

CONTRACT #6
RFS # 349.01-00176
FA # NA
Edison # 36153

**Department of Safety and
Homeland Security
Tennessee Highway Patrol**

VENDOR:
Appriss, Inc.



**STATE OF TENNESSEE
DEPARTMENT OF SAFETY AND HOMELAND SECURITY**

1150 FOSTER AVENUE
NASHVILLE, TN 37243

BILL HASLAM
GOVERNOR

BILL GIBBONS
COMMISSIONER

MEMORANDUM

TO: Fiscal Review Committee

THROUGH: Kippine Smith, Grants and Contracting Manager

FROM: Sergeant Marty Polluck,

DATE: August 2, 2013

SUBJECT: **Noncompetitive Amendment Requests – Appriss Inc.**

This memorandum details the terms of the Department of Safety and Homeland Security (“Department”) contract amendment with Appriss Inc., which is before the Fiscal Review Committee on the Committee’s August, 2013 agenda as well as the justification for the noncompetitive amendment request.

The Tennessee Department of Safety and Homeland Security has entered into a contract with Appriss Inc., to support and enhance the Tennessee Integrated Traffic Analysis Network (TITAN) through the State standardized approach of the RFP process. TITAN is the statewide electronic reporting system that provides all law enforcement agencies in the State with the ability to electronically collect, review, transmit, and retrieve public safety reports. Through the contract, Appriss will provide for the operation, development, maintenance and support of the TITAN System.

In 2012, Legislation was adopted that will require all law enforcement agencies in Tennessee to submit crash reports in an electronic format approved and according to the standards established by TDOSHS by January 1, 2015. As a commitment to support this legislation, the Department, upon request and written agreement with any local law enforcement agency, will provide access to an electronic system that is capable of performing this function, at no cost to the local agency. Grant funds have paid for the design and development of the entire system and TDOSHS is providing the installation, training, and support of the system.

The Department and local law enforcement agencies are faced with limited budgets, increasing responsibilities and the frantic pace for change is unforgiving. The Department has a critical role to play and a responsibility to do all that can be done to make sure traffic and public safety information is timely, accurate, consistent, and reliable, while at the same time exercising fiscal efficiency.

To meet the obligations and challenges, as a component of the RFP, the State requested proposers provide a plan illustrating their approach for providing a non-exclusive service to offer data and crash reports on-line and any credit to the state that would accompany this service. Appriss responded to the request by submitting a viable plan designed to positively impact the economic burdens associated with a statewide records management system.

It is the intent of this contract amendment to provide a mechanism to significantly reduce or eliminate expenses for the operation, development, maintenance and support of the system by securing data management services from Appriss to TDOSHS. Through this amendment, Appriss will have limited exclusive rights to sell reports and data commercially on behalf of TDOSHS.

As part of this amendment, Appriss will provide to TDOSHS in the terms of an invoice credit for the development, maintenance and supporting services of the TITAN system. Said credit shall be \$5.00 per THP report sold, and \$5.00 per local agency report sold. In the event credits issued to the Department exceed the monthly amount invoiced to the Department, the excess credits shall be credited towards the next month's invoice.

On a monthly basis, the Appriss shall remit to the State \$4.00 for each crash report sold which originated from THP. Appriss will provide along with this transfer a detailed report of all transactions performed under this contract during said month, such that the Department can effectively audit and reconcile all payments made under this contract with transactions processed to ensure that the Contractor's reports match the State's.

Supplemental Documentation Required for
Fiscal Review Committee

*Contact Name:	Kippine Smith	*Contact Phone:	615-251-5238		
*Original Contract Number:	Edison #36153	*Original RFS Number:	34901-00176		
Edison Contract Number: <i>(if applicable)</i>		Edison RFS Number: <i>(if applicable)</i>			
*Original Contract Begin Date:	05/02/2013	*Current End Date:	05/01/2018		
Current Request Amendment Number: <i>(if applicable)</i>	1				
Proposed Amendment Effective Date: <i>(if applicable)</i>	10/01/2013				
*Department Submitting:	Safety and Homeland Security				
*Division:	Tennessee Highway Patrol				
*Date Submitted:	07/25/2013				
*Submitted Within Sixty (60) days:	Yes				
<i>If not, explain:</i>					
*Contract Vendor Name:	Appriss Inc.				
*Current Maximum Liability:	\$5,140,000.00				
*Current Contract Allocation by Fiscal Year: (as Shown on Most Current Fully Executed Contract Summary Sheet)					
FY:2013	FY:2014	FY:2015	FY:2016	FY2017	FY2018
\$171,333.34	\$1,028,000.04	\$1,028,000.04	\$1,028,000.04	\$1,028,000.04	\$856,666.70
*Current Total Expenditures by Fiscal Year of Contract: (attach backup documentation from STARS or FDAS report)					
FY:2013	FY:2014	FY:2015	FY:2016	FY2017	FY2018
\$73,032.28	\$48,000.00	tbd	tbd	tbd	tbd
IF Contract Allocation has been greater than Contract Expenditures, please give the reasons and explain where surplus funds were spent:			Contract has only been active for 3 months. So far we have been billed a total of \$121,032.28. We have only been billed for project management, maintenance, and support. We expect billings to increase once other proposed projects are completed and are available for State use. Surplus funds have not been expended anywhere else.		
IF surplus funds have been carried forward, please give the reasons and provide the authority for the carry forward provision:			N/A		
IF Contract Expenditures exceeded Contract Allocation, please give the			N/A		

Supplemental Documentation Required for
Fiscal Review Committee

reasons and explain how funding was acquired to pay the overage:				
*Contract Funding Source/Amount:	State:		Federal:	\$ 5,140,000.00
Interdepartmental:	Yes		Other:	
If "other" please define:				
Dates of All Previous Amendments or Revisions: <i>(if applicable)</i>		Brief Description of Actions in Previous Amendments or Revisions: <i>(if applicable)</i>		
N/A				
Method of Original Award: <i>(if applicable)</i>		RFP		
*What were the projected costs of the service for the entire term of the contract prior to contract award?		\$225,000.00		

Supplemental Documentation Required for
Fiscal Review Committee

For all new non-competitive contracts and any contract amendment that changes Sections A or C.3. of the original or previously amended contract document, provide estimates based on information provided the Department by the vendor for determination of contract maximum liability. Add rows as necessary to provide all information requested.

If it is determined that the question is not applicable to your contract document attach detailed explanation as to why that determination was made.

Planned expenditures by fiscal year by deliverable. Add rows as necessary to indicate all estimated contract expenditures.

Deliverable description:	FY:2013	FY:2014	FY:2015	FY:2016	FY:2017	FY:2018
Project Maintenance, Enhancement and Support	\$171,333.34	\$1,028,000.04	\$1,028,000.04	\$1,028,000.04	\$1,028,000.04	\$856,666.70

Proposed savings to be realized per fiscal year by entering into this contract. If amendment to an existing contract, please indicate the proposed savings to be realized by the amendment. Add rows as necessary to define all potential savings per deliverable.

Deliverable description:	FY:2013	FY:2014	FY:2015	FY:2016	FY:2017	FY:2018
Project Maintenance, Enhancement and Support	\$0	\$154,200.00	\$308,400.00	\$616,800.00	\$873,800.00	\$856,666.70

Comparison of cost per fiscal year of obtaining this service through the proposed contract or amendment vs. other options. List other options available (including other vendors), cost of other options, and source of information for comparison of other options (e.g. catalog, Web site). Add rows as necessary to indicate price differentials between contract deliverables.

Proposed Vendor Cost: (name of vendor)	FY:2013	FY:2014	FY:2015	FY:2016	FY:2017	FY:2018

The current Contractor is the only vendor who provides maintenance, support, & enhancement services to our current RMS based on online sales transactions.



INVOICE

10401 Linn Station Road, Ste 200
 Louisville, KY 40223-3842
 Phone 502.561.8463 Fax 502.815.0301

DATE: 5/31/2013
 INVOICE NO. 400513205

Bill To:
 Tennessee Department of Safety
 1150 Foster Avenue
 Nashville, TN 37249

Vendor No 121147 Receipt # 49515
 PO / Cont 19321
 S.C. 418 Dept. ID 3490301000
 Fund 11000 LOC 19010
 ACCT. (Obj Code) 70803000
 Voucher # _____

ks

[Handwritten scribbles]

DESCRIPTION	AMOUNT
May 2013 Project Management (May 20th - 31st)	\$ 3,096.84
Maintenance and Support of New and Existing Systems (May 15th - 31st)	\$ 21,935.44
<div style="border: 1px solid black; border-radius: 50%; padding: 5px; display: inline-block;">SFTITAN 2013</div>	
TOTAL	\$ 25,032.28

All invoices are due upon receipt. Please remit payment to:

Appriss, Inc
 Attn: Accounts Receivable
 10401 Linn Station Road, Suite 200
 Louisville, KY 40223

TNDEPTSAFETY
 40010-9000

Approved *[Signature]* 6/4/2013
 Approved *[Signature]* 06/04/2013



INVOICE

10401 Linn Station Road, Ste 200
 Louisville, KY 40223-3842
 Phone 502.561.8463 Fax 502.815.0301

DATE: 6/1/2013
 INVOICE NO. 400513106

Bill To:
 Tennessee Department of Safety
 1150 Foster Avenue
 Nashville, TN 37249

Vendor No _____
 PO / Cont _____
 S.C. _____ Dept. ID _____
 Fund _____ LOC _____
 ACCT. (Obj Code) _____
 Voucher # _____

DESCRIPTION	AMOUNT
June 2013	
Project Management	\$ 8,000.00
Maintenance and Support of New and Existing Systems	\$ 40,000.00
- Titan System - \$36,000	
- DLI Tracker System - \$4,000	
Vendor No <u>121147</u> Receipt # <u>50639</u>	Vendor No <u>121147</u> Receipt # <u>50640</u>
PO / Cont <u>19536</u>	PO / Cont <u>19536</u>
S.C. <u>418</u> Dept. ID <u>3490301000</u>	S.C. <u>492</u> Dept. ID <u>3490361000</u>
Fund <u>11000</u> LOC <u>19010</u>	Fund <u>11000</u> LOC <u>19010</u>
ACCT. (Obj Code) <u>72203000</u>	ACCT. (Obj Code) <u>72203000</u>
Voucher # _____	Voucher # _____
	ics 6/25/13
<p>\$44,000 to be paid from SFTITAN2013 \$4,000 to be paid from SFTRACKER 2013</p>	

All invoices are due upon receipt. Please remit payment to:

TOTAL \$ 48,000.00

Appriss, Inc
 Attn: Accounts Receivable
 10401 Linn Station Road, Suite 200
 Louisville, KY 40223

TNDEPTSAFETY
 40010-9000

Approved *[Signature]* 6/4/2013
 Approved *[Signature]* 06/04/2013



INVOICE

10401 Linn Station Road, Ste 200
 Louisville, KY 40223-3842
 Phone 502.561.8463 Fax 502.815.0301

DATE: 7/1/2013
 INVOICE NO. 400513107

Bill To:
 Tennessee Department of Safety
 1150 Foster Avenue
 Nashville, TN 37249

2013 JUL 26 AM 8:14
 FISCAL SERVICES
 DOS

DESCRIPTION	AMOUNT
July 2013	
Project Management	\$ 8,000.00
Maintenance and Support of New and Existing Systems	\$ 40,000.00
- Titan System - \$36,000	
- DUI Tracker System - \$4,000	
Vendor No <u>121147</u> Receipt # <u>51304</u>	Vendor No <u>121147</u> Receipt # <u>51305</u>
PO / Cont <u>19821</u>	PO / Cont <u>19821</u>
S.C <u>418</u> Dept. ID <u>3490301000</u>	S.C <u>492</u> Dept. ID <u>3490301000</u>
Fund <u>11006</u> LOC <u>19010</u>	Fund <u>11000</u> LOC <u>19010</u>
ACCT. (Obj Code) <u>72203000</u>	ACCT. (Obj Code) <u>72203000</u>
Voucher # <u>76451</u>	Voucher # <u>76451</u>
<p>To BE PAID FROM: SF TITAN 2013 = \$44,000 ' SF TRACKER 2013 = \$4,000</p>	

KS
7/24/13

All invoices are due upon receipt. Please remit payment to: ✓

TOTAL \$ 48,000.00

Appriss, Inc ✓
 Attn: Accounts Receivable
 10401 Linn Station Road, Suite 200 ✓
 Louisville, KY 40223

TNDEPTSAFETY
 40010-9000

Approved 7/8/2013 *[Signature]*
 Approved 07/08/2013 *[Signature]*



OIR Pre-Approval Endorsement Request E-Mail Transmittal

TO : Jane Chittenden, OIR Procurement & Contract Management Director
Department of Finance & Administration
E-mail : Jane.Chittenden@tn.gov

FROM : Marty Pollock
E-mail : marty.pollock@tn.gov

DATE : June 13, 2013

RE : Request for OIR Pre-Approval Endorsement

Applicable RFS # 34901-00176

OIR Endorsement Signature & Date:

Mark Bengel
Chief Information Officer

8/12/13

NOTE: Proposed contract/grant support is applicable to the subject IT service technical merit.

Office for Information Resources (OIR) pre-approval endorsement appears to be required pursuant to professional service contracting regulations pertaining to procurements with information technology as a component of the scope of service. This request seeks to ensure that OIR is aware of and has an opportunity to review the procurement detailed below and in the attached documents.

Please document OIR endorsement of the described procurement (with the appropriate signature above), and return this document via e-mail at your earliest convenience.

Contracting Agency	Tennessee Department of Safety and Homeland Security
Agency Contact (name, phone, e-mail)	Christopher Osbourn, 615-743-4967, Christopher.osbourn@tn.gov
Subject Procurement Document (mark one)	
<input type="checkbox"/> RFP	<input type="checkbox"/> Contract
<input type="checkbox"/> Competitive Negotiation Request	<input type="checkbox"/> Contract Amendment
<input type="checkbox"/> Alternative Procurement Method Request	<input type="checkbox"/> Grant
<input type="checkbox"/> Non-Competitive Contract Request	<input type="checkbox"/> Grant Amendment
<input checked="" type="checkbox"/> Non-Competitive Amendment Request	
Information Systems Plan (ISP) Project Applicability	
<input type="checkbox"/> Not Applicable to this Request	
<input checked="" type="checkbox"/> Applicable- ISP Project# DI130601	
Response Confirmed by IT Director/Staff (name):	

Applicable RFS # 34901-00176

Required Attachments (as applicable – copies without signatures acceptable)

- RFP, Competitive Negotiation Request, Alternative Procurement Method Request, Non-Competitive Contract Request, Non-Competitive Amendment Request
- Original Contract/Grant or Amendment
- Proposed Contract/Grant or Amendment

Subject Information Technology Service Description

(Brief summary of information technology services involved. Clearly identify included technologies such as system development/maintenance, security, networking, etc. As applicable, identify the contract & solicitation sections related to the IT services.)

The Tennessee Department of Safety and Homeland Security has secured a contract with Appriss, to maintain the current statewide Tennessee Integrated Traffic Analysis Network System (TITAN) and provide for enhancements and expansion of the system.

The State requires a financial model for the TITAN System that is fully "self-funded" in that funding from transactions will maintain the system without additional state investment through a self-funding financial model.

The Information Technology Division will not be required to perform or provide additional Services outside the items listed in TITAN Contract – Edison # 36153.

The Office of Information Resources will not be required to perform or provide additional services outside the items listed in TITAN Contract – Edison # 36153.

The program will operate on current servers/databases associated with the TITAN System.

The following items are outlined in TITAN Contract:

Appriss shall provide for the operation, development, maintenance and support of the TITAN System.

Appriss shall follow State procedures and guidelines for Web development found in www.tn.gov/guidelines.

Appriss shall develop all applications in compliance with the State Enterprise Architecture in State-standard languages.

Appriss shall comply with all State Enterprise Security Policies.

Appriss shall comply with the State's Technology Security Policy.

Appriss shall comply with Criminal Justice Information System Security requirements.

Appriss shall comply with the State's access security policies.

Appriss shall scan the TITAN System for security vulnerabilities at both the network and application level.

Appriss shall develop all applications in compliance with the State Secure Application Development Guide.

Appriss shall provide diagnostic support within the State's security guidelines.

The State at its discretion may conduct a code review penetration testing and other security reviews prior to or after implementation to production environments. Appriss shall fix identified discrepancies.

The State will be responsible for providing network resources used by the RMS.

Non-Competitive Amendment Request

NOT required for a contract with a federal, Tennessee, or Tennessee local government entity or a grant.

Route a completed request, as one file in PDF format, via e-mail attachment sent to: Agsprs.Agsprs@state.tn.us

APPROVED

COMMISSIONER OF FINANCE & ADMINISTRATION

Request Tracking #	34901-00176	
1. Procuring Agency	Tennessee Department of Safety and Homeland Security	
2. Contractor	Appriss, Inc.	
3. Contract #	36153	
4. Proposed Amendment #	#1	
5. Edison ID #	36153	
6. Contract Begin Date	May 2, 2013	
7. Current Contract End Date – with ALL options to extend exercised	May 1, 2018	
8. Proposed Contract End Date – with ALL options to extend exercised	May 1, 2018	
9. Current Maximum Contract Cost – with ALL options to extend exercised	\$ 5, 140,000.00	
10. Proposed Maximum Contract Cost – with ALL options to extend exercised	\$ 5, 140,000.00	
11. Office for Information Resources Endorsement – information technology service (N/A to THDA)	<input type="checkbox"/> Not Applicable <input checked="" type="checkbox"/> Attached	
12. eHealth Initiative Support – health-related professional, pharmaceutical, laboratory, or imaging	<input checked="" type="checkbox"/> Not Applicable <input type="checkbox"/> Attached	
13. Human Resources Support – state employee training service	<input checked="" type="checkbox"/> Not Applicable <input type="checkbox"/> Attached	
14. Explanation Need for the Proposed Amendment		
<p>The Tennessee Department of Safety and Homeland Security has entered into a contract with Appriss Inc., to support and enhance the Tennessee Integrated Traffic Analysis Network (TITAN) through the State standardized approach of the RFP process. TITAN is the statewide electronic reporting system that provides all law enforcement agencies in the State with the ability to electronically collect, review, transmit, and retrieve public safety reports.</p>		

Request Tracking #	34901-00176
<p>Through the contract, Appriss will provide for the operation, development, maintenance and support of the TITAN System.</p> <p>In 2012, Legislation was adopted that will require all law enforcement agencies in Tennessee to submit crash reports in an electronic format approved and according to the standards established by TDOSHS by January 1, 2015. As a commitment to support this legislation, the Department, upon request and written agreement with any local law enforcement agency, will provide access to an electronic system that is capable of performing this function, at no cost to the local agency. Grant funds have paid for the design and development of the entire system and TDOSHS is providing the installation, training, and support of the system.</p> <p>The Department and local law enforcement agencies are faced with limited budgets, increasing responsibilities and the frantic pace for change is unforgiving. The Department has a critical role to play and a responsibility to do all that can be done to make sure traffic and public safety information is timely, accurate, consistent, and reliable, while at the same time exercising fiscal efficiency.</p> <p>To meet the obligations and challenges, as a component of the RFP, the State requested proposers provide a plan illustrating their approach for providing a non-exclusive service to offer data and crash reports on-line and any credit to the state that would accompany this service.</p> <p>Appriss responded to the request by submitting a viable plan designed to positively impact the economic burdens associated with a statewide records management system.</p> <p>It is the intent of this contract amendment to provide a mechanism to significantly reduce or eliminate expenses for the operation, development, maintenance and support of the system by securing data management services from Appriss to TDOSHS. Through this amendment, Appriss will have limited exclusive rights to sell reports and data commercially on behalf of TDOSHS. As part of this amendment, Appriss will provide to TDOSHS in the terms of a credit for the development, maintenance and supporting services of the TITAN system.</p> <p>The State may receive up to 100% of the cost of the contract from data and report sales.</p>	
<p>15. Name & Address of the Contractor's Principal Owner(s) <i>– NOT required for a TN state education institution</i></p> <p>Appriss, Inc. 10401 Linn Station Road Louisville, Kentucky 40223</p>	
<p>16. Evidence Contractor's Experience & Length Of Experience Providing the Service</p> <p>Appriss, Inc., designed, developed, and maintains the current TITAN system for the State of Tennessee Department of Safety and Homeland Security and has done so for the last five (5) years.</p> <p>Through the normal course of business while delivering services on the TITAN project, Appriss and its employees have established a professional and cooperative relationship with the State of Tennessee, state and local law enforcement agencies, its employees, and other contractors.</p> <p>Currently, 100% of The Highway Patrol and 88% (308) local law enforcement agencies utilize the TITAN System. The Department and all of our local partners / law enforcement agencies have experienced significant achievements in meeting the Federally recommended measures for timeliness, accuracy, completeness, consistency, and accessibility to public and traffic safety information during the last five years.</p>	

Request Tracking #	34901-00176
<p>In addition, Appriss has been performing identical services and delivering successful statewide collision reporting solutions to other state government public safety and transportation agencies since 1998.</p> <p>The states of Kentucky, Indiana, Georgia, and Florida have worked with Appriss to achieve a successful traffic safety solution through the implementation of a cost recovery model that incorporates the sale of data and reports through the Appriss e-commerce approach. Appriss hosts secure and Payment Card Industry compliant portals for the sale of reports in these states.</p> <p>For Tennessee, Appriss will provide a convenient parallel service. It will adopt report access requirements established by the Driver's Privacy Protection Act, Tennessee Statute, and Departmental administrative guidelines and implement appropriate controls in the portals to meet the requirements.</p>	
<p>17. Efforts to Identify Reasonable, Competitive, Procurement Alternatives</p> <p>The contract between The Tennessee Department of Safety and Homeland Security and Appriss, Inc., was secured through the State's open and competitive RFP bidding process.</p> <p>Appriss was selected as the preferred vendor for the support, maintenance, and enhancements of the TITAN System. Selecting this vendor eliminated the risk to the TITAN program and its partner local law enforcement agencies. Since Appriss designed and developed the original TITAN system, the learning curve is eliminated and prevents degradation of the department's obligated services. Other vendors would be challenged to maintain and support the current TITAN system. The continued use of this vendor will result in savings of labor, resources, time, and effort for the State.</p>	
<p>18. Justification – <i>specifically explain why non-competitive negotiation is in the best interest of the state</i></p> <p>The State must continue to examine statewide records management needs and mitigate risks as they are identified. It is anticipated that the TITAN System will continue to be funded thru federal programs. However, to provide sustainability if such funding expires, the State must provide for self-sufficiency and not augment the system with federal grant dollars to maintain the "day-to-day" operation and support and expansion of the system.</p> <p>The State requires a financial model for the TITAN System that is fully "self-funded" in that funding from sustainable resources must maintain the system without additional state investment through a self-funding financial model. This model must provide the capability for the State to assume the full responsibility for funding a state-wide comprehensive Records Management System and provide departmental responsibilities at expanded levels for a long time.</p> <p>Appriss designed, developed, and maintains the current Tennessee Integrated Traffic Analysis Network (TITAN) system for the State of Tennessee, Department of Safety and Homeland Security (TDOSHS) for the last five (5) years.</p> <p>Appriss is the only company that has partnered with multiple states to deliver successful self-funded, fully functional collision reporting and related public safety solutions</p> <p>Appriss built the robust TITAN solution utilizing the Windows Platform suite. This scalable statewide infrastructure allows for other report-centric applications to be delivered efficiently and timely creating a comprehensive Traffic Records Management System that meets the recommendations of the National Highway Traffic Safety Administrations Traffic Records Assessments. Today, the State is able to effectively manage all of its traffic records and documents in a consistent, logical manner, from creation to final disposition, using a common set of tools. This single enterprise solution also adheres to the state standards and operating policies.</p>	

Request Tracking #	34901-00176
<p>The Appriss self-sufficient solution is the logical and most effective for Tennessee. Appriss is a customer focused professional services company and the successful implementation and support of this system is dependent on their participation. This plan will provide for all law enforcement agencies, including THP, to have an electronic reporting system and access to their information without the costs associated with securing and maintaining a records management system. It will also provide the citizens of Tennessee and other individuals, a more convenient option to obtain reports and information 24 hours a day, 7 days a week.</p> <p>The Department and Appriss will work together to establish a secure connection between the TITAN repository and the on-line portal. The Department will establish an agency charge amount for reports sold via the portal. The Department's legal counsel has reviewed the self-sufficiency model and approved this plan. <i>See Appendix B – Legal Counsel Response</i></p> <p>The TITAN System has a unique functionality needed by the Department. This system is providing the foundation for the Department to meet and exceed the goals of the State Strategic Highway Safety Plan outlined by the State's Executive Level Stakeholders through all the specialized business and system requirements. The TITAN system has code that is tightly coupled with the federally funded code. It would be difficult if not impossible to maintain and expand this system without Appriss's assistance.</p> <p>The increasing acceptance of electronic processing indicates that the TITAN System has a significant impact on improving the lives of the citizens of this state and ensures Tennessee is the safest place to live, work, and do business.</p> <p>The Department and it's legal counsel is confident the experience of Appriss, coupled with a strong support of the key agency stakeholders of this project, will allow the State to continue delivering a mutually beneficial, long term solution in Tennessee. The ability of Appriss to work in partnership with Tennessee state agency customers is the key to the system's success. This success is guaranteed when the economic balance is found that meets the needs of the department, local agencies, partners, and interested parties.</p> <p>Provided this proactive funding mechanism is implemented, the only cost to Tennessee is the cost related to the hardware and software licensing. The costs related to professional services will be significantly reduced or eliminated.</p> <p>Appriss has proven capable to perform this unique service that will create a lasting outcome and viable source of economic stability. In a world where decision makers demand and expect technology, to not just keep pace with, but to stay ahead of their needs, Tennessee at no cost, will benefit from this plan well into the future as our infrastructure and system capabilities expand to meet those demands.</p> <p>For the Department to meet our obligations and responsibilities, it is vital to drive the research and development that will lead to better processes, improved solutions, and greater innovation. Tennessee Department of Safety and Homeland Security will emphasize to Appriss the importance of developing new solutions to meet these new challenges.</p>	
<p>Agency Head Signature and Date – <i>MUST be signed by the ACTUAL agency head as detailed on the current Signature Certification. Signature by an authorized signatory is acceptable only in documented exigent circumstances</i></p>	



STATE OF TENNESSEE
DEPARTMENT OF SAFETY AND HOMELAND SECURITY

1150 FOSTER AVENUE
NASHVILLE, TN 37243

BILL HASLAM
GOVERNOR

BILL GIBBONS
COMMISSIONER

TO: Larry Martin, Commissioner
Department of Finance and Administration

FROM: Bill Gibbons, Commissioner *BW*

DATE: July 19, 2013

SUBJECT: Policy Exception Request

The Department of Safety and Homeland Security respectfully requests your review and approval of an exception to the Department of Finance and Administration Policy 24 on Electronic Commerce. The Department has secured a contract with Appriss, Inc. for the next generation of the state-wide Traffic Records Management System. Additionally, the Department has submitted an amendment to the contract to add an online component for the purchase of crash records.

The Department is making this request on the basis that Appriss has advanced mechanisms in place for full accountability, including tracking activity, and has the knowledge and experience to provide a turn-key operation for this electronic merchant service.

Appriss will be responsible for processing online requests for records which include tracking requests, communicating the decision on a request, and processing credit transfers for approved crash record purchases. Appriss utilizes the Payment Card Industry Data Security Standard Company, PayPal, for all on line purchase processing and has maintained a business relationship with this company since 2006.

Appriss has contracts to operate and maintain an online crash records merchant contract with the states of Georgia, Kentucky, Indiana, and Florida. In each state they are required to operate within the rules and confines normal to state government accountability standards and have had no negative audit findings related to any credit or payment transfers processed as a result of those online transactions.

It would be a hardship on the labor, resources, time, and effort for Appriss to utilize Link2gov for settling credit card payments. As written in the TITAN Contract Amendment, Appriss shall adhere to all required Federal and State Statutes, as well as Industry Security Policies, Procedures, and Instructions pertaining to the online purchase of crash records.

Thank you for your consideration of this request.

*Approved
Jan S. Lewis*



CONTRACT AMENDMENT

Agency Tracking # 34901-00176	Edison ID 36153	Contract # 36153	Amendment # 1		
Contractor Legal Entity Name Appriss Inc.			Edison Vendor ID 121147		
Amendment Purpose & Effect(s) Add a mechanism to offer data and crash reports for sale on-line at no cost to the State.					
Amendment Changes Contract End Date: <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		End Date: 5/01/2018			
TOTAL Contract Amount INCREASE or DECREASE per this Amendment (zero if N/A):			\$ 0		
Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
13			171,333.34		171,333.34
14			1,028,000.04		1,028,000.04
15			1,028,000.04		1,028,000.04
16			1,028,000.04		1,028,000.04
17			1,028,000.04		1,028,000.04
18			856,666.70		856,666.70
TOTAL:			\$5,140,000.00		\$5,140,000.00
American Recovery and Reinvestment Act (ARRA) Funding: <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO					
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.			<i>OCR USE</i>		
Speed Chart (optional)		Account Code (optional)			

**AMENDMENT 1
OF CONTRACT 36153**

This Amendment is made and entered by and between the State of Tennessee, **Department of Safety and Homeland Security**, hereinafter referred to as the "State" and **Appriss Inc.**, hereinafter referred to as the "**Contractor**." It is mutually understood and agreed by and between said, undersigned contracting parties that the subject contract is hereby amended as follows:

1. The following is added as Contract section A.11.

A.11 Online Crash Report Sales

A.11.1. The State regularly examines records management needs and mitigates risks as identified. It is anticipated that the TITAN System will continue to be funded thru federal programs. However, to provide sustainability if such funding expires, the State must provide for self-sufficiency and not augment the system with federal grant dollars to maintain the "day-to-day" operation and support of the system.

The State requires a financial model for the TITAN System that is fully "self-funded" in that funding from transactions will maintain the system without additional state investment through a self-funding financial model. This model shall provide the capability for the State to assume full responsibility for funding a state-wide comprehensive Records Management System and provide departmental responsibilities at expanded levels for a long time.

A.11.2. The Contractor shall provide for a mechanism to offer crash reports and data extracts for sale on-line at no additional cost to the State.

A.11.3. The Contractor shall receive limited exclusive rights to sell crash reports and crash data extracts commercially on behalf of the State. As part of this authorization, the Contractor shall provide to the State in the terms of a credit for the development, maintenance and supporting services of the TITAN system. The State shall retain the right to provide crash reports and crash data extracts to any persons and/or groups for non-commercial use, including but not limited to, providing data to federal, state, and local governments, universities and individuals under Open Records Requests in the course of research and analysis.

1. The State and the Contractor shall work together to establish a secure connection between the TITAN repository and Contractor hosted e-Commerce portals. The Contractor shall obtain written approval from the State on the content of the portal prior to its implementation. Utilization of e-Commerce portals will require the Contractor to receive credit and debit card payments on behalf of the State.
2. The Contractor shall secure all contractual relationships and maintain compliance with all industry standards related to the processing of electronic payments as required by Visa U.S.A., Inc. and MasterCard International Incorporated (collectively, the "Associations").
3. The e-Commerce portals shall be operational 24 hours a day, 7 days a week.
 - a. The Portal shall be hosted in a TIER 4 fully redundant SSAE 16/ISO 27001 certified datacenter.
 - b. The Portal Domain Name shall be approved by the State from available URL's (web addresses) consistent with the branding of the State's objective. i.e., TITANReports.com, TennesseeReports.com, etc.
 - c. The Portal shall record all access and activity for internal and external auditing purposes.
 - d. The Portal shall maintain a record of every single action taken on the portal including:
 1. Who performed the action (down to the computers IP address)?
 2. What action was performed?
 3. Time the action was performed?
 4. Length of time the action was performed?

5. Result of the action.
 - e. The Portal shall retain the action logs indefinitely.
 - f. The Portal must require and record for every individual, prior to granting access, searching for or purchasing a report, the completion of an on-line statement of need to be determined by the State.
 - g. The Portal shall contain language informing the customer that a convenience fee will be incurred through the use of the portal site and give the option to terminate the transaction. A link to information on standard payment channels must be included on the site.
 - h. The Portal must require and record the individual's full name, address, email address, and payment information prior to grant access to a report.
 - i. The Portal must implement a CAPTCHA challenge / response security feature prior to search and purchase attempts.
 - j. The Contractor shall implement software analysis of the audit log activity and daily human operational review of activity to detect attempts to circumvent security measures.
 - k. In the event an attempt to circumvent security measures occurs: the Contractor shall permanently prohibit the IP address access to the portal and activity records shall be reported to the State prior to the close of the next State business day.
 4. The Contractor shall review report access requirements established by the Driver's Privacy Protection Act, Tennessee Statute, and TDOSHS administrative guidelines with TDOSHS. The Contractor shall implement appropriate controls into the eCommerce portals to affect these requirements.
 - a. The Contractor will provide a convenience option through the portal to purchase a redacted version of reports based off of TCA 55-10-108.
- A.11.4. The Contractor must adhere to TCA 55-10-108 when fulfilling a request for a copy of a report.
1. The Contractor must restrict personal information from reports that do not adhere to TCA 55-10-108 as determined by the State.
 - a. The Contractor must implement appropriate measures into the portal to ensure the restrictive requirements are met and compliance can be audited.
- A.11.5. The Contractor shall correspond with all law enforcement agencies and other interested parties and use its best efforts for marketing the transition to the on-line portal approach.
- A.11.6. To encourage local law enforcement agencies to participate and promote the online crash sales program, the Contractor will provide a reimbursement to each respective law enforcement agency for each report sold which originated from their agency.
1. To be eligible for a reimbursement, the local law enforcement agency must sign a memorandum of understanding with the contractor.
- A.11.7. The Contractor shall maintain all books, documents, papers, accounting records, and other evidence pertaining to revenue collected and costs incurred under this contract.
1. The Contractor shall make such materials available at their respective offices at all reasonable times during the TITAN contract period and for three (3) years from the date of expiration of the TITAN contract, for inspection by the State or by any other authorized representative of TN State government.

2. The Contractor shall furnish copies of records at no cost to the State, if requested.

A.11.8. The Contractor acknowledges that it may be required to submit to an audit of funds received through this contract. Any such audit shall be conducted in accordance with all State audit guidelines and procedures.

A.11.9. The State shall retain the rights and ownership of all data and information collected and stored as part of this contract.

2. **The following is added as Contract section C.3.2.2.**

C.3.2.2. PRICE SCHEDULE

C.3.2.2.1. In consideration of products and services provided hereunder by the contractor, the contractor shall charge and collect a fee for each report sold. The appropriate fee for each report is specified below:

Report Type	Report Price	Convenience Fee	Total Report Price
THP	\$ 4.00	\$ 6.00	\$ 10.00
Local Agency	\$ 4.00	\$ 6.00	\$ 10.00

a. The convenience fee for THP and Local Agency Reports will be used to calculate a credit back against each invoice submitted by the Contractor to TDOSHS for services and maintenance charges as follows:

1. Prior to submitting an invoice to TDOSHS for payment related to services and maintenance provided, the Contractor will calculate and include on the TITAN contract invoice a credit amount equal to:

- a. \$ 5.00 per THP report sold
- b. \$ 5.00 per local agency report sold.

2. Each month the Contractor must include a detailed report of all sales, agency and convenience fee amounts collected, and any charges that reduced the amount of the convenience fee portion that is applied to the invoice credit.

3. The State shall independently verify the number of crash reports sold by using data collected by TDOSHS Information Technology Department.

b. On a monthly basis, the contractor shall remit to the State \$4.00 for each crash report sold which originated from THP. The Contractor will provide along with this transfer a detailed report of all transactions performed under this contract during said month, such that the State can effectively audit and reconcile all payments made under this contract with transactions processed to ensure that the Contractor's reports match the State's. This report must include the transaction number, requesting agency, fees collected, dates of processing, and any other information requested by the State.

c. The Contractor agrees to make good faith efforts to resolve any findings on the basis of audits conducted in accordance with the terms of this contract. Should any such findings be substantiated, Contractor agrees to adjust the following month's transfer to correct the discrepancy.

- d. For crash reports sold which originated from law enforcement agencies other than TDOSHS, the contractor shall remit to the originating agency on a monthly basis, \$4.00 for each report sold in accordance to A.11.6.a. Each month, the Contractor will generate a detailed reimbursement report for each agency from which a report was sold. This report, and a check or electronic deposit in the full amount of the agency fee, times the number of reports sold, will be sent to the agency. Copies of all reimbursement reports, checks and ACH transactions will be submitted to TDOSHS
- e. In the event credits issued to the State exceed the monthly amount invoiced to the State, the excess credits shall be credited towards the next month's invoice.

3. The following is added to Contract as Section C.5.3.

C.5.3. Internal Controls

C.5.3.1. The State shall develop a database report of crash report sales to be used in reconciling Contractor invoices.

C.5.3.2. The Contractor shall adhere to internal control practices provided by the State to account for the number of crash reports sold from the State database.

Required Approvals. The State is not bound by this Amendment 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).

Amendment Effective Date. The revisions set forth herein shall be effective 10/1/2013. All other terms and conditions of this Contract not expressly amended herein shall remain in full force and effect.

IN WITNESS WHEREOF,

APPRISS INC.:

SIGNATURE

DATE

PRINTED NAME AND TITLE OF SIGNATORY (above)

TENNESSEE DEPARTMENT OF SAFETY AND HOMELAND SECURITY:

Bill Gibbons, Commissioner

DATE



Contract Approval – Agency Legal Certification

A completed contract routed for Central Procurement Office (CPO) approval via Edison must be accompanied by this Agency Legal Certification template that has been signed and attached in PDF format.

1. Edison Contract ID #	36153
2. Contracting Agency Name	Safety and Homeland Security
3. Contractor Name	Appriss
4. Service Caption	Develop and Implement the next generation Traffic Records Management System (RMS)
5. Agency Contact (name, phone, e-mail)	Kippine Smith, 615-251-5238, kippine.k.smith@tn.gov
6. Legal Certification <p>By signing below, the department's legal staff certifies that:</p> <ol style="list-style-type: none"> 1) the contract as submitted includes only CPO template language (unless the agency has obtained an approved rule exception request); 2) the contract is legally sufficient both in form and substance to protect the best interests of the State; and 3) the contract does not contravene applicable law. <p><i>[Handwritten Signature]</i> 4-22-13</p> <hr/> <p>Agency Attorney Signature & Date</p>	
7. (Optional) Alternative to Legal Certification Request <p>Note: If there are extenuating circumstances and a department's legal staff is unable to certify to a contract in the above manner, you must provide a written explanation with Agency Head signature, in the space provided below. Once the explanation is received by the CPO, instructions will be provided to the department as to what will be needed in order to gain approval of the contract, e.g., providing a Microsoft Word version of the contract, etc. <u>Please keep in mind that this alternative will slow down the approval process and should be the exception, not the rule.</u></p> <p>Justification</p> <hr/> <p>Agency Head Signature & Date – contracting agency head or authorized signatory</p>	



CONTRACT

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

Begin Date 05/01/2013	End Date 04/30/2018	Agency Tracking # 34901-00176	Edison Record ID 36153
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Contractor Legal Entity Name Appriss Inc.	Edison Vendor ID 121147
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Service Caption (one line only)
Develop and Implement the next generation Traffic Records Management System (RMS)

Subrecipient or Vendor <input type="checkbox"/> Subrecipient <input checked="" type="checkbox"/> Vendor	CFDA #
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Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
13			171,333.34		171,333.34
14			1,028,000.04		1,028,000.04
15			1,028,000.04		1,028,000.04
16			1,028,000.04		1,028,000.04
17			1,028,000.04		1,028,000.04
18			856,666.70		856,666.70
TOTAL:			\$5,140,000.00		\$5,140,000.00

Ownership/Control

African American
 Asian
 Hispanic
 Native American
 Female
 Person w/Disability
 Small Business
 Government
 NOT Minority/Disadvantaged
 Other:

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

<input checked="" type="checkbox"/> RFP	The procurement process was completed in accordance with the approved RFP document and associated regulations.
<input type="checkbox"/> Competitive Negotiation	The predefined, competitive, impartial, negotiation process was completed in accordance with the associated, approved procedures and evaluation criteria.
<input type="checkbox"/> Alternative Competitive Method	The predefined, competitive, impartial, procurement process was completed in accordance with the associated, approved procedures and evaluation criteria.
<input type="checkbox"/> Non-Competitive Negotiation	The non-competitive contractor selection was completed as approved, and the procurement process included a negotiation of best possible terms & price.
<input type="checkbox"/> Other	The contractor selection was directed by law, court order, settlement agreement, or resulted from the state making the same agreement with <u>all</u> interested parties or <u>all</u> parties in a predetermined "class."

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.

Bruce Hodge

CPO USE - FA

Speed Chart (optional)	Account Code (optional)
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**BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF SAFETY AND HOMELAND SECURITY
AND
APPRISS INC.**

This Contract, by and between the State of Tennessee, Department of Safety and Homeland Security, hereinafter referred to as the "State" and Appriss Inc., hereinafter referred to as the "Contractor," is for the provision of Statewide Traffic Records Management System, as further defined in the "SCOPE OF SERVICES."

The Contractor is a For-Profit Corporation.

Contractor Federal Employer Identification, Social Security, or Edison Registration ID # 121147

Contractor Place of Incorporation or Organization: Kentucky

A. Scope of Services.

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

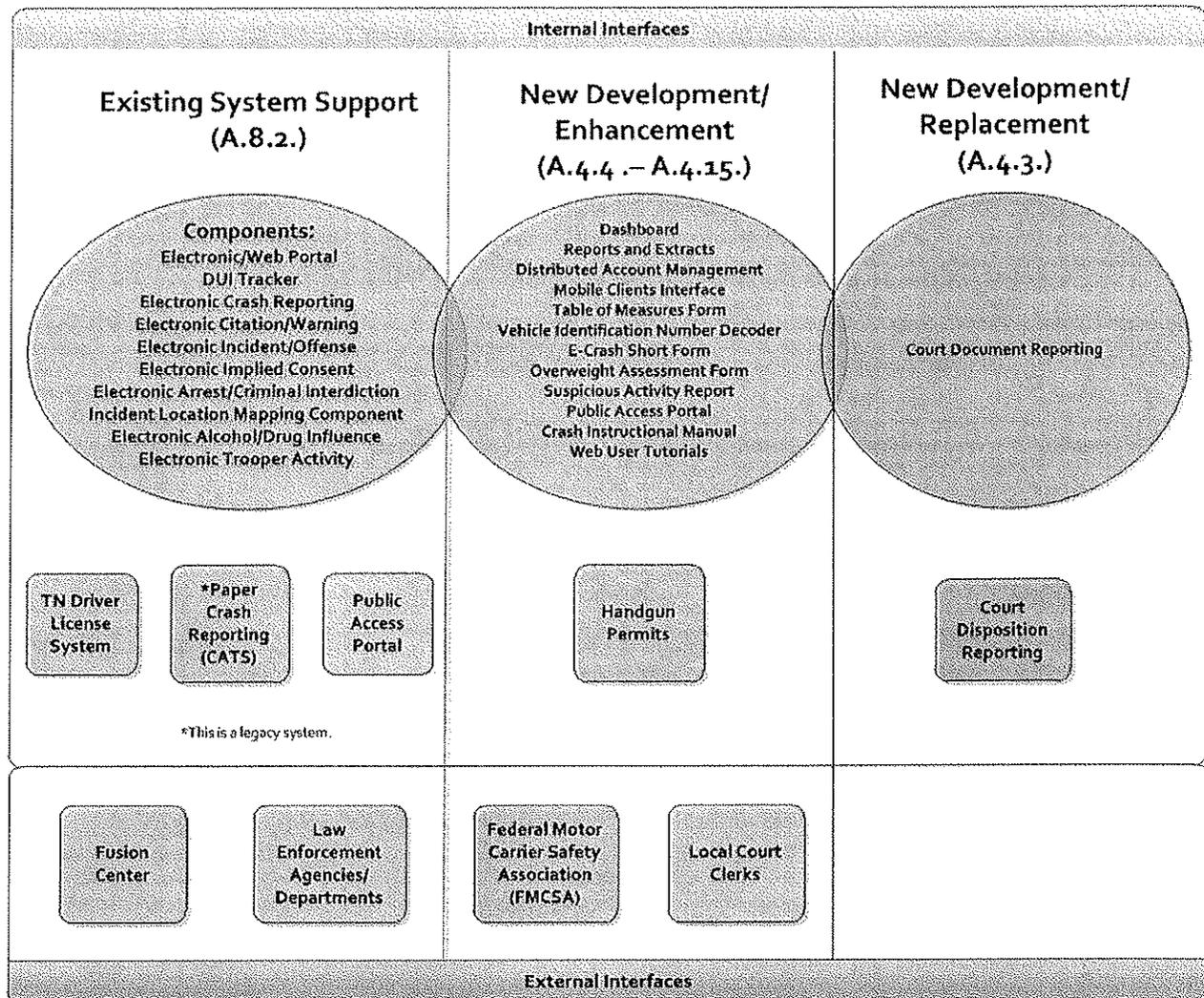
A.2. Overview. The Tennessee Department of Safety and Homeland Security is rapidly moving into the electronic era and the included services of this contract are major components of a comprehensive traffic records management system. The improvements outlined in this contract must increase the accuracy, timeliness, completeness, and accessibility of the information used to form the State Strategic Highway Safety Plan.

The department will select a Contractor to develop and implement the next generation traffic Records Management System (RMS) for the State of Tennessee. Additionally, users, owners, and operators of the state's current systems have come together with the goal of upgrading the systems in a coordinated manner to take advantage of advances in technology. The state's recent history of working well together on traffic records data issues supports the ability to plan and build an improved, unified state-wide public safety network. The Contractor must maintain and support the current system, providing for the least amount of interruption in service to our partners. Currently, all of the Tennessee Highway Patrol (THP) and 265 Local Law Enforcement Agencies utilize the TITAN System to collect, transmit, store, and retrieve crash information. Collectively, the state received 144,386 (approx. 75% of annual volume) records electronically over the previous twelve (12) months. The Crash Reporting Performance for Tennessee can be accessed by visiting <https://titan.safety.state.tn.us/TITAN/Public/Home.aspx> and in the right menu bar, under TITAN News, click on [Crash Reporting Performance](#).

The goal is to have a unified records network that enables seamless collection and dissemination of information throughout the state of Tennessee. There are approximately 120 Local Law Enforcement Agencies remaining that will require installation and training on the use of the TITAN System. There are 95 counties in the state, with courts that will be reporting court documents and actions to the Department through the use of the TITAN System or will interface with TITAN and send a data feed to the State repository. See Appendix A *Tennessee County and City Listing* for a listing of the State's counties and cities. See Appendix B *Tennessee Court Clerk Information*; that may utilize or interface with the TITAN System. Refer to the following appendices for additional information: Appendix C - *Glossary of Terms & Acronyms*; Appendix D- *Current TITAN System Records and Document Environment Platforms*; Appendix E – *Technology Security Policy*; and Appendix F –*Scope of Services Organizational Chart*.



A.3. High Level Depiction



While there are a number of excellent individual public safety record management systems, traffic safety planners need a unified public safety traffic records analysis network that enables seamless collection and dissemination of information throughout the entire state.

In preparation for moving to a unified traffic records analysis network, system users, owners, operators, and other federal stakeholders from several agencies have worked to define the requirements for the network. The Contractor's analysis will be based on the information it collects about local conditions and assets, and its knowledge of those requirements.

Users, owners, and operators of the state's current systems have come together with the goal of upgrading existing system processes and rebuilding, where necessary, in a coordinated manner to take advantage of advances in technology. The state's recent history of working well together on traffic records data issues supports the ability to plan and build an improved, unified state-wide public safety network. To accomplish this goal, the system must meet the following:

- All services, and all duties incidental or necessary to this Records Management System (RMS), shall be conducted and performed diligently and completely and in accordance with professional standards of conduct and performance.
- All components and applications shall be operational in an electronic environment, unless otherwise noted.



- The RMS System components and applications must be available 99.99% of the time calculated on a 24 hours a day, 7 days a week basis.
- The contractor shall comply with Criminal Justice Informational System (CJIS) security requirements. Applicability to be determined by TDOSHS.
- The RMS System shall be fully documented as to allow third party developers to interface with the software without complex contractor/vendor interaction.
- The system shall comply with the State's access security policies. The integrity of the information within the system shall be maintained at all times.
- The RMS System must be capable of accepting computer generated reports.

A.3.1. Ownership of the originals of any reports, data, schema, software, logic, methods, procedures and processes, studies, surveys, charts, maps, drawings, specifications, figures, photographs, memoranda, plans, specifications, all approved deliverables, and any other documents which are developed, compiled or produced as a result of a new contract, whether or not completed, shall be vested in the Tennessee Department of Safety and Homeland Security (TDOSHS).

All source code must be retained and accessible within the State TDOSHS Research Planning and Development Office.

A.4. New System Requirements. The RMS System components must incorporate modular (plug & play), Law Enforcement Information Technology Standards Council (LEITSC) standards-based solution to establish the capability to adopt and implement new technologies. The Proposed RMS system must utilize and support all available and emerging standards. These include, at a minimum, Global Justice XML (extensible markup language) and the Global Justice XML data model, The National Information Exchange Model (NEIM) 2.0 Standard or greater, and the Law Enforcement Information Technology Standards Council to ensure the systems can effectively share data and information with other law enforcement and public safety agencies as required. All new development and or enhancements outlined in this contract must be implemented into the production environment.

A.4.1. Contractor Source Code Responsibility.

A.4.1.1. The Contractor will create / revise RMS / application source code as necessary to be compliant with State standards.

A.4.1.2. When creating new application source code or revising existing source code, the Contractor will make maximum use of existing State-owned source code. If existing State-owned source code will not be used, the Contractor must justify the non-use of existing source code in a written report to the State TITAN Manager.

A.4.1.3. The Contractor will provide the State the new / revised source code in an electronically readable form prior to successfully implementing the new / revised source code within the production environment. The state, at its option, may require a code review prior to moving any application into production.

A.4.1.4. Accompanying the Source Code will be the Application Release Notes associated with any newly created / revised source code to include at a minimum:

- The Application Name / Release Number / Release Date.
- A brief overview of the product and changes (in the absence of other formal documentation).
- A brief overview of the purpose of the release note with a listing of what is new in this release, including bug fixes and new features.
- What different actions are needed by the end-users of the application (to include whether other functionality is impacted by these changes).
- Changes required in the daily process of administration of the software.
- Notes about software or hardware installation, upgrades and product documentation (including documentation updates).



A.4.2. Development of New and/or Enhancement of Existing Applications. The Contractor must communicate to the State, in writing, all proposed changes to RMS applications and static content prior to implementation. The State may request work items through the use of a Statement of Work that is mutually agreed upon by the State and the Contractor. All changes must be approved in writing by the State prior to the beginning of all change work.

A.4.2.1. Comply with State Web Development Guidelines. The Contractor will follow State procedures and guidelines for Web development. The procedures and guidelines can be found on the Internet at www.tn.gov/guidelines. This site includes the Governor's Web Publishing Policy as well as other pertinent web development information.

A.4.2.2. Comply with State Enterprise Architecture. Application development will be in compliance with the State Enterprise Architecture in State-standard languages per the contract.

A.4.2.3. Comply with State Enterprise Security Policy. All development will be in compliance with the State's Enterprise Security Policy.

A.4.2.4. Comply with the State Secure Application Development Guide. Application development must be in compliance with the State Secure Application Development Guide. A copy of the Secure Application Development Guide will be provided by the State RMS Manager upon request.

A.4.2.5. Comply with State Branding. The Contractor will maintain across State agencies a State-approved Branding that is visually appealing and provides a consistent "look and feel" (navigation, page layout, features and functionality) for the citizens and businesses visiting the RMS.

A.4.3. Court Document Reporting (CDR) – New Development / Replacement

A.4.3.1. General. The contractor will provide the capability to send and receive court information and citation adjudications from local court clerks. The Federal Government requires that the State post electronic court conviction records for a Commercial Driver's License (CDL) within 10 days from the date of conviction (effective Oct 1, 2008). Tennessee state law requires the posting of all traffic convictions to the Department of Safety within 5 days. The State currently has a Court Document Reporting System (CDR) (also called the Court Disposition Reporting System) which provides the Courts of Tennessee with a method for submitting all ticket and court dispositions electronically. The new System Component will replace the existing system. All new development and or enhancements outlined in this contract must be implemented into the production environment.

The State currently uses the citation number and charge code to match Tennessee Highway Patrol (THP) Ticket dispositions with the citations already processed, insuring ticket accountability and integrity. If failures to appear/pay are reported for multiple charges on a multi-charge citation, each charge must have a unique case number, by suffixing a charge letter to the base citation number, for example. Otherwise, some charges will be rejected as duplicates. Likewise, withdrawals of failure to appear transactions must reflect the same case number as the initial failure to appear/pay transactions. See RFP Appendix G - *Tennessee Codes Annotated Court Reporting Statutes*.

Under House Bill 578, no one is eligible for a handgun permit if they have been judicially committed to a mental health institute or adjudicated as mentally defective. Such court actions must be reported to the Department of Safety on a court action report record. The State will take appropriate action to insure Handgun Permits of such persons are removed and also prevented from future issuance. One peculiarity of this is that the State must record such actions relative to the subjects aliases as well as their legal (court recognized) name. The new system must be capable of capturing this data. Most courts will not have these actions to report. See RFP Appendix G - *Tennessee Codes Annotated Court Reporting Statutes*.

The new system must provide the ability to send/receive court information and citation adjudications from the local court clerks. Clerks are required by Tennessee law to enter convictions and other court actions. See Appendix H – *Existing TITAN Report Processing* for the current process.



A.4.3.2. Requirements. For Reporting Requirements see Appendix G - *Tennessee Codes Annotated Court Reporting Statutes*.

- Create an electronic means for court clerks to submit commercial vehicle convictions within the state regulated 5 day reporting window.
- Update driver history files every 24 hours.
- Report to other states driver license services whenever a Commercial Driver's License conviction is received.
- Record the original charge and any changes to that original charge such as a reduced charge.
- Reside on the TITAN Web Server.
- The web application shall be accessible using Internet Explorer 7, Internet Explorer 8, Internet Explorer 9, Firefox, Safari, or other modern web browsers.
- The site must provide the ability to accept state standard format electronic files from clerks or courts through a secure internet file transfer protocol (SFTP) server.
- Allow systems to receive real-time citation and send disposition data to the TITAN database.
- The CDR must accept multiple record types from the courts, including, but not limited to:
 - Abstracts; Abstract Exceptions;
 - Fail to appear / Fail to pay / Withdrawals;
 - Paid in full fines; Fees for mandatory convictions;
 - THP Trooper Citations;
 - Local Law Enforcement Citations;
 - Traffic School Attendance.
- Allow for electronic transmission of court dispositions and manual entry/transmission of court dispositions for TITAN users, non-TITAN users, and paper issued citations.
- Must record 100% of dispositions and reduced charges for ALL CITATIONS.

A.4.4. Vehicle Identification Number (VIN) Decoder – New Development.

A.4.4.1. General. The contractor will develop and integrate the ability for law enforcement personnel to enter vehicle identification number information and have the application automatically decode and interpret the data and pass the information to the correct fields of TITAN applications. This function will be compatible with E-Crash, E-Citation, and E-Crime as well as any future development. This feature must be available for a law enforcement officer to enter the VIN information into the application and retrieve data that describes what the numbers and letters in a VIN represent and be able to verify certain types of information from the number. The information should display the unique features, specifications and manufacturer of the request. Once the information has been retrieved, the application will have the ability to process the data automatically into the TITAN report that the officer chooses.

A.4.4.2. Requirements.

- This feature must be easily integrated in the E-Crash, E-Citation, E-Crime, and future applications.
- This feature must provide the ability for a law enforcement officer to make a request from within the TITAN applications.
- This feature must have access to the latest published VIN information available.
- This feature must allow for the entry of search criteria from manual and scan capabilities.
- Upon retrieval of the detailed information, the data shall auto-populate the appropriate application fields.



A.4.4.3. **Decoded Fields.** The VIN Decoder will decipher the numbers and letters of a VIN into the following, minimum, components:

- Manufacturer information
- Vehicle type
- Vehicle make
- Vehicle model and year
- GVWR
- Vehicle Configuration
- Country of manufacturing

A.4.5. **Dashboards / Enhanced Graphical Picture(s) of Incidents – New Development.**

A.4.5.1. **General.** This feature shall provide law enforcement valuable information about recent activities in a locale. Each dashboard must relay data associated with E-Crash, E-Crime, E-Citation, and Trooper Activity Report. This feature must be designed to organize complex information and statistical information into visualizations that provide law enforcement agencies, Command Staff, and safety planners with snapshots of near current activity to assist their daily data driven decisions. It must have the ability to search information in a timely manner, contain selection filters, and allow for on demand queries. This feature will contain interactive maps, charts, and reports and be customizable based on geography, type of event, and divisions. This feature will provide safety planners with statistical analysis that identify trends and produce near accurate forecasts of events. This feature must allow for rapid assessment and dissemination of critical information throughout the State.

A.4.5.2. **Requirements.**

- The dashboards must be automated so that the information is always current or refreshed daily.
- It must have the ability to search information in a timely manner, contain selection filters, and allow for on-demand queries.
- This feature shall contain interactive maps, charts, and reports and be customizable based on geography, type of event, and divisions to determine future events.
- This feature must contain the ability to provide for Predicative Analytical models that assess current and historical facts for E-Crash, E-Crime, E-Citation, and other safety data collected, as determined by the State.
- This feature will allow for rapid assessment and dissemination of critical information throughout the State.
- The Dashboard feature must, at a minimum, be able to produce a graphical analysis picture of the crashes in a chosen area sorted by day(s), time, type, location, and case number.
- The feature must be able to produce a graphical picture of the crime in a chosen area by day(s), time, type, location, and case number.
- The feature must, at a minimum, be able to produce a graphical analysis picture of the citations issued in a chosen area by day(s), time, type, location, and case number.
- The feature must have mouse over capability to display additional information when the user moves the mouse over a specific incident and recover limited data of the incident.
- The feature must have the ability to print, save, electronically transmit, and store generated reports.
- The feature must have the ability to generate and save queries.
- The feature must have the ability to produce ad-hoc queries.
- Queried Information results must be returned to the user within 5 seconds.



A.4.5.3. **Component Areas.** The system shall have at minimum dashboards for the following:

- E-Crash
- E-Crime
- E-Citation
- Trooper Activity Report
- The system shall have the ability for a trained administrator to create additional dashboards as needed.

A.4.6. Reports and Extracts – New Development / Enhancement.

A.4.6.1. **General.** The contractor will provide the capability to export data to other formats including PDF, Crystal Reports, Microsoft Excel, Microsoft Access, or XML for work outside of the RMS environment. The system must provide for the generation of reports and extracts for all existing data and data to be collected and stored within the new development applications and components. The reports and extracts must be requested and received from the TITAN Web Portal. Similar to existing reports and extracts, the user will enter the frequency of the extract (daily, weekly, monthly, yearly), agency name, and optional start and end date fields. The intent of this feature is to leverage existing and future TITAN information to allow local, state, and federal agencies/departments to request and receive accurate and timely information. See Appendix I – *Standard Reporting Outputs*.

A.4.6.2. **Requirements.** The System must have the ability to provide for, but is not limited to the following items:

- The system shall provide the capability to export data electronically to other formats including PDF, Crystal Reports, Microsoft Excel, Microsoft Access, comma delimited, tab delimited, or XML for work outside of the RMS environment.
- The system shall comply with the State's Open Records Laws, Accessibility, and Information Release Protocols. See Appendix N – *Crash Report Information Release Protocols*.
- Nine (9) years plus the current year's report document content shall be stored in a manner that provides access for retrieval within 5 seconds.
- Provide web based query mechanisms for use in searching, displaying, printing, and extracting data and images managed by the TITAN repository (SQL and FileNET).
- The system must have the capability for recording each transaction.
- Must be compatible with the Windows XP Operating system and above.
- Provide that the web service must be compatible with Internet Explorer 7 and above, Google Chrome, Firefox, Safari, and Opera.
- Provide that the web service shall allow users to access, retrieve, and view documents as requested.
- Provide activity analysis by day of week.
- Provide activity analysis by hour of day.
- Provide all daily activities and actions of an officer or a group of officers. (Activity Report)
- Provide workload activity by resource assigned.
- Provide workload activity by group assigned.
- Provide for 'drill down' capability when analyzing data.
- Provide all Uniform Crime Reports and National Incident Based Reporting System (NIBRS) report.
- Provide for both full and redacted versions of incident reports.



- Provide for total incident reports based on time range, area, or incident type.
- Provide a summary of incidents by search criteria.
- Provide performance measure results that examine critical elements of data and extrapolated into measurable factors. These must be prepared in a logical easy to read format.
- Provide that ALL reports shall have view, save, and print capabilities as well as the ability to be transferred by electronic means in .pdf format.
- Provide ad hoc reports on the information collected / saved surrounding an event.
- The system shall provide the capability to access report documents beyond 10 years within one twenty-four hour period.
- The system must have the capability for recording each transaction.

A.4.7. Account(s) Management – New Development / Enhancement.

A.4.7.1. **General.** This feature will be exclusive to the agencies/departments within the TITAN Client application. The State will simplify how the accounts are managed within the TITAN environment. The State will give an individual known as a local administrator, designated by the State or a local agency, the capability to modify accounts, add or remove account permissions, or exempt (disable) users of the TITAN client. This ability would only allow the capabilities within the agency/department for which the individual is employed. The account administration must occur within the 'master' account file database located within the TITAN environment. All changes can occur remotely.

A.4.7.2. Requirements.

- Incorporate the TITAN SysMaint (TraCS user) account application into the TITAN Wizard (Client) account management web based application
- Gives the local administrator ability to modify accounts, modify and edit permissions, and disable distributed local accounts.
- Give the local administrator ability to modify single or multiple user properties.
- Give the local administrator ability to change State administered accounts into local accounts.
- Give the local administrator the ability to assign and control passwords (if necessary).
- Give the local administrator ability to control login access and limits.
- Give the local administrator ability to rename groups / sections / users.
- Give the local administrator ability to reassign groups / sections / users administration.
- Give the local administrator ability to modify multiple accounts at once.
- Allow the TITAN State-wide account managers the ability to quickly view all users for any agency.
- Provide the ability for a supervisor to login using a single set of credentials and select the user(s) / group(s) accounts to manage.
- Allow the TITAN Business Unit account managers the ability to maintain oversight and control of all state-wide TITAN account details.
- Must have the ability to track and maintain a history of transactions.
- Allows for the viewing of user logon, including last logon, statistics.
- All designated account managers must sign the account management security policy.



A.4.8. Mobile Client Interface – New Development / Enhancement.

A.4.8.1. **General.** The contractor will provide E-CRASH, E-CITATION, & E-CRIME application versions compatible with Tablets (including I-Pads, Personal Digital Assistant (PDA)'s, Android, and Windows Based Tablets). This feature will go beyond basic updates with complete customization for future use of the TITAN system capabilities. This new feature will be centered on designing a complete solution for TITAN client delivery and integration.

Mobile devices have become a powerful tool and are easy to use. Netbooks, tablet PC's and mobile phone are relied upon to provide workers access to the information and applications that agencies / departments must have to do their activities. Developing TITAN applications for mobile devices is now a focus of the Department.

A.4.8.2. **Requirements.**

- Applications must meet the State's processing and reporting schema standards.
- Mobile Client applications shall comply with the State Technology Security Policy
- Must be capable of operating in the TITAN environment.
- Must integrate TITAN client applications together with business processes and workflows.
- Have the ability to be delivered through a state approved unattended installation modern technology package.
- Must have the ability to send / receive information securely in a Wireless Fidelity (Wi-Fi) environment
- Must have the ability for users to collect information 'roadside' into any TITAN report and transmit that report through a wireless environment.

A.4.9. Table of Measures Form – New Development.

A.4.9.1. **General.** The contractor will develop a Table of Measures Form that will provide the ability for a law enforcement or investigative officer to capture physical measurement information associated with a motor vehicle crash or other incidents that require measurements to be collected. This information is critical and often used to accurately depict an after incident diagram of an incident.

A.4.9.2. **Requirements.**

- Must have the ability to collect all the elements outlined in Appendix J – *Table of Measures Form*.
- Must be operational in the TITAN client environment.
- Must have the ability to import crash location, time, date, agency tracking number data from the TITAN Crash Report.
- Must have the ability to capture the coordinate method of location measurements.
- Must have the ability to capture the triangulation method of location measurements.
- Must have the ability to capture vehicle measurements.
- Must have the ability to capture roadway gouges, marks, scrapes, cuts, and additional roadway markings.
- Must have the ability to capture a narrative.
- Must reside within the TITAN reporting environment.



A.4.10. Suspicious Activity Report (SAR) – New Development.

A.4.10.1. **General.** This form will be utilized by law enforcement officers to collect sufficient detailed information surrounding indicators of terrorism and violent crime. The information must be accessible to the State Homeland Security Fusion Center. The report must be created to meet Homeland Security Standards, which will be available during the design phase. This audience for this document will be those utilizing the TITAN client environment.

The SAR feature shall provide the user with the capability to capture, edit, review, and submit data electronically to the TITAN repository. It is the policy of TDOSHS to exchange intelligence/information related to Vice, Drugs, Terrorism, and Organized Crime with other organizations. Officers who gather information of this nature shall relay such information to the TITAN Repository.

The electronic report provides the ability for a law enforcement officer to collect, report, and relay information regarding suspicious or potentially suspicious activity. This effort supports the “See Something, Say Something” national program.

A.4.10.2. **Requirements.** See Appendix K – *Suspicious Activity Report*.

- The feature must include sufficient information to identify an individual and/or incident.
- The feature must contain state business and processing rules in the application.
- The information must accessible to the Tennessee Fusion Center daily.
- The feature must contain the ability for an officer to enter information into the application by manual entry or from scanning a driver’s license (DL).
- The feature must possess the ability to view, print, or transmit a completed SAR report.
- The report must meet the Homeland Security Business and Processing Rules.

A.4.11. E-Crash Short Form – New Development.

A.4.11.1. **General.** The State’s focus is to streamline law enforcement capture capabilities, while reducing costs. This application’s audience will be those participating in the TITAN client environment. This Crash report includes a proposed set of data elements, recommended to be captured at the scene of Property Damage Only (PDO) crashes. The application will only present an officer with questions pertaining to the particular crash being investigated. The officer will be required to answer a few questions during a preliminary screen, and as a result, he/she will not be required to click on, scan, respond to or check off data elements that are not included in this type of report.

A.4.11.2. **Requirements.** This proposed reduced set of crash data elements would not be allowed for the following motor vehicle crash types: See Appendix L – *E-Crash Short Form*.

- Crashes involving death.
- Crashes involving Personal Injury (a person is transported from the scene for immediate medical treatment).
- Crashes involving school buses (any vehicles carrying school pupils).
- Crashes involving circumstances where a vehicle was towed due to disabling damage.
- Crashes involving alcohol or drug statute violations.
- Crashes involving Major Traffic Violations.
- Crashes involving driver's with revoked, suspended, or cancelled license.
- Crashes involving egregious circumstances.



A.4.12. Overweight Assessment Form – New Development.

A.4.12.1. **General.** TDOSHS THP Members are required to issue the Overweight Tax Assessment to persons charged with a violation of an overweight law. The State is responsible for providing members with the tools (forms) required for completing the assessment. This electronic version will facilitate the distribution, collection and submission of the information.

A.4.12.2. **Requirements.** See Appendix M – *Overweight Assessment Form*.

- The application must have the ability to view and print from the mobile application.
- Distribution of the collected data will be as follows: Driver, Titan database, Commercial Motor Vehicle (CMV) Operations.
- Copy retained by member.
- The printed copy must contain information for payment, time frame, and other pertinent information.
- A unique and centralized numbering system of records shall be utilized for distribution and tracking.
- A member shall download a set block of document numbers that are to be utilized to identify each document issued.
- All transactions associated with the Overweight Assessment shall be tracked. (Download of distribution numbers, voided, issued assessments, and disposition.)
- All Overweight Assessment issued Forms shall be retained in the TITAN repository and remain on file in accordance with the State record retentions policy.

A.4.13. Public Access Portal – Enhancement.

A.4.13.1. **General.** This feature must provide the general public with access capabilities to limited data queries and produce standard statistical reports. This feature must adhere to the release of public information protocols. The usage of the State's Enterprise Portal will grow during the period of this contract. Additionally, new portal technology and capabilities are being created by industry each year which should enhance our ability to communicate with and provide new services to citizens and agencies. The state would like to capitalize of this growing knowledge to provide its citizens with the most up-to-date technologies available. The Upgrade Portal Functionality / Technology must allow the State TITAN RMS system (hardware and software) to be appropriately scaled to meet performance requirements, and to stay current with technologies and capabilities of the industry. See Appendix N – *Crash Report Information Release Protocols*.

A.4.13.2. **Requirements.**

- The system must produce a report based on the search criteria selected by the user.
- User access will utilize selected canned queries accessed through the portal.
- The system must have the ability the retrieve stored data nine (9) years plus current within 5 seconds.
- The portal must incorporate the existing TITAN Quality Control (QC) component.

A.4.14. Crash Instructional Manual – New Development.

A.4.14.1. **General.** A Crash Instruction Manual will be created and made available through TITAN to all law enforcement personnel 24x7x365. This feature must provide an on-line element and attribute resource for definitions, examples, and other related information associated with current and future crash data enhancements. The instructions in the manual must match the edit checks that are performed on the crash data prior to its being added to the statewide crash database. All data element definitions and all system edits must have the ability to be shared with collectors, managers, and users in the form of a data dictionary that is consistent with the training manual and the crash report form. This feature must have search capabilities. This feature must contain a User (read only), and an Administrative component (read and write capabilities).



A.4.14.2. **Requirements.** The following shall be included:

- The Crash reporting component shall include an integrated online help instructional manual.
- The manual shall be context sensitive at the window level, allowing users to bring up an element or attribute topic specific.
- A full version of the instructional document shall be available in a printed or file format.
- The manual will be available on line to all law enforcement personnel 99.99% of the time calculated on a 24 hours a day, 7 days a week basis.
- The instructions in the manual must match the edit checks that are performed on the crash data prior to its being added to the statewide crash database.
- All data element definitions and all system edits must have the ability to be shared with collectors, managers and user in the form of a data dictionary that is consistent with the training manual and the crash report form.
- The manual shall have a full text search capability.
- The information shall be fully indexed.
- Each online help topic shall be individually printable.
- This feature must contain a user (read only), and an administrative component (read and write capabilities).

A.4.15. Web User Tutorials – New Development.

A.4.15.1. **General.** The web portal must have user tutorials demonstrating the use of the features and components available through the TITAN web-site. The purpose of the computer based education is to assist users in learning how to use parts of the software available through the TITAN System, applications, interfaces, or tools. The tutorials must be informal, short descriptions on how to accomplish the task. The tutorial will be used to teach material to non-commissioned personnel. The topics will be determined as necessary. The tutorials must be basic in nature, contain sufficient visual information that users will find helpful, and shall be narrated in English.

A.4.15.2. **Requirements.**

- The instructional tutorials shall be available 99.99% of the time calculated on a 24 hours a day, 7 days a week basis.
- The tutorials and sessions will be view only and not interactive.
- The session shall be designed to teach by example.
- The sessions shall supply the information to complete a certain task associated with a topic.
- There will be 15 tutorials produced as a result of this contract.
- The sessions will be self-paced.
- Each session shall be designed to not exceed a maximum of 5 minutes in length.

A.4.16. New System Interfaces.

A.4.16.1. **General.** The RMS System shall interface with the State Fusion Center Records Management System and have the ability to provide cross-jurisdictional information resources for local Law Enforcement agencies/departments. The system must have the ability to provide 'hazardous' or 'alert' information about a vehicle, person, or physical location to a law enforcement officer within a reasonable time when requested.



A.4.16.2. **Requirements.**

The TITAN E-Crash and E-Citation components shall be adoptable to interfaces by using common linking variables to other Traffic Records Systems (TRS) components to support the following function:

Driver and vehicle data will be used to verify and validate the person and vehicle information during data entry and to flag records for possible updating in the Tennessee driver or vehicle files when a discrepancy is identified. The driver data component should also enable access to drivers' histories of crashes and convictions for traffic violations (i.e., National Crime Information Center (NCIC), TN Fusion Center). The system shall interface with, but not limited to the following:

- The system shall interface with the TDOSHS Driver History file.
- The system shall interface with the TDOSHS Court Clerk reporting systems.
- The system shall interface with local law enforcement agency/departmental RMS system.
- The system shall interface with the State Fusion Center.
- The system shall interface with the Tennessee Bureau of Investigation (TBI).
- The system shall interface with the State Criminal Justice Information Portal.
- The system shall interface with the State SafetyNet database for reporting CMV crashes.
- The system shall interface with the National Crime Information Center.
- The system shall be available for interface with other systems as determined by TDOSHS Executives.

A.4.17. **New Development Training.**

A.4.17.1. **General.** The contractor shall be responsible for delivering no less than three (3) different levels of training (defined below) to the users of the new system. Each training level will be tailored to a specific audience which will correlate with the employee's (State or Agency) specific job duties. The contractor will deliver initial training courses on all levels during the implementation phase of the project. The time frame and schedule for the contractor to conduct initial training courses will be detailed in the project plan that is jointly developed and agreed to by the contractor and the State.

A.4.17.2. **Requirements.**

The following minimum requirements apply to each level of training provided by the contractor:

- While implementing the system, the contractor shall provide sufficient training on the full use of hardware, peripherals, and software.
- The contractor shall provide copies (soft or hard) of all user guides and job aids for each level of training that contains information, procedures, and instruction specific to the installed system component. The contractor shall grant the State a royalty free license to reproduce and distribute unlimited additional copies of all documentation and training material at no expense.
- The State reserves the right to make audio and video recordings of any and all training sessions at no additional cost to the State, for later use by the State.
- Required training by application/component:
 - Court Document Reporting – on-site training
 - Vehicle Identification Number Decoder –web tutorial
 - Dashboards – web tutorial
 - Reports and Extracts – web tutorial
 - Distributed Account Management – web tutorials
 - Mobile Clients Interface – web tutorials
 - Table of Measures – web tutorial



- o Suspicious Activity Report – web tutorial
- o E-Crash Short Form – web tutorial
- o Overweight Assessment Form – web tutorial
- o Crash Instructional Manual - web tutorial

A.4.17.2.1 **Training Levels.** The following describes requirements needed for on-site training as referenced above.

The State requires a minimum three (3) different levels of training, as described in this section. The Contractor's response shall include sample training materials representative of what has been developed and delivered for a project. Published documentation will be created and available electronically to the state and participants. The Contractor may present handouts, diagrams, graphics, and/or other training aids that have been developed for the training sessions.

- a) System Administrator - This training will provide the State technical staff the knowledge necessary to operate and troubleshoot the system.
- b) Account Administrator – This course shall cover functions associated with administering user operations of the system, including but not limited to, managing accounts for operators, performing any periodic functions, and creating reports.
- c) Train the Trainer - This course will provide the knowledge necessary to deliver general end-user training, including classroom set up, instructor's notes, and common student questions.

The contractor shall describe their approach to a "train the trainer" plan to train personnel. The training plan must include the identification of required documents and a training timeline. The State requires the Contractor to train designated trainers at the headquarters facility in Nashville, TN. The Contractor shall address expected timelines, formats, and structure for the training of the personnel.

Training Locations – The initial number of seats required for each level of training prior to implementation of the Contractor's solution is as follows:

Training Locations

Level	Training Description	Training Location	Total Number of Attendees
1	System Administrator Training	Nashville, TN THP Training Center	Minimum of 30
2	Account Administrator Training	One in Knoxville Tennessee One in Chattanooga Tennessee One in Nashville Tennessee One in Jackson Tennessee	Maximum of 100 per session
3	Train the Trainer	Agency or Clerk Office at the completion of Installation	Not to exceed 5 per location. Where possible the State will strive to combine clerk training into one location. In those cases, attendees will not exceed 25.



A.4.17.3 Identified TDOSHS members and the Contractor will participate, in person, in all planning sessions at the beginning of each stage of the TITAN Project Training Sessions. The purpose of the meeting is to define the unique roles that exist and their specific training needs and to determine training locations and facilities. Completion dates will be agreed upon by all parties during the planning sessions for each group.

A.5. Deployment Services to Local Law Enforcement and Courts.

A.5.1. Interface /Support. The contractor will provide ongoing support for the length of this contract, to the various interfaces outlined in this RFP. These interfaces include, but are not limited to, NCIC, TN Fusion Center, Tennessee Bureau of Investigation (TBI), CJIS, and 3rd party entities as outlined in Contract Attachment A - *Service Level Agreement*.

A.5.2. Onsite Installation. The contractor must provide delivery and installation of the system to local law enforcement agencies and court clerks. For service level agreements see Contract Attachment A - *Service Level Agreement*.

A.6. TITAN User Support.

A.6.1. Call Center.

A.6.1.1 **General.** The contractor must provide a 24 x 7 x 365 Call Center for User Technical Support. This Customer Service includes Help Desk support that provides assistance to users of the state RMS and technical support for application software and web pages supported by the Contractor. Customer Service from an offshore entity is not permitted. See Contract Attachment A – *Service Level Agreement* for requirements.

A.7. Project Management.

A.7.1. Comprehensive Project Management Plan. The State of Tennessee's Project Management Methodology is tailored to encompass those processes and deliverables required to meet its goals and objectives and is based on the principles set forth by the Project Management Institute (PMI). The Proposer will submit an initial Master Project Work Plan as part of their proposal and update it, along with the entire Comprehensive Project Management Plan (CPMP), throughout the duration of the contract. This should be completed in Microsoft Project format. The CPMP is intended to help:

1. Organize, prioritize, coordinate, integrate, and monitor project activities in order to deliver the required products (deliverables) within scope, quality, time, and cost constraints.
2. Facilitate effective communication in order to keep project staff, stakeholders, and executive sponsor management apprised of the status of project activities.
3. Implement and maintain quality assurance processes to ensure project products (deliverables,) fulfill requirements, and standards.
4. Manage and control risks to the project that may impact its success.

The Contractor will be responsible for performing all project management activities, including those of any subcontractors, and should direct all required reports and project updates to the designated TDOSHS Executive Project Director and Project Manager(s). In addition, the Contractor will provide monthly project status reports, require the Project Manager to attend the meetings and respond to informational requests as requested. The Comprehensive Project Management Plan will include the following:

1. Project Definition.
2. Management Approach.



3. Critical management checkpoints/reviews including timeframes.
4. Assumptions.
5. Risks and Constraints.
6. Process for Tracking Issues/Action Items.
7. Final Acceptance Processes and Criteria.
8. Stakeholder sign-offs.
9. Included as attachments to the Project Management Plan will be the:
 - a) Master Project Work Plan.
 - b) Quality Management Plan.
 - c) Test Management Plan.
 - d) Communication Management Plan.
 - e) Issue and Resolution Action Plan.
 - f) Configuration Management Plan.
 - g) Risk Management Plan.
 - h) Support Management Plan.
 - i) Resource Management Plan.
 - j) Training Management Plan
 - k) Operations Management
10. System Testing
11. Transition Management
12. Deliverables and Milestones

The Contractor shall execute and maintain the Program Management Plan (PMP) and subsidiary plans as outlined below:

A.7.2. Master Project Work Plan

The Contractor will submit a Master Project Work Plan that includes all known tasks, duration estimates and resource loading for the duration of the project, including the critical path time line in order to successfully meet the deliverables and milestones expectations. The project work plan submitted by the Contractor will be reviewed and updated by both the State TITAN team and the Contractor during a Project Kick-Off session. Once approved by the State, the resultant Master Project Work Plan will be maintained by the Contractor, with any required assistance from the State TITAN Manager throughout the remainder of the project. The Contractor must use Microsoft Project version 2003 (or later) as the project management tool.

- A.7.2.1. **Program Management Plan Timeline.** The Contractor will develop and obtain approval by the State TITAN Manager of the Program Management Plan and associated subsidiary plans that establish the approach that will be used to effectively and efficiently manage the day-to-day operations of the Records Management System Contract through contract closure. The Contractor shall implement the program management plan within three (3) months after the contract start date, or if necessary, a longer period as mutually agreed between The Contractor and the State. The Contractor will execute and maintain a current PMP and associated subsidiary plans.

- The plan must depict the overall project broken down into its major components by area.
- The plan shall span the whole of the project and include all major milestones, elements of design, constructions, testing, and implementation.
- The plan shall be developed and used by the Contractor to plan and coordinate the work as necessary at the detail level on a weekly basis.



- A.7.2.2. **Maintain the Program Management Plan.** The PMP is a dynamic document and will be maintained current as changes occur. Updates / new versions of the PMP and associated subsidiary plans will be submitted to the State TITAN Manager no later than five (5) business days after changes to the PMP or subsidiary plans have occurred for review and approval.
- A.7.2.3. **Program Management Plan Contents.** At a minimum, the PMP will describe the overall program structure, deliverables, related management plans and procedures, and the methods used to monitor, control, and improve the State Records Management System over the life of the contract. The Portal Program Management Approach should describe the overall scope of the Project and demonstrate the understanding of the State's need, business solution, objectives, milestones, any critical success factors, and assumptions and constraints.
- A.7.2.4. **Staffing Plan.** The Contractor will prepare a Staffing Management Plan as a subsidiary plan to the PMP. This Staffing Management Plan identifies the processes and procedures used to manage staff throughout the RMS contract. The plan describes the portal program organization, shows the total number of personnel, by category / type, that will be required on a monthly basis, describes the roles and responsibilities assigned to each staff, discusses transition of staff to other assignments, and details the use of consulting services.
- A.7.2.5. **Program Team Roles and Responsibilities.** The Contractor will summarize the roles and responsibilities of staff identified in the Program Team Organization Chart.
- A.7.3. **Quality Management Plan.** The Contractor will prepare a Quality Management Plan as a subsidiary plan to the PMP. The Quality Management Plan defines the RMS programs quality activities, time, and the resources allocated to them.
- A.7.3.1. **Quality Management Plan Content.** The Quality Management Plan shall at a minimum include the following topics:
1. Purpose and Scope of the Plan. The Contractor will define the purpose and scope of the plan, including the identification of related program management documents.
 2. Create Quality Objectives and Metrics. The Contractor will describe the program quality objectives and metrics needed to assess progress toward those objectives.
 3. Perform Quality Control. The Contractor will describe the quality control processes used on this contract. The Contractor will inspect or test all deliverables, to include both documents and software, before submitting them for State review.
 4. Perform Quality Assurance. The Contractor will describe the quality assurance processes and tools used on this Contract. The tool the Contractor uses will assure that deliverables are free of obvious formatting, spelling and grammatical errors to the greatest extent practicable when submitted to the State. Deliverables will be complete, accurate, detailed sufficiently for their intended use, and conform to State standards.
- A.7.4. **Test Management Plan.** The Contractor will prepare a Test Management Plan as a subsidiary plan to the PMP. The Test Management Plan defines the overall strategy and processes used throughout the Enterprise Portal Program contract to determine whether solutions delivered (both base functionality and customizations) satisfactorily addressed the requirements.
- A.7.4.1. **Test Management Plan Coverage** -The Test Management Plan will address all testing efforts for the Enterprise Portal program to include unit, system, integration, and user acceptance. All testing will be conducted within the Test Environment which will mirror the Production Environment. The State will not permit testing within the Production Environment. The Test Environment will be within the State Data Center.
- A.7.4.2. **Test Management Plan Content.** The Test Management Plan will address:
1. Objectives and approach
 2. Resources (personnel, hardware, testing tools)



3. Infrastructure safeguards
 4. Test level
 5. Source and Management of data
 6. Test Validation Procedures
 7. Interface testing
- A.7.4.3. **Contractor Testing Responsibilities.** The Contractor will ensure that all components of the new system function per the requirements / design specifications. The Contractor will complete all required testing on each module and on the assembled system. The Contractor will be responsible for System Testing as outlined in Section A.7.13.1.
- A.7.5. **Communication Management Plan** - The Contractor will prepare a Communication Management Plan as a subsidiary plan to the PMP. The Communication Management Plan will define the information and communication needs of the stakeholders, including who needs access to program and/or project related information, the information needed, when needed, and how provided to them on a monthly basis. The Contractor will update the Communication Management Plan throughout the contract to reflect current information. The plan shall prepare for and include, but is not limited to the following:
- A.7.5.1. **Monthly Status Reports and Meetings.** The Contractor and the State shall have a status meeting once a month upon a mutually agreed dates \ time. The Contractor Project Manager and/or Account Manager must attend and be present at the monthly status meetings. The Contractor will prepare monthly Status Reports that reflect the activities for the reporting period, upcoming activities, and open issues to be discussed at the meeting. The State TITAN Manager will use the Contractor's Status Report as a mechanism to monitor program activity and to detect potential problems needing attention or other areas requiring action or resolution. Reports should be primarily in list form and will serve as agendas for meetings. Topics to be covered include:
- A listing of significant departures from the PMP with explanations of causes and strategies to achieve realignment;
 - A listing of tasks that were completed since the last report;
 - Tasks that were delayed and reasons for delay;
 - Identification of upcoming key activities
 - The mitigation plan / actions to bring delayed tasks back in line with the base-lined schedule;
 - Tasks in progress;
 - Planned activities for the next scheduled period;
 - Staffing concerns or issues encountered, proposed resolutions and actual resolutions;
 - In-progress change requests and their status;
 - An updated report on program risks with recommendations for elimination or mitigation;
 - A listing of any other topics that require attention from the State TITAN Manager, Sponsors, or the Executive Stakeholders;
 - Status of compliance with Service Level Agreements.
- A.7.5.2. **Weekly Status Meeting.** The State TITAN Manager may conduct weekly status meetings, or as mutually agreed with the Contractor Project Manager to review any issues that may have an adverse effect on the program success.
- A.7.6 . **Issue and Resolution Action Plan.** The Contractor will document the Contractor's approach for the recording, resolution, management, and electronic storage of reported issues / defects as part of the Contractor's PMP. An Issue log is recommended with the following fields: Issue Date, Reported By, Issue Title, Issue Description, Priority (C, H, M, L), Due Date, Resolution Date.



- A.7.6.1. **Defect Tracking System.** The Contractor may, with the State's approval, use a Defect Tracking System of their choosing in order to track defects / issues to closure, grant the State access to these repositories to view information as needed, and report the status of defects / issues to the State upon request.
- A.7.6.2. **Severity of Reported Issues / Defects.** The State will determine the severity of each reported issue / defect and will classify certain issues / defects as "critical" at its sole discretion. A critical issue is defined as a system failure that blocks completion of a business transaction or corrupts business data and has no workaround. Reported issues / defects will have a severity level assigned to them based upon the impact that the issue / defect has on the business and/or user.
- A.7.7. **Configuration Management Plan.** The Contractor will prepare a Configuration Management Plan as a subsidiary plan to the PMP. The Configuration Management Plan defines the Contractor's approach for version control for all deliverables including changes to scope, requirements, software, databases and other documentation. Configuration Management does not include the State's Infrastructure. Any configuration changes to the State's Infrastructure that impacts the Enterprise Portal will be coordinated with the Contractor via the State Portal Manager.
- A.7.7.1. **Version Control.** The Contractor will systematically document changes, assess for need, impact, and appropriateness, and present those changes to the State Portal Manager for review and approval. The Contractor may, with the State's approval, use a Configuration Management tool of their choosing. The Contractor will provide the State access to the Configuration Management tool if requested.
- A.7.7.2. **Change Requests/Orders.** The Contractor will track the status of in-progress change requests and report this information to the State TITAN Manager in the status reports.

The State may, at its sole discretion and with written notice to the Contractor, request changes in the scope of services that are necessary but were unspecified in the scope of services of this Contract.

- A. Memorandum of Understanding— No more than ten (10) business days after receipt of a written change order request from the State, the Contractor shall respond with a written proposal for completing the service. Said proposal must specify:

- (1) the effect, if any, of implementing the requested change(s) on all other services required under this Contract;
- (2) the specific effort involved in completing the change(s);
- (3) the expected schedule for completing the change(s);
- (4) the maximum number and position types of person hours required for the change(s); and
- (5) the maximum cost for the change(s), PROVIDED THAT such maximum cost shall not exceed the product of the of person hours required multiplied by the appropriate payment rate proposed for change order work;
- (6) the personnel assigned to the complete the change(s) along with a resume for each. The resume must detail the individual's title, education, and experience.

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 service in the performance of a Change Order.

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



- B. **Change Order Performance**— Subsequent to State approval of an MOU, the Contractor shall complete the required change order services. The State will be the sole judge of the acceptable completion of change order work and, upon such determination, shall provide the Contractor written approval of the work.
- C. **Change Order Remuneration**— The State will remunerate the Contractor only for acceptable work. All acceptable work performed pursuant to an approved MOU, without a formal amendment of this contract, shall be remunerated in accordance with and further limited by contract section C.3.2.1 Change Order Hourly Rates, PROVIDED THAT, the State shall be liable to the Contractor only for the cost of the actual person hours worked to complete the change order work, not to exceed the maximum cost for the change detailed in the MOU. In no instance shall the State be liable to the Contractor for the cost of any person hours worked in excess of the maximum person hours indicated in or of any amount exceeding the maximum cost specified by the approved MOU authorizing the service. Upon State approval of the change order work, the Contractor shall invoice the State in accordance with the relevant provisions of this Contract.
- A.7.8. Risk Management Plan.** The Contractor will prepare a Risk Management Plan as a subsidiary plan to the PMP. The Risk Management Plan will define the process to identify, analyze, prioritize, plan, and monitor risks throughout the RMS Contract.
- A.7.8.1. Risk Management Plan Content.** The Risk Management Plan includes the risk management methodology, roles and responsibilities, definitions of probability and impact, when to perform risk management, and the categories of risk, risk tolerances, and reporting and tracking formats. The Risk Management Plan will also address technology risks, including compliance and/or non-compliance issues.
- A.7.8.2. Risk Register.** The Contractor will identify and maintain risks in a risk register and provide this risk register to the State TITAN Manager for review on a monthly basis.
- A.7.9. Support Management Plan.** The Contractor will prepare a Help Desk Support plan as a subsidiary to the PMP. The Help Desk Support Plan will define the personnel needed to handle all help desk support issues that are reported. The plan must also include the plan to provide support and problem resolution for the levels outlined in the Service Level Agreement (SLA).
- A.7.10. Resource Management Plan.** The Contractor will have full responsibility for providing sufficient staff to complete the portal program activities in the required timeframe.
- A.7.10.1. Removal of Contractor Personnel.** The State reserves the right, at its sole discretion, to require the Contractor to replace Contractor and/or subcontractor employees whom the State judges to be incompetent, careless, unsuitable or otherwise objectionable, or whose continued use is deemed contrary to the best interests of the State. Before a written request is issued, authorized representatives of the State and the Contractor will discuss the circumstances. Upon receipt of a written request from the State TITAN Manager, the Contractor shall be required to proceed with the replacement. The replacement request will include the desired replacement date and the reason for the request. The Contractor shall use its best efforts to effect the replacement in a manner that does not degrade service quality. This provision will not be deemed to give the State the right to require the Contractor to terminate any Contractor employee's employment. Rather, this provision is intended to give the State only the right to require that the Contractor discontinue using an employee in the performance of services for the State.
- A.7.10.2. Work Location.** The State believes that face-to-face interaction provides enhanced opportunities for positive relationships with State agency contacts and therefore requires the largest possible footprint of staff (Project Manager, Lead Application Developer, etc.) to be located within the Department of Safety Research Planning and Development Office in Nashville or in close proximity.
- A.7.10.3. Contractor Work Space.** The Contractor shall provide all equipment, connectivity, and supplies (unless the Contractor specifically requests, and the State approves the request). The State will provide Network connections (including Virtual Private Network (VPN) accounts as necessary for any Contractor staff requiring remote access).



- A.7.11. Training Management Plan.** The Contractor will detail the methodology used for the entire life-cycle of the TITAN project training. This document will provide a Task Responsibility Matrix which will clarify all tasks, deliverables, and whom is responsible to see that the item is completed.
- A.7.11.1. TITAN training will be designed to address defined roles of users. Users may participate in sessions at agree upon local and/or regional sites. A "Just in Time" (JIT) training model will be delivered to ensure that all TITAN uses are prepared to complete their job responsibilities seamlessly. The JIT model delivers training as close to the TITAN application/component 'GO LIVE' data as possible. In order to provide quality training, TITAN staff development is a key component of the process.
- A.7.12. Operations Management Plan.** The Contractor will provide an Operations Plan to include change management process, patch management, version control processes that include application software, operating system, database, application server software, system documentation updates, data access documentation, updates, and other related information.
- A.7.13. System Testing.**
- A.7.13.1. **Contractor Testing Responsibilities.** The Contractor will ensure that all components of the new system function per the requirements / design specifications. The Contractor will complete testing on each module and on the assembled system. In addition, the Contractor will perform stress testing to test capacity and performance of the new system. The Contractor is responsible for testing as defined below:
1. Unit Testing. Tests that are performed by the programmer and/or developer to ensure the reliable performance of the functions, procedures, and routines before making the product available to the State.
 2. Integration Testing. Tests that are performed by the development team of the solution with all its integrated components to ensure that they work together as designed and that the various sub-systems communicate with one another properly within and outside of the State technical environment.
 3. System Testing. Testing of the entire system (as a system) to ensure that the solution meets the design specifications. Specific components of the system test include:
 - Stress Testing – designed to break the solution by overwhelming it or by depriving it of resources. The objective is to make sure that the system is recoverable – that it fails and successfully recovers.
 - Volume Testing – includes testing the solution by introducing constantly increasing load in an attempt to expose weaknesses that do not surface in routine testing. Examples include memory management bugs, memory leaks, buffer overflows, or processor saturation.
 - Interface Testing – includes ensuring that the system interfaces with external systems to exchange data as required in the design specifications.
 - Security Testing – includes scanning the system for security vulnerabilities both network and application level.
 4. Regression Testing - Possibly the most important aspect of the Contractor's testing responsibility, regression testing is the re-testing of previous problem repairs subsequent to the correction of new problems to ensure that previously repaired problems do not recur. This shall be done prior to releasing any updates.
 5. User Acceptance Testing – The Contractor shall work with the state to develop a user acceptance test plan that includes user acceptance testing. The successful completion of this phase indicates the system is ready for pilot testing.
 6. Pilot Testing – The Contractor shall work with the State to develop a pilot test plan to implement the live system at one or more locations mutually agreed upon between the State and the Contractor prior to full implementation. The successful completion of this phase shall occur prior to the statewide rollout of the application/component.



- A.7.13.1.1 The Contractor must put in place a State approved method to trace test cases to requirements and/or design specifications.
- A.7.13.1.2 The Contractor must obtain written approval from the TITAN Manager for each phase of testing prior to beginning the next phase.
- A.7.13.2. **State Testing Responsibilities** -The State is responsible for User Acceptance Testing (UAT). UAT is the execution of a series of defined steps using predefined data, the objective of which is to determine whether the actual outcome consistently, repeatedly, and accurately equals the expected result. User acceptance testing is a deliberate process and requires preparation of test scenarios, test cases, test data, and expected outcomes and known in advance of test execution. The State is responsible for the preparation of UAT test cases and their execution. UAT occurs subsequent to the completion of the Contractor's testing responsibilities – though Contractor-accomplished regression testing continues in response to changes and repairs of problems determined during UAT.

A.7.15. Deliverables and Milestones.

The Contractor shall develop a plan to include the critical path time line for the full implementation of the following deliverables and milestones: These deliverables are in relation to Payment Method Section C.3.2.

- Master Work Plan.
- The CDR components, Crash Instructional Manual, and VIN Decoder applications within 18 months of the contract start date.
- The Dashboards enhancements, Local Account Administration, and E-Crash "Short" Report and associated web tutorials within 24 months of the contract start date.
- The E-Crash, E-Citation, and E-Crime I-Pad compatible versions within 30 months of the contract start date.
- The TITAN Portal Upgrade Functionality / Technology and associated web tutorials within 36 months of the contract start date.
- The TITAN Web Portal Functions Tutorials within 42 months of the contract start date.
- The Suspicious Activity Report within 48 months of the contract start date.
- The E-Crash Table of Measures Report Form and associated web tutorial within 48 months of the contract start date.
- The completions of all remaining work, warranty and support within 60 months of the contract start date.

The deliverables and milestones may be amended by mutual written agreement between the State and the Contractor.

A.7.15.1. Submit Deliverables for Review and Approval.

- A.7.15.1.1. **General.** Throughout the entire contract period, review and approval of deliverables will be per the below guidance.
- A.7.15.1.2. **Deliverables Approved in Writing.** The TDOSHS Research, Planning and Development Director and TITAN Manager or designated representatives will approve and acknowledge completion of all deliverables in writing. Email is not sufficient. A memorandum from the Contractor to the Director and Manager is required.
- A.7.15.1.3. **Deliverable Walk-Through.** The Contractor will submit all deliverables to the State TITAN Manager for submission to the appropriate reviewers. As requested, the Contractor will conduct a walk-through of the deliverable with the State TITAN Manager to enhance the State's understanding and to facilitate the review and approval process.



- A.7.15.1.4. **State Review Timeline.** For State reviews, the Contractor will allow ten (10) business days, following the date the Contractor submits the deliverable to the State TITAN Manager, for review of each deliverable that the Contractor has developed. The State understands the need for deliverables to be reviewed expeditiously and will make reasonable efforts to review and provide comments to deliverables within ten (10) business days, provided no more than one deliverable is submitted by the Contractor for the State to review at the same time / during the same period. The Contractor will make reasonable efforts to not provide multiple deliverables to the State for review during the same period, which would necessitate additional review time by the State.
- A.7.15.1.5. **Deliverable Quality.** The State will review all deliverables to determine their fitness for use. The State expects the Contractor to provide quality products for review. Deliverables will be free of formatting, spelling and grammatical errors when submitted to the State. The State will determine whether a deliverable meets the basic deliverable quality requirement. The correction of discrepancies will be coordinated with the State TITAN Manager / State staff.
- A.7.15.1.6. **Deliverable Deficiencies.** If the State finds deficiencies in deliverables, the State TITAN Manager will formally communicate them in writing to the Contractor. The Contractor will correct all such deficiencies and resubmit corrected deliverables for review (which begins a new review cycle).

A.8. System Support – Existing System

A.8.1. Existing System Maintenance and Support.

The Proposer must provide maintenance and support for all existing and future TITAN components: See Appendix D - *Current TITAN System Records and Document Environment Platforms* for additional specifications.

A.8.1.1. Electronic Web Portal.

- A.8.1.1.1. **General.** The Electronic Web Portal is a 'Back Office' service that allow for the transmission of electronic information to the TITAN repository. This feature provides a mechanism to validate incoming data based on a standard data model and defined business rules; and returns reports to agencies when errors are discovered. Today, it provides a web based mechanism to search all collision related data for display, exporting, and printing by participating agencies. It also provides a web based mechanism to request, schedule, and generate formatted reports to be stored and accessed by participating agencies. It contains a system-generated management and production statistics reporting service and provides tracking and audit mechanisms for analysis and reporting of the processing history of all reports.

A.8.1.1.2. The TITAN 'Back Office'.

1. The relational database utilized is supported by the State and is the latest version of Microsoft's SQL Server.
2. The document management repository version is a FileNet Content Manager supported by the State.
3. The web application was developed utilizing a Microsoft .NET 2.0 framework and tested to work in Microsoft Internet Explorer 7.0 and above.
4. The client applications utilize a Microsoft Visual Studio environment and tested to work within the Windows XP and Window 7 operating systems.
5. Reports are generated using Crystal Reports Developer. All testing should be performed using the latest production version available at the time of development.
6. All TITAN web application communications to the TITAN database are through ADO.NET (Active X Data Objects for .NET).
7. All TITAN web application communications with the FileNet Content Manager should be through FileNet web services



8. All TITAN client application communications to the TITAN database are through ADO.NET (ActiveX Data Objects for .NET).
 9. One interface contains the schema, Web Services Description Language (WSDL), and business rule requirements for submitting electronic collision reports to the TITAN repository. It is the vendor's responsibility to ensure that these specifications are met prior to seeking State authorization for third party data submissions to the TITAN system.
 10. The TITAN web services and web application are accessible to local agencies through a connection to the internet. The information disseminated through the application is through a transport security mechanism (ex: Secure Sockets Layer (SSL)) to ensure the privacy of transmitted information.
 11. All image documentation of collision reports (including any supporting file attachments that are submitted) requires software to be installed on the local workstation to be received and viewed if the file type is not natively displayable in Internet Explorer 7.0 or greater.
 12. Security – Two types of security are implemented to control access to the documents and data and the capabilities of the web portal. Authentication, and function access control are implemented to satisfy the security requirements.
- A.8.1.1.3. **Authentication.** A valid User ID and Password is required to access the features of the web portal. The features which will require authentication include:
- User Maintenance
 - Document Query
 - Data Query
 - Reports
- A.8.1.1.4. **Function Access Controls.** Function Access Controls (FAC's) are created in the TITAN security database tables which will control the ability for users to access the different features of the web portal. The FAC's include:
- Web Portal Access – A user must have this FAC to be granted access to the additional features of the web application
 - Document Query – A user must have this FAC to be granted access to the document query feature of the web application
 - Data Query - A user must have this FAC to be granted access to the data query feature of the web application
 - Reports – A user must have this FAC to be granted access to the reports feature of the web application
- A.8.1.1.5. **Current Features/Functionality:**
- Receipt of collision reports electronically captured and transmitted from participating agencies.
 - Receives information through a standard XML data model.
 - Provides a mechanism to validate incoming data based on XML schema and defined business rules.
 - Provides a mechanism to return data to the submitting agency if errors occur during validation.
 - Provides a mechanism to receive additional attached documentation related to the submitted report.
 - Provides a web-based feature to query collision-related documents for display, exporting, and printing by participating agencies.
 - Provides a feature to query stored data fields.
 - Provides a feature to request and schedule standard report extracts.



- Provides a web-based mapping feature for graphical display of collision locations on a map with color coding for various types of crashes. This can be done for a single crash or a group of crashes.
- Provides web-based access to collision data and images through the selection of a collision location from a graphical map.
- Provides an electronic audit to record all activity during the collision reporting process.

A.8.1.1.6. **Support Coverage.**

- **RMS Support Services:** The contractor shall provide support services for the RMS to ensure the availability of the system 99.99% of the time calculated on a 24 hours a day, 7 days a week basis.
- **Diagnostics:** The contractor shall provide diagnostic support working within the State's security guidelines.
- **Performance Monitoring and Tuning Utilities:** The system shall include all utilities for database performance monitoring and tuning.
- **System Maintenance Support Services:** The contractor will provide system maintenance (e.g. upgrades, enhancements, new releases, etc.) and technical support for all products/services provided, including ongoing unlimited telephone technical support, problem determination, and resolution. The contractor shall provide to the State all generally publicly available improvements and additions to the functionality, as well as new functions, of the RMS and provide maintenance services.
- The contractor shall maintain the RMS so that it operates in conformity with all descriptions and specifications herein or as otherwise provided by the contractor, including specifications for the performance of all improved or modified versions the State will be using. The contractor must provide for any upgrades to the RMS components. The contractor must provide software documentation that is kept up-to-date with any upgrade or revision to the RMS. Updated software documentation must be provided to the State at the time of installation of any upgrade or revision to the RMS, unless otherwise agreed to by the State. The contractor must perform regression testing on upgrades prior to installing/implementing the upgrades into production. In performing the regression testing on a new version/upgrade of the software, the contractor must certify in writing to the State that all the previous RMS capabilities still work in accordance with the contract requirements.
- Maintenance services shall include, at a minimum, the detection and correction of system errors according to the specifications described herein and in the contractor's documentation of the software and the implementation of all program changes, system configuration, new releases/updates, upgrades, enhancements, new versions, and implementation of additional programs provided under this contract discovered by the State or otherwise made known to the contractor. The contractor agrees to respond to the State inquiries regarding the use and functionality of the solution as issues are encountered by RMS users.
- System Maintenance shall also include all services necessary to assist the State in maintaining the system operational uptime and recovery from system failures.
- The contractor must be proactively monitoring the system and not relying solely on the State to notify the contractor of system problems.
- The State shall provide Level 1 Help Desk support. The list of authorized State personnel to call the contractor's help desk will be provided to the contractor. The Contractor's help desk/technical support personnel should be knowledgeable and technically trained to answer/resolve system technical support problems. See Contract Attachment A – *Service Level Agreement* for additional information.
- When authorized State staff calls the help desk/technical support, the contractor's technical support staff will not place the State caller on hold for more than five (5) minutes.



- If investigation and research is required by technical staff and the problem cannot be resolved or question answered immediately, then the help desk/technical support staff should call back within two (2) hours to report progress on the problem's resolution. Help desk staff will continue, on a daily basis or other basis agreed upon between the State and contractor, to keep the State staff informed on progress of the problem's resolution.
- The contractor shall keep a log of all maintenance/technical support calls made to the help desk/technical support personnel and document the complaints and problems reported to the help desk system by the State.
- The State reserves the right to determine and assign levels of severity for the issue/support problems. The severity of the issue/support problem shall determine the problem resolution response time as follows:
 - Severity Level 1 (Critical) shall be defined as those situations, when the State's system is down and the State is unable to use the system or when failure causes loss of function or data and there is not a mutually agreed-upon workaround. The contractor's technical support staff shall accept the call for assistance at the time the State places the initial call; however if such staff is not immediately available, the contractor shall return the call within one (1) hour. The contractor shall resolve Severity Level 1 problems as quickly as possible, with resolution not to exceed eight (8) hours unless mutually agreed between the contractor and the State.
 - Severity Level 2 (High) shall be defined as critical system component(s) that have significant outages and/or failure precluding its successful operation, or possibly endangering the State's environment. The system may operate but is severely restricted. Failure causes a loss of function or data, but there is a mutually agreed upon workaround. The contractor's technical support staff shall accept the State's call for assistance at the time the State places the initial call; however if such staff is not immediately available, the contractor shall return the State's call within four (4) hours. The contractor shall resolve Severity Level 2 problems as quickly as possible, which shall not exceed twenty four (24) hours, unless mutually agreed between the contractor and the State.
 - Severity Level 3 (Medium) shall be defined as a medium problem that exists with the system but the majority of the functions are still usable and some circumvention may be required to provide service. Failure causes a partial loss of function, but users can accomplish tasks with a mutually agreed upon workaround. The contractor's technical support staff shall accept the State's call for assistance at the time the State places the initial call; however if such staff is not immediately available, the contractor shall return the State's call within eight (8) hours. The contractor shall resolve Severity Level 3 problems as quickly as possible, which shall not exceed two (2) business days, unless mutually agreed between the contractor and the State.
 - Severity Level 4 (Low) shall be defined as a minor problem that exists with the application, components, or system but all operational functions are working. All other 'bugs' that are determined by the TITAN Manager to be an issue that requires attention but is not immediate to the operational stability of the system. The contractor's technical support staff shall accept the State's call for assistance at the time the State places the initial call; however if such staff is not immediately available, the contractor shall return the State's call within twenty four (24). The contractor shall resolve Severity Level 3 problems as quickly as possible, which shall not exceed two to three (2-3) business days, unless mutually agreed between the contractor and the State.

A.8.1.2. Driving Under the Influence (DUI) Tracker.

- A.8.1.2.1. **General.** The Driving Under the Influence (DUI) Tracker is a state-wide, web-based application for the entry, modification, and tracking of information related to individuals arrested in Tennessee for the offense of DUI. It allows stakeholders to produce statistical reports, and gauge the effectiveness of DUI laws, conviction rates, and after care programs. The application is in the requirements gathering phase at the time of this writing. See Appendix O - *DUI Tracker Elements* for a listing of form fields.



A.8.1.2.2. Current Features/Functionality:

- A web-based data entry component.
- Master Name functionality.
- Interface with TITAN Repository.
- Web-based statistical reporting capability.
- Upgrade to modern functionalities.

A.8.1.3. Electronic Crash Reporting (E- Crash).

A.8.1.3.1 General. This audience for this document is those using TITAN client applications. The application provides the ability for a law enforcement officer to enter information pertaining to a crash that occurs in Tennessee. Entry screens drive the data sets to be collected and are grouped by levels such as the crash environment, location (mapping tool), person, vehicle, roadway, commercial vehicle involvement, violations (citations issued), narrative, and a third party diagramming tool known as Easy Street Draw (contracted with the state).

A.8.1.3.2. Report Life-Cycle:

1. Information is collected at the scene and cross-checked by over 850 validation rules that are designed to identify common errors and allow for correction by the officer while the information is fresh. Once validated, the data and all attached documents are transmitted to the TITAN server, through a send/receive function performed by the officer, where it is held in a pending status awaiting approval. The report may be accessed by a supervisor and approved, modified, or rejected as needed.
2. If approved, the report is transmitted by the supervisor to the TITAN repository and is accepted as an official State of Tennessee E-Crash Report. A Master Record Number is assigned, and the reports, along with related documents are made available through the TITAN Web-Portal. The officer receives back an approved copy of the report upon performing a send/receive function.
3. If modified, a supervisor may make modifications (limited in scope) and approve. Once approved it follows the same steps as outlined in #2.
4. If rejected, the supervisor is able to document the reason, and the report is returned to the originating officer's inbox. An officer may retrieve the report, read the documented reason for rejection, make the correction(s), and then re-submit the report into the life-cycle. Once introduced back into the life-cycle, the report follows the paths outlined above.
5. If an amendment is required, the officer accesses the approved report on his machine, adjusts any information that is necessary, and re-introduces the report into the life-cycle as outlined above.

A.8.1.3.3. Current Features/Functionality:

- Enables law enforcement officers to enter collision reports locally and transmit the data electronically to the TITAN central repository through a standard data model. See Appendix P – *E-Crash Report Form* for a sample report.
- Provides a mechanism to receive additional attached documentation, including images, related to a crash.
- Contains approximately 350 fields with a combination of data entry; open fields for text, drop down boxes for selections, and yes/no binary fields.
- Today, there are 265 local law enforcement agencies and 100% of THP utilizes the TITAN System. Eight (8) of the local law enforcement agencies utilize a secondary system to collect the information and transmit their data to the TITAN Repository. See Appendix Q - *Agencies Utilizing TITAN* for a current listing of agencies.



A.8.1.4. Electronic Citation (E-Citation).*

A.8.1.4.1. **General.** This document's audience is those using TITAN client applications. This feature contains a customized statewide mobile electronic citation software application that is used to create citations in the field and transmit the citation into the TITAN db and have it available to a specified court system. This feature also incorporates citation data and reporting functionality into the existing web portal application. This will allow seamless query and reporting access to the collision and citation data submitted to the central repository by participating agencies.

A.8.1.4.2. Current Features/Functionality:*

- Enables law enforcement officers to enter and print citations from within their vehicles and transmit the data electronically to the TITAN central repository through a standard data model.
- Provides a mechanism to receive additional attached documentation, including images, related to a citation.
- Allows an officer to transmit the citation data to the court system for hearing and adjudication.
- Provides a ticket number inventory to ensure detailed auditing of tickets requested and issued.
- Provides for incorporation of the citation data and documents into the functionality available from within the existing web portal features. (Search, generate reports, extract, ad hoc reports).
- The Contractor will perform an annual test to ensure the Disaster Recovery System meets the State requirements.

**The Electronic Citation feature has been developed; testing and approval for use by law enforcement officers is pending.*

A.8.1.5. Electronic Warning (E-Warning).*

A.8.1.5.1. **General.** This document's audience is those using TITAN client applications. This feature consists of a customized statewide mobile electronic courtesy notice (written warning) software application that is used to create notices in the field and transmit the data to the TITAN central repository. This feature also includes incorporation of courtesy notice data and reporting functionality into the existing web portal application. This will allow seamless query and reporting access to the collision, citation, and warning data submitted to the central repository by the client application.

A.8.1.5.2. **Features/Functionality:** See Appendix R - *E-Citation/Warning Report* for a sample report.

- Enable law enforcement officers to enter and print Courtesy Notices from within their vehicles and transmit the data electronically to the central repository through a standard data model.
- Creation and storage of an image of the submitted electronic Courtesy Notice.
- Incorporate the intelligence data and documents into the functionality available from within the existing web portal application.

**The Electronic Written Warning feature has been developed, tested and approved for use by law enforcement officers. Currently THP and Gallatin Police Department utilize the warning feature.*

A.8.1.6. Electronic Arrest / Criminal Interdiction.

A.8.1.6.1. **General.** This application's audience is those using the TITAN client applications. The application provides law enforcement personnel with a report that is used to document arrests and the circumstances regarding the arrest. It establishes uniform procedures for the processes involved for an arrest. See Appendix S – *Tennessee Department of Safety Arrest/Criminal Interdiction Report* for report content.

A.8.1.6.2. **Features/Functionality:**

- Business edits reduce the amount of missing, incorrect, and/or inconsistent information captured for each individual crime report.



- Provides a software feature that allows a user to 'Print Preview' or 'Print' a completed E-CRIMES report.
- Similar to the E-CRASH application, E-CRIMES reports allow for Supervisory Review before acceptance; this is dependent on agency protocols.
- After completing the E-CRIMES wizard and previewing the report, the E-CRIMES application automatically assigns an Incident Number for the report.
- Electronic notification of accepted and rejected reports: The officer will receive notification of accepted and rejected reports in their Accepted and Inbox Folders.
- After reports are transmitted, reviewed, and accepted the data is automatically imported into the TITAN Repository for storage.
- There is a regularly scheduled process developed to upload Crime Report data into the TBI Fusion Center CRMS database via a TBI provided web service. The interface is an XML based file.
- The E-CRIMES application creates and stores an image of the E-CRIMES report in the TITAN Document Repository.
- Officers have an efficient selection mechanism for identifying TCA codes as well as Tennessee Incident Based Reporting System (TIBRS) codes while entering offenses. The relationship between TCA and TIBRS are clearly defined.
- The E-CRIMES report is built utilizing Active Reports software.

A.8.1.7. Electronic Incident / Offense.

A.8.1.7.1. **General.** This application's audience is those using the TITAN client applications. The application records information associated with the occurrence of an Incident or Offense. All THP members are required to record and report all occurrences that directly involve themselves or departmental property. THP is required to properly record and report all occurrences involving offenses committed against or occurring to citizens and/or their property caused by persons other than departmental, in short, all offenses or occurrences other than traffic crash. For this purpose, the Electronic Incident/Offense Report has been designed and created to report either. Users indicate which type of report is being completed by checking the appropriate sections that corresponds to the events or occurrence. This information is collected, transmitted, and stored in the Tennessee Integrated Traffic Analysis Network (TITAN) Repository. See Appendix T – *Incident Offense Report* to see a sample report.

A.8.1.7.2. Features/Functionality:

- The report is in addition to the TITAN client main application.
- The user is able to scan Driver's License information or auto-populate from information gathered in a "Quick Capture" feature.
- The user is able to utilize information gathered in another TITAN application.
- The user is able to supplement and amend this form.

A.8.1.8. Electronic Alcohol / Drug Influence Report.

A.8.1.8.1. **General.** This document's audience is those using the TITAN client applications. This application records the facts associated with a DUI or Drug arrest. If a charge of DUI is logged in the E-CRIME wizard then the user must select the offender for which the Alcohol/Drug Influence Report is to be completed. There is a business edit added to E-CRIME that requires that at least one offender be selected if the DUI charge is logged.

All of the data that has been entered into the E-CRIME wizard will be available to prefill fields in the new Alcohol/Drug Influence Wizard. There are multiple fields that are filled from drop down boxes, open entry fields, and binary yes/no fields. See Appendix U – *Alcohol Influence Report Information* for report content.



A.8.1.8.2. Features/Functionality:

- The form is implemented as an addition to the TITAN Crime application. It is only presented when the user indicates there is a DUI Charge.
- The user is able to scan Driver's License information or auto-populate from information gathered in a Quick Capture feature.
- The user is able to utilize information gathered in another TITAN application.
- The user is able to supplement and amend this form.

A.8.1.9. Electronic Implied Consent.

A.8.1.9.1. General. This document's audience is those using the TITAN client applications. It records the facts associated with a DUI or Drug Arrest. Anytime a person is determined to be driving under the influence of alcohol or drugs, a chemical test is done to determine the level of adverse influence. This report provides a means to record articulable facts and evidence at the scene at the time of arrest to be used in courtroom testimonies. See RFP Appendix V – *Implied Consent Advisement Form* for a sample report.

A.8.1.9.2. Current Features/Functionality:

- This form/wizard has been implemented as an addition to the TITAN Main Wizard.
- The application has the ability to scan the driver's license, if equipped with a bar code reader.
- The application has the ability to scan the signature of the subject. If no scanner is available, then the form may be printed, scanned, then and attached to record.
- The application has the ability to utilize the Quick Copy functionality in TITAN to help prefill fields.

A.8.1.10. Electronic Trooper Activity.

A.8.1.10.1. General. This document's audience is those using the TITAN client applications. The State has systems and procedures in place to ensure compliance with applicable regulations concerning the documentation of all related work by THP members. This feature provides the ability to record each activity an individual may encounter or be involved in on a daily basis and supports accountability procedures. The information collected can be viewed by managers to analyze workload(s), track progress, develop training, gauge enforcement procedures, manage grant requirements, and support financial accounting systems. This procedure is done by individuals or groups for a participating agency. See Appendix W – *Tennessee Highway Patrol Trooper Activity Report* for a sample report.

A.8.1.10.2. Features/Functionality:

- The application provides the ability to submit daily or weekly electronic submissions of an individual or group's activities and occurrences.
- Provides the ability to distinguish a member's time and activity sorted by, day, time of day, activity type, calls for service, federal and state grant related activity.
- Provides calculations and totals per column and row.
- Provides the ability to determine time accountability.
- Provides the ability for activities to be passed from the TITAN applications into the Activity Reporting Feature.
- Provide for the ability to incorporate new functionality into the Trooper Activity Reporting System as agree upon by the State and the Contractor.

*Criminal Investigation Division

*Critical Incident Response Team



A.8.1.11. Incident Location Mapping Component.

A.8.1.11.1. General. This feature's audience is those using the TITAN client applications. This feature improves the quality of location information for collision, citation, and crime reports. This feature allows a law enforcement officer to select an incident location from a county map that is displayed. The officer is able to move east, west, north, or south and 'zoom in' or 'zoom out'. When the location is determined the officer selects a point on the map, verifies the information and saves it. Based on available Shape Files geocoding functionality the application will collect Global Positioning System (GPS) coordinates, street data, and possible intersecting streets, possible between streets, mile points, and segment IDs. The information is then passed to the location screen of the respective application. For example see Appendix X – *Incident Location Mapping*.

A.8.1.11.2. Current Features/Functionality:

- TDOSHS uses the SharpMap tool to provide the ability to provide the geocoding functionality to display a map, select a point where the incident occurred, derive the location and GPS information, and populate that data in the appropriate application.
- When a location is selected, the following data elements will be available for use in any TITAN Wizard:
 - i. GPS Coordinates (Latitude and Longitude in decimal format).
 - ii. Street Name Data (Address Number, Street Name, Suffix, Direction).
 - iii. Roadway Number Data (Prefix, Roadway Number, Direction).
 - iv. Log Mile – when inserted by Tennessee Department of Transportation (TDOT).
 - v. Intersecting Street Information.
 - vi. County.
 - vii. State.
- This component has the same look and feel throughout the system.
- The user has the ability to select between streets or an intersecting street.
- The user has the ability to measure a location from a point.
- The user has the ability to override the displayed information, and can enter the appropriate roadway information in applicable.
- The user has the ability to 'pan' across and move the MAP left, right, up, or down.
- The user has the ability to manually enter a road name for a road that is not found or is in-correct.
- The mapping feature was developed in Visual Studio 2005.
- The Web Portal mapping feature was developed in Visual Studios.NET.
- The Shape files are updated annually.

A.8.2. Transition Management.

A.8.2.1. General. The current TITAN system requires maintenance and on-going support of its existing components. The purpose for transitioning the maintenance and support of the current TITAN System is to relay all the knowledge details of the statewide TITAN RMS, including system environment, maintenance protocols, error resolution practices, and roles and responsibilities, which would be essential for the Contractor to take over those roles and responsibilities; leading to mitigating the impact on the TITAN Program and its partner local law enforcement agencies when the transitions occurs. The Contractor will maintain the TITAN components to ensure that the required capabilities are maintained and the performance parameters are maintained at current rates that are acceptable to the State. The transition oversight between the two contractors will be the State.



A.8.2.2. Requirement.

- This transitional knowledge shall be completed within a minimum of 60 days of the Contract Start Date.
- The Department (TDOSHS) has a statutory requirement under T.C.A. 55-10-108 to provide a means for collecting, receiving, storing, and analyzing information surrounding an accident occurring on roadways in Tennessee. The state has a robust electronic reporting system to accomplish those tasks in a timely, accurate, and complete fashion, which requires technical assistance, maintenance and support for operation 99.99% of the time
- The Contractor shall work with the State and existing Contractor to ensure that all knowledge transfer is complete.
- The Contractor shall work with the State and the existing Contractor to document any missing or incomplete knowledge documents.
- System uptime must be maintained at 99.99% of the time during transition.
- Data integrity shall be retained at 100%
- Data retention shall be 100%
- Components to support:
 - All Components of the TITAN System.
 - E-Crash.
 - E-Citation.
 - E-Warning.
 - E-Crime.
 - Alcohol/Drug Influence.
 - Implied Consent.
 - Incident Offense.
 - DUI Tracker.
 - Trooper Activity.
 - TITAN Web Portal.

A.8.2.3. The State's goal is that the Contractor will have successfully completed all maintenance and support transitional knowledge transfer with two (2) months after the contract start date, or if necessary, a longer period as mutually agreed between the Contractor and the State.

A.8.2.4. In the event an RFP is required at the end of this contract and a new Contractor is selected; the existing Contractor under assignment of RFP#34901-00121, shall perform the same duties as outlined in A.8.2, in preparation for transition to the new Contractor.

A.8.3. **System Maintenance.** System Maintenance Support Services: The contractor must provide system maintenance (e.g. upgrades, enhancements, new releases, etc.) and technical support for all products/services provided, including ongoing unlimited telephone technical support problem determination and resolution. The contractor shall provide to the State all improvements and additions to the functionality, as well as new functions, of the RMS and provide maintenance services.



A.8.4. Business Continuity / Disaster Recovery.

A.8.4.1. General. The system shall provide automatic failover to the Disaster Recovery environment with no single points of failure. The system shall have the capability for seamless disaster recovery at the same performance level as that of the normal production system. All hardware will be housed and all data will be stored at the State of Tennessee Office of Information Resources Data Center location. All Disaster Recovery and Continuity of Operations Plans shall be strictly adhered to.

The Contractor shall maintain a Disaster Recovery Plan that supports the business continuity of the system. The Plan and all updates shall be provided to the State, and shall be in substantially the same form as mutually agreed to by the parties. In the event that any material change to the form of the plan is proposed by the Contractor, the Contractor shall so advise the State in writing. The Contractor shall review and update the Disaster Recovery plan on an annual basis to ensure the plan is current and accurate.

1. Recovery Time Objective (RTO) – The Contractor will design the system such that the system can be recovered within 8 hours at the secondary data center located approximately 30 miles from the primary site.
2. The Disaster Recovery system located at the secondary site shall have sufficient capacity, and shall be configured, to enable seamless failover and support daily operations at the same performance level as the production system. This equates to an RTO of 8 hours.
3. The Recovery Point Objective (RPO) – The Contractor will design the system such that the data can be synchronously replicated between both data center facilities resulting in no loss of data due to a failover event. This equates to an RPO of 0.

A.8.4.2. Requirements.

- The Contractor shall design the system to ensure it will be available 99.99% of the time.
- System downtime (not operational time) shall not exceed a maximum of eight (8) hours per outage.
- Recovery must contain the entire production data set.
- Recovery must contain the entire user base of the production system.
- The Contractor shall perform an annual test to ensure the Disaster Recovery System meets State Requirements.

A.8.5. Data Conversion.

A.8.5.1. General. The Contractor must continue supporting the automated daily migration of the legacy Crash Analysis Tracking System (CATS) data, images, and supporting documents from an existing, in house, system. The CATS Database is the repository for paper based crash reporting and crashes reported through the legacy E-collection tool known as Traffic Records and Criminal Software (TraCS). The Contractor will support the conversion of the CATS data in the scope of the required functionality into the new RMS.

Currently: The automated daily CATS conversion process converts the report, commits the data to the TITAN repository and runs the specific conversion data edits. If there are no errors, then the report is auto-accepted. If there are errors, the report is placed into a Quality Control application inbox for review by TDOSHS Crash Unit Staff. Once the error is corrected, modified, or adjusted, the report is re-submitted into the TITAN Repository.

A.8.5.2. Requirements.

- The Contractor will continue to ensure the automated daily migration of data from the CATS database into the TITAN repository.
- The Contractor must provide an automated daily interface link to Driver History Files for driver data imported from CATS to TITAN.



A.9. System Architecture.

1. The contractor shall provide the services required by this contract compliant with the technical environment described by the State Technology Architecture Standard. See Appendix Y – *Technical Architecture* for additional information.
2. **Development Languages:** The RMS must be developed in computer development language that is considered "Current" or approved in writing by the State.
3. **Environment.**
 - (a) The RMS will have four operating environments:
 - i. **Development.** Used for development of programmatic changes, Must be similar to production environment, but can be smaller in scale.
 - ii. **Test.** Used to simulate the actual production environment for verification of new code modifications. Must accurately represent the production environment.
 - iii. **Quality Assurance (QA)/Training.** A working copy of the production environment, or alternately the testing environment that is kept in sync with production data. This environment will be used to reproduce error conditions and testing with real production data without making changes to the database of record. This should be a scaled mock-up of the production environment. In addition, this environment will be used for user-training.
 - iv. **Production.** The official system of record. The production environment will be sized to handle any expected demand. The production environment must operate in accordance with State's standards. Changes are made only through documented change control procedures.
 - (b) Each environment will have separate security to allow users to have different permission levels in each environment.
4. **System Updates:** The RMS shall receive periodic updates as required to ensure operational readiness as determined by TDOSHS.
5. **Scalability:** The RMS shall support a fully scalable architecture designed to allow incremental changes in capacity to meet changing usage.
6. **Web Oriented Services:** The RMS must provide a web based service-oriented architecture and support documentation that will allow third part client applications to use select RMS functionality over the network.
7. All components that are designed, developed, and delivered thru this contract must be accompanied by a work flow diagram. The diagrams must be annotated to show the time required to complete each step and timelines.

A.9.1. Hardware Requirements.

A.9.1.1. System Hardware

- A.9.1.1.1. **System Location:** The system will be hosted on State-standard hardware within the State's Data Center.
- A.9.1.1.2. **Responsibility for Hardware:** The State will be responsible for the providing hardware used by the RMS. The contractor must provide clear specifications of all hardware that is needed. The contractor must size the hardware sufficient to meet the business need but not exceed what the State considers a reasonable amount of capacity. The state reserves the right to add, change, reconfigure, consolidate, or eliminate hardware at any time to meet the best interests of the State.
- A.9.1.1.3. **Use of Virtual Server Environment:** The State may require certain components of the system to operate in the State's virtual environment. The vendor must specify which components can and cannot operate on virtual server technology.
- A.9.1.1.4. The RMS shall be compatible with the State Storage Area Network 'SAN' or Network Attached Storage 'NAS' at no cost to the State.



A.9.1.2. The State will acquire the necessary hardware and operating system software for all environments at the State locations. The Contractor shall be responsible for assisting with installation, configuration, and testing of hardware and operating system software at the State-specified location(s). The Contractor is required to provide advisory services, guidance and assistance with respect to the installation of all RMS and related software in all environments.

A.9.2 Software Requirements.

A.9.2.1. **Standards Based.** The system will be developed to follow accepted Law Enforcement standards to include:

- Law Enforcement Information Technology Standards Council (LEITSC) – a standards-based template specifying RMS functionality.
- Global Justice XML and the Global Justice XML data model.
- National Information Exchange Model (NEIM) 2.0 Standard or greater.

A.9.2.2. **Development Languages:** The RMS must be developed in computer language supported by Microsoft .NET 3.5 framework, or its successor.

A.9.2.3. **Client:** Client based tools will be developed to function in a Microsoft Windows 7 and XP operating environment, and their successors. Any new or rewritten application will require that a service-level interface be added to provide mobile functionality. The mobile platforms to be supported include Android and iPhone.

A.9.2.4. **Browser Based Applications.** Browser based applications must be a minimum of Microsoft IE8 and must support all subsequent versions.

A.9.2.5. **Database Technology.** The RMS shall utilize Microsoft SQL 2008, or its successor.

A.9.2.6. **Componentized Functionality.** All software elements will be developed to be extendable components allowing the State to add increased functionality without requiring redevelopment of the other components. Future components can, and will, be developed through this contract by the State or other 3rd party vendors.

A.9.2.7. **Upgrades.** The upgrades specified below must be completed within 30 months of contract execution.

- The RMS System is currently SQL Server 2005. It must be upgraded to SQL Server 2010 or current state standard.
- The RMS System applications currently operate in a .NET 2.0 framework and must be upgraded to a .Net 3.5 or greater version that will provide for the most efficient operations of TITAN in a Windows environment. The upgrade level shall be mutually agreed upon between the Contractor and the State TITAN Business Unit Manager at the time of the upgrade.
- The client wizard applications must be upgraded /enhanced to a modern look.

A.9.3. Network Requirements. The State will be responsible for the providing network resources used by the RMS. The contractor must provide clear specifications of all network resources needed. The contractor must utilize network resources sufficient to meet the business need but not exceed what the State considers a reasonable amount of capacity. The state reserves the right to add, change, reconfigure, consolidate, or eliminate network resources at any time to meet the best interests of the State.

A.9.4. Security Requirements.

A.9.4.1. The RMS System shall comply with the State's Access Security policies.

A.9.4.2. The integrity of the information within the system shall be maintained at all times.

A.9.4.3. RMS security shall be compliant with all Tennessee information Security Policies. See Appendix E – *Technology Security Policy* for more information.



A.9.4.4. The State at its discretion may conduct a code review penetration testing and other security reviews prior to or after implementation in the production environment. The Contractor is required to fix any discrepancies identified by the State within an allotted time to be determined by the State.

A.9.4.5. Data Access.

A.9.4.5.1. The RMS shall provide the ability to designate certain records as confidential, with the ability to restrict access and/or provide an alert to a designated TDOSHS staff or group that the confidential record has been accessed.

A.9.4.5.2. The RMS shall provide the ability to block the full display of selected data elements (e.g., name, Date of Birth (DOB), Street name and number, Phone number, DL number, Plate number, VIN number, Trailer plate number, Trailer VIN number, those things listed in the Drivers' Privacy Protection Act (DPPA) rules) both online when viewed for public inspection and on reports when printed and sold.

A.9.4.6. Access Control.

A.9.4.6.1. The existing TITAN RMS has a user management component that manages customer access and access permissions for all users. TDOSHS TITAN Business Unit personnel manage this functionality. The RMS security is role based. The RMS user management component will allow an administrator to create and manage users, groups and roles within the RMS. Authorization requirement and functionality include:

1. A signed Memorandum of Understanding, which outlines transmittal requirements, between TDOSHS and an Agency or Department Authority must be obtained prior to installation and training.
2. A signed Security Agreement must be obtained from each Agency or Department user prior to account creation. The agreement contains the following:
 - Maintain confidentiality of information.
 - Safeguard and protect the information and computer resources.
 - To be used for authorized State of Tennessee business only.
 - Non-disclosure of any information.
 - Accountability and responsibility of all transactions.
 - Maintain all computer access codes in confidence.
 - Required to report any misuse to the state.
3. The ability to create, clone, suspend, and delete role based users or groups.
4. The ability to view and/or assign an individual user's complete rights including group membership's assignments.
5. The ability to view and/or assign an individual group's complete rights including the individual users assigned.
6. The ability to determine, configure, and establish the password minimum length, complexity, aging, reuse, and lockout.
7. The tracking of additions and changes to user permissions, including who made the change, when the change was made and/or what permissions changed. The RMS shall provide the ability to produce a report showing the changes.

A.9.5. Data Retention Requirements.

A.9.5.1. The system shall include sufficient storage to retain active information for nine (9) years + current and retrieve information and data within 5 seconds.

A.9.5.2. The system shall archive data greater than 10 years in compliance with TDOSHS Standards.



- A.9.5.3. The system must have the ability to retrieve the archived data within 15 minutes.
- A.9.5.4. Reformatting of some information may be necessary if: data is historic or in bad physical condition; records have a long retention period or high retrieval rate; they are needed by multiple users simultaneously; they have important research value; they are oversized or bulky; or they are stored separately for security reasons. All data reformatted must conform to standards currently supported by TDOSHS, i.e., Adobe Acrobat (.pdf), XML, XLS, any media (.JPEG) or video files, ZIP (.zip), Microsoft Outlook Exchange, and Microsoft Word (.doc), etc. The reformatting shall be approved by the State.
- A.9.5.5. The system shall comply with the State's Records Retention Regulations for archiving - Permanent data, retention periods, and retention considerations for Historical, Administrative, Legal, and Fiscal protocols.
- A.9.5.6. The system shall automatically prepare a listing of all information manually voided/disabled and all information automatically moved to archives or purged.
- A.9.5.7. The system shall comply with the State's Records Destruction Act for all records.
- A.9.5.8. The RMS System must be capable of storing scanned documents in electronic case files.

A.10. Liquidated Damages

In order to encourage adequate Contractor performance, the State may assess damage amounts, to be paid by the Contractor to the State, in the event of the Contractor's failure to perform as follows:

Metric	Damage Assessment Amount
1. Availability of Qualified Staff - Failure by the Contractor to provide qualified staff, for each work product.	\$1,000.00 per each failure event
2. Quality of Work - Failure by the Contractor to submit work products that are complete and substantially error free. "Complete and substantially error free" means that documents must be: (1) free of grammatical and formatting errors; (2) free of technical errors; (3) sufficiently comprehensive and detailed to serve the intended purpose.	For each work product 1st failure event: correct all errors/discrepancies in the deliverable(s) and resubmit them, at no additional cost to the State. Work to correct the failure must begin within two (2) days of the State's written notice to the Contractor of the failure. 2nd subsequent failure event(s) associated with the same work product – \$1,000.00 per each 2 nd failure event.
3. Continuity of Work - Failure by the Contractor to maintain sufficient documentation with regard to the Contractor's work to allow the State to use the documentation for audits.	\$1,000.00 per each failure event
4. Support - Failure to meet the requirements of Severity Level 1 and/or Severity Level 2 issues/support problems as noted in A.8.1.1.6.	\$1,000.00 per each failure event
5. Work Performance -Failure of the Contractor to meet any project deliverable according to the initial proposed Project Work Plan mutually agreed upon between the Contractor and the State.	\$1,000.00 per each failure event
6. Business Continuity – Failure of the Contractor to meet the system downtime and recovery requirements as noted in Section 6.6 A.8.4.	\$1,000.00 per hour for every over RTO \$1,000.00 per each failure event.



A.10.1. The damage assessments detailed above shall not apply if the Contractor demonstrates, and the State agrees, that the Contractor's failure to perform is the result of a failure on the part of the State to fulfill its obligations with regard to the work in question.

A.10.2. In the event that damages are assessed, the Contractor's payment to the State may be in the form of a credit against any amount owed by the State to the Contractor, or direct compensation to the State, at the State's sole discretion.

B. CONTRACT PERIOD. The Contract Period will not exceed 60 months. This Contract shall be effective for the period beginning May 2, 2013, and ending on May 1, 2018. The Contractor hereby acknowledges and affirms that the State shall have no obligation for services rendered by the Contractor which were not performed within this specified contract period.

C. PAYMENT TERMS AND CONDITIONS.

C.1. Maximum Liability. In no event shall the maximum liability of the State under this Contract exceed Five Million One Hundred Forty Thousand Dollars (\$5,140,000.00). The payment rates in section C.3 shall constitute the entire compensation due the Contractor for all service and Contractor obligations hereunder regardless of the difficulty, materials or equipment required. The payment rates include, but are not limited to, all applicable taxes, fees, overheads, and all other direct and indirect costs incurred or to be incurred by the Contractor.

The Contractor is not entitled to be paid the maximum liability for any period under the Contract or any extensions of the Contract for work not requested by the State. The maximum liability represents available funds for payment to the Contractor and does not guarantee payment of any such funds to the Contractor under this Contract unless the State requests work and the Contractor performs said work. In which case, the Contractor shall be paid in accordance with the payment rates detailed in section C.3. 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.

C.2. Compensation Firm. The payment rates and the maximum liability of the State under this Contract are firm for the duration of the Contract and are not subject to escalation for any reason unless amended.

C.3. Payment Methodology. The Contractor shall be compensated based on the payment rates herein for units of service authorized by the State in a total amount not to exceed the Contract Maximum Liability established in Contract section C.1.

C.3.1. The Contractor's compensation shall be contingent upon the satisfactory completion of units, milestones, or increments of service defined in Contract section A.

C.3.2. The Contractor shall be compensated for said units, milestones, or increments of service based upon the following payment rates:



*10% of the cost of each deliverable may be withheld until 60 days after full implementation at the discretion of the State.

Project Management		
Section A.7. Scope of Services		\$8,000.00 per Month
Payable upon the State's written approval		
New System Design, Development, Construction, Functional Pilot, Testing, Implementation, Training, and Warranty and Support		\$ 1,600,000
	100%	
Scope of Services Sections A.4.3, A.7.13.1, A.17.2.1	Delivery, Acceptance and the Fulfillment of the training requirement for the Court Document Reporting (CDR)	30% \$480,000
Scope of Services Sections A.4.4, A.7.13.1, A.17.2.1	Delivery, Acceptance and the Fulfillment of the training requirement for the Vehicle Identification Number (VIN)	1% \$16,000
Scope of Services Sections A.4.5, A.7.13.1, A.17.2.1	Delivery, Acceptance and the Fulfillment of the training requirement for the Dashboards/Enhanced Graphical Pictures for Incidents	5% \$80,000
Scope of Services Sections A.4.6, A.7.13.1, A.17.2.1	Delivery, Acceptance and the Fulfillment of the training requirement for the Reports and Extracts	5% \$80,000
Scope of Services Sections A.4.7, A.7.13.1, A.17.2.1	Delivery, Acceptance and the Fulfillment of the training requirement for the Account(s) Management	10% \$160,000
Scope of Services Sections A.4.8, A.7.13.1, A.17.2.1	Delivery, Acceptance and the Fulfillment of the training requirement for the Mobile Client Interface	15% \$240,000
Scope of Services Sections A.4.9, A.7.13.1, A.17.2.1	Delivery, Acceptance and the Fulfillment of the training requirement for the Table of Measures Form	1% \$16,000
Scope of Services Sections A.4.10, A.7.13.1, A.17.2.1	Delivery, Acceptance and the Fulfillment of the training requirement for the Suspicious Activity Report (SAR)	3% \$48,000
Scope of Services Sections A.4.11, A.7.13.1, A.17.2.1	Delivery, Acceptance and the Fulfillment of the training requirement for the E-Crash Short Form	5% \$80,000
Scope of Services Sections A.4.12, A.7.13.1, A.17.2.1	Delivery, Acceptance and the Fulfillment of the training requirement for the Overweight Assessment Form	1% \$16,000
Scope of Services Sections A.4.13, A.7.13.1, A.17.2.1	Delivery, Acceptance and the Fulfillment of the training requirement for the Public Access Portal	10% \$160,000
Scope of Services Sections A.4.14, A.7.13.1, A.17.2.1	Delivery, Acceptance and the Fulfillment of the training requirement for the Crash Instructional Manual	1% \$16,000
Scope of Services Sections A.4.15, A.7.13.1, A.17.2.1	Delivery, Acceptance and the Fulfillment of the training requirement for the Web User Tutorials	3% \$48,000
Scope of Services Sections A.4.16, A.7.13.1, A.17.2.1	Delivery, Acceptance and the Fulfillment of the training requirement for the New System Interfaces (TRS) - Crash and Citation New Development Training	10% \$160,000
Payable upon the State's written approval		
Deployment Services		
Section A.5. Scope of Services		\$8,333.33 per Month
User Support		
Section A.6. Scope of Services		\$2,666.66 per Month
Maintenance and Support of New and Existing Systems		
Section A.8. Scope of Services		\$40,000 per Month



Change Orders Section A.7.7.2. Scope of Services Payable upon the State's written approval	\$125.00 per Hour
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C.3.2.1 The Contractor shall be compensated for changes requested and performed pursuant to Section A.7.7.2., without a formal amendment of this contract based upon the payment rates as agreed pursuant to said Section A.7.7.2., PROVIDED THAT compensation to the Contractor for such "change order" work shall not exceed SEVEN PERCENT (7%) of the sum of milestone payment rates detailed in Section C.3.2., above (which is the total cost for the milestones and associated deliverables set forth in Contract A.) If, at any point during the Contract period, the State determines that the cost of necessary "change order" work would exceed said maximum amount, the State may amend this Contract to address the need.

The State will compensate the Contractor for Services upon the completion of each body of work detailed above as indicated by the State's written approval of all required tasks and deliverables. Each application and/or component outlined in Scope of Services Section A shall follow the phases outlined in Payment Methodology C.3.2. (With the exception of the Development Phase of the Overall Project Plans, this is paid in full within the first 60 days of the contract period). Reference Pro Forma Contract A.7.7.2.

C.3.3. The Contractor shall not be compensated for travel time to the primary location of service provision.

C.3.4. **System Infrastructure Impact (SII) Quantity Discrepancy Liability.** The State and the Contractor agree that, in order to efficiently implement and operate the system solution described herein, the State must procure and install hardware and software in the quantities given in Contract Attachment B – *Technical Infrastructure Hardware/Software List*.

In the event that the quantities given in Contract Attachment B – *Technical Infrastructure Hardware/Software List* are insufficient to support the efficient operation of the RMS and it becomes necessary, during the term of this Contract, for the State to procure, at the State's expense, additional hardware/software, as listed in Contract Attachment B – *Technical Infrastructure Hardware/Software List*, the Contractor shall be responsible for the full cost, at the rates currently available to the State, of any additional hardware/software and/or system usage fees (including additional monthly infrastructure charges) that must be purchased or assessed. Provided, however, that the Contractor's financial liability for the additional hardware/software and/or system usage fees shall be reduced if the Contractor demonstrates, and the State agrees, that the discrepancy was due to any of the following occurring during the term of the Contract:

- (1) Substantive change made by the State to the State's system requirements as originally stated in the RFP;
- (2) Substantive change made in the number of users of the system;
- (3) Substantive change made by the State to the volume of data stored on the system.

In the event that the Contractor is financially liable, such reimbursement to the State may be in the form of a credit against any amount owed by the State to the Contractor, or absent a sufficient amount owed by the State to offset the Contractor's liability, direct compensation to the State.

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

C.5. **Invoice Requirements.** The Contractor shall invoice the State only for accepted increments of service and for the amount stipulated in Contract section C.3, above, and present said invoices no more often than monthly, with all necessary supporting documentation, to:

Chris Osbourn
Traffic Safety Data Manager
TN Department of Safety



Research Planning and Development
1150 Foster Ave
Nashville, TN 37243

C.5.1. Each invoice shall clearly and accurately detail all of the following required information (calculations must be extended and totaled correctly).

C.5.1.1. Invoice Number (assigned by the Contractor).

C.5.1.2. Invoice Date.

C.5.1.3. Contract Number (assigned by the State).

C.5.1.4. Customer Account Name: TITAN Record Management System.

C.5.1.5. Customer Account Number (assigned by the Contractor to the above-referenced Customer).

C.5.1.6. Contractor Name.

C.5.1.7. Contractor Federal Employer Identification, Social Security, or Tennessee Edison Registration ID Number Referenced in Preamble of this Contract.

C.5.1.8. Contractor Contact for Invoice Questions (name, phone, and/or fax).

C.5.1.9. Contractor Remittance Address.

C.5.1.10. Description of Delivered Service.

C.5.1.11. Complete Itemization of Charges, which shall detail the following:

1. Service or Milestone Description (including name of application or component, Phase, & title as applicable) of each service invoiced.
2. Applicable Payment Rate (as stipulated in Contract Section C.3.).
3. Amount Due.
4. Total Amount Due for the invoice period.

C.5.2. The Contractor understands and agrees that an invoice under this Contract shall:

1. Include only charges for service described in Contract Section A and in accordance with payment terms and conditions set forth in Contract Section C.
2. Only be submitted for completed service and shall not include any charge for future work.
3. Not include sales tax or shipping charges.
4. Initiate the timeframe for payment (and any discounts) only when the State is in receipt of the invoice and the invoice meets the minimum requirements of this Contract 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 matter in relation thereto. A payment by the State shall not be construed as acceptance of any part of the work or service 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 theretofore made which are determined by the State, on the basis of audits conducted in accordance with the terms of this Contract, not to constitute proper remuneration for compensable services.



- 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, which 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 documentation properly completed.
- C.9.1.** The Contractor shall complete, sign, and present to the State an "Authorization Agreement for Automatic Deposit (ACH Credits) Form" provided by the State. By doing so, the Contractor acknowledges and agrees that, once said form is received by the State, all payments to the Contractor, under this or any other contract the Contractor has with the State of Tennessee shall be made by Automated Clearing House (ACH).
- C.9.2.** The Contractor shall complete, sign, and present to the State a "Substitute W-9 Form" provided by the State. The taxpayer identification number detailed by said form must agree with the Contractor's Federal Employer Identification Number or Tennessee Edison Registration ID referenced in this Contract.

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 State may terminate this Contract without cause for any reason. Said termination shall not be deemed a breach of contract by the State. The State shall give the Contractor at least thirty (30) days written notice before the effective termination date. The Contractor shall be entitled to compensation for satisfactory, authorized service completed as of the termination date, but in no event shall the State be liable to the Contractor for compensation for any service which has not been rendered. Upon such termination, the Contractor 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 the Contractor fails to properly perform its obligations under this Contract in a timely or proper manner, or if the Contractor violates any terms of this Contract, the State shall have the right to immediately terminate the Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the above, the Contractor shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Contract by the Contractor.
- D.5. Subcontracting.** The Contractor shall not 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 State. If such subcontracts are approved by the State, each shall contain, at a minimum, sections of this Contract below pertaining to "Conflicts of Interest," "Nondiscrimination," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Contractor shall be the prime contractor and shall be responsible for all work performed.
- D.6. Conflicts of Interest.** The Contractor warrants that no part of the total Contract 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 Contractor in connection with any work contemplated or performed relative to 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 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 months has been, an employee of the State of Tennessee.

- D.7. 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, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law. The Contractor shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.8. Prohibition of Illegal Immigrants.** The requirements of Tennessee Code Annotated, Section 12-4-124, et seq., 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 hereby attests, certifies, warrants, and assures that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this Contract. The Contractor shall reaffirm this attestation, in writing, by submitting to the State a completed and signed copy of the document at Attachment A-1, hereto, semi-annually during the period of this Contract. Such 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 period of this Contract, 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 relative to this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant to perform work relative to this Contract. Attestations obtained from such 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. Said 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 Tennessee Code Annotated, Section 12-4-124, et seq., for acts or omissions occurring after its effective date. This law requires the Commissioner of Finance and Administration to prohibit a contractor from contracting with, or submitting an offer, proposal, or bid to contract with the State of Tennessee to supply goods or services for a period of one year after a contractor is discovered to have knowingly used the services of illegal immigrants during the performance of this Contract.
 - e. For purposes of this Contract, "illegal immigrant" shall be defined as any person who is not either a United States citizen, a Lawful Permanent Resident, or a person whose physical presence in the United States is authorized or allowed by the federal Department of Homeland Security and who, under federal immigration laws and/or regulations, is authorized to be employed in the U.S. or is otherwise authorized to provide services under the Contract.
- D.9. Records.** The Contractor shall maintain documentation for all charges under this Contract. The books, records, and documents of the Contractor, insofar as they relate to work performed or money received under this Contract, shall be maintained for a period of three (3) 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.10. Prevailing Wage Rates.** All contracts for construction, erection, or demolition or to install goods or materials that involve the expenditure of any funds derived from the State require compliance with the prevailing wage laws as provided in *Tennessee Code Annotated*, Section 12-4-401, *et seq.*.
- D.11. 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.12. Progress Reports.** The Contractor shall submit brief, periodic, progress reports to the State as requested.
- D.13. 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.14. Independent Contractor.** The parties hereto, in the performance of this Contract, shall not act as employees, partners, joint ventures, 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.
- The Contractor, being an independent contractor and not an employee of the State, agrees to carry adequate public liability and other appropriate forms of insurance, including adequate public liability and other appropriate forms of insurance on the Contractor's employees, and to pay all applicable taxes incident to this Contract.
- D.15. State Liability.** The State shall have no liability except as specifically provided in this Contract.
- D.16. 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.17. State and Federal Compliance.** The Contractor shall comply with all applicable State and Federal laws and regulations in the performance of this Contract.
- D.18. Governing Law.** This Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The Contractor 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 Contractor 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.19. 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, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.



D.20. 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 hereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this Contract are declared severable.

D.21. Headings. Section headings of this Contract are for reference purposes only and shall not be construed as part of this Contract.

E. SPECIAL TERMS AND CONDITIONS:

E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Contract, these special terms and conditions shall control.

E.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. Any such communications, regardless of method of transmission, shall be addressed to the respective party at the appropriate mailing address, facsimile number, or EMAIL address as set forth below or to that of such other party or address, as may be hereafter specified by written notice.

The State:

Tennessee Department of Safety and Homeland Security
Chris Osbourn – Traffic Safety Data Manager
1150 Foster Avenue Nashville, TN 37243
Christopher Osbourn
Telephone # 615-743-3901
FAX # 615-532-8136

The Contractor:

David Kaelin - President
Appriss, Inc.
10401 Linn Station Road
Louisville, Kentucky 40223
dkaelin@appriss.com
Telephone # 866-277-7477
FAX # 502-561-1825

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

E.3. Subject to Funds Availability. The Contract is subject to the appropriation and availability of State and/or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate the Contract upon written notice to the Contractor. Said termination shall not be deemed a breach of Contract by the State. Upon receipt of the written notice, the Contractor shall cease all work associated with the Contract. Should such an event occur, the Contractor shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Contractor shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.



E.4. Tennessee Consolidated Retirement System. The Contractor acknowledges and understands that, subject to statutory exceptions contained in Tennessee Code Annotated, Section 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 pursuant to Tennessee Code Annotated, Title 8, Chapter 35, Part 3 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 period of this Contract.

E.5. Insurance. The Contractor shall carry adequate liability and other appropriate forms of insurance.

E.5.1. The Contractor shall maintain, at minimum, the following insurance coverage:

1. Workers' Compensation/ Employers' Liability (including all states coverage) with a limit not less than the relevant statutory amount or one million dollars (\$1,000,000) per occurrence for employers' liability whichever is greater.
2. Comprehensive Commercial General Liability (including personal injury & property damage, premises/operations, independent contractor, contractual liability and completed operations/products) with bodily injury/property damage combined single limit not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate.
3. Automobile Coverage (including owned, leased, hired, and non-owned vehicles) with a bodily injury/property damage combined single limit not less than one million dollars (\$1,000,000) per occurrence.
4. Professional Malpractice Liability with a limit of not less than one million dollars (\$1,000,000) per claim and two million dollars (\$2,000,000) aggregate.

E.5.2. At any time State may require the Contractor to provide a valid Certificate of Insurance detailing Coverage Description; Insurance Company & Policy Number; Exceptions and Exclusions; Policy Effective Date; Policy Expiration Date; Limit(s) of Liability; and Name and Address of Insured. Failure to provide required evidence of insurance coverage shall be a material breach of this Contract.

E.6. 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 shall be regarded as confidential information in accordance with the provisions of applicable state and federal law, state and federal rules and regulations, departmental policy, and ethical standards. Such confidential information shall not be disclosed, and all necessary steps shall be taken by the Contractor to safeguard the confidentiality of such material or information in conformance with applicable state and federal law, state and federal rules and regulations, departmental policy, and ethical standards.

The Contractor's obligations under this section do not apply to information in the public domain; entering the public domain but not from a breach by the Contractor of this Contract; previously possessed by the Contractor without written obligations to the State to protect it; acquired by the Contractor without written restrictions against disclosure from a third party which, to the Contractor's knowledge, is free to disclose the information; independently developed by the Contractor without the use of the State's information; or, disclosed by the State to others without restrictions against disclosure. Nothing in this paragraph shall permit Contractor to disclose any information that is confidential under federal or state law or regulations, 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.

It is expressly understood and agreed the obligations set forth in this section shall survive the termination of this Contract.



- E.7. HIPAA Compliance.** The State and Contractor shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and its accompanying regulations.
- E.7.1. Contractor warrants to the State that it is familiar with the requirements of HIPAA and its accompanying regulations, and will comply with all applicable HIPAA requirements in the course of this Contract.
- E.7.2. Contractor warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by HIPAA and its regulations, in the course of performance of the Contract so that both parties will be in compliance with HIPAA.
- E.7.3. The State and the Contractor will sign documents, including but not limited to business associate agreements, as required by HIPAA and that are reasonably necessary to keep the State and Contractor in compliance with HIPAA. This provision shall not apply if information received by the State under this Contract is NOT "protected health information" as defined by HIPAA, or if HIPAA permits the State to receive such information without entering into a business associate agreement or signing another such document.
- E.8. State Ownership of Work Products.** The State shall have ownership, right, title, and interest, including ownership of copyright, in all work products, including computer source code, created, designed, developed, derived, documented, installed, or delivered under this Contract subject to the next subsection and full and final payment for each "Work Product." The State shall have royalty-free and unlimited rights and license to use, disclose, reproduce, publish, distribute, modify, maintain, or create derivative works from, for any purpose whatsoever, all said Work Products.
- E.8.1. To the extent that the Contractor uses any of its pre-existing, proprietary or independently developed tools, materials or information ("Contractor Materials"), the Contractor shall retain all right, title and interest in and to such Contractor Materials, and the State shall acquire no right, title or interest in or to such Contractor Materials EXCEPT the Contractor grants to the State an unlimited, non-transferable license to use, copy and distribute internally, solely for the State's internal purposes, any Contractor Materials reasonably associated with any Work Product provided under the Contract.
- E.8.2. The Contractor shall furnish such information and data as the State may request, including but not limited to computer code, that is applicable, essential, fundamental, or intrinsic to any Work Product and Contractor Materials reasonably associated with any Work Product, in accordance with this Contract and applicable state law.
- E.8.3. Nothing in this Contract shall prohibit the Contractor's use for its own purposes of the general knowledge, skills, experience, ideas, concepts, know-how, and techniques obtained and used during the course of providing the services requested under this Contract.
- E.8.4. Nothing in the Contract shall prohibit the Contractor from developing for it, or for others, materials which are similar to and/or competitive with those that are produced under this Contract.
- E.9. Ownership of Software and Work Products.**
- E.9.1. Definitions.**
- E.9.1.1. "Contractor-Owned Software," which shall mean commercially available software the rights to which are owned by Contractor, including but not limited to commercial "off-the-shelf" software which is not developed using State's money or resources.
- E.9.1.2. "Custom-Developed Application Software," which shall mean customized application software developed by Contractor solely for State.
- E.9.1.3. "Rights Transfer Application Software," which shall mean any pre-existing application software owned by Contractor or a third party, provided to State and to which Contractor will grant and assign, or will facilitate the granting and assignment of, all rights, including the source code, to State.
- E.9.1.4. "Third-Party Software," which shall mean software not owned by the State or the Contractor.



- E.9.1.5. "Work Product," which shall mean all deliverables exclusive of hardware, such as software, software source code, documentation, planning, etc., that are created, designed, developed, or documented by the Contractor for the State during the course of the project using State's money or resources, including Custom-Developed Application Software. If the system solution includes Rights Transfer Application Software, the definition of Work Product shall also include software.
- E.9.2. Rights and Title to the Software.**
- E.9.2.1. All right, title and interest in and to the Contractor-Owned Software shall at all times remain with Contractor, subject to any license granted herein.
- E.9.2.2. All right, title and interest in and to the Work Product, and to modifications thereof made by State, including without limitation all copyrights, patents, trade secrets and other intellectual property and other proprietary rights embodied by and arising out of the Work Product, shall belong to State. To the extent such rights do not automatically belong to State, Contractor hereby assigns, transfers, and conveys all right, title and interest in and to the Work Product, including without limitation the copyrights, patents, trade secrets, and other intellectual property rights arising out of or embodied by the Work Product. Contractor shall execute any other documents that State or its counsel deem necessary or desirable to document this transfer and/or allow State to register its claims and rights to such intellectual property rights or enforce them against third parties, and Contractor shall cooperate fully in the foregoing endeavors.
- E.9.2.3. All right, title and interest in and to the Third-Party Software shall at all times remain with the third party, subject to any license granted thereby.
- E.9.3.** Nothing in this Contract shall prohibit the Contractor's use for its own purposes of the general knowledge, skills, experience, ideas, concepts, know-how, and techniques obtained and used during the course of providing the services requested under this Contract.
- E.9.4.** Nothing in the Contract shall prohibit the Contractor from developing for itself, or for others, materials which are similar to and/or competitive with those that are produced under this Contract.
- E.10. 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.
- E.10.1. This Contract document with any Attachments or exhibits (excluding the items listed at subsections b. through e., below);
- E.10.2. Any clarifications of or addenda to the Contractor's proposal seeking this Contract;
- E.10.3. The State solicitation, as may be amended, requesting proposals in competition for this Contract;
- E.10.4. Any technical specifications provided to proposers during the procurement process to award this Contract;
- E.10.5. The Contractor's proposal seeking this Contract.
- E.11. Prohibited Advertising.** The Contractor shall not refer to this Contract or the Contractor's relationship with the State hereunder in commercial advertising in such a manner as to state or imply that the Contractor or the Contractor's services are endorsed. It is expressly understood and agreed that the obligations set forth in this section shall survive the termination of this Contract in perpetuity.
- E.12. 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:
- E.12.1.1 Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;



E.12.2. 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 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;

E.12.3. 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

E.12.4. 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 or disqualified.

E.13. 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 proposal responding to RFP-34901-00121 (RFP Attachment 6.2 – Section B.15) 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 quarterly report of participation in the performance of this Contract by small business enterprises and businesses owned by minorities, women, and persons with a disability. Such reports shall be provided to the state of Tennessee Governor's Office of Diversity Business Enterprise in form and substance as required by said office.

E.14. Performance Bond. The Contractor shall provide to the State a performance bond guaranteeing full and faithful performance of all undertakings and obligations under this Contract and in the amount equal to Five Hundred Thousand Dollars (\$500,000.00). The Contractor shall submit the bond no later than the day immediately preceding the Contract start date and in the manner and form prescribed by the State (Section 1.- 1.10), and the bond shall be issued through a company licensed to issue such a bond in the state of Tennessee. The performance bond shall guarantee full and faithful performance of all undertakings and obligations under this Contract for:

- a. the Contract term and all extensions thereof;
- b. A performance bond for the first, twelve (12) calendar months of the Contract in the amount detailed above, and, thereafter, a new or re-issued performance bond in the amount detailed above covering each subsequent twelve (12) calendar month period of the Contract. (In which case, the Contractor must provide the new (or re-issued) performance bonds to the State no later than thirty (30) days preceding each subsequent period of the Contract to be covered by the new (or re-issued) bond.)

Failure to provide to the State the performance bond(s) as required herein prior to the Contract start date and, as applicable, no later than December 10th preceding each calendar year period covered beginning on January 1st of each year, shall result in contract termination. The Contractor understands that the stated amount of the performance bond required hereunder shall not be reduced during the contract period for any reason.



E.15. Copyrights and Patents. 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 for infringement of any laws regarding patents or copyrights which may arise from the Contractor's performance of this Contract. In any such action brought against the State, the Contractor shall satisfy and indemnify the State for the amount of any final judgment for infringement. The Contractor further agrees it shall be liable for the reasonable fees of attorneys for the State in the event such service is necessitated to enforce the terms of this Contract or otherwise enforce the obligations of the Contractor to the State. The State shall give the Contractor written notice of any such claim or suit and full right and opportunity to conduct the Contractor's own defense thereof.

E.16. 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 in the event such service is necessitated to enforce the terms of this Contract or otherwise enforce the obligations of the Contractor to the State.

In the event of any such suit or claim, the Contractor shall give the State immediate notice thereof and shall provide all assistance required by the State in the State's defense. The State shall give the Contractor written notice of any such claim or suit, and the Contractor shall have full right and obligation to conduct the Contractor's own defense thereof. Nothing contained herein shall be deemed to accord to the Contractor, through its attorney(s), the right to represent the State of Tennessee in any legal matter, such rights being governed by TCA, Section 8-6-106.

E.17. Partial Takeover. The State may, at its convenience and without cause, exercise a partial takeover of any service which the Contractor is obligated to perform under this Contract, including but not limited to any service which is the subject of a subcontract between Contractor and a third party, although the Contractor is not in breach (hereinafter referred to as "Partial Takeover"). Said Partial Takeover shall not be deemed a Breach of Contract by the State. Contractor shall be given at least 30 days prior written notice of said Partial Takeover with said notice to specify the area(s) of service the State will assume and the date of said assumption.

Any Partial Takeover by the State shall not alter in any way Contractor's other obligations under this Contract. The State may withhold from amounts due the Contractor the amount the Contractor would have been paid to deliver the service as determined by the State. The amounts shall be withheld effective as of the date the State assumes the service. Upon Partial Takeover, the Contractor shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.



E.18. Unencumbered Personnel. All persons assigned by the Contractor to perform services for the State under this Contract, whether they are employees, agents, subcontractors, or principals of the Contractor, shall not be subject to any employment contract or restrictive covenant provisions which would preclude those persons from performing the same or similar services for the State after the termination of this Contract, either as a State employee, an independent contractor, or an employee, agent, subcontractor or principal of another contractor with the State. If the Contractor provides the State with the services of any person subject to a restrictive covenant or contractual provision in violation of this provision, any such restrictive covenant or contractual provision will be void and unenforceable, and the Contractor will pay the State and any person involved all of its expenses, including attorney's fees, caused by attempts to enforce such provisions.

IN WITNESS WHEREOF,

APPRISS INC.:

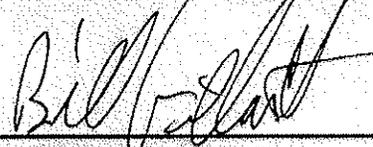
 5/2/2013

CONTRACTOR SIGNATURE **DATE**

David B. Kaelin - President

PRINTED NAME AND TITLE OF CONTRACTOR SIGNATORY (above)

DEPARTMENT OF SAFETY AND HOMELAND SECURITY:

 5-3-13

BILL GIBBONS, COMMISSIONER **DATE**



ATTESTATION RE PERSONNEL USED IN CONTRACT PERFORMANCE

SUBJECT CONTRACT NUMBER:	36153
CONTRACTOR LEGAL ENTITY NAME:	Appriss, Inc.
FEDERAL EMPLOYER IDENTIFICATION NUMBER: (or Social Security Number)	61-1371324

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. If said individual is not the chief executive or president, this document shall attach evidence showing the individual's authority to contractually bind the Contractor.

David B. Kaelin - President

PRINTED NAME AND TITLE OF SIGNATORY

5/2/2013

DATE OF ATTESTATION



Service Level Agreement



TITAN Service Level Agreement

I. General Information

This service level agreement has been written for the state of Tennessee Department of Safety & Homeland Security (TDOSHS) for the Tennessee Integrated Traffic Analysis Network (TITAN) application. It outlines the technology support provided by the Contractor to the State and TITAN Participating Agencies. This document focuses on delivery and installation of the TITAN system, interfaces, and support. It outlines the procedures to be followed for requests and problems that are reported.

Parties Involved:

- TDOSHS Research, Planning & Development (RP&D) - TITAN Business Unit
- All participating agencies/clerks utilizing TITAN
- The Contractor providing support service for the TITAN applications and components.
- External System Interfaces

II Technology Support Products and Services

Hours of Operation

Assistance will normally be available from 7:00 AM to 4:30 PM CST, Monday through Friday, except when TDOSHS is closed due to holidays, administrative closings, or inclement weather.

Contact Information

To report problems or request services for technology support to the State

Phone: 1-866-468-4587

Email: titan.safety@tn.gov

Web forms: <http://titan.safety.state.tn.us>

To report problems or request services for technology support to Appriss, Inc.

Phone: 1-866-495-4206

Email: pimssupport@appriss.com

TDOSHS has the option to place service requests and report problems via telephone, email, and submitting a web form to the Contractor.



Critical or very important requests* (as outlined below) should always be phoned in to the Contractor Help Desk. All requests and problems are recorded in a database that is used to log reported issues. Calls will be escalated to the proper Contractor Solution member.

Priorities and Response Times

The Contractor and State will use the following guidelines in prioritizing requests and will strive to resolve the problem within the target timeframe. Actual resolutions may be shorter or longer depending on the volume of requests at any one time. A minimum of 80% of all requests shall be satisfied within the target periods.

When the resolution to a submitted support item requires code modification/testing or other development resources, expected timeframes are based on the severity level of the issue as mutually accepted by the Contractor and the TITAN development teams. The table below reflects the timelines and standards by which the Contractor will resolve externally reported defects (bugs).

Priority	Criteria	Response Time	Completion Time
Critical	A major issue where a large piece of core functionality or major system component is broken, causing data corruption or preventing or significantly inhibiting the user from performing core business functions with no reasonable workaround. i.e., Server down, Users unable to login.	1 hour from initial email or call notification from State.	Within 8 hours.
High	An issue where a large piece of extended functionality or system component is not working properly, inhibiting the user from performing a core business function. A reasonable workaround exists. User can continue performing core business function in spite of the issue, albeit not in an optimal fashion.	Within 4 hours of notification.	Within 24 hours.
Medium	An issue which does not inhibit the user from performing a core business functions, or for which there is an acceptable and easily reproducible workaround.	Within 8 hours of notification.	Within 2 business days
Low	An issue such as language, text, spelling or other matters that need to be 'fixed' as determined by the TITAN Manager, and will not inhibit a user from performing a core business function.	Within 24 hours of notification.	Within 2-3 business days. Extended time must be approved in writing by TITAN Manager

**The resolution time frame begins when the Contractor and State confirms the issue reported is a defect.*



III Support Procedures

The State will provide a list of persons authorized to contact the Contractor Support Team.

State authorized persons who contact the Contractor Help Desk for support need to provide the following information:

- Agency name, individual full name , phone number, location, office hours
- Provide a clear description of the problem
- Provide one contact and alternate contact person's name and phone number

Guidelines:

1. When reporting issues that are Critical or High severity level, the State will submit the details of the issue via the contractor support site, and immediately follow-up with a phone call to the Contractor Help Line to ensure that the issue is qualified properly and determine an appropriate plan of action.
2. Expected resolution timelines are highly dependent upon the type of issue, proper qualification of the issue, accuracy of incident severity and the action necessary to resolve the issue.
3. Issue requiring in-depth investigation or escalation services may require additional time and resources to successfully demine a resolution to the issue. Similarly, issues requiring clarification, access to or additional information from the reporting user will affect resolution timelines based on the timely, accurate and clarity of the information received from the user. In these cases a reported issue may have a status of 'Pending User Input', 'Pending Qualification', or 'Pending Verification' and will be identified as awaiting additional action or information from the user.
4. Any issue requiring code modification (bug fixes, enhancements, etc.) and testing will follow alternate resolution timelines based on the severity level of the issue as accepted by the State and the Contractor development team.

Support Services

The Contractor will provide support for the TITAN Client Software. The Contractor will not perform hardware or software maintenance on printers and scanners.

Contractor services may be available for consultations on purchasing hardware for local agencies on a limited basis. All requests for consultation must be submitted through the TITAN Business Unit Manager.

Fully Supported

The Contractor will install the TITAN system at no charge to local law enforcement departments/agencies. The Contractor will also troubleshoot and provide limited assistance on how to use the TITAN System. For Training assistance on how to expand the use of TITAN, users may submit a request through titan.safety@tn.gov.



Installation Only

The Contractor will provide the initial install of the TITAN client to local agencies or TITAN software to court clerk offices.

The Contractor will be responsible for the delivery of the TITAN program only after appropriate approvals have been received by the State. (MOU, TITAN User Agreement, Security Agreement, Agency SLA).

Installation of the TITAN system will be in accordance with the TITAN Client installation manual(s) posted in the TITAN Client portfolio documents located at:
http://titan.safety.state.tn.us/TITAN/Public/Docs/Titan_Portfolio.pdf

At no time will the Contractor or State perform work on hardware or software beyond local systems protection protocols (firewall, internet) in order to deliver, implement, or fix problems that are determined to be outside the TITAN system operating environment.

Authorized written approval between the State, Contractor, and local agency/clerk must be obtained prior to work beyond protections is performed.

Nothing in this SLA prohibits the Contractor from engaging with local agencies or court clerk's in order to deliver services.

Third Party Software

The Contractor will work with third party vendors to assist with the interface and exchange of information from the third party system into the TITAN repository.

The Vendor will work with third party contractor or software packages that accompany the TITAN client to ensure the operational stability of the applications or components. I.e. Easy Street Draw, Mapping components.

All third party data submissions must be tested and approved in writing by the TDOSHS Research Planning and Development TITAN Business Unit.

Interfaces

TDOSHS Driver History File – This system interface will provide the state driver history file with information from the TITAN system. The interface will pass action codes from crashes, citations, and court documents that are used by the driver history files to determine how the State will respond to each court action, such as assigning driver improvement points.

National Crime Information Center (NCIC) - This system interface will provide for an on-line, near real time, process for accessing vehicle and individual information for the completion of TITAN reports. This information is used for identity verification, wants, warrants, or persons / locations / items of interest.



TN Fusion Center – This system interface will provide for the exchange of Suspicious Activity Report (SAR) report information.

Tennessee Bureau of Investigation (TBI) - This system interface will provide for the exchange and relay of information in order to maintain near real-time information about individuals/vehicles/locations for TITAN users.

Criminal Justice Information System (CJIS) - This system interface will provide for the exchange of information contained in the CJIS portal to TITAN authorized users.

Federal Motor Carrier Safety Administration (FMCSA) – This system interface will provide for the exchange of information contained in the crash report and is reportable to the Motor Carrier Management Information System (MCMIS) through the State SafetyNet database.

Local Law Enforcement Agency Systems - This system interface will provide for the submission of information into the TITAN repository that is collected by agencies/departments utilizing a system other than TITAN.

Local Court Clerk Systems - This system interface will provide for the submission of information into the TITAN repository that is collected by Court Clerks utilizing a system other than TITAN.



Technical Infrastructure Hardware / Software List.

Listed below are the selected Hardware / Software required to implement / operate the System Solution that the State will purchase.

Selected Hardware / Software for the Proposed System Solution					
SERVERS	Development Server Quantity	Test Server Quantity	QA / Training Server Quantity	Production Server Quantity	DR Server Quantity
LEVEL 1 SERVER	1	1	1		
Specs:					
Processor -2 Core (Based on Intel 2.6 GHz Proc.)					
Max Memory - 4 GB RAM					
Maintenance - 5 years maintenance & support					
SERVERS	Development Server Quantity	Test Server Quantity	QA / Training Server Quantity	Production Server Quantity	DR Server Quantity
LEVEL 5 SERVER				1	1
Specs:					
Processor -8 Core (Based on Intel 2.6 GHz Proc.)					
Max Memory - 64 GB RAM					
Maintenance - 5 years maintenance & support					
DATABASE	Development Server Quantity	Test Server Quantity	QA / Training Server Quantity	Production Server Quantity	DR Server Quantity
SQL					
Number of Core Licenses Required	1	1	1	1	1
Maintenance - 5 years maintenance & support					
STORAGE	Development Terabyte Quantity	Test Terabyte Quantity	QA / Training Terabyte Quantity	Production Terabyte Quantity	DR Terabyte Quantity
1 TB NAS Storage					
Number of terabytes required	0.1	0.1	0.1	2	2
Maintenance - 5 years maintenance & support					



Appendix A

Tennessee County and City Listing

County Code	County Name	City Name
01	Anderson	Andersonville
		Briceville
		Claxton
		Clinton
		Lake City
		Norris
		Oak Ridge
		Oliver Springs
		South Clinton
02	Bedford	Bell buckle
		Normandy
		Shelbyville
		Unionville
		Wartrace
03	Benton	Big Sandy
		Camden
		Eva
		Faxon
		Holladay
04	Bledsoe	Pikeville
05	Blount	Alcoa
		Eagleton Village
		Friendsville
		Louisville
		Maryville
		Mentor
		Plainfield
		Rockford
		Singleton
		Tallahassee
Townsend		
Walland		
06	Bradley	Charleston
		Cleveland
		East Cleveland
		McDonald

County Code	County Name	City Name
44	Jackson	Gainesboro
		Granville
		Whitleyville
45	Jefferson	Baneberry
		Dandridge
		Jefferson City
		New Market
		Strawberry Plains
		Talbott
		White Pine
46	Johnson	Butler
		Laurel Bloomery
		Mountain City
		Neva
		Shady Valley
		Trade
47	Knox	Concord
		Corryton
		Farragut
		Heiskell
		Knoxville
		Mascot
		Powell
48	Lake	Ridgely
		Tiptonville
		Wynnburg
49	Lauderdale	Fort Pillow
		Gates
		Halls
		Henning
		Ripley



07	Campbell	Caryville
		Duff
		Elk Valley
		Habersham
		Jacksboro
		Jellico
		LaFollette
		Morley
08	Cannon	Auburntown
		Bradyville
		Readyville
		Woodbury
09	Carroll	Atwood
		Bruceston
		Buena Vista
		Cedar Grove
		Clarksburg
		Hollow Rock
		Huntingdon
		Lavinia
		Leach
		McKenzie
		McLemoresville
		Trezevant
		Vale
Westport		
Yuma		
10	Carter	Elizabethton
		Hampton
		Johnson City
		Miligan Collage
		Roan Mountain
		Siam
		Watauga
11	Cheatham	Ashland City
		Champmansboro
		Kingston Springs
		Pegram
		Pleasant View
12	Chester	Enville

50	Lawrence	Ethridge
		Five Points
		Iron City
		Lawrenceburg
		Leoma
		Loretto
		Saint Joseph
		Summertown
51	Lewis	Hohenwald
		Kimmins
52	Lincoln	Dellrose
		Elora
		Fayetteville
		Flintville
		Howell
		Kelso
53	Loudon	Mulberry
		Petersburg
		Taft
		Erie
		Greenback
54	McMinn	Lenoir City
		Loudon
		Philadelphia
		Athens
		Calhoun
		Englewood
		Etowah
Niota		
Riceville		
55	McNairy	Actor Hill



		Henderson
		Jacks Creek
		Milledgeville
		Silerton
13	Claiborne	Arthur
		Clairfield
		Cumberland Gap
		Eagan
		Harrogate
		Lone Mountain
		New Tazewell
		Pruden
		Shawanee
		Speedwell
		Tazewell
14	Clay	Celina
		Dale Hollow
		Moss
15	Cocke	Bybee
		Cosby
		Del Rio
		Hartford
		Newport
		Parrottsville
16	Coffee	Arnold A F Station
		Beech Grove
		Hillsboro
		Manchester
		Summitville
		Tullahoma
17	Crockett	Alamo
		Bells
		Crockett mills
		Friendship
		Fruitvale
		Gadsden
		Maury City
18	Cumberland	Crab Orchard
		Crossville
		Fairfield Glade

		Adamsville
		Bethel Springs
		Chewalla
		Eastview
		Enville
		Finger
		Guys
		Leapwood
		McNairy
		Michie
		Milledgeville
		Ramer
		Selmer
		Stantonville
56	Macon	Lafayette
		Red Boiling Springs
57	Madison	Adair
		Beech Bluff
		Bemis
		Denmark
		Jackson
		Malesus
		Mendon
		Mercer
		Oakfield
		Pinson
		Spring Creek
58	Marion	Guild
		Jasper
		Kimball
		Monteagle
		New Hope
		Orme
		Powell's Crossroads
		Richard City
		Sequatchie
		South Pittsburg
		Whiteside
		Whitwell
59	Marshall	Belfast
		Chapel Hill
		Cornersville



		Mayland
		Ozone
		Pleasant Hill
19	Davidson	Antioch
		Belle Meade
		Bellevue
		Berry Hill
		Donelson
		Edenwold
		Forest Hills
		Goodlettsville
		Hermitage
		Inglewood
		Joelton
		Lakewood
		Madison
		Nashville
		Oak Hill
		Old Hickory
		Providence
		Ridgetop
		Whites Creek
20	Decatur	Bath Springs
		Decaturville
		Parsons
		Scotts Hill
		Sugar Tree
21	DeKalb	Alexandria
		DOWELLTOWN
		Liberty
		Smithville
22	Dickson	Burns
		Charlotte
		Colesburg
		Cumberland Furnace
		Dickson
		Slayden
		Tennessee City
		Vanleer
		White Bluff
23	Dyer	Bogata
		Dyersburg
		Finley
		Fowlkes
		Lane

		Holland
		Lewisburg
		Mooreville
		Petersburg
60	Maury	Columbia
		Culleoka
		Hampshire
		Mount Pleasant
		Santa Fe
		Spring Hill
		Williamsport
61	Meigs	Decatur
		Ten Mile
62	Monroe	Coker Creek
		Madisonville
		Mount Vernon
		Sweetwater
		Tellico Plains
		Vonore
63	Montgomery	Clarksville
		Cunningham
		Fort Campbell
		Palmyra
		St Bethlehem
		Southside
		Woodlawn
64	Moore	Lynchburg
65	Morgan	Coalfield
		Deer Lodge
		Lancing
		Oakdale
		Oliver Springs
		Petros
		Rugby
		Sunbright
		Wartburg
66	Obion	Elbridge
		Hornbeak
		Kenton
		Obion
		Rives



		Pelham
		Tracy City
32	Hamblen	Lowland
		Morristown
		Russellville
		Whitesburg
33	Hamilton	Apison
		Bakewell
		Birchwood
		Chattanooga
		Collegedale
		East Ridge
		Georgetown
		Harrison
		Hixson
		Lakesite
		Lookout Mountain
		Lupton City
		Ooltewah
		Red Bank
		Ridgeside
		Sale Creek
		Shepherd
		Signal Mountain
		Soddy-Daisy
		Tiftona
		Tyner
		Walden
		Wauhatchie
34	Hancock	Kyles Ford
		Sneedville
		Treadway
35	Hardeman	Bolivar
		Grand Junction
		Hickory Valley
		Hornsby
		Middleton
		Pocahontas
		Saulsberry
		Silerton
		Toone

79	Shelby	Arlington
		Bartlett
		Brunswick
		Capleville
		Collierville
		Cordova
		Eads
		Ellandale
		Germantown
		Lakeland
		Lucy
		Memphis
		Millington
		Raleigh
		Rosemark
		Whitehaven
80	Smith	Brush Creek
		Carthage
		Chestnut Mound
		Dixon Springs
		Elmwood
		Gordonsville
		Hickman
		Lancaster
		Monoville
		New Middleton
		Pleasant Shade
		Riddleton
		South Carthage
81	Stewart	Big Rock
		Bumpus Mills
		Cumberland City
		Dover
		Fort Campbell
		Indian Mound
82	Sullivan	Blountville
		Bluff City
		Bristol
		Kingsport
		Long Island
		Lynn Garden
		Piney Flats
83	Sumner	Bethpage



Appendix B

Tennessee Court Clerk Information
Municipal Clerks of Court Information

LAST NAME	FIRST NAME	COUNTY	TYPE CLERK	MUN_CITY	ADDRESS	CITY	ST	ZIP
Landsee	Diane	Shelby	City Clerk/General Sessions Clerk	Millington	7950 Memphis Avenue, Suite 2	Millington	TN	38053
Ingram	Kathy A.	Marshall	City Clerk/General Sessions Clerk	Lewisburg	101 Water Street	Lewisburg	TN	37091
Wilburn	Jim	Loudon	City Court Clerk	Lenoir City	600 East Broadway	Lenoir City	TN	
Roberts	Jason	Dyer	City Court Clerk	Newbern	103 Jefferson Street	Newbern	TN	38059
Dowdy	Rae	Shelby	City Court Clerk	Collierville	156 North Rowlett	Collierville	TN	38017
Fountain	James	Gibson	City Court Clerk	Milan	7029 Telecom Drive	Milan	TN	38358
Dailey	Diane	Hamilton	City Court Clerk	Signal Mountain	1111 Ridgeway Avenue	Signal Mountain	TN	37377
Davenport	Terry	Rutherford	City Court Clerk	Smyrna	400 Enon Springs Road East	Smyrna	TN	37167
Harmon	Carol	Dickson	City Court Clerk	White Bluff	52 Graham Street	White Bluff	TN	
England	Dana	DeKalb	City Court Clerk	Smithville	104 East Main Street	Smithville	TN	37166
Curtis	Lena	Hamilton	City Court Clerk	Soddy-Daisy	9835 Dayton Pike	Soddy-Daisy	TN	37379
Spratt	Nancy	Humphreys	City Court Clerk	New Johnsonville	323 Long Street	New Johnsonville	TN	37134
Rogers	Donna	Hamilton	City Court Clerk	Red Bank	3117 Dayton Blvd.	Red Bank	TN	37415
Lloyd	Bill	Shelby	City Court Clerk	Bartlett	3730 Appling Road	Bartlett	TN	38133
Sullivan	Missy	Dickson	City Court Clerk	Dickson	202 South Main Street	Dickson	TN	37055
Williamson	Diane	Dyer	City Court Clerk	Dyersburg	435 West Market Street	Dyersburg	TN	38024
Thomas	JoAnn	Hamilton	City Court Clerk	East Ridge	1517 Tombras Avenue	East Ridge	TN	37412
Ford	Diane	Williamson	City Court Clerk	Fairview	7100 City Center Circle	Fairview	TN	
Womack	Rosemary	Coffee	City Court Clerk	Tullahoma	201 W. Grundy Street	Tullahoma	TN	
Walker	Ramona	Anderson	City Court Clerk	Oliver Springs	P.O. Box 303	Oliver Springs	TN	
Swing	Marilyn	Davidson	City Court Clerk	Nashville	205 Metro Courthouse	Nashville	TN	37201
Price	Billy	Shelby	City Court Clerk	Germantown	1930 South Germantown Road	Germantown	TN	38138
Justice	Anita	Cheatham	City Court Clerk	Ashland City	101 Court Street	Ashland City	TN	
Sapp	Koren	Hamilton	City Court Clerk	Collegedale	4910 Swinyar Drive	Collegedale	TN	
Jessee	Sharon	Robertson	City Court Clerk	White House	105 College Street	White House	TN	37188
Hubbard	Daryl	Madison	City Court Clerk	Jackson	101 East Main Street	Jackson	TN	
Lewis	Hope	Hawkins	City Court Clerk	Kingsport	200 Shelby Street	Kingsport	TN	37660
Dickey	Sammy	Gibson	City Court Clerk	Trenton	309 S. College Street	Trenton	TN	38382
Schwear	Alison	Morgan	City Court Clerk	Harriman	P.O. Box 433	Harriman	TN	

Appendix B (cont.)

General Sessions and Circuit Court Clerks of Tennessee



COUNTY	Street Address/P.O Box	City, Zip	COURT
Anderson	100 N. Main St. Rm 301	Clinton, Tn 37716	Cir/GS/Juv
Bedford	One Public Square, Suite 200	Shelbyville, Tn 37160	Cir/GS/Juv
Benton	1 E. Crf Sq, Rm 208/P. O. Box 685	Camden, Tn 38320	Cir/GS/Juv
Bledsoe	P. O. Box 455	Pikeville, Tn 37367	Cir/GS/Juv
Blount	926 E. Lamar Alexander Pkwy	Maryville, Tn 37804	Cir/GS/Juv
Bradley	155 N. Ocoee Street, Rm 205	Cleveland, Tn 37311	Cir/GS/Juv
Campbell	570 Main St./P.O. Box 26	Jacksboro, Tn 37757	Cir/GS/Juv
Cannon	Courthouse, Public Square	Woodbury, Tn 37190	Cir/GS/Juv
Carroll	99 Court Square, Suite 103	Huntingdon, Tn 38344	Cir/GS/Juv
Carter	900 E. Elk Ave.	Elizabethton, Tn 37643	Cir/GS/Juv
Cheatham	100 Public Square, Rm 225	Ashland City, Tn 37015	Cir/GS/Juv
Chester	126 Crook Ave/P. O. Box 133	Henderson, Tn 38340	Cir/GS
Claiborne	1740 Main St., Suite 201	Tazewell, Tn 37879	Cir/GS/JV
Clay	100 CrfSqr/P. O. Box 749	Celina, Tn 38551	Cir/GS
Cocke	111 Court Avenue	Newport, Tn 37821	GS/Juv
Cocke	111 Court Avenue, Rm 201	Newport, Tn 37821	Circuit
Coffee	300 Hillsboro Blvd/P. O. Box 629	Manchester, Tn 37349	Cir/GS/Juv
Crockett	1 South Bells St., Suite 6	Alamo, Tn 38001	Cir/GS/Juv
Cumberland	2 North Main St., Suite 302	Crossville, Tn 38555	Cir/GS
Davidson	1 Public Square/P.O. Box 196303	Nashville, Tn 37219-6303	Civil/Probate/Traffic
Davidson	309 Metro Crthse	Nashville, Tn 37201	Criminal
Davidson	100 Woodland Street	Nashville, Tn 37213	Juvenile
Decatur	P. O. Box 488	Decaturville, Tn 38329	Cir/GS
Dekalb	One Public Square, Rm 303	Smithville, Tn 37166	Cir/GS/Juv
Dickson	4 Court Square/P. O. Box 70	Charlotte, Tn 37036	Circuit
Dickson	1 Court Square/P. O. Box 217	Charlotte, Tn 37036	GS
Dyer	1 Veterans Square	Dyersburg, Tn 38024	Cir/GS
Fayette	607 Justice Dr./P. O. Box 670	Somerville, Tn 38068	Cir/GS/Juv
Fentress	101 Main St./P. O. Box 699	Jamestown, Tn 38556	Cir/GS/Juv
Franklin	360 Wilton Circle, Rm 157	Winchester, Tn 37398	Cir/GS/Juv
Gibson	295 N. College/P. O. Box 147	Trenton, Tn 38382	Cir/GS
Gibson - Humboldt	1421 Osborne St./P.O. Box 230	Humboldt, Tn 38343	CH/PR/DT/Cir/GS
Giles	First St., Crthse/P. O. 678	Pulaski, Tn 38478	Cir/GS/Juv
Grainger	270 Justice Center Dr	Rutledge, Tn 37861	Cir/GS/JV
Greene	101 South Main St., Suite 302	Greenville, Tn 37743	Cir/GS/Juv
Grundy	P. O. Box 161	Altamont, Tn 37301	Cir/GS/Juv
Hamblen	510 Allison Street	Morristown, Tn 37814	Cir/GS
Hamilton	600 Market St., Rm. 102	Chattanooga, Tn 37402	Criminal
Hamilton	1600 East 3rd Street	Chattanooga, Tn 37402	Juvenile
Hancock	P. O. Box 347	Sneedville, Tn 37869	Cir/GS/Juv



Hardeman	100 N. Main Street	Bolivar, Tn 38008	Cir/GS/Juv
Hardin	465 Main Street	Savannah, Tn 38372	Cir/GS/Juv
Hawkins	100 East Main/P.O. Box 908	Rogersville, Tn 37857	Cir/GS/Juv
Haywood	1 North Washington	Brownsville, Tn 38012	Cir/GS/Juv
Henderson	17 Monroe Ave., Suite 9	Lexington, Tn 38351	Cir/GS/Juv
Henry	100 Washington St./P. O. Box 429	Paris, Tn 38242	Cir/GS
Hickman	104 College Ave., Suite 204	Centerville, Tn 37033	Cir/GS/Juv
Houston	31 E. Main St/P.O. Box 414	Erin, Tn 37061-0403	Cir/GS/Juv
Humphreys	Courthouse, Rm 106	Waverly, Tn 37185	Cir/GS
Jackson	101 E. Hull Ave./P. O. Box 205	Gainesboro, Tn 38562	Cir/GS/Juv
Jefferson	202 W Main St./P. O. Box 671	Dandridge, Tn 37725	Cir/GS
Johnson	222 W. Main Street	Mountain City, Tn 37683	Cir/GS/Juv
Knox	M-30 City Co Bldg/400 Main St	Knoxville, Tn 37902	Circuit/GS/Juv (CV)
Knox	City Co Bldg,#149/400 Main St	Knoxville, Tn 37902	Criminal
Lake	229 Church St., Box 11	Tiptonville, Tn 37902	Cir/GS/Juv
Lauderdale	675 Hwy 51 South/P.O. Box 509	Ripley, Tn 38063	Cir/GS
Lawrence	240 W. Gains, NBU #12	Lawrenceburg, Tn 38464	Cir/GS/Juv
Lewis	110 Park Ave. North, Rm 201	Hohenwald, Tn 38462	Cir/GS/Juv
Lincoln	112 Main Ave., Rm 203	Fayetteville, Tn 37334	Cir/GS/Juv
Loudon	601 Grove Street/P. O. Box 280	Loudon, Tn 37774	Cir/GS/Juv/PR
Macon	904 Hwy 52 East	Lafayette, Tn 37083	Cir/GS/Juv
Madison	CJC 515 South Liberty St., #1 200	Jackson, Tn 38301	Cir/GS
Madison	Walter Baker Harris Building	Jackson, Tn 38301	Juv
Marion	5 Oak Ave./P. O. Box 789	Jasper, Tn 37347	Cir/GS
Marshall	302 Courthouse	Lewisburg, Tn 37091	Cir/GS/Juv
Maury	41 Public Square	Columbia, Tn 38401	Cir/GS/Juv
McMinn	6 East Madison Ave. Rm 211	Athens, Tn 37371-0506	Cir/GS/Juv
McNairy	300 Industrial Park Dr.	Selmer, Tn 38375	Cir/GS/Juv
Meigs	P. O. Box 205	Decatur, Tn 37322	Cir/GS/Juv
Monroe	105 College St., Suite 3	Madisonville, Tn 37354	Cir/GS/Juv
Montgomery	P.O. Box 384	Clarksville, Tn 37041-0384	Cir/GS/Juv
Moore	196 Main Street/P. O. Box 206	Lynchburg, Tn 37352	Cir/GS/Juv
Morgan	415 Kingston St./P. O. Box 163	Wartburg, Tn 37887	Cir/GS/JV
Obion	7 Bill Burnett Circle	Union City, Tn 38261	Cir/GS/Juv
Overton	1000 John T Poindexter Dr	Livingston, Tn 38570	Cir/GS
Perry	121 E. Main Street/P. O. Box 91	Linden, Tn 37096	Cir/GS/Juv
Pickett	P. O. Box 5	Byrdstown, Tn 38549	Cir/GS/Juv
Polk	P. O. Box 256	Benton, Tn 37307	Cir/GS/Juv
Putnam	421 E. Spring St./Rm 1C, Ste 19A	Cookeville, Tn 38501	Cir/GS
Rhea	1475 Market St., Rm 102	Dayton, Tn 37321	Cir/GS/Juv
Roane	200 E Race St., Suite 11	Kingston, Tn 37763	Cir/GS/Juv
Robertson	501 E Main, Crthse Rm 109	Springfield, Tn 37172	Cir/GS/Juv



Rutherford	20 North Public Square, Rm 201	Murfreesboro, Tn 37130	Cir/GS/Juv
Scott	283 Crt St, Rm212/P.O. Box 330	Huntsville, Tn 37756	Cir/GS/Juv
Sequatchie	351 Fredonia Rd, #B/P.O.Box 551	Dunlap, Tn 37327	Cir/GS/Juv
Sevier	125 Court Ave., Suite 204-E	Sevierville, Tn 37862	Circuit
Sevier	125 Court Ave. Rm 107E	Sevierville, TN 37862	GS/Juv
Shelby	201 Poplar, Rm 401	Memphis, Tn 38103	Criminal
Shelby	140 Adams Ave., Rm 137	Memphis, Tn 38103	General Sessions
Shelby	616 Adams Street	Memphis, Tn 38105	Juvenile
Smith	211 Main Street	Carthage, Tn 37030	Cir/GS/Juv
Stewart	P. O. Box 193	Dover, Tn 37058	Cir/GS/Juv
Sullivan	140 Blountville BYP/P.O.Bx 585	Blountville, Tn 37617	Cir/GS/Juv
Sumner	Public Sq, First Fl Crthse	Gallatin, Tn 37066	Cir/GS/Juv
Tipton	1801 S. College St., Rm 102	Covington, Tn 38019	Cir/GS/Juv
Trousdale	200 East Main St., Rm 5	Hartsville, Tn 37074	Cir/GS/Juv
Unicoi	100 N Main St/P.O. Box 2000	Erwin, Tn 37650	Cir/GS
Union	P. O. Box 306	Maynardsville, Tn 37807	Cir/GS/Juv
Van Buren	P. O. Box 126	Spencer, Tn 38585	Cir/GS/Juv
Warren	P. O. Box 639	McMinnville, Tn 37110	Cir/GS/Juv
Washington	101 E. Market Street	Johnson City, Tn 37659	Cir/GS/Juv
Wayne	P. O. Box 869	Waynesboro, Tn 38485	Cir/GS/Juv
Weakley	P. O. Box 28	Dresden, Tn 38225	Cir/GS
White	111 Depot St., Suite 1	Sparta, Tn 38583	Cir/GS/Juv
Williamson	P. O. Box 682247	Franklin, Tn 37068	Cir/GS
Williamson	408 Century Court	Franklin, Tn 37064	Juv
Wilson	P. O. Box 518	Lebanon, Tn 37088	Cir/GS/JUV



Glossary of Terms and Acronyms

A - D

ACH	Automated Clearing House
CATS	Crash Analysis System
CDL	Commercial Driver's License
CD-R	Compact Disk Recordable
CDR	Court Document/Disposition Reporting
CJIS	Criminal Justice Informational System
CMV	Commercial Motor Vehicle
CPMP	Comprehensive Project Management Plan
DBMAS	Database Management System
DL	Driver's License
DOB	Date of Birth
DPPA	Drivers Privacy Protection Act
DUI	Driving Under the Influence

E - H

FAC	Function Access Controls
FMCSA	Federal Motor Carrier Safety Administration
FTP	File Transfer Protocol
GPS	Global Positioning System
GVWR	Gross Vehicle Weight Rating
HIPAA	Health Insurance Portability and Accountability Act

I - L

JIT	Just In Time
LEITSC	Law Enforcement Information Technology Standards Council

M - P

MCMIS	Motor Carrier Management Information System
MOU	Memorandum of Understanding
N-DEx	FBI Law Enforcement National Data Exchange
NAS	Network-attached Storage
NCIC	National Crime Information Center
NIEM	National Information Exchange Model
NIBRS	National Incident Based Reporting System
OIR	Office of Information Resources
PDA	Personal Digital Assistant
PDO	Property Damage Only
PDF	Portable Document Format
PMP	Project Management Plan

Q - T

QA	Quality Assurance
RFP	Request for Proposal



RMS	Records Management System
RP&D	Research, Planning and Development
RPO	Recovery Point Objective
RTO	Recovery Time Objective
SAN	Storage Area Network
SAR	Suspicious Activity Report
SME	Subject Matter Expert
SLA	Service Level Agreement
SQL	Structured Query Language
SII	System Infrastructure Impact
SSL	Secure Sockets Layer
TBI	Tennessee Bureau of Investigation
TCA	Tennessee Code Annotated
TCRS	Tennessee Consolidated Retirement System
TDOSHS	Tennessee Department of Safety and Homeland Security also referred to as "the State."
TDOT	Tennessee Department of Transportation
THP	Tennessee Highway Patrol
TIBRS	Tennessee Incident Based Reporting System
TITAN	Tennessee Integrated Traffic Analysis Network
TraCS	Traffic Records and Criminal Software
TRS	Traffic Records System

U - Z

UAT	User Acceptance Testing
VIN	Vehicle Identification Number
VPN	Virtual Private Network
Wi-Fi	Wireless Fidelity (allows exchange of data wirelessly over a computer network)
WSDL	Web Services Description Language
XML	Extensible Markup Language



Appendix D

Current TITAN System Records and Document Environment Platforms

Data Base - MS SQL Server 2005

MS Internet Information Server 6.0

Web portal – Internet Explorer 7.0 and above

Applications - MS Visual Studio 2005 and 2008 (.NET) Framework 2.0
MS Visual Basic 6.0

Data Storage - FileNet P8 4.5

Diagramming Tool - EasyStreet Draw 5

128 bit security encryption

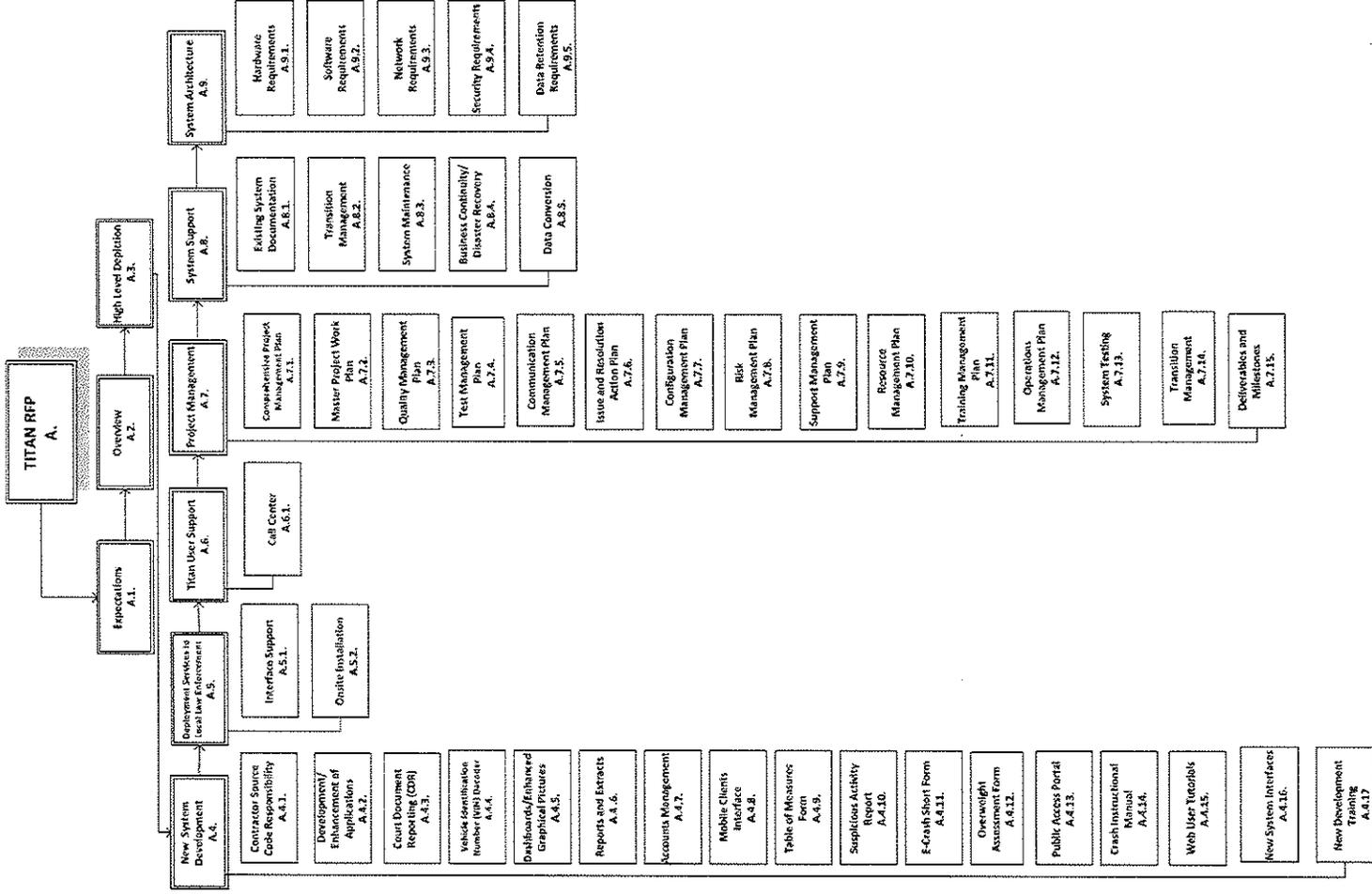


Appendix E

Technology Security Policy - Available Upon Request



Scope of Service Organizational Chart





Tennessee Codes Annotated Court Reporting Statutes

Public Chapter No. 1037 PUBLIC ACTS, 2010 1

PUBLIC CHAPTER NO. 1037

AN ACT to amend Tennessee Code Annotated, Title 55, relative to motor vehicles.

BE IT ENACTED BY THE GENERAL ASSEMBLY OF THE STATE OF TENNESSEE:

SECTION 1. Tennessee Code Annotated, Title 55-10-207, is amended by adding the following language as a new, appropriately numbered subsection:

() Notwithstanding any other law to the contrary, all traffic citations used in Tennessee shall contain, as a minimum, the following information:

- (1) Citation number;
- (2) Violator's first name, middle name or middle initial, last name and date of birth;
- (3) Violator's driver license number, state of issuance and class of the license;
- (4) Whether or not the license is a commercial driver license;
- (5) The vehicle make, model, year, color, and owner;
- (6) The license plate number, year, and state of issuance;
- (7) Whether or not the vehicle is a commercial motor vehicle;
- (8) Whether or not the vehicle is transporting hazardous materials requiring placards;
- (9) Whether or not the vehicle can transport 16 or more passengers;
- (10) The offense committed, including the date and time (if applicable);
- (11) The location of the offense;
- (12) The issuing officer's name, rank, badge/ID number, and employing agency; and

Public Chapter No. 1037 PUBLIC ACTS, 2010 2

(13) The time, date, location, and court where the offense will be heard.

SECTION 2. Tennessee Code Annotated, Section 55-10-306(b)(1), is amended by adding the following language at the beginning of the subdivision:
Except as provided by § 55-50-409,

SECTION 3. Tennessee Code Annotated, Section 55-10-306(c), is amended by deleting the subsection in its entirety and by substituting instead the following language:

(c) The abstract must be made on a form furnished by the commissioner and shall include the following information:

- (1) Driver's first name, middle name or middle initial, last name, and residence address;
- (2) Driver's date of birth;
- (3) Driver license number, class of license, and state of issuance;
- (4) A statement as to whether or not the license is a commercial driver license;
- (5) The license plate number, year, and state of issuance of the vehicle involved;
- (6) A statement as to whether or not the offense was committed in a commercial motor vehicle;
- (7) A statement as to whether or not the vehicle was transporting hazardous materials requiring placards;
- (8) A statement as to whether or not the vehicle could transport 16 or more passengers;
- (9) The date the offense occurred;
- (10) The offense the driver was charged with;



- (11) The date of the conviction;
- (12) The violation of which the person was convicted;
- (13) The plea, the judgment, or whether bail was forfeited;
- (14) The number of the offense (e.g., 1st offense, 2nd offense);
- (15) The blood alcohol level of the person, if convicted of a violation of § 39-16-106, § 39-13-216, § 55-10-401 or § 55-50-405;
- (16) The amount of any fine or costs assessed for the violation;

Public Chapter No. 1037 PUBLIC ACTS, 2010 3

- (17) Whether a driver education or improvement course was completed and the date of completion of the course, if eligible under § 55-10-301;
- (18) The name of the arresting agency;
- (19) The name of the county and court in which the conviction occurred; and
- (20) Whether or not there was in effect at the time of the violation an automobile liability policy or bond with respect to the operation of the motor vehicle involved.

SECTION 4. Tennessee Code Annotated, Section 55-50-331(a), is amended by deleting the sentence:

Over-the-counter issuance and renewal shall be permitted for all licenses.

SECTION 5. Tennessee Code Annotated, Section 55-50-335(b)(3), is amended by deleting the words "and permit over-the-counter issuance".

SECTION 6. Tennessee Code Annotated, Section 55-50-405(a), is amended by adding the following language as a new, appropriately numbered subdivision:

() A driver who is convicted of violating an out-of-service order shall be subject to a civil penalty of not less than \$2,500 for a first conviction and not less than \$5,000 for a second or subsequent conviction, in addition to any disqualification or other penalty which may be imposed by state or federal law.

(A) The civil penalty shall be assessed by the department after receiving notification of the conviction.

(B) Funds received pursuant to this section shall become expendable receipts of the department.

SECTION 7. Tennessee Code Annotated, Section 55-50-405(d), is amended by deleting the period and by adding the following language:

and also be subject to civil penalties pursuant to 49 C.F.R. § 383.53(b)(2).

SECTION 8. Tennessee Code Annotated, Section 55-50-409, is amended by deleting the section in its entirety and by substituting instead the following language:

(a) The provisions of this section shall apply to the following types of convictions:

(1) The conviction of any resident or nonresident holder of a commercial driver license of any violation of state law or local ordinance relating to motor vehicle traffic control, other than parking violations, in any vehicle; and

Public Chapter No. 1037 PUBLIC ACTS, 2010 4

(2) The conviction of any resident or nonresident holder of a noncommercial driver license of any violation of state law or local ordinance relating to motor vehicle traffic control, other than parking violations, in a commercial motor vehicle.

(b) Within five (5) days after receiving a report of a conviction as defined by subsection (a), the department shall notify the driver licensing authority in the licensing state of the conviction, and the commercial driver license information system.

(c)(1) Within five (5) days after the date of a conviction as defined by subsection (a), the clerk of the court of jurisdiction shall notify the department of the conviction.



- (2) The notice shall contain:
- (A) Driver's first name, middle name or middle initial, last name, and residence address;
 - (B) Driver's date of birth;
 - (C) Driver license number, class of license, and state of issuance;
 - (D) A statement as to whether or not the license is a commercial driver license;
 - (E) The license plate number, year, and state of issuance of the vehicle involved;
 - (F) A statement as to whether or not the offense was committed in a commercial motor vehicle;
 - (G) A statement as to whether or not the vehicle was transporting hazardous materials requiring placards;
 - (H) A statement as to whether or not the vehicle could transport 16 or more passengers;
 - (I) The date the offense occurred;
 - (J) The offense the driver was charged with;
 - (K) The date of the conviction;
 - (L) The violation of which the person was convicted;
 - (M) The plea, the judgment, or whether bail was forfeited;
 - (N) The number of the offense (e.g., 1st offense, 2nd offense);

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(O) The blood alcohol level of the person, if convicted of a violation of § 39-16-106, § 39-13-216, § 55-10-401 or § 55-50-405;

(P) The amount of any fine or costs assessed for the violation;

(Q) Whether a driver education or improvement course was completed and the date of completion of the course, if eligible under § 55-10-301;

(R) The name of the arresting agency;

(S) The name of the county and court in which the conviction occurred; and

(T) Whether or not there was in effect at the time of the violation an automobile liability policy or bond with respect to the operation of the motor vehicle involved.

(d) Notwithstanding any other law in this state, the department shall furnish full information regarding the driving record of any person to:

(1) The driver license administrator of any other state, or province or territory of Canada, requesting that information;

(2) The commercial driver license information system; and

(3) Any employer or prospective employer upon request and payment of a fee of five dollars (\$5.00).

SECTION 9. Tennessee Code Annotated, Title 55, Chapter 50, Part 4, is amended by adding the following language as a new, appropriately numbered section: 55-50-4__.

(a)(1) Beginning January 1, 2011, all persons holding valid commercial driver licenses issued by the State of Tennessee shall be required to maintain a valid medical card and provide the department a copy of each medical card issued, or provide evidence of an exemption from the medical card requirements.

(2) Persons who apply for a commercial driver license on or after January 1, 2012, will be required to provide the department with a copy of their current medical card or provide evidence of an exemption from the medical card requirements



prior to issuance of a commercial driver license.

(b) The copies shall be provided in a manner prescribed by the department.

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(c) A commercial driver who fails to maintain current proof of his medical card with the department shall be subject to cancellation of his commercial driver license.

SECTION 10. Tennessee Code Annotated, Section 55-50-501(a), is amended by adding the following language as a new, appropriately numbered subdivision:

() Conviction of violating an out-of-service order and failure to pay a civil penalty assessed by the department under § 55-50-405.

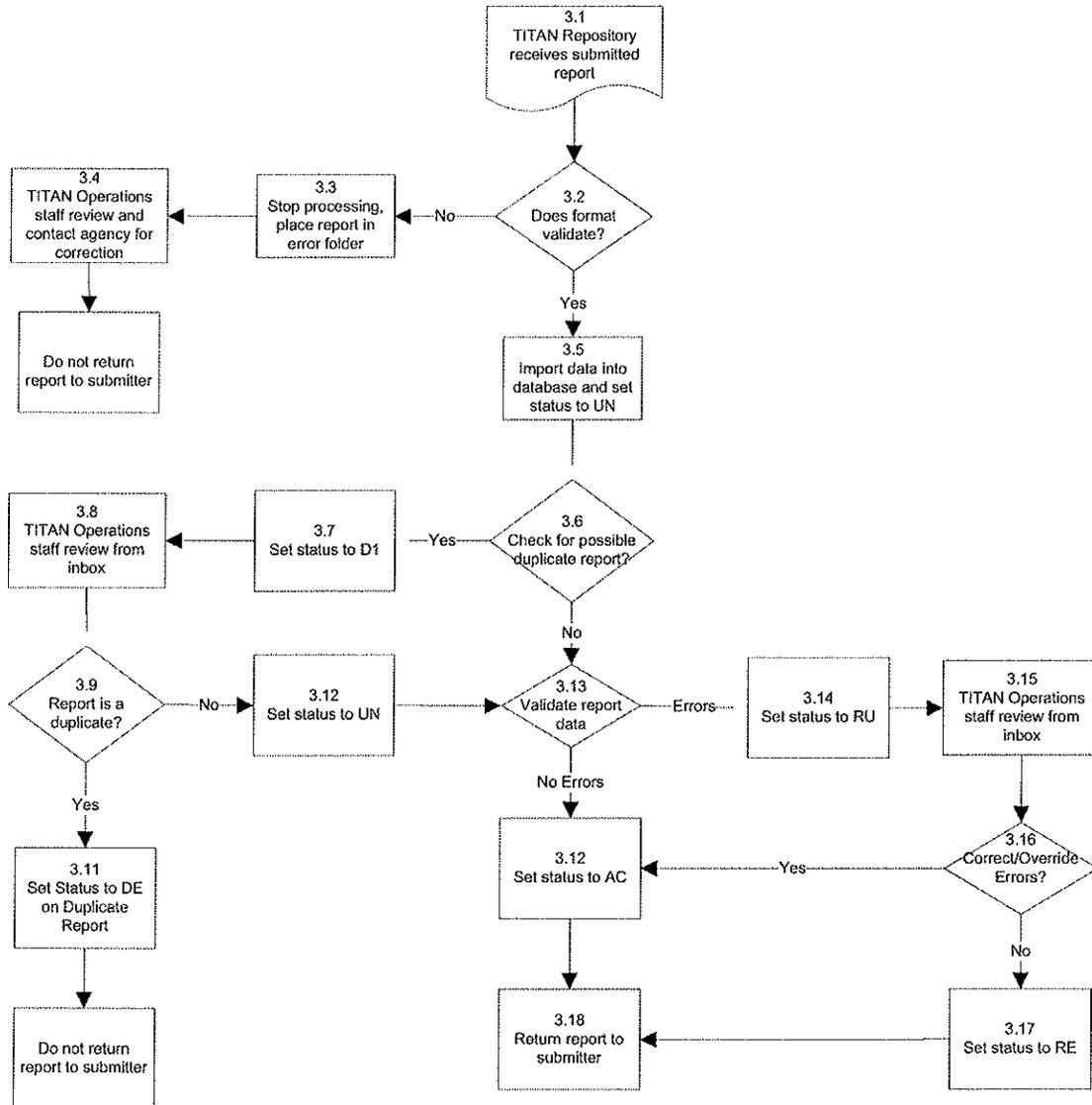
SECTION 11. For the purposes of promulgating rules and regulations necessary to implement the provisions of this act, this act shall take effect upon becoming law, the public welfare requiring it. Except for Sections 6, 7 and 10, which shall take effect on September 1, 2010, this act, for all other purposes, shall take effect on January 1, 2011, the public welfare requiring it.

PASSED: June 3, 2010



Existing TITAN Report Processing

3.0 TITAN REPORT PROCESSING





Standard Reporting Outputs

Sample Types:

Event Report – by specific date, time, location.

Activity analysis by day of week (# of crashes, # of citations, #of incidents)

Activity analysis by hour of day

Activity analysis by day and hour

All daily activities and actions of an officer or a group of officers. (Activity Report)

Workload activity by resource assigned

Workload activity by group assigned

All Uniform Crime Reports and NIBRS Reports

Full and Redacted versions of incident reports

Total incident reports based on time range, area, or incident type.

Summary of incidents by search criteria

Performance Measures results that examine critical elements of data and extrapolated into measurable factors.

MUST be Prepared in a logical easy to read format.

ALL views, Transfer by FTP, to Print Capabilities are required.

AD-HOC Reports on the information collected / saved surrounding an event.



Sample Report Layout:

Sample Report

The data contained in this report is for DEMO purposes only

TENNESSEE HIGHWAY PATROL
TENNESSEE INTEGRATED TRAFFIC ANALYSIS NETWORK
COLLISIONS BY DAY OF WEEK

FROM: 1/1/2008 TO: 12/31/2008

COUNTY: * - ALL COUNTIES
AGENCY: * - ALL AGENCIES

	TOTAL COLLISIONS	TOTAL FATALS	TOTAL INJURY	TOTAL PROPERTY DAMAGE	NUMBER KILLED	NUMBER INJURED
Sunday	40	0	19	21	0	27
Monday	41	0	17	24	0	22
Tuesday	45	0	14	31	0	14
Wednesday	33	0	13	20	0	16
Thursday	44	0	18	26	0	25
Friday	46	0	25	21	0	37
Saturday	60	1	26	33	1	30
	309	1	132	176	1	171



Suspicious Activity Report

SAR - Subject - Add Page 1

ORI #: Agency Case #:

D.O.B.: / / Age at Incident: Unknown Age Age Range: -

Sex: Male Female Unknown Race: Asian Black Asian White Unknown

First Name: Middle Name: Last Name: Suffix:

Additional Entry:

Social Security: <input type="text"/>	Drivers License#: <input type="text"/>	State of License: <input type="text" value="FL"/>
Street #: <input type="text"/>	Address: <input type="text"/>	Apartment #, Suite, etc.: <input type="text"/>
City: <input type="text"/>	State: <input type="text" value="FL"/>	Zip: <input type="text"/>
Latitude: <input type="text" value="0.000000"/>	Longitude: <input type="text" value="0.000000"/>	

Distinguishing Features/Additional Information:

Home Phone: / / Work Phone: / / Cell Phone: / /

SAR - Subject - Add

ORI #: Agency Case #:

Additional Entry:

Height: ft inches Weight: lbs

Hair Color: <input type="radio"/> Bald <input type="radio"/> White <input type="radio"/> Black <input type="radio"/> Red <input type="radio"/> Blonde <input type="radio"/> Sandy <input type="radio"/> Brown <input type="radio"/> Gray	Eye Color: <input type="radio"/> Brown <input type="radio"/> Hazel <input type="radio"/> Blue <input type="radio"/> Multicolored <input type="radio"/> Black <input type="radio"/> Maroon <input type="radio"/> Green <input type="radio"/> Pink <input type="radio"/> Gray
--	--

1st SMT:



SAR - Vehicle - Add

ORI #: THTHPD100	Agency Case #: 120306152629	
VIN: Unknown		
State: [Dropdown]	License #: Unknown	Tag Expiration: [Text]
Make: [Dropdown]	Model: [Text]	
Style: [Dropdown]	Color: [Dropdown]	Year: [Text]
Description: [Text]		

Additional Entry:

Narrative: 0 characters



Crash Short Form

The following PDO Crash Report Elements apply, but are not limited to:

Case Identifier	Direction of MV
Crash Date & Time	Traffic way Type
Crash County Crash	Travel Lanes
Crash City/Place	Road Alignment
Crash Location (FHE)	Traffic Control Device
First Harmful Event	MV Maneuver / Action
Local (FHE) Rel to Trfwy	MV Area of Impact
Manner of Crash/Impact	MV Most Harmful Event
Weather Conditions	Extent of Damage
Light conditions	DOB
Road Surface conditions	Sex
Relation to Junction	Person Type
Type of Intersection	Seating Position
Work zone Related	Restraint System Used
School bus related	Air Bag Deployed
VIN#	DL Class, Number, State, Status
Unit Type	Driver Name
Registration #	Driver Actions
Registration State	Driver Distractions
MV Make	Driver Condition
MV Model	Non-Motorists #
MV Year	Non-Motorists Action/Condition
Body type	Non-Motorists Safety Equip.
Total occupants	Narrative
Posted Speed Limit	Diagram



Overweight Assessment Form



TENNESSEE DEPARTMENT OF SAFETY
HIGHWAY PATROL
OVERWEIGHT ASSESSMENT

B 000000

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Date of Violation	Start Time	Time Depart	Upon Street Highway	Travel Direction	Mile Marker Number	County			
Name				<input type="checkbox"/> Interstate <input type="checkbox"/> Intrastate	<input type="checkbox"/> Owned <input type="checkbox"/> Perm. Lease <input type="checkbox"/> Trip Lease	USDOT#			
Address					ICC#				
City		State	Zip	Phone #					
Make	Year	Unit	# of Axles	License Plate #	Year	State Registered Weight			
VIN				<input type="checkbox"/> (30) Straight Truck <input type="checkbox"/> (43) Heavy Straight Truck <input type="checkbox"/> (48) Other Heavy Vehicle					
Make (41)	Unit Number	# of Axles	License Plate Number	Year	State	<input type="checkbox"/> Semi Trailer <input type="checkbox"/> Full Trailer			
Make (42)						<input type="checkbox"/> Pole Trailer <input type="checkbox"/> Other			
Cargo			Manifest Number	Origin Destination					
Name (First)	(Middle)	(Last)	Driver License #		State				
Address				Expiration Date		Class/Type			
City		State	Zip	<input type="checkbox"/> Off-Loaded <input type="checkbox"/> Shifted					
Where Was Vehicle Off-Loaded:				Weight After Off Load					
How Was Off-Loading Accomplished				CITATION # INSPECTION #					
Type of Violation	<input type="checkbox"/> (591) Tandem Axle <input type="checkbox"/> (564) Single Axle	(592) Gross	(594) Total Axles	(584) Permit	(585) Posted Limit	(586) Registered Weight (587) Other Specify	Total # of Axles		
Scale Weight	Axle 1	Axle 2	Axle 3	Axle 4	Axle 5	Axle 6	Axle 7	Axle 8	Gross Weight
Authorized Weight									
Over Weight Pounds									
Overweight Lbs @ 3 cents			Office Use			Office Use			
Overweight Lbs @ 5 cents									
TOTAL AMOUNT DUE									

COMBINED FARM & LIMITED VIOLATION

ZONE LICENSE VIOLATION

CLASS PLATE REQUIRED _____

COMMENTS: _____

COMMENTS: _____

TOTAL AMOUNT DUE \$ _____

TOTAL AMOUNT DUE \$ _____

OFFICER - PRINT

BADGE #

DRIVER SIGNATURE



Crash Report Information Release Protocols

The Driver Privacy Protection Act, and TCA 55-25-101 & 55-25-112, and 18 U.S.C. 2721-2725, applies to crash reports when viewed or sold. This means personally identifiable information contained in the report would need to be redacted when viewed or sold to a person who is NOT the driver or owner of a vehicle involved in the crash, or the driver's or owner's agent or legal representative.

The department redacts all personally identifiable information on the report, other than the names, city, state, and zip code of the persons involved.

Information to be redacted would include information that identifies a person:

1. A person's photograph
2. Any Computerized image
3. Social security number
4. Driver license number
5. Other Identification number
6. Telephone number
7. D.O.B.
8. Street Number
9. Street Name
10. All medical or disability info
11. Any vehicle license plate number (including trailer plates)
12. Any vehicle's VIN number (including trailer VIN's)
13. Any other information contained in the report which would identify a person.

Juvenile information follows the above referenced rules for redactions and also includes any violations, citations, adjudications, and toxicology results.



DUI Tracker Elements

Officer Last Name	Offense #
Agency Name	Descripton
Agency Type	Status
Arrestee First, Middle, Last name	Disposition date
SSN#, Race, Suffix,	Reduced/Pled to other
DOB	Reduction reason
DL #	Enhanced
Arrest Date	History
Jurisdiciton	Field Sobriety
ID #, citation #, Tracking #, Docket #, Case #	Video
Priority Offender	Tests
Judicial county	Driving Behavior
Court Type	Treatment
Judge Name	Punishment
Arraignment date	BAC
Disposition date	Drug Result
Date Council obtained	DRE contact
Attorney name	HGN
Prosecutor name	OLS
Crash, Injury, Property Damage, Fatal	W&T
Charges	Dexterity
TCA Code	Other
Reason for Stop	Treatment Assessment
Post Stop behavior	Ignition Interlock
Community Service/Correction	Blood / Drug Result Report



E-Crash Report Form



Master Record Number	
Type of Crash:	
Approved By	

Tennessee Electronic Traffic Crash Report

Incident Information

Date of Crash	Day of Crash	Local Agency Number		Reporting Agency Name		Agency Tracking Number
Time of Crash	Time Notified	Time Arrived	County		City	
Total	Total	Total	Total	Total	Total	Total
Ushicles	Occupants	Non-Occupants	Total	Total	Total	Total
Hit and Run	Solved?	Police Pursuit	School Bus Involved?	Photos Taken?	Injured By	Photographer Name
Area		Interchange Related?		Intersect Type		
Block Number	Roadway Number	Roadway Name			Suffix	
Est Distance	Distance Type	Direction	From Highway Number/Intersection		Suffix	Intersect Number
Roadway Local ID			Intersect Local ID			
Relation to Junction			Relation to Roadway			Route Signing
Work Zone			Construction Zone			
Construction Location			Workers Present			
First Harmful Event			Traffoway Type			
Weather Conditions		Light Conditions		Latitude	Longitude	Rail Crossing ID
Manner of Collision						
1st Collision Factor			2nd Collision Factor		3rd Collision Factor	

Investigating Officer Details

Investigation Complete	Rank	First Name	Middle Initial	Last Name	Suffix
Badge Number	District/Zone	Car Number	Report Date		



Appendix P (cont)

Vehicle Number	No. of Occupants	Driver Presence
----------------	------------------	-----------------

Driver Information

First Name	Middle Initial	Last Name	Suffix	Date of Birth	Age
Address Line 1		Address Line 2		City	State
Phone 1	Phone 2	Phone 3	Face	Ethnicity	Gender
Air Bag					
Safety Equipment					
Drivers License Number	License Class	Expiration Date	License Status	Seat Position	
Endorsements 1	Complied With?	Endorsements 2	Complied With?	Endorsements 3	Complied With?
Restrictions 1	Complied With?	Restrictions 2	Complied With?	Restrictions 3	Complied With?
Ejected	Ejection Path			Trapped/Extricated	
Injury Code	Medical Transport	Ambulance/Hospital			

Driver Conditions and Actions

Hit and Run?	Driver/Vehicle Maneuver	Distraction
Driver's 1st Condition	Driver's 2nd Condition	Driver's 3rd Condition
Driver's 1st Action		Driver's 2nd Action
Driver's 3rd Action		Driver's 4th Action

Alcohol and Drugs

Presence of Alcohol	Determination Method	Alcohol Test Status			
1st Alcohol Test Type	1st Alcohol Test Result	2nd Alcohol Test Type	2nd Alcohol Test Result		
Presence of Drugs	Determination Method	Drug Test Status			
1st Drug Test Type	1st Drug Test Result	2nd Drug Test Type	2nd Drug Test Result	3rd Drug Test Type	3rd Drug Test Result

Driver Violations

1st Violation	1st Violation Category	1st Violation Description	1st Violation Statute
2nd Violation	2nd Violation Category	2nd Violation Description	2nd Violation Statute
3rd Violation	3rd Violation Category	3rd Violation Description	3rd Violation Statute
4th Violation	4th Violation Category	4th Violation Description	4th Violation Statute
5th Violation	5th Violation Category	5th Violation Description	5th Violation Statute

Vehicle Information

Owner Same as Driver?	Owner First Name	Owner Middle Name	Owner Last Name	Owner Suffix
Street 1		Street 2	City	State
Phone Number 2	Phone Number 3	Vehicle Year	Vehicle Make	Vehicle Model
Color		VIN	License Plate Number	State
Exp Year	Body Code	HAZMAT?	FMCDA Reportable?	Bus Use
Unit Type			Gross Weight	Vehicle Configuration
Vehicle Operation Type			Cargo Body Type	
1st Factor		2nd Factor	3rd Factor	
Insurance 1	Insurance 1 Type	Insurance 1 Carrier	Insurance 1 Start Date	Insurance 1 End Date
Insurance 2	Insurance 2 Type	Insurance 2 Carrier	Insurance 2 Start Date	Insurance 2 End Date
Insurance 3	Insurance 3 Type	Insurance 3 Carrier	Insurance 3 Start Date	Insurance 3 End Date



Appendix P (cont.)

Vehicle Damage and Roadway Characteristics

Most Harmful Event		Emergency Use?	Over Underride		Fire in Vehicle?
Events 1		Events 2		Events 3	
Events 4		Events 5		Events 6	
Point of First Impact		Extent of Damage		Officer Damage Estimate	
Areas of Vehicle Damage					
Vehicle Special Use	Towed?	Towed Where?		1st Trailer	1st Trailer Licence Plate Information
2nd Trailer		2nd Trailer Licence Plate Information		3rd Trailer	3rd Trailer Licence Plate Information
Travel Direction		Traveling On			
Trafficway Flow		Roadway Surface Type		Number of Travel Lanes	
Trafficway Hazards					
Traffic Control Devices		Traffic Control Device Functioning		Roadway Route Signing	
Roadway Surface Conditions		Roadway Character Alignment		Roadway Character Profile	
Speed Limit	Access Control				

Commercial Carrier Information

US DOT	Carrier Name		Carrier Type		ICC/MC	TN DOS	
Address Line 1		Address Line 2		City	State	Zip Code	Phone
1st Hazardous Materials		HAZMAT Class	Piccard?	Piccard #	Released?	Hazardous Materials Released	
2nd Hazardous Materials		HAZMAT Class	Piccard?	Piccard #	Released?	Hazardous Materials Released	
3rd Hazardous Materials		HAZMAT Class	Piccard?	Piccard #	Released?	Hazardous Materials Released	

Narrative



Agencies Utilizing TITAN

The listing of TITAN participants changes monthly.

See <https://titan.safety.state.tn.us/TITAN/Public/Docs/crp.xls> for an updated listing.

ADAMSVILLE POLICE DEPT	LORETTO POLICE DEPT
ALAMO POLICE DEPT	LOUDON CO SHERIFFS DEPT
ALCOA POLICE DEPARTMENT	LOUDON POLICE DEPT
ALEXANDRIA POLICE DEPT	MACON CO SHERIFFS OFFICE
ALGOOD POLICE DEPT	MADISON CO SHERIFFS DEPT
ARDMORE POLICE DEPT	MADISONVILLE POLICE DEPT
ARNOLD AFB POLICE DEPARTMENT	MANCHESTER POLICE DEPT
ASHLAND CITY POLICE DEPT	MARION CO SHERIFFS DEPT
ATHENS POLICE DEPT	MARTIN POLICE DEPT
ATOKA POLICE DEPT	MARYVILLE POLICE DEPT
BAILEYTON POLICE DEPT	MASON POLICE DEPT
BARTLETT POLICE DEPT	MAYNARDVILLE POLICE DEPT
BAXTER POLICE DEPT	MCEWEN POLICE DEPT
BEAN STATION POLICE DEPT	MCKENZIE POLICE DEPT
BEDFORD CO SHERIFFS DEPT	MCMINN CO SHERIFFS DEPT
BELLE MEADE POLICE DEPT	MCMINNVILLE POLICE DEPT
BELLS POLICE DEPT	MEDINA POLICE DEPT
BENTON CO SHERIFFS DEPT	MEIGS CO SHERIFFS DEPT
BENTON POLICE DEPT	MEMPHIS POLICE DEPT
BLOUNT CO SHERIFFS DEPT	METRO KNOXVILLE AIRPORT AUTHORITY PD
BOLIVAR POLICE DEPT	METROPOLITAN NASHVILLE POLICE DEPT
BRADLEY CO SHERIFFS DEPT	MIDDLE TN STATE UNIVERSITY
BRENTWOOD POLICE DEPT	MIDDLETON POLICE DEPT
BRIGHTON POLICE DEPT	MILAN POLICE DEPT
BROWNSVILLE POLICE DEPT	MILLERSVILLE POLICE DEPT
CALHOUN POLICE DEPT	MILLINGTON POLICE DEPT
CAMDEN POLICE DEPT	MONROE CO SHERIFFS DEPT
CANNON CO SHERIFFS DEPT	MONTEAGLE POLICE DEPT
CARTER CO SHERIFFS DEPT	MONTEREY POLICE DEPT
CARYVILLE POLICE DEPT	MONTGOMERY CO SHERIFFS DEPT
CENTERVILLE POLICE DEPT	MOORE CO SHERIFFS DEPT
CHAPEL HILL POLICE DEPT	MORGAN CO SHERIFFS DEPT
CHARLESTON POLICE DEPT	MORRISTOWN POLICE DEPT
CHATTANOOGA POLICE DEPT	MOSCOW POLICE DEPT
CHEATHAM CO SHERIFFS DEPT	MOUNT CARMEL POLICE DEPT
CLAIBORNE CO SHERIFFS OFFICE	MOUNT JULIET POLICE DEPT
CLARKSVILLE POLICE DEPT	MOUNT PLEASANT POLICE DEPT
CLAY CO SHERIFF'S OFFICE	MOUNTAIN CITY POLICE DEPT
CLEVELAND POLICE DEPT	MUNFORD POLICE DEPT
CLINTON POLICE DEPARTMENT	MURFREESBORO POLICE DEPT
COFFEE CO SHERIFFS DEPT	NASHVILLE AIRPORT POLICE
COLLEGEDALE POLICE DEPT	NEW JOHNSONVILLE POLICE DEPT
COLLIERVILLE POLICE DEPT	NEW TAZEWELL POLICE DEPT
COOKEVILLE POLICE DEPT	NEWPORT POLICE DEPT
COOPERTOWN POLICE DEPT	NIOTA POLICE DEPT



COPPERHILL POLICE DEPT
CORNERSVILLE POLICE DEPT
COVINGTON POLICE DEPT
COWAN POLICE DEPT
CROCKETT CO SHERIFFS DEPT
CROSSVILLE POLICE DEPT
CRUMP POLICE DEPT
CUMBERLAND CITY POLICE DEPT
CUMBERLAND CO SHERIFFS DEPT
DANDRIDGE POLICE DEPT
DAYTON POLICE DEPT
DECATUR POLICE DEPT
DECHERD POLICE DEPT
DEKALB COUNTY SHERIFF DEPT
DICKSON CO SHERIFFS OFFICE
DICKSON POLICE DEPT
DOVER POLICE DEPT
DRESDEN POLICE DEPT
DUNLAP POLICE DEPT
DYER CO SHERIFFS OFFICE
DYERSBURG POLICE DEPT
EAGLEVILLE POLICE DEPT
EAST RIDGE POLICE DEPT
Elizabethton 2 Police Dept
ELKTON POLICE DEPT
ENGLEWOOD POLICE DEPT
ERIN POLICE DEPT
ESTILL SPRINGS POLICE DEPT
ETOWAH POLICE DEPT
ETSU Dept of Public Safety
FAIRVIEW POLICE DEPT
FAYETTE CO SHERIFF'S OFFICE
FAYETTEVILLE POLICE DEPT
FRANKLIN CO SHERIFFS DEPT
FRANKLIN POLICE DEPT
FRIENDSHIP POLICE DEPT
GAINESBORO POLICE DEPT
GALLATIN POLICE DEPT
GALLAWAY POLICE DEPT
GATLINBURG POLICE DEPT
GERMANTOWN POLICE DEPT
GLEASON POLICE DEPT
GRAND JUNCTION POLICE DEPT
GRAYSVILLE POLICE DEPT
GREENBRIER POLICE DEPT
GREENE CO SHERIFFS DEPT
GREENEVILLE POLICE DEPT
GREENFIELD POLICE DEPT
GRUNDY CO SHERIFFS OFFICE
HALLS POLICE DEPT
HAMILTON CO SHERIFFS DEPT
HAMILTON COUNTY SHERIFF'S OFFICE

NOLENSVILLE POLICE DEPT
NORTHEAST STATE POLICE AND SAFETY
OAK RIDGE POLICE DEPT
OAKLAND POLICE DEPT
OBION CO SHERIFFS DEPT
OLIVER SPRINGS POLICE DEPT
ONEIDA POLICE DEPT
OVERTON CO SHERIFFS DEPT
PARIS POLICE DEPT
PARSONS POLICE DEPT
PETERSBURG POLICE DEPT
PICKETT CO SHERIFFS DEPT
PIKEVILLE POLICE DEPT
PIPERTON POLICE DEPARTMENT
PITTMAN CENTER POLICE DEPT
POLK CO SHERIFFS DEPT
PULASKI POLICE DEPT
PUTNAM COUNTY SHERIFF'S OFFICE
RED BANK POLICE DEPT
RHEA CO SHERIFFS DEPT
RIDGELY POLICE DEPT
RIPLEY POLICE DEPT
ROCKWOOD POLICE DEPT
ROGERSVILLE POLICE DEPT
ROSSVILLE POLICE DEPT
RUTHERFORD CO SHERIFFS DEPT
RUTLEDGE POLICE DEPT
SAVANNAH POLICE DEPT
SELMER POLICE DEPT
SEQUATCHIE CO SHERIFFS DEPT
SEVIER CO SHERIFFS DEPT
SEVIERVILLE POLICE DEPT
SEWANEE POLICE DEPT
SHELBY CO SHERIFFS DEPT
SHELBYVILLE POLICE DEPT
SIGNAL MOUNTAIN POLICE DEPT
SMYRNA POLICE DEPT
SODDY DAISY POLICE DEPT
SOMERVILLE POLICE DEPT
SOUTH FULTON POLICE DEPT
SPARTA POLICE DEPT
SPENCER POLICE DEPT
SPRING CITY POLICE DEPT
SPRING HILL POLICE DEPT
SPRINGFIELD POLICE DEPT
ST JOSEPH POLICE DEPT
STEWART CO SHERIFFS DEPT
SULLIVAN CO SHERIFFS DEPT
SUMNER CO SHERIFFS OFFICE
SUNBRIGHT POLICE DEPARTMENT
SWEETWATER POLICE DEPT
TAZEWELL POLICE DEPT



HARRIMAN POLICE DEPT
HARTSVILLE-TROUSDALE SHERIFFS DEPT
HAWKINS CO SHERIFFS DEPT
HENDERSON POLICE DEPT
HENDERSONVILLE POLICE DEPT
HOHENWALD POLICE DEPT
HOUSTON CO SHERIFFS DEPT
HUMBOLDT POLICE DEPT
HUMPHREYS CO SHERIFFS DEPT
HUNTINGDON POLICE DEPT
HUNTLAND POLICE DEPT
JACKSBORO POLICE DEPT
JACKSON POLICE DEPT
JASPER POLICE DEPT
JEFFERSON CITY POLICE DEPT
JEFFERSON CO SHERIFFS DEPT
JOHNSON CITY POLICE DEPT
JOHNSON CO SHERIFFS DEPT
JONESBOROUGH POLICE DEPT
KIMBALL POLICE DEPT
KINGSPORT POLICE DEPARTMENT
KINGSTON POLICE DEPT
KINGSTON SPRINGS POLICE DEPT
KNOX CO SHERIFFS OFFICE
KNOXVILLE POLICE DEPT
LAFAYETTE POLICE DEPT
LAFOLLETTE POLICE DEPT
LAKE CO SHERIFFS OFFICE
LAKE TANSI SECURITY
LAUDERDALE CO SHERIFFS DEPT
LAVERGNE POLICE DEPT
LAWRENCEBURG POLICE DEPT
LEBANON POLICE DEPT
LENOIR CITY POLICE DEPT
LEWIS CO SHERIFFS DEPT
LEXINGTON POLICE DEPT
LIVINGSTON POLICE DEPT
LOOKOUT MOUNTAIN POLICE DEPT

TELLICO PLAINS POLICE DEPT
TENNESSEE HIGHWAY PATROL
TENNESSEE TECH UNIV POLICE
THP DISTRICT 1 – KNOXVILLE
THP DISTRICT 2 – CHATTANOOGA
THP DISTRICT 3 – NASHVILLE
THP DISTRICT 4 – MEMPHIS
THP DISTRICT 5 – FALL BRANCH
THP DISTRICT 6 – COOKEVILLE
THP District 7 - LAWRENCEBURG
THP DISTRICT 8 - JACKSON
THP DISTRICT 9 - ADMINISTRATIVE
TIPTON CO SHERIFFS DEPT
TIPTONVILLE POLICE DEPT
TRACY CITY POLICE DEPT
TRENTON POLICE DEPT
TREZEVANT POLICE DEPT
TULLAHOMA POLICE DEPT
TUSCULUM POLICE DEPT
UNION CITY POLICE DEPT
UNION CO SHERIFFS DEPT
UNIV OF TENN MEMPHIS POLICE
UT MARTIN DEPARTMENT OF PUBLIC SAFETY
VAN BUREN CO SHERIFFS DEPT
VONORE POLICE DEPT
WAVERLY POLICE DEPT
WAYNESBORO POLICE DEPT
WEAKLEY CO SHERIFFS DEPT
WESTMORELAND POLICE DEPT
WHITE CO SHERIFFS DEPT
WHITE HOUSE POLICE DEPT
WHITE PINE POLICE DEPT
WHITEVILLE POLICE DEPT
WHITWELL POLICE DEPT
WILLIAMSON CO SHERIFFS DEPT
WILSON CO SHERIFFS DEPT
WINCHESTER POLICE DEPT
WOOMURY POLICE DEPT



E-Citation / Warning Report

L.E.A.		COURT ORI #		AGENCY TRACKING #	
VIOLATION DATE ON OR ABOUT		AT LOCATION REF. TRAFFICWAY		M.M. BLOCK #	
CITY/COUNTY OF		THE UNDERSIGNED CERTIFIES AND SAYS THAT IN THE STATE OF TENNESSEE			
DRIVER'S LICENSE NO	STATE	EXPIRES	CLASS	COL. <input type="checkbox"/> YES <input type="checkbox"/> NO	PHOTO ID <input type="checkbox"/> YES <input type="checkbox"/> NO
NAME: LAST		FIRST		MIDDLE	
ADDRESS		VIOLATOR PASSENGER		CITY	
STATE		ZIP CODE		IF NEW ADDRESS	
EMPLOYER		EMP LOCATION		RESIDENTIAL PHONE NO	
DATE OF BIRTH	AGE	RACE	SEX	HEIGHT	WEIGHT
EYES	HAIR	RAC	CELL/PAGER PHONE NO	WORK PHONE NO	
DID OPERATE THE FOLLOWING VEHICLE/MOTOR VEHICLE ON A PUBLIC HIGHWAY AND					
VEHIC NO	STATE	EXPIRES	VEH YR	MAKE	MODEL
TR #1 LIC NO	STATE	EXPIRES	TR #2 LIC NO	STATE	EXPIRES
OWNER/COMPANY IF OTHER THAN		ADDRESS		CITY	
STATE		ZIP CODE		T&T PASSENGER	
CRASH	YES <input type="checkbox"/> NO <input type="checkbox"/>	N-CAR	YES <input type="checkbox"/> NO <input type="checkbox"/>	VEH SPEED	IN A
ZONE	HADAW	PACE	LIBAR	OTHER	COMMERCIAL
YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
DID THEN AND THERE COMMIT EACH OF THE FOLLOWING OFFENSES					
1 VIOLATION/STATUTE CODE	AMOUNT \$		In consideration of my not appearing in Court, I the undersigned, do hereby enter my appearance on the Affidavit for the offense charged on this notice and WAIVE the reading of the Affidavit in the above named court and the right to be present at the trial of said action. I hereby enter a plea of Guilty and waive the right to prosecution, appeal or other proceedings. I understand the nature of the charge(s) against me; I understand my rights to have counsel and I waive the right and the right to a continuance. I waive my right to trial before a judge or jury. I plead GUILTY to the charge(s), being fully aware that my signature to this plea will have the same effect as a judgment of this court and that a record of it will be sent to the Tennessee Department of Safety Records Section.		
2 VIOLATION/STATUTE CODE	AMOUNT \$		Check one of the 2 boxes below, sign, date, and mail this form to:		
3 VIOLATION/STATUTE CODE	AMOUNT \$		Court: _____		
4 VIOLATION/STATUTE CODE	AMOUNT \$		Address: _____		
5 VIOLATION/STATUTE CODE	AMOUNT \$		ON _____ THE _____ DAY OF _____ AT _____		
YOU MUST APPEAR IN COURT. THE OFFENSE FOR WHICH YOU HAVE BEEN CHARGED CANNOT BE PAID BY MAIL. FAILURE TO APPEAR CONSTITUTES THE SEPARATE OFFENSE OF CONTEMPT OF COURT. FAILURE TO APPEAR TO ANSWER OR SATISFY THIS CITATION WILL BE THE SAME AS A CONVICTION AND WILL RESULT IN THE SUSPENSION OF YOUR LICENSE.			YOU MAY PAY BY MAIL IF YOU WISH TO PLEAD GUILTY TO THE OFFENSE CHARGED AGAINST YOU. YOU MUST SIGN THE WAIVER PRINTED BELOW AND MAIL THIS COPY OF THE CITATION AND THE PRESCRIBED AMOUNT SET BY THE COURT.		
DATE ISSUED		TOTAL AMOUNT \$		My mailing address is: (PLEASE PRINT)	
OFFICER		BADGE#		Telephone: Home _____	
SERVED ON VIOLATOR		SENT TO COURT FOR MAILING		Work _____	
REFERRED TO PROSECUTOR		Name: _____		Street or PO Box _____	
NOTICE OF CITATION		FAILURE TO APPEAR IN COURT ON THE DATE ASSIGNED BY THIS CITATION AT THE APPROPRIATE POLICE STATION FOR BOOKING AND PROCESSING WILL RESULT IN YOUR ARREST FOR A SEPARATE CRIMINAL OFFENSE WHICH IS PUNISHABLE BY A JAIL SENTENCE OF ELEVEN (11) MONTHS AND TWENTY-NINE (29) DAYS AND/OR A FINE OF UP TO TWO THOUSAND FIVE HUNDRED DOLLARS (\$2,500).		City: _____	
NOTICE		THE COURT WILL ISSUE A WARRANT FOR THE ARREST OF ANY DEFENDANT WHO HAS FAILED TO RESPOND TO A TRAFFIC NOTICE DULY SERVED UPON WAIVER AND UPON WHICH AN AFFIDAVIT HAS BEEN FILED.		State: _____ Zip Code: _____	
I UNDERSTAND THE ABOVE NOTICE AND THAT MY SIGNATURE IS NOT AN ADMISSION OF GUILT.		Is interpreter needed? _____ Language: _____			

X _____ (VIOLATOR'S SIGNATURE)

X _____ (SIGNATURE)



Incident Offense Report

TENNESSEE DEPARTMENT OF SAFETY AND HOMELAND SECURITY INCIDENT/OFFENSE REPORT										INCIDENT CASE # _____ <input type="checkbox"/> INCIDENT REPORT <input type="checkbox"/> OFFENSE REPORT Page _____ of _____					
This report may be used as either an Incident or Offense Report, depending on the circumstances surrounding the event. Members should utilize this report in accordance with the reporting procedures contained in General Order 525. Original Incident/Offense Reports shall be retained at District Headquarters. Copies of Incident Reports shall be sent directly to the Lieutenant Colonel's Office.															
OFFICER INFORMATION															
OFFICER'S NAME (Last, First, Middle)						BADGE NO.	RANK	RACE	SEX	DISTRICT/OFFICE/SECTION	COUNTY				
MONTH	DAY	YEAR	DAY OF WEEK	TIME	EXACT LOCATION OF INCIDENT/OFFENSE (Address, Intersection, etc.)										
INCIDENT REPORTING															
IF INCIDENT REPORT, DESCRIBE TYPE OF INCIDENT. (Check all applicable). <input type="checkbox"/> DEPARTMENTAL VEHICLE CRASH <input type="checkbox"/> DEPARTMENTAL PROPERTY DAMAGE <input type="checkbox"/> PURSUIT <input type="checkbox"/> CHEMICAL SPRAY <input type="checkbox"/> FIREARMS DISCHARGE <input type="checkbox"/> EXCHANGE RATE <input type="checkbox"/> PHYSICAL FORCE USE <input type="checkbox"/> DEADLY FORCE USE <input type="checkbox"/> ASSAULT ON OFFICER <input type="checkbox"/> INJURY TO OFFICER <input type="checkbox"/> INJURY TO CIVILIAN CAUSED BY OFFICER <input type="checkbox"/> OTHER, EXPLAIN _____ IF THE OFFICER WAS INJURED, COMPLETE THE FOLLOWING: EXPLAIN THE INJURY, TREATMENT RECEIVED, ATTENDING PHYSICIAN, AND LOCATION OF TREATMENT: _____															
OTHER SUBJECT(S) INVOLVED (Do not list other police officers) NAME _____ D.O.B. _____ STREET ADDRESS _____ SSN _____ CITY _____ D.L.A. _____ STATE _____ ZIP _____ RACE _____ SEX <input type="checkbox"/> MALE <input type="checkbox"/> FEMALE															
PHYSICAL CONDITION OF SUBJECT AT TIME OF INCIDENT: VIOLENT <input type="checkbox"/> Y <input type="checkbox"/> N WEAPONS <input type="checkbox"/> Y <input type="checkbox"/> N DRUGS <input type="checkbox"/> Y <input type="checkbox"/> N UNDERGOWN <input type="checkbox"/> Y <input type="checkbox"/> N ALCOHOL <input type="checkbox"/> Y <input type="checkbox"/> N UNKNOWN <input type="checkbox"/> Y <input type="checkbox"/> N EXPLAIN _____															
WAS MEDICAL TREATMENT REQUIRED FOR THE SUBJECT? <input type="checkbox"/> YES <input type="checkbox"/> NO IF YES, EXPLAIN INJURIES, TREATMENT RECEIVED, ATTENDING PHYSICIAN, AND LOCATION OF TREATMENT: _____															
CHARGES PLACED: _____															
RELATED REPORTS: <input type="checkbox"/> Y <input type="checkbox"/> N IF YES, DISCLOSE _____															
OFFENSE REPORTING															
IF OFFENSE REPORT, DESCRIBE TYPE OF OFFENSE: _____ <input type="checkbox"/> VEHICLE DAMAGE TO CITIZEN CAR CAUSED BY ACTION OTHER THAN TRAFFIC CHARGE, DESCRIBE VEHICLE: _____ <input type="checkbox"/> ROAD RAGE <input type="checkbox"/> OCCURRENCE OTHER THAN VEHICULAR RELATED, DESCRIBE _____ <input type="checkbox"/> IF DAMAGE WAS CAUSED TO CITIZEN'S OTHER PROPERTY, DESCRIBE PROPERTY: _____ <input type="checkbox"/> OTHER, DESCRIBE _____															
COMPLAINANT INFORMATION															
COMPLAINANT (FIRST, MIDDLE, LAST)						HOME ADDRESS			CITY			STATE		ZIP	
D O B	MO.	DAY	YEAR	AGE	RACE	SEX	DL NUMBER	STATE	SSN	PHONE NUMBER					
WITNESS INFORMATION															
WITNESS # 1 (FIRST, MIDDLE, LAST)						HOME ADDRESS			CITY			STATE		ZIP	
D O B	MO.	DAY	YEAR	AGE	RACE	SEX	DL NUMBER	STATE	SSN	PHONE NUMBER					
WITNESS # 2 (FIRST, MIDDLE, LAST)						HOME ADDRESS			CITY			STATE		ZIP	
D O B	MO.	DAY	YEAR	AGE	RACE	SEX	DL NUMBER	STATE	SSN	PHONE NUMBER					
ARREST MADE? <input type="checkbox"/> YES <input type="checkbox"/> NO						CHARGES PLACED: _____									
RELATED REPORTS: <input type="checkbox"/> PROPERTY RECEIPT <input type="checkbox"/> FIREARMS DISCHARGE <input type="checkbox"/> TOWING/TOW _____ <input type="checkbox"/> CONSENT TO SEARCH <input type="checkbox"/> SEIZURE <input type="checkbox"/> ARREST REPORT <input type="checkbox"/> STATEMENT/WAIVER <input type="checkbox"/> OTHER _____ <input type="checkbox"/> RECEIPTMENT <input type="checkbox"/> CRASH REPORT						CASE REFERRED TO: <input type="checkbox"/> N/A <input type="checkbox"/> CHD <input type="checkbox"/> CUSTOMS <input type="checkbox"/> DEA <input type="checkbox"/> ATF <input type="checkbox"/> A.G. OFFICE <input type="checkbox"/> JUVENILE <input type="checkbox"/> FBI <input type="checkbox"/> FBI <input type="checkbox"/> OTHER									
RANK/REPORTING OFFICER (Please Print)						SIGNATURE						RACE ID NUMBER			
												DI _____			



Alcohol Influence Report Information

Field	Field	Field
Offender Name	HGN Lack of Smooth Pursuit – Left	OLS – Which Leg
Video Recorded		
Video Reference Number	HGN Lack of Smooth Pursuit – Right	OLS – Sways While on One Leg 10
Clothing Condition	HGN Lack of Smooth Pursuit – Description	OLS – Sways While on One Leg 20
Clothing Narrative Hat/Cap	HGN Distinct Nystagmus at Max – Left	
Clothing Narrative Shirt		HGN Distinct Nystagmus at Max – Right
Clothing Narrative Jacket/Coat	OLS – Sways While on One Leg Description	
Clothing Narrative Skirt		
Clothing Narrative Dress	HGN Distinct Nystagmus at Max – Description	
Clothing Narrative Pants	HGN Onset prior to 45 Degrees – Left	OLS – Raises Arms While on One Leg 10
Clothing Narrative Other		
Clothing Narrative Shoes Footwear	HGN Onset prior to 45 Degrees – Right	OLS – Raises Arms While on One Leg 20
Incident Creating Suspicion		
Vehicle Speed	HGN Onset prior to 45 Degrees – Description	OLS – Raises Arms While on One Leg 30
MPH Zone		
Involvement in Traffic Crash	Vertical Gaze Nystagmus Present	OLS – Raises Arms While on One Leg Description
Actions While Driving	HGN Total	
Other Suspicion	W&T Instruction State – Cannot Keep Balance	OLS – Hops While on One Leg 10
Driver Response to Emergency Equipment		
Unlawful By Description	W&T Instruction State – Starts Too Soon	OLS – Hops While on One Leg 20
Positioned Vehicle Description		
Initial Actions	W&T Instruction State – Improper Turn	OLS – Hops While on One Leg 30



Other Initial Actions Description		
Sign or Complaint of Illness or Injury	W&T Stops Walking 1-9	OLS – Hops While on One Leg Description
Injury Explanation	W&T Stops Walking 10-18	OLS – Foot Down Before Time 10
Demeanor		
Eye Condition	W&T Stops Walking Description	OLS – Foot Down Before Time 20
Mental State	W&T Steps Off Line 1-9	OLS – Foot Down Before Time 30
Walk		
Speech	W&T Steps Off Line 10-18	OLS – Foot Down Before Time Description
Unusual Actions		
Unusual Action Other	W&T Steps Off Line Description	
Ability to Operate Vehicle	W&T Misses Heel-Toe 1-9	OLS Total
Odor Detected		Left Arm 1 – Sure
PBT Used	W&T Misses Heel-Toe 10-18	Left Arm 1 – Sure
PAS Used		Left Arm 1 – Hesitant
PBT/PAS Type Used	W&T Misses Heel-Toe Description	Left Arm 1 – Hesitant Left Arm 1 – Completely Missed
Suspected Intoxicants	W&T Raises Arms 1-9	Left Arm 1 – Completely Missed
Inhalant Description		
Prescription Drug Description	W&T Raises Arms 10-18	Left Arm 1 – Notes
Other Intoxicant Descriptions		
Effects of Intoxicant	W&T Raises Arms Description	Left Arm 1 – Notes Right Arm 1 – Sure
HGN-MA Pupil Size	W&T Improper Number of Steps Taken 1-9	Right Arm 1 – Sure Right Arm 1 – Hesitant
HGN-MA Pupil Size Explanation	W&T Improper Number of Steps Taken 10-18	Right Arm 1 – Hesitant Right Arm 1 – Completely Missed
HGN-MA Resting Nystagmus		
HGN-MA Equal Tracking	W&T Improper Number of Steps Taken Description	Right Arm 1 – Completely Missed
HGN-MA Contacts	Step 1	Right Arm 1 – Notes
HGN-MA Contacts Type	Step 2	Right Arm 1 – Notes Left Arm 2 – Sure
HGN Tested	Step 3	
HGN Unable Description	Step 4	Left Arm 2 – Sure Left Arm 2 – Hesitant
Walk and Turn Tested	Step 5	
Walk and Turn Unable Description	Step 6	Left Arm 2 – Hesitant Left Arm 2 – Completely Missed
One-Leg-Stand Tested	Step 7	



One-Leg-Stand Unable Description	Step 8	Left Arm 2 – Completely Missed Left Arm 2 – Notes
Finger to Nose Tested	Step 9	
Finger to Nose Unable Description	Step 10	Left Arm 2 – Notes Right Arm 2 – Sure
Rhomberg Balance Tested	Step 11	
Rhomberg Balance Unable Description	Step 12	Right Arm 2 – Sure Right Arm 2 – Hesitant
Lack of Convergence Tested	Step 13	
Lack of Convergence Unable Description	Step 14	Right Arm 2 – Hesitant Right Arm 2 – Completely Missed
Surface Used	Step 15	
Surface Used Other Explain	Step 16	
Conditions	Step 17	

RB – Internal Clock	Specimen Taken	Time of Test
Swayed Side to Side	Specimen Type	Time Taken
Swayed Side to Side – Inches	Specimen Type Other	Location
Swayed Front to Back	Test Refused	Fluid Drawn
Swayed Front to Back – Inches	Test Refused Explanation	Witnessed Bye
Eyelid Tremors	Foreign Objects –Mouth	Comments
Body Tremors	20 Minute Observation	Witness



Implied Consent Advisement Form



TENNESSEE IMPLIED CONSENT ADVISEMENT

Section I

AGENCY TRACKING NUMBER			AGENCY ORI		AGENCY NAME			
OFFICER INFORMATION								
OFFICER NAME (Last, First, Middle)			BADGE NO.		RANK		DISTRICT/ZONE	
MONTH	DAY	YEAR	DAY OF WEEK		TIME			
SUBJECT INFORMATION								
FIRST NAME		MID INITIAL	LAST NAME			SUFFIX	DATE OF BIRTH	AGE
ADDRESS LINE 1			ADDRESS LINE 2			CITY	STATE	ZIP CODE
PHONE 1	PHONE 2	PHONE 3	RACE	ETHNICITY	GENDER	SS#	DL#	DL STATE

Are you willing to consent to a blood and/or breath test? (If yes, skip to Section III. If no, proceed below to Section II.)

Section II

Reasons for a Mandatory Test:		
1. Involvement in a crash with injury to someone other than the driver. 2. Involvement in a crash with death to someone other than the driver. 3. Prior conviction for DUI, Vehicular Assault, or Vehicular Homicide. 4. A child under age 16 is in the vehicle.		If the answer to ANY of the questions to the left is Yes, then check the Mandatory box below. If the answer to ALL of the questions to the left is No, then check the Non-Mandatory box below.

(Non-Mandatory)
 You are under arrest and there is reasonable grounds to believe you were driving or in physical control of a motor vehicle while under the influence of alcohol and/or drugs (DUI). As required by TCA §55-10-406, I am requesting that you take a chemical test or tests to check for evidence of alcohol and/or drugs or substances that impair your ability to drive.

(Mandatory)
 There is probable cause to believe that you have committed a crime that requires blood and/or breath testing.

If you refuse to submit to either or both of these tests, they will not be given unless required by law. If you do refuse to be tested your license will be suspended for at least one year and up to five years, depending on your driving history. Also, if you refuse you may be ordered to install and keep an ignition interlock on your vehicle for a year or more.

If your license is currently suspended for DUI, Vehicular Assault, Vehicular Homicide or Aggravated Vehicular Homicide and you refuse or attempt to refuse to submit to either or both tests, you commit the crime of violating the implied consent law. If a Judge finds you guilty of this separate offense, the Judge shall sentence you to a minimum of five days and up to eleven months and twenty-nine days in jail in addition to any sentence for DUI and a mandatory fine of up to \$1,000.

After being informed that there is probable cause that you have committed a crime which requires you to submit to a blood and/or breath test, and being requested to submit to a chemical test or tests to determine the alcohol and/or drug content of your blood, and also having the consequences of refusing to submit to such tests explained to me, I state that:

Section III

Check One:

I WILL CONSENT TO A TEST OR TESTS

I WILL NOT CONSENT TO A TEST OR TESTS

SUBJECT'S SIGNATURE

TIME OF SIGNATURE

AM
 PM

By the subject having agreed by signature or legal requirement to submit to test or tests, I have requested at a minimum that the above individual be submitted to a breath test. I have observed the individual for twenty minutes prior to the breath test and during this time he/she did not have any foreign matter in their mouth, did not smoke, regurgitate, or drink any alcoholic beverage.

I did not have any foreign matter in my mouth, did not smoke, regurgitate or drink any alcoholic beverage during the twenty minutes I was observed prior to the breath test.

SUBJECT'S SIGNATURE

DATE

TESTING INFORMATION

WITNESS (If Any)			LOCATION OF TEST		
TEST OR TESTS OTHER THAN BREATH WERE REQUESTED?					
RESULTS		BLOOD	BREATH	TIME ADVISED OF RESULTS	



Tennessee Highway Patrol Trooper Activity Report

TENNESSEE HIGHWAY PATROL SEVEN DAY ACTIVITY REPORT

NAME _____
 RANK _____ BADGE NUMBER _____
 MONTH May YEAR _____
 RACF NO. 01 _____
 DISTRICT _____ COUNTY _____

	DAY	S	W	T	W	T	F	S
DATE	9	10	11	12	13	14	15	
SHIFT BEGIN TIME								
SHIFT END TIME								
PATROL MILES								

TIME ACCOUNTABILITY									
TASK	ROAD	S	M	T	W	T	F	S	TOTAL
TRAFFIC PATROL	ROAD								0
	OTHER								0
30-45	ROAD								0
	OTHER								0
30-45	ROAD								0
	OTHER								0
ACT/OBST	ROAD								0
	OTHER								0
TRAINING	INSTRUCT								0
	STUDENT								0
VEHICLE/ACCIDENT REPAIR									0
ASSIST OTHER AGENCY									0
CIVIL INVESTIGATION									0
KID CARE/TRAINING									0
SPECIAL ASSIGNMENT									0
ADMIN SUPERVISION									0
COURT TIME									0
MEALS/BREAKS									0
OTHER (EXPLAIN)									0
TOTAL HOURS									0
OVERTIME (EXPLAIN)									0

FELONY ARRESTS								
INCIDENTS	S	M	T	W	T	F	S	TOTAL
AUTO THEFT								
FLEEING POLICE								
FLIGHT/EL								
NARCOTICS								
VEHICULAR HOMICIDE								
ASSAULT FELONY								
OTHER FELONY								

SERVICES									
ACTIVITY	ROAD	S	M	T	W	T	F	S	TOTAL
PERSONS ASSISTED	ROAD								
	OTHER								
30-45 INVESTIGATED	ROAD								
	OTHER								
30-45 INVESTIGATED	ROAD								
	OTHER								
K-9 SEARCHED									
VEHICLE WHICH IS RECOVERED									
VEHICLES SEIZED (DRUGS)									
VEHICLES SEIZED (OTHER)									

CITATIONS									
VIOLATIONS	ROAD	S	M	T	W	T	F	S	TOTAL
30-11	ROAD								
	OTHER								
FELONY 30-11	ROAD								
	OTHER								
FAILURE TO YIELD	ROAD								
	OTHER								
FOLLOWING TOO CLOSE	ROAD								
	OTHER								
IMPROPER PASSING	ROAD								
	OTHER								
IMPROPER TURN	ROAD								
	OTHER								
SPEEDING	ROAD								
	OTHER								
SPEED	ROAD								
	OTHER								
DISREGARD SIGNAL/STOP	ROAD								
	OTHER								
RECKLESS DRIVING	ROAD								
	OTHER								
OTHER MOVING	ROAD								
	OTHER								
HOV LANE	ROAD								
	OTHER								
30B-TOTALS									
NON-MOVING									
VIOLATIONS	ROAD	S	M	T	W	T	F	S	TOTAL
CHILD RESTRAINT									
DEFECTIVE VEHICLE									
DRIVER LIC LAW									
IMPROPER PARKING									
PUBLIC DRINK									
REGISTRATION LAW									
REVOKED LICENSE									
SAFETY BELT LAW									
FELONY DRUG									
OTHER FELONY									
OTHER NON-MOVING									
30B-TOTALS									
TOTAL CITATIONS									

WARNINGS								
VIOLATIONS	S	M	T	W	T	F	S	TOTAL
MOVING								
NON-MOVING								
TOTAL WARNINGS								



Technical Architecture - Available upon request





Section 1.- 1.10

PERFORMANCE BOND

The Surety Company issuing bond shall be licensed to transact business in the State of Tennessee by the Tennessee Department of Commerce and Insurance. Bonds shall be certified and current Power-of-Attorney for the Surety's Attorney-in-Fact attached.

KNOW ALL BY THESE PRESENTS:

That we,

(Name of Principal)

(Address of Principal)

as Principal, hereinafter called the Principal, and

(Name of Surety)

(Address of Surety)

as Surety, hereinafter call the Surety, do hereby acknowledge ourselves indebted and securely bound and held unto the State of Tennessee as Obligee, hereinafter called the Obligee, and in the penal sum of Five Hundred Thousand (\$500,000.00)

Dollar Amount of Bond: Good and lawful money of the United States of America, for the use and benefit of those entitled thereto, for the payment of which, well and truly to be made, we bind ourselves, our heirs, our administrators, executors, successors, and assigns, jointly and severally, firmly by these presents.

BUT THE CONDITION OF THE FOREGOING OBLIGATION OR BOND IS THIS:

WHEREAS, the Obligee has engaged the Principal for a sum not to exceed

(\$5,140,000.00)

to complete Work detailed in the Scope of Services detailed in the State of Tennessee Request for Proposals bearing the RFP Number:

RFP 34901-00121

a copy of which said Request for Proposals and the resulting Contract are by reference hereby made a part hereof, as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, if the Principal shall fully and faithfully perform all undertakings and obligations under the Contract hereinbefore referred to and shall fully indemnify and hold harmless the Obligee from all costs and damage whatsoever which it may suffer by reason of any failure on the part of the Principal to do so, and shall fully reimburse and repay the Obligee any and all outlay and expense which it may incur in making good any such default, and shall fully pay for all of the labor, material, and Work used by the Principal and any immediate or remote sub-contractor or furnisher of material under the Principal in the performance of said Contract, in lawful money of the United States of America, as the same shall become due, then this obligation or bond shall be null and void, otherwise to remain in full force and effect.

AND for value received, it is hereby stipulated and agreed that no change, extension of time, alteration, or



addition to the terms of the Contract or the Work to be performed there under or the specifications accompanying the same shall in any wise affect the obligation under this bond, and notice is hereby waived of any such change, extension of time, alteration, or addition to the terms of the Contract or the Work or the specifications.

IN WITNESS WHEREOF the Principal has hereunto affixed its signature and Surety has hereunto caused to be affixed its corporate signature and seal, by its duly authorized officers, on this

_____ Day of _____, _____.

WITNESS:

(Name of Principal)

(Name of Surety)

(Authorized Signature of Principal)

(Signature of Attorney-in-Fact)

(Name of Signatory)

(Name of Attorney-in-Fact)

(Title of Signatory)

(Tennessee License Number of Surety)

PERFORMANCE BOND

The Surety Company issuing bond shall be licensed to transact business in the State of Tennessee by the Tennessee Department of Commerce and Insurance. Bonds shall be certified and current Power-of-Attorney for the Surety's Attorney-in-Fact attached.

KNOW ALL BY THESE PRESENTS:

That we,

Appriss, Inc.

10401 Linn Station Road, Louisville, KY 40223
as Principal, hereinafter called the Principal, and

Fidelity and Deposit Company of Maryland

1400 American Lane, Tower 1, 18th Floor, Schaumburg, IL 60196
as Surety, hereinafter call the Surety, do hereby acknowledge ourselves indebted and securely bound and held unto the State of Tennessee as Obligee, hereinafter called the Obligee, and in the penal sum of
Five Hundred Thousand (\$500,000.00)

Dollar Amount of Bond: Good and lawful money of the United States of America, for the use and benefit of those entitled thereto, for the payment of which, well and truly to be made, we bind ourselves, our heirs, our administrators, executors, successors, and assigns, jointly and severally, firmly by these presents.

BUT THE CONDITION OF THE FOREGOING OBLIGATION OR BOND IS THIS:

WHEREAS, the Obligee has engaged the Principal for a sum not to exceed

(\$5,140,000.00)

to complete Work detailed in the Scope of Services detailed in the State of Tennessee Request for Proposals bearing the RFP Number:

RFP 34901-00121

a copy of which said Request for Proposals and the resulting Contract are by reference hereby made a part hereof, as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, if the Principal shall fully and faithfully perform all undertakings and obligations under the Contract hereinbefore referred to and shall fully indemnify and hold harmless the Obligee from all costs and damage whatsoever which it may suffer by reason of any failure on the part of the Principal to do so, and shall fully reimburse and repay the Obligee any and all outlay and expense which it may incur in making good any such default, and shall fully pay for all of the labor, material, and Work used by the Principal and any immediate or remote sub-contractor or furnisher of material under the Principal in the performance of said Contract, in lawful money of the United States of America, as the same shall become due, then this obligation or bond shall be null and void, otherwise to remain in full force and effect.

AND for value received, it is hereby stipulated and agreed that no change, extension of time, alteration, or addition to the terms of the Contract or the Work to be performed there under or the specifications accompanying the same shall in any wise affect the obligation under this bond, and notice is hereby waived of any such change, extension of time, alteration, or addition to the terms of the Contract or the Work or the specifications.

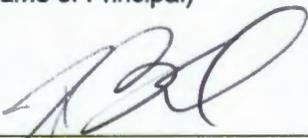
In no event shall the liability of the Surety exceed the aggregate liability of \$500,000.00.

IN WITNESS WHEREOF the Principal has hereunto affixed its signature and Surety has hereunto caused to be affixed its corporate signature and seal, by its duly authorized officers, on this

First _____ Day of June _____, 2013

WITNESS:

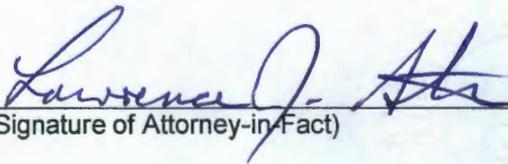
Appriss, Inc.
(Name of Principal)


(Authorized Signature of Principal)

David B. Kaelin
(Name of Signatory)

President
(Title of Signatory)

Fidelity and Deposit Company of Maryland
(Name of Surety)


(Signature of Attorney-in-Fact)

Lawrence J. Starr
(Name of Attorney-in-Fact)

NAIC #39306
(Tennessee License Number of Surety)

State of Tennessee



THE DEPARTMENT OF COMMERCE AND INSURANCE DIVISION OF INSURANCE

Whereas, Fidelity and Deposit Company of Maryland (NAIC #39306) a corporation organized under the laws of the State of Maryland and having complied with such of the requirements of the Insurance laws of Tennessee as are applicable to the said corporation in order to enable it to transact business herein; therefore, I, Commissioner of Commerce and Insurance, do hereby license and authorize the said Fidelity and Deposit Company of Maryland subject to all the requirements and conditions of the laws to transact the business of Property; Casualty; and Surety Insurance in the State of Tennessee, from September 1, 2009, until suspended or revoked.



In witness whereof, I have hereunto set my hand and caused the seal of my office to be affixed, at City of Nashville, in the State of Tennessee, this 5th day of April, A.D. 2010.

Leslie A. Newman
Commissioner of Commerce and Insurance

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Maryland, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Maryland (herein collectively called the "Companies"), by **GEOFFREY DELISIO, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Bruce W. FERGUSON, Scott C. FERGUSON, Susan Osborne BINGHAM and Lawrence J. STARR, all of Louisville, Kentucky, EACH** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 7th day of August, A.D. 2012.

ATTEST:

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**



Eric D. Barnes

By: _____
*Assistant Secretary
Eric D. Barnes*

Geoffrey Delisio

*Vice President
Geoffrey Delisio*

State of Maryland
City of Baltimore

On this 7th day of August, A.D. 2012, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **GEOFFREY DELISIO, Vice President, and ERIC D. BARNES, Assistant Secretary**, of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Maria D. Adamski

Maria D. Adamski, Notary Public
My Commission Expires: July 8, 2015



EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

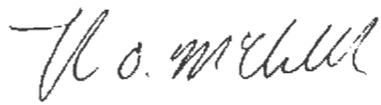
RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 1st day of JUNE, 2013.




Thomas O. McClellen, Vice President