

CONTRACT INSTRUCTIONS

1. Throughout the contract instructions printed in RED (e.g., **PROCURING PARTY LEGAL ENTITY NAME, NUMBER, DATE, \$\$\$\$.\$\$, MM, #, etc.**) denote “blanks” which must be completed. Replace the RED instructional text with the correct information in regular style print of conforming font and color.
2. Fill in the blanks to indicate the quantities and the costs associated with the requested number of access points in section C.2.b. of this contract.
3. Sign and Date Contract.
4. Submit Payment and signed contract document to:
 - a. Please make your check or money order payable to Tennessee Department of Transportation
 - b. Design Division
Headquarters Survey Office
Tennessee Department of Transportation
505 Deaderick Street
Suite 1200, James K. Polk Building
Nashville, TN 37243
Telephone # (615) 741-0835
FAX # (615) 253-5218
5. Upon execution of this Contract and after payment is verified, the State will turn on TDOT GNSS Reference Network access for the Procuring Party’s username and password for the requested number of simultaneous access points.
6. Please allow thirty (30) days from the State’s receipt of the Procuring Party’s executed contract and payment, for the State to process the Contract, verify payment, and assign an Access Point User Name and Password.
7. **Fees for the entire period of the Contract shall be provided with the signed contract.**
8. If the appropriate fees are not received with the signed Contract, the State will not process the Contract for access
9. If you have any questions related to completion of this agreement, please contact the Design Division at (615) 741-0835 or TDOT.GNSSNetwork@tn.gov.

EXHIBIT 1 – IA-RV



INTERAGENCY AGREEMENT SUMMARY

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

Begin Date	End Date	Agency Tracking # 40100-22720	Edison ID 57658
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Contracting State Agency Name	Edison Supplier ID
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CFDA # N/A

Service Caption TDOT GNSS REFERENCE NETWORK
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Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Agreement Amount
TOTAL:					

<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>	
	<p>Speed Chart (optional)</p>	<p>Account Code (optional)</p>

**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 “TDOT,” and hereinafter referred to as the “Contracting State Agency,” is for the provision of TDOT GNSS Reference Network Access, as further defined in the “Scope of Services.”

A. SCOPE OF SERVICES:

- A.1. 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 Contracting State Agency.
- A.2. 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.
- A.3. 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.4. 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.5. 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.6. The Contracting State Agency shall notify TDOT of any unauthorized use of their login credentials.
- A.7. TDOT shall maintain and operate the TDOT GNSS Reference Network, Monday through Friday from 8:00 AM to 4:30 PM (Central Time), excluding Procuring State Agency Holidays.
- A.8. TDOT shall operate and maintain a web application to display the TDOT GNSS Reference Network status.
- A.9. TDOT 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 TDOT for use via the Contracting State Agency’s mobile devices for positioning, locating and navigating with satellites of the GNSS. TDOT will provide access to the network using the public domain interface Network transport of RTCM Protocol (NTRIP).
- A.11. TDOT 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. TDOT 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. TDOT will not be responsible for any user equipment or software required to access the TDOT GNSS Reference Network.
- A.14. TDOT shall not be responsible for troubleshooting Contracting State Agency's equipment issues regarding network connectivity.
- A.15. TDOT will monitor, log and enforce account usage.
- A.16. TDOT 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 TDOT, 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 TDOT 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 _____ after the Effective Date ("Term").

C. PAYMENT TERMS AND CONDITIONS:

- C.1. General Account Information. The Contracting State Agency shall complete and return this Agreement and necessary fees in order to obtain access to the TDOT GNSS Reference Network. Upon execution of this Agreement and after payment is verified, the Procuring State Agency will turn on TDOT GNSS Reference Network access for the Contracting State Agency's username and password for the appropriate number of simultaneous access points. Please allow thirty (30) days from the Procuring State Agency's receipt of the Contracting State Agency's contract and payment for TDOT to process the Agreement, 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, TDOT will not process the Agreement for access.
 - a. Upon expiration of this Agreement, June 30, 2021, TDOT will turn off access to the TDOT GNSS Reference Network from the Contracting State Agency.
 - b. Upon expiration of this Agreement, the Contracting 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. Contracting State Agencies 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 Contracting 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 TDOT upon request during the subject year of subscription per this Contract.
 - d. Upon receipt of payment and this signed completed Agreement from the Contracting State Agency, TDOT will contact the Contracting State Agency concerning the Contracting State Agency's User Name and Password for access to the TDOT GNSS Reference Network. Each Contracting 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. TDOT will ask for suggestions from the Contracting State

Agency for the User Name and Password that will be used for their Access Points. The suggested Contracting State Agency Account user name must contain alpha numeric characters, not to exceed 20 characters. The suggested Contracting State Agency Account Password must contain alpha numeric characters, not to exceed 20 characters. The Contracting State Agency user name and password are case sensitive. TDOT will make every effort to use the Contracting State Agency suggested user name and password, and would only modify the suggested user name and password should duplications occur, or upon recommendations from TDOT's information technology staff.

- e. Payments will be accepted by check or money order. Checks should be made payable to the Tennessee Department of Transportation. Payment must be made in full when submitting the Agreement.

C.2. Contracting State Agency Account. This account is required for all Contracting State Agencies **submitting a Agreement and paying necessary fees** for access to the TDOT GNSS Reference Network. The required fees for simultaneous access point(s) for this Agreement 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 Contracting State Agency's signature to June 30, 2021.

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

Contract Processing Fee: (a) = \$ 150.00
Partial Year Cost per Access Point(s): (b) = \$ 25.00 x _____ = (_____)
Total # of Months Remaining (b) total

Contract Total Fee = \$ _____

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

C.3. Addition of Simultaneous Access Points to Existing Contract. If the Contracting State Agency desires to add simultaneous access points after this Contract has been signed and the fees have been paid, the Contracting State Agency shall submit a written request to TDOT specifying the number of additional access points needed. TDOT 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) include a new contract processing fee of \$150.00, plus 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 TDOT's signature to June 30, 2020.

D. STANDARD TERMS AND CONDITIONS:

- D.1. Required Approvals. TDOT 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 Contracting State Agency exercise the option of terminating this Agreement for convenience, TDOT 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, TDOT 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 TDOT. The final decision as to the acceptability of goods or whether units of service were satisfactorily completed shall be determined by TDOT 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, TDOT 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 TDOT. Upon such termination, the Contracting State Agency shall have no right to recover from TDOT 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:

TDOT:

Design Division
Headquarters Survey Office
Tennessee Department of Transportation
Suite 1200, James K. Polk Building
Nashville, TN 37243
TDOT.GNSSNetwork@tn.gov
Telephone # (615) 741-0835
FAX # (615) 532-2799

The Contracting State Agency:

Telephone #
FAX #

IN WITNESS WHEREOF,

CONTRACTING STATE AGENCY SIGNATURE

DATE

PRINTED NAME AND TITLE OF SIGNATORY (ABOVE)

APPROVED AS TO FORM AND LEGALITY:

CONTRACTING STATE AGENCY ATTORNEY

DATE

DEPARTMENT OF TRANSPORTATION

CLAY BRIGHT, COMMISSIONER

DATE

APPROVED AS TO FORM AND LEGALITY:

JOHN REINBOLD, GENERAL COUNSEL

DATE

APPROVED AS TO FORM AND LEGALITY: