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 2 – RV

CONTRACT

(state revenue contract with an individual, business, non-profit, or government entity of another state or country and from which the state receives monetary compensation)

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

Procuring Party Legal Entity Name	Procuring Party Registration ID
Procuring Party Legal Entity Name	

Service Caption

TDOT GNSS REFERENCE NETWORK

Ownership/Control

☐ African American ☐ Asian ☐ Hispanic ☐ Native American ☐ Female

☐ Person w/Disability ☐ Small Business ☐ Government ☐ NOT Minority/Disadvantaged

☐ Other:

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

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

Agency Contact & Telephone #	*OCR USE - RV*

CONTRACT
BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF TRANSPORTATION
AND

PROCURING PARTY NAME

This Contract, by and between the State of Tennessee, Department of Transportation, hereinafter referred to as the 'State" and Procuring Party Legal Entity Name , hereinafter referred to as the "Procuring Party," is for the provision of TDOT GNSS Reference Network Access, as further defined in the "SCOPE OF SERVICES."

The Procuring Party is a/an Individual, For-Profit Corporation, Non-Profit Corporation, Special Purpose Corporation Or Association, Partnership, Joint Venture, Or Limited Liability Company.
Procuring Party Place of Incorporation or Organization: Location

A. SCOPE OF SERVICES:

A.1. The Procuring Party shall have unlimited access to the TDOT GNSS Reference Network for the number of simultaneous connections for which payment has been received. The Procuring Party 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 Procuring Party represents a public sector entity).

A.2. The Procuring Party shall not transfer access, via its user name and password, to any person or entity not an employee of the Procuring Party's company or public sector entity.

A.3. The Procuring Party shall connect to the internet IP address provided by the State for use via the Procuring Party's mobile devices for positioning, locating and navigating with satellites of the GNSS.

A.4. The Procuring Party 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 Procuring Party 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 Procuring Party shall notify the State of any unauthorized use of their login.

A.7. The State 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.8. The State shall operate and maintain a web application to display the TDOT GNSS Reference Network status.

A.9. The State 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 State for use via the Procuring Party's mobile devices for positioning, locating and navigating with satellites of the GNSS. The State will provide access to the network using the public domain interface Network transport of RTCM Protocol (NTRIP).

A.10. The State 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.11. The State 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.12. The State will not be responsible for any user equipment or software required to access the TDOT GNSS Reference Network.

A.13. The State shall not be responsible for troubleshooting Procuring Party's equipment issues regarding network connectivity.

A.14. The State will monitor, log and enforce account usage.

A.15. The State 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 State, but there is no guarantee. Should the Procuring Party be unable to find a Static file on the NGS website, they can e-mail a request to TDOT.GNSSNetwork@state.tn.us and State staff will determine if the file is available, and if so, will coordinate distribution of said file to the Procuring Party.

B. TERM OF CONTRACT:

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

C. PAYMENT TERMS AND CONDITIONS:

C.1. General Account Information - The Procuring Party 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 State will turn on TDOT GNSS Reference Network access for the Procuring Party's username and password for the appropriate number of simultaneous access points. Please allow thirty (30) days from the State's receipt of the Procuring Party's contract and payment for the State 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 State will not process the Contract for access.

a. Upon expiration of this Contract, June 30, 2018, the State will turn off access to the TDOT GNSS Reference Network for the Procuring Party.

b. Upon expiration of this Contract, the Procuring Party 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 Party 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 State upon request during the subject year of subscription per this Contract.

d. Upon receipt of payment and this signed completed contract from the Procuring Party,

the State will contact the Procuring Party concerning the Procuring Party's User Name and Password for access to the TDOT GNSS Reference Network. Each Procuring Party 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 State will ask for suggestions from the Procuring Party for the User Name and Password that will be used for their Access Points. The suggested Procuring Party Account User Name must contain alpha numeric characters, not to exceed 20 characters. The suggested Procuring Party Account Password must contain alpha numeric characters, not to exceed 20 characters. The Procuring Party User Name and Password are case sensitive. The State will make every effort to use the Procuring Party suggested User Name and Password, and would only modify the suggested User Name and Password should duplications occur, or upon recommendations from the State'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 contract agreement.

C.2. **Procuring Party 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 Party's signature to June 30, 2018. For example, if a Procuring Party 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 Party 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 Party 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 Party Account Fee Structure (Procuring Party Completes this Section)

Contract Processing Fee: **(a) = $ 150.00**

Partial Year Cost per Access Point(s): **(b) = $ 25.00 x** MM **=** ($$$$$$.$$)

Total # of Months Remaining **(b) total**

Contract Total Fee =

(a) $150.00 + [$$$$$$.$$ **x (** # **)**] **=** $$$$$$.$$

(b) Total **# of Access Points** **Total Due**

C.3. **Addition of Simultaneous Access Points to Existing Contract:** If the Procuring Party desires to add simultaneous access points after this Contract has been signed and the fees have been paid, the Procuring Party shall submit a written request to the State specifying the number of additional access points needed. The State 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 Party's signature to June 30, 2018. For example, if a Procuring Party 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 State is not bound by this Contract until it is signed by the contract parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this contract, said officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).

D.2. Modification and Amendment. This Contract may be modified only by a written amendment signed by all parties hereto and approved by both the officials who approved the base contract and, depending upon the specifics of the contract as amended, any additional officials required by Tennessee laws and regulations (said officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).

D.3. Termination for Convenience. The Contract may be terminated by either party by giving written notice to the other, at least thirty (30) days before the effective date of termination. Said termination shall not be deemed a breach of contract by the State. Should the State exercise this provision, the State shall have no liability to the Procuring Party. Should either the State or the Procuring Party exercise this provision, the Procuring Party shall be required to compensate the State for satisfactory, authorized services completed as of the termination date and shall have no liability to the State except for those units of service which can be effectively used by the Procuring Party. The final decision, as to what these units of service are, shall be determined by the State. In the event of disagreement, the Procuring Party may file a claim with the Tennessee Claims Commission in order to seek redress.

Upon such termination, the Procuring Party shall have no right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

D.4. Termination for Cause. If either party fails to properly perform or fulfill its obligations under this Contract in a timely or proper manner or violates any terms of this Contract, the other party shall have the right to immediately terminate the Contract. The Procuring Party shall compensate the State for completed services.

D.5. Subcontracting. Neither the Procuring Party nor the State shall assign this Contract or enter into a subcontract for any of the services performed under this Contract without obtaining the prior written approval of the other. If such subcontracts are approved, they shall contain, at a minimum, sections of this Contract below pertaining to "Conflicts of Interest," "Nondiscrimination," and "Records" (as identified by the section headings).

D.6. Conflicts of Interest. The Procuring Party warrants that no amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Procuring Party in connection with any work contemplated or performed relative to this Contract other than as required by section A. of this Contract.

D.7. Nondiscrimination. The State and the Procuring Party hereby agree, warrant, and assure 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 State or the Procuring Party on the grounds of handicap or disability, age, race, color, religion, sex,

national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law.

D.8. Records. The Procuring Party shall maintain documentation for its transactions with the State under this Contract. The books, records, and documents of the Procuring Party, insofar as they relate to work performed or money paid under this Contract, shall be maintained for a period of three (3) full years from the final date of this Contract and shall be subject to audit, at any reasonable time and upon reasonable notice, by the state agency, the Comptroller of the Treasury, or their duly appointed representatives. The financial statements shall be prepared in accordance with generally accepted accounting principles.

D.9. Strict Performance. Failure by any party to this Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Contract shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties hereto.

D.10. Independent Contractor. The parties hereto, in the performance of this Contract, shall not act as employees, partners, joint venturers, or associates of one another. It is expressly acknowledged by the parties hereto that such parties are independent contracting entities and that nothing in this Contract shall be construed to create an employer/employee relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.

Claims against the State of Tennessee, or its employees, or injury damages expenses or attorney's fees are heard and determined by the Tennessee Claims Commission or the Tennessee Board of Claims in the manner prescribed by law (*Tennessee Code Annotated*, Sections 9-8-101 *et seq*., 9-8-301 *et seq*., and 9-8-401 *et seq*.). Damages recoverable against the State of Tennessee shall be expressly limited to claims paid by the Board of Claims or the Claims Commission pursuant to *Tennessee Code Annotated*, Section 9-8-301 *et seq.*

D.11. State Liability. The State shall have no liability except as specifically provided in this Contract.

D.12. Force Majeure. The obligations of the parties to this Contract are subject to prevention by causes beyond the parties' control that could not be avoided by the exercise of due care including, but not limited to, natural disasters, riots, wars, epidemics, or any other similar cause.

D.13. State and Federal Compliance. The Procuring Party and the State shall comply with all applicable State and Federal laws and regulations in the performance of this Contract.

D.14. Governing Law. This Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The Procuring Party agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Contract. The Procuring Party acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising therefrom, shall be subject to and limited to those rights and remedies, if any, available under *Tennessee Code Annotated*, Sections 9-8-101 through 9-8-407.

D.15. Completeness. This Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions of the parties' agreement. This Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.

D.16. Severability. If any terms and conditions of this Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions hereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this Contract are declared severable.

D.17. Headings. Section headings of this Contract are for reference purposes only and shall not be construed as part of this Contract.

D.18. HIPAA Compliance. The State and Procuring Party shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Health Information Technology for Economic and Clinical Health (HITECH) Act and any other relevant laws and regulations regarding privacy (collectively the "Privacy Rules").

a. Procuring Party warrants to the State that it is familiar with the requirements of the Privacy Rules, and will comply with all applicable requirements in the course of this Contract.

b. Procuring Party warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of the Contract so that both parties will be in compliance with the Privacy Rules.

c. The State and the Procuring Party will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably necessary to keep the State and Procuring Party in compliance with the Privacy Rules. This provision shall not apply if information received or delivered by the parties under this Contract is NOT "protected health information" as defined by the Privacy Rules, or if the Privacy Rules permit the parties to receive or deliver such information without entering into a business associate agreement or signing another such document.

d. The Procuring Party will indemnify the State and hold it harmless for any violation by the Procuring Party or its subcontractors of the Privacy Rules. This includes the costs of responding to a breach of protected health information, the costs of responding to a government enforcement action related to the breach, and any fines, penalties, or damages paid by the State because of the violation.

E. SPECIAL TERMS AND CONDITIONS:

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

E.2. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Contract shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by EMAIL or facsimile transmission with recipient confirmation. Any such communications, regardless of method of transmission, shall be addressed to the respective party at the appropriate mailing address, facsimile number, or EMAIL address as set forth below or to that of such other party or address, as may be hereafter specified by written notice.

The State:

Design Division
Headquarters Survey Office
Tennessee Department of Transportation
Suite 1300, James K. Polk Building
Nashville, TN 37243
TDOT.GNSSNetwork@state.tn.us
Telephone # (615) 741-0450
FAX # (615) 532-2799

The Procuring Party:

Procuring Party Contact Name & Title
Procuring Party Name
Address
Email Address
Telephone # Number
FAX # Number

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

E.3 Tennessee Department of Revenue Registration. The Procuring Party shall be registered with the Department of Revenue for the collection of Tennessee sales and use tax. This registration requirement is a material requirement of this Contract.

E.4. Debarment and Suspension. The Procuring Party 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 offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;

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 Procuring Party shall provide immediate written notice to the State if at any time it learns that there was an earlier failure to disclose information or that due to changed circumstances, its principals or the principals of its subcontractors are excluded or disqualified.

E.5. The State will make every effort available to keep the TDOT GNSS Reference Network up and running Monday through Friday from 8:00 AM to 4:30 PM (Central Time), excluding State Holidays. **There is no guarantee of the availability of the TDOT GNSS Reference Network during these listed monitoring times, or during any other times.**

E.6. The Procuring Party 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. The State will not be responsible for any user equipment or software required to access the TDOT GNSS Reference Network. **The State shall not be responsible for troubleshooting Procuring Party's equipment issues, regarding network connectivity.**

E.7. In preparation of this RTCM broadcast service, the State has endeavored to offer current, correct, and clearly expressed information. Nevertheless, errors may occur.

a. The State expressly disclaims any liability, of any kind, or for any reason, that might arise out of any use of the RTCM information broadcast provided by this service.

b. The State disclaims any responsibility for typographical errors or inaccuracies of the information provided or contained within the broadcast message.

c. The State makes no warranties or representations whatsoever regarding the quality, content, completeness, suitability, adequacy, sequence, accuracy, or timeliness of the information and data provided by this service.

d. The State makes no representations or warranties of any kind regarding this service that may serve as the basis for holding the State liable, under any circumstances, for any consequence of the use of this information contained in the RTCM broadcast message.

e. The State makes no representations or warranties regarding the condition or functionality of this broadcast service, its suitability for use, or that this broadcast service will be uninterrupted or error-free.

f. If misleading, inaccurate or otherwise inappropriate information is discovered, the State asks that it be brought to the State's attention so that efforts may be made to fix or remove it.

g. Connection to this network is not guaranteed, it is dependent upon a real time data stream through the State IT network. If a location goes off line, it may be the next business day before service is restored.

h. Reference in this document to any specific commercial products, process, or service by trade name, trademark, manufacturer, or otherwise, does not constitute or imply its endorsement, recommendation, or favoring by the State.

i. It is the sole responsibility of the Procuring Party to determine the quality, accuracy, and suitability of the service provided.

j. The Procuring Party shall agree not to disclose any information regarding TCP/IP addresses to any other entity without the express written consent of the State.

E.8. Use of TDOT GNSS Reference Network services is at the Procuring Party's sole risk. The State provides TDOT GNSS Reference Network services on an "as is" basis. By way of example and not of limitation, **there is no representation or warranty of the following**:

a. TDOT GNSS Reference Network services will be uninterrupted or error-free,

b. That the results obtained from using these services will be accurate, reliable, complete or current.

E.9. The State is not liable for any damages arising out of, or in connection with, TDOT GNSS Reference Network Services, including without limitation mistakes, omissions, interruptions, deletion of files, errors, defects, viruses, delays in operation or transmission or failures of the TDOT GNSS Reference Network. This is a comprehensive limitation of liability that applies to all damages of any kind, including compensatory, direct, indirect or consequential damages, loss of data, income or profit, loss of or damage to property and claims of third parties.

E.10. Notwithstanding any other Section of this Contract to the contrary, in the event that the Procuring Party or the State terminate this contract for any reason, the State may refund the portion of the fees paid by the Procuring Party for this unused balance of the contract term. The contract processing fee is not refundable.

IN WITNESS WHEREOF,

PROCURING PARTY LEGAL ENTITY NAME:

PROCURING PARTY SIGNATURE	**DATE**
PRINTED NAME AND TITLE OF PROCURING PARTY SIGNATORY (above)	

DEPARTMENT OF TRANSPORTATION:

JOHN C. SCHROER, COMMISSIONER	**DATE**
JOHN REINBOLD, GENERAL COUNSEL **APPROVED AS TO FORM AND LEGALITY**	**DATE**