

CONTRACT INSTRUCTIONS

1. Throughout the contract instructions printed in **RED** (e.g., **PROCURING PARTY LEGAL ENTITY NAME, ID NUMBER, LOCATION, DATE, \$\$\$\$.\$\$, MM, Y, #,** etc.) denote “blanks” which must be completed. Replace the **RED** instructional text with the correct information in regular style print of conforming font and color. Appropriate ownership/control must be selected. Your agency contact person & telephone # block must be filled out.
2. Fill in the blanks to indicate the quantities and the costs associated with the requested number of access points in section C.2.b. of this contract.
3. Sign and Date Contract.
4. Submit Payment and signed contract document to:
 - a. Design Division
Headquarters Survey Office
Tennessee Department of Transportation
505 Deaderick Street
Suite 1300, James K. Polk Building
Nashville, TN 37243
Telephone # (615) 741-0450
FAX # (615) 532-2799
5. Upon execution of this Contract and after payment is verified, the State will turn on TDOT GNSS Reference Network access for the Procuring Party’s username and password for the requested number of simultaneous access points.
6. Please allow thirty (30) days from the State’s receipt of the Procuring Party’s executed contract and payment, for the State to process the Contract, verify payment, and assign an Access Point User Name and Password.
7. **Fees for the entire period of the Contract shall be provided with the signed contract.**
8. If the appropriate fees are not received with the signed Contract, the State will not process the Contract for access
9. If you have any questions related to completion of this agreement, please contact the Design Division at (615) 741-0450 or TDOT.GNSSNetwork@tn.gov.

EXHIBIT 1 -IA



INTERAGENCY AGREEMENT SUMMARY

(Interagency Agreement between state agencies, including the University of Tennessee or Board of Regents colleges and universities)

Begin Date	End Date 6-30-2018	Agency Tracking # 40100-21917	Edison ID 49159
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Contracting State Agency Name

CFDA #

Service Caption
TDOT GNSS REFERENCE NETWORK

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

American Recovery and Reinvestment Act (ARRA) Funding: YES NO

<p>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.</p>	<p><i>CPO USE - IA</i></p>
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Speed Chart (optional)	Account Code (optional)
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**INTERAGENCY AGREEMENT BETWEEN THE STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION
&**

This Interagency Agreement (“Agreement”), by and between the State of Tennessee, Department of Transportation hereinafter referred to as the “Procuring State Agency” and _____, hereinafter referred to as the “Contracting State Agency,” is for the provision of TDOT GNSS Reference Network, as further defined in the “Scope of Services.”

A. SCOPE OF SERVICES:

- A.1. The Procuring State Agency shall provide all goods, services or deliverables as required, described, and detailed herein and shall meet all service and delivery timelines as specified by this Agreement.
- A.2. The Contracting State Agency shall have unlimited access to the TDOT GNSS Reference Network for the number of simultaneous connections for which payment has been received. The Contracting State Agency will have one user name and password assigned; however, multiple simultaneous connections to the TDOT GNSS Reference Network can be allowed per user name and password if multiple access points are purchased. Access shall only be used by the individual Procuring Party, their company, or public sector entity (if Contracting State Agency represents a public sector entity).
- A.3. The Contracting State Agency shall not transfer access, via its user name and password, to any person or entity not an employee of the Contracting State Agency’s company or public sector entity.
- A.4. The Contracting State Agency shall connect to the internet IP address provided by the Procuring State Agency for use via the Contracting State Agency’s mobile devices for positioning, locating and navigating with satellites of the GNSS.
- A.5. The Contracting State Agency will be granted access to the TDOT GNSS Reference Network only after authenticated user name and password information have been verified and approved by the public domain interface Network Transport of RTCM Protocol (NTRIP).
- A.6. The Contracting State Agency shall be responsible for the purchase, lease, installation, maintenance, and operation of all equipment necessary to use TDOT GNSS Reference Network services, including without limitation the NTRIP protocol.
- A.7. The Contracting State Agency shall notify the Procuring State Agency of any unauthorized use of their login.
- A.8. The Procuring State Agency shall maintain and operate the TDOT GNSS Reference Network, Monday through Friday from 8:00 AM to 4:30 PM (Central Time), excluding State Holidays.
- A.9. The Procuring State Agency shall operate and maintain a web application to display the TDOT GNSS Reference Network status.
- A.10. The Procuring State Agency shall broadcast real time GNSS Network corrections in Radio Technical Commission for Maritime Services (RTCM) formats from the TDOT GNSS Reference Network Server to the internet IP address provided by the Procuring State Agency for use via the Contracting State Agency’s mobile devices for positioning, locating and navigating with satellites of the GNSS. The Procuring State Agency will provide access to the network using the public domain interface Network transport of RTCM Protocol (NTRIP).
- A.11. The Procuring State Agency will offer the following GNSS Network corrections:
 - Single Baseline Corrections in RTCM 2.3 Format
 - Single Baseline Corrections in RTCM 3.0 Format
 - Modeled Network Corrections in RTCM 3.0 Format

- Single Baseline Corrections in CMR+ Format
- Modeled Network Corrections in CMR+ Format

- A.12. The Procuring State Agency shall own and be responsible, at its expense, for all aspects of the operation and maintenance of the TDOT GNSS Reference Network, including without limitation, servers, Topcon TopNET software, and other software necessary for the GNSS Network Server to accomplish its tasks.
- A.13. The Procuring State Agency will not be responsible for any user equipment or software required to access the TDOT GNSS Reference Network.
- A.14. The Procuring State Agency shall not be responsible for troubleshooting Contracting State Agency's equipment issues regarding network connectivity.
- A.15. The Procuring State Agency will monitor, log and enforce account usage.
- A.16. The Procuring State Agency will make static data files available for download via the National Geodetic Survey's (NGS) website www.ngs.noaa.gov/CORS/. Static Data files that are not available via the NGS website, may be available from the Procuring State Agency, but there is no guarantee. Should the Contracting State Agency be unable to find a Static file on the NGS website, they can e-mail a request to TDOT.GNSSNetwork@tn.gov and Procuring State Agency staff will determine if the file is available, and if so, will coordinate distribution of said file to the Contracting State Agency.

B. TERM OF AGREEMENT:

This Agreement shall be effective on _____ ("Effective Date"), and extend for a period of _____ months after the Effective Date ("Term"). The Procuring State Agency shall have no obligation for goods or services provided by the Contracting State Agency prior to the Effective Date.

C. PAYMENT TERMS AND CONDITIONS:

- C.1. General Account Information - The Procuring State Agency shall complete and return this Contract and necessary fees in order to obtain access to the TDOT GNSS Reference Network. Upon execution of this Contract and after payment is verified, the Contracting State Agency will turn on TDOT GNSS Reference Network access for the Procuring State Agency's username and password for the appropriate number of simultaneous access points. Please allow thirty (30) days from the Contracting State Agency's receipt of the Procuring State Agency's contract and payment for the Contracting State Agency to process the Contract, verify payment, and assign an Access Point User Name and Password. **Fees for the entire period of the Contract shall be provided with the signed contract.** If the appropriate fees are not received with the signed Contract, the Contracting State Agency will not process the Contract for access.
- a. Upon expiration of this Contract, June 30, 2018, the Contracting State Agency will turn off access to the TDOT GNSS Reference Network for the Procuring State Agency.
- b. Upon expiration of this Contract, the Procuring State Agency must complete a new application, sign a new contract, and pay the required fees to obtain access to the TDOT GNSS Reference Network.
- c. Procuring Parties who have subscribed to at least 5 or more Simultaneous Access Points agree to participate in the research and outreach efforts of the planned TDOT GNSS Reference Network User Group. Participation may include such activities as allowing photographing of the Procuring State Agency field activities, user testimonials, or a report or other written feedback for the purposes of developing outreach materials. Said outreach shall be in the amount of at least one suitable photo per year and/or one user report or one-page testimonial, or other documented feedback. Research participation may include provision of field observation results, particularly for observations made of National Geodetic Survey (NGS), or state monuments and benchmarks, or other report(s)

on aspects of network quality, positional integrity, accessibility or availability. Said research or outreach contributions will be submitted, digitally or in hard copy via mail or email to the Contracting State Agency upon request during the subject year of subscription per this Contract.

- d. Upon receipt of payment and this signed completed contract from the Procuring State Agency, the Contracting State Agency will contact the Procuring State Agency concerning the Procuring State Agency's User Name and Password for access to the TDOT GNSS Reference Network. Each Procuring State Agency will be issued one User Name and Password that will be used to provide TDOT GNSS Reference Network access for all of purchased Access Points. The Contracting State Agency will ask for suggestions from the Procuring State Agency for the User Name and Password that will be used for their Access Points. The suggested Procuring State Agency Account User Name must contain alpha numeric characters, not to exceed 20 characters. The suggested Procuring State Agency Account Password must contain alpha numeric characters, not to exceed 20 characters. The Procuring State Agency User Name and Password are case sensitive. The Contracting State Agency will make every effort to use the Procuring State Agency suggested User Name and Password, and would only modify the suggested User Name and Password should duplications occur, or upon recommendations from the Contracting State Agency's information technology staff.

C.2. **Procuring State Agency Account** – This account is required for all Procuring Parties **submitting a Contract and paying necessary fees** for access to the TDOT GNSS Reference Network. The required fees for simultaneous access point(s) for this Contract are a contract processing fee of \$150.00 and a partial year cost of \$25.00 per month per number of simultaneous access points. The partial year cost of \$25.00 per month per number of simultaneous access point(s) will be required for every full or partial month from the date of the Procuring State Agency's signature to June 30, 2018. For example, if a Procuring State Agency submits their signed contract and fees on February 25, 2016, with a start date of February 1, 2016, there would be twenty-nine (29) months in the Contract, and if the Procuring State Agency requests one (1) access point, then the required fees for the access point will be the \$150.00 contract processing fee and a total monthly cost of \$725.00 = (\$25.00 x 29 months x 1 access point) for a Contract Total Fee of \$875.00.

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

Contract Processing Fee: (a) = \$ 0.00

Partial Year Cost per Access Point(s): (b) = \$ 25.00 x $\frac{\text{Total \# of Months Remaining}}{\text{(b) total}}$ = _____

Contract Total Fee =

$$(a) \$0.00 + \left[\frac{\text{(b)Total}}{\text{\# of Access Points}} \times (\text{Total \# of Months Remaining}) \right] = \text{Total Due}$$

C.3. **Addition of Simultaneous Access Points to Existing Contract:** If the Procuring State Agency desires to add simultaneous access points after this Contract has been signed and the fees have

been paid, the Procuring State Agency shall submit a written request to the Contracting State Agency specifying the number of additional access points needed. The Contracting State Agency shall then prepare a written amendment to the Contract to be signed by all parties. The amendment will be submitted with the required additional fee(s) described below:

Required fees for adding simultaneous access point(s) are a new contract processing fee of \$150.00, a partial year cost of \$25.00 per month per number of simultaneous access point(s) added. The partial year cost of \$25.00 per month per number of simultaneous access point(s) will be required for every full or partial month from the date of the Procuring State Agency's signature to June 30, 2018. For example, if a Procuring State Agency would like to add two (2) additional access points and they submit their signed contract and fees on February 25, 2016, with a February 1, 2016 begin date, there would be twenty-nine (29) months in the Contract, and the required fees for the two (2) additional access points will be the \$150.00 contract processing fee and a total monthly cost of \$1,450.00 = (\$25.00 x 29 months x 2 access points) for a Contract Total Fee of \$1,600.00.

D. STANDARD TERMS AND CONDITIONS:

- D.1. Required Approvals. The Procuring State Agency and the Contracting State Agency are not bound by this Agreement until it is signed by the agency head or the agency head's designee. Each agency's legal counsel shall review and approve the Agreement as to form and legality.
- D.2. Modification and Amendment. Any modifications, amendments, renewals or extensions shall be in writing, signed, and approved by all parties who signed and approved this Agreement.
- D.3. Termination for Convenience. This Agreement may be terminated by either party by giving written notice to the other, at least thirty (30) days before the effective date of termination. Should the Procuring State Agency exercise the option of terminating this Agreement for convenience, the Contracting State Agency shall be entitled to compensation for all goods delivered and accepted or satisfactory and authorized services completed as of the termination date. Should the Contracting State Agency exercise this provision, the Procuring State Agency shall have no liability to the Contracting State Agency except for those goods delivered and accepted or those units of service that were satisfactorily completed by the Contracting State Agency. The final decision as to the acceptability of goods or whether units of service were satisfactorily completed shall be determined by the Procuring State Agency in its sole discretion.
- D.4. Subject to Funds Availability. This Agreement is subject to the appropriation and availability of state and/or federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the Procuring State Agency reserves the right to terminate this Agreement upon written notice to the Contracting State Agency. Said termination shall not be deemed a breach of this Agreement by the Procuring State Agency. Upon receipt of the written notice, the Contracting State Agency shall cease all work associated with this Agreement. Should such an event occur, the Contracting State Agency shall be entitled to compensation for all satisfactory and goods delivered and accepted or authorized services completed as of the termination date. Upon such termination, the Contracting State Agency shall have no right to recover from the Procuring State Agency any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- D.5. Completeness. This Agreement is complete and contains the entire understanding between the parties relating to this subject matter, including all the terms and conditions of the parties' agreement. There are no other prior or contemporaneous agreements that modify, supplement, or contradict any of the express terms of the agreement.
- D.6. Communications and Contacts. All instructions, notices, consents, demands, or other communications shall be made in writing and directed to the following designated contact persons:

The Procuring State Agency:

Design Division
Headquarters Survey Office

Tennessee Department of Transportation
Suite 1300, James K. Polk Building
Nashville, TN 37243
TDOT.GNSSNetwork@tn.gov
Telephone # (615) 741-0450
FAX # (615) 532-2799

The Contracting State Agency:

IN WITNESS WHEREOF,

CONTRACTING STATE AGENCY'S SIGNATURE

DATE

PRINTED NAME AND TITLE OF SIGNATORY (ABOVE)

Approved as to Form and Legality:

DATE

DEPARTMENT OF TRANSPORTATION

PROCURING STATE AGENCY SIGNATURE

DATE

JOHN C. SCHROER, COMMISSIONER

PRINTED NAME AND TITLE OF SIGNATORY (ABOVE)

Approved as to Form and Legality:

JOHN REINBOLD, GENERAL COUNSEL

DATE