



April 23, 2019

Krista Lee Carsner, Director  
Fiscal Review Committee  
Rachel Jackson Building, 8<sup>th</sup> Floor  
320 Sixth Avenue North  
Nashville, TN 37243

Mike Perry, Chief Procurement Officer  
Central Procurement Office  
Department of General Services  
Tennessee Tower, 3<sup>rd</sup> Floor  
Nashville, TN 37243

Justin P. Wilson, Comptroller of Treasury  
Comptroller Procurement Compliance  
Suite 1400, James K. Polk Building  
505 Deaderick Street  
Nashville, TN 37243-1402

RE: Proposed Amendment 1 to Edison Contract ID 59627

Dear Director Carsner, Chief Perry, and Comptroller Wilson:

The Department of Safety and Homeland Security (TDOSHS) is requesting the approval to amend the one (1) year contract with Cambridge Systematics, Inc. for continued development and management services.

The State's Commercial Vehicle Enforcement (CVE) Division, within the State's Tennessee Highway Patrol, oversees enforcement activities that may include inspecting commercial motor vehicles and driver logs, patrolling highways with a focus on truck traffic violations, and weighing the commercial motor vehicles both at Interstate Inspection Stations and with portable scales along the highway. CVE oversees multiple units and programs, including the Performance Registration Information Systems Management ("PRISM") and Innovative Technology Development ("ITD") programs.

The current contract provides for the development and management services for the State's ITD and PRISM programs related to commercial motor vehicle safety. The State currently annually receives Motor Carrier Safety Assistance Program (MCSAP) grant funding. In December 2015, participation in the PRISM program became a requirement of the MCSAP and MCSAP grant recipients were to fully participate in PRISM, or demonstrate participation in an FMCSA-approved acceptable "alternative approach for identifying and immobilizing a motor carrier with serious safety deficiencies in a manner

that provides an equivalent level of safety," no later than October 1, 2020. The Contractor collaborated with the State to plan and design the current ITD and PRISM programs over ten (10) years ago and continues to support these programs and provide services for these programs, including ensuring compliance with federal and state requirements and continued development, planning, and support of the ITD and PRISM programs. The agency did conduct a Request for Information ("RFI") to identify other potential vendors for these services, but there were no respondents to the RFI. Therefore, the agency is seeking to amend the current Contract to add a renewal clause, exercise the renewal to extend the Contract, and to increase the maximum liability of the Contract.

The current maximum liability of the contract is \$160,000.00. This amendment will increase the maximum liability to \$320,000.00.

The Department of Safety and Homeland Security respectfully submits the above referenced request for consideration and approval.

Sincerely,

A handwritten signature in black ink, appearing to read 'Sonya Hadley', written over a horizontal line.

Sonya Hadley, Budget Director

Cc: Shoney Naquin, Procurement Supervisor  
Sandra Braber-Grove, Assistant General Counsel

## Supplemental Documentation Required for Fiscal Review Committee

### **Instructions:**

1. No contract or contract amendment will be placed on the Committee's agenda for consideration until this form has been fully completed and all back-up documentation has been submitted.
2. Please complete each section as it applies to contracts or amendments that are being submitted. Sections denoted with an asterisk (\*) are considered mandatory. This information should provide for background information on previous actions, if applicable, that have taken place on the contract document and associated amendments.
3. Add rows as necessary.
4. Submit this document, any attachments, your summary letter, and contract documentation for review by the Fiscal Review Committee.
5. **Contact Name:** Enter first and last name of person to contact with questions about this document or any of the submitted information.
6. **Contact Number:** Enter the telephone number (including extension) of the contact person listed.
7. **Presenter's Name(s):** Enter the name of each person who will be presenting this request to the Committee.
8. **Edison Contract Number:** Enter the contract number issued by the Edison system for this document.
9. **RFS Number:** Enter the Edison system issued RFS number for this document.
10. **Original Contract Begin Date:** Enter the beginning date of the original contract or the proposed effective date for new contracts.
11. **Current End Date:** Enter the end date that is currently reflected in Section B.1. of this contract (prior to amendment request if applicable) or the proposed end date for new contracts.
12. **Current Requested Amendment Number:** Enter the amendment number (*if applicable*) that is currently being requested.
13. **Proposed Amendment Effective Date:** Enter the proposed effective date for the requested amendment (*if applicable*).
14. **Department Submitting:** Enter the title of the agency/department submitting this request.
15. **Division:** Enter the title of the division within the agency/department submitting this request.
16. **Date Submitted:** Enter the date the request was sent to Fiscal Review Committee staff.

## Supplemental Documentation Required for Fiscal Review Committee

17. **Submitted Within Sixty (60) days:** Enter yes or no in this blank if request was submitted within 60 days of the proposed effective date.
18. ***If not, explain:*** Provide detailed rationale as to why the deadline for submission was not met. ***Please Note:*** Late submissions will be rolled for one meeting and placed at the end of the agenda.
19. **Contract Vendor Name:** Enter the officially registered vendor name.
20. **Current or Proposed Maximum Liability:** Enter the dollar amount that is reflected on the most current fully executed contract summary sheet and in Section C. 1 or the proposed maximum liability for new contracts.
21. ***For commodities contracts, Estimated Total Spend:*** Enter the estimated total expenditures for the contract if the contract does not have a “maximum liability.”
22. **Current Contract Allocation by Fiscal Year:** Enter the amounts reflected on the contract summary sheet and the corresponding FY. If no contract summary sheet, enter the estimated spend per fiscal year. **\*\*NOTE:** Total of all these columns must add up to maximum liability or estimated total spend as reported in Section 20 or 21 of this document.
23. **Current Total Expenditures by Fiscal Year:** By using Edison enter the amounts that have been expended from this contract by fiscal year breakdown. Not applicable (NA) for new contracts.
24. **Explanation of surplus funds:** If the allocation exceeded the expenditure in any fiscal year, enter the explanation of each surplus funding year.
25. **Explanation of carry forward:** If agency/department has carried forward the surplus funds, enter the authority (and provide copy with this document) of the carry forward provision.
26. **Explanation of overspending contract allocation:** If agency/department has overspent the contract allocation, enter the reasons for excess expenditures and how the funding was attained.
27. **Contract Funding Source/Amount:** Enter the dollar figure in the appropriate category to reflect the source of contract funding.
28. ***If Other, please define:*** If a dollar amount is placed in the “other” category, please define the source represented.
29. ***If Interdepartmental, please define:*** If a dollar amount is placed in the “interdepartmental” category, please define all sources represented.

## Supplemental Documentation Required for Fiscal Review Committee

30. **Dates of All Previous Amendments or Revisions:** Enter all dates of prior amendment and revision (*including Contract Summary Sheet revisions*) in this section.
31. **Brief Description of Actions in Previous Amendment or Revision:** Enter a brief summary of prior amendments or revisions next to the appropriate effective date of the amendment (e.g. increased maximum liability, added scope items, revised contract summary sheet to reflect funding change, etc.).
32. **Method of Original Award:** Enter the procurement method of original award if requesting amendment (e.g. RFP, Special Request).
33. **Projected Cost Prior to Award and Cost Determination Used:** Enter the total cost projected by the department prior to award and explain how the agency arrived at the estimate of expected costs.
34. **For ALL new sole-source contracts, list the number of potential vendors that could provide the service or goods being procured and why those other options were not considered:** List the number of potential vendors that could provide this good or service; efforts to identify reasonable, competitive procurement alternatives; and how the Department determined a sole-source contract was in the best interest of the State.

Supplemental Documentation Required for  
Fiscal Review Committee

*Contact Name:	Shoney Naquin	*Contact Phone:	(615) 251-5238
*Presenter's name(s):	Colonel Dereck Stewart, Sandra Braber-Grove, Sonya Hadley		
Edison Contract Number: <i>(if applicable)</i>	59627	RFS Number: <i>(if applicable)</i>	34901-00543
*Original or Proposed Contract Begin Date:	August 6, 2018	*Current or Proposed End Date:	July 31, 2020
Current Request Amendment Number: <i>(if applicable)</i>	One		
Proposed Amendment Effective Date: <i>(if applicable)</i>	June 24, 2019		
*Department Submitting:	Safety and Homeland Security		
*Division:	Budget		
*Date Submitted:	April 23, 2019		
*Submitted Within Sixty (60) days:	Yes		
<i>If not, explain:</i>			
*Contract Vendor Name:	Cambridge Systematics, Inc.		
*Current or Proposed Maximum Liability:	\$ 320,000.00		
*Estimated Total Spend for Commodities:	\$0		
<b>*Current or Proposed Contract Allocation by Fiscal Year: (as Shown on Most Current Fully Executed Contract Summary Sheet)</b>			
FY: 2019	FY: 2020	FY: 2021	
\$146,666.66	\$160,000.00	\$13,333.34	
<b>*Current Total Expenditures by Fiscal Year of Contract: (attach backup documentation from Edison)</b>			
FY: 2019	FY: 2020	FY: 2021	
\$ 106,666.64			
<b>IF</b> Contract Allocation has been greater than Contract Expenditures, please give the reasons and explain where surplus funds were spent:	Not Applicable		
<b>IF</b> surplus funds have been carried forward, please give the reasons and provide the authority for the carry forward provision:	Not Applicable		
<b>IF</b> Contract Expenditures exceeded Contract Allocation, please give the reasons and explain how funding was acquired to pay the overage:	Not Applicable		

Supplemental Documentation Required for  
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<b>*Contract Funding Source/Amount:</b>			
State:	\$0.00	Federal:	\$320,000.00
<i>Interdepartmental:</i>	\$0.00	<i>Other:</i>	\$0.00
If “ <i>other</i> ” please define:		Not Applicable	
If “ <i>interdepartmental</i> ” please define:		Not Applicable	
Dates of All Previous Amendments or Revisions: <i>(if applicable)</i>		Brief Description of Actions in Previous Amendments or Revisions: <i>(if applicable)</i>	
Not Applicable		Not Applicable	
Method of Original Award: <i>(if applicable)</i>		Not Applicable	
*What were the projected costs of the service for the entire term of the contract prior to contract award? How was this cost determined?		\$320,000.00; This cost was determined through quotes provided by the Sole Source Contractor.	
*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>The agency recently released a Request for Information (“RFI”) to identify other potential vendors that could potentially continue these development and management services concerning the State’s Innovative Technology Development (“ITD”) and Performance Registration Information Systems Management (“PRISM”) programs related to commercial motor vehicle safety. The intent of the RFI was to, upon completion of the RFI, pursue the award of a fee for service contract through the Request for Proposal (“RFP”) competitive solicitation process. However, there were no respondents to the RFI.</p> <p>Therefore, the agency is seeking to amend the current Contract with the sole source vendor to avoid a disruption of management and development services concerning these motor vehicle safety programs.</p>	

<b>Purchase Orders against a Co</b>	<b>8</b>
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Contract Number = 000000000000000000059627

<b>Contract</b>	<b>Contract Line #</b>	<b>Unit</b>	<b>PO No.</b>	<b>Line</b>	<b>SetID</b>	<b>PO Date</b>
000000000000000000059627	1	34901	0000040677	1	SHARE	11/21/2018
000000000000000000059627	1	34901	0000040737	1	SHARE	11/28/2018
000000000000000000059627	1	34901	0000040738	1	SHARE	11/28/2018
000000000000000000059627	1	34901	0000041059	1	SHARE	1/11/2019
000000000000000000059627	1	34901	0000041360	1	SHARE	2/13/2019
000000000000000000059627	1	34901	0000041389	1	SHARE	2/14/2019
000000000000000000059627	1	34901	0000041553	1	SHARE	3/4/2019
000000000000000000059627	1	34901	0000041627	1	SHARE	3/14/2019

Quantity	UOM	PO Amount
1.0000	DO	\$ 13,333.33
1.9500	DO	\$ 13,333.33
1.0000	DO	\$ 13,333.33

Contract Max. Amt	Contract Remaining Amt
\$ 160,000.00	53333.360
\$ 160,000.00	53333.360
\$ 160,000.00	53333.360
\$ 160,000.00	53333.360
\$ 160,000.00	53333.360
\$ 160,000.00	53333.360
\$ 160,000.00	53333.360
\$ 160,000.00	53333.360

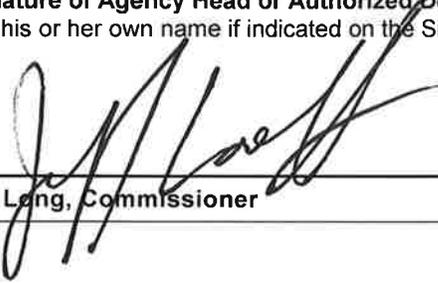
# Amendment Request

This request form is not required for amendments to grant contracts. Route a completed request, as one file in PDF format, via e-mail attachment sent to: [Agsprs.Agsprs@tn.gov](mailto:Agsprs.Agsprs@tn.gov)

**APPROVED**

CHIEF PROCUREMENT OFFICER

DATE

<b>Agency request tracking #</b>	34901-00543	
<b>1. Procuring Agency</b>	Tennessee Department of Safety and Homeland Security (TDOSHS)	
<b>2. Contractor</b>	Cambridge Systematics, Inc.	
<b>3. Edison contract ID #</b>	59627	
<b>4. Proposed amendment #</b>	01	
<b>5. Contract's Original Effective Date</b>	August 06, 2018	
<b>6. Current end date</b>	August 05, 2019	
<b>7. Proposed end date</b>	July 31, 2020	
<b>8. Current Maximum Liability or Estimated Liability</b>	\$ 160,000.00	
<b>9. Proposed Maximum Liability or Estimated Liability</b>	\$ 320,000.00	
<b>10. Strategic Technology Solutions Pre-Approval Endorsement Request</b> – information technology service (N/A to THDA)	<input checked="" type="checkbox"/> Not Applicable	<input type="checkbox"/> Attached
<b>11. eHealth Pre-Approval Endorsement Request</b> – health-related professional, pharmaceutical, laboratory, or imaging	<input checked="" type="checkbox"/> Not Applicable	<input type="checkbox"/> Attached
<b>12. Human Resources Pre-Approval Endorsement Request</b> – state employee training service	<input checked="" type="checkbox"/> Not Applicable	<input type="checkbox"/> Attached
<b>13. Explain why the proposed amendment is needed</b> The proposed amendment is needed to add a renewal clause (Section B.2.), exercise a renewal, and add appropriate funding for the extended term so there is no disruption in the development and management services for the State's Innovative Technology Development (ITD) and Performance Registration Information Systems Management (PRISM) programs related to commercial motor vehicle safety.		
<b>14. If the amendment involves a change in Scope, describe efforts to identify reasonable, competitive, procurement alternatives to amending the contract.</b> The amendment does not involve a change in the Scope of Services.		
<b>Signature of Agency Head or Authorized Designee, Title of Signatory, and Date</b> (the authorized designee may sign his or her own name if indicated on the Signature Certification and Authorization document)		
 Jeff Long, Commissioner	04-22-19 DATE	



## CONTRACT AMENDMENT COVER SHEET

<b>Agency Tracking #</b> 34901-00543	<b>Edison ID</b> 59627	<b>Contract #</b> 59627	<b>Amendment #</b> 01		
<b>Contractor Legal Entity Name</b> Cambridge Systematics, Inc.			<b>Edison Vendor ID</b> 0000000221		
<b>Amendment Purpose &amp; Effect(s)</b> The purpose of this Amendment One (01) is to add a renewal clause (Section B.2.), exercise a renewal, and add appropriate funding for the extended term so there is no disruption in the development and management services for the State's ITD and PRISM programs related to commercial motor vehicle safety.					
<b>Amendment Changes Contract End Date:</b> <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO		<b>End Date:</b> July 31, 2020			
<b>TOTAL Contract Amount <u>INCREASE</u> or <u>DECREASE</u> per this Amendment</b> (zero if N/A):			<b>\$ 160,000.00</b>		
<b>Funding —</b>					
<b>FY</b>	<b>State</b>	<b>Federal</b>	<b>Interdepartmental</b>	<b>Other</b>	<b>TOTAL Contract Amount</b>
2019	\$0.00	\$146,666.66	\$0.00	\$0.00	\$146,666.66
2020	\$0.00	\$160,000.00	\$0.00	\$0.00	\$160,000.00
2021	\$0.00	\$13,333.34	\$0.00	\$0.00	\$13,333.34
<b>TOTAL:</b>	<b>\$0.00</b>	<b>\$320,000.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$320,000.00</b>
<b>Budget Officer Confirmation:</b> There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.			<i>CPO USE</i>		
<b>Speed Chart</b> (optional)		<b>Account Code</b> (optional)			

**AMENDMENT ONE  
OF CONTRACT 59627**

This Amendment is made and entered by and between the State of Tennessee, Department of Safety and Homeland Security, hereinafter referred to as the "State" and Cambridge Systematics, Inc., hereinafter referred to as the "Contractor." For good and valuable consideration, the sufficiency of which is hereby acknowledged, it is mutually understood and agreed by and between said, undersigned contracting parties that the subject contract is hereby amended as follows:

1. Contract Section B. is deleted in its entirety and replaced with the following:

**B. TERM OF CONTRACT:**

B.1. This Contract shall be effective on August 06, 2018 ("Effective Date") and extend for a period of Twenty-four (24) 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 three (3) 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.

2. Contract Section C.1. is deleted in its entirety and replaced with the following:

**C. PAYMENT TERMS AND CONDITIONS:**

C.1. Maximum Liability. In no event shall the maximum liability of the State under this Contract exceed Three Hundred Twenty Thousand Dollars and Zero Cents (\$320,000.00) ("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.

Required Approvals. The State is not bound by this Amendment until it is signed by the contract parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this contract, said officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).

Amendment Effective Date. The revisions set forth herein shall be effective **June 24, 2019**. All other terms and conditions of this Contract not expressly amended herein shall remain in full force and effect.

**IN WITNESS WHEREOF,  
CAMBRIDGE SYSTEMATICS, INC.:**

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**SIGNATURE** **DATE**

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**PRINTED NAME AND TITLE OF SIGNATORY (above)  
DEPARTMENT OF SAFETY AND HOMELAND SECURITY:**

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**JEFF LONG, COMMISSIONER** **DATE**

**CONTRACT**

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

<b>Begin Date</b> August 6, 2018	<b>End Date</b> August 5, 2019	<b>Agency Tracking #</b> 34901-00543	<b>Edison Record ID</b> 59627		
<b>Contractor Legal Entity Name</b> Cambridge Systematics, Inc.				<b>Edison Vendor ID</b> 0000000221	
<b>Goods or Services Caption (one line only)</b> Development and management services for the State's Innovative Technology Development (ITD) and Performance Registration Information Systems Management (PRISM) programs related to commercial motor vehicle safety					
<b>Contractor</b> <input checked="" type="checkbox"/> Contractor		<b>CFDA #</b> 20.237			
<b>Funding —</b>					
<b>FY</b>	<b>State</b>	<b>Federal</b>	<b>Interdepartmental</b>	<b>Other</b>	<b>TOTAL Contract Amount</b>
2019	\$0.00	\$160,000.00	\$0.00	\$0.00	\$160,000.00
<b>TOTAL:</b>	<b>\$0.00</b>	<b>\$160,000.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$160,000.00</b>
<b>Contractor Ownership Characteristics:</b>					
<input type="checkbox"/> Minority Business Enterprise (MBE):					
<input type="checkbox"/> African American <input type="checkbox"/> Asian American <input type="checkbox"/> Hispanic American <input type="checkbox"/> Native American					
<input type="checkbox"/> Woman Business Enterprise (WBE)					
<input type="checkbox"/> Tennessee Service Disabled Veteran Enterprise (SDVBE)					
<input type="checkbox"/> Disabled Owned Business (DSBE)					
<input type="checkbox"/> 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.					
<input type="checkbox"/> Government <input type="checkbox"/> Non-Minority/Disadvantaged <input checked="" type="checkbox"/> Other:					
<b>Selection Method &amp; Process Summary (mark the correct response to confirm the associated summary)</b>					
<input type="checkbox"/> Competitive Selection					
<input checked="" type="checkbox"/> Other		The agency received an approved Special Contract Request (SCR) to procure these services.			
<b>Budget Officer Confirmation:</b> 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.					
<b>Speed Chart (optional)</b>		<b>Account Code (optional)</b>			

**CONTRACT  
BETWEEN THE STATE OF TENNESSEE,  
DEPARTMENT OF SAFETY AND HOMELAND SECURITY  
AND  
CAMBRIDGE SYSTEMATICS, INC.**

This Contract, by and between the State of Tennessee, Department of Safety and Homeland Security ("State") and Cambridge Systematics, Inc. ("Contractor"), is for the provision of the development and management services for the State's Innovative Technology Development (ITD) and Performance Registration Information Systems Management (PRISM) programs related to commercial motor vehicle safety, 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: Massachusetts  
Contractor Edison Registration ID # 0000000221

**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. For the purposes of this Contract, the following definitions apply:
- a. Architecture Configuration Control Board (ACCB): an advisory group of interested stakeholders, including states implementing Innovative Technology Deployment functionality, vendors supporting those states, representatives of the motor carrier industry, Federal Motor Carrier Safety Administrator (FMCSA) contractors, and officials of FMCSA and the Intelligent Transportation Systems (ITS) Joint Program Office (JPO). The ACCB's primary function is to review, analyze, discuss, and make recommendations about proposed changes to Innovated Technology Deployment architecture and generic top-level design.
  - b. Commercial Vehicle Information Exchange Window (CVIEW): the platform that has been certified by the FMCSA for the exchange of commercial motor vehicle registration and fuel tax data with federal data systems. It is also used to provide commercial motor vehicle enforcement officers with safety and compliance data needed for assessing commercial carriers and commercial motor vehicles.
  - c. Federal Motor Carrier Safety Administration (FMSCA): an agency in the United States Department of Transportation that regulates the trucking industry in the United States. The primary mission of the FMCSA is to reduce crashes, injuries, and fatalities involving large trucks and buses.
  - d. Innovative Technology Deployment (ITD): formerly known as Commercial Vehicle Information Systems and Networks (CVISN), ITD is a key component of the FMCSA's drive to improve commercial motor vehicle safety.
  - e. Performance and Registration Information Systems Management (PRISM): developed jointly by the FMCSA and the State of Iowa as a pilot project mandated by Congress in the Intermodal Surface Transportation Efficiency Act of 1991. In December 2015, the Fixing America's Surface Transportation (FAST) Act made participation in, and use of, the PRISM program a requirement. PRISM is designed to meet the challenge of reducing the number of commercial motor vehicle crashes of a rapidly expanding interstate carrier population. The PRISM program requires that motor carriers improve their identified safety deficiencies.

- f. Program Plan/Top-Level Design (PP/TLD): a document which describes the various systems and networks at the state level that need to be refined, revised, upgraded, or built to accomplish ITD capabilities.

#### A.3. Background:

The State's Commercial Vehicle Enforcement (CVE) Division, within the State's Tennessee Highway Patrol, oversees enforcement activities that may include inspecting commercial motor vehicles and driver logs, patrolling highways with a focus on truck traffic violations, and weighing the commercial motor vehicles both at Interstate Inspection Stations and with portable scales along the highway. CVE oversees multiple units and programs, including the PRISM and ITD programs.

The State currently annually receives Motor Carrier Safety Assistance Program (MCSAP) grant funding. In December 2015, Section 5101 of the Fixing America's Surface Transportation (FAST) Act, or Public Law 114-94, made participation in the PRISM program a requirement of the MCSAP. Congress required that MCSAP grant recipients fully participate in PRISM, or demonstrate participation in an FMCSA-approved acceptable "alternative approach for identifying and immobilizing a motor carrier with serious safety deficiencies in a manner that provides an equivalent level of safety," no later than October 1, 2020. One of the largest changes under the FAST Act was the consolidation of multiple FMCSA grant programs into the MCSAP and High Priority (HP) grant programs. As a result, the ITD program's funding structure was changed under the Fast ACT.

The Contractor collaborated with State-designated personnel to plan and design the State's current ITD and PRISM programs almost ten (10) years ago and continues to support the programs today. The goals of the ITD program are to: 1) improve safety and productivity of motor carriers, commercial motor vehicles, and their drivers; 2) simplify enforcement operations; 3) improve efficiency and effectiveness of commercial motor vehicle safety programs through targeted enforcement; 4) improve security of data and improve sharing of commercial motor vehicle data within states and between states and the FMCSA; 5) reduce federal or state and industry regulatory and administrative costs; and 6) achieve nationwide deployment of the program, with all jurisdictions participating. The Contractor continues to work with the State to develop the specific needs, expectations, and current status its ITD projects.

#### A.4. ITD and PRISM Programs - Development and Management - Minimum Requirements. The Contractor shall in assist in the development and management of the ITD and its related PRISM programs by meeting the following minimum requirements:

- a. Ensure compliance with the national Intelligent Transportation Systems (ITS) and ITD architectures, as well as compliance with the guidance from ACCB and the FMCSA.
- b. Provide ongoing technical support, including but not limited to decision-making, planning, and development to ensure the successful deployment of all ITD and PRISM related projects and systems.

#### A.5. ITD and PRISM Programs - Oversight and Technical Assistance. The Contractor shall provide oversight and technical assistance to the State's program manager concerning the ITD and PRISM programs. The Contractor shall provide program management and CVIEW system architect consultation services that shall include, but not be limited to collaboration with State-designated personnel concerning the continued development and planning of the ITD and PRISM programs.

- a. Key personnel shall not be removed from the project without the State's approval.
- b. The State shall allow the Contractor to perform tasks off-site or on-site; however, if off-site:

- i. The Contractor shall maintain communication with the State via email or phone — this shall include participation in conference calls or email communication with the FMCSA, vendors, and others at the request of the State concerning the ITD or PRISM programs.
- A.6. ITD and PRISM Programs - Program Management Consultant Services. The Contractor shall provide ITD program management consultant services that shall include but are not limited to the following:
  - a. Providing overall management of the ITD and PRISM programs under the guidance of State-designated personnel:
    - (1) Development of all projects identified to implement ITD and PRISM capabilities are executed within timelines and budgets established by the State.
  - b. Providing the following during FMCSA-led program reviews:
    - (1) Assisting in planning, managing, and directing the work of State-designated personnel and State-approved contractors in multi-disciplined design and plan reviews; and
    - (2) Providing additional requested support as determined by the State.
  - c. Under the guidance of State-designated personnel, the Contractor shall identify, develop, and implement policies and processes -- incorporating multi-agency applications -- regarding the design, installation, maintenance, and coordination of the ITD and PRISM related information systems, or CVIEW.
    - (1) The Contractor shall assist State-designated personnel in establishing goals and objectives for CVIEW;
    - (2) At the State's direction, the Contractor shall assist State-designated personnel in developing and maintaining all phases of the State's ITD and PRISM PP/TLD to ensure it accurately reflects the State's current and planned ITD activities and organization; and
    - (3) The Contractor shall assist State-designated personnel concerning the development and maintenance of ITD and PRISM program documentation and multi-agency Memorandums of Understanding (MOUs) ensuring that the MOUs cover all the requirements of the programs and data sharing between the agencies.
  - d. Collaborating with the State concerning implementation and execution regarding all matters of the design process:
    - (1) The Contractor shall advise State-designated personnel by soliciting input and alternatives on decisions of major impact to the ITD programs.
  - e. The Contractor shall define and develop program status reports and prepare milestones and status summaries.
    - (1) The Contractor shall schedule and lead program status meetings, prepare agendas, coordinate logistics concerning program presentations and audits, and coordinate and review presentations for accuracy, completeness, and applicability; and
    - (2) The Contractor shall facilitate discussions at functional and technical group meetings.

- f. Assisting State-designated personnel concerning the development of competitive solicitation events:
  - (1) The Contractor shall collaborate with the State for the development of program-related contracts, Request for Proposals (RFPs), as well as, review and make effective recommendations for acceptance of scope of work documentation and cost estimations; and
  - (2) The Contractor will develop, in collaboration with the State's Program Manager and other State-designated personnel, procurement strategies concerning new competitive solicitation events.
- g. Identifying, assessing, and communicating to state and federal ITD partners, as well as, the private industry the impacts of current and developing technologies.
- h. Representing the State at meetings of the regional and national ITD, PRISM, and ITS/Commercial Vehicle Operations (CVO) committees.
- i. Participating in monthly and periodic teleconferences in which the State participates to include, but not be limited to the following:
  - (1) ITD program manager web conference call(s);
  - (2) ITD ACCB meeting web conference call(s); and
  - (3) Ad hoc ITB conference calls in the expanded phase of their ITB programs.
- j. Facilitating meetings and work sessions to identify requirements, deficiencies, new ideas, and opportunities.
- k. Maintaining a working knowledge of the following guidelines, requirements, and processes:
  - (1) The State's ITD goals, objectives, and current ITD deployment status;
  - (2) National ITD goals, objectives, program components, benefits, and costs;
  - (3) National core ITD and expanded capabilities;
  - (4) Deployed ITD systems in other states, as well as, best practices;
  - (5) ITD program planning and documentation principles;
  - (6) ITD stakeholders and outreach and education strategies;
  - (7) National ITD architecture, principles, and standards;
  - (8) ITD technology options, including current and emerging technologies; and
  - (9) Federal ITD grant application and development processes.

A.7. ITD and PRISM Programs - System Architect Consultant Services. The Contractor shall provide ITD system architect consultant services that shall include but not be limited to the following:

- a. Overseeing the development of interfaces and information flows and work to ensure conformance with the national and State ITD architectures.
- b. Identifying and complying with standards for internal and external systems connections.

- c. Identifying, developing, and implementing policies having multi-agency application regarding the design, installation, maintenance, and coordination of ITD related data systems.
- d. Representing the State at ITD ACCB meetings;
- e. Collaborating with other State and federal personnel to ensure interoperability between ITD deployment activities.
- f. Identifying and complying with federal requirements associated with the deployment of ITD capabilities and with ITD testing.
- g. Advising managers within the affected ITD agencies on the issues of architecture.
- h. Providing technical expertise to ITD partners.
- i. Ensuring that the State's ITD implementation is consistent with the national ITD architecture.
- j. Maintaining a working knowledge of the following guidelines, requirements, and processes:
  - (1) National ITD architecture;
  - (2) National ITD interface standards;
  - (3) FMCSA ITD ACCB processes and protocols;
  - (4) ITD interoperability and certification testing processes system design for ITD-related legacy systems in Tennessee;
  - (5) Tennessee ITD design and documentation principles;
  - (6) Networking and network protocol principles;
  - (7) Data communications systems principles; and
  - (8) Strategic planning.

- A.8. Warranty. 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.9. Inspection and Acceptance. The State shall have the right to inspect all goods or services provided by Contractor under this Contract. If, upon inspection, the State determines that the goods or services are Defective, the State shall notify Contractor, and Contractor shall re-deliver the goods or provide the services at no additional cost to the State. If after a period of thirty (30) days following delivery of goods or performance of services the State does not provide a notice of any Defects, the goods or services shall be deemed to have been accepted by the State.

**B. TERM OF CONTRACT:**

This Contract shall be effective on August 6, 2018 ("Effective Date") and extend for a period of twelve (12.0) months after the Effective Date ("Term"). The State shall have no obligation for goods or services provided by the Contractor prior to the Effective Date.

**C. PAYMENT TERMS AND CONDITIONS:**

C.1. Maximum Liability. In no event shall the maximum liability of the State under this Contract exceed One Hundred Sixty Thousand Dollars and Zero Cents (\$160,000.00) ("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:

Goods or Services Description	Amount (per compensable increment)
Development and Management Services related to the ITD and PRISM programs for commercial motor vehicle safety (see Sections A.2. through A.8.)	Eight (8) equal monthly payments of \$13,333.33 and four (4) equal monthly payments of \$13,333.34 per State's fiscal year (July 1 through June 30)

C.4. Travel Compensation. The Contractor shall not be compensated or reimbursed for travel time, travel expenses, meals, or lodging, except as already otherwise included in the total contract amount.

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:

Commercial Vehicle Enforcement, Tennessee Highway Patrol Division  
Tennessee Department of Safety and Homeland Security  
1148 Foster Avenue  
Nashville, Tennessee 37243  
Email Address: Brandon.Douglas@tn.gov  
Telephone # (615) 743-4978  
FAX # (615) 253-2280

- 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: Department of Safety and Homeland Security / Tennessee Highway Patrol;
  - (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; and
  - (11) Total amount due for delivered goods or services provided (as stipulated in Section C.3. above).
- b. The Contractor understands and agrees that an invoice under this Contract 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 Contract 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) begin the timeframe for payment (and any discounts) only when the State is in receipt of the invoice, and the invoice meets the minimum requirements of this Section C.5.
- 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:

Captain Brandon Douglas  
 Commercial Vehicle Enforcement, Tennessee Highway Patrol Division  
 Tennessee Department of Safety and Homeland Security  
 1148 Foster Avenue  
 Nashville, Tennessee 37243  
 Email Address: Brandon.Douglas@tn.gov  
 Telephone #: (615) 743-4978  
 FAX #: (615) 253-2280

The Contractor:

Steven A. Capecci, Chief Operating Officer  
 Cambridge Systematics, Inc.  
 101 Station Landing, Suite 410  
 Medford, MA 02155  
 Email Address: Scapecci@camsys.com  
 Telephone #: (781) 539-6700

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

- D.3. Modification and Amendment. This Contract may be modified only by a written amendment signed by all Parties and approved by all applicable State officials.
- D.4. Subject to Funds Availability. The Contract is subject to the appropriation and availability of State or federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate this Contract upon written notice to the Contractor. The State's exercise of its right to terminate this Contract shall not constitute a breach of Contract by the State. Upon receipt of the written notice, the Contractor shall cease all work associated with the Contract. If the State terminates this Contract due to lack of funds availability, the Contractor shall be entitled to compensation for all conforming goods requested and accepted by the State and for all satisfactory and authorized services completed as of the termination date. Should the State exercise its right to terminate this Contract due to unavailability of funds, the Contractor shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages of any description or amount.

- D.5. Termination for Convenience. The State may terminate this Contract for convenience without cause and for any reason. The State shall give the Contractor at least thirty (30) days written notice before the termination date. The Contractor shall be entitled to compensation for all conforming goods delivered and accepted by the State or for satisfactory, authorized services completed as of the termination date. In no event shall the State be liable to the Contractor for compensation for any goods neither requested nor accepted by the State or for any services neither requested by the State nor satisfactorily performed by the Contractor. In no event shall the State's exercise of its right to terminate this Contract for convenience relieve the Contractor of any liability to the State for any damages or claims arising under this Contract.
- D.6. Termination for Cause. If the Contractor fails to properly perform its obligations under this Contract in a timely or proper manner, or if the Contractor materially violates any terms of this Contract ("Breach Condition"), the State shall have the right to immediately terminate the Contract and withhold payments in excess of compensation for completed services or provided goods. Notwithstanding the above, the Contractor shall not be relieved of liability to the State for damages sustained by virtue of any Breach Condition and the State may seek other remedies allowed at law or in equity for breach of this Contract.
- D.7. Assignment and Subcontracting. The Contractor shall not assign this Contract or enter into a subcontract for any of the goods or services provided under this Contract without the prior written approval of the State. Notwithstanding any use of the approved subcontractors, the Contractor shall be the prime contractor and responsible for compliance with all terms and conditions of this Contract. The State reserves the right to request additional information or impose additional terms and conditions before approving an assignment of this Contract in whole or in part or the use of subcontractors in fulfilling the Contractor's obligations under this Contract.
- D.8. Conflicts of Interest. The Contractor warrants that no part of the Contractor's compensation shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Contractor in connection with any work contemplated or performed under this Contract.

The Contractor acknowledges, understands, and agrees that this Contract shall be null and void if the Contractor is, or within the past six (6) months has been, an employee of the State of Tennessee or if the Contractor is an entity in which a controlling interest is held by an individual who is, or within the past six (6) months has been, an employee of the State of Tennessee.

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

- b. Prior to the use of any subcontractor in the performance of this Contract, and semi-annually thereafter, during the Term, the Contractor shall obtain and retain a current, written attestation that the subcontractor shall not knowingly utilize the services of an illegal immigrant to perform work under this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant to perform work under this Contract. Attestations obtained from subcontractors shall be maintained by the Contractor and made available to State officials upon request.
  - c. The Contractor shall maintain records for all personnel used in the performance of this Contract. Contractor's records shall be subject to review and random inspection at any reasonable time upon reasonable notice by the State.
  - d. The Contractor understands and agrees that failure to comply with this section will be subject to the sanctions of Tenn. Code Ann. § 12-3-309 for acts or omissions occurring after its effective date.
  - e. For purposes of this Contract, "illegal immigrant" shall be defined as any person who is not: (i) a United States citizen; (ii) a Lawful Permanent Resident; (iii) a person whose physical presence in the United States is authorized; (iv) allowed by the federal Department of Homeland Security and who, under federal immigration laws or regulations, is authorized to be employed in the U.S.; or (v) is otherwise authorized to provide services under the Contract.
- D.11. Records. The Contractor shall maintain documentation for all charges under this Contract. The books, records, and documents of the Contractor, for work performed or money received under this Contract, shall be maintained for a period of five (5) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the State, the Comptroller of the Treasury, or their duly appointed representatives. The financial statements shall be prepared in accordance with generally accepted accounting principles.
- D.12. Monitoring. The Contractor's activities conducted and records maintained pursuant to this Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.13. Progress Reports. The Contractor shall submit brief, periodic, progress reports to the State as requested.
- D.14. Strict Performance. Failure by any Party to this Contract to require, in any one or more cases, the strict performance of any of the terms, covenants, conditions, or provisions of this Contract shall not be construed as a waiver or relinquishment of any term, covenant, condition, or provision. No term or condition of this Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the Parties.
- D.15. Independent Contractor. The Parties shall not act as employees, partners, joint venturers, or associates of one another. The Parties are independent contracting entities. Nothing in this Contract shall be construed to create an employer/employee relationship or to allow either Party to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one Party are not employees or agents of the other Party.
- D.16. Patient Protection and Affordable Care Act. The Contractor agrees that it will be responsible for compliance with the Patient Protection and Affordable Care Act ("PPACA") with respect to itself and its employees, including any obligation to report health insurance coverage, provide health insurance coverage, or pay any financial assessment, tax, or penalty for not providing health insurance. The Contractor shall indemnify the State and hold it harmless for any costs to the State arising from Contractor's failure to fulfill its PPACA responsibilities for itself or its employees.

- D.17. Limitation of State's Liability. The State shall have no liability except as specifically provided in this Contract. In no event will the State be liable to the Contractor or any other party for any lost revenues, lost profits, loss of business, decrease in the value of any securities or cash position, time, goodwill, or any indirect, special, incidental, punitive, exemplary or consequential damages of any nature, whether based on warranty, contract, statute, regulation, tort (including but not limited to negligence), or any other legal theory that may arise under this Contract or otherwise. The State's total liability under this Contract (including any exhibits, schedules, amendments or other attachments to the Contract) or otherwise shall under no circumstances exceed the Maximum Liability. This limitation of liability is cumulative and not per incident.
- D.18. Limitation of Contractor's Liability. In accordance with Tenn. Code Ann. § 12-3-701, the Contractor's liability for all claims arising under this Contract shall be limited to an amount equal to two (2) times the Maximum Liability amount detailed in Section C.1. and as may be amended, PROVIDED THAT in no event shall this Section limit the liability of the Contractor for: (i) intellectual property or any Contractor indemnity obligations for infringement for third-party intellectual property rights; (ii) any claims covered by any specific provision in the Contract providing for liquidated damages; or (iii) any claims for intentional torts, criminal acts, fraudulent conduct, or acts or omissions that result in personal injuries or death.
- D.19. Hold Harmless. The Contractor agrees to indemnify and hold harmless the State of Tennessee as well as its officers, agents, and employees from and against any and all claims, liabilities, losses, and causes of action which may arise, accrue, or result to any person, firm, corporation, or other entity which may be injured or damaged to the extent caused by the negligent acts or omissions on the part of the Contractor, its employees, or any person acting for or on its or their behalf relating to this Contract. The Contractor further agrees it shall be liable for the reasonable cost of attorneys for the State to enforce the terms of this Contract.
- In the event of any suit or claim, the Parties shall give each other immediate notice and provide all necessary assistance to respond. The failure of the State to give notice shall only relieve the Contractor of its obligations under this Section to the extent that the Contractor can demonstrate actual prejudice arising from the failure to give notice. This Section shall not grant the Contractor, through its attorneys, the right to represent the State in any legal matter, as the right to represent the State is governed by Tenn. Code Ann. § 8-6-106.
- D.20. Reserved.
- D.21. Tennessee Consolidated Retirement System. Subject to statutory exceptions contained in Tenn. Code Ann. §§ 8-36-801, *et seq.*, the law governing the Tennessee Consolidated Retirement System ("TCRS"), provides that if a retired member of TCRS, or of any superseded system administered by TCRS, or of any local retirement fund established under Tenn. Code Ann. §§ 8-35-101, *et seq.*, accepts State employment, the member's retirement allowance is suspended during the period of the employment. Accordingly and notwithstanding any provision of this Contract to the contrary, the Contractor agrees that if it is later determined that the true nature of the working relationship between the Contractor and the State under this Contract is that of "employee/employer" and not that of an independent contractor, the Contractor, if a retired member of TCRS, may be required to repay to TCRS the amount of retirement benefits the Contractor received from TCRS during the Term.
- D.22. Tennessee Department of Revenue Registration. The Contractor shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 through 67-6-608. Compliance with applicable registration requirements is a material requirement of this Contract.
- D.23. Debarment and Suspension. The Contractor certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:
- a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;

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

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

- D.24. Force Majeure. "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the Party except to the extent that the non-performing Party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing Party through the use of alternate sources, workaround plans or other means. A strike, lockout or labor dispute shall not excuse either Party from its obligations under this Contract. Except as set forth in this Section, any failure or delay by a Party in the performance of its obligations under this Contract arising from a Force Majeure Event is not a default under this Contract or grounds for termination. The non-performing Party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the Party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Contractor's representatives, suppliers, subcontractors, customers or business apart from this Contract is not a Force Majeure Event under this Contract. Contractor will promptly notify the State of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the State within one (1) day of the inception of the delay) that a Force Majeure Event has occurred, and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Contractor's performance longer than forty-eight (48) hours, the State may, upon notice to Contractor: (a) cease payment of the fees until Contractor resumes performance of the affected obligations; or (b) immediately terminate this Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Contractor will not increase its charges under this Contract or charge the State any fees other than those provided for in this Contract as the result of a Force Majeure Event.
- D.25. State and Federal Compliance. The Contractor shall comply with all applicable state and federal laws and regulations in the performance of this Contract.
- D.26. Governing Law. This Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The Tennessee Claims Commission or the state or federal courts in Tennessee shall be the venue for all claims, disputes, or disagreements arising under this Contract. The Contractor acknowledges and agrees that any rights, claims, or remedies against the State of Tennessee or its employees arising under this Contract shall be subject to and limited to those rights and remedies available under Tenn. Code Ann. §§ 9-8-101 through 9-8-407.
- D.27. Entire Agreement. This Contract is complete and contains the entire understanding between the Parties relating to its subject matter, including all the terms and conditions of the Parties' agreement. This Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the Parties, whether written or oral.

- D.28. Severability. If any terms and conditions of this Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions of this Contract shall not be affected and shall remain in full force and effect. The terms and conditions of this Contract are severable.
- D.29. Headings. Section headings of this Contract are for reference purposes only and shall not be construed as part of this Contract.
- D.30. Incorporation of Additional Documents. Each of the following documents is included as a part of this Contract by reference. In the event of a discrepancy or ambiguity regarding the Contractor's duties, responsibilities, and performance under this Contract, these items shall govern in order of precedence below:
- a. any amendment to this Contract, with the latter in time controlling over any earlier amendments;
  - b. this Contract with any attachments or exhibits (excluding the items listed at subsections c. through f., below), which includes Attachment One;
  - c. any clarifications of or addenda to the Contractor's proposal seeking this Contract;
  - d. the State solicitation, as may be amended, requesting responses in competition for this Contract;
  - e. any technical specifications provided to proposers during the procurement process to award this Contract; and
  - f. the Contractor's response seeking this Contract.
- D.31. Iran Divestment Act. The requirements of Tenn. Code Ann. § 12-12-101 et seq., addressing contracting with persons as defined at T.C.A. §12-12-103(5) that engage in investment activities in Iran, shall be a material provision of this Contract. The Contractor certifies, under penalty of perjury, that to the best of its knowledge and belief that it is not on the list created pursuant to Tenn. Code Ann. § 12-12-106.
- D.32. Insurance. Contractor shall maintain insurance coverage as specified in this Section. The State reserves the right to amend or require additional insurance coverage, coverage amounts, and endorsements required under this Contract. Contractor's failure to maintain or submit evidence of insurance coverage, as required, is a material breach of this Contract. If Contractor loses insurance coverage, fails to renew coverage, or for any reason becomes uninsured during the Term, Contractor shall immediately notify the State. All insurance companies providing coverage must be: (a) acceptable to the State; (b) authorized by the Tennessee Department of Commerce and Insurance ("TDCI"); and (c) rated A- / VII or better by A.M. Best. All coverage must be on a primary basis and noncontributory with any other insurance or self-insurance carried by the State. Contractor agrees to name the State as an additional insured on any insurance policy with the exception of workers' compensation (employer liability) and professional liability (errors and omissions) insurance. All policies must contain an endorsement for a waiver of subrogation in favor of the State. Any deductible or self insured retention ("SIR") over fifty thousand dollars (\$50,000) must be approved by the State. The deductible or SIR and any premiums are the Contractor's sole responsibility. The Contractor agrees that the insurance requirements specified in this Section do not reduce any liability the Contractor has assumed under this Contract including any indemnification or hold harmless requirements.

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

that addresses both the primary and noncontributory basis of the umbrella policy if the State is otherwise named as an additional insured.

Contractor shall provide the State a certificate of insurance ("COI") evidencing the coverages and amounts specified in this Section. The COI must be on a form approved by the TDCI (standard ACORD form preferred). The COI must list each insurer's National Association of Insurance Commissioners (NAIC) number and be signed by an authorized representative of the insurer. The COI must list the State of Tennessee – CPO Risk Manager, 312 Rosa L. Parks Ave., 3<sup>rd</sup> 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 or as soon as practicable, but in any event Contractor shall maintain the foregoing 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 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).
- (2) The Contractor shall maintain single limits not less than one million dollars (\$1,000,000) per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this policy or location of occurrence or the general aggregate limit shall be twice the required occurrence limit.

b. Workers' Compensation and Employer Liability Insurance

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

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

D.33. Major Procurement Contract Sales and Use Tax. Pursuant to Tenn. Code Ann. § 4-39-102 and to the extent applicable, the Contractor and the Contractor's subcontractors shall remit sales and use taxes on the sales of goods or services that are made by the Contractor or the Contractor's subcontractors and that are subject to tax.

#### **E. SPECIAL TERMS AND CONDITIONS:**

- E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Contract, the special terms and conditions shall be subordinate to the Contract's other terms and conditions.
- E.2. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law. All material and information, regardless of form, medium or method of communication, provided to the Contractor by the State or acquired by the Contractor on behalf of the State that is regarded as confidential under state or federal law shall be regarded as "Confidential Information." Nothing in this Section shall permit Contractor to disclose any Confidential Information, regardless of whether it has been disclosed or made available to the Contractor due to intentional or negligent actions or inactions of agents of the State or third parties. Confidential Information shall not be disclosed except as required or permitted under state or federal law. Contractor shall take all necessary steps to safeguard the confidentiality of such material or information in conformance with applicable state and federal

law. The Contractor's obligations under this section do not apply to information in the public domain; that is not from a breach by the Contractor of this Contract; and is not confidential under applicable state or federal law.

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

- E.3. Prohibited Advertising or Marketing. The Contractor shall not suggest or imply in advertising or marketing materials that Contractor's goods or services are endorsed by the State. The restrictions on Contractor advertising or marketing materials under this Section shall survive the termination of this Contract.
- E.4. Personally Identifiable Information. While performing its obligations under this Contract, Contractor may have access to Personally Identifiable Information held by the State ("PII"). For the purposes of this Contract, "PII" includes "Nonpublic Personal Information" as that term is defined in Title V of the Gramm-Leach-Bliley Act of 1999 or any successor federal statute, and the rules and regulations thereunder, all as may be amended or supplemented from time to time ("GLBA") and personally identifiable information and other data protected under any other applicable laws, rule or regulation of any jurisdiction relating to disclosure or use of personal information ("Privacy Laws"). Contractor agrees it shall not do or omit to do anything which would cause the State to be in breach of any Privacy Laws. Contractor shall, and shall cause its employees, agents and representatives to: (i) keep PII confidential and may use and disclose PII only as necessary to carry out those specific aspects of the purpose for which the PII was disclosed to Contractor and in accordance with this Contract, GLBA and Privacy Laws; and (ii) implement and maintain appropriate technical and organizational measures regarding information security to: (A) ensure the security and confidentiality of PII; (B) protect against any threats or hazards to the security or integrity of PII; and (C) prevent unauthorized access to or use of PII. Contractor shall immediately notify State: (1) of any disclosure or use of any PII by Contractor or any of its employees, agents and representatives in breach of this Contract; and (2) of any disclosure of any PII to Contractor or its employees, agents and representatives where the purpose of such disclosure is not known to Contractor or its employees, agents and representatives. The State reserves the right to review Contractor's policies and procedures used to maintain the security and confidentiality of PII and Contractor shall, and cause its employees, agents and representatives to, comply with all reasonable requests or directions from the State to enable the State to verify and/or procure that Contractor is in full compliance with its obligations under this Contract in relation to PII. Upon termination or expiration of the Contract or at the State's direction at any time in its sole discretion, whichever is earlier, Contractor shall immediately return to the State any and all PII which it has received under this Contract and shall destroy all records of such PII.
- The Contractor shall report to the State any instances of unauthorized access to or potential disclosure of PII in the custody or control of Contractor ("Unauthorized Disclosure") that come to the Contractor's attention. Any such report shall be made by the Contractor within twenty-four (24) hours after the Unauthorized Disclosure has come to the attention of the Contractor. Contractor shall take all necessary measures to halt any further Unauthorized Disclosures. The Contractor, at the sole discretion of the State, shall provide no cost credit monitoring services for individuals whose PII was affected by the Unauthorized Disclosure. The Contractor shall bear the cost of notification to all individuals affected by the Unauthorized Disclosure, including individual letters and public notice. The remedies set forth in this Section are not exclusive and are in addition to any claims or remedies available to this State under this Contract or otherwise available at law.
- E.5. 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.

**IN WITNESS WHEREOF,**

**CAMBRIDGE SYSTEMATICS, INC.:**

  
\_\_\_\_\_  
CONTRACTOR SIGNATURE

8/1/18  
\_\_\_\_\_  
DATE

Steven Capecci, Chief Operating Officer

\_\_\_\_\_  
**PRINTED NAME AND TITLE OF CONTRACTOR SIGNATORY (above)**

**DEPARTMENT OF SAFETY AND HOMELAND SECURITY:**

  
\_\_\_\_\_  
DAVID W. PURKEY, COMMISSIONER

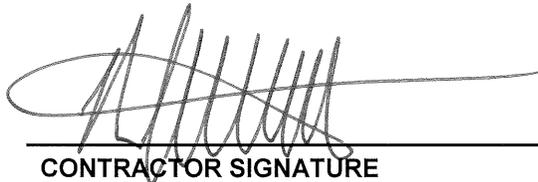
8-02-18  
\_\_\_\_\_  
DATE

## ATTACHMENT ONE

## ATTESTATION RE PERSONNEL USED IN CONTRACT PERFORMANCE

SUBJECT CONTRACT NUMBER:	59627
CONTRACTOR LEGAL ENTITY NAME:	CAMBRIDGE SYSTEMATICS, INC.
EDISON VENDOR IDENTIFICATION NUMBER:	0000000221

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.




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**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.

Brad Wright, President & Chief Executive Officer

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**PRINTED NAME AND TITLE OF SIGNATORY**

08/01/2018

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**DATE OF ATTESTATION**