



**STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION**

**OFFICE OF GENERAL COUNSEL
SUITE 300, JAMES K. POLK BUILDING
505 DEADERICK STREET
NASHVILLE, TENNESSEE 37243-1402**

CLAY BRIGHT
COMMISSIONER

BILL LEE
GOVERNOR

March 20, 2019

Fiscal Review Committee
8th Floor, Rachel Jackson Bldg.
320 Sixth Avenue North
Nashville, TN 37243

RE: Sole Source Contract Request
Tennessee 511 Service
Kapsch Traffccom USA Inc.
7/15/19 – 6/30/2024

Committee,

The referenced contract provides for the 5-1-1 Travel Information Service for the Tennessee Department of Transportation (TDOT). The Contractor was originally competitively selected through the Request for Proposal process in July, 2009 with the contract being renewed each year through Amendments approved by Fiscal Review. The purpose of this contract is to continue TDOT's 511 service through a Sole Source Contract with Kapsch Trafficcom USA Inc for another five (5) years.

This package contains the following materials as required by your office:

1. Revised Checklist
2. Completed Supplemental Documentation form.
3. A copy of STS approval.
4. A copy of the Special Contract Request from the Central Procurement Office.
5. A copy of the proposed contract between TDOT and Kapsch.
6. Contract Summary Sheet showing a contract period of 7/15/19-7/14/2024.

Please advise if you have any questions or comments.

Sincerely,

Clay Bright
Commissioner

REVISED CHECKLIST EFFECTIVE APRIL 2014

Proposed non-competitive contracts with a term of more than one year or which contain a provision to allow for extension by either party that would extend the contract beyond 12 months and which have a cumulative value of not less than \$250,000, including all possible extensions; and

Any amendment to a contract (meeting the \$250,000 and over one year threshold) *must* be presented to the Fiscal Review Committee (FRC), *60 days prior to the proposed effective date*, if it meets *any* of the following conditions:

- increases or decreases the maximum liability;
- extends or shortens the original term of the contract;
- changes the entity or name of the entity with which the state is contracting; or
- otherwise changes an original contract or amended contract in a substantive manner.

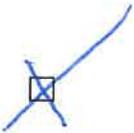
If a department or agency is unsure if a contract or amendment meets the criteria of the FRC and should be submitted for review and commit, please contact the FRC staff for a determination.

Use the following checklist to ensure copies of the proper documentation has been submitted to the FRC staff:



SUMMARY LETTER

- Detailing terms of contract or amendment and detailed justification of why the goods or services should be acquired through non-competitive negotiation.
- If request is submitted less than 60 days before effective date, a detailed explanation for why the request is late. PLEASE NOTE: LATE SUBMISSIONS WILL BE ROLLED FOR ONE COMMITTEE MEETING AND PLACED LAST ON THE AGENDA.



SUPPLEMENTAL DOCUMENTATION FORM – Form must be completely filled out with back-up documentation from Edison of total expenditures on the date submitted. No requests will be placed on the agenda if this form is not complete.



APPROVED RULE EXCEPTION REQUESTS (if appropriate)

**REVISED CHECKLIST
EFFECTIVE APRIL 2014**

- APPROVED OFFICE FOR INFORMATION RESOURCES (OIR),
eHEALTH, OR HUMAN RESOURCES PRE-APPROVAL
ENDORSEMENT REQUESTS (if appropriate)
- SPECIAL CONTRACT REQUEST
- SUMMARY SHEET FOR CONTRACT (original or proposed)
- ANY REVISED SUMMARY SHEETS
- ORIGINAL CONTRACT
 - If *new non-competitive contract*, actual language of the
proposed contract (can be in draft form if necessary).
- SUMMARY SHEET FOR EACH PRIOR AMENDMENT
- ALL PRIOR EXECUTED AMENDMENTS
- REQUEST FORM and SUMMARY SHEET FOR PROPOSED
AMENDMENT
 - If *new amendment*, actual language of the proposed
amendment (can be in draft form if necessary).
- COPY OF PERFORMANCE BOND IF REQUIRED IN THE
CONTRACT (if performance bond must be renewed each year,
a copy of the renewal)
- ANY ADDITIONAL SUPPORTING DOCUMENTS
- FULLY EXECUTED COPY OF FINAL DOCUMENT
IMMEDIATELY UPON RECEIPT BY THE DEPARTMENT

FRC STAFF COMMITTEE CONTACT INFORMATION:

**Leni Chick, Contract & Audit Coordinator
8th Floor, Rachel Jackson Building
(615) 253-2048 (direct)
(615) 741-2564 (main line for FRC)
(E-mail address: leni.chick@capitol.tn.gov)**

<http://www.capitol.tn.gov/joint/committees/fiscal-review>

Supplemental Documentation Required for
Fiscal Review Committee

*Contact Name:	Victoria Hassinger	*Contact Phone:	615-532-3508		
*Presenter's name(s):	Joe Galbato, Brian Carroll, Joe Kirk				
Edison Contract Number: <i>(if applicable)</i>	N/A	RFS Number: <i>(if applicable)</i>	40100-11919		
*Original or Proposed Contract Begin Date:	7/15/2019	*Current or Proposed End Date:	7/14/2024		
Current Request Amendment Number: <i>(if applicable)</i>	N/A				
Proposed Amendment Effective Date: <i>(if applicable)</i>	N/A				
*Department Submitting:	Department of Transportation				
*Division:	Traffic Operations				
*Date Submitted:	3/20/2019				
*Submitted Within Sixty (60) days:	Yes				
<i>If not, explain:</i>					
*Contract Vendor Name:	Kapsch Trafficcom USA, Inc				
*Current or Proposed Maximum Liability:	\$2,200,000.00				
*Estimated Total Spend for Commodities:					
*Current or Proposed Contract Allocation by Fiscal Year: (as Shown on Most Current Fully Executed Contract Summary Sheet)					
FY: 2020	FY: 2021	FY: 2022	FY: 2023	FY: 2024	FY:
\$2,200,000					\$
*Current Total Expenditures by Fiscal Year of Contract: (attach backup documentation from Edison)					
FY:	FY:	FY:	FY:	FY:	FY:
\$	\$	\$	\$	\$	\$
IF Contract Allocation has been greater than Contract Expenditures, please give the reasons and explain where surplus funds were spent:	N/A				
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 reasons and explain how funding was acquired to pay the overage:	N/A				

Supplemental Documentation Required for
Fiscal Review Committee

*Contract Funding Source/Amount:			
State:	\$440,000	Federal:	\$1,760,000
<i>Interdepartmental:</i>		<i>Other:</i>	
If “ <i>other</i> ” please define:			
If “ <i>interdepartmental</i> ” please define:			
Dates of All Previous Amendments or Revisions: (if applicable)		Brief Description of Actions in Previous Amendments or Revisions: (if applicable)	
N/A		N/A	
Method of Original Award: (if applicable)		Request for Proposal (RFP)	
<p>*What were the projected costs of the service for the entire term of the contract prior to contract award? How was this cost determined?</p>		<p>The projected cost of \$1,437,720.00 was based on the current software version and hardware which will no longer be supported during the new contract period.</p>	
<p>*List number of other potential vendors who could provide this good or service; efforts to identify other competitive procurement alternatives; and the reason(s) a sole-source contract is in the best interest of the State.</p>		<p>There were two (2) additional vendors identified during the RFP process that can provide this service. TDOT did contract with one (1) of the other providers prior to its contract with Kapsch Trafficcom USA and was not pleased with the quality of the finished product as it did not meet TDOT’s required standard.</p> <p>TDOT plans to sunset this service in the near future, it is in the State’s best interest to keep the current Contractor and avoid the financial burden and many labor hours needed to recreate, develop, and maintain a customized system at the level of the State’s currently system.</p>	



STS Pre-Approval Endorsement Request E-Mail Transmittal

TO : STS Contracts
Department of Finance & Administration
E-mail : it.abc@tn.gov

FROM : Mark D. Patterson
E-mail : Mark.D.Patterson@tn.gov

DATE : January 28, 2019 Received by STS on Monday, January 28, 2019

RE : Request for STS Pre-Approval Endorsement

Applicable RFS # 40100-11919

State Security Confidential Information Applicability

Under Tenn. Code Ann. §10-7-504(i) vendor identity or a description of the goods or services provided by the vendor shall be confidential.

- Applicable
 Not Applicable

Additional language is attached and endorsement is contingent upon inclusion of this additional language:

- Applicable
 Not Applicable

STS Endorsement Signature & Date:

**Stephanie Dedmon,
CIO (WMH)**

Digitally signed by Stephanie Dedmon, CIO (WMH)
DN: cn=Stephanie Dedmon, CIO (WMH), o=Tennessee
Department of Finance and Admin, ou=Strategic
Technology Solutions, email=william.hafley@tn.gov, c=US
Date: 2019.02.07 14:31:44 -06'00'

Chief Information Officer

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

Strategic Technology Solutions (STS) pre-approval endorsement is required pursuant to procurement regulations pertaining to contracts with information technology as a component of the scope of service. This request seeks to ensure that STS is aware of and has an opportunity to review the procurement detailed below and in the attached document(s). This requirement applies to any procurement method regardless of dollar amount.

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

Contracting Agency	Department of Transportation, Traffic Division
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Applicable RFS # 40100-11919	
Agency Contact (name, phone, e-mail)	Mark D. Patterson, 615-532-3010 <u>Mark.D.Patterson@tn.gov</u>
<p>Attachments Supporting Request (mark all applicable)</p> <p>Note: The complete draft procurement document and the applicable documents listed below must accompany this request when submitted to STS. Special Contract Requests and Amendment Requests without Agency Head signature are acceptable. STS is aware that these documents will not have CPO signature when submitted with this request.</p> <p> <input type="checkbox"/> Solicitation Document <input checked="" type="checkbox"/> Special Contract Request <input type="checkbox"/> Amendment Request <input checked="" type="checkbox"/> Proposed Contract/Grant or Amendment <input type="checkbox"/> Original Contract/Grant and Previous Amendments (if any) </p>	
<p>Information Systems Plan (ISP) Project Applicability</p> <p>To avoid delay of STS pre-approval, the applicability of an ISP project to the procurement must be confirmed with agency IT staff prior to submitting this request to STS. If necessary, agency IT staff should contact STS Planning with questions concerning the need for an ISP project.</p> <p>IT Director/Staff Name Confirming (required):</p> <p> <input type="checkbox"/> Applicable – Approved ISP Project# <input checked="" type="checkbox"/> Not Applicable </p>	
<p>Subject Information Technology Service Description</p> <p>Provide a brief summary of the information technology services involved. Clearly identify included technologies such as system development/maintenance, security, networking, etc. As applicable, identify the contract or solicitation sections related to the IT services.</p> <p>Tennessee 511 Travel Information Service for the Tennessee Department of Transportation. TDOT's 511 phone service provides users with real-time data for Tennessee's traffic conditions, weather forecast, rest areas, public transportation, airports as well as the capability to link them with other state's 511 services. This service contributes to the safety of Tennessee motorists, TDOT and state agency personnel, and contractors working on and servicing Tennessee highways.</p>	

TO: Chris Salita, Director of Sourcing

FROM: Jennifer Garrison, Sourcing Account Specialist

DATE: February 26, 2019

SUBJECT: Recommendation of Special Contract Request cy19-12748

The Tennessee Department of Transportation is requesting a sole source procurement for 511 Travel Information Service providing users with real time data for traffic conditions, weather forecast, rest areas, public transportation and airports. Maintaining the current contractor will save millions of dollars in set up and customization fees. TDOT plans to sunset this service in the near future due to a decrease in call volume and an increase in the use of alternative technology that provides motorist with the same information.

I, Jennifer Garrison, recommend the approval of this sole source request.

**Chris Salita by
Kelly Johns**

Digitally signed by Chris Salita by Kelly
Johns
DN: cn=Chris Salita by Kelly Johns,
o=DGS, ou=Central Procurement Office,
email=kelly.x.johns@tn.gov, c=US
Date: 2019.03.05 08:57:29 -06'00'

Director of Sourcing

Date

**Kevin C.
Bartels**

Digitally signed by Kevin C. Bartels
DN: cn=Kevin C. Bartels, o=CPO, ou,
email=Kevin.C.Bartels@tn.gov, c=US
Date: 2019.02.28 13:29:41 -06'00'

Staff Attorney – Sourcing

Date

This is approval of the Special Contract Request only and is not intended to be the approval of the attached contract - bc

cy19-12748

11-08-18 REQUEST-SPECIAL

Special Contract Request

This form should be utilized to facilitate contract and procurement requests that require the Chief Procurement Officer's prior approval and that of the Comptroller of the Treasury, as applicable.

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@tn.gov.

<p>APPROVED</p> <p>Michael F. Perry by Kelly Johns</p> <p>Digitally signed by Michael F. Perry by Kelly Johns DN: cn=Michael F. Perry by Kelly Johns, o=Central Procurement Office, ou=Department of General Services, email=kelly.x.johns@tn.gov, c=US Date: 2019.03.05 08:56:50 -06'00'</p>	<p>APPROVED</p> <p>Bryan Chriske on behalf of Comptroller Justin P. Wilson</p> <p>Digitally signed by Bryan Chriske on behalf of Comptroller Justin P. Wilson Date: 2019.03.08 10:05:32 -06'00'</p>		
CHIEF PROCUREMENT OFFICER	DATE	COMPTROLLER OF THE TREASURY	DATE

Request Tracking #	40100-11919
1. Contracting Agency	Tennessee Department of Transportation
2. Type of Contract or Procurement Method	<input type="checkbox"/> No Cost <input type="checkbox"/> Revenue <input checked="" type="checkbox"/> Sole Source <input type="checkbox"/> Proprietary <input type="checkbox"/> Competitive Negotiation <input type="checkbox"/> Other _____
3. Requestor Contact Information	<u>Mark.D.Patterson@tn.gov</u> 615-532-3010
4. Brief Goods or Services Caption	511 Travel Information Service
5. Description of the Goods or Services to be Acquired	TDOT's 511 service provides users with real-time data for Tennessee's traffic conditions, weather forecast, rest areas, public transportation, airports as well as the capability to link them with other state's 511 services. This service contributes to the safety of Tennessee motorists, TDOT and state agency personnel, and contractors working on and servicing Tennessee highways.
6. Proposed Contractor	Kapsch Trafficcom USA
7. Name & Address of the Contractor's principal owner(s) <i>- NOT required for a TN state education institution</i>	Kapsch Trafficcom USA 8201 Greensboro Dr., Ste 1002 McLean , VA 22102

Request Tracking #	40100-11919
8. Proposed Contract Period – with ALL options to extend exercised <i>The proposed contract start date shall follow the approval date of this request.</i>	60 months
9. Strategic Technology Solutions (“STS”) Pre-Approval Endorsement Request <i>– information technology (N/A to THDA)</i>	<input type="checkbox"/> Not Applicable <input checked="" type="checkbox"/> Attached
10. eHealth Pre-Approval Endorsement Request <i>– health-related professional, pharmaceutical, laboratory, or imaging</i>	<input checked="" type="checkbox"/> Not Applicable <input type="checkbox"/> Attached
11. Human Resources Pre-Approval Endorsement Request <i>– contracts with an individual, state employee training, or services related to the employment of current or prospective state employees</i>	<input checked="" type="checkbox"/> Not Applicable <input type="checkbox"/> Attached
12. Are these goods or services currently available on a statewide contract? If YES, please explain why the current statewide contract is not being used for this procurement.	<input checked="" type="checkbox"/> NO <input type="checkbox"/> YES,
13. Maximum Contract Cost – with ALL options to extend exercised	\$ 1,600,000.00
14. Was there an initial government estimate? If so, what amount?	<input type="checkbox"/> NO <input checked="" type="checkbox"/> YES, \$1,600,000
15. Cost Determination Used- How did agency arrive at the estimate of expected costs?	Estimated costs were derived from the cost of service, average call volume, and maintenance service from the previous contract term and service enhancements for the new contract term.
16. Explanation of Fair and Reasonable Price- Explain how agency determined that price is fair and reasonable	Keeping the current Contractor will allow the agency to save millions of dollars in set up and customization fees. TDOT plans to sunset this service in the near future due to a decrease in call volume and an increase in the use of alternative technology that provides motorist with the same information.
17. Documentation of Discussions with Contractor- How did agency document discussions with Contractor? Attach documentation to this request as applicable.	Communications and discussions take place through email, phone calls, and face to face discussions.
18. Explanation of Need for or requirement placed on the State to acquire the goods or services	This request seeks a new three (3) year contract utilizing the current TN 511 service Contractor at the same level of service currently in operation. The contract ensures and allows for continued operations and maintenance, as well as anticipated and unforeseen future expenses.

Request Tracking #	40100-11919
19. Proposed contract impact on current State operations	<p>TDOT Traffic Operations believes it is in the best interest of the agency and the State of Tennessee, to maintain the current level of 511 services with the current service Contractor.</p> <p>Receiving approximately 1,045 calls per day, disruption or compromise to the current TN 511 service would be a great detriment to the service offering and would have a significant impact on TDOT's ability to pass vital highway traffic and safety information to the motoring public.</p>
20. Justification – Specifically explain why the goods or services should be acquired through the procurement method or contract type selected.	<p>TDOT has spent in excess of two million dollars and many man hours working with Kapsch Trafficcom USA to customize the TN 511 service. If the contract were awarded to a new Supplier, the agency would likely incur substantial costs to develop, customize, and deploy a new 511 service, in order to meet the current level of service, requirements and standards. There may also be a lapse in service for an extended amount of time in order to transition, set up, and test service with a new Supplier to ensure it works appropriately and at the current contract's level of service.</p> <p>TDOT plans to sunset this service in the near future due to a decrease in call volume and an increase in the use of alternative technology that provides motorist with the same information. Continuation with the current Contractor is in the best interest of the State and Tennessee motorist.</p>
For No Cost and Revenue Contracts Only	
21. What costs will the State incur as a result of this contract? If any, please explain.	
22. What is the total estimated revenue that the State would receive as a result of this contract?	
23. Could the State also contract with other parties interested in entering substantially the same agreement? Please explain.	<input type="checkbox"/> NO <input type="checkbox"/> YES
24. Summary of State responsibilities under proposed contract	
For Sole Source and Proprietary Procurements Only	

Request Tracking #	40100-11919
<p>25. Evidence of Contractor's experience & length of experience providing the goods or services to be procured.</p>	<p>Kapsch Trafficcom USA is an internationally renowned provider of intelligent transportation systems in more than 50 countries around the world. The company has provided award-winning city and state-level 511 services over the last 12 years along with providing exceptional service for TDOT for over 10 years. Services offered by the provider are also used by 35 other states across the country.</p>
<p>26. Has the contracting agency procured the subject goods or services before? If yes, provide the method used to purchase the goods or services and the name and address of the contractor.</p>	<p><input type="checkbox"/> NO <input checked="" type="checkbox"/> YES,</p> <p>Method: RFP</p> <p>Name/Address:</p> <p>Kapsch Trafficcom USA</p> <p>8201 Greensboro Dr., Ste. 1002</p> <p>McLean , VA 22102</p>
<p>27. Contractor selection process and efforts to identify reasonable, competitive, procurement alternatives</p>	<p>Kapsch Trafficcom USA was identified during TDOT's RFP process. There are a couple of providers outside of the current Contractor identified that can provide this service. TDOT did contract with one of the other providers prior to its contract with Kapsch Trafficcom USA and was not pleased with the quality of the finished product as it did not meet TDOT's required standard.</p> <p>Since TDOT plans to sunset this service in the near future, it is in the State's best interest to keep the current Contractor and avoid the financial burden and many labor hours needed to recreate, develop, and maintain a customized system at the level of the State's currently system.</p>
<p>Signature Required for all Special Contract Requests</p>	

Request Tracking #

40100-11919

Signature of Agency head or authorized designee, title of signatory, and date (the authorized designee may sign his or her own name if indicated on the Signature Certification and Authorization document)

Signature:



Date: **FEB 15 2019**

**CONTRACT
BETWEEN THE STATE OF TENNESSEE,
STATE AGENCY NAME
AND
CONTRACTOR NAME**

This Contract, by and between the State of Tennessee, Tennessee Department of Transportation ("State") and Kapsch Trafficecom USA Inc. ("Contractor"), is for the provision of Tennessee TN 511 Travel Information Service, as further defined in the "SCOPE." State and Contractor may be referred to individually as a "Party" or collectively as the "Parties" to this Contract.

The Contractor is a For-Profit Corporation
Contractor Place of Incorporation or Organization: State of Maryland
Contractor Edison Registration ID # 0000215727

A. SCOPE:

- A.1. The Contractor shall provide all goods or services and deliverables as required, described, and detailed below and shall meet all service and delivery timelines as specified by this Contract.
- A.2. Service and Deliverables:
The Contractor shall provide all service and deliverables as required, described, and detailed by this Scope of Services and shall meet all service and delivery timelines specified in the Scope of Services Section or elsewhere in this Contract.
- A.3. Functional and System Requirements:
The Contractor shall comply with the following system features and functional requirements in developing, implementing, and operating a TN 511 service in Tennessee.
 - A.3.a. Basic System Requirements
 - A.3.a.1. In accordance with the National TN 511 Guidelines, the Contractor-provided components of the TN 511 service shall be available to callers a minimum of 99.8% of the time, which translates to the service being unavailable less than eighteen (18) hours per year. The Contractor shall not be responsible for meeting this availability requirement during times when the connection between the Interactive Voice Response (IVR) platform and the State's TN 511 XML server is unavailable.
 - A.3.a.2. In accordance with the National TN 511 Guidelines, the Contractor shall provide sufficient capacity for the TN 511 service so as to be able to accept all calls for the 90th percentile peak hour load.
 - A.3.a.3. The Contractor shall determine the number of ports required to accommodate anticipated average call volumes of 70,000 calls per month (totaling 110,000 minutes of total monthly usage) for the first three (3) years of operability. Call transfer requests are expected to average 2,700 requests per month.
 - A.3.a.4. The Contractor shall allocate the appropriate level of system capacity so that "bursting", or the use of additional ports, is not needed to accommodate anticipated average call volumes, but is available, if needed, to accommodate anticipated peak monthly call volumes of 185,000 calls.
 - A.3.a.5. As outlined in the System Security and Disaster Recovery Plan (see Section A.6.a.6.), the Contractor shall provide sufficient system security to restrict access to the components of, and protect confidential information related to,

Tennessee's TN 511 service. The Contractor shall also provide sufficient system redundancy to minimize the frequency and scope of impact of system failures.

- A.3.a.6. The TN 511 service shall, for the duration of this contract, utilize version 6 or greater for the IVR platform. This version of the IVR will be tested and placed into production no later than August 31, 2019.

A.3.b. Basic System Functions and Features

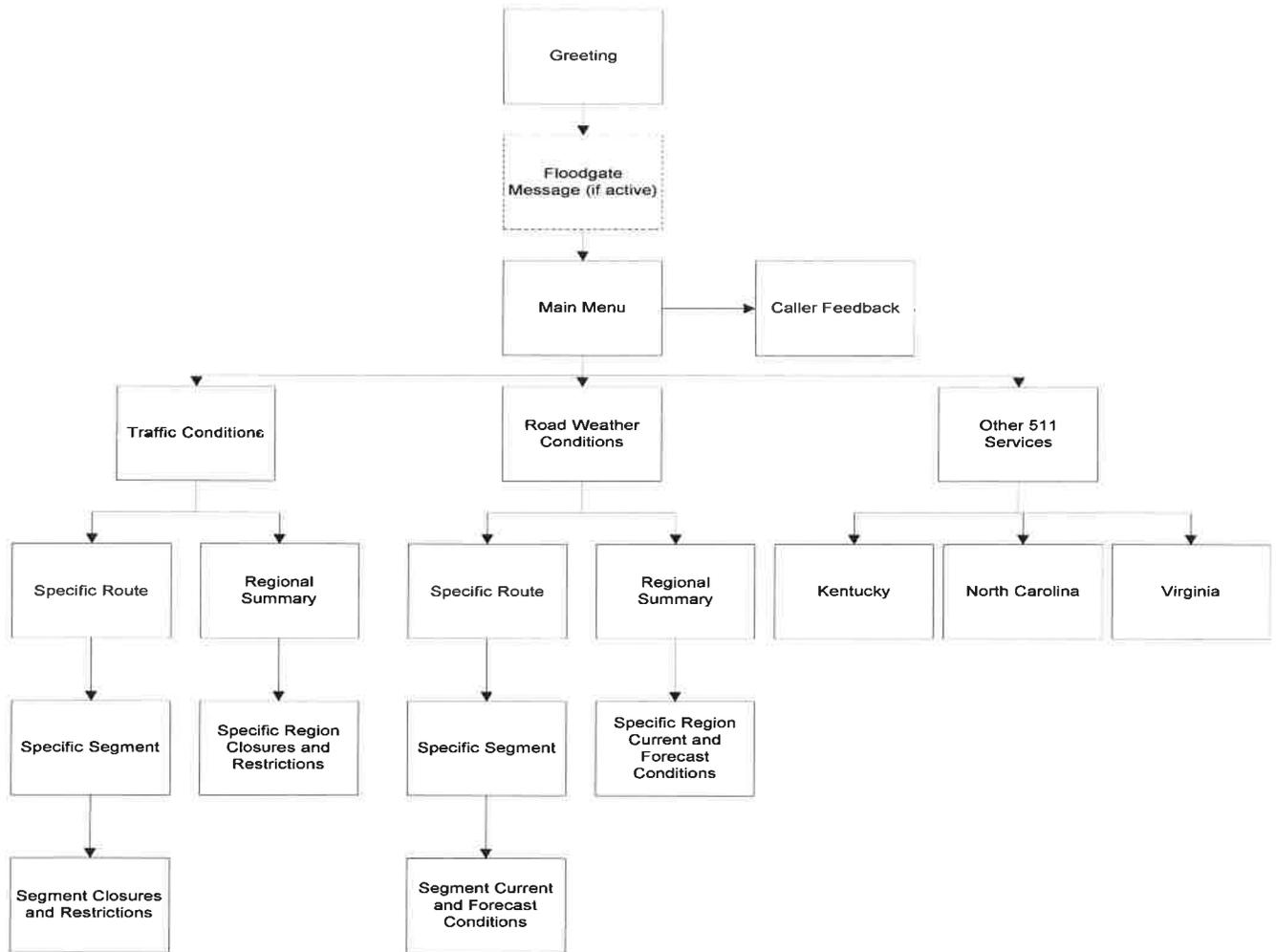
- A.3.b.1. The development of the TN 511 service, as well as any future enhancements, shall adhere, when feasible, to the most current version of the National TN 511 Deployment Coalition's TN 511 Implementation and Operational Guidelines for TN 511 services [hereinafter referred to as National TN 511 Guidelines], unless otherwise directed by the State.
- A.3.b.2. The system architecture for the TN 511 service shall be a privately hosted, network-based IVR platform, as shown in the following diagram.
- A.3.b.3. The Contractor shall be responsible for all tasks related to establishing an IVR platform for the future TN 511 service, which include, but are not limited to:
- (i) Telephone network configuration,
 - (ii) Recordings,
 - (iii) Tree development,
 - (iv) System logic,
 - (v) Database configuration,
 - (vi) Data server configuration,
 - (vii) Interface development,
 - (viii) Testing,
 - (ix) Training and
 - (x) Management
- A.3.b.4. The State shall provide the Contractor with access to the TN 511 XML RSS Feed to develop the interface between the IVR data server and the State's TN 511 RSS Feed. The Contractor shall be responsible for developing the software solution to properly utilize the data feed, while also monitoring the connection status on the Contractor's end. The Contractor's software solution shall comply with State standards. The TN 511 specific RSS feed is currently located at [http://ww2.tdot.state.tn.us/tsw/maps/tdotSmartwayTN 511 mod.xml](http://ww2.tdot.state.tn.us/tsw/maps/tdotSmartwayTN511mod.xml).
- A.3.b.5. The TN 511 service shall utilize the most current information available. The Contractor shall utilize an IVR TN 511 database to store a temporary working copy of the State's XML scripts. The Contractor's IVR data server will monitor the State's TN 511 RSS feed to retrieve the latest updated copy of current XML feed at intervals no longer than five (5) minutes.
- A.3.b.6. The Contractor will make a copy of the latest XML feed available via their website to the State so as the State can confirm Contractor is in possession of the latest XML feed.
- A.3.b.7. Callers to the TN 511 service shall not incur a per-call cost of more than the cost of a local call (i.e., callers using wireless phones will still have air-time charges but calls from landline phones should be free).

- A.3.b.8. Callers shall be able to utilize voice response or touch-tone to navigate the menu structure of the TN 511 service.
- A.3.b.9. The TN 511 service shall comply with applicable Americans with Disabilities Act (ADA) requirements for information accessibility by designing the system to reasonably accommodate speech-impaired and hearing-impaired callers.
- A.3.b.10. The State reserves the exclusive rights to include private sector advertising and marketing in the initial greeting or main menu of the TN 511 service.
- A.3.b.11. A time-out feature shall be included that limits the length of a call to the TN 511 service to ten (10) minutes. Callers shall be provided with a one (1) minute warning before the time-out limit is reached.

A.4 Menu and Content

- A.4.a. The TN 511 service shall accommodate the following types of information.
 - A.3.a.1. Construction and maintenance activities that close or restrict access
 - A.3.a.2. Weather-related road conditions
 - A.3.a.3. Weather forecasts
 - A.3.a.4. Road closures and major delays due to incidents
 - A.3.a.5. Transportation-related major special event information
 - A.3.a.6. Emergency notices and other special alerts
 - A.3.a.7. Access via call transfer to bordering states' TN 511 services
- A.4.b. In accordance with the National TN 511 Guidelines, the travel information available through the TN 511 service should accommodate the following (where applicable).
 - A.3.b.1. Regional overviews with options for additional detailed information
 - A.3.b.2. Specific location or portion of route segment to which information applies
 - A.3.b.3. Direction of travel
 - A.3.b.4. General description and scale of impact and
 - A.3.b.5. Duration for which information applies
- A.4.c. The Contractor shall create a detailed menu tree with call flow diagrams that illustrate how callers will be able to easily navigate through the menus to find the requested information. A high-level menu tree is shown to provide the Contractor with a base from which to develop the detailed menu tree and call flow diagrams.

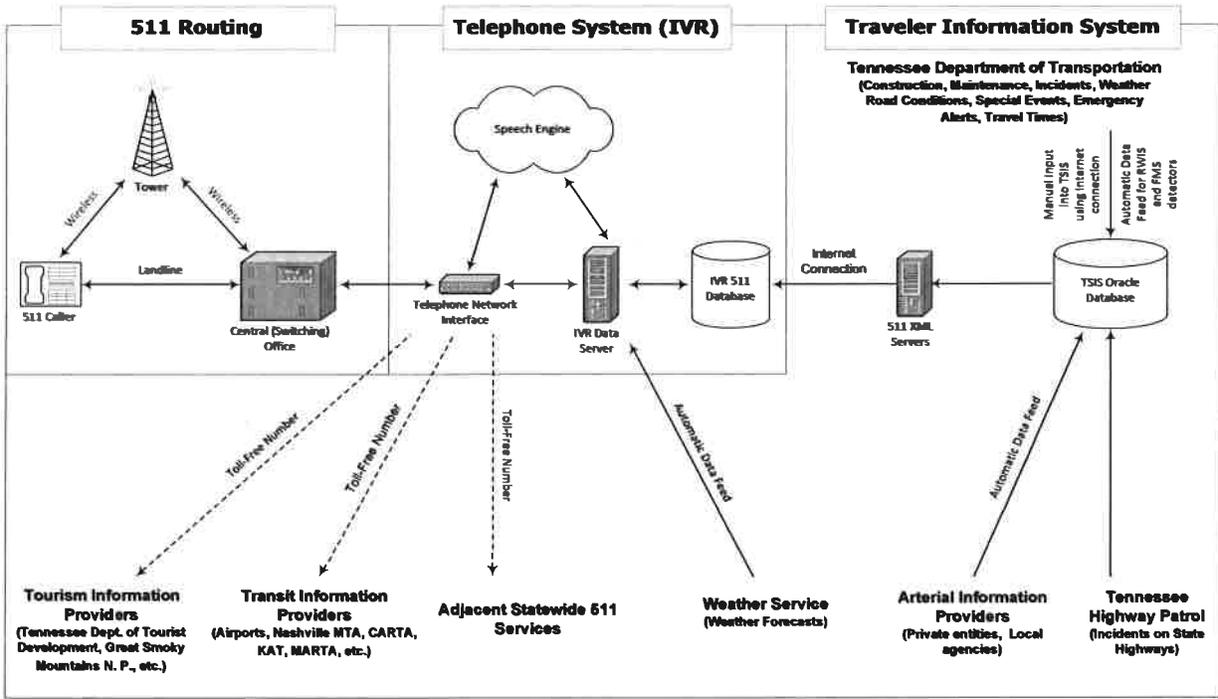
Tennessee 511 Menu Tree



- A.4.d. The TN 511 service shall allow for an uninterruptible floodgate message to be inserted at any level within the menu structure shown in the table above. Callers will not be able to skip past a floodgate message, but once the floodgate message has been played, the TN 511 service will automatically continue with the same call flow that was being performed prior to the floodgate message. Once a floodgate message is inactivated, callers will not be able to discern where a floodgate message had previously been inserted. The floodgate message will be manually input by the State and delivered to the caller as concatenated speech, text-to-speech, or as a recorded message (e.g., in .wav file format) through an interface to be developed by the Contractor.
- A.4.e. The initial greeting of the TN 511 service shall briefly welcome callers to Tennessee's TN 511 services.
- A.4.f. At every menu level, the caller shall be able to hear the entire list of potential menu options at that menu level.
- A.4.g. The TN 511 service shall provide certain commands made of words and phrases that are globally understood by the IVR platform and can be used by callers at any point in the menu structure. These commands could include:
- A.4.g.1. Help,

- A.4.g.2. Main menu,
- A.4.g.3. Go back,
- A.4.g.4. Stop,
- A.4.g.5. Skip ahead to the next event or incident and
- A.4.g.6. Repeat.
- A.4.h. The “help” option offered at each menu shall provide a message that assists the caller with that particular menu.
- A.4.i. If the information stored in the IVR TN 511 database has not been updated within the last five (5) minutes (i.e., the State has not updated XML scripts for the State’s TN 511 RSS feed), the TN 511 service shall return a “no report available” message within the traffic conditions and road weather conditions menus.
- A.4.j. When transferring from Tennessee’s TN 511 services to the TN 511 services of bordering states, a prompt shall tell the caller that they are transferring from the system and allow the caller to say “no” and be returned to the main menu.
- A.4.k. Callers shall be given the opportunity at the main menu to provide comments on the performance of the TN 511 service.
- A.4.l. The Contractor shall implement the State’s requests for minor changes in menu structure or composition within twenty-four (24) hours of the request (during business hours). These minor changes are to be considered part of the operations and maintenance of the TN 511 service and are not to be considered additional services or enhancements. Minor changes are anticipated to include such activities as:
 - A.4.l.1. Replacing a voice command prompt with a new prompt;
 - A.4.l.2. Removing an existing voice command prompt;
 - A.4.l.3. Adding an additional option to a menu, such as the special event information menu (e.g. Bonnaroo); and,
 - A.4.l.4. Enabling/disabling a floodgate message.
- A.4.m. The TN 511 service shall provide Airport information, including call transfers (where applicable) to the following.
 - A.4.m.1. Nashville International Airport
 - A.4.m.2. Memphis International Airport
 - A.4.m.3. Chattanooga Airport
 - A.4.m.4. McGee Tyson Airport, Knoxville
 - A.4.m.5. Tri-Cities Airport
 - A.4.m.6. McKeller-Sipes, Jackson
- A.4.n. The TN 511 service shall provide Transit information, including call transfers, to the following call centers.
 - A.4.n.1. Knoxville Area Transit (KAT)
 - A.4.n.2. Chattanooga Area Regional Transportation Authority (CARTA)
 - A.4.n.3. Nashville Metropolitan Transit Authority (MTA)
 - A.4.n.4. Memphis Area Transit Authority (MATA)
- A.4.o. The TN 511 service shall provide Tourism information, including call transfers, to the following.

- A.4.o.1. Tennessee Department of Tourism
- A.4.o.2. Great Smoky Mountains National Park
- A.4.p. The menu tree and call flow diagrams shall be designed to allow for modification as future enhancements are made to the TN 511 service. The State (at its discretion) may request enhancements be made to the TN 511 service. The Contractor shall respond with a scope and budget within two (2) weeks of such a request from the State. Enhancements could include upgrades proposed by the Contractor as well as some of the following upgrades currently being considered by the State.
 - A.4.p.1. Utilization of the GeoRSS feeds in place of the existing TN 511 specific RSS feed (available at the following URLs)
 - A.4.p.1.i. Incident:
<http://ww2.tdot.state.tn.us/tsw/GeoRSS/TDOTIncidentGeoRSS.xml>
 - A.4.p.1.ii. Construction:
<http://ww2.tdot.state.tn.us/tsw/GeoRSS/TDOTConstructionGeorss.xml>
 - A.4.p.1.iii. Road Conditions:
<http://ww2.tdot.state.tn.us/tsw/GeoRSS/TDOTWeatherGeorss.xml>
 - A.4.p.1.iv. Weather Advisory:
<http://ww2.tdot.state.tn.us/tsw/GeoRSS/TDOTCWAGEorss.xml>
 - A.4.p.2. Congestion information and anticipated travel times in metropolitan areas,
 - A.4.p.3. Arterial street travel information and
 - A.4.p.4. Call transfers or contact numbers for TN 511 services that may be provided by any bordering states in the future.
- A.4.q. The system architecture for the enhanced TN 511 service is envisioned to generally be as shown in the following diagram, although the number and type of enhancements and/or technologies are subject to change.



A.5. **Project Management.** The Contractor shall provide the necessary project management and administrative support to design, build, implement, operate and maintain the hosted element of the State's TN 511 services. The Contractor shall identify a project manager who will serve as a point of contact for the State throughout the term of the contract. The Contractor's Project Management duties shall include the following.

A.5.a. **Project Management Plan**

The Contractor shall submit a project management plan that shall include, but not be limited to, the following:

A.5.a.1. **Major tasks to be completed**

- A.5.a.1.i. Project work plan showing the effort required and resources assigned to complete each task
- A.5.a.1.ii. Anticipated starting and ending dates for each task
- A.5.a.1.iii. Microsoft Project baseline schedule of key milestones, product submittals, project meetings, and review periods and
- A.5.a.1.iv. Overview of proposed technical design that includes block diagrams and corresponding descriptions of the major components of the system

A.5.b. **Progress Reports**

During system development and implementation, the Contractor shall prepare and

submit to the State weekly progress reports in a format specified by the State. The progress reports shall:

- A.5.b.1. Detail all work efforts in the reporting period including all progress towards the current objective and
- A.5.b.2. Discuss any anticipated or encountered difficulties and proposed solutions.
- A.5.b.3. As the project approaches the transition to the future TN 511 service, more frequent progress reports may be needed to keep the State informed of project progress.

A.5.c. **Web-Based Dashboard**

The Contractor shall provide a web-based 'dashboard' with access controlled by login and password. The dashboard shall include a system performance display which will provide, at a minimum, the operation and utilization statistics currently recommended in Section VI of the National TN 511 Guidelines, version 3, and described in Section A.10.c.

A.5.d. **Annual Program Review**

The Contractor shall prepare an annual program review summary of system performance and operations that will include, at a minimum: annual summary and monthly summaries of call volumes and call transfers, system enhancements and modifications completed (e.g., new content and functions), system enhancements requested, underway or completed, performance against goals, and overall system operations.

A.5.e. **Project Meetings**

The Contractor shall organize and conduct project meetings with the State and be responsible for preparing and disseminating agendas and meeting summaries to the State. The purpose of these meetings will be to discuss the progress of work in terms of schedule and budget, to discuss technical and institutional issues that may arise, and to discuss comments on previously submitted products. During the design, build, testing and implementation phases, bi-monthly meetings or teleconferences are anticipated. More frequent meetings may be needed as the transition date approaches. Once the TN 511 service is operational, periodic progress meetings or teleconferences are anticipated to be held between the State and the Contractor's project manager.

A.5.f. **Project Records and Files**

The Contractor shall maintain project records and files. Project records shall include progress reports, meeting agendas and summaries, management plans, schedule updates, project correspondence, product submittals, and source code specific to Tennessee's TN 511 services. All project records shall be considered the property of the State and shall be made available by the Contractor to State personnel, upon request, for review and audit.

A.6. **TN 511 Service Project Phases.**

The anticipated major phases for TN TN 511 is as follows:

- Phase 1: Installation of new hardware and software for TN TN 511 service
- Phase 2: System design and build of new TN TN 511 service
- Phase 3: Testing and implementation of new TN TN 511 service
- Phase 4: Operations and maintenance of TN TN 511 services
- Phase 5: Additional Enhancements of TN 511 services

A.6.a. **Phase 1: Installation of New Hardware and Software**

Contractor shall install all new hardware and software necessary for the TN 511 service to properly function and operate. Contractor shall provide a one (1) year warranty for all hardware and software and be responsible for replacing any defective hardware and software at no additional cost to the State. Upon completion of the installation, Contractor shall thoroughly test the system to ensure it properly functions and operates to successfully implement the TN 511 service.

A.6.b. Phase 2: System Design and Build

TN 511 system design includes the development by the Contractor for all design documents needed to develop the TN 511 service. These design documents are to be succinct, yet detailed enough that the State can determine that the proposed design complies with the functional and system requirements described in Section A.3. Where applicable, these design documents are also to be comprehensive enough so that if the hosting services are transferred to a new voice-hosting services provider at some later date, the design documents contain enough information to allow the new provider to ascertain the system functionalities and features of the TN 511 service. Following are the minimum design documents that shall be delivered by the Contractor to the State as part of Phase 2.

A.6.b.1. Quality Assurance and Control Plan

The Contractor shall have available a quality assurance and control plan to ensure compliance with all appropriate standards of quality throughout the term of the contract. The quality assurance and control plan shall be reviewed and updated as needed.

A.6.b.2. Detailed Functional and System Requirements

The Contractor shall have available detailed functional and system requirements for Tennessee's TN 511 service. The detailed functional and system requirements shall be based on the requirements outlined in Section A.3.

A.6.b.3. System Architecture and Detailed System Design

Based on the detailed functional and system requirements, the Contractor shall have available an architecture that shows the various Contractor-provided components of the TN 511 service. The architecture should graphically depict all subsystems, data interfaces, and call transfers, as well as identify the location and ownership of major hardware and software components. The architecture should also provide design details, such as descriptions of the individual hardware and software components, their functionalities, how they communicate with each other, their relative installation locations, and database usage.

A.6.b.4. Detailed Call Flows and Dialogs

The Contractor shall have available detailed menu trees and call flow diagrams for the TN 511 service based on the menu tree outlined in Section A.4.c. The Contractor shall have available, call flow diagrams for all future enhancements to the service that result in expansion or modifications to the current menu structure. These call flow diagrams should illustrate menus, prompts, and sample dialogs for each menu option and layer. Call flows should include menu options, system information, and show sample dialogs with user requests. Dialogs also should address 'help' functions. Dialogs and menu options should indicate which responses are recorded and which are dynamically generated. All call flow diagrams should illustrate both voice recognition and touch-tone responses as callers will have the option to use either.

A.6.b.5. System Interface Design

The Contractor shall have available, a document that provides detailed design for the interfaces that will be required between the public switched telephone network (PSTN), the telephone network interface, the speech engine, the IVR data server, the State's TN 511 XML server, other TN 511 services (for a call transfer), and all other system components. A summary describing the designed interfaces will be submitted to the State.

A.6.b.6. System Security and Disaster Recovery Plan

The Contractor shall have available, a system security plan that addresses system security for those components of the TN 511 service provided by the Contractor. This plan will include provisions to restrict access and protect confidential information through means such as external and internal firewalls. These security plans and provisions shall be reviewed and updated as needed throughout the term of the Contract. In addition, the Contractor shall have available, a disaster recovery plan that demonstrates how the system will be brought back to its previous working condition after a system failure or a security breach. A minimum of one (1) disaster recovery test per year will be conducted with results delivered to the State within two (2) months of said testing. The test report will include any issues identified and how they are to be mitigated.

A.6.b.7. Interactive Voice Response (IVR) Platform Demonstration

The Contractor shall have available, a customized IVR platform that has the capability of using voice recognition and concatenated speech output to match TN 511 callers with requested traveler information.

A.6.b.8. System Acceptance Test (SAT) Plan

The Contractor shall prepare a SAT plan outlining procedures and performance requirements for the testing phase of the TN 511 service. Acceptance testing will occur at key points in the design and build phase of the system. The Contractor is required to perform a full end-to-end test prior to implementation of the TN 511 service. The TN 511 service must operate properly, without system failures, for a consecutive 30-day period after the end-to-end test before final test acceptance of the TN 511 service will be made. Proper operation includes, but is not limited to, the full process from receiving the call, recognizing the caller requests, retrieving the desired information, reporting that information back to the caller, and terminating the call. The system acceptance test will need to demonstrate functionality of all interfaces and transfers, voice and touch-tone recognition, and menus, and that the system is accurately providing information based on requests. Once State acceptance has been achieved in the test environment, the tests will be re-run in the production environment. A load test also will be performed by the Contractor in the production environment prior to implementation. The SAT plan shall also outline procedures and performance requirements for the testing phase of any modifications or enhancements that may be made to TN 511 service after the initial implementation of the system is complete.

A.6.b.9. Configuration Management Plan

The Contractor shall have available a configuration management plan and implement software and hardware configuration control and management procedures. This plan should outline processes, procedures and responsibilities for documenting and implementing any modifications and enhancements, including appropriate development requirements, approvals/acceptance and sign-off authorities. This plan shall also show which components and files (e.g., XML files, data access scripts, voice files) are project-specific and which are shared with other projects that are not part

of the Tennessee TN 511 service, if applicable. For those TN 511 service components shared with other projects, the Contractor shall indicate how those shared components will be managed to prevent changes in other projects from impacting the Tennessee TN 511 service. Configuration management will be under the control of a Configuration Control Board that will consist of State staff and representatives of the Contractor.

A.6.b.10. Training Plan

The Contractor shall develop a training plan that addresses how the Contractor will train State personnel about what their responsibilities are for assisting in the operations and maintenance of the TN 511 service. These responsibilities include making minor modifications to the menu tree structure by enabling/disabling a floodgate message.

A.6.b.11. Business Model Analysis

The Contractor shall have available a business model analysis that discusses potential opportunities to maximize State benefit, upon implementation of the TN 511 service. Institutional issues surrounding possible public-private partnerships will be discussed. The implementation of potential future enhancements should be considered in the business model analysis.

A.6.b.12. Exit Strategy

An exit strategy shall be delivered in Phase 2, describing what shall be done in the event the Contractor no longer provides hosting services in the future. The exit strategy shall discuss how all project-specific XML files, data access scripts, voice files, and other pertinent code and files will be transferred to a new voice-hosting service provider.

A.6.b.13. Operations and Maintenance Plan

The Contractor shall develop an operations and maintenance plan that addresses, at a minimum, the following key components.

- A.6.b.13.i. Overall system operations
- A.6.b.13.ii. Staffing plan and requirements, including identifying Contractor points-of-contact
- A.6.b.13.iii. Monthly reporting/usage
- A.6.b.13.iv. Maintenance needs

A.6.b.14. Performance Monitoring Plan

The Contractor shall have available and implement a performance monitoring plan in accordance with the Functional and System Requirements outlined in Section A.3. and any other performance requirements developed as part of the Contractor's plan to measure the success of meeting the system requirements.

A.6.b.15. Enhancements Plans

- A.6.b.15.i. The Contractor shall have available, on an as needed basis, a plan detailing the implementation and costs of specific enhancements desired or required by the State for the remaining term of the Contract.
- A.6.b.15.ii. The Contractor is encouraged to offer enhancement suggestions. Any suggestions shall include a plan detailing the implementation and costs of said enhancements.

A.6.c. Phase 3: Testing and Implementation

- A.6.c.1. The Contractor shall have available, a test TN 511 service, allowing for non-production testing of the TN 511 system. The Contractor shall develop and test the future TN 511 service in a separate test environment prior to implementation.
- A.6.c.2. After a full end-to-end test is performed as outlined in the System Acceptance Test Plan (see Section A.6.a.8) in the Test environment, the Contractor will implement the TN 511 service in their production environment. The TN 511 service must operate properly, without a system failure, for a consecutive 30-day burn-in period in the production Environment before final acceptance of the TN 511 service will be made. A system failure occurs when there is an interruption or problem with the proper operation of the system. Proper operation includes, but is not limited to, the full process from receiving the call, recognizing the caller requests, retrieving the desired information, reporting that information back to the caller, and terminating the call.
- A.6.c.3. The Contractor will maintain the Test environment after implementation of the TN 511 service in production so the State and Contractor can test any changes or improvements to the service before implementing them in the production environment.
- A.6.c.4. Any additional temporary or permanent toll-free numbers, hardware, and software needed for testing or operating the future TN 511 service will be obtained and paid for by the Contractor.
- A.6.c.5. Live testing of the future TN 511 service shall be conducted immediately after implementation to ensure all components of the future TN 511 service have been successfully implemented.

Any enhancements to the future TN 511 service shall go through testing as outlined in the SAT Plan (see Section A.6.b.8).

A.6.d. Phase 4: Operations and Maintenance of TN 511 service

- A.6.d.4. Operations and maintenance shall commence with the implementation of the TN 511 service and continue until the expiration of the Contract or expiration of any contract extensions.
- A.6.d.2. All licensing, operations and maintenance requirements associated with the Contractor's components of the TN 511 service will be the responsibility of the Contractor and shall be outlined in the Operations and Maintenance Plan (see Section A.6.a.13).
- A.6.d.3. The TN 511 service shall be designed with appropriate reporting functions and shall generate real-time system performance reports to be provided to the State using a web-based 'dashboard' system. The following system performance and utilization statistics, as currently recommended by the National TN 511 Guidelines, shall be included at a minimum:
 - A.6.d.3.i. Calls per month,
 - A.6.d.3.ii. Peak daily count and date of occurrence,
 - A.6.d.3.iii. Peak hourly count and time of occurrence,
 - A.6.d.3.iv. Capacity utilization (number of ports used versus number available),
 - A.6.d.3.v. Number of dropped calls,
 - A.6.d.3.vi. Number and duration of system failures,

- A.6.d.3.vii. Average call length in seconds,
 - A.6.d.3.viii. Total minutes of usage per month,
 - A.6.d.3.viii. Total number and percentage of requests for the main menu selections,
 - A.6.d.3.x. Total number and percentage of transfers to border states' TN 511 services,
 - A.6.d.3.xi. Total number and percentage of calls from wireless telephones (optional based on telephone routing configuration) and
 - A.6.d.3.xii. Total number and percentage of calls from landline telephones (optional based on telephone routing configuration).
- A.6.d.4. The Contractor shall be responsible for ensuring that call transfers to border states' TN 511 service are correctly programmed and properly functioning.
- A.6.d.5. As outlined in the performance monitoring plan (see Section A.6.b.14), the Contractor shall monitor the TN 511 service operations to ensure that interfaces, menus, prompts, and responses are functioning correctly. The State will be responsible for quality and accuracy of information provided to callers.
- A.6.d.6. The Contractor shall provide the means to log information from the components of the TN 511 service. Logging information shall include system status, system errors, and operational logs. The log text shall be time stamped and presented in understandable English sentences. Other information may be provided, as necessary, to assist developers in diagnosing the causes of any problems. The Contractor will include these logs in the web-based 'dashboard' monitoring system.
- A.6.d.7. Any needed maintenance, upgrade, and life-cycle costs for the Contractor-provided portions of the TN 511 service will be incurred by the Contractor.
- A.6.d.8. Operating and maintaining the TN 511 service shall be completed through the end of the Contract; a period anticipated to be thirty-six (36) months (including development and testing) unless contract extensions are utilized as follows.
- A.6.d.8.i Operations and Maintenance of TN 511 service of components independent of usage, including but not limited to program management, IVR hosting, and software and hardware maintenance and upgrades.
 - A.6.d.8.ii Operations and Maintenance of TN 511 service for 0-25,000 minutes in a month (includes all applicable long distance access, telco, and bursting, and call transfers).
 - A.6.d.8.iii Operations and Maintenance of TN 511 service in excess of 25,000 minutes in a month, for next tier of 25,000 minutes (25,001-50,000 total minutes) in a month (includes all applicable long distance access, telco, and bursting, and call transfers).
 - A.6.d.8.iv Operations and Maintenance of TN 511 service in excess of 50,000 minutes in a month, for next tier of 25,000 minutes (50,001-75,000 total minutes) in a month (includes all applicable long distance access, telco, and bursting, and call transfers).
 - A.6.d.8.v Operations and Maintenance of TN 511 service in excess of 75,000 minutes in a month, for next tier of 25,000 minutes (75,001-100,000 total minutes) in a month (includes all

applicable long distance access, telco, and bursting, and call transfers).

A.6.d.8.vi and Maintenance of TN 511 service in excess of 100,000 minutes in a month, for next tier of 50,000 minutes (100,001-150,000 total minutes) in a month (includes all applicable long distance access, telco, and bursting, and call transfers).

A.6.d.8.vii and Maintenance of TN 511 service in excess of 150,000 minutes in a month, for next tier of 50,000 minutes (150,001-200,000 total minutes) in a month (includes all applicable long distance access, telco, and bursting, and call transfers).

A.6.d.8.viii Operations and Maintenance of TN 511 service if exceeds 200,000 minutes in a month, for all additional minutes beyond 200,000 minutes in a month (includes all applicable long distance access, telco, and bursting, and call transfers).

A.6.d.8.ix Operations and Maintenance of TN 511 service for call transfer to a toll-free number.

A.6.e. Phase 5: Additional Enhancements

This includes implementing enhancements on an as-needed basis for the remaining term of the Contract. The Contractor or the State can recommend enhancements but the State ultimately determines which enhancements to implement. The effort to complete these enhancements shall be broken down into the following sub-tasks:

A.6.e.1. Project Management

A.6.e.2. Business Analysis

A.6.e.3. Application Development

A.6.e.4. Database Development or Modification

A.6.e.5. Modification of Voice Files

A.7. System Interfaces

A.7.a. The Contractor shall use the current toll-free number for use with the TN 511 service. This number is the point-to number to which TN 511 calls will be routed by telecommunications providers. The State has coordinated with telecommunications providers to perform the actual routing. This point-to number is also used by callers who need to dial the toll-free number because their telecommunications providers do not route TN 511 calls. This toll-free number shall remain in ownership of the State at the end of the Contract.

A.7.b. The Contractor shall be responsible for all telecommunications connections between the IVR platform and the Public Switched Telephone Network (PSTN) for toll-free and call transfer services.

A.7.c. The Contractor shall be responsible for all interfaces and connections between the components of the IVR platform.

A.7.d. The Contractor shall be responsible for all interfaces and connections between the Contractor's IVR platform and the State's TN 511 XML server(s).

A.7.e. The Contractor will develop an interface with the National Weather Service or other weather information providers to provide general forecasted weather conditions in the TN 511 service for the roadway segments included in the TN 511 service.

A.7.f. The Contractor will develop an interface and mechanism that allows State staff to insert and remove a floodgate message at any point in the menu structure. This interface will

utilize a secure Internet connection. The floodgate interface will permit State staff to use text or pre-recorded messages (e.g., .wav files) for floodgate messages. The Contractor shall ensure that all floodgate messages in a text format are appropriately converted to speech. The Contractor shall ensure that all floodgate messages are uploaded to the TN 511 service and placed in the TN 511 menu structure as requested by State staff.

- A.7.g. The TN 511 service will provide call transfers to the toll-free numbers corresponding to the TN 511 service of bordering states that disconnect the caller from Tennessee's TN 511 services, once the call transfer is made.
- A.7.h. The Contractor is responsible for developing or modifying interfaces between the Contractor-provided components of the TN 511 service to accommodate future enhancements.

A.8. End-User Interfaces

- A.8.a. The IVR platform shall recognize voice commands from callers and provide callers with access to the requested information through voice message outputs.
- A.8.b. The IVR platform shall be capable of recognizing various accents and dialects.
- A.8.c. The IVR platform shall be capable of recognizing various names or designations for the same road or location (e.g., Interstate 40 and I-40).
- A.8.d. The voice recognition shall be updateable either through software or other means on the accents and words most commonly used by callers of the TN 511 service, thereby improving the voice recognition functionality.
- A.8.e. The IVR platform also shall be capable of recognizing touch-tone, also known as Dual-Tone Multi-Frequency (DTMF), commands from callers, thereby creating an alternate method besides voice commands for callers to request information.
- A.8.f. The IVR platform shall automatically default to touch-tone after three consecutive failures to recognize voice commands. Callers shall be notified that the system is defaulting to touch-tone.
- A.8.g. Travel information shall generally be converted to voice messages by combining concatenated voice clips or utilizing text-to-speech. The most current version of Voice Extensible Markup Language (VXML) (as approved by the W3C XML Workgroup) shall be used to convert the data into voice messages. Pre-recorded messages may be appropriate in certain cases such as floodgate messages.
- A.8.h. The Contractor shall coordinate with the State regarding the recording of voice messages for the Tennessee TN 511 service. The State will provide the Contractor with the voice talent but it will be the responsibility of the Contractor to provide the words or sentences that are to be recorded to the voice talent. It is anticipated that the same voice talent will be utilized to record all voice messages, with one possible exception being for pre-recorded messages produced by the State.
- A.8.i. The IVR platform shall provide audible evidence that a call is still active if there is any "dead" time while data is being processed.
- A.8.j. The State shall maintain the rights to all project-specific voice recordings developed for the Tennessee TN 511 service. A copy of all project-specific voice recordings shall be provided to the State by the Contractor before implementation of the TN 511 service occurs. Any updates to the voice recordings throughout the contract period shall also be provided to the State.
- A.8.k. The Contractor shall provide a demonstration to the State that shows that all of the requirements set forth herein have been met.

A.11. Training

- A.11.a. The Contractor shall develop a curriculum that documents the responsibilities of State personnel for assisting the Contractor in the operations and maintenance of the TN 511 service.
- A.11.b. The Contractor shall conduct training of State personnel at a State location in Nashville at least thirty (30) days prior to the implementation of the TN 511 service. It is anticipated that this training will be for ten (10) to fifteen (15) State personnel.

A.12. Configuration Management and Control

- A.12.a. The Contractor shall track all modifications, changes, and enhancements to the TN 511 service.
- A.12.b. The Contractor shall implement the software and hardware configuration control and management procedures outlined in the Configuration Management Plan (see Section A.6.a.9).
- A.12.c. The Contractor shall report to the configuration management board and provide status reports to the State quarterly.
- A.12.d. The Contractor shall update the Configuration Management Plan (see Section A.6.a.9) and all other applicable plans as needed.

- A.13. Warranty. Contractor represents and warrants that the term of the warranty ("Warranty Period") shall be the greater of the Term of this Contract or any other warranty generally offered by Contractor, its suppliers, or manufacturers to customers of its goods or services. The goods or services provided under this Contract shall conform to the terms and conditions of this Contract throughout the Warranty Period. Any nonconformance of the goods or services to the terms and conditions of this Contract shall constitute a "Defect" and shall be considered "Defective." If Contractor receives notice of a Defect during the Warranty Period, then Contractor shall correct the Defect, at no additional charge.

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

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

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

- A.14. Inspection and Acceptance. The State shall have the right to inspect all goods or services provided by Contractor under this Contract. If, upon inspection, the State determines that the goods or services are Defective, the State shall notify Contractor, and Contractor shall re-deliver the goods or provide the services at no additional cost to the State. If after a period of thirty (30) days following delivery of goods or performance of services the State does not provide a notice of any Defects, the goods or services shall be deemed to have been accepted by the State.

B. TERM OF CONTRACT:

- B.1. This Contract shall be effective on July 15, 2019 ("Effective Date") and extend for a period of thirty-six (36) months after the Effective Date ("Term"). The State shall have no obligation for goods or services provided by the Contractor prior to the Effective Date.
- B.2. Renewal Options. This Contract may be renewed upon satisfactory completion of the Term. The State reserves the right to execute up to two (2) renewal options under the same terms and conditions for a period not to exceed twelve (12) months each by the State, at the State's sole option. In no event, however, shall the maximum Term, including all renewals or extensions, exceed a total of sixty (60) months.

C. PAYMENT TERMS AND CONDITIONS:

- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Contract exceed two million, two hundred thousand dollars (\$2,200,000.00) ("Maximum Liability"). This Contract does not grant the Contractor any exclusive rights. The State does not guarantee that it will buy any minimum quantity of goods or services under this Contract. Subject to the terms and conditions of this Contract, the Contractor will only be paid for goods or services provided under this Contract after a purchase order is issued to Contractor by the State or as otherwise specified by this Contract.
- C.2. Compensation Firm. The payment methodology in Section C.3. of this Contract shall constitute the entire compensation due the Contractor for all goods or services provided under this Contract regardless of the difficulty, materials or equipment required. The payment methodology includes all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Contractor.
- C.3. Payment Methodology. The Contractor shall be compensated based on the payment methodology for goods or services authorized by the State in a total amount as set forth in Section C.1.
 - a. The Contractor's compensation shall be contingent upon the satisfactory provision of goods or services as set forth in Section A.
 - b. The Contractor shall be compensated based upon the following payment methodology:

Service Description	Amount (per compensable increment)
Phase 1: Installation of Hardware and Software	\$700,000.00
Phase 2: System Design	\$ 0
Phase 3: Testing and Implementation	\$ 0
Phase 4: Operations and Maintenance Monthly cost components independent of usage, including but not limited to program management, IVR hosting, IVR upgrade to version 6 and software and hardware maintenance and upgrades	\$ 21,000.00 per month
Phase 4: Operations and Maintenance Per minute rate for 0-25,000 minutes in a month (includes all applicable	\$ 0.020 per minute

long distance access, telco, and bursting surcharges and taxes except for call transfer charges)	
Phase 4: Operations and Maintenance Per minute rate, if exceed 25,000 minutes in a month, for next tier of 25,000 minutes (25,001-50,000 total minutes) in a month (includes all applicable long distance access, telco, and bursting surcharges and taxes except for call transfer charges)	\$ 0.020 per minute
Phase 4: Operations and Maintenance Per minute rate, if exceed 50,000 minutes in a month, for next tier of 25,000 minutes (50,001-75,000 total minutes) in a month (includes all applicable long distance access, telco, and bursting surcharges and taxes except for call transfer charges)	\$ 0.020 per minute
Phase 4: Operations and Maintenance Per minute rate, if exceed 75,000 minutes in a month, for next tier of 25,000 minutes (75,001-100,000 total minutes) in a month (includes all applicable long distance access, telco, and bursting surcharges and taxes except for call transfer charges)	\$ 0.020 per minute
Phase 4: Operations and Maintenance Per minute rate, if exceed 100,000 minutes in a month, for next tier of 50,000 minutes (100,001-150,000 total minutes) in a month (includes all applicable long distance access, telco, and bursting surcharges and taxes except for call transfer charges)	\$ 0.088 per minute
Phase 4: Operations and Maintenance Per minute rate, if exceed 150,000 minutes in a month, for next tier of 50,000 minutes (150,001-200,000 total minutes) in a month (includes all applicable long distance access, telco, and bursting surcharges and taxes except for call transfer charges)	\$ 0.088 per minute
Phase 4: Operations and Maintenance Per minute rate, if exceed 200,000 minutes in a month, for all additional minutes beyond 200,000 minutes in a month (includes all applicable long distance access, telco, and bursting surcharges and taxes except for call transfer charges)	\$ 0.088 per minute
Phase 4: Operations and Maintenance Per transfer charge for a call transfer to a toll-free number	\$ 0.100 per transfer
Phase 5: Additional Enhancements Per agreed price based upon estimated labor and service costs	
Project Management	\$ 181.73 per hour
Business Analysis	\$ 129.81 per hour
Application Development	\$ 110.34 per hour
Database Development or Modification	\$ 103.85 per hour
Modification of Voice files	\$ 201.20 per hour

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

C.5. Invoice Requirements. The Contractor shall invoice the State only for goods delivered and accepted by the State or services satisfactorily provided at the amounts stipulated in Section C.3., above. Contractor shall submit invoices and necessary supporting documentation, no more

frequently than once a month, and no later than thirty (30) days after goods or services have been provided to the following address:

John Hall
Motorist Information Coordinator
Tennessee Department of Transportation
505 Deaderick Street, Suite 700
James K. Polk Building
Nashville, TN 37243
Telephone: (615) 253-0057

- a. Each invoice, on Contractor's letterhead, shall clearly and accurately detail all of the following information (calculations must be extended and totaled correctly):
 - 1) Invoice number (assigned by the Contractor);
 - 2) Invoice date;
 - 3) Contract number (assigned by the State);
 - 4) Customer account name: Tennessee Department of Transportation, Traffic Operations Division;
 - 5) Customer account number (assigned by the Contractor to the above-referenced Customer);
 - 6) Contractor name;
 - 7) Contractor Tennessee Edison registration ID number;
 - 8) Contractor contact for invoice questions (name, phone, or email);
 - 9) Contractor remittance address;
 - 10) Description of delivered goods or services provided and invoiced, including identifying information as applicable;
 - 11) Number of delivered or completed units, increments, hours, or days as applicable, of each good or service invoiced;
 - 12) Applicable payment methodology (as stipulated in Section C.3.) of each good or service invoiced;
 - 13) Amount due for each compensable unit of good or service; and
 - 14) Total amount due for the invoice period.
- b. Contractor's invoices shall:
 - (1) Only include charges for goods delivered or services provided as described in Section A and in accordance with payment terms and conditions set forth in Section C;
 - (2) Only be submitted for goods delivered or services completed and shall not include any charge for future goods to be delivered or services to be performed;
 - (3) Not include Contractor's taxes, which includes without limitation Contractor's sales and use tax, excise taxes, franchise taxes, real or personal property taxes, or income taxes; and
 - (4) Include shipping or delivery charges only as authorized in this Contract.
- c. The timeframe for payment (or any discounts) begins only when the State is in receipt of an invoice that meets the minimum requirements of this Section C.5.

C.6. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any payment, invoice, or other matter. A payment by the State shall not be construed as acceptance of goods delivered, any part of the services provided, or as approval of any amount invoiced.

C.7. Invoice Reductions. The Contractor's invoice shall be subject to reduction for amounts included in any invoice or payment that is determined by the State, on the basis of audits conducted in

accordance with the terms of this Contract, to not constitute proper compensation for goods delivered or services provided.

- C.8. Deductions. The State reserves the right to deduct from amounts, which are or shall become due and payable to the Contractor under this or any contract between the Contractor and the State of Tennessee, any amounts that are or shall become due and payable to the State of Tennessee by the Contractor.
- C.9. Prerequisite Documentation. The Contractor shall not invoice the State under this Contract until the State has received the following, properly completed documentation.
- a. The Contractor shall complete, sign, and present to the State the "Authorization Agreement for Automatic Deposit Form" provided by the State. By doing so, the Contractor acknowledges and agrees that, once this form is received by the State, payments to the Contractor, under this or any other contract the Contractor has with the State of Tennessee, may be made by ACH; and
 - b. The Contractor shall complete, sign, and return to the State the State-provided W-9 form. The taxpayer identification number on the W-9 form must be the same as the Contractor's Federal Employer Identification Number or Social Security Number referenced in the Contractor's Edison registration information.

D. MANDATORY TERMS AND CONDITIONS:

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

The State:

John Hall
Motorist Information Coordinator
Tennessee Department of Transportation
505 Deaderick Street, Suite 300
James K. Polk Building
Nashville, TN 37243
Email: John.Hall@tn.gov
Telephone: (615) 253-0057

The Contractor:

Christopher Tivoli
ITS Project Manager
Kapsch TrafficCom USA Inc.
1390 Piccard Dr. Suite 200

Rockville, MD 20852
Email: Christopher.Tivoli@kapsch.net
Telephone: (301) 834-2182

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

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

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

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

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

D.10. Equal Opportunity. The Contractor agrees as follows:

a. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

- (1) Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising;
- (2) Layoff or termination;
- (3) Rates of pay or other forms of compensation; and
- (4) Selection for training, including apprenticeship.

The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

b. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

c. If the State approves any subcontract, the subcontract shall include paragraphs (a) and (b) above.

In addition, to the extent applicable the Contractor agrees to comply with 41 C.F. R. § 60-1.4, as that Section is amended from time to time during the term.

D.11. Prohibition of Illegal Immigrants. The requirements of Tenn. Code Ann. § 12-3-309 addressing the use of illegal immigrants in the performance of any contract to supply goods or services to the state of Tennessee, shall be a material provision of this Contract, a breach of which shall be grounds for monetary and other penalties, up to and including termination of this Contract.

a. The Contractor agrees that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this Contract. The Contractor shall reaffirm this attestation, in writing, by submitting to the State a completed and signed copy of the document at Attachment A, semi-annually during the Term. If the Contractor is a party to more than one contract with the State, the Contractor may submit one attestation that applies to all contracts with the State. All Contractor attestations shall be maintained by the Contractor and made available to State officials upon request.

- b. Prior to the use of any subcontractor in the performance of this Contract, and semi-annually thereafter, during the Term, the Contractor shall obtain and retain a current, written attestation that the subcontractor shall not knowingly utilize the services of an illegal immigrant to perform work under this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant to perform work under this Contract. Attestations obtained from subcontractors shall be maintained by the Contractor and made available to State officials upon request.
 - c. The Contractor shall maintain records for all personnel used in the performance of this Contract. Contractor's records shall be subject to review and random inspection at any reasonable time upon reasonable notice by the State.
 - d. The Contractor understands and agrees that failure to comply with this Section will be subject to the sanctions of Tenn. Code Ann. § 12-3-309 for acts or omissions occurring after its effective date.
 - e. For purposes of this Contract, "illegal immigrant" shall be defined as any person who is not: (i) a United States citizen; (ii) a Lawful Permanent Resident; (iii) a person whose physical presence in the United States is authorized; (iv) allowed by the federal Department of Homeland Security and who, under federal immigration laws or regulations, is authorized to be employed in the U.S.; or (v) is otherwise authorized to provide services under the Contract.
- D.12. Records. The Contractor shall maintain documentation for all charges under this Contract. The books, records, and documents of the Contractor, for work performed or money received under this Contract, shall be maintained for a period of five (5) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the State, the Comptroller of the Treasury, or their duly appointed representatives. The financial statements shall be prepared in accordance with generally accepted accounting principles.
- D.13. 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.14. Progress Reports. The Contractor shall submit brief, periodic, progress reports to the State as requested.
- D.15. Strict Performance. Failure by any Party to this Contract to require, in any one or more cases, the strict performance of any of the terms, covenants, conditions, or provisions of this Contract shall not be construed as a waiver or relinquishment of any term, covenant, condition, or provision. No term or condition of this Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the Parties.
- D.16. Independent Contractor. The Parties shall not act as employees, partners, joint venturers, or associates of one another. The Parties are independent contracting entities. Nothing in this Contract shall be construed to create an employer/employee relationship or to allow either Party to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one Party are not employees or agents of the other Party.
- D.17. Patient Protection and Affordable Care Act. The Contractor agrees that it will be responsible for compliance with the Patient Protection and Affordable Care Act ("PPACA") with respect to itself and its employees, including any obligation to report health insurance coverage, provide health insurance coverage, or pay any financial assessment, tax, or penalty for not providing health insurance. The Contractor shall indemnify the State and hold it harmless from any costs to the

State arising from Contractor's failure to fulfill its PPACA responsibilities for itself or its employees.

- D.18. **Limitation of State's Liability.** The State shall have no liability except as specifically provided in this Contract. In no event will the State be liable to the Contractor or any other party for any lost revenues, lost profits, loss of business, decrease in the value of any securities or cash position, time, goodwill, or any indirect, special, incidental, punitive, exemplary or consequential damages of any nature, whether based on warranty, contract, statute, regulation, tort (including but not limited to negligence), or any other legal theory that may arise under this Contract or otherwise. Notwithstanding anything else herein, the State's total liability under this Contract (including without limitation any exhibits, schedules, amendments or other attachments to the Contract) or otherwise shall under no circumstances exceed the Estimated Liability. This limitation of liability is cumulative and not per incident.
- D.19. **Limitation of Contractor's Liability.** In accordance with Tenn. Code Ann. § 12-3-701, the Contractor's liability for all claims arising under this Contract shall be limited to an amount equal to two (2) times the Maximum Liability amount detailed in Section C.1. and as may be amended. Except as set forth below, in no event will the Contractor be liable to the State or any other party for any lost revenues, lost profits, loss of business, decrease in the value of any securities or cash position, time, goodwill, or any indirect, special, incidental, punitive, exemplary or consequential damages of any nature, whether based on warranty, contract, statute, regulation, tort (including but not limited to negligence), or any other legal theory that may arise under this Contract, unless such damages are insured by the insurance coverages required by this Contract or would have been covered had the required insurance been purchased or maintained. PROVIDED THAT in no event shall this Section limit the liability of the Contractor for: (i) intellectual property or any Contractor indemnity obligations for infringement for third-party intellectual property rights; (ii) any claims covered by any specific provision in the Contract providing for liquidated damages; or (iii) any claims for intentional torts, criminal acts, fraudulent conduct, or acts or omissions that result in personal injuries or death.
- D.20. **Hold Harmless.** The Contractor agrees to indemnify and hold harmless the State of Tennessee as well as its officers, agents, and employees from and against any and all claims, liabilities, losses, and causes of action which may arise, accrue, or result to any person, firm, corporation, or other entity which may be injured or damaged as a result of acts, omissions, or negligence on the part of the Contractor, its employees, or any person acting for or on its or their behalf relating to this Contract. The Contractor further agrees it shall be liable for the reasonable cost of attorneys' fees, court costs, expert witness fees, and other litigation expenses for the State to enforce the terms of this Contract.

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

- D.21. **HIPAA Compliance.** The State and Contractor shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), Health Information Technology for Economic and Clinical Health ("HITECH") Act and any other relevant laws and regulations regarding privacy (collectively the "Privacy Rules"). The obligations set forth in this Section shall survive the termination of this Contract.
- a. Contractor warrants to the State that it is familiar with the requirements of the Privacy Rules, and will comply with all applicable requirements in the course of this Contract.

- b. Contractor warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of the Contract so that both parties will be in compliance with the Privacy Rules.
 - c. The State and the Contractor will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably necessary to keep the State and Contractor in compliance with the Privacy Rules. This provision shall not apply if information received or delivered by the parties under this Contract is NOT "protected health information" as defined by the Privacy Rules, or if the Privacy Rules permit the parties to receive or deliver the information without entering into a business associate agreement or signing another document.
 - d. The Contractor will indemnify the State and hold it harmless for any violation by the Contractor or its subcontractors of the Privacy Rules. This includes the costs of responding to a breach of protected health information, the costs of responding to a government enforcement action related to the breach, and any fines, penalties, or damages paid by the State because of the violation.
- D.22. Tennessee Consolidated Retirement System. Subject to statutory exceptions contained in Tenn. Code Ann. §§ 8-36-801, *et seq.*, the law governing the Tennessee Consolidated Retirement System ("TCRS"), provides that if a retired member of TCRS, or of any superseded system administered by TCRS, or of any local retirement fund established under Tenn. Code Ann. §§ 8-35-101, *et seq.*, accepts State employment, the member's retirement allowance is suspended during the period of the employment. Accordingly and notwithstanding any provision of this Contract to the contrary, the Contractor agrees that if it is later determined that the true nature of the working relationship between the Contractor and the State under this Contract is that of "employee/employer" and not that of an independent contractor, the Contractor, if a retired member of TCRS, may be required to repay to TCRS the amount of retirement benefits the Contractor received from TCRS during the Term.
- D.23. Tennessee Department of Revenue Registration. The Contractor shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 – 608. Compliance with applicable registration requirements is a material requirement of this Contract.
- D.24. Debarment and Suspension. The Contractor certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:
- a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;
 - b. have not within a three (3) year period preceding this Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
 - c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in Section b. of this certification; and
 - d. have not within a three (3) year period preceding this Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

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

- D.25. Force Majeure. "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the Party except to the extent that the non-performing Party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing Party through the use of alternate sources, workaround plans or other means. A strike, lockout or labor dispute shall not excuse either Party from its obligations under this Contract. Except as set forth in this Section, any failure or delay by a Party in the performance of its obligations under this Contract arising from a Force Majeure Event is not a default under this Contract or grounds for termination. The non-performing Party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the Party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Contractor's representatives, suppliers, subcontractors, customers or business apart from this Contract is not a Force Majeure Event under this Contract. Contractor will promptly notify the State of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the State within one (1) day of the inception of the delay) that a Force Majeure Event has occurred, and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Contractor's performance longer than forty-eight (48) hours, the State may, upon notice to Contractor: (a) cease payment of the fees until Contractor resumes performance of the affected obligations; or (b) immediately terminate this Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Contractor will not increase its charges under this Contract or charge the State any fees other than those provided for in this Contract as the result of a Force Majeure Event.
- D.26. State and Federal Compliance. The Contractor shall comply with all applicable state and federal laws and regulations in the performance of this Contract.
- D.27. Governing Law. This Contract shall be governed by and construed in accordance with the laws of the State of Tennessee, without regard to its conflict or choice of law rules. The Tennessee Claims Commission or the state or federal courts in Tennessee shall be the venue for all claims, disputes, or disagreements arising under this Contract. The Contractor acknowledges and agrees that any rights, claims, or remedies against the State of Tennessee or its employees arising under this Contract shall be subject to and limited to those rights and remedies available under Tenn. Code Ann. §§ 9-8-101 - 408.
- D.28. Entire Agreement. This Contract is complete and contains the entire understanding between the Parties relating to its subject matter, including all the terms and conditions of the Parties' agreement. This Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the Parties, whether written or oral.
- D.29. Severability. If any terms and conditions of this Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions of this Contract shall not be affected and shall remain in full force and effect. The terms and conditions of this Contract are severable.
- D.30. Headings. Section headings of this Contract are for reference purposes only and shall not be construed as part of this Contract.
- D.31. Incorporation of Additional Documents. Each of the following documents is included as a part of this Contract by reference. In the event of a discrepancy or ambiguity regarding the Contractor's

duties, responsibilities, and performance under this Contract, these items shall govern in order of precedence below:

- a. any amendment to this Contract, with the latter in time controlling over any earlier amendments;
- b. this Contract with any attachments or exhibits (excluding the items listed at subsections c. through f., below), which includes Attachment A;
- c. any clarifications of or addenda to the Contractor's proposal seeking this Contract;
- d. the State solicitation, as may be amended, requesting responses in competition for this Contract;
- e. any technical specifications provided to proposers during the procurement process to award this Contract; and
- f. the Contractor's response seeking this Contract.

D.32. Iran Divestment Act. The requirements of Tenn. Code Ann. § 12-12-101, *et seq.*, addressing contracting with persons as defined at Tenn. Code Ann. §12-12-103(5) that engage in investment activities in Iran, shall be a material provision of this Contract. The Contractor certifies, under penalty of perjury, that to the best of its knowledge and belief that it is not on the list created pursuant to Tenn. Code Ann. § 12-12-106.

D.33. Insurance. Contractor shall maintain insurance coverage as specified in this Section. The State reserves the right to amend or require additional insurance coverage, coverage amounts, and endorsements required under this Contract. Contractor's failure to maintain or submit evidence of insurance coverage, as required, is a material breach of this Contract. If Contractor loses insurance coverage, fails to renew coverage, or for any reason becomes uninsured during the Term, Contractor shall immediately notify the State. All insurance companies providing coverage must be: (a) acceptable to the State; (b) authorized by the Tennessee Department of Commerce and Insurance ("TDCI"); and (c) rated A- / VII or better by A.M. Best. All coverage must be on a primary basis and noncontributory with any other insurance or self-insurance carried by the State. Contractor agrees to name the State as an additional insured on any insurance policy with the exception of workers' compensation (employer liability) and professional liability (errors and omissions) insurance. All policies must contain an endorsement for a waiver of subrogation in favor of the State. Any deductible or self insured retention ("SIR") over fifty thousand dollars (\$50,000) must be approved by the State. The deductible or SIR and any premiums are the Contractor's sole responsibility. The Contractor agrees that the insurance requirements specified in this Section do not reduce any liability the Contractor has assumed under this Contract including any indemnification or hold harmless requirements.

To achieve the required coverage amounts, a combination of an otherwise deficient specific policy and an umbrella policy with an aggregate meeting or exceeding the required coverage amounts is acceptable. For example: If the required policy limit under this Contract is for two million dollars (\$2,000,000) in coverage, acceptable coverage would include a specific policy covering one million dollars (\$1,000,000) combined with an umbrella policy for an additional one million dollars (\$1,000,000). If the deficient underlying policy is for a coverage area without aggregate limits (generally Automobile Liability and Employers' Liability Accident), Contractor shall provide a copy of the umbrella insurance policy documents to ensure that no aggregate limit applies to the umbrella policy for that coverage area. In the event that an umbrella policy is being provided to achieve any required coverage amounts, the umbrella policy shall be accompanied by an endorsement at least as broad as the Insurance Services Office, Inc. (also known as "ISO") "Noncontributory—Other Insurance Condition" endorsement or shall be written on a policy form that addresses both the primary and noncontributory basis of the umbrella policy if the State is otherwise named as an additional insured.

Contractor shall provide the State a certificate of insurance ("COI") evidencing the coverages and amounts specified in this Section. The COI must be on a form approved by the TDCI (standard ACORD form preferred). The COI must list each insurer's National Association of Insurance

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

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

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

a. Commercial General Liability ("CGL") Insurance

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

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

b. Workers' Compensation and Employer Liability Insurance

- 1) For Contractors statutorily required to carry workers' compensation and employer liability insurance, the Contractor shall maintain:

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

c. Automobile Liability Insurance

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

D.34. Major Procurement Contract Sales and Use Tax. Pursuant to Tenn. Code Ann. § 4-39-102 and to the extent applicable, the Contractor and the Contractor's subcontractors shall remit sales and use taxes on the sales of goods or services that are made by the Contractor or the Contractor's subcontractors and that are subject to tax.

E. SPECIAL TERMS AND CONDITIONS:

- E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Contract, the special terms and conditions shall be subordinate to the Contract's other terms and conditions.
- E.2. Federal Funding Accountability and Transparency Act (FFATA). This Contract requires the Contractor to provide supplies or services that are funded in whole or in part by federal funds that are subject to FFATA. The Contractor is responsible for ensuring that all applicable requirements, including but not limited to those set forth herein, of FFATA are met and that the Contractor provides information to the State as required.

The Contractor shall comply with the following:

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

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

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

- 2) Total compensation means the cash and noncash dollar value earned by the executive during the Contractor's preceding fiscal year and includes the following (for more information see 17 C.F.R. § 229.402(c)(2)):
 - i. Salary and bonus.
 - ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
 - iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
 - iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
 - v. Above-market earnings on deferred compensation which is not tax qualified.
 - vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

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

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

- d. The Contractor will obtain a Data Universal Numbering System (DUNS) number and maintain its DUNS number for the term of this Contract. More information about obtaining a DUNS Number can be found at: <http://fedgov.dnb.com/webform/>

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

- E.3. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law. All material and information, regardless of form, medium or method of communication, provided to the Contractor by the State or acquired by the Contractor on behalf of the State that is regarded as confidential under state or federal law shall be regarded as "Confidential Information." Nothing in this Section shall permit Contractor to disclose any Confidential Information, regardless of whether it has been disclosed or made available to the Contractor due to intentional or negligent actions or inactions of agents of the State or third parties. Confidential Information shall not be disclosed except as required or permitted under state or federal law. Contractor shall take all necessary steps to safeguard the confidentiality of such material or information in conformance with applicable state and federal law.

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

- E.4. 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.
 - a. 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.
 - b. 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.
 - c. 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.
 - d. 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.5. Ownership of Software and Work Products.

a. Definitions.

- 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.
- 2) "Custom-Developed Application Software," which shall mean customized application software developed by Contractor solely for State.
- 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.
- 4) "Third-Party Software," which shall mean software not owned by the State or the Contractor.
- 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 such software.

b. Rights and Title to the Software

- 1) All right, title and interest in and to the Contractor-Owned Software shall at all times remain with Contractor, subject to any license granted herein.
- 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.
- 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.

c. 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.

d. 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.6. Intellectual Property Indemnity. The Contractor agrees to indemnify and hold harmless the State of Tennessee as well as its officers, agents, and employees from and against any and all claims or suits which may be brought against the State concerning or arising out of any claim of an alleged patent, copyright, trade secret or other intellectual property infringement. In any such claim or action brought against the State, the Contractor shall satisfy and indemnify the State for the amount of any settlement or final judgment, and the Contractor shall be responsible for all legal or other fees or expenses incurred by the State arising from any such claim. The State shall give the Contractor notice of any such claim or suit, however, the failure of the State to give such notice shall only relieve Contractor of its obligations under this Section to the extent Contractor can demonstrate actual prejudice arising from the State's failure to give notice. This Section shall not grant the Contractor, through its attorneys, the right to represent the State of Tennessee in any legal matter, as provided in Tenn. Code Ann. § 8-6-106.
- E.7. Software License Warranty. Contractor grants a license to the State to use all software provided under this Contract in the course of the State's business and purposes.
- E.8. Software Support and Maintenance Warranty. Contractor shall provide to the State all software upgrades, modifications, bug fixes, or other improvements in its software that it makes generally available to its customers.
- E.9. Extraneous Terms and Conditions. Contractor shall fill all orders submitted by the State under this Contract. No purchase order, invoice, or other documents associated with any sales, orders, or supply of any good or service under this Contract shall contain any terms or conditions other than as set forth in the Contract. Any such extraneous terms and conditions shall be void, invalid and unenforceable against the State. Any refusal by Contractor to supply any goods or services under this Contract conditioned upon the State submitting to any extraneous terms and conditions shall be a material breach of the Contract and constitute an act of bad faith by Contractor.
- E.10. Prohibited Advertising or Marketing. The Contractor shall not suggest or imply in advertising or marketing materials that Contractor's goods or services are endorsed by the State. The restrictions on Contractor advertising or marketing materials under this Section shall survive the termination of this Contract.

IN WITNESS WHEREOF,

KAPSCH TRAFFICCOM USA, INC:

CONTRACTOR SIGNATURE

DATE

PRINTED NAME AND TITLE OF CONTRACTOR SIGNATORY (above)

ATTACHMENT A

ATTESTATION RE PERSONNEL USED IN CONTRACT PERFORMANCE

SUBJECT CONTRACT NUMBER:	
CONTRACTOR LEGAL ENTITY NAME:	KAPSCH TRAFFICCOM USA
EDISON VENDOR IDENTIFICATION NUMBER:	0000215727

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

CONTRACTOR SIGNATURE

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

PRINTED NAME AND TITLE OF SIGNATORY

DATE OF ATTESTATION



CONTRACT

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

Begin Date 7/15/2019	End Date 7/14/2024	Agency Tracking # 40100-11919	Edison Record ID
Contractor Legal Entity Name Kapsch Trafficcom USA Inc.			Edison Vendor ID 0000215727

Goods or Services Caption (one line only)
Tennessee TN 511 Travel Information Service

Contractor <input checked="" type="checkbox"/> Contractor	CFDA # 20.205
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Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
2020	\$440,000.00	\$1,760,000.00			\$2,200,000.00
2021					
2022					
2023					
2024					
TOTAL:	\$440,000.00	\$1,280,000.00			\$2,200,000.00

Contractor Ownership Characteristics:

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

Woman Business Enterprise (WBE)

Tennessee Service Disabled Veteran Enterprise (SDVBE)

Disabled Owned Business (DSBE)

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

Government Non-Minority/Disadvantaged Other:

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

Competitive Selection

Other Sole Source

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

Speed Chart (optional)	Account Code (optional)
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