STATE OF TENNESSEE
Department of Safety and Homeland Security

REQUEST FOR PROPOSALS # 34901-00273
AMENDMENT # 2
QUEUING AND VIRTUAL LINE MANAGEMENT SYSTEM

DATE: 9/9/15

RFP # 34901-00273 IS AMENDED AS FOLLOWS:

1. **This RFP Schedule of Events updates and confirms scheduled RFP dates.** Any event, time, or date containing revised or new text is highlighted.

EVENT	TIME (central time zone)	DATE
1. RFP Issued		8/3/2015
2. Disability Accommodation Request Deadline	2:00 p.m.	8/6/2015
3. Pre-response Conference	10. a.m.	8/17/2015
4. Notice of Intent to Respond Deadline	2:00 p.m.	8/18/2015
5. Written "Questions & Comments" Deadline	2:00 p.m.	8/25/2015
6. State Response to Written "Questions & Comments"		9/11/2015
7. Response Deadline	2:00 p.m.	9/21/2015
8. State Schedules Respondent Oral Presentation		9/23/2015
9. Respondent Oral Presentation		9/28/2015-9/29/2015
10. State Completion of Technical Response Evaluations	2:00 p.m.	10/7/2015
11. State Opening & Scoring of Cost Proposals	2:00 p.m.	10/8/2015
12. Negotiations		10/13/2015
13. State Notice of Intent to Award Released and RFP Files Opened for Public Inspection	2:00 p.m.	10/14/2015
14. End of Open File Period		10/26/2015
15. State sends contract to Contractor for signature		10/27/2015
16. Contractor Signature Deadline	2:00 p.m.	10/29/2015

2. **RFP Amendment Effective Date.** The revisions set forth herein shall be effective upon release. All other terms and conditions of this RFP not expressly amended herein shall remain in full force and effect.

STATE OF TENNESSEE
Department of Safety and Homeland Security

REQUEST FOR PROPOSALS # 34901-00273
AMENDMENT # 1
QUEUING AND VIRTUAL LINE MANAGEMENT SYSTEM

DATE: 9/4/15

RFP # 34901-00273 IS AMENDED AS FOLLOWS:

1. **This RFP Schedule of Events updates and confirms scheduled RFP dates.** Any event, time, or date containing revised or new text is highlighted.

EVENT	TIME (central time zone)	DATE
1. RFP Issued		8/3/2015
2. Disability Accommodation Request Deadline	2:00 p.m.	8/6/2015
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4. Notice of Intent to Respond Deadline	2:00 p.m.	8/18/2015
5. Written "Questions & Comments" Deadline	2:00 p.m.	8/25/2015
6. State Response to Written "Questions & Comments"		9/9/2015
7. Response Deadline	2:00 p.m.	9/17/2015
8. State Schedules Respondent Oral Presentation		9/21/2015
9. Respondent Oral Presentation		9/24/2015-9/25/2015
10. State Completion of Technical Response Evaluations	2:00 p.m.	10/5/2015
11. State Opening & Scoring of Cost Proposals	2:00 p.m.	10/6/2015
12. Negotiations		10/9/2015
13. State Notice of Intent to Award Released and RFP Files Opened for Public Inspection	2:00 p.m.	10/12/2015
14. End of Open File Period		10/22/2015
15. State sends contract to Contractor for signature		10/23/2015
16. Contractor Signature Deadline	2:00 p.m.	10/27/2015

2. **RFP Amendment Effective Date.** The revisions set forth herein shall be effective upon release. All other terms and conditions of this RFP not expressly amended herein shall remain in full force and effect.

STATE OF TENNESSEE
DEPARTMENT OF SAFETY AND HOMELAND SECURITY

REQUEST FOR PROPOSALS
FOR
QUEUING AND VIRTUAL LINE MANAGEMENT SYSTEM

RFP # 34901-00273

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1. INTRODUCTION

The State of Tennessee, Department of Safety and Homeland Security, hereinafter referred to as "the State," has issued this Request for Proposals (RFP) to define minimum contract requirements; solicit responses; detail response requirements; and, outline the State's process for evaluating responses and selecting a contractor to provide the needed goods or services.

Through this RFP, the State seeks to procure necessary goods or services at the most favorable, competitive prices and to give ALL qualified businesses, including those that are owned by minorities, women, Tennessee service-disabled veterans, and small business enterprises, an opportunity to do business with the state as contractors, subcontractors or suppliers.

1.1. Statement of Procurement Purpose

The State seeks to procure a Queuing and Virtual Line Management System ("Solution") including implementation, installation, configuration and on-going maintenance of the Solution. The Solution provides the capabilities and functionalities outlined in this RFP. It is the aim of the State to adopt improved technologies and processes, including virtual line management, which will improve efficiency and customer satisfaction levels.

1.2. Scope of Service, Contract Period, & Required Terms and Conditions

The RFP Attachment 6.6., *Pro Forma* Contract details the State's requirements:

- Scope of Services and Deliverables (Section A);
- Contract Period (Section B);
- Payment Terms (Section C);
- Standard Terms and Conditions (Section D); and,
- Special Terms and Conditions (Section E).

The *pro forma* contract substantially represents the contract document that the successful Respondent must sign.

1.3. Nondiscrimination

No person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of a Contract pursuant to this RFP 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, Tennessee state constitutional, or statutory law. The Contractor pursuant to this RFP shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

1.4. RFP Communications

1.4.1. The State has assigned the following RFP identification number that must be referenced in all communications regarding this RFP:

RFP # 34901-00273

1.4.2. **Unauthorized contact about this RFP with employees or officials of the State of Tennessee except as detailed below may result in disqualification from consideration under this procurement process.**

1.4.2.1. Prospective Respondents must direct communications concerning this RFP to the following person designated as the Solicitation Coordinator:

Daniel Leeson
Tennessee Department of Safety and Homeland Security
Tennessee Tower, 3rd Floor
312 Rosa Parks Ave.
Nashville, TN 37243
Telephone # 615.253.4009
FAX # 615.741.0684
Daniel.Leeson@tn.gov

1.4.2.2. Notwithstanding the foregoing, Prospective Respondents may alternatively contact:

a. staff of the Governor's Office of Diversity Business Enterprise for assistance available to minority-owned, woman-owned, Tennessee service-disabled veteran owned, and small businesses as well as general, public information relating to this RFP (visit www.tn.gov/businessopp/ for contact information); and

b. the following individual designated by the State to coordinate compliance with the nondiscrimination requirements of the State of Tennessee, Title VI of the Civil Rights Act of 1964, the Americans with Disabilities Act of 1990, and associated federal regulations:

Shannon Hall
Tennessee Department of Safety and Homeland Security
1158 Foster Avenue
Nashville, TN 37243
(615) 251-5170
Shannon.Hall@tn.gov

1.4.3. Only the State's official, written responses and communications with Respondents are binding with regard to this RFP. Oral communications between a State official and one or more Respondents are unofficial and non-binding.

1.4.4. Potential Respondents must ensure that the State receives all written questions and comments, including questions and requests for clarification, no later than the Written Questions &Comments Deadline detailed in the RFP Section 2, Schedule of Events.

1.4.5. Respondents must assume the risk of the method of dispatching any communication or response to the State. The State assumes no responsibility for delays or delivery failures resulting from the Respondent's method of dispatch. Actual or digital "postmarking" of a communication or response to the State by a specified deadline is not a substitute for the State's actual receipt of a communication or response.

1.4.6. The State will convey all official responses and communications related to this RFP to the prospective Respondents from whom the State has received a Notice of Intent to Respond (refer to RFP Section 1.9).

1.4.7. The State reserves the right to determine, at its sole discretion, the method of conveying official, written responses and communications related to this RFP. Such written communications may be transmitted by mail, hand-delivery, facsimile, electronic mail, Internet posting, or any other means deemed reasonable by the State. For internet posting, please refer to the following website: http://tn.gov/generalserv/cpo/sourcing_sub/rfp.shtml.

1.4.8. The State reserves the right to determine, at its sole discretion, the appropriateness and adequacy of responses to written comments, questions, and requests related to this RFP. The State's official, written responses will constitute an amendment of this RFP.

1.4.9. Any data or factual information provided by the State (in this RFP, an RFP amendment or any other communication relating to this RFP) is for informational purposes only. The State will make reasonable efforts to ensure the accuracy of such data or information; however it is the Respondent's obligation to independently verify any data or information provided by the State. The State expressly disclaims the accuracy or adequacy of any information or data that it provides to prospective Respondents.

All statistical or fiscal data or information provided by the State in conjunction with this RFP, whether by way of exhibits, amendments or modifications to this RFP, is provided by the State "as is." The State expressly disclaims any warranty as to the accuracy or the adequacy of any statistical or fiscal data that it provides to Respondents. A Respondent's reliance upon the accuracy or adequacy of such data shall not be the basis of relief from contract performance or recovery of actual, consequential or punitive damages from the State.

1.5. Assistance to Respondents with a Handicap or Disability

Prospective Respondents with a handicap or disability may receive accommodation relating to the communication of this RFP and participating in the RFP process. Prospective Respondents may contact the Solicitation Coordinator to request such reasonable accommodation no later than the Disability Accommodation Request Deadline detailed in the RFP Section 2, Schedule of Events.

1.6. Respondent Required Review & Waiver of Objections

1.6.1. Each prospective Respondent must carefully review this RFP, including but not limited to, attachments, the RFP Attachment 6.6., *Pro Forma* Contract, and any amendments, for questions, comments, defects, objections, or any other matter requiring clarification or correction (collectively called "questions and comments").

1.6.2. Any prospective Respondent having questions and comments concerning this RFP must provide them in writing to the State no later than the Written Questions &Comments Deadline detailed in the RFP Section 2, Schedule of Events.

1.6.3. Protests based on any objection to the RFP shall be considered waived and invalid if the objection has not been brought to the attention of the State, in writing, by the Written Questions & Comments Deadline.

1.7. Pre-Response Conference

A Pre-response Conference will be held at the time and date detailed in the RFP Section 2, Schedule of Events. Pre-response Conference attendance is not mandatory, and prospective Respondents may be limited to a maximum number of attendees depending upon overall attendance and space limitations.

The conference will be held at:

Driver License Services
South Conference Room
1158 Foster Avenue
Nashville, TN 37210

The purpose of the conference is to discuss the RFP scope of goods or services. The State will entertain questions, however prospective Respondents must understand that the State's oral response to any question at the Pre-response Conference shall be unofficial and non-binding. Prospective Respondents must submit all questions, comments, or other concerns regarding the RFP in writing prior to the Written Questions & Comments Deadline date detailed in the RFP Section 2, Schedule of Events. The State will send the official response to these questions and comments to prospective Respondents from whom the State has received a Notice of Intent to respond as indicated in RFP Section 1.9 and on the date detailed in the RFP Section 2, Schedule of Events.

1.8. Notice of Intent to Respond

Before the Notice of Intent to Respond Deadline detailed in the RFP Section 2, Schedule of Events, prospective Respondents should submit to the Solicitation Coordinator a Notice of Intent to Respond (in the form of a simple e-mail or other written communication). Such notice should include the following information:

- the business or individual's name (as appropriate)
- a contact person's name and title
- the contact person's mailing address, telephone number, facsimile number, and e-mail address

A Notice of Intent to respond creates no obligation and is not a prerequisite for submitting a response; however, it is necessary to ensure receipt of any RFP amendments or other notices and communications relating to this RFP.

1.9. Response Deadline

A Respondent must ensure that the State receives a response no later than the response Deadline time and date detailed in the RFP Section 2, Schedule of Events. A response must respond, as required, to this RFP (including its attachments) as may be amended. The State will not accept late responses, and a Respondent's failure to submit a response before the deadline will result in disqualification of the response. It is the responsibility of the Respondent to ascertain any additional security requirements with respect to packaging and delivery to the State of Tennessee. Respondents should be mindful of any potential delays due to security screening procedures, weather, or other filing delays whether foreseeable or unforeseeable.

2. RFP SCHEDULE OF EVENTS

2.1. The following RFP Schedule of Events represents the State's best estimate for this RFP.

EVENT	TIME (central time zone)	DATE
1. RFP Issued		8/3/2015
2. Disability Accommodation Request Deadline	2:00 p.m.	8/6/2015
3. Pre-response Conference	10:00 a.m.	8/17/2015
4. Notice of Intent to Respond Deadline	2:00 p.m.	8/18/2015
5. Written "Questions & Comments" Deadline	2:00 p.m.	8/25/2015
6. State Response to Written "Questions & Comments"		9/8/2015
7. Response Deadline	2:00 p.m.	9/16/2015
8. State Schedules Respondent Oral Presentation		9/18/2015
9. Respondent Oral Presentation	8 a.m. - 4:30 p.m.	9/23/2015-9/24/2015
10. State Completion of Technical Response Evaluations		10/2/2015
11. State Opening & Scoring of Cost Proposals	2:00 p.m.	10/5/2015
12. Negotiations	4:30 p.m.	10/8/2015
13.State Notice of Intent to Award Released and RFP Files Opened for Public Inspection	2:00 p.m.	10/9/2015
14. End of Open File Period		10/21/2015
15. State sends contract to Contractor for signature		10/22/2015
16. Contractor Signature Deadline	2:00 p.m.	10/26/2015

2.2. **The State reserves the right, at its sole discretion, to adjust the RFP Schedule of Events as it deems necessary.** Any adjustment of the Schedule of Events shall constitute an RFP amendment, and the State will communicate such to prospective Respondents from whom the State has received a Notice of Intent to Respond (refer to section 1.9).

3. RESPONSE REQUIREMENTS

3.1. Response Form

A response to this RFP must consist of two parts, a Technical Response and a Cost Proposal.

3.1.1. **Technical Response**. RFP Attachment 6.2., Technical Response & Evaluation Guide provides the specific requirements for submitting a response. This guide includes mandatory requirement items, general qualifications and experience items, and technical qualifications, experience, and approach items all of which must be addressed with a written response and, in some instances, additional documentation.

NOTICE: A technical response must not include any pricing or cost information. If any pricing or cost information amounts of any type (even pricing relating to other projects) are included in any part of the technical response, the state may deem the response to be non-responsive and reject it.

3.1.1.1. A Respondent must use the RFP Attachment 6.2., Technical Response & Evaluation Guide to organize, reference, and draft the Technical Response by duplicating the attachment, adding appropriate page numbers as required, and using the guide as a table of contents covering the Technical Response.

3.1.1.2. A response should be economically prepared, with emphasis on completeness and clarity. A response, as well as any reference material presented, must be written in English and must be written on standard 8 ½" x 11" pages (although oversize exhibits are permissible) and use a 12 point font for text. All response pages must be numbered.

3.1.1.3. All information and documentation included in a Technical Response should respond to or address a specific requirement detailed in the RFP Attachment 6.2., Technical Response & Evaluation Guide. All information must be incorporated into a response to a specific requirement and clearly referenced. Any information not meeting these criteria will be deemed extraneous and will not contribute to evaluations.

3.1.1.4. The State may determine a response to be non-responsive and reject it if:

a. the Respondent fails to organize and properly reference the Technical Response as required by this RFP and the RFP Attachment 6.2., Technical Response & Evaluation Guide; or

b. the Technical Response document does not appropriately respond to, address, or meet all of the requirements and response items detailed in the RFP Attachment 6.2., Technical Response & Evaluation Guide.

3.1.2. **Cost Proposal**. A Cost Proposal must be recorded on an exact duplicate of the RFP Attachment 6.3., Cost Proposal & Scoring Guide.

NOTICE: If a Respondent fails to submit a cost proposal exactly as required, the State may deem the response to be non-responsive and reject it.

3.1.2.1. A Respondent must only record the proposed cost exactly as required by the RFP Attachment 6.3., Cost Proposal & Scoring Guide and must NOT record any other rates, amounts, or information.

3.1.2.2. The proposed cost shall incorporate ALL costs for services under the contract for the total contract period, including any renewals or extensions.

3.1.2.3. A Respondent must sign and date the Cost Proposal.

3.1.2.4. A Respondent must submit the Cost Proposal to the State in a sealed package separate from the Technical Response (as detailed in RFP Sections 3.2.3., *et seq.*).

3.2. Response Delivery

3.2.1. A Respondent must ensure that both the original Technical Response and Cost Proposal documents meet all form and content requirements, including all required signatures, as detailed within this RFP.

3.2.2. A Respondent must submit original Technical Response and Cost Proposal documents and copies as specified below.

3.2.2.1. One (1) original Technical Response paper document labeled:

"RFP # 34901-00273TECHNICAL RESPONSE ORIGINAL"

and six(6) digital copies of the Technical Response each in the form of one (1) digital document in "PDF" format properly recorded on its own otherwise blank, standard CD-R recordable disc or USB flash drive labeled:

"RFP # 34901-00273TECHNICAL RESPONSE COPY"

The digital copies should not include copies of sealed customer references, however any other discrepancy between the paper Technical Response document and any digital copies may result in the State rejecting the proposal as non-responsive.

3.2.2.2. One (1) original Cost Proposal paper document labeled:

"RFP # 34901-00273COST PROPOSAL ORIGINAL"

and one (1) copy in the form of a digital document in "PDF/XLS" format properly recorded on separate, blank, standard CD-R recordable disc or USB flash drive labeled:

"RFP # 34901-00273COST PROPOSAL COPY"

In the event of a discrepancy between the original Cost Proposal document and the digital copy, the original, signed document will take precedence.

3.2.3. A Respondent must separate, seal, package, and label the documents and copies for delivery as follows:

3.2.3.1. The Technical Response original document and digital copies must be placed in a sealed package that is clearly labeled:

"DO NOT OPEN… RFP # 34901-00273TECHNICAL RESPONSE FROM [RESPONDENT LEGAL ENTITY NAME]"

3.2.3.2. The Cost Proposal original document and digital copy must be placed in a separate, sealed package that is clearly labeled:

"DO NOT OPEN… RFP # 34901-00273COST PROPOSAL FROM [RESPONDENT LEGAL ENTITY NAME]"

3.2.3.3. The separately, sealed Technical Response and Cost Proposal components may be enclosed in a larger package for mailing or delivery, provided that the outermost package is clearly labeled:

"RFP # 34901-00273 SEALED TECHNICAL RESPONSE& SEALED COST PROPOSAL FROM [RESPONDENT LEGAL ENTITY NAME]"

3.2.4. A Respondent must ensure that the State receives a response no later than the Response Deadline time and date detailed in the RFP Section 2, Schedule of Events at the following address:

Daniel Leeson
Tennessee Department of Safety and Homeland Security
Tennessee Tower, 3rd Floor
312 Rosa Parks Ave.
Nashville, TN 37243
Telephone # 615.253.4009
FAX # 615.741.0684

3.3. Response & Respondent Prohibitions

3.3.1. A response must not include alternate contract terms and conditions. If a response contains such terms and conditions, the State, at its sole discretion, may determine the response to be a non-responsive counteroffer and reject it.

3.3.2. A response must not restrict the rights of the State or otherwise qualify either the offer to deliver goods or provide services as required by this RFP or the Cost Proposal. If a response restricts the rights of the State or otherwise qualifies either the offer to deliver goods or provide services as required by this RFP or the Cost Proposal, the State, at its sole discretion, may determine the response to be a non-responsive counteroffer and reject it.

3.3.3. A response must not propose alternative goods or services (*i.e.*, offer services different from those requested and required by this RFP) unless expressly requested in this RFP. The State may consider a response of alternative goods or services to be non-responsive and reject it.

3.3.4. A Cost Proposal must be prepared and arrived at independently and must not involve any collusion between Respondents. The State will reject any Cost Proposal that involves collusion, consultation, communication, or agreement between Respondents. Regardless of the time of detection, the State will consider any such actions to be grounds for response rejection or contract termination.

3.3.5. A Respondent must not provide, for consideration in this RFP process or subsequent contract negotiation, any information that the Respondent knew or should have known was materially incorrect. If the State determines that a Respondent has provided such incorrect information, the State will deem the Response non-responsive and reject it.

3.3.6. A Respondent must not submit more than one Technical Response and one Cost Proposal in response to this RFP, except as expressly requested by the State in this RFP. If a Respondent submits more than one Technical Response or more than one Cost Proposal, the State will deem all of the responses non-responsive and reject them.

3.3.7. A Respondent must not submit a response as a prime contractor while also permitting one or more other Respondents to offer the Respondent as a subcontractor in their own responses.

Such may result in the disqualification of all Respondents knowingly involved. This restriction does not, however, prohibit different Respondents from offering the same subcontractor as a part of their responses (provided that the subcontractor does not also submit a response as a prime contractor).

3.3.8. The State shall not consider a response from an individual who is, or within the past six (6) months has been, a State employee. For purposes of this RFP:

3.3.8.1. An individual shall be deemed a State employee until such time as all compensation for salary, termination pay, and annual leave has been paid;

3.3.8.2. A contract with or a response from a company, corporation, or any other contracting entity in which a controlling interest is held by any State employee shall be considered to be a contract with or proposal from the employee; and

3.3.8.3. A contract with or a response from a company, corporation, or any other contracting entity that employs an individual who is, or within the past six (6) months has been, a State employee shall not be considered a contract with or a proposal from the employee and shall not constitute a prohibited conflict of interest.

3.4. Response Errors & Revisions

A Respondent is responsible for any and all response errors or omissions. A Respondent will not be allowed to alter or revise response documents after the Response Deadline time and date detailed in the RFP Section 2, Schedule of Events unless such is formally requested, in writing, by the State.

3.5. Response Withdrawal

A Respondent may withdraw a submitted response at any time before the Response Deadline time and date detailed in the RFP Section 2, Schedule of Events by submitting a written request signed by an authorized Respondent representative. After withdrawing a response, a Respondent may submit another response at any time before the Response Deadline. After the Response Deadline, a Respondent may only withdraw all or a portion of a response where the enforcement of the response would impose an unconscionable hardship on the Respondent.

3.6. Additional Services

If a response offers goods or services in addition to those required by and described in this RFP, the State, at its sole discretion, may add such services to the contract awarded as a result of this RFP. Notwithstanding the foregoing, a Respondent must not propose any additional cost amounts or rates for additional goods or services. Regardless of any additional services offered in a response, the Respondent's Cost Proposal must only record the proposed cost as required in this RFP and must not record any other rates, amounts, or information.

NOTICE: If a Respondent fails to submit a Cost Proposal exactly as required, the State may deem the response non-responsive and reject it.

3.7. Response Preparation Costs

The State will <u>not</u> pay any costs associated with the preparation, submittal, or presentation of any response.

4. GENERAL CONTRACTING INFORMATION & REQUIREMENTS

4.1. RFP Amendment

The State at its sole discretion may amend this RFP, in writing, at any time prior to contract award. However, prior to any such amendment, the State will consider whether it would negatively impact the ability of potential Respondents to meet the response deadline and revise the RFP Schedule of Events if deemed appropriate. If an RFP amendment is issued, the State will convey it to potential Respondents who submitted a Notice of Intent to respond (refer to RFP Section 1.9). A response must address the final RFP (including its attachments) as amended.

4.2. RFP Cancellation

The State reserves the right, at its sole discretion, to cancel the RFP or to cancel and reissue this RFP in accordance with applicable laws and regulations.

4.3. State Right of Rejection

4.3.1. Subject to applicable laws and regulations, the State reserves the right to reject, at its sole discretion, any and all responses.

4.3.2. The State may deem as non-responsive and reject any response that does not comply with all terms, conditions, and performance requirements of this RFP. Notwithstanding the foregoing, the State reserves the right to waive, at its sole discretion, minor variances from full compliance with this RFP. If the State waives variances in a response, such waiver shall not modify the RFP requirements or excuse the Respondent from full compliance, and the State may hold any resulting Contractor to strict compliance with this RFP.

4.4. Assignment & Subcontracting

4.4.1. The Contractor may not subcontract, transfer, or assign any portion of the Contract awarded as a result of this RFP without prior approval of the State. The State reserves the right to refuse approval, at its sole discretion, of any subcontract, transfer, or assignment.

4.4.2. If a Respondent intends to use subcontractors, the response to this RFP must specifically identify the scope and portions of the work each subcontractor will perform (refer to RFP Attachment 6.2., Section B, General Qualifications & Experience Item B.14.).

4.4.3. Subcontractors identified within a response to this RFP will be deemed as approved by the State unless the State expressly disapproves one or more of the proposed subcontractors prior to signing the Contract.

4.4.4. After contract award, a Contractor may only substitute an approved subcontractor at the discretion of the State and with the State's prior, written approval.

4.4.5. Notwithstanding any State approval relating to subcontracts, the Respondent who is awarded a contract pursuant to this RFP will be the prime contractor and will be responsible for all work under the Contract.

4.5. Right to Refuse Personnel or Subcontractors

The State reserves the right to refuse, at its sole discretion and notwithstanding any prior approval, any personnel of the prime contractor or a subcontractor providing goods or services in the performance of a contract resulting from this RFP. The State will document in writing the reason(s) for any rejection of personnel.

4.6. Insurance

From time-to-time, the State may require the awarded Contractor to provide a Certificate of Insurance issued by an insurance company licensed or authorized to provide insurance in the State of Tennessee. Each Certificate of Insurance shall indicate current insurance coverages meeting minimum requirements as may be specified by this RFP. A failure to provide a current, Certificate of Insurance will be considered a material breach and grounds for contract termination.

4.7. Professional Licensure and Department of Revenue Registration

4.7.1. All persons, agencies, firms, or other entities that provide legal or financial opinions, which a Respondent provides for consideration and evaluation by the State as a part of a response to this RFP, shall be properly licensed to render such opinions.

4.7.2. Before the Contract resulting from this RFP is signed, the apparent successful Respondent (and Respondent employees and subcontractors, as applicable) must hold all necessary or appropriate business or professional licenses to provide the goods or services as required by the contract. The State may require any Respondent to submit evidence of proper licensure.

4.7.3. Before the Contract resulting from this RFP is signed, the apparent successful Respondent must be registered with the Tennessee Department of Revenue for the collection of Tennessee sales and use tax. The State shall not award a contract unless the Respondent provides proof of such registration or provides documentation from the Department of Revenue that the Contractor is exempt from this registration requirement. The foregoing is a mandatory requirement of an award of a contract pursuant to this solicitation. For purposes of this registration requirement, the Department of Revenue may be contacted at: TN.Revenue@tn.gov.

4.8. Disclosure of Response Contents

4.8.1. All materials submitted to the State in response to this RFP shall become the property of the State of Tennessee. Selection or rejection of a response does not affect this right. By submitting a response, a Respondent acknowledges and accepts that the full response contents and associated documents will become open to public inspection in accordance with the laws of the State of Tennessee.

4.8.2. The State will hold all response information, including both technical and cost information, in confidence during the evaluation process. Notwithstanding the foregoing, a list of actual Respondents submitting timely responses may be available to the public, upon request, after technical responses are opened.

4.8.3. Upon completion of response evaluations, indicated by public release of a Notice of Intent to Award, the responses and associated materials will be open for review by the public in accordance with *Tennessee Code Annotated*, Section 10-7-504(a)(7).

4.9. Contract Approval and Contract Payments

4.9.1. After contract award, the Contractor who is awarded the contract must submit appropriate documentation with the Department of Finance and Administration, Division of Accounts.

4.9.2. This RFP and its contractor selection processes do not obligate the State and do not create rights, interests, or claims of entitlement in either the Respondent with the apparent best-evaluated response or any other Respondent. State obligations pursuant to a contract award shall commence only after the contract is signed by the State agency head and the Contractor and after the Contract is approved by all other state officials as required by applicable laws and regulations.

4.9.3. No payment will be obligated or made until the relevant Contract is approved as required by applicable statutes and rules of the State of Tennessee.

4.9.3.1. The State shall not be liable for payment of any type associated with the Contract resulting from this RFP (or any amendment thereof) or responsible for any goods delivered or services rendered by the Contractor, even goods delivered or services rendered in good faith and even if the Contractor is orally directed to proceed with the delivery of goods or the rendering of services, if it occurs before the Contract start date or after the Contract end date.

4.9.3.2. All payments relating to this procurement will be made in accordance with the Payment Terms and Conditions of the Contract resulting from this RFP (refer to RFP Attachment 6.6., *Pro Forma* Contract, Section C).

4.9.3.3. If any provision of the Contract provides direct funding or reimbursement for the competitive purchase of goods or services as a component of contract performance or otherwise provides for the reimbursement of specified, actual costs, the State will employ all reasonable means and will require all such documentation that it deems necessary to ensure that such purchases were competitive and costs were reasonable, necessary, and actual. The Contractor shall provide reasonable assistance and access related to such review. Further, the State shall not remit, as funding or reimbursement pursuant to such provisions, any amounts that it determines do not represent reasonable, necessary, and actual costs.

4.10. **Contractor Performance**

The Contractor who is awarded a contract will be responsible for the delivery of all acceptable goods or the satisfactory completion of all services set out in this RFP (including attachments) as may be amended. All goods or services are subject to inspection and evaluation by the State. The State will employ all reasonable means to ensure that goods delivered or services rendered are in compliance with the Contract, and the Contractor must cooperate with such efforts.

4.11. **Contract Amendment**

After contract award, the State may request the Contractor to deliver additional goods or perform additional services within the general scope of the contract and this RFP, but beyond the specified scope of service, and for which the Contractor may be compensated. In such instances, the State will provide the Contractor a written description of the additional goods or services. The Contractor must respond to the State with a time schedule for delivering the additional goods or accomplishing the additional services based on the compensable units included in the Contractor's response to this RFP. If the State and the Contractor reach an agreement regarding the goods or services and associated compensation, such agreement must be effected by means of a contract amendment. Further, any such amendment requiring additional goods or services must be signed by both the State agency head and the Contractor and must be approved by other state officials as required by applicable statutes, rules, policies and procedures of the State of Tennessee. The Contractor must not provide additional goods or render additional services until the State has issued a written contract amendment with all required approvals.

Notwithstanding the above, *pro forma* Contract section A.26 provides for limited service "change orders" without a formal Contract Amendment upon the documented mutual agreement by the Parties.

4.12. **Severability**

If any provision of this RFP is declared by a court to be illegal or in conflict with any law, said decision will not affect the validity of the remaining RFP terms and provisions, and the rights and obligations of the State and Respondents will be construed and enforced as if the RFP did not contain the particular provision held to be invalid.

4.13. **Next Ranked Respondent**

The State reserves the right to initiate negotiations with the next ranked Respondent should the State cease doing business with any Respondent selected via this RFP process.

5. EVALUATION & CONTRACT AWARD

5.1. Evaluation Categories & Maximum Points

The State will consider qualifications, experience, technical approach, and cost in the evaluation of responses and award points in each of the categories detailed below (up to the maximum evaluation points indicated) to each response deemed by the State to be responsive.

EVALUATION CATEGORY	MAXIMUM POINTS POSSIBLE
General Qualifications & Experience (refer to RFP Attachment 6.2., Section B)	**25**
Technical Qualifications, Experience & Approach (refer to RFP Attachment 6.2., Section C)	**35**
Oral Presentation (refer to RFP Attachment 6.2., Section D)	**10**
Cost Proposal (refer to RFP Attachment 6.3.)	**30**

5.2. Evaluation Process

The evaluation process is designed to award the contract resulting from this RFP not necessarily to the Respondent offering the lowest cost, but rather to the Respondent deemed by the State to be responsive and responsible who offers the best combination of attributes based upon the evaluation criteria. ("Responsive Respondent" is defined as a Respondent that has submitted a response that conforms in all material respects to the RFP. "Responsible Respondent" is defined as a Respondent that has the capacity in all respects to perform fully the contract requirements, and the integrity and reliability which will assure good faith performance.)

5.2.1. **Technical Response Evaluation.** The Solicitation Coordinator and the Proposal Evaluation Team (consisting of three (3) or more State employees) will use the RFP Attachment 6.2., Technical Response & Evaluation Guide to manage the Technical Response Evaluation and maintain evaluation records.

5.2.1.1. The State reserves the right, at its sole discretion, to request Respondent clarification of a Technical Response or to conduct clarification discussions with any or all Respondents. Any such clarification or discussion will be limited to specific sections of the response identified by the State. The subject Respondent must put any resulting clarification in writing as may be required and in accordance with any deadline imposed by the State.

5.2.1.2. The Solicitation Coordinator will review each Technical Response to determine compliance with RFP Attachment 6.2., Technical Response & Evaluation Guide, Section A— Mandatory Requirements. If the Solicitation Coordinator determines that a response failed to meet one or more of the mandatory requirements, the Proposal Evaluation Team will review the response and document the team's determination of whether:

a. the response adequately meets RFP requirements for further evaluation;

b. the State will request clarifications or corrections for consideration prior to further evaluation; or,

c. the State will determine the response to be non-responsive to the RFP and reject it.

5.2.1.3. Proposal Evaluation Team members will independently evaluate each Technical Response (that is responsive to the RFP) against the evaluation criteria in this RFP, and will score each in accordance with the RFP Attachment 6.2., Technical Response & Evaluation Guide.

5.2.1.4. For each response evaluated, the Solicitation Coordinator will calculate the average of the Proposal Evaluation Team member scores for RFP Attachment 6.2., Technical Response & Evaluation Guide, and record each average as the response score for the respective Technical Response section.

5.2.1.5. The Solicitation Coordinator will invite each apparently responsive and responsible Respondent to make an oral presentation.

5.2.1.5.1. The oral presentations are mandatory. The Solicitation Coordinator will schedule Respondent presentations during the period indicated by the RFP Section 2, Schedule of Events. The Solicitation Coordinator will make every effort to accommodate each Respondent's schedules. When the Respondent presentation schedule has been determined, the Solicitation Coordinator will contact Respondents with the relevant information as indicated by RFP Section 2, Schedule of Events.

5.2.1.5.2. Respondent presentations are only open to the invited Respondent, Proposal Evaluation Team members, the Solicitation Coordinator, and any technical consultants who are selected by the State to provide assistance to the Proposal Evaluation Team.

5.2.1.5.3. Oral presentations provide an opportunity for Respondents to explain and clarify their responses. Respondents must not materially alter their responses and presentations will be limited to addressing the items detailed in RFP Attachment 6.2., Technical Response & Evaluation Guide. Respondent pricing shall not be discussed during oral presentations.

5.2.1.5.4. The State will maintain an accurate record of each Respondent's oral presentation session. The record of the Respondent's oral presentation shall be available for review when the State opens the procurement files for public inspection.

5.2.1.5.5. Proposal Evaluation Team members will independently evaluate each oral presentation in accordance with the RFP Attachment 6.2., Technical Response & Evaluation Guide, Section D.

5.2.1.5.6. The Solicitation Coordinator will calculate and document the average of the Proposal Evaluation Team member scores for RFP Attachment 6.2., Technical Response & Evaluation Guide, Section D, and record that number as the score for Respondent's Technical Response section.

5.2.1.6. Before Cost Proposals are opened, the Proposal Evaluation Team will review the Technical Response Evaluation record and any other available information pertinent to whether or not each Respondent is responsive and responsible. If the Proposal Evaluation Team identifies any Respondent that does <u>not</u> to meet the responsive and responsible thresholds such that the team would <u>not</u> recommend the Respondent for Cost Proposal Evaluation and potential contract award, the team members will fully document the determination.

5.2.2. **Cost Proposal Evaluation.** The Solicitation Coordinator will open for evaluation the Cost Proposal of each Respondent deemed by the State to be responsive and responsible and calculate and record each Cost Proposal score in accordance with the RFP Attachment 6.3., Cost Proposal & Scoring Guide.

5.2.3. **Clarifications and Negotiations**: The State reserves the right to award a contract on the basis of initial responses received, therefore, each response shall contain the Respondent's best terms and conditions from a technical and cost standpoint. The State reserves the right to conduct clarifications or negotiations with one or more Respondents. All communications, clarifications, and negotiations shall be conducted in a manner that supports fairness in response improvement.

5.2.3.1. **Clarifications**: The State may identify areas of a response that may require further clarification or areas in which it is apparent that there may have been miscommunications or misunderstandings as to the State's specifications or requirements. The State may seek to clarify those issues identified during one or multiple clarification rounds. Each clarification sought by the State may be unique to an individual Respondent, provided that the process is conducted in a manner that supports fairness in response improvement.

5.2.3.2. **Negotiations**: The State may elect to negotiate with one or more Respondents by requesting revised responses, negotiating costs, or finalizing contract terms and conditions. The State reserves the right to conduct multiple negotiation rounds or no negotiations at all.

5.2.3.3. **Cost Negotiations**: All Respondents, selected for negotiation by the State, will be given equivalent information with respect to cost negotiations. All cost negotiations will be documented for the procurement file. Additionally, the State may conduct target pricing and other goods or services level negotiations. Target pricing may be based on considerations such as current pricing, market considerations, benchmarks, budget availability, or other methods that do not reveal individual Respondent pricing. During target price negotiations, Respondents are not obligated to reduce their pricing to target prices, but no Respondent is allowed to increase prices.

5.2.3.4. If the State determines that it is unable to successfully negotiate a contract with the apparent best evaluated Respondent, the State reserves the right to bypass the apparent best evaluated Respondent and enter into contract negotiations with the next apparent best evaluated Respondent.

5.2.4. **Total Response Score.** The Solicitation Coordinator will calculate the sum of the Technical Response section scores and the Cost Proposal score and record the resulting number as the total score for the subject Response (refer to RFP Attachment 6.5., Score Summary Matrix).

5.3. Contract Award Process

5.3.1 The Solicitation Coordinator will submit the Proposal Evaluation Team determinations and scores to the head of the procuring agency for consideration along with any other relevant information that might be available and pertinent to contract award.

5.3.2. The procuring agency head will determine the apparent best-evaluated Response. To effect a contract award to a Respondent other than the one receiving the highest evaluation process score, the head of the procuring agency must provide written justification and obtain the written approval of the Chief Procurement Officer and the Comptroller of the Treasury.

5.3.3. The State will issue a Notice of Intent to Award identifying the apparent best-evaluated response and make the RFP files available for public inspection at the time and date specified in the RFP Section 2, Schedule of Events.

NOTICE: The Notice of Intent to Award shall not create rights, interests, or claims of entitlement in either the apparent best-evaluated Respondent or any other Respondent.

5.3.4. The Respondent identified as offering the apparent best-evaluated response must sign a contract drawn by the State pursuant to this RFP. The contract shall be substantially the same as the RFP Attachment 6.6., *Pro Forma* Contract. The Respondent must sign the contract by the Contractor Signature Deadline detailed in the RFP Section 2, Schedule of Events. If the Respondent fails to provide the signed contract by this deadline, the State may determine that the Respondent is non-responsive to this RFP and reject the response.

5.3.5. Notwithstanding the foregoing, the State may, at its sole discretion, entertain limited negotiation prior to contract signing and, as a result, revise the *pro forma* contract terms and conditions or performance requirements in the State's best interests, PROVIDED THAT such revision of terms and conditions or performance requirements shall NOT materially affect the basis of response evaluations or negatively impact the competitive nature of the RFP and contractor selection process.

5.3.6. If the State determines that a response is non-responsive and rejects it after opening Cost Proposals, the Solicitation Coordinator will re-calculate scores for each remaining responsive Cost Proposal to determine (or re-determine) the apparent best-evaluated response.

RFP ATTACHMENT 6.1.

RFP # 34901-00273STATEMENT OF CERTIFICATIONS AND ASSURANCES

The Respondent must sign and complete the Statement of Certifications and Assurances below as required, and it must be included in the Technical Response (as required by RFP Attachment 6.2., Technical Response & Evaluation Guide, Section A, Item A.1.).

The Respondent does, hereby, expressly affirm, declare, confirm, certify, and assure ALL of the following:

1. The Respondent will comply with all of the provisions and requirements of the RFP.
2. The Respondent will provide all services as defined in the Scope of Services of the RFP Attachment 6.6., *Pro Forma* Contract for the total contract period.
3. The Respondent, except as otherwise provided in this RFP, accepts and agrees to all terms and conditions set out in the RFP Attachment 6.6., *Pro Forma* Contract.
4. The Respondent acknowledges and agrees that a contract resulting from the RFP shall incorporate, by reference, all proposal responses as a part of the contract.
5. The Respondent will comply with:
   (a) the laws of the State of Tennessee;
   (b) Title VI of the federal Civil Rights Act of 1964;
   (c) Title IX of the federal Education Amendments Act of 1972;
   (d) the Equal Employment Opportunity Act and the regulations issued there under by the federal government; and,
   (e) the Americans with Disabilities Act of 1990 and the regulations issued there under by the federal government.
6. To the knowledge of the undersigned, the information detailed within the response submitted to this RFP is accurate.
7. The response submitted to this RFP was independently prepared, without collusion, under penalty of perjury.
8. 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 Respondent in connection with this RFP or any resulting contract.
9. Both the Technical Response and the Cost Proposal submitted in response to this RFP shall remain valid for at least 120 days subsequent to the date of the Cost Proposal opening and thereafter in accordance with any contract pursuant to the RFP.

By signing this Statement of Certifications and Assurances, below, the signatory also certifies legal authority to bind the proposing entity to the provisions of this RFP and any contract awarded pursuant to it. If the signatory is not the Respondent (if an individual) or the Respondent's company *President* or *Chief Executive Officer*, this document must attach evidence showing the individual's authority to bind the Respondent.

DO NOT SIGN THIS DOCUMENT IF YOU ARE NOT LEGALLY AUTHORIZED TO BIND THE RESPONDENT

SIGNATURE: _____

PRINTED NAME & TITLE: _____

DATE: _____

RESPONDENT LEGAL ENTITY NAME: _____

RESPONDENT FEDERAL EMPLOYER IDENTIFICATION NUMBER (or SSN): _____

TECHNICAL RESPONSE& EVALUATION GUIDE

SECTION A: MANDATORY REQUIREMENTS. The Respondent must address all items detailed below and provide, in sequence, the information and documentation as required (referenced with the associated item references). The Respondent must also detail the response page number for each item in the appropriate space below.

The Solicitation Coordinator will review the response to determine if the Mandatory Requirement Items are addressed as required and mark each with pass or fail. For each item that is not addressed as required, the Proposal Evaluation Team must review the response and attach a written determination. In addition to the Mandatory Requirement Items, the Solicitation Coordinator will review each response for compliance with all RFP requirements.

RESPONDENT LEGAL ENTITY NAME:			
Response Page # (Respondent completes)	**Item Ref.**	**Section A— Mandatory Requirement Items**	**Pass/Fail**
		The Response must be delivered to the State no later than the Response Deadline specified in the RFP Section 2, Schedule of Events.	
		The Technical Response and the Cost Proposal documentation must be packaged separately as required (refer to RFP Section 3.2., *et. seq.*).	
		The Technical Response must NOT contain cost or pricing information of any type.	
		The Technical Response must NOT contain any restrictions of the rights of the State or other qualification of the response.	
		A Respondent must NOT submit alternate responses (refer to RFP Section 3.3.).	
		A Respondent must NOT submit multiple responses in different forms (as a prime and a sub-contractor) (refer to RFP Section 3.3.).	
	A.1.	Provide the Statement of Certifications and Assurances (RFP Attachment 6.1.) completed and signed by an individual empowered to bind the Respondent to the provisions of this RFP and any resulting contract. The document must be signed without exception or qualification.	
	A.2.	Provide a statement, based upon reasonable inquiry, of whether the Respondent or any individual who shall cause to deliver goods or perform services under the contract has a possible conflict of interest (*e.g.*, employment by the State of Tennessee) and, if so, the nature of that conflict. NOTE: Any questions of conflict of interest shall be solely within the discretion of the State, and the State reserves the right to cancel any award.	
	A.3.	Provide a current bank reference indicating that the Respondent's business relationship with the financial institution is in positive standing. Such reference must be written in the form of a standard business letter, signed, and dated within the past three (3) months.	
	A.4.	Provide two current positive credit references from contractors with which the Respondent has done business written in the form of standard business letters, signed, and dated within the past three (3) months.	
	A.5.	Provide an official document or letter from an accredited credit bureau, verified and dated within the last three (3) months and indicating a satisfactory credit rating for the Respondent (NOTE: A credit bureau report	

RESPONDENT LEGAL ENTITY NAME:			
Response Page # (Respondent completes)	**Item Ref.**	**Section A— Mandatory Requirement Items**	**Pass/Fail**
		number without the full report is insufficient and will not be considered responsive.)	
	A.6	Provide a valid, Certificate of Insurance that is verified and dated within the last six (6) months and which details all of the following: (a) Name of the Insurance Company (b) Respondent's Name and Address as the Insured (c) Policy Number (d) The following minimum insurance coverages: (i) Workers' Compensation/ Employers' Liability (including all states coverage) with a limit not less than the relevant statutory amount or one million dollars ($1,000,000) per occurrence for employers' liability; (ii) Comprehensive Commercial General Liability (including personal injury and property damage, premises/operations, independent contractor, contractual liability and completed operations/products) with a bodily injury/property damage combined single limit not less than one million dollars($1,000,000) per occurrence and two million dollars($2,000,000) aggregate; (iii) Automobile Coverage (including owned, leased, hired, and non-owned vehicles) with a bodily injury/property damage combined single limit not less than one million dollars ($1,000,000) per occurrence; and (iv) Professional Malpractice Liability with a limit of not less than one million dollars($1,000,000)per claim. (e) The following information applicable to each type of insurance coverage: (i) Coverage Description, (ii) Exceptions and Exclusions, (iii) Policy Effective Date, (iv) Policy Expiration Date, and (v) Limit(s) of Liability.	
State Use – Solicitation Coordinator Signature, Printed Name & Date:			

TECHNICAL RESPONSE & EVALUATION GUIDE

SECTION B: GENERAL QUALIFICATIONS & EXPERIENCE. The Respondent must address all items detailed below and provide, in sequence, the information and documentation as required (referenced with the associated item references). The Respondent must also detail the response page number for each item in the appropriate space below. Proposal Evaluation Team members will independently evaluate and assign one score for all responses to Section B— General Qualifications & Experience Items.

RESPONDENT LEGAL ENTITY NAME:		
Response Page # (Respondent completes)	**Item Ref.**	**Section B— General Qualifications & Experience Items**
	B.1.	Detail the name, e-mail address, mailing address, telephone number, and facsimile number of the person the State should contact regarding the response.
	B.2.	Describe the Respondent's form of business (*i.e.*, individual, sole proprietor, corporation, non-profit corporation, partnership, limited liability company) and business location (physical location or domicile).
	B.3.	Detail the number of years the Respondent has been in business.
	B.4.	Briefly describe how long the Respondent has been providing the goods or services required by this RFP.
	B.5.	Describe the Respondent's number of employees, client base, and location of offices.
	B.6.	Provide a statement of whether there have been any mergers, acquisitions, or change of control of the Respondent within the last ten (10) years. If so, include an explanation providing relevant details.
	B.7.	Provide a statement of whether the Respondent or, to the Respondent's knowledge, any of the Respondent's employees, agents, independent contractors, or subcontractors, involved in the delivery of goods or performance of services on a contract pursuant to this RFP, have been convicted of, pled guilty to, or pled *nolo contendere* to any felony. If so, include an explanation providing relevant details.
	B.8.	Provide a statement of whether, in the last ten (10) years, the Respondent has filed (or had filed against it) any bankruptcy or insolvency proceeding, whether voluntary or involuntary, or undergone the appointment of a receiver, trustee, or assignee for the benefit of creditors. If so, include an explanation providing relevant details.
	B.9.	Provide a statement of whether there is any material, pending litigation against the Respondent that the Respondent should reasonably believe could adversely affect its ability to meet contract requirements pursuant to this RFP or is likely to have a material adverse effect on the Respondent's financial condition. If such exists, list each separately, explain the relevant details, and attach the opinion of counsel addressing whether and to what extent it would impair the Respondent's performance in a contract pursuant to this RFP. NOTE: All persons, agencies, firms, or other entities that provide legal opinions regarding the Respondent must be properly licensed to render such opinions. The State may require the Respondent to submit proof of license for each person or entity that renders such opinions.
	B.10.	Provide a statement of whether there are any pending or in progress Securities Exchange Commission investigations involving the Respondent. If such exists, list each separately, explain the relevant details, and attach the opinion of counsel addressing whether and to what extent it will impair the Respondent's performance in a contract pursuant to this RFP. NOTE: All persons, agencies, firms, or other entities that provide legal opinions regarding the

RFP ATTACHMENT 6.2.— SECTION B (continued)

RESPONDENT LEGAL ENTITY NAME:		
Response Page # (Respondent completes)	**Item Ref.**	**Section B— General Qualifications & Experience Items**
		Respondent must be properly licensed to render such opinions. The State may require the Respondent to submit proof of license for each person or entity that renders such opinions.
	B.11.	Provide a brief, descriptive statement detailing evidence of the Respondent's ability to deliver the goods or services sought under this RFP (*e.g.*, prior experience, training, certifications, resources, program and quality management systems, *etc*.).
	B.12.	Provide a narrative description of the proposed project team, its members, and organizational structure along with an organizational chart identifying the key people who will be assigned to deliver the goods or services required by this RFP.
	B.13.	Provide a personnel roster listing the names of key people who the Respondent will assign to meet the Respondent's requirements under this RFP along with the estimated number of hours that each individual will devote to that performance. Follow the personnel roster with a resume for each of the people listed. The resumes must detail the individual's title, education, current position with the Respondent, and employment history.
	B.14.	Provide a statement of whether the Respondent intends to use subcontractors to meet the Respondent's requirements of any contract awarded pursuant to this RFP, and if so, detail: (a) the names of the subcontractors along with the contact person, mailing address, telephone number, and e-mail address for each; (b) a description of the scope and portions of the goods each subcontractor involved in the delivery of goods or performance of the services each subcontractor will perform; <u>and</u> (c) a statement specifying that each proposed subcontractor has expressly assented to being proposed as a subcontractor in the Respondent's response to this RFP.
	B.15.	Provide documentation of the Respondent's commitment to diversity as represented by the following: (a) <u>Business Strategy</u>. Provide a description of the Respondent's existing programs and procedures designed to encourage and foster commerce with business enterprises owned by minorities, women, Tennessee service-disabled veterans, and small business enterprises. Please also include a list of the Respondent's certifications as a diversity business, if applicable. (b) <u>Business Relationships</u>. Provide a listing of the Respondent's current contracts with business enterprises owned by minorities, women, Tennessee service-disabled veterans and small business enterprises. Please include the following information: (i) contract description and total value; (ii) contractor name and ownership characteristics (*i.e.*, ethnicity, gender, Tennessee service-disabled); (iii) contractor contact name and telephone number. (c) <u>Estimated Participation</u>. Provide an estimated level of participation by business enterprises owned by minorities, women, Tennessee service-disabled veterans, and small business enterprises if a contract is awarded to the Respondent pursuant to this RFP. Please include the following information: (i) a percentage (%) indicating the participation estimate. (Express the estimated participation number as a percentage of the total estimated contract value that will be dedicated to business with subcontractors and supply contractors having such ownership characteristics only and **DO <u>NOT</u> INCLUDE DOLLAR AMOUNTS**); (ii) anticipated goods or services contract descriptions; (iii) names and ownership characteristics (i.e., ethnicity, gender, Tennessee service-disabled veterans) of anticipated subcontractors and supply contractors.

RFP ATTACHMENT 6.2.— SECTION B (continued)

RESPONDENT LEGAL ENTITY NAME:		
Response Page # (Respondent completes)	**Item Ref.**	**Section B— General Qualifications & Experience Items**
		NOTE: In order to claim status as a Diversity Business Enterprise under this contract, businesses must be certified by the Governor's Office of Diversity Business Enterprise (Go-DBE). Please visit the Go-DBE website athttps://tn.diversitysoftware.com/FrontEnd/StartCertification.asp?TN=tn&XID=9265 for more information. (d) Workforce. Provide the percentage of the Respondent's total current employees by ethnicity and gender. NOTE: Respondents that demonstrate a commitment to diversity will advance State efforts to expand opportunity to do business with the State as contractors and subcontractors. Response evaluations will recognize the positive qualifications and experience of a Respondent that does business with enterprises owned by minorities, women, Tennessee service-disabled veterans and small business enterprises and who offer a diverse workforce.
	B.16.	Provide a statement of whether or not the Respondent has any current contracts with the State of Tennessee or has completed any contracts with the State of Tennessee within the previous five (5) year period. If so, provide the following information for all of the current and completed contracts: (a) the name, title, telephone number and e-mail address of the State contact knowledgeable about the contract; (b) the procuring State agency name; (c) a brief description of the contract's scope of services; (d) the contract period; and (e) the contract number. NOTES: ▪ Current or prior contracts with the State are not a prerequisite and are not required for the maximum evaluation score, and the existence of such contracts with the State will not automatically result in the addition or deduction of evaluation points. ▪ Each evaluator will generally consider the results of inquiries by the State regarding all contracts noted.
	B.17.	Provide customer references from individuals (who are not current or former officials or staff of the State of Tennessee) for projects similar to the services sought under this RFP and which represent: ▪ two (2) of the larger accounts currently serviced by the Respondent, and ▪ three (3) completed projects. All references must be provided in the form of standard reference questionnaires that have been fully completed by the individual providing the reference as required. The standard reference questionnaire, which must be used and completed as required, is detailed at RFP Attachment 6.4. References that are not completed as required will be considered non-responsive and will not be considered. The Respondent will be solely responsible for obtaining the fully completed reference questionnaires, and for including them within the Respondent's sealed Technical Response. In order to obtain and submit the completed reference questionnaires, as required, follow the process detailed below. (a) Customize the standard reference questionnaire at RFP Attachment 6.4. by adding the subject Respondent's name, and make duplicates for completion by references. (b) Send the customized reference questionnaires to each individual chosen to provide a reference along with a new standard #10 envelope. (c) Instruct the person that will provide a reference for the Respondent to: (i) complete the reference questionnaire (on the form provided or prepared, completed, and printed using a duplicate of the document); (ii) sign and date the completed, reference questionnaire; (iii) seal the completed, signed, and dated, reference questionnaire within the envelope

RFP ATTACHMENT 6.2.— SECTION B (continued)

RESPONDENT LEGAL ENTITY NAME:		
Response Page # (Respondent completes)	**Item Ref.**	**Section B— General Qualifications & Experience Items**
		provided; (iv) sign his or her name in ink across the sealed portion of the envelope; and (v) return the sealed envelope containing the completed reference questionnaire directly to the Respondent (the Respondent may wish to give each reference a deadline, such that the Respondent will be able to collect all required references in time to include them within the sealed Technical Response). (d) Do NOT open the sealed references upon receipt. (e) Enclose all sealed reference envelopes within a larger, labeled envelope for inclusion in the Technical Response as required. NOTES: ▪ The State will not accept late references or references submitted by any means other than that which is described above, and each reference questionnaire submitted must be completed as required. ▪ The State will not review more than the number of required references indicated above. ▪ While the State will base its reference check on the contents of the sealed reference envelopes included in the Technical Response package, the State reserves the right to confirm and clarify information detailed in the completed reference questionnaires, and may consider clarification responses in the evaluation of references. ▪ The State is under no obligation to clarify any reference information.
	B.18.	Provide a statement and any relevant details addressing whether the Respondent is any of the following: (a) is presently debarred, suspended, proposed for debarment, or voluntarily excluded from covered transactions by any federal or state department or agency; (b) has within the past three (3) years, been convicted of, or had a civil judgment rendered against the contracting party 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) is presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed above; and has within a three (3) year period preceding the contract had one or more public transactions (federal, state, or local) terminated for cause or default.
SCORE *(for all Section B—Qualifications & Experience Items above)*: *(maximum possible score = 25)*		
State Use – Evaluator Identification:		

RFP ATTACHMENT 6.2. — SECTION C

TECHNICAL RESPONSE & EVALUATION GUIDE

SECTION C: TECHNICAL QUALIFICATIONS, EXPERIENCE & APPROACH. The Respondent must address all items (below) and provide, in sequence, the information and documentation as required (referenced with the associated item references). The Respondent must also detail the response page number for each item in the appropriate space below.

A Proposal Evaluation Team, made up of three or more State employees, will independently evaluate and score the response to each item. Each evaluator will use the following whole number, raw point scale for scoring each item:

0 = little value ***1 = poor*** ***2 = fair*** ***3 = satisfactory*** ***4 = good*** ***5 = excellent***

The Solicitation Coordinator will multiply the Item Score by the associated Evaluation Factor (indicating the relative emphasis of the item in the overall evaluation). The resulting product will be the item's Raw Weighted Score for purposes of calculating the section score as indicated.

RESPONDENT LEGAL ENTITY NAME:					
Response Page # (Respondent completes)	**Item Ref.**	**Section C— Technical Qualifications, Experience & Approach Items**	**Item Score**	**Evaluation Factor**	**Raw Weighted Score**
	C.1.	Provide a narrative that illustrates the Respondent's understanding of the State's requirements and project schedule.		1	
	C.2.	Provide a narrative that illustrates how the Respondent will complete the scope of services, accomplish required objectives, and meet the State's project schedule.		3	
	C.3.	Provide a narrative that illustrates how the Respondent will manage the project, ensure completion of the scope of services, and accomplish required objectives within the State's project schedule.		3	
	C.4.	Provide a narrative describing the Respondent's experience with delivery of virtual line management infrastructure requirements including but not limited to computing storage and networking hardware, configuration migration landscape, security safeguards, system and data backup and recovery, data archiving, and disaster recovery.		**3**	
	C.5.	Provide a narrative describing the Respondent's understanding of and ability to satisfy the Project Management Support Requirements as described in Pro Forma Contract A.8.		1	
	C.6.	Provide a narrative describing the Respondent's understanding of and ability to satisfy the Installation Support Requirements as described in Pro Forma Contract A.11		1	
	C.7.	Provide a narrative describing the Respondent's understanding of and ability to satisfy the Testing Requirements as described in Pro Forma Contract A.12		3	
	C.8.	Provide a narrative describing the Respondent's understanding of and ability to satisfy the Training Requirements as described in Pro Forma Contract A.16		1	
	C.9.	Provide a narrative describing the Respondent's understanding of and ability to satisfy the On-Going Support Requirements as described in Pro Forma Contract A.15		3	
	C.10.	Provide a narrative describing the Respondent's		1	

RESPONDENT LEGAL ENTITY NAME:					
Response Page # (Respondent completes)	**Item Ref.**	**Section C— Technical Qualifications, Experience & Approach Items**	**Item Score**	**Evaluation Factor**	**Raw Weighted Score**
		understanding of and ability to satisfy the Service Level Agreement Requirements as described in Pro Forma Contract A.19			
	C.11.	Provide a narrative describing the Respondent's understanding of and ability to satisfy the Change Management Requirements as described in Pro Forma Contract A.21 and Change Orders Requirements as described in Pro Forma Contract A.26		3	
	C.12.	Provide a narrative describing the Respondent's understanding of and ability to satisfy the Disaster Recovery Requirements as described in Pro Forma Contract A.22		3	
	C.13.	Provide a narrative describing the Respondent's understanding of and ability to satisfy the Security Certification Accreditation Audit Requirement as described in Pro Forma Contract A.23		3	
	C.14.	Provide a discussion of the data model and architecture. Discuss how the data model is dynamic and extensible. Example questions that should be addressed in your response include, but not limited to: 1. How are user defined fields configured? 2. How many user defined fields are available? 3. Are there any limitation to using and reporting on them? 4. What is the State's access level to the database? 5. What are the supported query tools? 6. How does the system connect to the database? 7. How are database connections made? 8. Is the data schema published? 9. What is the archiving strategy? 10. How are change scripts managed and implemented?		11	
	C.15.	Provide a discussion of the framework of the standards/tools/protocols (e.g. XML, SFTP) used to exchange data across systems. All exchanges need to use secure means of transmission using SHA2 or encryption, e.g. SFTP. Discuss any proprietary product used for any such purpose.		2	
	C.16.	Provide a discussion of how other applications will be able to interface with your Solution. What delivered API's are available?		**5**	
	C.17.	Discuss all features needed to manage, control, administer, maintain and support the system (e.g. automated deploys, builds, utilities, backups)		**2**	
	C.18.	Describe the process for establishing and maintaining user accounts (including profiles, roles, groups, etc.). For Example: 1. How does the Solution authenticate users against their Active Directory accounts? 2. How are users set up in the system? 3. Are there any self-service functions (forgot password, etc.)?		**2**	
	C.19.	Describe the security architecture for the proposed Solution.		**12**	

RESPONDENT LEGAL ENTITY NAME:					
Response Page # (Respondent completes)	**Item Ref.**	**Section C— Technical Qualifications, Experience & Approach Items**	**Item Score**	**Evaluation Factor**	**Raw Weighted Score**
		For Example: 1. How does the system prevent unauthorized access to information in the system? 2. How does the system detect and handle erroneous text messaging? 3. How are unauthorized attempts to access data detected? 4. Are passwords ever stored or transmitted in plaintext? 5. If encrypted, what is the decryption mechanism? 6. How do you assure that the system does not store, process, persist or transmit PII, PHI, or PCI-regulated information?			
	C.20.	Describe system support for continuous availability (HA/DR).		**3**	
	C.21.	Describe the tools used to monitor the performance of the proposed Solution.		**1**	
	C.22.	Describe a typical release lifecycle. Include an overview of the support structure at your organization including number of staff, makeup, philosophy, escalation levels and process.		**2**	
	C.23.	Describe the methods for tracking technical support requests, problems, resolutions, etc. and how you facilitate communication to customers. Include a description of support SLA's during business hours, off hours and during enhancements and releases.		**3**	
	C.24.	Provide a narrative describing how the proposed Solution will meet each of the requirements outlined in Attachment 6.6 Pro Forma Contract Section A.7, Virtual Line Management Platform Requirement 1 and/or Software-as-a-Service Requirement 2		**2**	
	C.25.	Provide a narrative describing how the proposed Solution will meet each of the requirements outlined in Attachment 6.6 Pro Forma Contract Section A.7, Customer Functionality Requirement 3.		**5**	
	C.26.	Provide a narrative describing how the proposed Solution will meet each of the requirements outlined in Attachment 6.6 Pro Forma Contract Section A.7, Examiner Functionality Requirement 4.		**5**	
	C.27.	Provide a narrative describing how the proposed Solution will meet each of the requirements outlined in Attachment 6.6 Pro Forma Contract Section A.7, Customer Access & Eligibility Requirement 5.		**5**	
	C.28.	Provide a narrative describing how the proposed Solution will meet each of the requirements outlined in Attachment 6.6 Pro Forma Contract Section A.7, Hardware/Software Specific Requirements 6.		**2**	
	C.29.	Provide a narrative describing how the proposed Solution will meet each of the requirements outlined in Attachment 6.6 Pro Forma Contract Section A.7, Management/Administrative		**3**	

RFP ATTACHMENT 6.2.— SECTION C (continued)

RESPONDENT LEGAL ENTITY NAME:					
Response Page # (Respondent completes)	**Item Ref.**	**Section C— Technical Qualifications, Experience & Approach Items**	**Item Score**	**Evaluation Factor**	**Raw Weighted Score**
		Functions Requirement 7.			
	C.30.	Provide a narrative describing how the proposed Solution will meet each of the requirements outlined in Attachment 6.6 Pro Forma Contract Section A.7, Management Reports & Data Analysis Requirement 8.		**3**	
	C.31.	Provide a narrative describing how the proposed Solution will meet each of the requirements outlined in Attachment 6.6 Pro Forma Contract Section A.7, General Requirements 9.		**3**	
The Solicitation Coordinator will use this sum and the formula below to calculate the section score. All calculations will use and result in numbers rounded to two (2) places to the right of the decimal point.			**Total Raw Weighted Score:** *(sum of Raw Weighted Scores above)*		
Total Raw Weighted Score / **Maximum Possible Raw Weighted Score** *(i.e., 5 x the sum of item weights above)*			**X 35** *(maximum possible score)*	**= SCORE:**	
State Use – Evaluator Identification:					
State Use – Solicitation Coordinator Signature, Printed Name & Date:					

TECHNICAL RESPONSE & EVALUATION GUIDE

SECTION D: ORAL PRESENTATION. The Respondent must address ALL Oral Presentation Items (below).

A Proposal Evaluation Team, made up of three or more State employees, will independently evaluate and score the presentation response to each item. Each evaluator will use the following whole-number, raw point scale for scoring each item:

0 = little value ***1 = poor*** ***2 = fair*** ***3 = satisfactory*** ***4 = good*** ***5 = excellent***

The Solicitation Coordinator will multiply the Item Score by the associated Evaluation Factor (indicating the relative emphasis of the item in the overall evaluation). The resulting product will be the item's raw, weighted score for purposes of calculating the section score as indicated.

RESPONDENT LEGAL ENTITY NAME:	

	Oral Presentation Items	Item Score	Evaluation Factor	Raw Weighted Score
D.1.	Demonstrate or describe how the proposed Solution will meet each of the requirements outlined in Attachment 6.6 Pro Forma Contract Section A.7, Virtual Line Management Platform Requirement 1 and/or Software-as-a-Service Requirement 2.		**5**	
D.2.	Demonstrate or describe how the proposed Solution will meet each of the requirements outlined in Attachment 6.6 Pro Forma Contract Section A.7, Customer Functionality Requirement 3.		**20**	
D.3.	Demonstrate or describe how the proposed Solution will meet each of the requirements outlined in Attachment 6.6 Pro Forma Contract Section A.7, Examiner Functionality Requirement 4.		**20**	
D.4.	Demonstrate or describe how the proposed Solution will meet each of the requirements outlined in Attachment 6.6 Pro Forma Contract Section A.7, Customer Access & Eligibility Requirement 5.		**20**	
D.5.	Demonstrate or describe how the proposed Solution will meet each of the requirements outlined in Attachment 6.6 Pro Forma Contract Section A.7, Hardware/Software Specific Requirements 6.		**5**	
D.6.	Demonstrate or describe how the proposed Solution will meet each of the requirements outlined in Attachment 6.6 Pro Forma Contract Section A.7, Management/Administrative Functions Requirement 7.		**10**	
D.7.	Demonstrate or describe how the proposed Solution will meet each of the requirements outlined in Attachment 6.6 Pro Forma Contract Section A.7, Management Reports & Data Analysis		**10**	

RESPONDENT LEGAL ENTITY NAME:				
	Requirement 8.			
D.8.	Demonstrate or describe how the proposed Solution will meet each of the requirements outlined in Attachment 6.6 Pro Forma Contract Section A.7, General Requirements 9.		**10**	
	Total Raw Weighted Score *(sum of Raw Weighted Scores above)***:** The Solicitation Coordinator will use this sum and the formula below to calculate the score. Numbers rounded to two (2) places to the right of the decimal point will be standard for calculations.			
	total raw weighted score / **maximum possible raw weighted score** *(i.e., 5 x the sum of item weights above)*	**X 10** *(maximum section score)*	**= SCORE:**	
State Use – Evaluator Identification:				
State Use – Solicitation Coordinator Signature, Printed Name & Date:				

RFP ATTACHMENT 6.3.

COST PROPOSAL & SCORING GUIDE

NOTICE: THIS COST PROPOSAL MUST BE COMPLETED EXACTLY AS REQUIRED

COST PROPOSAL SCHEDULE— The Cost Proposal, detailed below, shall indicate the proposed price for providing goods or services as defined in the Scope of Services of the RFP Attachment 6.6., *Pro Forma* Contract, for the entire contract period. The Cost Proposal shall remain valid for at least 120 days subsequent to the date of the Cost Proposal opening and thereafter in accordance with any contract resulting from this RFP. All monetary amounts shall be in U.S. currency and limited to two (2) places to the right of the decimal point.

NOTICE: The Evaluation Factor associated with each compensable unit is for evaluation purposes only. The evaluation factors do NOT and should NOT be construed as any type of volume guarantee or minimum purchase quantity. The evaluation factors shall NOT create rights, interests, or claims of entitlement in the Respondent.

Notwithstanding the cost items herein, pursuant to the second paragraph of the *Pro Forma* Contract, Section C.1. (refer to RFP Attachment 6.6.), "The State is under no obligation to request any goods or services from the Contractor in any specific dollar amounts or to request any goods or services at all from the Contractor during any period of this Contract."

This Cost Proposal must be signed, in the space below, by an individual empowered to bind the Respondent to the provisions of this RFP and any contract awarded pursuant to this RFP. If the individual signing this Cost Proposal is not the *President* or *Chief Executive Officer*, the Respondent must attach evidence to the Cost Proposal showing the individual's authority to legally bind the Respondent.

RESPONDENT SIGNATURE:	
PRINTED NAME & TITLE:	
DATE:	

RESPONDENT LEGAL ENTITY NAME:	

Cost Item Description	**Proposed Cost**					**State Use ONLY**		
	Year One	**Year Two**	**Year Three**	**Year Four**	**Year Five**	**Sum**	**Evaluation Factor**	**Evaluation Cost** (sum x factor)
Acceptance of Solution per Small Center with no virtual line management (Pro Forma Section A.4.a and A.14)							27	

RESPONDENT LEGAL ENTITY NAME:								
Cost Item Description	**Proposed Cost**					**State Use ONLY**		
	Year One	**Year Two**	**Year Three**	**Year Four**	**Year Five**	**Sum**	**Evaluation Factor**	**Evaluation Cost** (sum x factor)
Acceptance of Solution per Small Center with virtual line management (Pro Forma Section A.4.a and A.14)							1	
Acceptance of Solution per Medium Center (Pro Forma Section A.4.b and A.14)							10	
Acceptance of Solution per Large Center (Pro Forma Section A.4.c and A.14)							10	
Individual monitor accepted at a center that has a previously accepted Solution (Pro Forma Section A.4)	$ / MONITOR	$ / MONITOR	$ / MONITOR	$ / MONITOR	$ / MONITOR		5	
Individual kiosk accepted at a center that has a previously accepted Solution (Pro Forma Section A.4)	$ / KIOSK	$ / KIOSK	$ / KIOSK	$ /KIOSK	$ / KIOSK		5	
Individual printer accepted at a center that has a previously accepted Solution (Pro Forma Section A.4)	$ / PRINTER	$ / PRINTER	$ / PRINTER	$ / PRINTER	$ / PRINTER		5	
Individual workstation signage accepted at a center that has a previously accepted Solution (Pro Forma Sections A.3.e and A.4)	$ / WRKSTN	$ / WRKSTN	$ / WRKSTN	$ / WRKSTN	$ / WRKSTN		5	
"Train the Trainer" Training (Pro Forma Section A.16.b)	**$ / CLASS**						2	

RESPONDENT LEGAL ENTITY NAME:								
Cost Item Description	**Proposed Cost**					**State Use ONLY**		
	Year One	**Year Two**	**Year Three**	**Year Four**	**Year Five**	**Sum**	**Evaluation Factor**	**Evaluation Cost** (sum x factor)
Technical Training (Pro Forma Section A.16.a)	$ / CLASS						2	
Remote Computer Based Training(Pro Forma Section A.16.d)	$ / SESSION						2	
Solution in Small Center with no virtual line management(Pro Forma Section A.2 and A.4.a)	$ / MONTH	$ / MONTH	$ / MONTH	$ / MONTH	$ / MONTH		324	
Solution in Small Center with virtual line management(Pro Forma Section A.2.a and A.4.a)	$ / MONTH	$ / MONTH	$ / MONTH	$ / MONTH	$ / MONTH		12	
Solution in Medium Center with virtual line management(Pro Forma Section A.2.a and A.4)	$ / MONTH	$ / MONTH	$ / MONTH	$ / MONTH	$ / MONTH		120	
Solution in Large Center with virtual line management(Pro Forma Section A.2.a and A.4)	$ / MONTH	$ / MONTH	$ / MONTH	$ / MONTH	$ / MONTH		120	
Change Orders Training Consultant Hourly Rate (Includes change order related modifications to training materials and additional classroom instructor fees) (Pro Forma Section A.16.e)	$ / HOUR	$ / HOUR	$ / HOUR	$ / HOUR	$ / HOUR		20	

RESPONDENT LEGAL ENTITY NAME:								
Cost Item Description	**Proposed Cost**					**State Use ONLY**		
	Year One	**Year Two**	**Year Three**	**Year Four**	**Year Five**	**Sum**	**Evaluation Factor**	**Evaluation Cost** (sum x factor)
Change Orders Technical Consultant Hourly Rate (Includes change order related technical consulting services such as programming and configuration services) (Pro Forma Section A.16.e)	**$ / HOUR**	**$ / HOUR**	**$ / HOUR**	**$ / HOUR**	**$ / HOUR**		20	
TOTAL EVALUATION COST AMOUNT (sum of evaluation costs above)**:** The Solicitation Coordinator will use this sum and the formula below to calculate the Cost Proposal Score. Numbers rounded to two (2) places to the right of the decimal point will be standard for calculations.								
lowest evaluation cost amount from all proposals / **evaluation cost amount being evaluated** **x 30 (maximum possible score) = SCORE:**								
State Use – Solicitation Coordinator Signature, Printed Name & Date:								

RFP ATTACHMENT 6.4.

REFERENCE QUESTIONNAIRE

The standard reference questionnaire provided on the following pages of this attachment MUST be completed by all individuals offering a reference for the Respondent.

The Respondent will be solely responsible for obtaining completed reference questionnaires as required (refer to RFP Attachment 6.2., Technical Response & Evaluation Guide, Section B, Item B.17.), and for enclosing the sealed reference envelopes within the Respondent's Technical Response.

RFP # 34901-00273REFERENCE QUESTIONNAIRE

REFERENCE SUBJECT: RESPONDENT NAME (completed by Respondent before reference is requested)

The "reference subject" specified above, intends to submit a response to the State of Tennessee in response to the Request for Proposals (RFP) indicated. As a part of such response, the reference subject must include a number of completed and sealed reference questionnaires (using this form).

Each individual responding to this reference questionnaire is asked to follow these instructions:

- complete this questionnaire (either using the form provided or an exact duplicate of this document);
- sign and date the completed questionnaire;
- seal the completed, signed, and dated questionnaire in a new standard #10 envelope;
- sign in ink across the sealed portion of the envelope; and
- return the sealed envelope containing the completed questionnaire directly to the reference subject.

(1) What is the name of the individual, company, organization, or entity responding to this reference questionnaire?

(2) Please provide the following information about the individual completing this reference questionnaire on behalf of the above-named individual, company, organization, or entity.

NAME:	
TITLE:	
TELEPHONE #	
E-MAIL ADDRESS:	

(3) What goods or services does/did the reference subject provide to your company or organization?

(4) What is the level of your overall satisfaction with the reference subject as a contractor of the goods or services described above?

Please respond by circling the appropriate number on the scale below.

	1	2	3	4	5	
least satisfied						**most satisfied**

RFP # 34901-00273REFERENCE QUESTIONNAIRE — PAGE 2

If you circled 3 or less above, what could the reference subject have done to improve that rating?

(5) If the goods or services that the reference subject provided to your company or organization are completed, were the goods or services provided in compliance with the terms of the contract, on time, and within budget? If not, please explain.

(6) If the reference subject is still providing goods or services to your company or organization, are these goods or services being provided in compliance with the terms of the contract, on time, and within budget? If not, please explain.

(7) How satisfied are you with the reference subject's ability to perform based on your expectations and according to the contractual arrangements?

(8) In what areas of goods or service delivery does/did the reference subject excel?

(9) In what areas of goods or service delivery does/did the reference subject fall short?

(10) What is the level of your satisfaction with the reference subject's project management structures, processes, and personnel?

Please respond by circling the appropriate number on the scale below.

	1	2	3	4	5	
least satisfied						**most satisfied**

What, if any, comments do you have regarding the score selected above?

RFP # 34901-00273REFERENCE QUESTIONNAIRE — PAGE 3

(11) Considering the staff assigned by the reference subject to deliver the goods or services described in response to question 3 above, how satisfied are you with the technical abilities, professionalism, and interpersonal skills of the individuals assigned?

Please respond by circling the appropriate number on the scale below.

	1	2	3	4	5	
least satisfied						**most satisfied**

What, if any, comments do you have regarding the score selected above?

(12) Would you contract again with the reference subject for the same or similar goods or services?

Please respond by circling the appropriate number on the scale below.

	1	2	3	4	5	
least satisfied						**most satisfied**

What, if any, comments do you have regarding the score selected above?

REFERENCE SIGNATURE:
(by the individual completing this request for reference information)

_____
(must be the same as the signature across the envelope seal)

DATE: _____

RFPATTACHMENT 6.5.

SCORE SUMMARY MATRIX

	RESPONDENT NAME		*RESPONDENT NAME*		*RESPONDENT NAME*	
GENERAL QUALIFICATIONS & EXPERIENCE **(maximum: 25)**						
EVALUATOR NAME						
EVALUATOR NAME						
REPEAT AS NECESSARY						
	AVERAGE:		**AVERAGE:**		**AVERAGE:**	
TECHNICAL QUALIFICATIONS, EXPERIENCE & APPROACH **(maximum: 30)**						
EVALUATOR NAME						
EVALUATOR NAME						
REPEAT AS NECESSARY						
ORAL PRESENTATION **(maximum: 10)**						
EVALUATOR NAME						
EVALUATOR NAME						
REPEAT AS NECESSARY						
	AVERAGE:		**AVERAGE:**		**AVERAGE:**	
COST PROPOSAL **(maximum: 30)**	**SCORE:**		**SCORE:**		**SCORE:**	
TOTAL RESPONSE EVALUATION SCORE: **(maximum: 100)**						

Solicitation Coordinator Signature, Printed Name & Date:

RFP ATTACHMENT 6.6.

RFP # 34901-00273*PRO FORMA* CONTRACT

The *Pro Forma*Contract detailed in following pages of this exhibit contains some "blanks" (signified by descriptions in capital letters) that will be completed with appropriate information in the final contract resulting from the RFP.

CONTRACT
BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF SAFETY & HOMELAND SECURITY
AND
CONTRACTOR NAME

This Contract, by and between the State of Tennessee, Department of Safety & Homeland Security, hereinafter referred to as the 'State" and Contractor Legal Entity Name, hereinafter referred to as the "Contractor," is for the provision of a Line Management System (LMS) services, as further defined in the "SCOPE OF SERVICES."

The Contractor is a/an Individual, For-Profit Corporation, Non-Profit Corporation, Special Purpose Corporation Or Association, Partnership, Joint Venture, Or Limited Liability Company.
Contractor Place of Incorporation or Organization: Location
Contractor Edison Registration ID # Number

A. SCOPE OF SERVICES:

A.1. The Contractor shall provide all service and deliverables as required, described, and detailed herein and shall meet all service and delivery timelines as specified by this Contract.

A.2. Contractor shall provide a turn-key line management system ("LMS") which is a comprehensive customer flow Solution ("Solution") that allows in all locations a numbering system in order to form a service queue and in select locations the Solution shall be a virtual line management system that eliminates the need of physically standing in line.

a. Contractor shall provide virtual line management Solution in select locations so that Customers are able to use their cell phones, computers or in-station touch screen kiosks to get in a virtual service line.
b. Contractor shall provide virtual line management Solution that allows customers to receive instant feedback as to estimated wait time and notifies customers when they are within a prescribed time for service.
c. Turn-key shall mean that the Solution includes all software, hardware and support.

A.3. Solution Features and Functionality

a. Customers will be able to view the wait times at selected Driver Service Centers via the State's web site. Utilizing text (SMS), web, voice, or in-station kiosks, the virtual line management Solution shall be designed to place customers in a queue based on the type of transactions the customer is conducting. The virtual line management Solution shall allow administrators to configure notifications sent to customers (i.e. notification to the customer of his or her place in the queue and the estimated wait time for the requested service). The virtual line management Solution shall allow the customer to request additional time or remove themselves from a queue.

b. Customer Access and Eligibility. The Solution shall provide a check-in feature on kiosks located at each Driver Service Center. A kiosk is defined as a free standing touch screen device that may have a printer built in or as an accessory to the device and be capable of printing tickets for service. The check-in feature will distinguish between 'new' customers (those not holding a Tennessee issued DL/ID) and 'existing' customers (those holding a TN issued DL/ID) Using a bar code scanner, existing customers shall have the option of scanning the bar code located on the back of a DL/ID, which when read will capture personal information and enter captured information into the check-in queue. Information captured will then be transmitted to the Driver Service License System (DSLS), where customer information shall be validated and the check-in time shall be recorded for wait calculations. New customer information shall be passed to the Driver Service License System as a means of establishing an initial record – however, at a minimum, each customer will be assigned a unique number that, when entered in the Driver Service License System will provide the means to pull check-in entry times from the Solution for storage in the DSLS.

c. Examiner Functionality. The Solution shall provide Examiners a browser-based view of the queues for all service options and allow Examiners to call the next ticket based on the order established according to business rules. The Solution shall provide a means for Examiners to place a customer into a 'hold' queue when working with various transactions and the Solution shall be able to accurately track and calculate wait time for various transactions. Hold queue is defined as a temporary pause in service between two transactions in order for the customer to perform a necessary function of a testing requirement such as knowledge or skill. The hold queue wait time shall be calculated by adding initial wait time and hold queue wait time for a sum of total wait time for the entire transaction. Examiners shall establish the counter number upon log in each day. The Solution shall provide Examiners the ability to place themselves in an 'idle' or 'closed' status.

d. Management/Administrative Functionality. The Solution shall have the ability to monitor and connect to all branches, mobile locations, and the Driver Service Main Office in an on-line, real-time fashion. The Solution shall provide an alert to State when pre-set conditions associated with customer service are being exceeded or not being met. State shall have the ability to customize the kiosk screen and specify information that shall be printed on tickets. State shall have the ability to add, modify and remove users.

e. The Solution shall provide the ability to interface with the Motor Vehicle Network (MVN) displays located in select Driver Service Centers. Adequate audio must be provided independent of the Motor Vehicle Network and must be adjustable at the Driver Service Center. Signage shall be provided at each workstation with the capability to be easily mounted on the existing counter space or overhead by hanging from the ceiling as well as wall-mounted. This signage shall be digital with the ability to be programmed for necessary changes by State. Any necessary cabling and connections for this signage shall be non-proprietary and be readily available, standardize computer/telephone style connectors. Monitors shall be mounted and visible to customers seated in the Driver Service Center. Kiosks shall be touch screen capable and installed for ADA compliance. The Solution shall provide 2-D bar code scan capability, either through a physical device or software located on the kiosk. Ticket printers, whether freestanding or a part of the Kiosks, shall be capable of printing on non-proprietary paper. Contractor shall provide new hardware. New Hardware is defined as hardware that is less than one year old in age. Age shall be calculated from date of manufacture of hardware.

f. Encryption/Data Protection. All cryptographic modules of the virtual line management Solution shall maintain either a FIPS("Federal Information Processing Standards") 140-2 certification or latest State standard. This provision also applies to the data-at-rest and data-in-transit protections provided/enabled by the Solution, even if protection of data-at-rest and/or data-in-transit is implemented by external modules (rather than the Solution itself). The Solution shall provide data protection capabilities. The device-based component(s) of the Solution shall provide/enable data-at-rest encryption for State sensitive data (e.g. personally identifiable information – SSN, Date of Birth, Driver License Number).

g. Management Reports and Data Analysis. The Solution shall provide auditing/reporting capabilities. The Solution shall measure and report transactions and wait time information per day, week, month, and year by driver service center, and district. Data reflecting user generated information such as log on/log off/idle activity shall be captured and available for reports.

   The Solution shall provide a dashboard displaying a visual presentation of real-time data for all driver service centers. Filters shall be provided to view data by specific stations, by district and/or by service category. The dashboard shall reflect current waiting customers by service category; current wait times by service category; and transaction times by service category.

A.4. Contractor shall provide installation, testing, and deployment of the Solution in all small, medium and large centers as specified in Attachment C. The Solution shall be a turn-key Solution – Minimum hardware requirements per center will include, but is not limited to:

a. Small Center
One (1) Kiosk
One (1) Monitor
One (1) Printer if not a part of kiosk
One (1) 2D Bar Code Scanner
Workstation Signage (per Section A.3.e)

b. Medium Center
One (1) Kiosk
Two (2) Monitors
One (1) Printer if not a part of kiosk
One (1) 2D Bar Code Scanner
Workstation Signage (per Section A.3.e)

c. Large Center
Three (3) Kiosks
Three (3) Monitors
Three (3) Printers if not a part of kiosks
Three (3) 2D Bar Code Scanner
Workstation Signage (per Section A.3.e)

The Contractor shall work with the State to determine the software and hardware that shall be installed and implemented at each Driver Service Center. The final decision shall be at the discretion of the State. All Medium and Large Centers installations shall include the virtual line management Solution. The State reserves the right to delete or add Driver Service Centers at any time during the life of this Contract.

The Contractor shall install, deploy and test all Solution hardware and software at all small, medium and large Driver Service Centers. Contractor shall meet all acceptance criteria as set forth in this Contract. The Contractor shall be paid a one-time acceptance of Solution fee per Center as set forth in the payment methodology. The Contractor shall provide Solution to State on a monthly basis as set out in the payment methodology. Acceptance criteria is set out in Section A.14 of this Contract.

A.5. The Solution shall provide information regarding the queue and shall call customers to designated counters in accordance with the management prioritization plan.

a. The Solution shall provide the State with information about the changing mix of the queue and customer wait times.
b. The State shall have the ability to monitor the real time data and determine when certain service categories have a large number of customers waiting or when the wait time is becoming excessive in any of the service categories.
c. The Solution shall provide a management utility to automate the creation and manipulation of the queues.
d. The Solution shall provide approximate wait time data for customers specific to each of the Driver Service Centers (DSC) locations via the State web site.

A.6. The Solution shall support user account and user right management.

a. The Solution shall employ and enforce group / role-based access control for rights within the administration console.
b. The Solution shall support decentralized hierarchal administrator roles with a top level administration and ability to delegate specific functions to lower level administrators. (Example – Top level administrators with full access and ability to delegate specific functions to lower level administrators)

A.7. Mandatory requirements of the Solution. The items listed in the table below, shall all be required as part of the Solution

1	**Virtual Line Management Platform**
1.1	The Solution shall be a Contractor hosted Solution. The State defines "hosted Solution" as a virtual line management Solution in which all core virtual line management hardware and software (other than State owned applications) is owned and hosted by the Contractor. The Contractor's hosted environment shall meet all State technical and security standards and requirements.
1.2	The Solution shall be able to support, at a minimum, the following operating systems: a. Windows 7.x and b. Windows 8.x and all future Windows versions implemented during the life of the contract.
1.3	The Solution shall provide customizable user defined fields so that it will allow for the inclusion of all necessary fields to meet all State functional, audit and reporting requirements.
1.4	The Solution shall incorporate field-level validation whenever possible to limit the possibility of data entry or manual update errors.
1.5	The State shall retain full control and ownership of all data during and upon the expiration and termination of the Contract.
1.6	The Contractor shall, upon request, provide proof of certification, accreditation, or audit to validate the hosting Solution security.
1.7	Access to the Solution, various screens, functions and reports shall be granted through role-based assignments with a minimum of at least three access levels consisting of Examiners, Managers and System Administrators.
1.8	State system administrators shall be able to maintain the configure roles and access controls for all system components without Contractor assistance after implementation.
1.9	The Solution shall provide support Monday through Saturday from 6 a.m. central time until 6 p.m. central time with next business day resolution – system restoration.
1.10	Solution shall be able to provide a web interface to TN.Gov website to provide customers with current wait time information by branch office location and transaction type as well as additional branch information such as, open/close days, hours of operation and services provided for each of the branch locations.
1.11	Solution shall support the current release and all previous versions of the most popular browsers (Internet Explorer, Firefox, Chrome & Safari) supported by the originating contractors (Microsoft, Mozilla & Apple). The browser based Solution shall use SSL or TLS for encrypting all connections between the browser and the host environment.
1.12	The Solution shall provide bi-directional web service communication with the Driver Service License System ('DSLS'). Contractor shall be capable of hosting and calling SOAP XML web services in order to integrate to the State's driver license system.
1.13	The virtual line management Solution shall have the ability to provide queue entry via voice, text (SMS), web, or in-station kiosk.
1.14	The virtual line management Solution shall provide the ability to customize queue entry by Driver Service Center.
1.15	The virtual line management Solution shall have the ability to message customers, providing estimated wait times.
1.16	Provide initial personnel training and technical training to State information technology personnel.
1.17	The Solution shall be documented, including user and administration instructions.
2	**Software-as-a-Service Requirements**
2.1	The Contractor shall provide an estimated up time or system availability guarantee of 99.9%, including full system redundancy to ensure the availability requirement.
2.2	The Contractor shall submit a plan for vulnerability scanning for State approval on all system components and shall perform initial vulnerability scanning and validate mitigation actions prior to placing any new or modified system or component in production.

2.3	The Contractor must manage at least two Tier-III data center facilities Concurrently maintainable site infrastructure guaranteeing 99.9% availability.
2.4	Contractor shall provide Disaster Recovery capabilities to fail over to a second Data Center
2.5	Contractor shall be ISO 9000 (process) and ISO 27000 (security) Certified.
2.6	Contractor shall have industry certified on-site staff for Administration, Management and Monitoring or available Monday thru Saturday 6:00 cst to 6:00 pm cst.
2.7	Contractor shall utilize load balancing technologies to ensure that requests for services may be balanced across several servers.
2.8	Contractor shall have procedures and software/hardware available to back up all systems on a regular basis.
2.9	Backup and recovery services shall be provided to recover failed systems or to retrieve data for other purposes. The frequency and type of backup performed will be defined by State.
2.10	Contractor shall be capable of providing physical and virtual tape backup and recovery services. All backup and recovery activities shall be logged. Contractor shall be capable of providing exports of the log data to State on demand. All backup, recovery and media logs shall be available upon request to State and identified auditors.
2.11	Contractor shall have in place provisions for off premise media storage and shall provide retrieval times.
2.12	Contractor shall provide service level agreement offerings for backup, restore and recovery services (including RTO and RPO values) to be approved by State.
2.13	The Contractor shall notify State immediately upon discovery or suspicion of security incidents, unauthorized access to system components and/or customer record disclosure in the SaaS environment.
2.14	The Contractor shall report to State any malicious code incidents experienced in relation to the Solution within twenty-four (24) hours from time Contractor has knowledge of incident.
2.15	The Contractor agrees that all system data is and remains the sole property of State.
2.16	In the event of any system failure the Contractor shall immediately notify State of any loss of service and the estimated time to restore full service.
2.17	The Contractor agrees that upon contract termination, or upon the request of State, to provide all Solution data in non-proprietary format, such as XML, along with the system data dictionary, and to provide assistance in transferring customer data to State or to a new vendor at no charge to State.
2.18	Audit logs shall be protected from modification or deletion and provided to State upon request.
2.19	Audit logs shall be retained for at least one (1) year or as required by State Retention Policy.
2.20	The Contractor shall provide a comprehensive Disaster Recovery/Business Continuity plan detailing the process for continued operations and performance of critical business functions in the event of an unscheduled service disruption regardless of the duration.
2.21	The Contractor shall be responsible for ensuring that operating systems and databases are up to date with the latest security patches in a timely basis (i.e. critical security patches must be applied immediately while medium-risk security patches must be applied within 30 days of release).
2.22	The Solution shall store all State data within the continental United States (USA).
2.23	The Solution shall provide for disaster recovery solely within the continental USA.
2.24	When systems are not available during business hours, the Contractor shall provide a report outlining those customers currently in line when the system became unavailable. This report must be transmitted to each affected station within five (5) minutes of system unavailability.
3	**Customer Functionality**
3.1	Virtual line management Solution shall provide a web-based registration and scheduling, allowing customer registration in any web-enabled device, such as mobile, tablet, or laptop.
3.2	A printed ticket shall be provided at check-in when customers enter the Driver Service Center seeking service.
3.3	Virtual line management Solution shall have at a minimum four (4) service options, with an option to possibly add more in time, must be available for selection by the customer based on a predetermined need and customizable based on business needs.

3.4	Solution shall have an electronic display screen(s) shall show the ticket number being called over the service counter and the location at which service will be provided.
3.5	Solution shall have an audible message would alert the customer a number is now ready for service and the location at which service will be provided.
3.6	Solution shall have a central electronic display screen that indicates tickets being called and the service location.
3.8	Virtual line management Solution shall provide Customers with the ability to monitor: the number of persons in the queue by service option; the longest running “wait time” of those in the queue by service option; and shown the estimated “wait time” of those in the queue.
3.9	Solution shall allow customers to view the live lobby status at that location and for all open and operating locations via a website.
3.10	Solution shall have an electronic display showing clearly visible characters and readable from all points in the waiting room and located at or near each work station. The display will: (a) Show the ticket number being served at the work station; (b) Show the ticket number being called to the work station.
3.11	Virtual line management Solution shall require all customers, upon arrival at the center, to ‘check-in’. “Check-In” shall be defined as join the queue for “walk-in” customers and claiming a place in the queue for virtual line customers.
3.12	Virtual line management Solution shall allow customers before Check-In the ability to push themselves back in the queue or request removal from the queue.
4	**Examiner Functionality**
4.1	The Examiner, from their work station, shall be able to view the queues for all service options and call the next ticket based on the order established according to business rules and utilizing a web browser interface.
4.2	The Examiner shall be able to view the queues for all service options and call a specific ticket number from the established list.
4.3	The Examiner shall be able to call a returning customer from that same business day to complete a transaction in the event service has been interrupted.
4.4	In the virtual line management Solution, the Examiner shall be able to view the various estimated “wait times” of persons in the queue.
4.5	, the Examiner shall have available a message text field in which notes may be entered and the ability to store messages via web service in the Driver Service License System.
4.6	The Examiner must have the ability to call tickets based on priorities other than First In, First Out.
4.7	The Examiner shall be able to place a customer into a Hold queue for those transactions that are two-phased (i.e. driver testing) and place the customer back into a queue when ready to complete the transaction.
4.8	The Examiner shall be able to move a customer from one queue to another.
4.9	In the virtual line management Solution the Examiner shall be able to set the counter number upon log-in to the virtual queue from the workstation.
4.10	The Solution shall allow Examiners to be associated with multiple Driver Service Centers
4.11	The Solution shall have the ability to recall a customer any number of times if they did not show up when called. This feature must be a configurable setting that can be turned off or on by Driver Service Center.
4.12	The Solution shall have the ability to call a ticket number out of turn
5	**Customer Access and Eligibility**
5.1	The Solution shall provide a sign in page with up to five fields.
5.2	The Solution shall have all required entry fields clearly marked.
5.3	The Solution shall display an error message when required information is missing
5.4	The Solution shall display helpful hints when data is typed in an invalid format
5.5	The Solution shall allow customers to indicate whether they are a new customer or an existing customer.
5.6	The Solution shall check existing customer identity by transmitting selected data from sign-in page via web service to the Driver Service License System (DSLS) and receiving response.

5.7	The Solution shall display an error message if customer identification check fails.
5.8	The Solution shall allow the Information Desk to check-in customers or enter customers into a queue.
5.9	The virtual line management Solution shall allow multiple family members to use one phone number when entering the queue.
5.10	The Solution shall be capable of allowing customers to provide immediate feedback of their experience. Allowing managers to tie the feedback to a particular transaction, ticket number & Examiner.
6	**Hardware/Software Specific Requirements**
6.1	Motor Vehicle Network (MVN) displays are to be used where possible.
6.2	On the main display, the current number being called shall appear at the top of the list and must be distinguishable from the previous tickets called.
6.3	The Solution shall provide audio and audio must be adjustable by the Driver Service Center.
6.4	The audio system shall be configurable to include custom phrases. Custom phrases should be in the same voice as other audio instructions.
6.5	The Solution shall incorporate ticket printers. These printers must not require proprietary paper.
6.6	The ticket printer shall have the ability to re-print a ticket.
6.7	Tickets shall include at a minimum the branch location name, unique ticket number, current date and time, transaction type(s) of service requested & estimated wait time.
6.8	State shall have the ability to view, edit, create and modify the display text, images and layout on the ticket.
6.9	Ticket numbers shall not be duplicated within a given business day and given branch location.
6.10	The Solution shall provide in-station touch screen kiosks for check-in and ticket issuance upon arrival.
6.11	Touch screen kiosks shall adhere to ADA Accessibility Standards outlined in the following link: (need our link to ADA requirements)
6.12	Bar code readers shall be capable of reading 2-D bar codes.
6.13	The virtual line management Solution shall have the ability to SMS text message customers when they are configurable amount of minutes from being called for service, warn them that their estimated wait time has changed, and notify them of the need to check-in when they arrive at the station
6.14	For any hardware components purchased or provided by the Contractor, only newly manufactured of the same type will be allowed. In the event the same component is no longer available, a compatible component may be provided upon approval by TDOSHS.
6.15	All hardware and software shall include monitoring capabilities to alert technical support staff of failures and errors
6.16	The proposed Solution shall be scalable at the hardware level to support addition of more devices within a branch office, the addition of new branch offices, increase in data persistence and increased performance
6.17	The Solution production environments shall be able to process a minimum of 10,000 customer service transactions statewide per day without interruption during State business hours. The Contractor's test environment shall also be able to process no less than 300 customer service transactions per hour (based on peak hours).
6.18	The Solution shall enable ad-hoc reports to be generated using real-time data, without adverse impact to the system performance
6.19	The Contractor shall provide signage monitors that will identify each work station located at the Driver Service Centers. Messages to be displayed on each signage must be configurable by the system administrator.
7	**Management/Administrative Functionality**
7.1	The Solution shall have the ability to monitor and connect to all branches, mobile locations, and the Driver Services Main Office in an on-line, real-time fashion. This would typically include the following:

7.1.1	The Solution shall Show the number of customers in the queue by service option; by location
7.1.2	The Solution shall Show the estimated 'wait time' of customer in the queue by service option
7.1.3	The Solution shall show the longest running 'wait time' of customers in the queue by service option
7.1.4	The Solution shall Show the status of each work station, i.e., 'closed', 'idle', 'in-service'
7.1.5	The Solution shall show If 'in service', the service option and ticket number being served at each work station
7.1.6	The Solution shall show if 'idle', show as available, but with no waiting customers
7.1.7	The Solution shall show a running daily total of the number of customers served by workstation
7.2	The Solution shall have the ability to alert managers when pre-set conditions associated with customer service are being exceeded or not being met
7.3	The Solution shall alert manager when pre-set transaction times for a service option have been surpassed
7.14	The Solution shall alert managers when less than a pre-set number of workstations are opened (based on time-of-day and day-of-week)
7.5	The Solution shall alert managers when there is an 'idle' workstation with customers showing in the queue and allow override
7.6	The Solution shall provide administrators with the ability to edit the kiosk screen
7.7	The Solution shall provide administrators to view, create, and edit ticket formats
7.8	The Solution shall identify, capture and report customers who fail to appear at a workstation for service ('no shows'):
7.8.2	The Solution shall separate 'no show' customers from transaction time calculation and reporting
7.8.3	The Solution shall include 'no show' customers in all reports associated with wait time and total customers
7.9	The Solution shall be capable of allowing Manager to view the running transaction time for the customer being served
7.10	The Solution shall provide management with the ability to customize messages sent or displayed to customers.
7.11	The Solution shall permit the administrator to establish:
7.11.1	number of examiner stations
7.11.2	Opening time of station
7.11.3	Closing time of station
7.11.4	Maximum service time when service queue will automatically close
7.12	The Solution shall provide the manager with the ability to manually close a service queue
7.13	The Solution shall provide the manager with the ability to move a customer from one queue to another.
7.14	The Solution shall have a mechanism to clear queues at the close of each business day to ensure customers do not receive notifications related to a visit outside of branch business hours
8	**Management Reports and Data Analysis**
8.1	The Solution shall measure and report transactions per day, week, month, and year by user, station and district. The data and report shall show:
8.1.1	Total number of transactions
8.1.2	Average transaction times
8.1.3	Minimum/maximum transaction times
8.2	Measure and report wait times per day, week, month and year by station and district. The data and report will show
8.2.1	Total wait times
8.2.2	Average wait times
8.2.3	Minimum/maximum wait times
8.3	Generate user specific reports based on the following information
8.3.1	Log on/Log off/idle activity of users on the system
8.3.2	Transaction times per hour, day, week, month, year, station, and branch
8.4	Customer report reflecting date of service, time ticket was generated, wait time, transaction time, and the service category
8.5	The Solution shall provide the ability to export data into a CSV file format

8.6	The Solution shall provide on-line, real time viewing and printing of any report at all locations
8.7	The Solution shall provide a dashboard displaying a visual presentation of real-time and historic data for selected stations or districts and category. The dashboard shall reflect:
8.7.1	Current and average customer wait times by queue and/or transaction type
8.7.2	Number of customers waiting by queue
8.7.3	Longest wait times
8.7.4	Actual and average transaction processing time by queue and/or transaction type
8.7.5	Total number of customers serviced
8.7.6	Total number of customer transactions serviced by type
8.7.7	Number of open/closed/servicing Examiner stations
8.7.8	Examiner logged in to a station
8.7.9	Current ticket called for service
8.7.10	Current transaction time of ticket at workstation
8.8	The Solution shall allow managers to set schedules and shall dynamically calculate service time based on set schedules and customers currently in the queue.
8.9	The Solution shall be able to export reports to MS Excel and PDF
8.10	The Solution shall provide the ability to generate daily, weekly, monthly and annual reports as needed
8.11	The Solution shall provide the ability to identify and exclude “walk-outs or no-shows” tickets from certain reports. (i.e. exclude where transaction type less than 30 seconds from reporting or assign a “no-show” status to tickets)
8.12	Authorized users shall have the ability to access dashboards and reports through any internet connected device (tablet, phone, etc.) without being logged onto the State’s network
8.13	The Solution shall have the ability to forecast workloads (number of customers, types of transactions, etc.) either daily, weekly and/or monthly based on historic transactional data from prior periods
9	**General Requirements**
9.1	The Solution shall generate Tickets that include at minimum the Driver Service Center location name, unique ticket number, customer name, current date, time, and category of service requested
9.2	The Solution shall provide the ability to add any wait times together to get a true wait time from issuance to closing of the ticket.
9.3	The Solution shall log and store audit data related to system access, customer visits (Servicing Examiner ID, date/time, etc.) and any administrative actions or configuration changes made to the system by authorized users
9.4	All data that is considered sensitive, PII, shall be encrypted by Solution during transmission as well as at-rest.
9.5	The Solution shall not utilize any proprietary storage format and/or encryption routines that are not readily available for use by State development staff to integrate data with existing and/or new systems.
9.6	The Solution shall not display advertising of any form without prior approval from the State
9.7	The Solution shall notate all customers left in the queue at closing and automatically remove clients from the queue at closing.
9.8	The Solution shall have the ability to configure service priorities specific to a branch office (not all locations provide the same services). Users shall not see services their branch does not provide
9.9	No network, system or application access to external personnel or entities shall be granted without State approval

A.8. Project Management Support. The Contractor shall provide key milestone and activity information for the project in support of the State's implementation schedule through acceptance of Solution. The Contractor shall coordinate with the State on a weekly basis to incorporate changes to the schedule. The Contractor shall provide written status updates on a weekly basis to the State's PMO Project Manager. The Contractor shall analyze deviations from the schedule baseline once it is established, and determine impacts to the overall schedule. In addition to schedule support, the Contractor shall maintain a detailed Work Breakdown Structure ("WBS") for each task and provide an updated schedule weekly to the State's PMO Project Manager. In addition, the Contractor shall identify, assess, document, and track all risks associated with the cost, resource, schedule, and technical aspects of the WBS/Implementation plan. For all risks identified, the Contractor shall analyze and prioritize each risk based on their potential impact to the project. Additionally, the Contractor shall develop a mitigation approach for each risk identified and provide this to the State's PMO Project Manager.

A.9. Construction

The Contractor shall develop and produce the Solution according to the requirements of this Contract.

A.10. Installation

Upon successful completion of Construction of Solution, Contractor shall install and configure the Solution in a test environment approved by the State. Contractor shall continue to install and configure the Solution and any subsequent revisions in the same or similar environments to allow the State to perform acceptance testing.

A.11. Installation Support. The Contractor shall provide Subject Matter Expert ("SME") support during the installation of the Solution. SME support shall include, but is not limited to:

a. Working with the State to determine and document a security architecture appropriate for the Solution integrations
b. Assisting the State in developing processes and procedures appropriate for the Solution
c. Participating in pre and post Implementation meetings
d. Support during implementation to triage any issues

A.12. Testing. The Contractor shall provide a testing platform for the State to be used at any time. This includes implementation, release/patch upgrades, and for State testing of applications with the Solution. In addition to the testing environment, the Contractor shall provide technical support for integration testing, operational testing and evaluations. The Contractor shall provide SME support to ensure successful integration within the testing environment.

Specific testing & evaluation tasks include, but are not limited to:

a. Develop a recommended Test Plan for system and user testing
b. Perform functional and security testing
c. Perform user and acceptance testing (UAT)
d. The Contractor shall provide Information Assurance engineering support to perform test and evaluations of integrated systems testing, identify specific testing requirements with the State, and manage an integrated testing environment.

A.13. User Acceptance Testing

Upon successful completion of Integration, the State shall conduct User Acceptance Testing ("UAT") which is the process of State Subject Matter Experts ("SME") verifying in a test environment that the Solution meets requirements of the Scope of Services of this Contract.

A.14. Deployment, Inspection, and Acceptance Criteria

Upon successful completion of the UAT phase as determined by the State, Contractor and State shall deploy Solution. "Deployment" shall consist of installing the Solution into the production environment.

After Deployment, State will be entitled to inspect and test the Solution to determine if it operates in accordance with, and otherwise conforms to, the Acceptance Criteria. "Acceptance Criteria" means the criteria by which the Solution will be evaluated for purposes of determining acceptance by State, which shall include the functional, technical, design and performance characteristics and other requirements specifically set forth or incorporated by reference in this Contract.

If State determines that the Solution successfully operates in accordance with, and otherwise conforms to, the Acceptance Criteria, then State will notify Contractor that State accepts the Solution ("Acceptance"). If State determines that the Solution does not operate in accordance with, or otherwise conform to, the applicable Acceptance Criteria, then State will provide Contractor, within ten (10) days of completion of the testing phase detailed in this Section, with a notice describing the Defect(s). A "Defect" means a bug, failure, malfunction, or nonconformity in the Solution that prevents the Solution from operating in accordance with the applicable Acceptance Criteria or producing correct results. Contractor will have ten (10) business days following the date it receives State's notice of Defect to correct the Solution, at no additional cost to State. If Contractor delivers a corrected version of the Solution, then State will be entitled to repeat the testing process. If (through no fault of State) Contractor fails to deliver, within the ten(10) day period, a version of the Solution that conforms to the Acceptance Criteria, then State may reject the Solution upon written notice to Contractor, without financial liability or obligation. State shall not be deemed to have accepted a Solution unless State notifies Contractor that the Solution has successfully passed the Acceptance testing by providing the Acceptance notice which the State will do within ten (10) days of completion of Acceptance testing or the Solution shall be deemed accepted. Acceptance of the Solution shall not constitute a waiver of any rights State may have based on Contractor's warranties.

A.15. Solution Support

The Contractor shall provide support coverage Monday through Saturday from 6:00 a.m. central time through 6:00 p.m. Central on all products at no additional cost to the State. The Contractor shall log every contact whether by e-mail or phone. Case files should not be closed without the consent of the State. The Contractor shall provide the State with an escalation management plan.

a. Contractor support shall include but is not limited to the following:

   i. Help Desk support for issues ranging from critical to minor.
   ii. Technical support for integration and testing.
   iii. Incident support for Security related events
   iv. Participation in monthly/quarterly review meetings

b. Support Levels.
   i. The Contractor shall provide support for the Solution that identifies, isolates, and resolves software anomalies and advanced technical issues not capable of being resolved by State.
   ii. Contractor's support shall be responsible for the highest order of technical escalations in support, isolate and escalate software bugs and advanced technical issues.
   iii. Contractor shall coordinate with the State IT support teams their findings and report said findings for the management of these items.

A.16. Training. The State requires that all users of the Solution, which includes Driver Service Center personnel, administrators and support teams, be trained to correctly utilize the Solution. The

Contractor shall be responsible for developing and updating the training material content, as well as providing onsite and remote training, along with associated materials. The remote training shall be hosted by the Contractor and the Contractor shall provide the required content. The State must pre-approve all training materials, including updates, in writing. In addition to any training materials, the Contractor shall also provide user and technical manuals in an electronic format. All master copies of training documentation shall be provided at no additional cost to the State.

a. On-site Technical Training

1. The Contract shall provide On-site Technical Training to State personnel as determined by the State. Technical Training shall mean training for individuals who perform information technology roles for the State or any other individuals that the State deems appropriate to attend this particular training

2. The Contractor shall provide a detailed training plan. The training plan shall have courseware tailored to the roles identified for personnel. At a minimum, the Training Plan shall describe:

    i. The recommended curriculum outline that maps to the defined roles and responsibilities
    ii. How each level of user will be trained to correctly utilize the Solution
    iii. The process for providing course content and content updates for any changes
    iv. The training delivery schedule identifying the training content and delivery dates; these delivery dates shall support the State's implementation schedule.
    v. The format and structure of the end user CBT (computer-based training) online training class, including tracking users who take the class as a pre-requisite for self-registration

3. The training shall address installation, operation, analysis, support, and maintenance of the Solution. Some trainees may be at other locations outside of Nashville and may require other applications for remote classes. The Contractor shall provide training using technology that is compatible with the State's; the Contractor shall not require the State to purchase additional hardware/software in order to receive the training. The relevant State standards are as follows:

    i. The State currently uses Media Site for its Streaming application and Adobe Connect for its Web Collaboration service. The State also has an infrastructure of SIP, H.323 and ISDN video conferencing capabilities using Cisco\Tandberg and Polycom devices. Any of these types of services can be used to administer remote training.

4. All remote training sessions shall be recorded by the Contractor and provided to the State at no additional cost.

b. On-site "Train the Trainer" training:

i. Contractor shall provide training to the State's training personnel on the Solution. The session shall provide State's trainers with the knowledge to teach other State personnel how to properly use the Solution. The training shall cover all Solution features and functionality covered under sections A.3, and the additional mandatory requirements of section A.7. The State shall make available at least one (1) workstation for use by each attendee and one (1) workstation for the instructor.

ii. State shall provide an appropriate training room with workstations referenced in Section A.12.a and at least one LCD projector, a display screen or other appropriate surface to display a projected image, and a white-board space or other ability to take notes and record questions.

iii. Training attendees shall have the responsibility of training the State's end users.

c. Remote Computer Based Training ("CBT")

The Contractor shall host an online CBT for Driver Service Center personnel. This training shall be required for all Driver Service Center personnel and is a pre-requisite for the Driver Service Center personnel to be provisioned with the Solution. The CBT shall be able to report on Driver Service Center personnel to verify completion and give each user a unique identifier to be required for self-registration. The end user CBT shall be available 24x7x365. The Driver Service Center personnel training CBT shall be updated within fifteen (15) business days from a request from the State.

d. The Contractor shall ship all required class materials to the other locations prior to the class. No additional costs shall be incurred by the State for shipping or printing costs.

e. Pursuant to Section A.26, any time after acceptance of the Solution, the State may request additional end user training, technical training, and consulting.

A.19. Service Level Agreements (SLAs).

a. The Contractor shall use the State's Remedy ticketing Solution to track all support requests or Contractor shall provide a State acceptable form of ticketing Solution.

b. If Contractor uses State's Remedy Ticketing Solution, the Contractor shall obtain a sufficient number of Remedy user licenses to ensure efficient responses to, and tracking of, issues and requests that may arise. The Contractor will be charged the monthly usage fee per named user license for access to the State's Remedy system through the Internet at https://myremedy.tn.gov/.

c. Solution Availability: The Solution shall have a minimum monthly network availability factor of 99.98%.

d. Problem Management SLA:

i. Problems are divided into three categories, as follows:

(1) Critical Problem –

a. Problems or issues in the Solution that interrupt or prevent the entire customer population from performing regular business operations; or
b. Problems or issues caused by Solution having a catastrophic impact on regular business operations.

(2) Major Problem –

a. Problems or issues in the Solution that interrupt or prevent a significant percentage of the customer population from performing regular business operations; or
b. Problems or issues caused by the Solution having a major impact on regular business operations.

(3) Minor Problem –

a. Problems or issues in the Solution that interrupt or prevent an individual from performing regular business operations; or
b. Problems or issues having a minor impact on regular business operations.
c. Information requests.
d. Problems with replacement of hardware as set forth in A.8.

ii. For each of the above Problem types, the SLAs for important actions that must be taken to resolve the problem are as follows (each time period shall be construed as "action completed within XX timeframe":

Action	**Critical**	**Major**	**Minor**
Initial entry into ticket work log	10 min	30 min	30 min
Subsequent informational entries into log	30 min	2 hours	4 hours
First Critical Notification I-page (internal)	30 min	N/A	N/A
Subsequent Critical Notifications (internal)	Every hour	N/A	N/A
Time to final resolution of incident	3 hours	5 hours	11 hours

e. Failure to comply with the above SLAs may result in Liquidated Damages (Attachment C) or other remedies

f. Maintenance Window:

During the Solution Implementation Phase, the Contractor and the State shall work together to develop a mutually agreeable Maintenance Window during which time, the Contractor shall be permitted to carry out any necessary changes, which could lead to a partial or total loss of services. During a maintenance window, the service targets and commitments are not applicable. The Contractor shall notify the State of maintenance schedule changes at least two weeks in advance. The State will notify the Contractor of special weekend activities such as major conferences or activities. The Contractor shall notify the State by phone and email for any required emergency outages.

A.20. At no additional cost to the State, the Contractor shall replace defective hardware with functioning hardware within 24 hours of being notified in writing by the State. Defective hardware shall be defined as hardware that malfunctions, does not function, or has required servicing twice within a six (6) month period.

A.21. <u>Change Management.</u>

a. All changes to the Solution shall be reviewed and approved by the State prior to any planned implementation.

b. Documentation of change process shall be provided by Contractor

c. The Contractor shall use the State's Remedy ticketing Solution or other acceptable ticketing to process all change requests.

d. The Contractor shall supply the State with a schedule for releases and patches (monthly/quarterly/yearly). The Contractor shall supply the State with detailed release notes at least three (3) weeks prior to a major release and two (2) weeks prior to a minor release. The Contractor shall coordinate with the State to upgrade the State testing environment with the release/patch at least (2) weeks prior to the release to production.

A.22. Disaster Recovery

The Contractor shall have for the State DSS ("Data Security Standard") a Business Continuity/Disaster Recovery Plan in place, which is updated and tested at least annually and is subject to approval by the State. The Contractor shall be required to provide written evidence of this to the State. This evidence should be in the form of a detailed report describing the date tested, types of systems tested, outcome of tests, and any remedial items that testing may discover.

Regardless of the architecture of its systems, the Contractor shall develop and be continually ready to invoke a business continuity and disaster recovery (BC-DR) plan. The BC-DR plan shall encompass all information systems supporting this Contract. At a minimum the Contractor's BC-DR plan shall address the following scenarios:

a. Central and/or satellite data processing, telecommunications, print and mailing facilities and functions therein, hardware and software are destroyed or damaged;
b. Solution interruption or failure resulting from network, operating hardware, software, communications infrastructure or operational errors that compromise the integrity of transactions that is active in a live system at the time of the outage;
c. Solution interruption or failure resulting from network, operating hardware, software, communications infrastructure or operational errors that compromise the integrity of data maintained in a live or archival system; and
d. Solution interruption or failure resulting from network, operating hardware, software, communications infrastructure or operational errors that does not compromise the integrity of transactions or data maintained in a live or archival system but does prevent access to the system.

The Contractor shall provide the State results of its most recent test of its BC-DR plan at least one (1) month prior to the Solution Deployment date.

The Contractor shall periodically, but no less than annually, test its BC-DR plan through simulated disasters and lower level failures in order to demonstrate to the State that it can restore system functions. The Contractor shall submit an annual BC-DR Results Report to the State.

In the event that the Contractor fails to demonstrate in the tests of its BC-DR plan that it can restore Solution functions per the standards outlined in this Contract, the Contractor shall submit to the State a corrective action plan that describes how the failure will be resolved. The Contractor shall deliver the corrective action plan within ten (10) business days of the conclusion of the test.

In the event of a declared major failure or disaster, as defined in the Contractor's BC-DR plan, the Contractor's critical functionality, needed to perform the services under this contract, shall be restored within forty-eight (48) hours of the failure's or disaster's occurrence. All State data shall remain within the continental United States of America.

The Contractor shall maintain a duplicate set of all records relating to this Solution in electronic medium, usable by the State and the Contractor for the purpose of disaster recovery. Such duplicate records are to be stored at a secure fire, flood, and theft- protected facility located at least 25 miles away from the storage location of the originals. The Contractor shall update duplicate records, at a minimum, on a daily basis and shall retain said records for a period of sixty (60) days from the date of creation. At the end of the term of this Contract or upon notice of termination of this Contract prior to the term date, the Contractor shall convey the original and the duplicate records medium and the information they contain to the State on or before the date of termination.

A.23. Security Certification, Accreditation, Audit.

a. At the State's request, the Contractor shall provide proof of certification, accreditation, or audit on a yearly basis to the State to validate Solution security. (Examples: SAS 70, SSAE 16, SOC 2 / SOC 3, ISO 27001/2.).

b. The Contractor shall represent and warrant that the Software / Application / Network shall be free from all computer viruses, worms, time-outs, time bombs, back doors, disabling devices and other harmful or malicious code intended to or which may damage, disrupt, inconvenience or permit access to the Software user's or another's software, hardware, networks, data or information. If the Contractor is aware of any security incident, vulnerability or other malicious code within their software or network, the Contractor shall immediately disclose this information to the State via telephone and e-mail, as well as identify a timeline to mitigate and eliminate the risk.

A.24. Transition. Upon expiration or termination of this Contract, Contractor shall provide detailed procedures to enable this Contract to transition to State management or management by a third party at no additional cost to the State. Upon expiration or termination of this Contract, Contractor shall work with State under State's management supervision for a period of sixty (60) days, prior to the expiration or termination of this Contract, to ensure the orderly transfer and efficient transition from current Contractor management to State's management (or management by a third party). During this transition period, Contractor shall transfer any and all maintenance records, files, data, and logs to State regarding work performed for State during the Contract Period.

A.25. Exchange, Replacement or Return of Solution Hardware. Contractor shall at any of the following events: transition of Contract, termination of Contract, exchange of Solution hardware or at replacement of Solution hardware verify in writing to State that all PII information contained upon Solution hardware has been erased, deleted, wiped, or otherwise destroyed.

A.26. The State may, at its sole discretion and with written notice to the Contractor, request changes in the Scope that are necessary but were inadvertently unspecified in this Contract.

a. Change Order Creation— After receipt of a written request for additional services from the State, the Contractor shall respond to the State, within a maximum of ten (10) business days, with a written proposal for completing the service. Contractor's proposal must specify:

i. the effect, if any, of implementing the requested change(s) on all other services required under this Contract;

ii. the specific effort involved in completing the change(s);

iii. the expected schedule for completing the change(s);

iv. the maximum number of person hours required for the change(s); and

v. the maximum cost for the change(s)— this maximum cost shall in no instance exceed the product of the person hours required multiplied by the appropriate payment rate proposed for such work.

vi. The Contractor shall not perform any additional service until the State has approved the proposal. If approved, the State will sign the proposal, and it shall constitute a Change Order between the Contract Parties pertaining to the specified change(s) and shall be incorporated, hereby, as a part of this Contract.

b. Change Order Performance— Subsequent to creation of a Change Order, the Contractor shall complete the required services. The State will be the sole judge of the acceptable completion of work and, upon such determination, shall provide the Contractor written approval.

i. Change Order Remuneration— The State will remunerate the Contractor only for acceptable work. All acceptable work performed pursuant to an approved Change Order, without a formal amendment of this Contract, shall be remunerated in accordance with and further limited by Contract Section C.3.c., PROVIDED THAT, the State shall be liable to the Contractor only for the cost of the actual goods or services provided to complete the necessary work, not to exceed the maximum cost for the change detailed in the Change Order. In no instance shall the State be liable to the Contractor for any amount exceeding the maximum cost specified by the Change Order authorizing the goods or services. Upon State approval of the work, the Contractor shall invoice the State in accordance with the relevant provisions of this Contract.

A.27. Warranty. Contractor represents and warrants that throughout the Term of this Contract ("Warranty Period"), the goods or services provided under this Contract shall conform to the terms and conditions of this Contract. Any nonconformance of the goods or services to the terms and conditions of this Contract shall constitute a "Defect" and shall be considered "Defective." If Contractor receives notice of a Defect during the Warranty Period, then Contractor shall correct the Defect, at no additional charge.

a. 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, in conformity with standards generally accepted in Contractor's industry.

b. 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.

c. Contractor grants a perpetual license to the State to use all software provided under this Contract in the course of the State's business and purposes. Contractor shall provide to the State all software upgrades, modifications, bug fixes, or other improvements in its software that it makes generally available to its customers.

B. CONTRACT PERIOD:

This Contract shall be effective on 11/9/2015("Effective Date") and extend for a period of sixty (60) 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 Written Dollar Amount ($Number) ("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:

Services Description	Amount (per compensable increment)
Acceptance of Solution per Small Driver Services Center with no virtual line management(Section A.4.a and A.14)	$ Number per Small Center
Acceptance of Solution per Small Center with virtual line management (Section A.4.a and A.14)	$ Number per Small Center
Acceptance of Solution per Medium Driver Services Center(Section A.4.b and A.14)	$ Number per Medium Center
Acceptance of Solution per Large Driver Services Center(Section A.4.c and A.14)	$ Number per Large Center
"Train the Trainer" Training (Pro Forma Section A.16.b)	$ Number per training class
Technical Training (Pro Forma Section A.16.a)	$ Number per training class
Computer based Training (Pro Forma Section A.16.d)	$ Number per training class

Service Description	Amount (per compensable increment)				
	Year One	Year Two	Year Three	Year Four	Year Five
Individual monitor accepted at a Driver Services Center that has a previously accepted Solution (Section A.4 and A.14)	$ Number per monitor	$ Number per monitor	$ Number per monitor	$ Number per monitor	$ Number per monitor
Individual kiosk accepted at a Driver Services Center that has a previously accepted Solution (Section A.4 and A.14)	$ Number per kiosk	$ Number per kiosk	$ Number per kiosk	$ Number per kiosk	$ Number per kiosk
Individual printer accepted at a Driver Services Center that has a previously accepted Solution (Section A.4 and A.14)	$ Number per printer	$ Number per printer	$ Number per printer	$ Number per printer	$ Number per printer
Individual workstation signage accepted at a Driver Services	$ Number per workstation	$ Number per workstation	$ Number per workstation	$ Number per workstation	$ Number per workstation

Center that has a previously accepted Solution(Section A.3.e, A.4 and A.14)					
Solution in Small Driver Services Center with no virtual line management(Section A.2 and A.4)	$ Number per month	$ Number per month	$ Number per month	$ Number per month	$ Number per month
Solution in Small Driver Services Center with virtual line management(Section A.2 and A.4)	$ Number per month	$ Number per month	$ Number per month	$ Number per month	$ Number per month
Solution in Medium Driver Services Center with virtual line management(Section A.2 and A.4)	$ Number per month	$ Number per month	$ Number per month	$ Number per month	$ Number per month
Solution in Large Driver Services Center with virtual line management(Section A.2 and A.4)	$ Number per month	$ Number per month	$ Number per month	$ Number per month	$ Number per month
Change Orders Training Consultant Hourly Rate (Includes change order related modifications to training materials and additional classroom instructor fees) (Section A.16.e)	$ Number per Hour	$ Number per Hour	$ Number per Hour	$ Number per Hour	$ Number per Hour
Change Orders Technical Consultant Hourly Rate (Includes change order related technical consulting services such as programming and configuration services) (Section A.16.e)	$ Number per Hour	$ Number per Hour	$ Number per Hour	$ Number per Hour	$ Number per Hour

c. The Contractor shall be compensated for changes requested and performed pursuant to Contract Section A.26, without a formal amendment of this contract based upon the payment rates detailed in the schedule below and as agreed pursuant to said Section A.19, PROVIDED THAT compensation to the Contractor for such “change order” work shall not exceed [NUMBER NOT TO EXCEED SEVEN PERCENT (7%) OF THE TOTAL

CONTRACT VALUE OF THE SOLUTION IMPLEMENTATION AND PER TRANSACTION FEES DETAILED IN SECTION C.3.b., ABOVE].If, at any point during the Contract period, the State determines that the cost of necessary "change order" work would exceed said maximum amount, the State may amend this Contract to address the need.

d. The Contractor shall not be compensated for travel time to the primary location of service provision.

e. Only one tier level fee shall be in effect at any one time. The Contractor shall invoice, and the State shall pay, only at the usage level tier in effect for the invoice month in question.

f. The Contract shall compensate the State for any required Remedy named user licenses through a reduction to the relevant monthly State invoice. In the event that no invoices remain, or the invoice amount is insufficient to cover the compensation amount, the Contractor shall pay the compensation amount to the State using a method of the State's choosing.

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

C.5. Invoice Requirements. The Contractor shall invoice the State only for completed increments of service and for the amount stipulated in section C.3, above, and present said invoices no more often than monthly, with all necessary supporting documentation, to:

Sonya Hadley
State of Tennessee Department of Safety and Homeland Security
1144 Foster Ave
Nashville, TN 37210
Phone: (615) 251-5292
Email: Sonya.Hadley@tn.gov

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: TNOSHS: Driver Services
(5) Customer account number (assigned by the Contractor to the above-referenced Customer);
(6) Contractor name;
(7) Contractor Tennessee Edison registration ID number;
(8) Contractor contact for invoice questions (name, phone, or email);
(9) Contractor remittance address;
(10) Description of delivered goods or services provided and invoiced, including identifying information as applicable;
(11) Number of delivered or completed units, increments, hours, or days as applicable, of each good or service invoiced;
(12) Applicable payment methodology (as stipulated in Section C.3.) of each good or service invoiced;
(13) Amount due for each compensable unit of good or service; and
(14) Total amount due for the invoice period.

b. Contractor's invoices shall:

(1) Only include charges for goods delivered or services provided as described in Section A and in accordance with payment terms and conditions set forth in Section C;

(2) Only be submitted for goods delivered or services completed and shall not include any charge for future goods to be delivered or services to be performed;
(3) Not include Contractor's taxes, which includes without limitation Contractor's sales and use tax, excise taxes, franchise taxes, real or personal property taxes, or income taxes; and
(4) Include shipping or delivery charges only as authorized in this Contract.

c. The timeframe for payment (or any discounts) begins only when the State is in receipt of an invoice that meets the minimum requirements of this Section C.5.

C.6. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any payment, invoice, or matter in relation thereto. A payment by the State shall not be construed as acceptance of any part of the work or service 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 theretofore made which are determined by the State, on the basis of audits conducted in accordance with the terms of this Contract, not to constitute proper remuneration for compensable services.

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, which 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 an "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, all payments to the Contractor, under this or any other contract the Contractor has with the State of Tennessee, shall be made by automated clearing house.

b. The Contractor shall complete, sign, and present to the State a "Substitute W-9 Form" provided by the State. The taxpayer identification number in the Substitute W-9 Form must be the same as the Contractor's Federal Employer Identification Number or Tennessee Edison Registration ID.

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:

Director Michael Hogan
Driver Services
Tennessee Department of Safety and Homeland Security
1144 Foster Ave
Nashville, TN 37249
Michael.Hogan@tn.gov
Telephone # 615-251-5140
FAX # 615-253-2092

The Contractor:

Contractor Contact Name & Title
Contractor Name
Address
Email Address
Telephone # Number
FAX # Number

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 A, semi-annually during the Term. If the Contractor is a party to more than one contract with the State, the Contractor may submit one attestation that applies to all contracts with the State. All Contractor attestations shall be maintained by the Contractor and made available to State officials upon request.

b. Prior to the use of any subcontractor in the performance of this Contract, and semi-annually thereafter, during the Term, the Contractor shall obtain and retain a current, written attestation that the subcontractor shall not knowingly utilize the services of an illegal immigrant to perform work under this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant to perform work under this Contract. Attestations obtained from subcontractors shall be maintained by the Contractor and made available to State officials upon request.

c. The Contractor shall maintain records for all personnel used in the performance of this Contract. Contractor's records shall be subject to review and random inspection at any reasonable time upon reasonable notice by the State.

d. The Contractor understands and agrees that failure to comply with this section will be subject to the sanctions of Tenn. Code Ann. § 12-3-309 for acts or omissions occurring after its effective date.

e. For purposes of this Contract, "illegal immigrant" shall be defined as any person who is not: (i) a United States citizen; (ii) a Lawful Permanent Resident; (iii) a person whose physical presence in the United States is authorized; (iv) allowed by the federal Department of Homeland Security and who, under federal immigration laws or

regulations, is authorized to be employed in the U.S.; or (v) is otherwise authorized to provide services under the Contract.

D.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, money, 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 intentional torts, criminal acts, fraudulent conduct, 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 as a result of acts, omissions, or negligence on the part of the Contractor, its employees, or any person acting for or on its or their behalf relating

to this Contract. The Contractor further agrees it shall be liable for the reasonable cost of attorneys 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. HIPAA Compliance. The State and Contractor shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), Health Information Technology for Economic and Clinical Health ("HITECH") Act and any other relevant laws and regulations regarding privacy (collectively the "Privacy Rules"). The obligations set forth in this Section shall survive the termination of this Contract.

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

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

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

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

D.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. Insurance. Contractor shall provide the State a certificate of insurance ("COI") evidencing the coverages and amounts specified below. The COI shall be provided ten (10) business days prior to the Effective Date and again upon renewal or replacement of coverages required by this Contract. If insurance expires during the Term, the State must receive a new COI at least thirty (30) calendar days prior to the insurance's expiration date. If the Contractor loses insurance coverage, does not renew coverage, or for any reason becomes uninsured during the Term, the Contractor shall notify the State immediately.

The COI shall be on a form approved by the Tennessee Department of Commerce and Insurance ("TDCI") and signed by an authorized representative of the insurer. The COI shall list each insurer's national association of insurance commissioners (also known as NAIC) number or federal employer identification number and list the State of Tennessee, Risk Manager, 312 Rosa L. Parks Ave., 3rd floor Central Procurement Office, Nashville, TN 37243 in the certificate holder section. At any time, the State may require the Contractor to provide a valid COI detailing coverage description; insurance company; policy number; exceptions; exclusions; policy effective date; policy expiration date; limits of liability; and the name and address of insured. The Contractor's failure to maintain or submit evidence of insurance coverage is considered a material breach of this Contract.

If the Contractor desires to self-insure, then a COI will not be required to prove coverage. In place of the COI, the Contractor must provide a certificate of self-insurance or a letter on the Contractor's letterhead detailing its coverage, liability policy amounts, and proof of funds to reasonably cover such expenses. Compliance with Tenn. Code Ann. § 50-6-405 and the rules of the TDCI is required for the Contractor to self-insure workers' compensation.
All insurance companies must be: (a) acceptable to the State; (b) authorized by the TDCI to transact business in the State of Tennessee; and (c) rated A- VII or better by A. M. Best. The Contractor shall provide the State evidence that all subcontractors maintain the required insurance or that the subcontractors are included under the Contractor's policy.

The Contractor agrees to name the State as an additional insured on any insurance policies with the exception of workers' compensation (employer liability) and professional liability (errors and omissions) ("Professional Liability") insurance. Also, all policies shall contain an endorsement for a waiver of subrogation in favor of the State.

The deductible and any premiums are the Contractor's sole responsibility. Any deductible over fifty thousand dollars ($50,000) must be approved by the State. 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.
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.

All coverage required shall be on a primary basis and noncontributory with any other insurance coverage or self-insurance carried by the State. The State reserves the right to amend or require additional endorsements, types of coverage, and higher or lower limits of coverage depending on the nature of the work. Purchases or contracts involving any hazardous activity or equipment, tenant, concessionaire and lease agreements, alcohol sales, cyber-liability risks, environmental risks, special motorized equipment, or property may require customized insurance requirements (e.g. umbrella liability insurance) in addition to the general requirements listed below.

The Contractor shall obtain and maintain, at a minimum, the following insurance coverages and policy limits.

a. Commercial General Liability Insurance

    1) The Contractor shall maintain commercial general liability insurance, which shall be written on an Insurance Services Office, Inc. (also known as ISO) occurrence form (or a substitute form providing equivalent coverage) and shall cover liability arising from property damage, premises/operations, independent contractors, contractual liability, completed operations/products, 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 bodily injury/property damage with a combined single limit not less than one million dollars ($1,000,000) per occurrence and two million dollars ($2,000,000) aggregate for bodily injury and property damage, including products and completed operations coverage with an aggregate limit of at least two million dollars ($2,000,000).

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 and employer liability insurance in the amounts required by appropriate state statutes; or

ii. In an amount not less than one million dollars ($1,000,000) including employer liability of one million dollars ($1,000,000) per accident for bodily injury by accident, one million dollars ($1,000,000) policy limit by disease, and one million dollars ($1,000,000) per employee for bodily injury by disease.

2) If the Contractor certifies that it is exempt from the requirements of Tenn. Code Ann. §§ 50-6-101 – 103, then the Contractor shall furnish written proof of such exemption for one or more of the following reasons:

i. The Contractor employees 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

3) 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. Professional Liability Insurance

1) Professional liability insurance shall be written on an occurrence basis. This coverage may be written on a claims-made basis but must include an extended reporting period or "tail coverage" of at least two (2) years after the Term;

2) Any professional liability insurance policy shall have a limit not less than one million dollars ($1,000,000) per claim and two million dollars ($2,000,000) in the aggregate; and

3) If the Contract involves the provision of services by medical professionals, a policy limit not less than two million ($2,000,000) per claim and three million dollars ($3,000,000) in the aggregate for medical malpractice insurance.

D.23. Tennessee Department of Revenue Registration. The Contractor shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 – 608. Compliance with applicable registration requirements is a material requirement of this Contract.

D.24. Debarment and Suspension. The Contractor certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:

a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;

b. have not within a three (3) year period preceding this Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;

c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and

d. have not within a three (3) year period preceding this Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

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

D.25. Force Majeure. "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the Party except to the extent that the non-performing Party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing Party through the use of alternate sources, workaround plans or other means. A strike, lockout or labor dispute shall not excuse either Party from its obligations under this Contract. Except as set forth in this Section, any failure or delay by a Party in the performance of its obligations under this Contract arising from a Force Majeure Event is not a default under this Contract or grounds for termination. The non-performing Party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the Party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Contractor's representatives, suppliers, subcontractors, customers or business apart from this Contract is not a Force Majeure Event under this Contract. Contractor will promptly notify the State of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the State within one (1) day of the inception of the delay) that a Force Majeure Event has occurred, and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Contractor's performance longer than forty-eight (48) hours, the State may, upon notice to Contractor: (a) cease payment of the fees until Contractor resumes performance of the affected obligations; or (b) immediately terminate this Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Contractor will not increase its charges under this Contract or charge the State any fees other than those provided for in this Contract as the result of a Force Majeure Event.

D.26. State and Federal Compliance. The Contractor shall comply with all applicable state and federal laws and regulations in the performance of this Contract.

D.27. Governing Law. This Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. 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 - 407.

D.28. Entire Agreement. This Contract is complete and contains the entire understanding between the Parties relating to its subject matter, including all the terms and conditions of the Parties' agreement. This Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the Parties, whether written or oral.

D.29. Severability. If any terms and conditions of this Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions of this Contract shall not be affected and shall remain in full force and effect. The terms and conditions of this Contract are severable.

D.30. Headings. Section headings of this Contract are for reference purposes only and shall not be construed as part of this Contract.

D.31. Incorporation of Additional Documents. Each of the following documents is included as a part of this Contract by reference. In the event of a discrepancy or ambiguity regarding the Contractor's duties, responsibilities, and performance under this Contract, these items shall govern in order of precedence below:

a. any amendment to this Contract, with the latter in time controlling over any earlier amendments;
b. this Contract with any attachments or exhibits (excluding the items listed at subsections c. through f., below);
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.

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

E.3. Ownership of Software and Work Products.

a. Definitions.

(1) "Contractor-Owned Software," shall mean commercially available software the rights to which are owned by Contractor, including but not limited to commercial "off-the-shelf" software which is not developed using State's money or resources.

(2) "Custom-Developed Application Software," shall mean customized application software developed by Contractor solely for State.

(3) "Rights Transfer Application Software," shall mean any pre-existing application software owned by Contractor or a third party, provided to State and to which Contractor will grant and assign, or will facilitate the granting and assignment of, all rights, including the source code, to State.

(4) "Third-Party Software," shall mean software not owned by the State or the Contractor.

(5) "Work Product," shall mean all deliverables exclusive of hardware, such as software, software source code, documentation, planning, etc., that are created, designed, developed, or documented by the Contractor exclusively for the State during the course of the project using State's money or resources, including Custom-Developed Application Software. If the deliverables under this Contract include Rights Transfer Application Software, the definition of Work Product shall also include such software. Work Product shall not include Contractor-Owned Software or Third-Party Software.

b. Rights and Title to the Software

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

(2) All right, title and interest in and to the Work Product, and to modifications thereof made by State, including without limitation all copyrights, patents, trade secrets and other intellectual property and other proprietary rights embodied by and arising out of the Work Product, shall belong to State. To the extent such rights do not automatically belong to State, Contractor hereby assigns, transfers, and conveys all right, title and interest in and to the Work Product, including without limitation the copyrights, patents, trade secrets, and other intellectual property rights arising out of or embodied by the Work Product. Contractor and its employees, agents, contractors or representatives shall execute any other documents that State or its counsel deem necessary or desirable to document this transfer or allow State to register its claims and rights to such intellectual property rights or enforce them against third parties.

(3) All right, title and interest in and to the Third-Party Software shall at all times remain with the third party, subject to any license granted under this Contract.

c. The Contractor may use for its own purposes the general knowledge, skills, experience, ideas, concepts, know-how, and techniques obtained and used during the course of performing under this Contract. The Contractor may develop for itself, or for others, materials which are similar to or competitive with those that are produced under this Contract.

E.4. 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.5. Intellectual Property. The Contractor agrees to indemnify and hold harmless the State of Tennessee as well as its officers, agents, and employees from and against any and all claims or suits which may be brought against the State concerning or arising out of any claim of an alleged patent, copyright, trade secret or other intellectual property infringement. In any such claim or action brought against the State, the Contractor shall satisfy and indemnify the State for the amount of any settlement or final judgment, and the Contractor shall be responsible for all legal or other fees or expenses incurred by the State arising from any such claim. The State shall give the Contractor notice of any such claim or suit and full right and opportunity to conduct the Contractor's own defense thereof, however, the failure of the State to give such notice shall only relieve Contractor of its obligations under this Section to the extent Contractor can demonstrate actual prejudice arising from the State's failure to give notice. This Section shall not grant the Contractor, through its attorneys, the right to represent the State of Tennessee in any legal matter, as provided inTenn. Code Ann.§ 8-6-106.

E.6. Liquidated Damages.If a violation of the Service Level Agreement in Section A.19. occurs,("Liquidated Damages Event"), the State may assess damages on Contractor ("Liquidated Damages"). The State shall notify the Contractor of amounts to be assessed as Liquidated Damages. The Parties agree that due to the complicated nature of the Contractor's obligations under this Contract it would be difficult to specifically designate a monetary amount for Contractor's failure to fulfill its obligations regarding the Liquidated Damages Event as these amounts are likely to be uncertain and not easily proven. Contractor has carefully reviewed the Liquidated Damages contained in Attachment B and agrees that these amounts represent a reasonable relationship between the amount and what might reasonably be expected in the event of a Liquidated Damages Event, and are a reasonable estimate of the damages that would occur from a Liquidated Damages Event. The Parties agree that the Liquidated Damages represent solely the damages and injuries sustained by the State in losing the benefit of the bargain with Contractor and do not include any injury or damage sustained by a third party. The Contractor agrees that the Liquidated Damages are in addition to any amounts Contractor may owe the State pursuant to the indemnity provision or any other sections of this Contract.

The State is not obligated to assess Liquidated Damages before availing itself of any other remedy. The State may choose to discontinue Liquidated Damages and avail itself of any other remedy available under this Contract or at law or equity.

E.7. Partial Takeover of Contract. The State may, at its convenience and without cause, exercise a partial takeover of any service that the Contractor is obligated to perform under this Contract, including any service which is the subject of a subcontract between Contractor and a third party(a "Partial Takeover"). A Partial Takeover of this Contract by the State shall not be deemed a breach of contract. The Contractor shall be given at least thirty (30) days prior written notice of a Partial Takeover. The notice shall specify the areas of service the State will assume and the date the State will be assuming. The State's exercise of a Partial Takeover shall not alter the Contractor's other duties and responsibilities under this Contract. The State reserves the right to withhold from the Contractor any amounts the Contractor would have been paid but for the State's exercise of a Partial Takeover. The amounts shall be withheld effective as of the date the State exercises its right to a Partial Takeover. The State's exercise of its right to a Partial Takeover of this Contract shall not entitle the Contractor to any actual, general, special, incidental, consequential, or any other damages irrespective of any description or amount

E.8. Unencumbered Personnel.The Contractor shall not restrict its employees, agents, subcontractors or principals who perform services for the State under this Contract from performing the same or similar services for the State after the termination of this Contract, either as a State employee, an independent contractor, or an employee, agent, subcontractor or principal of another contractor with the State.

E.9. 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 instance 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.10. Survival. The terms, provisions, representations, and warranties contained in this Contract which by their sense and context are intended to survive the performance and termination of this Contract, shall so survive the completion of performance and termination of this Contract.

CONTRACTOR LEGAL ENTITY NAME:

CONTRACTORSIGNATURE **DATE**

PRINTED NAME AND TITLE OF CONTRACTORSIGNATORY (above)

DEPARTMENT OF SAFETY AND HOMELAND SECURITY:

BILL GIBBONS, COMMISSIONER **DATE**

ATTESTATION RE PERSONNEL USED IN CONTRACT PERFORMANCE

SUBJECT CONTRACT NUMBER:	
CONTRACTOR LEGAL ENTITY NAME:	
FEDERAL EMPLOYER IDENTIFICATION NUMBER: (or Social Security Number)	

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

CONTRACTOR SIGNATURE

NOTICE: This attestation MUST be signed by an individual empowered to contractually bind the Contractor. If said individual is not the chief executive or president, this document shall attach evidence showing the individual's authority to contractually bind the Contractor.

PRINTED NAME AND TITLE OF SIGNATORY

DATE OF ATTESTATION

ATTACHMENT B

LIQUIDATED DAMAGES / REMEDIES

For any Critical Problem Event that is not resolved within the time frame provided within this Contract, the State may assess a penalty of $500.00 per hour until the Event is resolved ("Liquidated Damages"). For any Major Problem Event that is not resolved within the time frame provided within this Contract, the State may assess a penalty of $250.00 per hour until the Event is resolved. For any Minor Problem Event that is not resolved within the time frame provided within this Contract, the State may assess a penalty of $100.00 per hour until the Event is resolved.

The State may assess Liquidated Damages in the amounts and as set forth herein. The State shall notify the Contractor of amounts to be assessed as Liquidated Damages. The parties agree that due to the complicated nature of the Contractor's obligations under this Contract it would be difficult to specifically designate a monetary amount for relevant damages by Contractor as said amounts are likely to be uncertain and not easily proven. Contractor hereby represents and covenants it has carefully reviewed the Liquidated Damages contained herein and agrees that said amounts represent a reasonable relationship between the amount and what might reasonably be expected to be imposed as damages, and are a reasonable estimate of the damages. The Contractor agrees that the liquidated damage amount is in addition to any amounts Contractor may owe the State pursuant to the indemnity provisions or other provisions of this Contract.

The State is not obligated to assess Liquidated Damages before availing itself of any other remedy.

Liquidated Damages shall not exceed Ten Percent (10%) of the Maximum Liability of this Contract. This cap is comprehensive and not per Event.

Attachment C

State of Tennessee Driver Service Centers*

Small (1-2,000 transactions a month)	**Medium (2,000-3,600 transactions a m**	**Large (3,600-7,000 transactions a month)**
Shelbyville	Clinton	Hart Lane (Nashville)
Cleveland	Maryville	Centennial (Nashville)
Elizabethton	Southeast Reinstatement Center (Nashville	Bonny Oaks (Chattanooga)
Tullahoma	Oakland	Strawberry Plains (Knoxville)
Crossville	Red Bank (Chattanooga)	Columbia
Tn. Towers (Nashville -express station)	Jackson	Clarksville
Dickson	Cookeville	Murfreesboro
Dyersburg	Gallatin	East Shelby Drive (Memphis)
Trenton	Johnson City	Summer Avenue (Memphis)
Greeneville	Lebanon	Franklin
Morristown		
Whiteville		
Savannah		
Paris		
West 40 –Knoxville Reinstatement Center		
Fayetteville		
Jasper		
Athens		
Union City		
Rockwood		
Springfield		
Sevierville		
Millington		
Blountville		
Covington		
McMinnville		
Dresden		

*NOTE……The State reserves the right to delete or add Driver Service Centers at anytime during the life of this Contract.