

## CONTRACT INSTRUCTIONS

1. Throughout the contract instructions printed in RED (e.g., **PROCURING PARTY LEGAL ENTITY NAME, NUMBER, DATE, \$\$\$\$.\$\$, MM, #**, etc.) denote “blanks” which must be completed. Replace the RED instructional text with the correct information in regular style print of conforming font and color.
2. Fill in the blanks to indicate the quantities and the costs associated with the requested number of access points in section C.2.b. of this contract.
3. Sign and Date Contract.
4. Submit Payment and signed contract document to:
  - a. Please make your check or money order payable to Tennessee Department of Transportation
  - b. Design Division  
Headquarters Survey Office  
Tennessee Department of Transportation  
505 Deaderick Street  
Suite 1200, James K. Polk Building  
Nashville, TN 37243  
Telephone # (615) 741-0450  
FAX # (615) 253-5218
5. Upon execution of this Contract and after payment is verified, the State will turn on TDOT GNSS Reference Network access for the Procuring Party’s username and password for the requested number of simultaneous access points.
6. Please allow thirty (30) days from the State’s receipt of the Procuring Party’s executed contract and payment, for the State to process the Contract, verify payment, and assign an Access Point User Name and Password.
7. **Fees for the entire period of the Contract shall be provided with the signed contract.**
8. If the appropriate fees are not received with the signed Contract, the State will not process the Contract for access
9. If you have any questions related to completion of this agreement, please contact the Design Division at (615) 741-0450 or [TDOT.GNSSNetwork@tn.gov](mailto:TDOT.GNSSNetwork@tn.gov).

**Exhibit 2 - RV**



**CONTRACT**

(state revenue contract with an individual, business, non-profit, or government entity of another state or country and from which the state receives monetary compensation)

|   |                 |   |                           |
|---|-----------------|---|---------------------------|
| <b>Begin Date</b>   | <b>End Date</b> | <b>Agency Tracking #</b><br>40100-22720   | <b>Edison ID</b><br>67232 |
| <b>Procuring Party Legal Entity Name</b>  |                 | <b>Procuring Party Registration ID</b>  |                           |
| <b>Service Caption</b><br><b>TDOT GNSS REFERENCE NETWORK</b>  |                 |   |                           |
| <b>Ownership/Control</b>  |                 |   |                           |
| <input type="checkbox"/> Minority Business Enterprise (MBE):<br><input type="checkbox"/> African American <input type="checkbox"/> Asian American <input type="checkbox"/> Hispanic American <input type="checkbox"/> Native American |                 |   |                           |
| <input type="checkbox"/> Woman Business Enterprise (WBE)  |                 |   |                           |
| <input type="checkbox"/> Service-Disabled Veteran Enterprise (SDVBE)  |                 |   |                           |
| <input type="checkbox"/> Disabled Owned Businesses (DSBE)   |                 |   |                           |
| <input type="checkbox"/> Small Business Enterprise (SBE): \$10,000,000.00 averaged over a three (3) year period or employs no more than ninety-nine (99) employees.   |                 |   |                           |
| <input type="checkbox"/> Government <input type="checkbox"/> Non-Minority/Disadvantaged <input type="checkbox"/> Other:   |                 |   |                           |
| <b>Selection Method &amp; Process Summary</b> (mark the correct response to confirm the associated summary)   |                 |   |                           |
| <input type="checkbox"/> Competitive Award  |                 | Describe the competitive award process used. Include Solicitation Number, if applicable   |                           |
| <input type="checkbox"/> Other  |                 | Describe the non-competitive award process used and submit a Special Contract Request with the applicable method described, in addition to selecting the Revenue contract type. |                           |
| <p><i>CPO USE - RV</i></p>  |                 |   |                           |

**CONTRACT  
BETWEEN THE STATE OF TENNESSEE,  
DEPARTMENT OF TRANSPORTATION  
AND**

This Contract, by and between the State of Tennessee, Department of Transportation, hereinafter referred to as the "State" and \_\_\_\_\_, hereinafter referred to as the "Procuring Party," is for the provision of **TDOT GNSS Reference Network Access**, as further defined in the "SCOPE OF SERVICES."

The Procuring Party is

Procuring Party Place of Incorporation or Organization:

**A. SCOPE OF SERVICES:**

- A.1. The State shall provide all goods, services or deliverables as required, described, and detailed herein and shall meet all service and delivery timelines as specified by this Agreement.
- A.2. Definitions. For purposes of this Contract, definitions shall be as follows and as set forth in the Contract:
- a. GNSS – Global Navigation Satellite System
  - b. NTRIP – Network Transport of RCTM via Internet Protocol
  - c. RTCM - Radio Technical Commission for Maritime Services
  - d. NGS - National Geodetic Survey
- A.3. The Procuring Party shall have unlimited access to the TDOT GNSS Reference Network for the number of simultaneous connections for which payment has been received. The Procuring Party will have one user name and password assigned; however, multiple simultaneous connections to the TDOT GNSS Reference Network can be allowed per user name and password if multiple access points are purchased.
- A.4. If the Procuring Party is a corporate or public sector entity, the Procuring Party shall not transfer access, via its user name and password, to any person or entity not an employee of the Procuring Party's company or public sector entity. If the Procuring Party is an individual, the Procuring Party shall not transfer access, via its user name and password, to any other person or entity.
- A.5. The Procuring Party shall connect to the internet IP address provided by the State for use via the Procuring Party's mobile devices for positioning, locating and navigating with satellites of the GNSS.
- A.6. The Procuring Party will be granted access to the TDOT GNSS Reference Network only after authenticated user name and password information have been verified and approved by the public domain interface Network Transport of RTCM Protocol (NTRIP).
- A.7. The Procuring Party shall be responsible for the purchase, lease, installation, maintenance, and operation of all equipment necessary to use TDOT GNSS Reference Network services, including without limitation, the NTRIP protocol.
- A.8. The Procuring Party shall notify the State of any unauthorized use of its login.
- A.9. The State shall maintain and operate the TDOT GNSS Reference Network, Monday through Friday from 8:00 AM to 4:30 PM (Central Time), excluding State Holidays.
- A.10. The State shall operate and maintain a web application to display the TDOT GNSS Reference Network status.
- A.11. The State shall broadcast real time GNSS Network corrections in Radio Technical Commission for Maritime Services (RTCM) formats from the TDOT GNSS Reference Network Server to the internet IP address provided by the State for use via the Procuring Party's mobile devices for

positioning, locating and navigating with satellites of the GNSS. The State will provide access to the network using the public domain interface Network transport of RTCM Protocol (NTRIP).

A.12. The State will offer the following GNSS Network corrections:

- Single Baseline Corrections in RTCM 2.3 Format
- Single Baseline Corrections in RTCM 3.0 Format
- Modeled Network Corrections in RTCM 3.0 Format
- Single Baseline Corrections in CMR+ Format
- Modeled Network Corrections in CMR+ Format

A.13. The State shall own and be responsible, at its expense, for all aspects of the operation and maintenance of the TDOT GNSS Reference Network, including without limitation, servers, Topcon TopNET software, and other software necessary for the GNSS Network Server to accomplish its tasks.

A.14. The State will not be responsible for any user equipment or software required to access the TDOT GNSS Reference Network.

A.15. The State shall not be responsible for troubleshooting Procuring Party's equipment issues regarding network connectivity.

A.16. The State will monitor, log and enforce account usage.

A.17. The State will make static data files available for download via the National Geodetic Survey's (NGS) website [www.ngs.noaa.gov/CORS/](http://www.ngs.noaa.gov/CORS/). Static Data files that are not available via the NGS website, may be available from the State, but there is no guarantee. Should the Procuring Party be unable to find a Static file on the NGS website, they can e-mail a request to [TDOT.GNSSNetwork@tn.gov](mailto:TDOT.GNSSNetwork@tn.gov) and State staff will determine if the file is available, and if so, will coordinate distribution of said file to the Procuring Party.

**B. TERM OF CONTRACT:**

This Contract shall be effective on \_\_\_\_\_ ("Effective Date"), and extend for a period of \_\_\_\_\_ after the Effective Date ("Term"). The State shall have no obligation for goods or services provided by the Procuring Party prior to the Effective Date.

**C. PAYMENT TERMS AND CONDITIONS:**

C.1. General Account Information - The Procuring Party shall complete and return this Contract and necessary fees in order to obtain access to the TDOT GNSS Reference Network. Upon execution of this Contract and after payment is verified, the State will turn on TDOT GNSS Reference Network access for the Procuring Party's username and password for the appropriate number of simultaneous access points. Please allow thirty (30) days from the State's receipt of the Procuring Party's contract and payment for the State to process the Contract, verify payment, and assign an Access Point User Name and Password. **Fees for the entire period of the Contract shall be provided with the signed contract.** If the appropriate fees are not received with the signed Contract, the State will not process the Contract for access.

- a. Upon expiration of this Contract, June 30, 2021, the State will turn off access to the TDOT GNSS Reference Network for the Procuring Party.
- b. Upon expiration of this Contract, the Procuring Party must complete a new application, sign a new contract, and pay the required fees to obtain access to the TDOT GNSS Reference Network.
- c. Procuring Parties who have subscribed to at least 5 or more Simultaneous Access Points agree to participate in the research and outreach efforts of the planned TDOT GNSS

Reference Network User Group. Participation may include such activities as allowing photographing of the Procuring Party field activities, user testimonials, or a report or other written feedback for the purposes of developing outreach materials. Said outreach shall be in the amount of at least one suitable photo per year and/or one user report or one-page testimonial, or other documented feedback. Research participation may include provision of field observation results, particularly for observations made of NGS, state monuments and benchmarks, or other report(s) on aspects of network quality, positional integrity, accessibility or availability. Said research or outreach contributions will be submitted, digitally or in hard copy via mail or email to the State upon request during the subject year of subscription per this Contract.

- d. Upon receipt of payment and this signed completed contract from the Procuring Party, the State will contact the Procuring Party concerning the Procuring Party's User Name and Password for access to the TDOT GNSS Reference Network. Each Procuring Party will be issued one user name and password that will be used to provide TDOT GNSS Reference Network access for all of purchased access points. The State will ask for suggestions from the Procuring Party for the user name and password that will be used for their access points. The suggested Procuring Party account user name must contain alpha numeric characters, not to exceed 20 characters. The suggested Procuring Party Account password must contain alpha numeric characters, not to exceed 20 characters. The Procuring Party user name and password are case sensitive. The State will make every effort to use the Procuring Party suggested user name and password, and would only modify the suggested User Name and Password should duplications occur, or upon recommendations from the State's information technology staff.
- e. Payments will be accepted by check or money order. Checks should be made payable to the Tennessee Department of Transportation. Payment must be made in full when submitting contract agreement.

C.2. **Procuring Party Account** – This account is required for all Procuring Parties **submitting a Contract and paying necessary fees** for access to the TDOT GNSS Reference Network. The required fees for simultaneous access point(s) for this Contract are a contract processing fee of \$150.00 and a partial year cost of \$25.00 per month per number of simultaneous access points. The partial year cost of \$25.00 per month per number of simultaneous access point(s) will be required for every full or partial month from the date of the Procuring Party's signature to June 30, 2020.

- a. Included with this executed Contract, the Procuring Party shall pay the following amount as a contract total fee for processing of the Contract, for partial year costs, and for annual recurring costs for the life of the Contract for access to the TDOT GNSS Reference Network services:
- b. New User Procuring Party Account Fee Structure (Procuring Party Completes this Section)

**Contract Processing Fee:** (a) = \$ 150.00

**Partial Year Cost per Access Point(s):** (b) = \$ 25.00 x \_\_\_\_\_ = ( \_\_\_\_\_ )  
Total # of Months (b) total  
Remaining

**Contract Total Fee =**  
 (a) \$150.00 +  $\left[ \frac{\text{(b) Total}}{\text{\# of Access Points}} \times \text{( _____ )} \right] = \text{_____}$   
Total Due

- C.3. **Addition of Simultaneous Access Points to Existing Contract:** If the Procuring Party desires to add simultaneous access points after this Contract has been signed and the fees have been paid, the Procuring Party shall submit a written request to the State specifying the number of additional access points needed. The State shall then prepare a written amendment to the Contract to be signed by all parties. The amendment will be submitted with the required additional fee(s) described below:

Required fees for adding simultaneous access point(s) are a new contract processing fee of \$150.00, a partial year cost of \$25.00 per month per number of simultaneous access point(s) added. The partial year cost of \$25.00 per month per number of simultaneous access point(s) will be required for every full or partial month from the date of the Procuring Party's signature to June 30, 2021.

**D. STANDARD TERMS AND CONDITIONS:**

- D.1. **Required Approvals.** The State is not bound by this Contract until it is signed by the contract parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this contract, said officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.2. **Modification and Amendment.** This Contract may be modified only by a written amendment signed by all parties hereto and approved by both the officials who approved the base contract and, depending upon the specifics of the contract as amended, any additional officials required by Tennessee laws and regulations (said officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.3. **Termination for Convenience.** The Contract may be terminated by either party by giving written notice to the other, at least thirty (30) days before the effective date of termination. Said termination shall not be deemed a breach of contract by the State. Should the State exercise this provision, the State shall have no liability to the Procuring Party. Should either the State or the Procuring Party exercise this provision, the Procuring Party shall be required to compensate the State for satisfactory, authorized services completed as of the termination date and shall have no liability to the State except for those units of service which can be effectively used by the Procuring Party. The final decision, as to what these units of service are, shall be determined by the State. In the event of disagreement, the Procuring Party may file a claim with the Tennessee Claims Commission in order to seek redress.
- Upon such termination, the Procuring Party shall have no right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- D.4. **Termination for Cause.** If either party fails to properly perform or fulfill its obligations under this Contract in a timely or proper manner or violates any terms of this Contract, the other party shall have the right to immediately terminate the Contract. The Procuring Party shall compensate the State for completed services.
- D.5. **Subcontracting.** Neither the Procuring Party nor the State shall assign this Contract or enter into a subcontract for any of the services performed under this Contract without obtaining the prior written approval of the other. If such subcontracts are approved, they shall contain, at a minimum, sections of this Contract below pertaining to "Conflicts of Interest," "Nondiscrimination," and "Records" (as identified by the section headings).

- D.6. Conflicts of Interest. The Procuring Party warrants that 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 Procuring Party in connection with any work contemplated or performed relative to this Contract other than as required by section A. of this Contract.
- D.7. Nondiscrimination. The State and the Procuring Party hereby agree, warrant, and assure 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 State or the Procuring Party on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law.
- D.8. Records. The Procuring Party shall maintain documentation for its transactions with the State under this Contract. The books, records, and documents of the Procuring Party, insofar as they relate to work performed or money paid under this Contract, shall be maintained for a period of five (5) full years from the final date of this Contract and shall be subject to audit, at any reasonable time and upon reasonable notice, by the state agency, the Comptroller of the Treasury, or their duly appointed representatives. The financial statements shall be prepared in accordance with generally accepted accounting principles.
- D.9. Strict Performance. Failure by any party to this Contract to insist in any one or more cases upon 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 such 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 hereto.
- D.10. Independent Contractor. The parties hereto, in the performance of this Contract, shall not act as employees, partners, joint venturers, or associates of one another. It is expressly acknowledged by the parties hereto that such parties are independent contracting entities and that nothing in this Contract shall be construed to create an employer/employee relationship or to allow either 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 shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.

Claims against the State of Tennessee, or its employees, or injury damages expenses or attorney's fees are heard and determined by the Tennessee Claims Commission or the Tennessee Board of Claims in the manner prescribed by law (*Tennessee Code Annotated*, Sections 9-8-101 *et seq.*, 9-8-301 *et seq.*, and 9-8-401 *et seq.*). Damages recoverable against the State of Tennessee shall be expressly limited to claims paid by the Board of Claims or the Claims Commission pursuant to *Tennessee Code Annotated*, Section 9-8-301 *et seq.*

- D.11. State Liability. The State shall have no liability except as specifically provided in this Contract.
- D.12. Force Majeure. The obligations of the parties to this Contract are subject to prevention by causes beyond the parties' control that could not be avoided by the exercise of due care including, but not limited to, natural disasters, riots, wars, epidemics, or any other similar cause.
- D.13. State and Federal Compliance. The Procuring Party and the State shall comply with all applicable State and Federal laws and regulations in the performance of this Contract.
- D.14. Governing Law. This Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The Procuring Party agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Contract. The Procuring Party acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising therefrom, shall be subject to and limited to those rights and remedies, if any, available under *Tennessee Code Annotated*, Sections 9-8-101 through 9-8-407.
- D.15. Completeness. This Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions of the parties' agreement. This Contract supersedes any and all prior understandings,







- 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 Procuring Party 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.

**IN WITNESS WHEREOF,**

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**PROCURING PARTY SIGNATURE**

**DATE**

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**PRINTED NAME AND TITLE OF PROCURING PARTY SIGNATORY (above)**

**DEPARTMENT OF TRANSPORTATION**

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**CLAY BRIGHT, COMMISSIONER**

**DATE**

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

**DATE**