

Deliverable 2:

- C. Test environment established to mirror TN-TIMES production environment in accordance with Contract section A.10.c.
- D. Successful completion of contractor testing in accordance with Contract section A.10.d.
- E. Successful completion of interface testing in accordance with Contract section A.10.e.
- F. Successful completion of user acceptance testing in accordance with Contract section A.10.f. TN-TIMES production environment go-live in accordance with Contract section A.10.d.

Deliverable 3:

- G. Perpetual TN-TIMES training established and made available to the State, and training documentation delivered to the State in electronic format in accordance with Contract section A.10.g.
- H. TN-TIMES production environment go-live in accordance with Contract section A.10.h.

Deliverable 4:

- I. Successful completion of sixty (60) day Burn-In Period in accordance with Contract section A.10.i. Compensation will be made only after a full sixty (60) day period with no Deficiency as stated above.

Definitions and Abbreviations

TERM	DEFINITION
508 ADA Standards	The American’s with Disability Act Section 508 Standards were published in the Federal Register on December 21, 2000 (36 CFR Part 1194). These Standards contain technical criteria specific to various types of technologies and performance-based requirements which focus on functional capabilities of covered products. A guide to the Section 508 Standards is located at the following website: https://www.access-board.gov/guidelines-and-standards/communications-and-it/about-the-section-508-standards/guide-to-the-section-508-standards
AADT	<p>Annual Average Daily Traffic (“AADT”) is a value calculated consistent with the U.S. Department of Transportation, Federal Highway Administration’s Traffic Monitoring Guide, utilizing traffic count Data collected from a Traffic Data Reporting Station.</p> <p>(1) For a Traffic Data Reporting Station that provides continuous traffic counts, AADT is calculated by dividing the total volume of highway or road vehicle traffic for a year by the number of days for which the count has been collected.</p> <p>(2) For a Traffic Data Reporting Station that does not provide continuous traffic counts, AADT is calculated as an estimated value by multiplying the bidirectional traffic volume count for either a 24 hour or 48 hour period (as specified by the State) by the SVF, and then multiplying the resulting value by the Axle Correction Factor.</p>
Active Directory	A Microsoft developed product that provides a broad range of directory-based identity-related services
ADFS	Active Directory Federation Services (“ADFS”) is a software component developed by Microsoft that can run on Windows Server operating systems to provide users with single sign-on access to systems and applications located across organizational boundaries.
Annual Growth Factor	<p>Annual Growth Factor is calculated as follows:</p> $\text{Annual Growth Factor} = [(y2 - y1) / y1]$ <p>Where:</p> <p style="padding-left: 40px;">y1 = AADT for the beginning calendar year</p> <p style="padding-left: 40px;">y2 = AADT for the ending calendar year</p> <p>It is an average for the traffic volume growth in a county for each of the urban and rural areas. An Annual Growth Factor is used if the traffic volume count is taken in a year other than the year for which AADT is being estimated.</p>
API	An Application Programming Interface (“API”) is a set of subroutine definitions, protocols, and tools for building software.

	In general terms, it is a set of clearly defined methods of communication between various components.
Axle Correction Factor	Factor used to adjust axle counts into vehicle counts. The Axle Correction Factor is calculated from classification counts by dividing the total number of vehicles counted by the total number of axles on these vehicles. The Axle Correction Factor is used to adjust traffic volume count Data that is collected from a Traffic Data Collection Device that utilize pneumatic tubes that count axles rather than vehicles. [Note that a Traffic Data Collection Device that detects vehicles directly (e.g., inductive loop or vehicle classification counter) does not require axle adjustment.]
Bootstrap	Bootstrap is a technique of loading a computer program into a computer by means of a few initial instructions that enable the introduction of the rest of the computer program from an input device.
Cascading Style Sheet	A style sheet language used for describing the presentation of a document written in a markup language.
Data	All State data uploaded to TN-TIMES, and all data generated through operation of TN-TIMES.
Delimited Text File Format	A file format for the storage of tabular data (numbers and text) in plain text, using a character (i.e., a delimiter) to separate the data values. This file format is typically used for Information Technology ("IT") applications to facilitate the upload or download of data. The most common Delimited Text File Formats include the (1) Comma-Separated Values ("CSV") format, which uses a comma to separate values, (2) Tab-Separated Values ("TSV") format, which uses a tab to separate values within a data row, and a new line to represent a new row of data, and (3) Pipe-Separated Values ("PSV") format, which uses the pipe character " " to separate values.
Design Hour Volume	The Design Hour Volume (often referred to as the "K_Factor") is used for purposes of highway design. It is based on the 30 th highest hourly traffic volume count for the year, and is expressed as a percent of total AADT. The value for K_Factor is reported to the nearest percent. [For example, if the traffic volume count during the design hour (i.e., the 30th highest hourly traffic volume count) is 10% of the AADT for a section of road, then the K_Factor is reported as "10" for that section of road.]
ESRI Feature Service	The Environmental System Research Institute ("ESRI") Feature Service is an ESRI formatted service that allows the service of geographic map features over the Internet and provides the symbology to use when displaying the features. The feature service contains the information for a map in feature layers, which may be editable.
GeoJSON	GeoJSON is an open standard format designed for representing simple geographical features, along with their non-spatial attributes. It is based on JavaScript Object Notation ("JSON").
GIS	A Geographic Information System ("GIS") captures, stores, manipulates, analyzes, manages, and presents all types of

	geographical data.
HTML5	A markup language used for structuring and presenting data on the World Wide Web. It is the fifth and current major version of the Hypertext Markup Language (“HTML”) standard.
HTTP	Hyper Text Transfer Protocol (“HTTP”) is the underlying protocol used by the World Wide Web to define how messages are formatted and transmitted, and what actions Web servers and browsers should take in response to various commands.
JSON	JavaScript Object Notation (“JSON”) is a lightweight data-interchange format. It is easy for humans to read and write. It is easy for machines to parse and generate. It is based on a subset of the JavaScript Programming Language. JSON is a text format that is completely language independent but uses conventions that are familiar to programmers for multiple programming languages. These properties make JSON an ideal data-interchange language.
Length Bin Classifications	Groupings used to categorize vehicles based on their length
LRS	Linear Reference System (“LRS”) is a system where features (points or segments) are localized by a measure along a linear element. The LRS can be used to reference events for any network of linear features, for example roads, railways, rivers, pipelines, electric and telephone lines, water and sewer networks.
Permanent Traffic Data Collection Device	Traffic classification and/or traffic volume Data collection device with sensors embedded in the roadway. A permanently installed device is used for continuous traffic classification and/or volume count Data collection for a variety of Data types (e.g., axle, speed, and length).
Portable Traffic Data Collection Device	Traffic classification and/or traffic volume Data collection device with sensors that are not embedded in the roadway. A portable Data Collection Device is used for periodic Data collection regarding the type, speed and/or volume of vehicles using the roadway.
Ramp Traffic Volume Count	Traffic volume count Data collected by a Portable Traffic Data Collection Device located at an entrance or exit ramp
Ramp Traffic Volume Counting	The collection of Ramp Traffic Volume Count Data on all entrance/exit ramps for a highway segment, and then using the Ramp Traffic Volume Count Data to estimate the AADT for that highway segment.
Roadway Structures	Structures associated with a roadway (e.g., bridges), as specifically identified on a list maintained by the State.
SaaS	Software as a Service (“SaaS”) is a software licensing and delivery model in which software is licensed on a subscription basis and is centrally hosted. SaaS is typically accessed by users via a web browser.
SAML	Security Assertion Markup Language (“SAML”) is an open standard for exchanging authentication and authorization data

	between parties, in particular, between an identity provider and a service provider.
SVF	<p>Seasonal Variation Factor (“SVF”) represents monthly day-of-week variation in traffic volume counts. The SVF is used to adjust non-continuous (short term) counts when calculating AADT. The SVF is developed from the Data collected by Traffic Data Collection Devices. SVF is calculated for each of the following State defined SVF groups:</p> <ul style="list-style-type: none"> a) Rural Interstate; b) Rural Non-Interstate (sometimes labeled “Rural Other”); c) Urban (including Urban Interstate and Urban Non-Interstate); and d) Recreational. <p>The SVF is reported to two (2) decimal places, and is calculated following these steps:</p> <ol style="list-style-type: none"> 1) Calculate the average traffic volume count for each day of the week for each month of the year for every Traffic Data Reporting Station of the SVF group. 2) Calculate the monthly averages (i.e. the average 24-hour count for the month) for the SVF group. 3) Calculate factors for each day of the week for each Traffic Data Reporting Station (i.e., each daily average is divided by the Traffic Data Reporting Station’s monthly average). 4) Average the factors of the group, producing a group factor for each day of the week for every month of the year. 5) Finally, average the group factors with the factors for previous years (i.e., each monthly day-of-week factor is averaged with the factors of the previous 4 years). <p>(Extremely low or high factors are reviewed, adjusted and/or deleted prior to averaging.)</p>
SSO	Single Sign-On (“SSO”) is a property of access control of multiple related, yet independent, software systems. With this property, a user logs in with a single username and password to gain access to a connected system or systems without using different usernames or passwords, or in some configurations seamlessly sign on at each system.
System Error	A System Error within an Operating System is an instruction that is either not recognized by the Operating System or is in violation of the procedural rules.
TLS	Transport Layer Security (“TLS”) is a cryptographic protocol that provides communications security over a computer network. Websites are able to use TLS to secure all communications between their servers and web browsers.
Traffic Data Reporting Station	A specific geographic location from which traffic Data is collected by one or more Traffic Data Collection Devices.
Traffic Data Collection Device	Device used to collect traffic classification and/or volume count Data.

WFS	Web Feature Service (“WFS”) is an interface standard that provides an interface allowing for requests for geographical features across the web using platform-independent calls.
WIM	A Weigh-in-Motion (“WIM”) Traffic Data Collection Device is designed to capture and record axle weights and gross vehicle weights as vehicles drive over a measurement site. Unlike a static scale, a WIM device is capable of measuring vehicles traveling at a reduced or normal traffic speed and do not require the vehicle to come to a stop.
XML	eXtensible Markup Language (“XML”) - In computing, this is a markup language that defines a set of rules for encoding documents in a text-based format that is both human-readable and machine-readable, and is used for purposes of sharing data online.

TN-TIMES Functional and Technical Requirements	
Traffic Count Inputs	
(CA-1)	TN-TIMES shall accept and utilize traffic classification and volume count Data collected by Diamond Traffic Products' Traffic Data Collection Devices and Miovision Traffic Data Collection Devices, either by accepting the Data directly from those devices, or accepting the Data converted by the State into a Delimited Text File Format or another format as agreed to by the Contractor and the State.
(CA-2)	The Contractor shall upload into TN-TIMES all of the State's historical traffic classification and volume count Data, and shall store and maintain all of the historical Data within TN-TIMES. The State will provide the historical traffic classification and volume count Data to the Contractor in a Delimited Text File Format or in another format as agreed to by the Contractor and the State. The State's historical traffic classification and volume count Data is an Oracle Database with an estimated size of 1.5 Gigabytes, including a total of approximately 3,500,000 rows; 5,000 columns; and 300 tables.
(CA-3)	TN-TIMES shall accept and compile traffic classification and volume count Data collected by a Portable Traffic Data Collection Device for any twenty four (24) hour and/or forty eight (48) hour time period as selected by a Traffic Data Manager.
(CA-4)	For a Traffic Data Reporting Station that is located on a highway segment for which the opposing traffic lanes are split [i.e., the two (2) traffic directions are non-contiguous], and that utilizes more than one Traffic Data Collection Device, TN-TIMES shall combine the traffic classification and volume count Data collected by the Traffic Data Reporting Devices into a single set of bidirectional values for the Traffic Data Reporting Station.
(CA-5)	TN-TIMES shall accept and utilize bidirectional traffic classification and volume count Data for a roadway that has an asynchronous number of lanes (i.e., the number of lanes in one direction is not equal to the number of lanes in the other direction).
(CA-6)	TN-TIMES shall recognize whether or not a set of traffic classification and/or volume count Data from a Traffic Data Reporting Station collected by a Permanent Traffic Data Collection Device is for a period of at least seven (7) days.
(CA-7)	TN-TIMES shall compile and maintain Ramp Traffic Volume Count Data separately from other traffic classification and volume count Data.
(CA-8)	<p>TN-TIMES shall compile and maintain traffic volume count Data based on the following federally mandated vehicle classifications. Vehicle classification categories shall be configurable by the State.</p> <ol style="list-style-type: none"> 1) Motorcycles 2) Passenger Cars 3) Four Tire, Single unit 4) Buses 5) Two Axle, Six Tire, Single Unit 6) Three Axle, Single Unit 7) Four or More Axle, Single Unit

	8) Four or Less Axle, Single Trailer 9) Five Axle Tractor Semitrailer 10) Six or More Axle Single Trailer 11) Five or Less Axle, Multi-Trailer 12) Six Axle, Multi-Trailer 13) Seven or More Axle, Multi-Trailer
(CA-9)	TN-TIMES shall compile and maintain traffic volume count Data based on the following Length Bin Classifications. 1) Motorcycles (0.0 to 8.3 feet) 2) Passenger Vehicles (8.4 to 18.1 feet) 3) Passenger Vehicles (18.2 to 23 feet) 4) Single Unit Trucks (23.1 to 25 feet) 5) Single Unit Trucks (25.1 to 30 feet) 6) Single Unit Trucks (30.1 to 35 feet) 7) Single Unit Trucks (35.1 to 40 feet) 8) Busses (40.1 to 45 feet) 9) Multi Unit Trucks (45.1 to 50 feet) 10) Multi Unit Trucks (50.1 to 65 feet) 11) Multi Unit Trucks (65.1 to 70 feet) 12) Multi Unit Trucks (70.1 to 75 feet) 13) Multi Unit Trucks (75.1 feet and up) TN-TIMES shall calculate and maintain the following subtotal and total traffic counts based on the Length Bin Classifications. The Length Bin Classifications and the subtotal Length Bin Classification groupings shall be configurable by the State. 1) Subtotal for Passenger Vehicles and Motorcycles 2) Subtotal for Passenger Vehicles without Motorcycles 3) Subtotal for Single Unit Trucks 4) Subtotal for Single Unit Trucks with Busses 5) Subtotal for Multi-Unit Trucks 6) Subtotal for All Trucks 7) Total for All Vehicles
(CA-10)	TN-TIMES shall compile and maintain traffic volume count Data for the following State specified vehicle groups. The State vehicle groups shall be configurable by the State. 1) Cars, Pickups, and Panel vans (“CPP”) – Includes passenger cars, motorcycles, pickup trucks (excluding dual rear pickup trucks), and panel vans 2) Other Single Units (“OSU”) – Includes dump trucks, delivery trucks, dual rear pickup trucks, and buses (excluding tandem buses) 3) Combinations (“C”) – Includes multiple unit vehicles (e.g., tractor trailers and tandem buses)
(CA-11)	TN-TIMES shall identify each Traffic Data Reporting Station by its geographic location, and shall compile and maintain traffic classification and volume count Data by the Traffic Data Reporting Station’s geographic location, including the name of the County in which

	it is located. If a Traffic Data Collection Device is moved to a different geographic location, TN-TIMES shall establish and maintain a new Traffic Data Reporting Station based on the new geographic location.
(CA-12)	TN-TIMES shall provide the capability for a Traffic Data Manager to (1) create or edit metadata for a Traffic Data Reporting Station, (2) create, activate or deactivate a Traffic Data Reporting Station, and (3) edit or delete Traffic Data Reporting Station Data files.
(CA-13)	TN-TIMES shall compile and maintain traffic classification and volume count Data for railroad crossings separately from other traffic classification and volume count Data.
(CA-14)	TN-TIMES shall compile and maintain traffic classification and volume count Data for Roadway Structures separately from other traffic classification and volume count Data. The State will identify traffic classification and volume count Data for Roadway Structures based on the Traffic Data Collection Devices that collect the Data.
(CA-15)	TN-TIMES shall have the capability to accept and utilize traffic classification, weight, speed and volume count Data collected by Weigh-in-Motion (“WIM”) vehicle scales, either by accepting the Data directly from the WIM vehicle scales, or accepting the Data converted by the State into a Delimited Text File Format or another format as agreed to by the Contractor and the State.
Module B	Traffic Count Processing
(CB-1)	TN-TIMES shall calculate AADT by calendar year.
(CB-2)	TN-TIMES shall calculate an SVF for each of the State defined SVF groups by calendar year.
(CB-3)	TN-TIMES shall calculate Axle Correction Factors for purposes of adjusting axle counts to vehicle counts.
(CB-4)	TN-TIMES shall calculate the Annual Growth Factor for each calendar year.
(CB-5)	TN-TIMES shall have the capability to apply the Annual Growth Factor to twenty four (24) or forty eight (48) hour traffic volume counts taken at multi-year intervals configurable by the State, with the start date being the last year for which there was an actual traffic volume count and calculating the AADT as an estimate for the remaining years based on the Annual Growth Factor.
(CB-6)	TN-TIMES shall utilize Ramp Traffic Volume Counting to calculate the AADT for interstate segments with no other Traffic Data Collection Devices.
Module C	Traffic Count Outputs
(CC-1)	<p>TN-TIMES shall calculate, compile and maintain the following Data elements, and provide the capability for the State to use an API to download these Data elements to the State’s Oracle-based Tennessee Roadway Information Management System (“TRIMS”) or other State designated database.</p> <p><u>“Field Name” - Field Description</u></p> <ol style="list-style-type: none"> 1) “BLM” – Beginning Log Mile (i.e., the mile mark that defines the starting point for a road segment) 2) “ELM” – Ending Log Mile (i.e., the mile mark that defines the end point for a road segment) 3) “County” – County Name 4) “Route” – Route Name 5) “SP. Case” – Special Case [This field is used by the State for State specified special

	<p>routes (e.g., None, Spur, Alternate Route, State Connector, Bypass, Bus Route, Eastbound, Westbound, Northbound, Southbound).]</p> <p>6) “CO. Seq” – County Sequence Number (i.e., State assigned number by county)</p> <p>7) “Year” – Calendar Year</p> <p>8) “AADT”</p> <p>9) “DHV %” – Design Hour Volume % (i.e., percentage of AADT compared to the traffic volume during the 30th highest hour of the design year)</p> <p>10) “Peak Hour %” – Percentage of traffic for a given day during the day’s peak hour</p> <p>11) “DRCT Dist.” – Directional Distribution % (i.e., distribution of traffic in each direction during the day’s peak hour)</p> <p>12) “Pass Car %” – Percentage of AADT that is in the State specified CPP vehicle group</p> <p>13) “SU Truck %” – Percentage of Traffic that is in the State specified OSU vehicle group</p> <p>14) “MU Truck %” – Percentage of Traffic that is in the State specified C vehicle group</p> <p>15) “Station no.” – Traffic Data Reporting Station identification number</p> <p>16) “Co of Station” – County in which the Traffic Data Reporting Station is located</p> <p>17) “Class Station County” – County where the Traffic Data Reporting Station is located that collects vehicle classification Data</p> <p>18) “Class Station Num” – Identification number for the Traffic Data Reporting Station that collects vehicle classification Data</p> <p>19) “Is Class Count” – “Yes” or “No” answer as to whether the Traffic Data Reporting Station identified by the “Station no” also compiles the classification Data or if it relies on another Traffic Data Reporting Station for the classification Data.</p>
(CC-2)	TN-TIMES shall provide the capability for a Traffic Data Manager to input and edit traffic volume count Data for the three (3) State specified vehicle groups defined in CA-10 (above), as well as the resulting percentage of vehicles in each group as compared to the total traffic volume count [i.e., the “Pass Car %”, “SU Truck %” and “MU Truck %” listed in CC-1 (above)].
(CC-3)	TN-TIMES shall be capable of utilizing the State’s historical and current traffic classification and volume count Data in the performance of traffic trend evaluations for any time period(s) selected by the State; including the calculation and reporting of any factors (e.g., Annual Growth Factor, SVF, etc.), traffic volume classification counts, etc. specified in the Contract.
(CC-4)	TN-TIMES shall determine the morning (“AM”) peak hour and the afternoon/evening (“PM”) peak hour. For each of these two (2) periods, the peak hour shall be the four (4) consecutive fifteen (15) minute segments with the highest traffic volume counts.
(CC-5)	For each peak hour, TN-TIMES shall calculate a Peak Hour Factor by dividing the peak hour’s hourly traffic volume count by four (4) times the traffic volume count value for the fifteen (15) minute increment with the highest traffic volume count.
(CC-6)	TN-TIMES shall provide the capability for the State to utilize an API to download the following from TN-TIMES: (1) “AADT”, (2) “% Truck Traffic” (i.e., the percent of AADT that is comprised on vehicles in the State vehicle groups OSU and C as defined in CA-10, above), and (3) “Projected AADT” (i.e., estimated AADT for a roadway segment for which there is no count from a Traffic Data Collection Device).
(CC-7)	TN-TIMES shall compile, calculate and maintain the following traffic classification and volume count Data, and shall provide the capability for the State to use an API to download this Data to the State’s TRIMS or other State designated database.

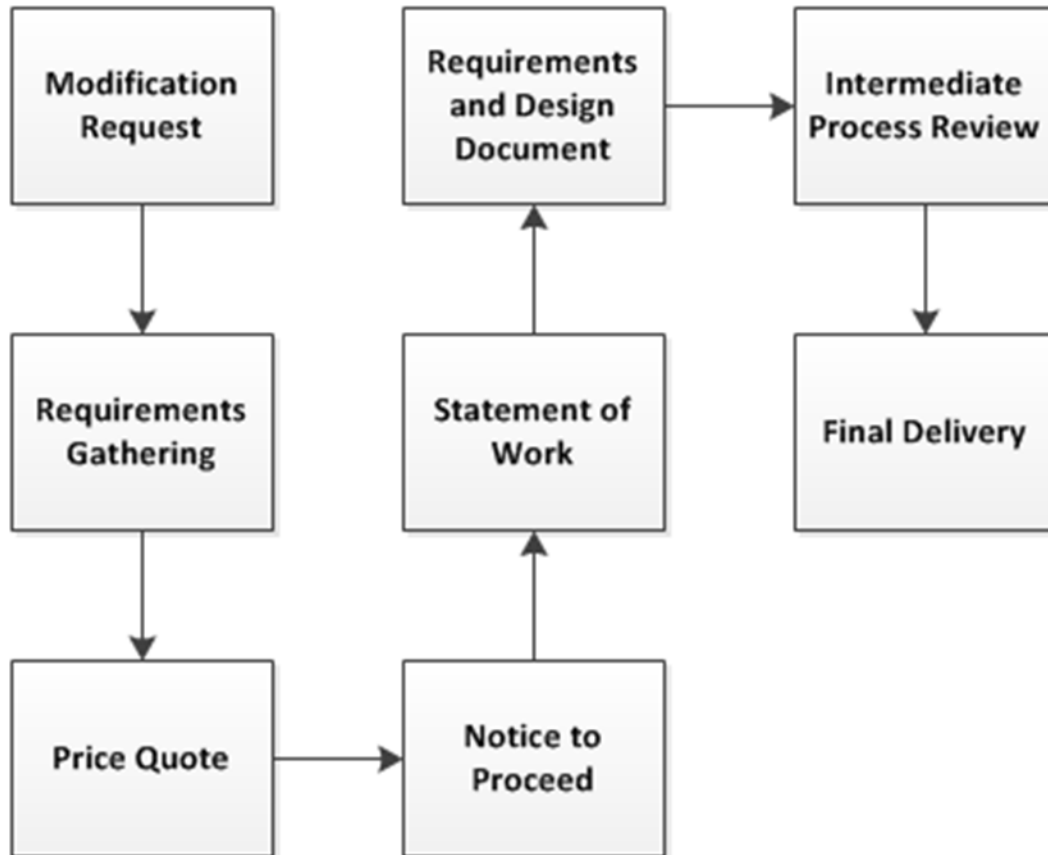
	<p>1) <u>For all traffic volume count Data excluding railroad crossings, and Roadway Structures:</u></p> <ul style="list-style-type: none"> a) "Average Annual Daily Traffic" b) "Adjusted Average Annual Daily Traffic" – AADT adjusted using the SVF and Axle Correction Factor. c) "Daily Peak Hour Percent" – Percentage of traffic for a given day that is during the day's peak hour d) "Daily Direction Distribution Percent" – Distribution of traffic in each direction during the day's peak hour e) "AADT Year" – Calendar Year for which the AADT is calculated <p>2) <u>For railroad crossing traffic volume counts:</u></p> <ul style="list-style-type: none"> a) "AADT" b) "AADT Year" – Calendar Year for which the AADT is calculated c) "Spot Count" – Periodic (non-continuous) traffic classification and volume count Data collected from a Portable Traffic Data Collection located near a railroad crossing. d) "Railroad Station Count" – Traffic classification and volume count Data collected from a Permanent Traffic Data Collection Device located near a railroad crossing. <p>3) <u>For Roadway Structure traffic volume counts:</u></p> <ul style="list-style-type: none"> a) "AADT" b) "Traffic Year" – Calendar Year for which the AADT is calculated
(CC-8)	<p>TN-TIMES shall calculate traffic volume count growth projections utilizing the TN-TIMES generated Annual Growth Factors. TN-TIMES shall provide the capability for the State to use an API to download the volume count growth projections to the State's TRIMS or other State designated database.</p>
(CC-9)	<p>TN-TIMES shall have the capability to compile/calculate the following information for trending, forecasting and reporting purposes. Reports generated for each of the following shall include the applicable time period (i.e., begin and end dates) for the reported Data, and shall display all factors (e.g., Axle Correction Factor, SVF, etc.) used for the Data's calculation.</p> <ul style="list-style-type: none"> 1) Annual Growth Factor 2) For each Traffic Data Reporting Station, TN-TIMES shall calculate the AADT for each individual traffic lane in each of the two (2) directions. The AADT values shall be calculated in fifteen (15) minute increments and subtotaled into one (1) hour increments. 3) Annual Growth Factor by County – An average of the Annual Growth Factors for Traffic Data Reporting Stations in each county 4) For the morning "AM" peak hour: <ul style="list-style-type: none"> a) AADT b) Peak Hour Factor, as defined in item CC-5 (above). c) Percentage of daily traffic that occurs during the morning "AM" peak hour 5) For the afternoon/evening "PM" peak hour: <ul style="list-style-type: none"> a) AADT b) Peak Hour Factor, as defined in item CC-5 (above) c) Percentage of daily traffic that occurs during the afternoon/evening "PM" peak hour 6) Annual percentage of traffic volume in each direction for each Traffic Data Reporting Station

CC-10

TN-TIMES shall provide a process for a Traffic Data Manager to request changes to formulas or functions to remain relevant to State and Federal demands.

TN-TIMES Task Order Process

Workflow



TN-TIMES Task Order Process

Phase 1 – Modification Request

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

Phase 2 – Requirements Gathering

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

Phase 3 – Price Quote

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

Phase 4 – Notice to Proceed

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

Phase 5 – Statement of Work

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

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

Phase 6 – Requirements and Design Document

The Contractor shall provide:

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

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

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

Phase 7 – Intermediate Review

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

Deliverables:

The Contractor shall provide media that must include:

1. Documents folder containing the final task order design.
2. Software release folder containing release notes, setup.exe and associated files for installing the new release of the software (if applicable).
3. Contractor may include other folders/files as appropriate.

Phase 8 – Final Delivery

Deliverables:

The Contractor shall provide media that must include:

1. Documents folder containing the final task order design.
 - a. Statement of Work
 - b. Requirements and Design Document
 - c. Test procedures and test results
 - d. Release notes describing Date of release, version number, description of new, modified or deleted features, and any additional notes
 - e. Copy of updated data dictionary
 - f. Final updated Traceability Matrix
2. Software release folder containing setup.exe and associated files for installing the new release of the software (if applicable).
3. Contractor may include other folders/files as appropriate.

TN-TIMES Task Order Process Job Classifications & Minimum Qualification Requirements

Task Order Job Classification: Jr. Developer Minimum Qualifications

Education and Experience: Graduation from an accredited college or university with a bachelor's degree and one year of professional level experience in systems analysis, application design, or software development of business information systems.

Substitution of a Specific Associate's Degree for the Required Bachelor's Degree: Graduation from an accredited college or university with an Information Technology related associate's degree may substitute for the required bachelor's degree.

Substitution of Experience for the Specific Associates Degree: Professional level experience in the following area may substitute for the required Information Technology associate's degree on a year-for-year basis to a maximum substitution of two years: systems analysis, application design, or software development of business information systems.

Substitution of Graduate Coursework for the Required Experience: Any additional graduate coursework in software development may substitute for the required experience on a year for year basis to a maximum substitution of one year.

Task Order Job Classification: Sr. Developer Minimum Qualifications

Education and Experience: Graduation from an accredited college or university with a bachelor's degree and two years of professional level experience in systems analysis, application design, or software development of business information systems.

Substitution of a Specific Associate's Degree for the Required Bachelor's Degree: Graduation from an accredited college or university with an Information Technology related associate's degree may substitute for the required bachelor's degree.

Substitution of Experience for the Specific Associate's Degree: Professional level experience in the following area may substitute for the required Information Technology associate's degree on a year-for-year basis to a maximum substitution of two years: systems analysis, application design, or software development of business information systems.

Substitution of Graduate Coursework for the Required Experience: Any additional graduate coursework in software development may substitute for the required experience on a year for year basis to a maximum substitution of one year.

**Task Order Job Classification: Jr. IT Architect
Minimum Qualifications**

Education and Experience: Graduation from an accredited college or university with a bachelor's degree and three years of professional-level experience equivalent to one of the following: (1) the configuration, installation, evaluation, monitoring, or problem diagnosis and resolution of local area network (LAN), wide area network (WAN), or network hardware, software and related equipment; (2) designing, building or operating equipment prototypes, including network hardware, firewalls, voice over internet protocol (VOIP), or management systems (3) enterprise network modeling, analysis and planning.

Substitution of a Specific Associate's Degree for the Required Bachelor's Degree: An Information Technology related associate's degree from an accredited college or university may substitute for the required bachelor's degree.

Substitution of Graduate Coursework for the Required Experience: Any graduate coursework in Information Technology may substitute for the required experience on a year-for-year basis to a maximum substitution of one year. (Thirty-six graduate quarter hours or a master's degree in the above fields is equivalent to one year of experience).

Substitution of Experience for Specific Associate's Degree: Professional experience in one of the following areas may substitute for the required Information Technology related associate's degree on a year-for-year basis to a maximum, substitution of two years: (1) the configuration, installation, evaluation, monitoring, or problem diagnosis and resolution of LAN, WAN, or network hardware, software and related equipment; (2) designing, building or operating equipment prototypes, including network hardware, firewalls, voice over IP or management systems (3) enterprise network modeling, analysis and planning.

**Task Order Job Classification: Sr. IT Architect
Minimum Qualifications**

Education and Experience: Graduation from an accredited college or university with a bachelor's degree and four years of professional-level experience equivalent to one of the following: (1) the configuration, installation, evaluation, monitoring, or problem diagnosis and resolution of LAN, WAN, or network hardware, software and related equipment; (2) designing, building or operating equipment prototypes, including network hardware, firewalls, voice over IP, or management systems (3) enterprise network modeling, analysis and planning.

Substitution of a Specific Associate's Degree for the Required Bachelor's Degree: An Information Technology related associate's degree from an accredited college or university may substitute for the required bachelor's degree.

Substitution of Graduate Coursework for the Required Experience: Any graduate coursework in Information Technology may substitute for the required experience on a year-for-year basis to a maximum substitution of one year. (Thirty-six graduate quarter hours or a master's degree in the above fields is equivalent to one year of experience.)

Substitution of Experience for Education: Professional experience in one of the following areas may substitute for the required Information Technology related associate's degree on a year-for-year basis to a maximum, substitution of two years: (1) the configuration, installation, evaluation, monitoring, or problem diagnosis and resolution of LAN, WAN, or network hardware, software and related equipment; (2) designing, building or operating equipment prototypes, including network hardware, firewalls, voice over IP or management systems (3) enterprise network modeling, analysis and planning.

Task Order Job Classification: Jr. Project Manager
Minimum Qualifications

Education and Experience: Graduation from an accredited college or university with a bachelor's degree and two years of professional level experience in any one of the following areas: (1) systematic analysis of overall work processes for business or information systems or (2) project management.

Substitution of Experience for Education: Professional-level experience in any one of the following areas may substitute for the required college degree on a year-for-year basis to a maximum substitution of four years: (1) systematic analysis of overall work processes for business or information systems or (2) project management.

Substitution of the Specific Associate's Degree for the Required Bachelor's Degree: Graduation from an accredited college or university with an associate's degree in computer information systems, computer technology or other related field may substitute for the required bachelor's degree.

Substitution of Graduate Coursework for the Required Experience: Any additional graduate coursework in project management, computer information systems, computer networking technology, computer technology or other related field may substitute for the required experience on a year-for-year basis to a maximum substitution of one year. (Thirty-six graduate quarter hours or a master's degree in the above fields is equivalent to one year of experience.)

Task Order Job Classification: Sr. Project Manager
Minimum Qualifications

Education and Experience: Graduation from an accredited college or university with a bachelor's degree, and six years of professional level experience in any one of the following areas: (1) systematic analysis of overall work processes for business or information systems; or (2) project management; one of the six years must include being a leading team member of a project or project management.

Substitution of Experience for Education: Professional-level experience in any one of the following areas may substitute for the required college degree on a year-for-year basis to a maximum substitution of four years: (1) systematic analysis of overall work processes for business or information systems; (2) project management; one of the six years must include being a leading team member of a project or project management.

Substitution of the Specific Associate's Degree for the Required Bachelor's Degree: Graduation from an accredited college or university with an associate's degree in project management, computer information systems, computer technology or other related field may substitute for the required bachelor's degree.

Substitution of Graduate Coursework for the Required Experience: Any additional graduate coursework in project management, computer information systems, computer networking technology, computer technology or other related field may substitute for the required experience on a year-for-year basis to a maximum substitution of one year. (Thirty-six graduate quarter hours or a master's degree in the above fields is equivalent to one year of experience.)

**Task Order Job Classification: Business Analyst
Minimum Qualifications**

Education and Experience: Graduation from an accredited college or university with a bachelor's degree and two years of professional level experience in any one of the following areas: Applications or systems programming, Systematic analysis of overall work processes for business or information systems.

Substitution of the Specific Associate's Degree for the Required Bachelor's Degree: Graduation from an accredited college or university with an Associate's degree in computer accounting, computer information systems, computer networking technology, computer technology, web technology or other related field may substitute for the required Bachelor's degree.

Substitution of Experience for the Specific Associate's Degree: Professional-level experience in any one of the following areas may substitute for the required Associate's degree on a year-for-year basis to a maximum substitution of two years: Applications or systems programming; Systematic analysis of overall work processes for business or information systems.

Substitution of Graduate Coursework for the Required Experience: Any additional graduate coursework in computer accounting, computer information systems, computer networking technology, computer technology, web technology or other related field may substitute for the required experience on a year-for-year basis to a maximum substitution of one year.

**Task Order Job Classification: Tech Writer
Minimum Qualifications**

Minimum of two (2) years of college or technical training, and 1+ years of experience

ATTESTATION RE PERSONNEL USED IN CONTRACT PERFORMANCE

SUBJECT CONTRACT NUMBER:	Agency Tracking Number 40100-01019
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

(Fill out only by selected Contractor)

SAMPLE LETTER OF DIVERSITY COMMITMENT

(Company Letterhead/Logo)

(Address)

(Date)

(Salutation),

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

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

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

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

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

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

Further, we commit to:

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

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

Regards,

(Company authority – signature and title)