STATE OF TENNESSEE
Tennessee Wildlife Resources Agency

REQUEST FOR QUALIFICATIONS FOR REMOTE EASY ACCESS LICENSE SYSTEM (REAL)

RFQ # 32801-00662

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1. INTRODUCTION

The State of Tennessee, Tennessee Wildlife Resources Agency, hereinafter referred to as "the State," has issued this Request for Qualifications ("RFQ") to define mandatory goods or services requirements; solicit responses; detail response requirements; and, outline the State's process for evaluating responses and selecting a Respondent for contract award to provide the needed goods or services.

Through this RFQ or any subsequent solicitation, the State seeks to buy the requested 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, the opportunity to do business with the state as contractors or subcontractors.

1.1. Statement of Procurement Purpose

The State intends to secure a contract for the services and administration of a point of sale Remote Easy Access License (R.E.A.L.) system. See RFQ Attachment G, *Pro Forma* Contract, Attachment AI.51. The contract pursuant to this RFQ will run simultaneously with Contract #23485 (the current Contract due to expire on October 31, 2016), with development of the R.E.A.L. System to begin in accordance with Attachment AJ, Implementation Schedule. Payments under the new contract will begin upon successful implementation of the new system and will be made on a transaction (see RFQ Attachment G. *Pro Forma* Contract and Attachment AI.50) basis for work completed after the expiration of the current contract. The existing contract will continue through the development period of the proposed contract.

Note that the proposer must provide all functionality as well as all other related costs, all development costs, equipment costs, and transaction costs described in this RFQ within the fees, transaction costs, and development costs quoted in the cost proposal, unless otherwise described. See RFQ Attachment G Pro Forma Contract, Section C for details. It is assumed that if functionality does not currently exist in an "off-the-shelf" product then the proposer intends to add that functionality.

The Tennessee Wildlife Resources Agency (TWRA) is governed by a commission appointed by the governor. TWRA administers numerous programs as stewards of Tennessee's wildlife and fisheries, their habitats and the ecological process that supports them. These programs are funded primarily by the sale of hunting and fishing licenses. There are approximately 225 license types that are sold using point of sale. Their sale is based on state of residency, age, and activity permitted.

The Tennessee Wildlife Resources Agency sells approximately 1.25 million licenses and permits through 892 license agents and issues harvest tags through 632 checking stations. These license agents are mostly made up of retail sales establishments and county clerks. The Agency also sells licenses in their four regional offices. Some permits and licenses are sold at the Agency only. The total annual sales amount is approximately 33 million dollars. There are also approximately 200,000 harvest records collected each year and 27,000 quota hunt applications processed. The customers purchase the hunting licenses, fishing licenses, and other privileges from the license agents. See Appendix 35. Agents are paid a fee by the purchaser/customer for most licenses sold. The agents are required to have deposited in their bank account, their sales revenue (minus the issuing fee) on a weekly basis to have the Tennessee Treasury withdraw it using ACH (automated clearing house) transactions.

The TWRA processes boat registrations for the State. Approximately 100,000 boat registrations are processed yearly by the TWRA. There are three types of boat registrations that may be completed: new purchases, transfers, and renewals. The new boat owner has the registration form completed at the sales site where information regarding the boat, fee, and personal

identifying data is collected. The registrant may choose to register for one, two or three years. The fee is dependent on the number of years registered and the length of the boat. Thereafter, the boat owner receives a renewal notice from TWRA, which is then taken to a license agent for renewal using point of sale equipment and software. Customers may also use the R.E.A.L. to renew boat registrations by telephone or on the internet.

The TWRA currently sells licenses using four methods. 1) The customer may call a toll free number and use a credit card to order a license, 2) the customer may use the internet and use a credit card, 3) the customer may walk into a TWRA regional office, and 4) the customer may walk into a license agent. In any case, the data will be captured and the database updated. However, in the future, customers who choose purchase via phone will do so through the direct contact with TWRA.

TWRA currently owns approximately 1250 POS devices. It is the intent of the State to lower that number for the new contract. The State will finalize that number after the RFQ process has completed.

State of Tennessee Enterprise Technology Architecture
The Contractor shall provide the services required by this RFQ within the context of the technical environment described by the Enterprise Technology Architecture. The Contractor may request a copy of the architecture by submitting a written request to the RFQ Coordinator listed in RFQ Section 4.1.1.

Tennessee Business Solutions Methodology (TBSM)
The Contractor will develop and implement R.E.A.L. using the State's TBSM. The State has completed the first phase, "scope and feasibility" and partially completed the second phase, "Requirements Definition & Solution Evaluation". The Contractor's portion of the R.E.A.L. Project will begin with finishing the "Requirements Definition & Solution Evaluation" and continue with design, construction, test, and implementation. Interested parties may request a copy of the State's ITM by submitting a written request to the RFQ Coordinator listed in RFQ Section 4.1.1.

1.2. Notice of Intent to Respond

Before the Notice of Intent to Respond Deadline detailed in RFQ § 2, Schedule of Events, potential 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. Filing a Notice of Intent to Respond is not a prerequisite for submitting a response; however, it is necessary to ensure receipt of notices and communications relating to this RFQ.

1.3. Definitions and Abbreviations

Please refer to Pro Forma Contract Attachment AI. Glossary.

2. RFQ SCHEDULE OF EVENTS

The following schedule represents the State's best estimates for this RFQ; however, the State reserves the right, at its sole discretion, to adjust the schedule at any time, or cancel and reissue a similar solicitation. Nothing in this RFQ is intended by the State to create any property rights or expectations of a property right in any Respondent.

EVENT		TIME (Central Time Zone)	DATE (all dates are State business days)
1.	RFQ Issued		October 14, 2015
2.	Disability Accommodation Request Deadline	2:00 p.m.	October 19, 2015
3.	Notice of Intent to Respond Deadline	2:00 p.m.	October 23, 2015
4.	Written "Questions & Comments" Deadline	2:00 p.m.	October 30, 2015
5.	State response to written "Questions & Comments"		November 6, 2015
6.	RFQ Technical Response Deadline	2:00 p.m.	November 20, 2015
7.	State Schedules respondent Oral Presentations (ONLY Respondents who pass Mandatory Requirements)		November 24, 2015
8.	Respondent Oral Presentations	8:00 a.m. – 4:30 p.m.	December 3-7, 2015
9.	State Notice of Qualified Respondents Released		December 10, 2015
10.	RFQ Cost Proposal Deadline (ONLY for Qualified Respondents)	2:00 p.m.	December 18, 2015
11. l	RFQ Negotiations		December 28, 2015 - January 5, 2016
12.	State Evaluation Notice Released		January 7, 2016
13.	Solicitation Files Opened for Public Inspection		January 8, 2016
14.	Respondent Contract Signature Deadline	2:00 p.m.	January 19, 2016
15.	Performance Bond Deadline	4:30 p.m.	February 14, 2016
16.	Anticipated Contract Start Date (anticipated date for contract to be fully executed and vendor to begin work)		February 15, 2016

3. RESPONSE REQUIREMENTS

3.1. **Response Contents**: A response to this RFQ should address the following:

3.1.1. Mandatory Requirements: This section details the mandatory technical, functional, and experience requirements that must be demonstrated in the response to this RFQ in order to be passed on to Phase II of the Technical Response evaluation. A Respondent must duplicate and use RFQ Attachment A as a guide to organize responses for the Mandatory Requirements of the RFQ response. The Respondent should reference the page location of the information within the response in the indicated column of the table. This section is included in the State's evaluation as to whether or not a Respondent meets mandatory qualifications (Phase I).

3.1.2. General Qualifications & Experience: This section is included in the State's evaluation of Phase II of the Technical Response Evaluation and details general information and qualifications that must be demonstrated in the response to this RFQ. A Respondent must duplicate and use RFQ Attachment B as a guide to organize responses for this portion of the RFQ response. The Respondent should reference the page location in the information within the response in the indicated column of the table.

3.1.3. Technical Qualifications, Experience & Approach: This section is also included in the State's evaluation of Phase II of the Technical Response Evaluation and details technical qualifications, experience, and approach items that must be demonstrated in the response to this RFQ. A Respondent must duplicate and use RFQ Attachment C as a guide to organize responses for this portion of the RFQ response. The Respondent should reference the page location in the information within the response in the indicated column of the table.

3.1.4. Cost Proposal: ***For Qualified Respondents only***

3.1.4.1. This section only applies to those respondents identified as being Qualified. See RFQ § 2, Schedule of Events, "State Notice of Qualified Respondents Released."

3.1.4.2. If included as part of this solicitation, then the Cost Proposal must be recorded on an exact duplicate of RFQ Attachment D, Cost Proposal & Evaluation Guide. Any response that does not follow the instructions included in RFQ Attachment D may be deemed nonresponsive.

3.1.4.3. A Respondent must only record the proposed cost exactly as required by the RFQ Attachment D, Cost Proposal & Evaluation Guide and must NOT record any other rates, amounts, or information.

3.1.4.4. The proposed cost shall incorporate ALL costs for services under the contract for the total contract period.

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

3.1.4.6. A Respondent must submit the Cost Proposal to the State in a sealed package separate from the Technical Response.

3.2. **Response Delivery Location**

A Respondent must ensure that the State receives a Response to this RFQ no later than the Response Deadline time and dates detailed in the RFQ § 2, Schedule of Events. All responses must be delivered to:

Amber O'Connell
3rd Floor, WRS Tennessee Tower
312 Rosa L. Parks Ave
Nashville, TN 37243
615-253-7817
Amber.OConnell@tn.gov

3.3. **Response Format**

3.3.1. A Respondent must ensure that the original response meets all form and content requirements detailed within this RFQ.

3.3.2. A Respondent must submit original response documents and copies as specified below.

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

"RFQ #32801-00662 TECHNICAL RESPONSE ORIGINAL"

and five (5) 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:

"RFQ #32801-00662 TECHNICAL RESPONSE COPY"

The digital copies should not include copies of sealed customer references or cost information in the general and technical evaluation phase. However, any other discrepancy between the paper response document and digital copies may result in the State rejecting the response as nonresponsive.

3.3.2.2. Cost Proposal: ***For Qualified Respondents only***
One (1) original Cost Proposal paper document labeled:

"RFQ #32801-00662 COST PROPOSAL ORIGINAL"

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

"RFQ #32801-00662 COST 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.

3.4. **Response Prohibitions:** A response to this RFQ shall not:

3.4.1. Restrict the rights of the State or otherwise qualify the response to this RFQ;

3.4.2. Include, for consideration in this procurement process or subsequent contract negotiations, incorrect information that the Respondent knew or should have known was materially incorrect;

3.4.3. Include more than one response, per Respondent, to this RFQ;

3.4.4. Include any information concerning costs (in specific dollars or numbers) associated with the Technical Response;

3.4.5. Include the respondent's own contract terms and conditions (unless specifically requested by the RFQ); or

3.4.6. Include the respondent as a prime contractor while also permitting one or more other respondents to offer the respondent as a subcontractor in their own responses.

3.4.7. Provide an oral presentation to exceed 4 hours in length including time for questions. A topic outline will be provided with the oral presentation invitation.

3.5. Response Errors & Revisions

A Respondent is responsible for any and all errors or omissions in its response to this RFQ. A Respondent will not be allowed to alter or revise its response after the Response Deadline time and dates as detailed in RFQ § 2, Schedule of Events, unless such is formally requested in writing by the State (e.g., through a request for clarification, etc.).

3.6. Response Withdrawal

A Respondent may withdraw a response at any time before the Response Deadline time and date as detailed in RFQ § 2, Schedule of Events, by submitting a written signed request by an authorized representative of the Respondent. After withdrawing a response, a Respondent may submit another Response at any time before the Response Deadline time and date as detailed in RFQ § 2, Schedule of Events.

3.7. Response Preparation Costs

The State will not pay any costs associated with the preparation, submittal, or presentation of any response. Each Respondent is solely responsible for the costs it incurs in responding to this RFQ.

4. GENERAL INFORMATION & REQUIREMENTS

4.1. Communications

4.1.1. Respondents shall reference RFQ 32801-00662 in all communications relating to this solicitation, and direct any such communications to the following person designated as the Solicitation Coordinator:

Amber O'Connell
3rd Floor, WRS Tennessee Tower
312 Rosa L. Parks Ave
Nashville, TN 37243
615-253-7817
Amber.OConnell@tn.gov

The State will convey all official responses and communications related to this RFQ to the potential respondents from whom the State has received a Notice of Intent to Respond (refer to RFQ Section 1.2.).

4.1.2. Potential respondents with a handicap or disability may receive accommodation relating to the communication of this RFQ and participating in the RFQ process. Potential respondents may contact the RFQ Coordinator to request such reasonable accommodation no later than the Disability Accommodation Request Deadline detailed in RFQ § 2, Schedule of Events.

4.1.3. **Unauthorized contact about this RFQ with other employees or officials of the State of Tennessee may result in disqualification from contract award consideration.**

4.1.4. Notwithstanding the foregoing, potential Respondents may also contact the following as appropriate:

4.1.4.1. Staff of the Governor's Office of Diversity Business Enterprise may be contacted for assistance with respect to available minority-owned, woman-owned, Tennessee service-disabled veteran-owned, and small business enterprises as well as general public information relating to this request; or

4.1.4.2. 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:

Helen Crowley
3rd Floor, WRS Tennessee Tower
312 Rosa L. Parks Ave
Nashville, TN 37243
615-741-3836
Helen.Crowley@tn.gov

4.2. 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 solicitation or in the employment practices of the Vendor on the grounds of handicap or disability, age, race, color, religion (subject to *Tennessee Code Annotated,* Sections 4-21-401 and 405), sex, national origin, or any other classification protected by federal, Tennessee state constitutional, or statutory law.

The Vendor pursuant to this solicitation shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

4.3. **Conflict of Interest**

4.3.1. The State may not consider a proposal from an individual who is, or within the past six (6) months has been, a State employee. For these purposes,

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

4.3.1.2. A contract with or a proposal 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

4.3.1.3. A contract with or a proposal from a company, corporation, or any other contracting entity that employs an individual who is, or within the past six 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.

4.3.2. This RFQ is also subject to *Tennessee Code Annotated*, Section 12-4-101.

4.4. **Respondent Required Review & Waiver of Objections**

4.4.1. Each potential respondent must carefully review this RFQ, including but not limited to, attachments, the RFQ Attachment G, *pro forma* Contract, and any amendments for questions, comments, defects, objections, or any other matter requiring clarification or correction (collectively called “questions and comments”).

4.4.2. Any potential respondent having questions and comments concerning this RFQ must provide such in writing to the State no later than the written “Questions & Comments Deadline” detailed in RFQ § 2, Schedule of Events.

4.4.3. Protests based on any objection 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.”

4.5. **Disclosure of Response Contents**

4.5.1. All materials submitted to the State in response to this solicitation become property of the State of Tennessee. Selection for award does not affect this right. By submitting a response, a Respondent acknowledges and accepts that the full contents and associated documents submitted in response to this request will become open to public inspection. Refer to RFQ § 2, Schedule of Events.

4.5.2. The RFQ responses will be available for public inspection only after the completion of evaluation of the RFQ or any resulting solicitation which this RFQ becomes a part of, whichever is later.

4.6. **Notice of Professional Licensure, Insurance, and Department of Revenue Registration Requirements**

4.6.1. 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 part of a response to this RFQ, shall be properly licensed to render such opinions.

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

4.6.3. Before the Contract resulting from this RFQ is signed, the apparent successful Respondent must provide a valid, Certificate of Insurance indicating current insurance coverage meeting minimum requirements as may be specified by the RFQ.

4.6.4. Before the Contract resulting from this RFQ is signed, the apparent successful Respondent must be registered with the Department of Revenue for the collection of Tennessee sales and use tax. The State shall not approve a contract unless the Respondent provides proof of such registration. The foregoing is a mandatory requirement of an award of a contract pursuant to this solicitation.

4.7. RFQ Amendments & Cancellation

4.7.1. The State reserves the right to amend this RFQ at any time, provided that it is amended in writing. However, prior to any such amendment, the State will consider whether it would negatively impact the ability of potential respondents to meet the deadlines and revise the RFQ Schedule of Events if deemed appropriate. If a RFQ amendment is issued, the State will convey it to potential respondents who submitted a Notice of Intent to Respond (refer to RFQ § 1.2). A response must respond, as required, to the final RFQ (including its attachments) as may be amended.

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

4.8. State Right of Rejection

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

4.8.2. The State may deem as nonresponsive and reject any proposal that does not comply with all terms, conditions, and performance requirements of this RFQ. Notwithstanding the foregoing, the State reserves the right to seek clarifications or to waive, at its sole discretion, a response's minor variances from full compliance with this RFQ. If the State waives variances in a response, such waiver shall not modify the RFQ requirements or excuse the Respondent from full compliance with such, and the State may hold any resulting vendor to strict compliance with this RFQ.

4.8.3. The State will review the response evaluation record and any other available information pertinent to whether or not each respondent is responsive and responsible. If the evaluation team identifies any respondent that appears <u>not</u> to meet the responsive and responsible thresholds such that the team would not recommend the respondent for potential contract award, this determination will be fully documented for the record. ("Responsive" is defined as submitting a response that conforms in all material respects to the RFQ. "Responsible" is defined as having the capacity in all respects to perform fully the contract requirements, and the integrity and reliability which will assure good faith performance.)

4.9. Assignment & Subcontracting

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

4.9.2. If a Respondent intends to use subcontractors, the response to this RFQ must specifically identify the scope and portions of the work each subcontractor will perform (refer to RFQ Attachment B, Item B.14.).

4.9.3. Subcontractors identified within a response to this RFQ 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.

4.9.4. The Contractor resulting from this RFQ may only substitute another subcontractor for a proposed subcontractor at the discretion of the State and with the State's prior, written approval.

4.9.5. Notwithstanding any State approval relating to subcontracts, the Contractor resulting from this RFQ will be the prime contractor and will be responsible for all work under the Contract.

4.10. **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 RFQ process.

5. PROCUREMENT PROCESS & CONTRACT AWARD

5.1. The complete vendor selection will be a two-part process: (1) Qualification of Technical Responses; and (2) Evaluation of Cost Proposals. Any contract award is subject to successful contract negotiation.

5.2. Qualification of Technical Responses: Technical Responses will be short-listed for further evaluation, analysis or negotiation if they are apparently responsive, responsible, and within the competitive range. A Technical Response will be deemed within the competitive range based on the following criterion:

The Technical Response score must attain a combined score of 455. This minimum score threshold represents a score of 70%.

Phase I: The State will evaluate the Mandatory Requirements set forth in RFQ Attachment A on a pass/fail basis.

Phase II: Following the Phase I evaluation, the State will apply a standard equitable evaluation model, which will represent a qualitative assessment of each response. Each response will be scored by Evaluation Team members according to the Technical Response & Evaluation Guides (See RFQ Attachments B & C).

The Solicitation Coordinator will total the average score from the evaluation team for each responsive and responsible Respondent's Technical Response Points for RFQ Attachments B & C to determine which of the Respondents are considered Qualified and within the competitive range. The State may invite those who passed the Phase I evaluation to give oral presentations to the State. The qualitative assessment of each Respondent will include the information derived from the oral presentations.

5.2.1. The Solicitation Coordinator will invite each Respondent, who is apparently responsive and responsible, to make an oral presentation.

5.2.1.1. The Solicitation Coordinator will schedule Respondent presentations during the period indicated by the RFQ 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 RFQ Section 2, Schedule of Events.

5.2.1.2. 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.

5.2.1.3. 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 RFQ Attachments A, B, and C, Technical Response & Evaluation Guide. Respondent pricing shall not be discussed during oral

presentations. Evaluators may adjust Respondents' Technical Response scores based on Oral Presentations.

5.2.1.4. 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.

5.3. Cost Proposals: If included as part of this solicitation then only Qualified Respondents, that are responsive and responsible and in the competitive range, will continue onto Part Two, Cost Proposal evaluation. The Cost Proposal containing the lowest cost will receive the maximum number of points per each section. See RFQ Attachment D, Cost Proposal & Evaluation Guide.

5.4. Clarifications and Negotiations: The State reserves the right to award a contract on the basis of initial responses received; therefore, each response should contain the respondent's best terms from a technical and cost standpoint. However, the State reserves the right to conduct clarifications or negotiations with respondents. All communications, clarifications, and negotiations shall be conducted in a manner that supports fairness in response improvement.

5.4.1. 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 round(s). Each clarification sought by the State may be unique to an individual respondent.

5.4.2. Negotiations: The State may elect to negotiate with Qualified Respondents, within the competitive range, by requesting revised responses, negotiating costs, or finalizing contract terms and conditions. The State reserves the right to conduct multiple negotiation rounds

5.4.2.1. Cost Negotiations: All responsive respondents within the competitive range 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 meet or beat target prices, but will not be allowed to increase prices.

5.4.2.2. If the State determines costs and contract finalization discussions and negotiations are not productive, the State reserves the right to bypass the apparent best evaluated Respondent and enter into contract negotiations with the next apparent best evaluated Respondent.

5.5. Evaluation Guide

The State will consider qualifications, experience, technical approach, and cost (if applicable) in the evaluation of responses and award points in each of the categories detailed below. The maximum evaluation points possible for each category are detailed below.

Evaluation Category	Maximum Points Possible
Mandatory Requirements (refer to RFQ Attachment A)	Pass/Fail
General Qualifications, Experience, Technical Qualifications, Experience & Approach (refer to RFQ Attachment B)	**200**
Technical Qualifications, Experience & Approach (refer to RFQ Attachment C)	**450**
Technical Approach, Section C.1	26
Technical Approach, Section C.2	17
Technical Approach, Section C.3	22
Technical Approach, Section C.4	26
Technical Approach, Section C.5	22
Technical Approach, Section C.6	22
Technical Approach, Section C.7	22
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Technical Approach, Section C.15	2
Technical Approach, Section C.16	2
Technical Approach, Section C.17	2
Technical Approach, Section C.18	2
Technical Approach, Section C.19	8
Technical Approach, Section C.20	5
Technical Approach, Section C.21	22
Technical Approach, Section C.22	15
Technical Approach, Section C.23	5
Technical Approach, Section C.24	4
Technical Approach, Section C.25	2
Technical Approach, Section C.26	24
Technical Approach, Section C.27	24
Cost Proposal (refer to RFQ Attachment D)	**350**
Transaction Cost Proposal D.1	280
Convenience Fee Proposal D.2	50
Change Order Cost Proposal D.3	20

5.6. Contract Award

5.6.1. The Solicitation Coordinator will submit the Evaluation Team determinations and response scores to the head of the contracting agency, or the agency head's designee, for consideration along with any other relevant information that might be available and pertinent to contract award.

5.6.2. The contracting agency head, or the agency head's designee, will determine the apparent best-evaluated response. (To effect a contract award to a Respondent other than the one receiving the highest evaluation score, the head of the contracting agency must provide written justification and obtain written approval of the Chief Procurement Officer and the Comptroller of the Treasury.)

5.6.3. The State reserves the right to make an award without further discussion of any response.

5.6.4. The State will issue an Evaluation Notice and make the RFQ files available for public inspection at the time and date specified in the RFQ §2, Schedule of Events.

NOTICE: The Evaluation Notice shall not create rights, interests, or claims of entitlement in either the Respondent identified as the apparent best evaluated or any other Respondent.

5.6.5. The Respondent identified as offering the apparent best-evaluated must sign a contract drawn by the State pursuant to this RFQ. The contract shall be substantially the same as the RFQ Attachment G, *pro forma* contract. The Respondent must sign said contract no later than the Respondent Contract Signature Deadline detailed in RFQ § 2, Schedule of Events. If the Respondent fails to provide the signed contract by the deadline, the State may determine the Respondent is non-responsive to this RFQ and reject the response.

5.6.6. 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 evaluation or negatively impact the competitive nature of the RFQ and vendor selection process.

5.6.7. If the State determines that a response is nonresponsive 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.

ATTACHMENT A

TECHNICAL RESPONSE & EVALUATION GUIDE

All Respondents must address all items detailed below and provide, in sequence, the information and documentation as required (referenced with the associated item references). All Respondents must also detail the response page number for each item in the appropriate space below.

The Solicitation Coordinator will review all responses 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 Evaluation Team must review the responses and attach a written determination. In addition to the Mandatory Requirement Items, the Solicitation Coordinator will review each response for compliance with all RFQ requirements.

RESPONDENT LEGAL ENTITY NAME:			
Response Page # (Respondent completes)	**Item Ref.**	**Section A— Mandatory Requirement Items**	**Pass/Fail**
		The Technical Response must be delivered to the State no later than the Technical Response Deadline specified in the RFQ § 2, Schedule of Events.	
		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.	
		A Respondent must not submit multiple responses in different forms (as a prime and a subcontractor).	
	A.1.	Provide the Statement of Certifications and Assurances (RFQ Attachment E) completed and signed by an individual empowered to bind the Respondent to the provisions of this RFQ 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 perform work 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 vendors with which the Respondent has done business written in the form of standard business letters, signed, and dated within the past three (3) months.	

RESPONDENT LEGAL ENTITY NAME:			
Response Page # (Respondent completes)	**Item Ref.**	**Section A— Mandatory Requirement Items**	**Pass/Fail**
	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 positive credit rating for the Respondent (NOTE: A credit bureau report number without the full report is insufficient and will not be considered responsive.)	
	A. 6.	Provide the Respondent's most recent independent audited or reviewed financial statements. Said independent audited financial statements must: (1) reflect an audit period for a fiscal year ended within the last 36 months (2) be prepared with all monetary amounts detailed in United States currency; (3) be prepared under United States Generally Accepted Accounting Principles (US GAAP); (4) include: the auditor's opinion letter; financial statements; and the notes to the financial statements; and (5) be deemed, in the sole discretion of the State to reflect sufficient financial stability to undertake the subject agreement with the State. NOTES: All persons, agencies, firms, or other entities that provide opinions regarding the Respondent's financial status must be properly licensed to render such opinions. The State may require the Respondent to submit proof of such licensure detailing the state of licensure and licensure number for each person or entity that renders the opinions.	
	A.7	Provide a statement confirming that, if awarded a contract pursuant to this RFQ, the Respondent shall deliver a Performance Bond to the State in accordance with the requirements of this RFQ. The statement must be signed by an individual with legal authority to bind the proposing entity to the provisions of this RFQ and any contract awarded pursuant to it.	
State Use – RFQ Coordinator Signature, Printed Name & Date:			

ATTACHMENT B

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. 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 performing the goods or services required by this RFQ.
	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 sales 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, proposed to provide work on a contract pursuant to this RFQ, 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 RFQ 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 RFQ. 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 such licensure detailing the state of licensure and licensure number for each person or entity that renders such opinions.

RESPONDENT LEGAL ENTITY NAME:		
Response Page # (Respondent completes)	**Item Ref.**	**Section B— General Qualifications & Experience Items**
	B.10.	Provide a statement of whether there is 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 RFQ. 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 such licensure detailing the state of licensure and licensure number 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 RFQ (*e.g.*, prior experience, training, certifications, resources, program and quality management systems, *etc.*).
	B.12.	Provide a narrative description of the proposed contract team, its members, and organizational structure along with an organizational chart identifying the key people who will be assigned to provide the goods or services required by this RFQ, illustrating the lines of authority, and designating the individual responsible for the completion of each task and deliverable of the RFQ.
	B.13.	Provide a personnel roster listing the names of key people who the Respondent will assign to perform tasks required by this RFQ along with the estimated number of hours that each individual will devote to the required tasks. 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 accomplish the work required by this RFQ, 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 work 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 RFQ.
	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; (ii) contractor name and ownership characteristics (*i.e.*, ethnicity, gender, Tennessee service-disabled); and (iii) contractor contact name and telephone number.

RESPONDENT LEGAL ENTITY NAME:		
Response Page # (Respondent completes)	**Item Ref.**	**Section B— General Qualifications & Experience Items**
		(c) Estimated Participation. 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 RFQ. 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 NOT 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. 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 at https://tn.diversitysoftware.com/FrontEnd/StartCertification.asp?TN=tn&XID=9810 for more information.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-year period. If so, provide the following information for all current and completed contracts: (a) the name, title, telephone number and e-mail address of the State contact responsible for the contract at issue; (b) the name of the procuring State agency; (c) a brief description of the contract's specification for goods or scope of services; (d) the contract term; 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 responsive to Section B.16 of this RFQ.
	B.17.	Provide customer references from individuals who are not current or former State employees for projects similar to the goods or services sought under this RFQ and which represent: ▪ two (2) accounts Respondent currently services that are similar in size to the State; and ▪ three (3) completed projects. References from at least three (3) different individuals are required to satisfy the

RESPONDENT LEGAL ENTITY NAME:		
Response Page # (Respondent completes)	**Item Ref.**	**Section B— General Qualifications & Experience Items**
		requirements above, e.g., an individual may provide a reference about a completed project and another reference about a currently serviced account. The standard reference questionnaire, which must be used and completed is provided at RFQ Attachment F. References that are not completed as required may be deemed nonresponsive and may not be considered. The Respondent will be solely responsible for obtaining fully completed reference questionnaires and including them in the sealed Technical Response. In order to obtain and submit the completed reference questionnaires, follow the process below: (a) Add the Respondent's name to the standard reference questionnaire at Attachment F, and make a copy for each reference. (b) Send a reference questionnaire and a new, standard #10 envelope to each reference. (c) Instruct the reference to: (i) complete the reference questionnaire; (ii) sign and date the completed reference questionnaire; (iii) seal the completed, signed, and dated reference questionnaire within the envelope provided; (iv) sign his or her name in ink across the sealed portion of the envelope; and (v) return the sealed envelope 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

RESPONDENT LEGAL ENTITY NAME:		
Response Page # (Respondent completes)	**Item Ref.**	**Section B— General Qualifications & Experience Items**
		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.
	B.19.	The State is amenable to making changes to RFQ Attachment G, *pro forma* contract. The State will take all reasonable suggested alternative or supplemental contract language changes by Respondents under advisement during the evaluation and post award processes, subject to any mandates or restrictions imposed on the State by applicable state or federal law. The State, however, recommends that Respondents include with their response any alternative or supplemental suggested contract language that a Respondent would propose. Clearly indicate, by providing a "red-line" of RFQ Attachment G, *pro forma* contract, all suggested alternative or supplemental contract language. Do **not** include any exceptions or changes that (1) contradict a Federal requirement or a Mandatory Requirement, or (2) push back any deadlines.
SCORE *(for all Section B— Qualifications & Experience Items above)*: *(maximum possible score = 200)*		
State Use – Evaluator Identification:		

ATTACHMENT C.1

TECHNICAL RESPONSE & EVALUATION GUIDE

SECTION C: TECHNICAL QUALIFICATIONS, EXPERIENCE & APPROACH. The Respondent should explain its approach to providing goods or services to the State. The items listed below represent specific questions the State would request you answer in your response. For ease of review, please annotate your explanation so that it contains references to the items listed below where they are addressed. Respondent should not feel constrained to answer only the specific questions listed below in its explanation and should feel free to provide attachments if necessary in an effort to provide a more thorough response.

The Evaluation Team, made up of three (3) 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 scores 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.1.1	Respondent's plan to conduct and to comply with requests resulting from walk-thru sessions with State staff. Proposers plan to comply with State policy and standards. Attachment A.1.A.1 and Appendix 1		1	
	C.1.2	Respondent's plan to modify system analysis specifications as needed. Attachment A.1.A.2 and Appendix 1		1	
	C.1.3	Respondent's solution and description to provide information regarding necessary system changes and to document all modifications. Attachment A.1.A.3 and Appendix 1		1	
	C.1.4	Respondent's solution and description to provide a draft Project Management Plan and preliminary Work Plan. Also, the Proposer's ability to develop a Project Management Plan and maintain it throughout the project. Attachment A.1.A.4 and Appendix 1		1	
	C.1.5	Respondent's plan to prepare a quality assurance plan. Attachment A.1.A.5 and Appendix 1		1	
	C.1.6	Respondent's plan to prepare project-reporting procedures, to prepare change control procedures, and to prepare problem reporting control plan. Attachment A.1.A.6 and Appendix 1		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**
	C.1.7	Respondent's plan to provide draft methodology and development tools strategy. Proposer's plan to demonstrate a focus on the tasks, techniques, and deliverables needed to produce and maintain a working system. Proposer's plan to conduct a walk-through of the strategy with State management and technical teams from the TWRA. Attachment A.1.A.7 and Appendix 1		1	
	C.1.8	Respondent's plan to prepare and maintain the Human Resources. Attachment A.1.A.8 and Appendix 1		1	
	C.1.9	Respondent's plan to prepare and maintain the Risk Management Plan. Attachment A.1.A.9 and Appendix 1		1	
	C.1.10	Respondent's plan to prepare the deliverables of the Planning Phase. Attachment A.1.C and Appendix 1		1	
	C.1.11	Respondent's plan to maintain the Project Management Plan. Attachment A.2.A.1 and Appendix 1		1	
	C.1.12	Respondent's plan to complete analysis enhancement through the Design Phase. Attachment A.2.A.2 and Appendix 1		1	
	C.1.13	Respondent's plan to construct a system overview. Attachment A.2.A.3 and Appendix 1		1	
	C.1.14	Respondent's plan to complete the system design or design modifications. Attachment A.2.A.4 and Appendix 1		1	
	C.1.15	Respondent's plan to develop the Test Management Plan. Attachment A.2.A.5 and Appendix 1		1	
	C.1.16	Respondent's solution to develop the conversion process. Attachment A.2.A.6 and Appendix 1		1	
	C.1.17	Respondent's plan to develop an Installation Strategy. Attachment A.2.A.7 and Appendix 1		1	
	C.1.18	Respondent's approach to meeting training strategy for both agents and TWRA staff.		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**
		Attachment A.2.A.8 and Appendix 1			
	C.1.19	Respondent's plan to prepare the deliverables in the Design Phase. Attachment A.2.C and Appendix 1		1	
	C.1.20	Respondent's plan to implement each functional area of the system. Attachment A.3.A and Appendix 1		1	
	C.1.21	Respondent's plan to provide application software that will satisfy the system requirements and to test the software with unit, integration, system, and acceptance tests. Attachment A.3.B and Appendix 1		1	
	C.1.22	Respondent's plan to build upon the Test Management Plan, with details necessary to guarantee thorough testing at unit, integration, regression, system & user acceptance test levels. Attachment A.3.C and Appendix 1		1	
	C.1.23	Respondent's plan to develop a detailed Conversion Plan, including all conversion procedures, & all appropriate conversion programs identified during system design. Attachment A.3.D and Appendix 1		1	
	C.1.24	Respondent's plan to train State testing staff and to develop an Implementation Plan, TWRA staff users' manuals for POS, administrative online screens, and WEB POS and quick reference users' card. Attachment A.3.E and Appendix 1		1	
	C.1.25	Respondent's plan to maintain the Project Management Plan during the Testing Phase. Attachment A.3.F.1 and Appendix 1		1	
	C.1.26	Respondent's plan to develop or provide software, and prepare test plans for the system according to State requirements. Attachment A.3.F.2 and Appendix 1		1	
	C.1.27	Respondent's plan to develop and complete all phases of testing as required by the State. Attachment A.3.F.3 and Appendix 1		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**
	C.1.28	Respondent's solution to write a detailed Conversion Plan and all procedures and programs necessary to complete the plan. Attachment A.3.F.4 and Appendix 1		1	
	C.1.29	Respondent's solution to develop the Implementation Plan. This ability should be demonstrated in the Proposer's statement of experience. Attachment A.3.F.5 and Appendix 1		1	
	C.1.30	Respondent's plan to prepare the deliverables for the programming and testing phase. Attachment A.3.H and Appendix 1		1	
	C.1.31	Respondent's plan to complete all initial training of agent users, Agency information systems staff, and Agency business staff. Proposer's plan to complete the preparation of the training material identified as a part of the training strategy and documented in the training plan. Proposer's plan to conduct the training sessions based on the refined schedule and staff identified in the training plan. Proposer's plan to provide initial and follow-up training in Nashville for TWRA staff. Attachment A.4.A – Attachment A.4.E and Appendix 1		1	
	C.1.32	Respondent's plan to develop training curricula for initial TWRA user staff and agent users, to develop training curricula for technical (information systems) staff in use, ad hoc reporting technique and systems oversight, to develop all student classroom materials, to conduct and validate training, to ensure training is completed prior to implementation for all affected TWRA staff and agents, to prepare a report of training effectiveness and validity, to maintain the Project Management Plan, to develop business user staff training materials, to develop technical staff training materials, to develop business staff user manuals, and to develop an agent user procedure		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**
		manual and quick reference card. Attachment A.4.F and Appendix 1			
	C.1.33	Respondent's plan to produce the deliverables during the training phase. Attachment A.4.H and Appendix 1		1	
	C.1.34	Respondent's overall plan for the implementation phase. Proposer's plan to implement the system. Proposer's solution to install the system and to conduct operational and evaluation tests. Proposer's plan to fulfill the Contractor's responsibilities during the implementation phase and to understand the State's responsibilities. Proposer's solution to provide deliverables for implementation phase. Attachment A.5 and Appendix 1		1	
	C.1.35	Respondent's plan to prepare an Acceptance/Wrap-Up Plan, prepare a System Completion Plan, and produce the deliverables during the acceptance/wrap-up phase. Attachment A.6 and Appendix 1		1	
	C.1.36	Respondent's plan to resolve encountered problems within the specified times. Attachment A.7 and Appendix 1		1	
	C.1.37	Respondent's plan to create and maintain a Project Management Plan. Attachment B.1.A and Appendix 2		1	
	C.1.38	Respondent's plan to provide project management deliverables through the State's standard management tool. Attachment B.1.B and Appendix 2		1	
	C.1.39	Respondent's plan to manage staff and avoid changes in key staff without approval of the State. Attachment B.1.C and Appendix 2		1	
	C.1.40	Respondent's plan to provide system within the State's time frame. Attachment B.2 and Appendix 2		1	
	C.1.41	Respondent's plan to work within the defined management provided by the		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**
		State and the intent of the Proposer to provide adequate staff to complete the project in the required timeline. Attachment B.3 and Appendix 2			
	C.1.42	Respondent's plan to appoint quality assurance management representative with the described qualifications. Attachment B.4.A and Appendix 2		1	
	C.1.43	Respondent's plan for developing a quality assurance plan. Attachment B.4.B and Appendix 2		1	
	C.1.44	Respondent's plan to perform quality control on the project work. Attachment B.4.C and Appendix 2		1	
	C.1.45	Respondent's plan to provide deliverables needed for quality review. Attachment B.4.F and Appendix 2		1	
	C.1.46	Respondent's plan to provide rigorous testing before the State begins testing. Attachment B.4.G and Appendix 2		1	
	C.1.47	Respondent's plan to comply with State requirements for rigorous acceptance testing of the system. Attachment B.4.H and Appendix 2		1	
	C.1.48	Respondent's plan to comply with State requirements for problems resolution during testing and production. Attachment B.4.I and Appendix 2		1	
	C.1.49	Respondent's plan to manage changes to system functional capabilities. Attachment B.4.J and Appendix 2		1	
	C.1.50	Respondent's plan to keep appropriate records as requested by the State. Attachment B.4.K and Appendix 2		1	
	C.1.51	Respondent's plan to produce each task plan for the approval process. Attachment C.1.A and Appendix 3		1	
	C.1.52	Respondent's plan to meet with State management to report progress. Attachment C.1.B and Appendix 3		1	
	C.1.53	Respondent's plan to produce written progress reports for the State		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**
		management team. Attachment C.1.C and Appendix 3			
	C.1.54	Respondent's plan to produce table of contents and sample pages from each deliverable for format approval. Attachment C.1.D and Appendix 3		1	
	C.1.55	Respondent's plan to obtain written approval of deliverables. Attachment C.1.E and Appendix 3		1	
	C.1.56	Respondent's plan to perform quality control and keep records. Attachment C.1.F and Appendix 3		1	
	C.1.57	Respondent's solution to establish the technical environment required to support the project. Attachment C.1.G and Appendix 3		1	
	C.1.58	Respondent's solution to deliver necessary software. Attachment D and Appendix 4		1	
The RFQ 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 26** *(maximum possible score)*	**=SCORE:**	
State Use – Evaluator Identification:					
State Use – RFQ Coordinator Signature, Printed Name & Date:					

ATTACHMENT C.2

TECHNICAL RESPONSE & EVALUATION GUIDE

SECTION C: TECHNICAL QUALIFICATIONS, EXPERIENCE & APPROACH. The Respondent should explain its approach to providing goods or services to the State. The items listed below represent specific questions the State would request you answer in your response. For ease of review, please annotate your explanation so that it contains references to the items listed below where they are addressed. Respondent should not feel constrained to answer only the specific questions listed below in its explanation and should feel free to provide attachments if necessary in an effort to provide a more thorough response.

The Evaluation Team, made up of three (3) 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 scores 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.2.1	Respondent's solution to provide effective transaction editing and required system response. Attachment E.1 and Appendix 5		1	
	C.2.2	Respondent's solution to provide reliable data security and restricted access. Attachment E.2 and Appendix 5		1	
	C.2.3	Respondent's solution to provide comprehensive disaster recovery planning and execution. Attachment E.3 and Appendix 5		1	
	C.2.4	Respondent's solution to provide speedy and complete system recovery. Attachment E.4 and Appendix 5		1	
	C.2.5	Respondent's solution to provide documentation as required. Attachment E.5 and Appendix 5		1	
	C.2.6	Respondent's solution to provide audit trails. Attachment E.6 and Appendix 5		1	
	C.2.7	Respondent's solution to provide system test and control procedures. Attachment E.7 and Appendix 5		1	
	C.2.8	Respondent's solution to provide identifiers. Attachment E.8 and Appendix 5		1	
	C.2.9	Respondent's solution to satisfy the system constraints and interfaces		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**
		Section. Attachment E.9 and Appendix 5			
	C.2.10	Respondent's solution to provide purging and archiving capability. Attachment E.10 and Appendix 5		1	
	C.2.11	Respondent's solution to provide statistical reporting. Attachment E.11 and Appendix 5		1	
	C.2.12	Respondent's solution to provide number sequencing. Attachment E.12 and Appendix 5		1	
	C.2.13	Respondent's solution to required software and/or hardware updates. Attachment E.13 and Appendix 5		1	
The RFQ 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 17** *(maximum possible score)*	**=SCORE:**	
State Use – Evaluator Identification:					
State Use – RFQ Coordinator Signature, Printed Name & Date:					

ATTACHMENT C.3

TECHNICAL RESPONSE & EVALUATION GUIDE

SECTION C: TECHNICAL QUALIFICATIONS, EXPERIENCE & APPROACH. The Respondent should explain its approach to providing goods or services to the State. The items listed below represent specific questions the State would request you answer in your response. For ease of review, please annotate your explanation so that it contains references to the items listed below where they are addressed. Respondent should not feel constrained to answer only the specific questions listed below in its explanation and should feel free to provide attachments if necessary in an effort to provide a more thorough response.

The Evaluation Team, made up of three (3) 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:

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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 scores 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.3.1	Respondent's solution to provide, maintain, and replace equipment. Attachment F.1.A.1 and Appendix 30		1	
	C.3.2	Respondent's solution to develop application for POS terminals which will run efficiently. Attachment F.1.A.3 and Appendix 30		1	
	C.3.3	Respondent's solution to provide compatibility to equipment and service configurations required of agents using WEB POS. Attachment F.1.B and Appendix 31		1	
	C.3.4	Respondent's solution to provide the operation and host platform configuration required by the State. Attachment F.2.A and Appendix 33		1	
	C.3.5	Respondent's solution to provide any additional equipment required by the State for the system configuration. Attachment F.2.B and Appendix 33		1	
	C.3.6	Respondent's solution to produce a license document that will be convenient size and have an attractive appearance. Attachment F.3.A and Appendix 6		1	
	C.3.7	Respondent's solution to allow for the customer signature with ink. Attachment F.3.B and Appendix 6		1	
	C.3.8	Respondent's solution to provide for smudge resistant printing on license		1	

		product. Attachment F.3.C and Appendix 6			
	C.3.9	Respondent's solution to provide printing/ink that is fade resistant and legible for specified time and condition. Attachment F.3.D and Appendix 6		1	
	C.3.10	Respondent's solution to provide pull down menus on administrative screens. Attachment F.4.A and Appendix 6		1	
	C.3.11	Respondent's solution to provide online help on administrative screens. Attachment F.4.B and Appendix 6		1	
	C.3.12	Respondent's solution to provide an integrated database including files as needed for the operation of the R.E.A.L. System. Attachment F.5.A and Appendix 6		1	
	C.3.13	Respondent's solution to provide a replicated data base in real-time hosted by the Contractor meeting the specified requirements. Attachment F.5.B and Appendix 6		1	
	C.3.14	Respondent's plans to provide an internet/mobile website for the sale of licenses, permits, boat registrations, and other privileges. Attachment F.6 and Appendix 6		1	
	C.3.15	Respondent's plans to provide a telephone help desk for license buyers and license agents. Attachment F.7 and Appendix 6		1	
The RFQ 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 22** *(maximum possible score)*	**=SCORE:**	
State Use – Evaluator Identification:					
State Use – RFQ Coordinator Signature, Printed Name & Date:					

ATTACHMENT C.4

TECHNICAL RESPONSE & EVALUATION GUIDE

SECTION C: TECHNICAL QUALIFICATIONS, EXPERIENCE & APPROACH. The Respondent should explain its approach to providing goods or services to the State. The items listed below represent specific questions the State would request you answer in your response. For ease of review, please annotate your explanation so that it contains references to the items listed below where they are addressed. Respondent should not feel constrained to answer only the specific questions listed below in its explanation and should feel free to provide attachments if necessary in an effort to provide a more thorough response.

The Evaluation Team, made up of three (3) 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 scores 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.4.1	Respondent's solution to provide, install, operate, and maintain a R.E.A.L. System. Attachment G.1 and Appendix 7		1	
	C.4.2	Respondent's solution to provide a business enterprise system integrating all platforms as a unified system with one database. Attachment G.2 and Appendix 7		1	
	C.4.3	Respondent's solution to provide a system allowing administrative screens that update to a single table thereby making changes immediately available to all platforms. Attachment G.3 and Appendix 7		1	
	C.4.4	Respondent's solution for all point of sale platforms to operate in real-time. Attachment G.4 and Appendix 7		1	
	C.4.5	Respondent's solution to test equipment prior to deployment. Attachment G.5 and Appendix 7		1	
	C.4.6	Respondent's solution to operate an efficient system. Attachment G.6 and Appendix 7		1	
	C.4.7	Respondent's solution to ensure maintenance and supplies are provided as needed to the agents. Attachment G.7 and Appendix 7		1	
	C.4.8	Respondent's solution to promptly activate/deactivate equipment from a		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**
		remote location. Attachment G.8.A and Appendix 7			
	C.4.9	Respondent's solution to promptly add/delete agents. Attachment G.8.B and Appendix 7		1	
	C.4.10	Respondent's solution to add / change license types and boat registration fees Attachment G.8.C and Appendix 7		1	
	C.4.11	Respondent's solution to provide ACH notifications to agents on request or on a schedule. Attachment G.8.D and Appendix 7		1	
	C.4.12	Respondent's solution to send miscellaneous messages to agents. Attachment G.8.E and Appendix 7		1	
	C.4.13	Respondent's solution to provide accounting reports and query of license sales and boat registrations for both TWRA and the license agents. Attachment G.9 and Appendix 7		1	
	C.4.14	Respondent's solution to provide a user-friendly system, minimizing use of codes, commands and steps. Attachment G.10 and Appendix 7		1	
	C.4.15	Respondent's solution to provide for editing to ensure valid information. Attachment G.10.B and Appendix 7		1	
	C.4.16	Respondent's solution to accomplish a database update as required for successful operation of the system. Attachment G.10.C and Appendix 7		1	
	C.4.17	Respondent's solution to void or change a completed transaction. Attachment G.10.D and Appendix 7		1	
	C.4.18	Respondent's solution to provide on-line connections and query capability from administrative screens. Attachment G.10.E and Appendix 7		1	
	C.4.19	Respondent's solution to process transactions in an expedited manner. Attachment G.11, Appendix 34, and Appendix 7		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**
	C.4.20	Respondent's solution to provide a real-time replicated database with query capabilities. Attachment G.12.A and Appendix 7		1	
	C.4.21	Respondent's solution to provide a fully integrated database for the R.E.A.L. System Attachment G.12.B and Appendix 7		1	
	C.4.22	Respondent's solution to provide security measures to protect State and customer data. Attachment G.12.C and Appendix 7		1	
	C.4.23	Respondent's solution to provide for an annual comprehensive, independent security audit and correct any audit exceptions Attachment G.12.D and Appendix 7		1	
	C.4.24	Respondent's ability to provide daily extract files as identified by and in a format approved by the State. Attachment G.12.E and Appendix 7		1	
The RFQ 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 26** *(maximum possible score)*	**=SCORE:**	
State Use – Evaluator Identification:					
State Use – RFQ Coordinator Signature, Printed Name & Date:					

ATTACHMENT C.5

TECHNICAL RESPONSE & EVALUATION GUIDE

SECTION C: TECHNICAL QUALIFICATIONS, EXPERIENCE & APPROACH. The Respondent should explain its approach to providing goods or services to the State. The items listed below represent specific questions the State would request you answer in your response. For ease of review, please annotate your explanation so that it contains references to the items listed below where they are addressed. Respondent should not feel constrained to answer only the specific questions listed below in its explanation and should feel free to provide attachments if necessary in an effort to provide a more thorough response.

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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.5.1	Respondent's solution to provide a process for customers to use the internet for the purchase of TWRA designated hunting and fishing licenses, boat renewal registrations, permits, and other privileges. Attachment H.1.A.1 and Appendix 8		1	
	C.5.2	Respondent's solution to update the system host at the conclusion of the transaction, in real time, with the same data and in the same format as a transaction created by any other means within the system. Attachment H.1.A.2 and Appendix 8		1	
	C.5.3	Respondent's solution to provide a toll free telephone number, which the internet customer may call when having problems making the purchase online and which, at the end of the contract, will be returned to TWRA. Also includes Proposer's solution to provide prompt and accurate information that will address customers' questions. Attachment H.1.B and Appendix 8		1	
	C.5.4	Respondent's solution to provide a website that is easy to use and provides help screens for easy movement from screen to screen. Attachment H.1.C and Appendix 8		1	
	C.5.5	Respondent's solution to provide a		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**
		unique formatted control number to each caller that will be used as an identifier by TWRA and the caller. Attachment H.1.D and Appendix 8			
	C.5.6	Respondent's solution to capture the purchaser's identifying information (e.g. name, address, personal description, etc.). Attachment H.1.E and Appendix 8		1	
	C.5.7	Respondent's solution to verify specific identifying information for accuracy. Attachment H.1.F and Appendix 8		1	
	C.5.8	Respondent's solution to capture all information taken during the internet process to update the R.E.A.L. System including a special flag that designates the record was created by the internet fulfillment center. Attachment H.1.G and Appendix 8		1	
	C.5.9	Respondent's solution to capture purchaser's credit card information and process credit card transactions using a secure web page. Attachment H.1.H and Appendix 8		1	
	C.5.10	Respondent's solution to complete credit card processing and notify customer of approval status. Attachment H.1.I and Appendix 8		1	
	C.5.11	Respondent's solution to perform HIP survey and collect information. Attachment H.1.J and Appendix 8		1	
	C.5.12	Respondent's solution for the internet fulfillment process to provide service 24 hours a day, 7 days a week. Attachment H.1.K and Appendix 8		1	
	C.5.13	Respondent's solution for the fulfillment center to print requested licenses and permits. Attachment H.1.L and Appendix 8		1	
	C.5.14	Proposer's solution to mail the licenses in the specified timeframe. Attachment H.1.M and Appendix 8		1	
	C.5.15	Respondent's solution for the fulfillment		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**
		center to provide a method of transferring funds to designated bank and by the method designated by the State. Attachment H.1.N and Appendix 8			
	C.5.16	Respondent's solution to submit all aspects of web design to the State for approval prior to implementation. Attachment H.1.O and Appendix 8		1	
	C.5.17	Respondent's solution for the development of clear, understandable, and useful error messages and submitting to the State for approval prior to implementation. Attachment H.1.P and Appendix 8		1	
	C.5.18	Respondent's solution to display, on the transaction screen, a list of available and all active privileges, based on the customer's profile. Attachment H.1.Q and Appendix 8		1	
The RFQ 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 22** *(maximum possible score)*	**=SCORE:**	
State Use – Evaluator Identification:					
State Use – RFQ Coordinator Signature, Printed Name & Date:					

ATTACHMENT C.6

TECHNICAL RESPONSE & EVALUATION GUIDE

SECTION C: TECHNICAL QUALIFICATIONS, EXPERIENCE & APPROACH. The Respondent should explain its approach to providing goods or services to the State. The items listed below represent specific questions the State would request you answer in your response. For ease of review, please annotate your explanation so that it contains references to the items listed below where they are addressed. Respondent should not feel constrained to answer only the specific questions listed below in its explanation and should feel free to provide attachments if necessary in an effort to provide a more thorough response.

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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.6.1	Respondent's solution to provide the capability to query audit trail information (with print and export capabilities). Attachment I.1.A and Appendix 9		1	
	C.6.2	Respondent's solution to provide querying for accounting management (with print and export capabilities). Attachment I.1.B and Appendix 9		1	
	C.6.3	Respondent's solution to provide query capability, using an administrative screen, of R.E.A.L. database by a combination of name, city, zip code, and date of birth, SSN, and driver's license number (with print and export capabilities). Attachment I.1.C and Appendix 9		1	
	C.6.4	Respondent's solution to provide all active and inactive user in real-time (with print and export capabilities). Attachment I.1.D and Appendix 9		1	
	C.6.5	Respondent's solution to provide all active and inactive license agents in real-time (with print and export capabilities. Attachment I.1.E and Appendix 9		1	
	C.6.6	Respondent's solution to provide software approved in advance by TWRA (with print and export capabilities). Attachment I.2.A and Appendix 9		1	
	C.6.7	Respondent's solution to provide the		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**
		capability to inquire and produce reports from a replicated database by any field (with print and export capabilities). Attachment I.2.B and Appendix 9			
The RFQ 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 22** *(maximum possible score)*		**=SCORE:**	
State Use – Evaluator Identification:					
State Use – RFQ Coordinator Signature, Printed Name & Date:					

ATTACHMENT C.7

TECHNICAL RESPONSE & EVALUATION GUIDE

SECTION C: TECHNICAL QUALIFICATIONS, EXPERIENCE & APPROACH. The Respondent should explain its approach to providing goods or services to the State. The items listed below represent specific questions the State would request you answer in your response. For ease of review, please annotate your explanation so that it contains references to the items listed below where they are addressed. Respondent should not feel constrained to answer only the specific questions listed below in its explanation and should feel free to provide attachments if necessary in an effort to provide a more thorough response.

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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.7.1	Respondent's solution to provide screen reports (with print and export capabilities) of license/permit/boat registration sales by agent by specific date for each agent or for all agents. Attachment J.1.A and Appendix 10		1	
	C.7.2	Respondent's solution to provide reports (with print and export capabilities) of agent adjustments. Attachment J.1.B and Appendix 10		1	
	C.7.3	Respondent's solution to provide reports (with print and export capabilities) of parent ACH account transactions. Attachment J.1.C and Appendix 10		1	
	C.7.4	Respondent's solution to provide reports (with print and export capabilities) of captive wildlife license purchases. Attachment J.1.D and Appendix 10		1	
	C.7.5	Respondent's solution to provide reports (with print and export capabilities) of mussel receipts. Attachment J.1.E and Appendix 10		1	
	C.7.6	Respondent's solution to provide reports (with print and export capabilities) of commercial fishing receipts. Attachment J.1.F and Appendix 10		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**
	C.7.7	Respondent's solution to provide reports (with print and export capabilities) of demographic statistics by various sales types. Attachment J.1.G and Appendix 10		1	
	C.7.8	Respondent's solution to provide reports (with print and export capabilities) of total license sales by year and by customer county, customer region, or region and to provide daily close out report. Attachment J.1.H, Attachment J.1.I and Appendix 10		1	
	C.7.9	Respondent's solution to provide screen ACH summary report (with print and export capabilities). Attachment J.2.A and Appendix 10		1	
	C.7.10	Respondent's solution to provide screen reports (with print and export capabilities) of active agents. Attachment J.2.B and Appendix 10		1	
	C.7.11	Respondent's solution to provide screen reports (with print and export capabilities) of failed ACH activity. Attachment J.2.C and Appendix 10		1	
	C.7.12	Respondent's solution to provide screen reports (with print and export capabilities) of outstanding voided transactions. Attachment J.2.D and Appendix 10		1	
	C.7.13	Respondent's solution to provide reports (with print and export capabilities) of Contractor invoice transmitted to TWRA. Attachment J.2.E and Appendix 10		1	
	C.7.14	Respondent's solution to provide reports (with print and export capabilities) of weekly and monthly deposit. Attachment J.2.F and Appendix 10		1	
	C.7.15	Respondent's solution to provide reports (with print and export capabilities) of monthly license sales, voids, and reversals.		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**
		Attachment J.2.H and Appendix 10			
	C.7.16	Respondent's solution to provide reports (with print and export capabilities) of inactive agents. Attachment J.2.I and Appendix 10		1	
	C.7.17	Respondent's solution to provide reports (with print and export capabilities) of duplicate transactions. Attachment J.2.J and Appendix 10		1	
	C.7.18	Respondent's solution to provide reports (with print and export capabilities) of duplicate customers/customer merge. Attachment J.2.K and Appendix 10		1	
	C.7.19	Respondent's solution to provide monthly reports (with print and export capabilities) of mussel receipts. Attachment J.2.L and Appendix 10		1	
	C.7.20	Respondent's solution to provide monthly reports (with print and export capabilities) of commercial fishing receipts. Attachment J.2.M and Appendix 10		1	
	C.7.21	Respondent's solution to provide reports: license sales to customers in revoked status on a daily basis. Attachment J.2.O and Appendix 10		1	
	C.7.22	Respondent's solution to provide monthly duplicate SSN report. Attachment J.2.P and Appendix 10		1	
	C.7.23	Respondent's solution to provide screen reports (with print and export capabilities) of agent ACH activity. Attachment J.2.Q and Appendix 10		1	
	C.7.24	Respondent's solution to provide reports (with print and export capabilities) of monthly ACH deposit. Attachment J.2.R and Appendix 10		1	
	C.7.25	Respondent's solution to provide reports (with print and export capabilities) of stolen boat exceptions. Attachment J.2.S and Appendix 10		1	
	C.7.26	Respondent's solution to provide		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**
		reports: response time analysis. Attachment J.3.A and Appendix 10			
	C.7.27	Respondent's solution to provide reports: system availability. Attachment J.3.B and Appendix 10		1	
	C.7.28	Respondent's solution to provide reports: transaction activity. Attachment J.3.C and Appendix 10		1	
	C.7.29	Respondent's solution to provide monthly customer service reports. Attachment J.3.D and Appendix 10		1	
	C.7.30	Respondent's solution to provide agent service reports. Attachment J.3.E and Appendix 10		1	
	C.7.31	Respondent's solution to provide reports: daily exceptions Attachment J.3.F and Appendix 10		1	
	C.7.32	Respondent's solution to provide reports: any transactions posted to system with errors. Attachment J.3.G and Appendix 10		1	
	C.7.33	Respondent's solution to provide marketing data queries. Attachment J.4. and Appendix 10		1	
The RFQ 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 22** *(maximum possible score)*		**=SCORE:**	
State Use – Evaluator Identification:					
State Use – RFQ Coordinator Signature, Printed Name & Date:					

ATTACHMENT C.8

TECHNICAL RESPONSE & EVALUATION GUIDE

SECTION C: TECHNICAL QUALIFICATIONS, EXPERIENCE & APPROACH. The Respondent should explain its approach to providing goods or services to the State. The items listed below represent specific questions the State would request you answer in your response. For ease of review, please annotate your explanation so that it contains references to the items listed below where they are addressed. Respondent should not feel constrained to answer only the specific questions listed below in its explanation and should feel free to provide attachments if necessary in an effort to provide a more thorough response.

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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 scores 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.8.1	Respondent's solution to provide for, initiate, and administer ACH of license receipts from the agent's bank to the Tennessee State Treasury and any subsequent reconciliation required. Attachment K.1 and Appendix 11		1	
	C.8.2	Respondent's solution to allow for flexible ACH sweeping of accounts based on TWRA guidelines. Attachment K.2 and Appendix 11		1	
	C.8.3	Respondent's solution to notify agents of the amount and timing of the pending ACH. Attachment K.3 and Appendix 11		1	
	C.8.4	Respondent's solution to automatically and immediately lock out any agent for whom ACH fails. Attachment K.4 and Appendix 11		1	
	C.8.5	Respondent's solution to provide administrative screens to allow the posting of installment payments for failed ACH attempts. Attachment K.5 and Appendix 11		1	
	C.8.6	Respondent's solution to re-attempt failed ACH transactions. Attachment K.6 and Appendix 11		1	
	C.8.7	Respondent's solution to provide reports regarding amounts transferred from each agent's account and transmit the report to		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**
		the Tennessee depository. Attachment K.7 and Appendix 11			
	C.8.8	Respondent's solution to provide financial sweep reports. Attachment K.8 and Appendix 11		1	
The RFQ 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 39** *(maximum possible score)*		**=SCORE:**	
State Use – Evaluator Identification:					
State Use – RFQ Coordinator Signature, Printed Name & Date:					

ATTACHMENT C.9

TECHNICAL RESPONSE & EVALUATION GUIDE

SECTION C: TECHNICAL QUALIFICATIONS, EXPERIENCE & APPROACH. The Respondent should explain its approach to providing goods or services to the State. The items listed below represent specific questions the State would request you answer in your response. For ease of review, please annotate your explanation so that it contains references to the items listed below where they are addressed. Respondent should not feel constrained to answer only the specific questions listed below in its explanation and should feel free to provide attachments if necessary in an effort to provide a more thorough response.

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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.9.1	Respondent's solution to managing agents. The Proposer's solution for State staff to update license and boat registration fees with changes and automatic application of changes to system tables. Attachment L.1.A, and Appendix 12		1	
	C.9.2	Respondent's solution to provide for additions/closing of license agent accounts. Attachment L.1.B and Appendix 12		1	
	C.9.3	Respondent's solution to provide for State staff to process additions/deletions of license types and boat registration types and automatic application of changes to system tables. Attachment L.1.C and Appendix 12		1	
	C.9.4	Respondent's solution to provide for transmitting miscellaneous messages to the agent by TWRA staff. Attachment L.1.D and Appendix 12		1	
	C.9.5	Respondent's solution to provide to the agents a toll free telephone help line to handle agent inquiries. Attachment L.2.A and Appendix 12		1	
	C.9.6	Respondent's solution to provide help desk. Attachment L.2.B and Appendix 12		1	
	C.9.7	Respondent's solution to provide live		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**
		operator staff and specified service levels. Attachment L.2.C and Appendix 12			
	C.9.8	The Respondent's solution to provide prompt and accurate information to user problems. Attachment L.2.D and Appendix 12		1	
	C.9.9	Respondent's solution to provide a policy and procedure manual for problem resolution of all equipment to all users and to maintain and provide updated manuals to agents annually. Attachment L.2.E and Appendix 12		1	
	C.9.10	Respondent's solution to provide R.E.A.L. System upgrades (hardware and software) as required. Attachment L.2.F and Appendix 12		1	
The RFQ 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 22** *(maximum possible score)*		**=SCORE:**	
State Use – Evaluator Identification:					
State Use – RFQ Coordinator Signature, Printed Name & Date:					

ATTACHMENT C.10

TECHNICAL RESPONSE & EVALUATION GUIDE

SECTION C: TECHNICAL QUALIFICATIONS, EXPERIENCE & APPROACH. The Respondent should explain its approach to providing goods or services to the State. The items listed below represent specific questions the State would request you answer in your response. For ease of review, please annotate your explanation so that it contains references to the items listed below where they are addressed. Respondent should not feel constrained to answer only the specific questions listed below in its explanation and should feel free to provide attachments if necessary in an effort to provide a more thorough response.

The Evaluation Team, made up of three (3) 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 scores 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.10.1	Respondent's solution for collecting and creating agent records. Attachment M and Appendix 13		1	
	C.10.2	Respondent's solution for converting agent records from current records. Attachment M and Appendix 13		1	
The RFQ 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 5** *(maximum possible score)*		**=SCORE:**	
State Use – Evaluator Identification:					
State Use – RFQ Coordinator Signature, Printed Name & Date:					

ATTACHMENT C.11

TECHNICAL RESPONSE & EVALUATION GUIDE

SECTION C: TECHNICAL QUALIFICATIONS, EXPERIENCE & APPROACH. The Respondent should explain its approach to providing goods or services to the State. The items listed below represent specific questions the State would request you answer in your response. For ease of review, please annotate your explanation so that it contains references to the items listed below where they are addressed. Respondent should not feel constrained to answer only the specific questions listed below in its explanation and should feel free to provide attachments if necessary in an effort to provide a more thorough response.

The Evaluation Team, made up of three (3) 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:

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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 scores 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.11.1	Respondent's solution to provide a R.E.A.L. System training/operational manual and other printed training materials written in an easy to understand language. The Proposer's solution to provide a customer service toll-free number. Attachment N.1 and Appendix 14		1	
	C.11.2	Respondent's solution to provide online training in an easy to understand language to all agents. Attachment N.2 and Appendix 14		1	
	C.11.3	Respondent's solution to complete all training materials and distribute to agents 30 calendar days prior to system live date. Attachment N.3 and Appendix 14		1	
	C.11.4	Respondent's solution to provide a training certification program for agents to complete immediately following installation of the system which will include a series of test transactions before the R.E.A.L. System terminals are activated. Attachment N.4.A, Attachment N.6, and Appendix 14		1	
	C.11.5	Respondent's solution to provide TWRA with a daily report of agents who have completed training. Attachment N.4.B and Appendix 14		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**
	C.11.6	Respondent's solution to immediately update and distribute to agents all training materials, to reflect changes in policy, telephone numbers, and equipment. Attachment N.5 and Appendix 14		1	
	C.11.7	Respondent's solution to train the staff and agents from the list provided by the State. Attachment N.7 and Appendix 14		1	
The RFQ 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 12** *(maximum possible score)*		**=SCORE:**	
State Use – Evaluator Identification:					
State Use – RFQ Coordinator Signature, Printed Name & Date:					

ATTACHMENT C.12

TECHNICAL RESPONSE & EVALUATION GUIDE

SECTION C: TECHNICAL QUALIFICATIONS, EXPERIENCE & APPROACH. The Respondent should explain its approach to providing goods or services to the State. The items listed below represent specific questions the State would request you answer in your response. For ease of review, please annotate your explanation so that it contains references to the items listed below where they are addressed. Respondent should not feel constrained to answer only the specific questions listed below in its explanation and should feel free to provide attachments if necessary in an effort to provide a more thorough response.

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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.12.1	Respondent's solution to create and maintain: customer records for license or permit buyers and boat registrants on the R.E.A.L. System which will include the information gathered from the purchaser and issue a customer number and create a unique customer record for each purchaser. Attachment O.1, Attachment O.2, and Appendix 15		1	
	C.12.2	Respondent's solution to provide an online administrative screen to collect/modify required customer information. Attachment O.3 and Appendix 15		1	
	C.12.3	Respondent's solution to provide a means to generate required information into fields on the customer record. Attachment O.4 and Appendix 15		1	
	C.12.4	Respondent's solution to provide a means to use the Tennessee drivers' license, Social Security Number, or a TWRA license document as a means of identification. Proposer's solution to use this identifying number to retrieve customer information from the Department of Safety drivers' license file or the R.E.A.L. database, respectively. Attachment O.5 and Appendix 15		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**
	C.12.5	Respondent's solution to provide a means to access customer records using TWRA ID number, SSN, or TN driver's license number TN boat number, or combinations of name/city/zip code/date of birth. Attachment O.6 and Appendix 15		1	
	C.12.6	Respondent's solution to provide a means to update hunter certification information on the customer record. Attachment O.7 and Appendix 15		1	
	C.12.7	Respondent's solution to provide a means to update boater education information on the customer record. Attachment O.8 and Appendix 15		1	
	C.12.8	Respondent's solution to USPS validate customer address information. Attachment O.9 and Appendix 15		1	
	C.12.9	Respondent's solution to provide a means for a customer to update their address during any transaction. Attachment O.10 and Appendix 15		1	
	C.12.10	Respondent's solution to note a potential residency change associated with an address change. Attachment O.11 and Appendix 15		1	
	C.12.11	Respondent's solution to assure that customer's address is the only customer information that can be changed during a sale or any transaction where an SSN is used to initiated the transaction. Attachment O.12 and Appendix 15		1	
	C.12.12	Respondent's solution to assure that duplicate SSN's or duplicate driver's license number may not be used as a form of ID during a transaction. Attachment O.13 and Appendix 15		1	
	C.12.13	Respondent's solution for converting customer file records from current records. Attachment O.14 and Appendix 15		1	
	C.12.14	Respondent's solution for converting Tennessee driver's license file records from current records.		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**
		Attachment O.15 and Appendix 15			
The RFQ 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 22** *(maximum possible score)*		**SCORE:**	
State Use – Evaluator Identification:					
State Use – RFQ Coordinator Signature, Printed Name & Date:					

ATTACHMENT C.13

TECHNICAL RESPONSE & EVALUATION GUIDE

SECTION C: TECHNICAL QUALIFICATIONS, EXPERIENCE & APPROACH. The Respondent should explain its approach to providing goods or services to the State. The items listed below represent specific questions the State would request you answer in your response. For ease of review, please annotate your explanation so that it contains references to the items listed below where they are addressed. Respondent should not feel constrained to answer only the specific questions listed below in its explanation and should feel free to provide attachments if necessary in an effort to provide a more thorough response.

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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.13.1	Respondent's solution to provide a screen flow on the point of sale device to collect information for use at the license agent location. Includes Proposer's solution for using SSN, customer number, or Tennessee drivers' license number for ID. Also includes solution for the creation of a new unique customer number and database record if customer does not already have one and store & forward method. Attachment P.1.A and Appendix 16		1	
	C.13.2	Respondent's solution to print one or multiple licenses or permits on one license form. Attachment P.1.B and Appendix 16		1	
	C.13.3	Respondent's solution to print the required data fields on the license or permit and look the same from all platforms. Attachment P.1.B and Appendix 16		1	
	C.13.4	Respondent's solution to issue an attached harvest log with the license or permit with at least the minimum information as listed. Attachment P.1.B.20 and Appendix 16		1	
	C.13.5	Respondent's solution to void licenses or permits. Attachment P.1.C.1 and Appendix 16		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**
	C.13.6	Respondent's solution to issue replacement licenses or permits at the license agent location or internet/mobile. Attachment P.1.C.2 and Appendix 16		1	
	C.13.7	Respondent's solution to produce license reprints. Attachment P.1.C.3 and Appendix 16		1	
	C.13.8	Respondent's solution to process licenses and permits for varying usage periods. Attachment P.1.C.4 and Appendix 16		1	
	C.13.9	Respondent's solution to provide clear error messages which identify error and required action. Attachment P.1.C.5 and Appendix 16		1	
	C.13.10	POS and WEB POS sales application: Respondent's solution to utilize pull down menus for specified fields. Attachment P.2.A and Appendix 16		1	
	C.13.11	POS and WEB POS sales application: Respondent's solution to provide color and design approved by the State. Attachment P.2.B and Appendix 16		1	
	C.13.12	POS and WEB POS sales application: Respondent's solution to provide security an encryption for all transactions and sensitive data. Attachment P.2.C and Appendix 16		1	
	C.13.13	POS and WEB POS sales application: Respondent's solution to print all required licenses and permits. Attachment P.2.D and Appendix 16		1	
	C.13.14	POS and WEB POS sales application: Respondent's solution to update customer county on the customer record. Attachment P.2.E and Appendix 16		1	
	C.13.15	POS and WEB POS sales application: Respondent's solution to provide error messages that clearly identify the error and action required to resolve. Attachment P.2.F and Appendix 16		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**
	C.13.16	POS and WEB POS sales application: Respondent's solution to provide the functionality for cancellation, void and reprint. Attachment P.2.G and Appendix 16		1	
	C.13.17	WEB POS sales application: Respondent's solution to prohibit any advertising not explicitly authorized in writing by the State. Attachment P.2.H and Appendix 16		1	
	C.13.18	Internet/mobile sales application: Respondent's solution to utilize pull down menus for specified fields. Attachment P.3.A and Appendix 16		1	
	C.13.19	Internet/mobile sales application: Respondent's solution to provide color and design approved by the State. Attachment P.3.B and Appendix 16		1	
	C.13.20	Internet/mobile sales application: Respondent's solution to provide security an encryption for all transactions and sensitive data. Attachment P.3.C and Appendix 16		1	
	C.13.21	Internet/mobile sales application: Respondent's solution to fulfill all requested licenses and permits and mail to the customer. Attachment P.3.D and Appendix 16		1	
	C.13.22	Internet/mobile sales application: Respondent's solution to update customer county on customer record. Attachment P.3.E and Appendix 16		1	
	C.13.23	Internet/mobile sales application: Respondent's solution to provide error messages that clearly identify the error and action required to resolve. Attachment P.3.F and Appendix 16		1	
	C.13.24	Internet/mobile sales application: Respondent's solution to disallow void and reprint functionality as part of the internet sales application module. Attachment P.3.G and Appendix 16		1	
	C.13.25	Internet/mobile sales application: Respondent's solution to prohibit any		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**
		advertising not explicitly authorized in writing by the State. Attachment P.3.H and Appendix 16			
	C.13.26	Administrative screen sales application: Respondent's solution to utilize pull down menus for specified fields. Attachment P.4.A and Appendix 16		1	
	C.13.27	Administrative screen sales application: Respondent's solution to optimize processing speed through the minimization of screen graphics, design and layout. Attachment P.4.B and Appendix 16		1	
	C.13.28	Administrative screen sales application: Respondent's solution to provide security and encryption for all transactions and sensitive data. Attachment P.4.C and Appendix 16		1	
	C.13.29	Administrative screen sales application: Respondent's solution to verify Tennessee zip codes as valid codes and use to look-up correct customer county and city. Attachment P.4.D and Appendix 16		1	
	C.13.30	Administrative screen sales application: Respondent's solution to validate customer addresses using postal software in a real time mode. Attachment P.4.D and Appendix 16		1	
	C.13.31	Administrative screen sales application: Respondent's solution to provide cancellation, void and reprint functionality as part of the administrative screen module. Attachment P.4.E and Appendix 16		1	
	C.13.32	Administrative screen sales application: Respondent's solution to provide error messages that clearly identify the error and action required to resolve. Attachment P.4.F and Appendix 16		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**
The RFQ 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 44** *(maximum possible score)*		**=SCORE:**	
State Use – Evaluator Identification:					
State Use – RFQ Coordinator Signature, Printed Name & Date:					

ATTACHMENT C.14

TECHNICAL RESPONSE & EVALUATION GUIDE

SECTION C: TECHNICAL QUALIFICATIONS, EXPERIENCE & APPROACH. The Respondent should explain its approach to providing goods or services to the State. The items listed below represent specific questions the State would request you answer in your response. For ease of review, please annotate your explanation so that it contains references to the items listed below where they are addressed. Respondent should not feel constrained to answer only the specific questions listed below in its explanation and should feel free to provide attachments if necessary in an effort to provide a more thorough response.

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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.14.1	Respondent's solution to allow keying of the TN boat ID for validation of boat owner information. Attachment Q and Appendix 17		1	
	C.14.2	Respondent's solution to update and format the data to the R.E.A.L. System. Attachment Q and Appendix 17		1	
	C.14.3	Respondent's solution to prompt for and collect required customer information and boat information for original boat transactions. Attachment Q.1 and Appendix 17		1	
	C.14.4	Respondent's solution to process boat transfer registrations. Attachment Q.2 and Appendix 17		1	
	C.14.5	Respondent's solution to process boat renewal registration applications. Attachment Q.3 and Appendix 17		1	
	C.14.6	Respondent's solution to print receipts for boat registration renewals for use as temporary certifications. Attachment Q.4 and Appendix 17		1	
	C.14.7	Respondent's solution to process boat renewal registrations at the TWRA administrative offices. Attachment Q.5 and Appendix 17		1	
	C.14.8	Respondent's solution to provide an accounting method report for the		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**
		TWRA main office on a daily basis. Attachment Q.6 and Appendix 17			
	C.14.9	Respondent's solution to provide an online administrative screen to allow editing boat registration records. Attachment Q.7 and Appendix 17		1	
	C.14.10	Respondent's solution to make provisions for business owned boats. Attachment Q.8 and Appendix 17		1	
	C.14.11	Respondent's solution to provide a monthly boat registration renewal file containing registrants who will be eligible for renewal within 45 days. Attachment Q.9 and Appendix 17		1	
	C.14.12	Respondent's solution to provide a method to break the link between a customer record and a boat record by TWRA staff. Attachment Q.10 and Appendix 17		1	
	C.14.13	Respondent's solution to create and provide, for TWRA to electronically download, the previous days registered boat data file for printing by 9:00 a.m. (CST/daylight savings time). Attachment Q.11 and Appendix 17		1	
	C.14.14	Respondent's solution to provide a monthly active boat accounting report (with print and export capabilities). Attachment Q.12 and Appendix 17		1	
	C.14.15	Respondent's solution to provide weekly stored report of boats indicated as being stolen (with print and export capabilities). Attachment Q.13 and Appendix 17		1	
	C.14.16	Respondent's solution to provide a daily stored report of boats registered multiple times (with print and export capabilities). Attachment Q.14 and Appendix 17		1	
	C.14.17	Respondent's solution to provide an annual coast guard report (with print and export capabilities). Attachment Q.15 and Appendix 17		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**
	C.14.18	Respondent's solution to provide a VIS ready conversion file of all currently registered boats. Attachment Q.16 and Appendix 17		1	
	C.14.19	Respondent's solution for converting boat registration file records from current records. Attachment Q.17 and Appendix 17		1	
The RFQ 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 32** *(maximum possible score)*		**=SCORE:**	
State Use – Evaluator Identification:					
State Use – RFQ Coordinator Signature, Printed Name & Date:					

ATTACHMENT C.15

TECHNICAL RESPONSE & EVALUATION GUIDE

SECTION C: TECHNICAL QUALIFICATIONS, EXPERIENCE & APPROACH. The Respondent should explain its approach to providing goods or services to the State. The items listed below represent specific questions the State would request you answer in your response. For ease of review, please annotate your explanation so that it contains references to the items listed below where they are addressed. Respondent should not feel constrained to answer only the specific questions listed below in its explanation and should feel free to provide attachments if necessary in an effort to provide a more thorough response.

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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.15.1	Respondent's solution to process magazine subscriptions via an online administrative screen, internet/mobile, or via a point of sale device and to collect required information. Attachment R.1 and Appendix 18		1	
	C.15.2	Respondent's solution to provide a monthly file of subscribers whose subscription expires in the following month. Attachment R.2 and Appendix 18		1	
	C.15.3	Respondent's solution to create and provide to TWRA, a file of active subscriptions four times a year. Attachment R.3 and Appendix 18		1	
	C.15.4	Respondent's solution to allow for multiple records of the same license type for the same customer but not the same subscription period. Attachment R.4 and Appendix 18		1	
	C.15.5	Respondent's solution to limit subscription terms as identified by TWRA. Attachment R.5 and Appendix 18		1	
	C.15.6	Respondent's solution to provide a point of sale device prompt to ask customers if they would like to purchase a magazine subscription or make a donation when they purchase selected hunting/fishing license types.		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**
		Attachment R.6 and Appendix 18			
	C.15.7	Respondent's solution to provide customer with a printed receipt when purchasing a magazine subscription at a point of sale device. Attachment R.7 and Appendix 18		1	
	C.15.8	Respondent's solution to provide ad hoc capability for the State to query magazine subscription customer mailing information (with print and capabilities). Attachment R.8 and Appendix 18		1	
The RFQ 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 2** *(maximum possible score)*		**=SCORE:**	
State Use – Evaluator Identification:					
State Use – RFQ Coordinator Signature, Printed Name & Date:					

ATTACHMENT C.16

TECHNICAL RESPONSE & EVALUATION GUIDE

SECTION C: TECHNICAL QUALIFICATIONS, EXPERIENCE & APPROACH. The Respondent should explain its approach to providing goods or services to the State. The items listed below represent specific questions the State would request you answer in your response. For ease of review, please annotate your explanation so that it contains references to the items listed below where they are addressed. Respondent should not feel constrained to answer only the specific questions listed below in its explanation and should feel free to provide attachments if necessary in an effort to provide a more thorough response.

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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.16.1	Respondent's solution to update customer records from a hunter's education batch file using SSN & date of birth to match customer record. Attachment S.1.A and Appendix 19		1	
	C.16.2	Respondent's solution to create and update a customer record when one is not found while processing hunter education file. Attachment S.1.B and Appendix 19		1	
	C.16.3	Respondent's solution to provide for the purchase of a hunter education replacement card as a privilege type using any available methodology. Attachment S.2.A and Appendix 19		1	
	C.16.4	Respondent's solution to verify that purchaser of replacement hunter education card has hunter education certification. Attachment S.2.B and Appendix 19		1	
	C.16.5	Respondent's solution to provide for the printing of a receipt for the purchase of a hunter education replacement card. Attachment S.2.C and Appendix 19		1	
	C.16.6	Respondent's solution to display a rejection of a hunter education replacement card, referring customer to TWRA regional office. Attachment S.2.D and Appendix 19		1	
	C.16.7	Respondent's solution to provide for		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**
		a daily download of hunter replacement cards to TWRA for fulfillment of the cards. Attachment S.2.E and Appendix 19			
	C.16.8	Respondent's solution for converting hunter's safety file records from current records. Attachment S.3 and Appendix 19		1	
The RFQ 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 2** *(maximum possible score)*	**=SCORE:**	
State Use – Evaluator Identification:					
State Use – RFQ Coordinator Signature, Printed Name & Date:					

ATTACHMENT C.17

TECHNICAL RESPONSE & EVALUATION GUIDE

SECTION C: TECHNICAL QUALIFICATIONS, EXPERIENCE & APPROACH. The Respondent should explain its approach to providing goods or services to the State. The items listed below represent specific questions the State would request you answer in your response. For ease of review, please annotate your explanation so that it contains references to the items listed below where they are addressed. Respondent should not feel constrained to answer only the specific questions listed below in its explanation and should feel free to provide attachments if necessary in an effort to provide a more thorough response.

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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.17.1	Respondent's solution to develop a mussel harvest module that will update the host in real time. Attachment T.1 and Appendix 20		1	
	C.17.2	Respondent's solution to create a customer record when appropriate. Attachment T.2 and Appendix 20		1	
	C.17.3	Respondent's solution to collect information required for processing mussel harvest data. Attachment T.3 and Appendix 20		1	
	C.17.4	Respondent's solution to provide for the collection of a variable number of harvest types and associated data. Attachment T.3.E and Appendix 20		1	
	C.17.5	Respondent's solution to validate seller and buyer identification. Attachment T.4 and Appendix 20		1	
	C.17.6	Respondent's solution to create a mussel harvest receipt table in the R.E.A.L. And to link these transactions to both the buyer and seller customer records. Attachment T.5 and Appendix 20		1	
	C.17.7	Respondent's solution to create a printable receipt for the mussel seller. Attachment T.6 and Appendix 20		1	
	C.17.8	Respondent's solution to create administrative daily reports for		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**
		dealers (with print and export capabilities). Attachment T.7 and Appendix 20			
	C.17.9	Respondent's solution to calculate the payment amount due to the State. Attachment T.8 and Appendix 20		1	
	C.17.10	Respondent's solution to accomplish an ACH sweep on dealers accounts on a periodic basis. Attachment T.9 and Appendix 20		1	
	C.17.11	Respondent's solution to provide viewable dealer purchase reports for that day's sales by that dealer. Attachment T.10 and Appendix 20		1	
The RFQ 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 2** *(maximum possible score)*		**=SCORE:**	
State Use – Evaluator Identification:					
State Use – RFQ Coordinator Signature, Printed Name & Date:					

ATTACHMENT C.18

TECHNICAL RESPONSE & EVALUATION GUIDE

SECTION C: TECHNICAL QUALIFICATIONS, EXPERIENCE & APPROACH. The Respondent should explain its approach to providing goods or services to the State. The items listed below represent specific questions the State would request you answer in your response. For ease of review, please annotate your explanation so that it contains references to the items listed below where they are addressed. Respondent should not feel constrained to answer only the specific questions listed below in its explanation and should feel free to provide attachments if necessary in an effort to provide a more thorough response.

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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.18.1	Respondent's solution to develop a commercial fishing module that will update the host in real time. Attachment U.1 and Appendix 21		1	
	C.18.2	Respondent's solution to create a customer record when appropriate. Attachment U.2 and Appendix 21		1	
	C.18.3	Respondent's solution to collect information required for processing commercial fishing harvest data. Attachment U.3 and Appendix 21		1	
	C.18.4	Respondent's solution to provide for the collection of a variable number of harvest types and associated data. Attachment U.3.E and Appendix 21		1	
	C.18.5	Respondent's solution to validate seller and buyer identification. Attachment U.4 and Appendix 21		1	
	C.18.6	Respondent's solution to create a commercial fishing table in the R.E.A.L. database and to link these transactions to both the buyer and seller customer records. Attachment U.5 and Appendix 21		1	
	C.18.7	Respondent's solution to create a printable receipt for the seller. Attachment U.6 and Appendix 21		1	
	C.18.8	Respondent's solution to create administrative daily reports (with print		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**
		and export capabilities). Attachment U.7 and Appendix 21			
	C.18.9	Respondent's solution to calculate the payment amount due to the State. Attachment U.8 and Appendix 21		1	
	C.18.10	Respondent's solution to accomplish an ACH sweep on dealers accounts on a periodic basis. Attachment U.9 and Appendix 21		1	
	C.18.11	Respondent's solution to provide viewable dealer purchase reports for that day's sales by that dealer. Attachment U.10 and Appendix 21		1	
The RFQ 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 2** *(maximum possible score)*		**=SCORE:**	
State Use – Evaluator Identification:					
State Use – RFQ Coordinator Signature, Printed Name & Date:					

ATTACHMENT C.19

TECHNICAL RESPONSE & EVALUATION GUIDE

SECTION C: TECHNICAL QUALIFICATIONS, EXPERIENCE & APPROACH. The Respondent should explain its approach to providing goods or services to the State. The items listed below represent specific questions the State would request you answer in your response. For ease of review, please annotate your explanation so that it contains references to the items listed below where they are addressed. Respondent should not feel constrained to answer only the specific questions listed below in its explanation and should feel free to provide attachments if necessary in an effort to provide a more thorough response.

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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.19.1	Respondent's solution to create a captive wildlife customer record. Attachment V.1 and Appendix 22		1	
	C.19.2	Respondent's solution to collect information on a variable number of species per permit using screen prompts. Attachment V.2 and Appendix 22		1	
	C.19.3	Respondent's solution to download purchase data for fulfillment on a schedule to be set by TWRA. Attachment V.3 and Appendix 22		1	
	C.19.4	Respondent's solution to allow for multiple records of the same permit type for the same customer. Attachment V.4 and Appendix 22		1	
	C.19.5	Respondent's solution to allow for variable permit periods. Attachment V.5 and Appendix 22		1	
	C.19.6	Respondent's solution to provide a weekly on-line administrative report of permits for captive wildlife possession. Attachment V.6 and Appendix 22		1	
	C.19.7	Respondent's solution to provide daily fulfillment specified by TWRA. Attachment V.7 and Appendix 22		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**
The RFQ 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 8** *(maximum possible score)*		**=SCORE:**	
State Use – Evaluator Identification:					
State Use – RFQ Coordinator Signature, Printed Name & Date:					

ATTACHMENT C.20

TECHNICAL RESPONSE & EVALUATION GUIDE

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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.20.1	Respondent's solution to provide for the purchase of a boater education test admission using any of the available methodologies. Attachment W.1.A and Appendix 23		1	
	C.20.2	Respondent's solution to create a customer record when one does not exist. Attachment W.1.B and Appendix 23		1	
	C.20.3	Respondent's solution to provide a receipt for the customer regardless of the method used to purchase. Attachment W.1.C and Appendix 23		1	
	C.20.4	Respondent's solution to securely update the customer record from data transmitted from TWRA. Attachment W.1.D and Appendix 23		1	
	C.20.5	Respondent's solution to provide for the purchase of a boater education replacement card as a privilege type using any available methodologies. Attachment W.2.A and Appendix 23		1	
	C.20.6	Respondent's solution to verify customer has boater education certification. Attachment W.2.B and Appendix 23		1	
	C.20.7	Respondent's solution to provide a replacement card receipt for the customer regardless of the method		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**
		used to purchase. Attachment W.2.C and Appendix 23			
	C.20.8	Respondent's solution to reject the purchase when boater education certification cannot be verified, with a display referring customer to TWRA. Attachment W.2.D and Appendix 23		1	
	C.20.9	Respondent's solution to provide a file for download, on a daily basis, of required information to enable the fulfillment of boater education replacement cards. Attachment W.2.E and Appendix 23		1	
	C.20.10	Respondent's solution to create student lists for test admission. Attachment W.3.A, Attachment W.3.B, and Appendix 23		1	
	C.20.11	Respondent's solution for converting boating education file records from current records. Attachment W.4 and Appendix 23		1	
The RFQ 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 5** *(maximum possible score)*		**=SCORE:**	
State Use – Evaluator Identification:					
State Use – RFQ Coordinator Signature, Printed Name & Date:					

ATTACHMENT C.21

TECHNICAL RESPONSE & EVALUATION GUIDE

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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.21.1	Respondent's solution to provide a basic/generic quota hunt application and draw system. Attachment X.1 and Appendix 24		1	
	C.21.2	Respondent's solution to deliver a quota hunt application to public using all sale platforms. Attachment X.2, and Appendix 24		1	
	C.21.3	Respondent's solution to allow individuals or party members to apply for quota hunt. Attachment X.3 and Appendix 24		1	
	C.21.4	Respondent's solution to allow individuals or party leaders to select choices and number of permits desired. Attachment X.4 and Appendix 24		1	
	C.21.5	Respondent's solution to provide an automated accounting system specifically for quota hunts. Attachment X.5 and Appendix 24		1	
	C.21.6	Respondent's solution to apply business rules for multiple quota hunts. Attachment X.6 and Appendix 24		1	
	C.21.7	Respondent's solution to provide a means to assign priority to applicants who are unsuccessful, maintain a history file on priority points, and reset priority points after applicant is drawn. Attachment X.7 and Appendix 24		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**
	C.21.8	Respondent's solution to provide a series of priority draws and draws without priority. Attachment X.8 and Appendix 24		1	
	C.21.9	Respondent's solution to provide a means for quota hunt administrator to make online updates or deletions to customer application records. Attachment X.9 and Appendix 24		1	
	C.21.10	Respondent's solution to provide a means to make administrative changes to parties. Attachment X.10 and Appendix 24		1	
	C.21.11	Respondent's solution to provide quota hunt reports (with print and export capabilities). Attachment X.11 and Appendix 24		1	
	C.21.12	Respondent's solution to provide quota hunt tables and means for their maintenance. Attachment X.12 and Appendix 24		1	
	C.21.13	Respondent's solution for converting quota hunt priority history file records from current records. Attachment X.13 and Appendix 24		1	
	C.21.14	Respondent's solution to provide ability to enter applications into system via batch entry program. Attachment X.14 and Appendix 24		1	
	C.21.15	Respondent's solution to provide ability to add additional quota hunt types. Attachment X.15 and Appendix 24		1	
The RFQ 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 22** *(maximum possible score)*		**=SCORE:**	

RESPONDENT LEGAL ENTITY NAME:					
Response Page # (Respondent completes)	**Item Ref.**	**Section C— Technical Qualifications, Experience & Approach Items**	**Item Score**	**Evaluation Factor**	**Raw Weighted Score**
State Use – Evaluator Identification:					
State Use – RFQ Coordinator Signature, Printed Name & Date:					

ATTACHMENT C.22

TECHNICAL RESPONSE & EVALUATION GUIDE

SECTION C: TECHNICAL QUALIFICATIONS, EXPERIENCE & APPROACH. The Respondent should explain its approach to providing goods or services to the State. The items listed below represent specific questions the State would request you answer in your response. For ease of review, please annotate your explanation so that it contains references to the items listed below where they are addressed. Respondent should not feel constrained to answer only the specific questions listed below in its explanation and should feel free to provide attachments if necessary in an effort to provide a more thorough response.

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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.22.1	Respondent's solution to update big game harvest data to host in real-time. Attachment Y.1 and Appendix 25		1	
	C.22.2	Respondent's solution to collect the specified harvest data. Attachment Y.2 and Appendix 25		1	
	C.22.3	Respondent's solution to create a harvest log. Attachment Y.3 and Appendix 25		1	
	C.22.4	Respondent's solution to provide internet harvest reports with date range queries. Attachment Y.4 and Appendix 25		1	
	C.22.5	Respondent's solution to provide administrative harvest reports and harvest queries. Attachment Y.5 and Appendix 25		1	
	C.22.6	Respondent's solution to provide appropriate harvest table structure and database administration. Attachment Y.6 and Appendix 25		1	
	C.22.7	Respondent's solution to load historical harvest data to host system. Attachment Y.7 and Appendix 25		1	
	C.22.8	Respondent's solution to provide applicable historical internet/mobile harvest reports with date range queries.		1	

		Attachment Y.8 and Appendix 25			
	C.22.9	Respondent's solution to provide a hunter toolbox website with specified functionality. Attachment Y.9 and Appendix 25		1	
	C.22.10	Respondent's solution for converting big game harvest file records from current records. Attachment Y.10 and Appendix 25		1	
	C.22.11	Respondent's solution for converting historical big game harvest file records from current records. Attachment Y.11 and Appendix 25		1	
The RFQ 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 15** *(maximum possible score)*		**=SCORE:**	
State Use – Evaluator Identification:					
State Use – RFQ Coordinator Signature, Printed Name & Date:					

ATTACHMENT C.23

TECHNICAL RESPONSE & EVALUATION GUIDE

SECTION C: TECHNICAL QUALIFICATIONS, EXPERIENCE & APPROACH. The Respondent should explain its approach to providing goods or services to the State. The items listed below represent specific questions the State would request you answer in your response. For ease of review, please annotate your explanation so that it contains references to the items listed below where they are addressed. Respondent should not feel constrained to answer only the specific questions listed below in its explanation and should feel free to provide attachments if necessary in an effort to provide a more thorough response.

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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.23.1	Respondent's solution to update host in real time using internet/mobile technology. Attachment Z.1 and Appendix 26		1	
	C.23.2	Respondent's solution to provide accurate harvest reports and database administration by updating internet/mobile transactions into master harvest database. Attachment Z.2 and Appendix 26		1	
	C.23.3	Respondent's solution to automatically update process date and harvest year per each internet/mobile harvest transaction. Attachment Z.3 and Appendix 26		1	
	C.23.4	Respondent's solution to provide a unique confirmation number (transaction number) per each internet/mobile harvest. Attachment Z.4 and Appendix 26		1	
	C.23.5	Respondent's solution to finalize internet/mobile harvest transaction for customer. Attachment Z.5 and Appendix 26		1	
	C.23.6	Respondent's solution to collect specified harvest data using internet/mobile method. Attachment Z.6 and Appendix 26		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**
The RFQ 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 5** *(maximum possible score)*		**=SCORE:**	
State Use – Evaluator Identification:					
State Use – RFQ Coordinator Signature, Printed Name & Date:					

ATTACHMENT C.24

TECHNICAL RESPONSE & EVALUATION GUIDE

SECTION C: TECHNICAL QUALIFICATIONS, EXPERIENCE & APPROACH. The Respondent should explain its approach to providing goods or services to the State. The items listed below represent specific questions the State would request you answer in your response. For ease of review, please annotate your explanation so that it contains references to the items listed below where they are addressed. Respondent should not feel constrained to answer only the specific questions listed below in its explanation and should feel free to provide attachments if necessary in an effort to provide a more thorough response.

The Evaluation Team, made up of three (3) 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 scores 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.24.1	Respondent's solution to provide the means for customers to register for permanently registered waterfowl blinds. Attachment AA.1 and Appendix 27		1	
	C.24.2	Respondent's solution to cross-reference the current license year registrant file for eligibility verification. Attachment AA.2 and Appendix 27		1	
	C.24.3	Respondent's solution to provide for the sale of sign-on permits at the time of the registration. Attachment AA.3 and Appendix 27		1	
	C.24.4	Respondent's solution to provide for the sale/designation of sign-on permits after the initial registration. Attachment AA.4 and Appendix 27		1	
	C.24.5	Respondent's solution to provide for the printing of registrant permits and sign-on permits as required, according to specifications Attachment AA.5 and Appendix 27		1	
	C.24.6	Respondent's solution to provide for the sale of replacement registration permits, subject to verifications. Attachment AA.6 and Appendix 27		1	
	C.24.7	Respondent's solution to provide a listing of Reelfoot waterfowl blind and sign-on permits.		1	

		Attachment AA.7 and Appendix 27			
	C.24.8	Respondent's solution to provide a process to query the Reelfoot blind data in a replicated database. Attachment AA.8 and Appendix 27		1	
The RFQ 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 4** *(maximum possible score)*	**=SCORE:**	
State Use – Evaluator Identification:					
State Use – RFQ Coordinator Signature, Printed Name & Date:					

ATTACHMENT C.25

TECHNICAL RESPONSE & EVALUATION GUIDE

SECTION C: TECHNICAL QUALIFICATIONS, EXPERIENCE & APPROACH. The Respondent should explain its approach to providing goods or services to the State. The items listed below represent specific questions the State would request you answer in your response. For ease of review, please annotate your explanation so that it contains references to the items listed below where they are addressed. Respondent should not feel constrained to answer only the specific questions listed below in its explanation and should feel free to provide attachments if necessary in an effort to provide a more thorough response.

The Evaluation Team, made up of three (3) 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 scores 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.25.1	Respondent's solution to create a customer record containing the required falconry information. Attachment AB.1 and Appendix 28		1	
	C.25.2	Respondent's solution to provide data through a download on a schedule to be set for the fulfillment of falconry permits. Attachment AB.2 and Appendix 28		1	
	C.25.3	Respondent's solution to provide for the sale of falconry permits that correspond to a three fiscal year period. Attachment AB.3 and Appendix 28		1	
	C.25.4	Respondent's solution to create a monthly administrative report on falconry permits as specified. Attachment AB.4 and Appendix 28		1	
The RFQ 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 2** *(maximum possible score)*		**=SCORE:**	
State Use – Evaluator Identification:					

RESPONDENT LEGAL ENTITY NAME:					
Response Page # (Respondent completes)	**Item Ref.**	**Section C— Technical Qualifications, Experience & Approach Items**	**Item Score**	**Evaluation Factor**	**Raw Weighted Score**
State Use – RFQ Coordinator Signature, Printed Name & Date:					

ATTACHMENT C.26

TECHNICAL RESPONSE & EVALUATION GUIDE

SECTION C: TECHNICAL QUALIFICATIONS, EXPERIENCE & APPROACH. The Respondent should explain its approach to providing goods or services to the State. The items listed below represent specific questions the State would request you answer in your response. For ease of review, please annotate your explanation so that it contains references to the items listed below where they are addressed. Respondent should not feel constrained to answer only the specific questions listed below in its explanation and should feel free to provide attachments if necessary in an effort to provide a more thorough response.

The Evaluation Team, made up of three (3) 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 scores 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.26.1	Respondent's solution to produce a Pilot Project plan. Attachment AL.1, Attachment AL.2, and Appendix 29		1	
	C.26.2	Respondent's solution to implement the Pilot. Attachment AL.3 and Appendix 29		1	
	C.26.3	Respondent's solution to include all modules and equipment in Pilot Project. Attachment AL.4 and Appendix 29		1	
	C.26.4	Respondent's solution to operate Pilot Project and correct any deficiencies found. Attachment AL.5 and Appendix 29		1	
	C.26.5	Respondent's solution to include all platform agents in the Pilot Project. Attachment AL.6 and Appendix 29		1	
	C.26.6	Respondent's solution to upload privilege data weekly during the Pilot Project. Attachment AL.7 and Appendix 29		1	
The RFQ 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)*			

RESPONDENT LEGAL ENTITY NAME:					
Response Page # (Respondent completes)	**Item Ref.**	**Section C— Technical Qualifications, Experience & Approach Items**	**Item Score**	**Evaluation Factor**	**Raw Weighted Score**
Total Raw Weighted Score / **Maximum Possible Raw Weighted Score** *(i.e., 5 x the sum of item weights above)*		**x 24** *(maximum possible score)*		**SCORE:**	
State Use – Evaluator Identification:					
State Use – RFQ Coordinator Signature, Printed Name & Date:					

ATTACHMENT C.27

TECHNICAL RESPONSE & EVALUATION GUIDE

SECTION C: TECHNICAL QUALIFICATIONS, EXPERIENCE & APPROACH. The Respondent should explain its approach to providing goods or services to the State. The items listed below represent specific questions the State would request you answer in your response. For ease of review, please annotate your explanation so that it contains references to the items listed below where they are addressed. Respondent should not feel constrained to answer only the specific questions listed below in its explanation and should feel free to provide attachments if necessary in an effort to provide a more thorough response.

The Evaluation Team, made up of three (3) 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 scores 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.27.1	Add any additional information on business processes or options the proposer would suggest to make the REAL System a success. Please note, any additions from this section MUST be included at no additional cost to the State.		1	
The RFQ 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 24** *(maximum possible score)*		**=SCORE:**	
State Use – Evaluator Identification:					
State Use – RFQ Coordinator Signature, Printed Name & Date:					

ATTACHMENT D

Cost Proposal & Evaluation Guide

For Qualified Respondents Only

Cost Proposals/Negotiations will only be requested of Qualified Respondents in the competitive range. This is a place holder for the document that will be issued to Qualified Respondents at that part of the procurement process.

D

Cost Proposal & Evaluation Guide

For Qualified Respondents Only

NOTICE: THIS COST PROPOSAL MUST BE COMPLETED EXACTLY AS REQUIRED

COST PROPOSAL SCHEDULE— The Cost Proposal, detailed below, shall indicate the proposed price for the delivery of specified goods for the entire scope of services including all services defined in the Scope of Services of the RFQ Attachment G, *pro forma* Contract and 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 RFQ. All monetary amounts shall be in U.S. currency and limited to two (2) places to the right of the decimal point.

Note: The State currently has approximately 1250 POS devices. It is the intention of the State to reduce that number with the new contractor. The State will determine the exact number after finalizing the RFQ process. Therefore, the State is requesting transactional costs based upon how many POS devices the contractor will maintain and service.

Each * line indicates any transaction that is not a Harvest or Quota Hunt Transaction.

NOTICE: The Evaluation Factor associated with each cost item 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 RFQ Attachment G), “The State is under no obligation to request work from the Contractor in any specific dollar amounts or to request any work 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 proposing entity to the provisions of this RFQ and any contract awarded pursuant to it. If said individual is not the *President* or *Chief Executive Officer*, this document must attach evidence showing the individual’s authority to legally bind the proposing entity.

RESPONDENT SIGNATURE:	
PRINTED NAME & TITLE:	
DATE:	

RESPONDENT LEGAL ENTITY NAME:																
	Proposed Cost													**State Use ONLY**		
Cost Item Description	**0 – 100 POS**	**101 – 200 POS**	**201 – 300 POS**	**301 – 400 POS**	**401 – 500 POS**	**501 – 600 POS**	**601 – 700 POS**	**701 – 800 POS**	**801 – 900 POS**	**901 – 1000 POS**	**1001 – 1100 POS**	**1101 – 1200 POS**	**1201-1300 POS**	**Sum**	**Evaluation Factor**	**Evaluation Cost** (sum x factor)
One Completed Point of Sale Transaction*	$ /EACH	$ /EACH	$ /EACH	$ /EACH	$ /EACH	$ /EACH	$ /EACH	$ /EACH	$ /EACH	$ /EACH	$ /EACH	$ /EACH	$ /EACH		1182	
One Completed Point of Sale Harvest Transaction	$ /EACH	$ /EACH	$ /EACH	$ /EACH	$ /EACH	$ /EACH	$ /EACH	$ /EACH	$ /EACH	$ /EACH	$ /EACH	$ /EACH	$ /EACH		71	
One Completed Point of Sale Quota Hunt Transaction	$ /EACH	$ /EACH	$ /EACH	$ /EACH	$ /EACH	$ /EACH	$ /EACH	$ /EACH	$ /EACH	$ /EACH	$ /EACH	$ /EACH	$ /EACH		6	
One Completed WEB POS Transaction*	$ /EACH	$ /EACH	$ /EACH	$ /EACH	$ /EACH	$ /EACH	$ /EACH	$ /EACH	$ /EACH	$ /EACH	$ /EACH	$ /EACH	$ /EACH		3	
One Completed WEB POS Harvest Transaction	$ /EACH	$ /EACH	$ /EACH	$ /EACH	$ /EACH	$ /EACH	$ /EACH	$ /EACH	$ /EACH	$ /EACH	$ /EACH	$ /EACH	$ /EACH		2	
One Completed	$	$	$	$	$	$	$	$	$	$	$	$	$		2	

RESPONDENT LEGAL ENTITY NAME:																
	Proposed Cost													**State Use ONLY**		
Cost Item Description	**0 – 100 POS**	**101 – 200 POS**	**201 – 300 POS**	**301 – 400 POS**	**401 – 500 POS**	**501 – 600 POS**	**601 – 700 POS**	**701 – 800 POS**	**801 – 900 POS**	**901 – 1000 POS**	**1001 – 1100 POS**	**1101 – 1200 POS**	**1201-1300 POS**	**Sum**	**Evaluation Factor**	**Evaluation Cost** (sum x factor)
WEB POS Quota Hunt Transaction	/EACH	/EACH	/EACH	/EACH	/EACH	/EACH	/EACH	/EACH	/EACH	/EACH	/EACH	/EACH	/EACH			
One Completed Mobile Transaction*	$ /EACH	$ /EACH	$ /EACH	$ /EACH	$ /EACH	$ /EACH	$ /EACH	$ /EACH	$ /EACH	$ /EACH	$ /EACH	$ /EACH	$ /EACH		53	
One Completed Mobile Harvest Transaction	$ /EACH	$ /EACH	$ /EACH	$ /EACH	$ /EACH	$ /EACH	$ /EACH	$ /EACH	$ /EACH	$ /EACH	$ /EACH	$ /EACH	$ /EACH		91	
One Completed Mobile Quota Hunt Transaction	$ /EACH	$ /EACH	$ /EACH	$ /EACH	$ /EACH	$ /EACH	$ /EACH	$ /EACH	$ /EACH	$ /EACH	$ /EACH	$ /EACH	$ /EACH		6	
One Completed Public Internet Transaction*	$ /EACH	$ /EACH	$ /EACH	$ /EACH	$ /EACH	$ /EACH	$ /EACH	$ /EACH	$ /EACH	$ /EACH	$ /EACH	$ /EACH	$ /EACH		172	
One Completed Public	$ /EACH	$ /EACH	$ /EACH	$ /EACH	$ /EACH	$ /EACH	$ /EACH	$ /EACH	$ /EACH	$ /EACH	$ /EACH	$ /EACH	$ /EACH		43	

RESPONDENT LEGAL ENTITY NAME:																
	Proposed Cost													**State Use ONLY**		
Cost Item Description	**0 – 100 POS**	**101 – 200 POS**	**201 – 300 POS**	**301 – 400 POS**	**401 – 500 POS**	**501 – 600 POS**	**601 – 700 POS**	**701 – 800 POS**	**801 – 900 POS**	**901 – 1000 POS**	**1001 – 1100 POS**	**1101 – 1200 POS**	**1201-1300 POS**	**Sum**	**Evaluation Factor**	**Evaluation Cost** (sum x factor)
Internet Harvest Transaction																
One Completed Public Internet Quota Hunt Transaction	$ /EACH	$ /EACH	$ /EACH	$ /EACH	$ /EACH	$ /EACH	$ /EACH	$ /EACH	$ /EACH	$ /EACH	$ /EACH	$ /EACH	$ /EACH		24	
One Completed Admin Transaction*	$ /EACH	$ /EACH	$ /EACH	$ /EACH	$ /EACH	$ /EACH	$ /EACH	$ /EACH	$ /EACH	$ /EACH	$ /EACH	$ /EACH	$ /EACH		76	
One Completed Admin Harvest Transaction	$ /EACH	$ /EACH	$ /EACH	$ /EACH	$ /EACH	$ /EACH	$ /EACH	$ /EACH	$ /EACH	$ /EACH	$ /EACH	$ /EACH	$ /EACH		2	
One Completed Admin Quota Hunt Transaction	$ /EACH	$ /EACH	$ /EACH	$ /EACH	$ /EACH	$ /EACH	$ /EACH	$ /EACH	$ /EACH	$ /EACH	$ /EACH	$ /EACH	$ /EACH		1	
TOTAL EVALUATION COST AMOUNT (sum of evaluation costs above)**:** The RFQ Coordinator will use this sum and the formula below to calculate the Cost Proposal Score. Numbers rounded to two (2)																

RESPONDENT LEGAL ENTITY NAME:																
	Proposed Cost													**State Use ONLY**		
Cost Item Description	**0 – 100 POS**	**101 – 200 POS**	**201 – 300 POS**	**301 – 400 POS**	**401 – 500 POS**	**501 – 600 POS**	**601 – 700 POS**	**701 – 800 POS**	**801 – 900 POS**	**901 – 1000 POS**	**1001 – 1100 POS**	**1101 – 1200 POS**	**1201-1300 POS**	**Sum**	**Evaluation Factor**	**Evaluation Cost** (sum x factor)
places to the right of the decimal point will be standard for calculations.																
								lowest D.1 evaluation cost amount from all proposals / **D.1 evaluation cost amount being evaluated**				**x 280**		**= D.1 SCORE:**	
State Use – RFQ Coordinator Signature, Printed Name & Date:																

RESPONDENT LEGAL ENTITY NAME:			
Proposed Cost		**State Use ONLY**	
Cost Item Description	Maximum Fee Amount (that may be charged per compensable increment)	**Evaluation Factor**	**Evaluation Cost** (sum x factor)
One Completed Mobile Transaction, Fulfilled	$ /EACH	1	
One Completed Mobile Transaction, Non-Fulfilled	$ /EACH	1,445	
One Completed Mobile Harvest Transaction, Fulfilled	$ /EACH	1	
One Completed Mobile Harvest Transaction, Non- Fulfilled	$ /EACH	875	
One Completed Mobile Quota Hunt Transaction, Fulfilled	$ /EACH	1	
One Completed Mobile Quota Hunt Transaction, Non-Fulfilled	$ /EACH	64	
One Completed Public Internet Transaction, Fulfilled	$ /EACH	98	
One Completed Public Internet Transaction, Non-Fulfilled	$ /EACH	922	
One Completed Public Internet Harvest Transaction, Fulfilled	$ /EACH	1	
One Completed Public Internet Harvest Transaction, Non-Fulfilled	$ /EACH	411	
One Completed Public Internet Quota Hunt Transaction, Fulfilled	$ /EACH	1	
One Completed Public Internet Quota Hunt Transaction, Non-Fulfilled	$ /EACH	228	
TOTAL EVALUATION COST AMOUNT (sum of evaluation costs above)**:** The RFQ 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 D.2 evaluation cost amount from all proposals / **D.2 evaluation cost amount being evaluated**	**x 50**	**= D.2 SCORE:**	
State Use – RFQ Coordinator Signature, Printed Name & Date:			

RESPONDENT LEGAL ENTITY NAME:	

CHANGE ORDER RATES SCHEDULE

The hourly change order rates, detailed below, shall indicate the proposed rates for processing all State-approved additional work. All monetary amounts are United States currency.

NOTE: The costs proposed must be fully loaded to cover travel, meals, and lodging expenses associated with providing the services; the State will not pay travel-related expenses separately.

The Proposer may enter zero (0) in a required Proposed Hourly Rate cell; however, the Proposer must not leave any required Proposed Rate cell blank. For evaluation and contractual purposes, the State shall interpret a blank Proposed Rate cell as zero (0).

NOTE: In Contract Section C.3.c, there is a seven percent (7 %) cap on the total amount of Additional Work that can be procured without amending the contract for additional funds. However, this cap is for contractual purposes only and does not apply to, or in any way restrict, the change order amounts that the vendor may propose below.

Cost Item Description	**Proposed Cost**	**State Use ONLY**	
		Evaluation Factor ***(Note: Actual usage is unknown. The evaluation factors below are estimated usage for cost evaluation only.)**	**Evaluation Cost** **(cost x factor)**
Senior Application Developer	$ /HOUR	250	
Application Developer / Data Analyst	$ /HOUR	800	
Quality Assurance Tester	$ /HOUR	400	
Business Analyst, Project Manager	$ /HOUR	200	
The RFQ Coordinator will use this sum and the formula below to calculate the Part C Cost Proposal Score. Numbers rounded to two (2) places to the right of the decimal point will be standard for calculations.		**Total Evaluation Cost Amount:** *(Sum of Evaluation Costs Above)*	
Lowest D.3 Evaluation Cost Amount from all Proposals / **Part D.3 Evaluation Cost Amount being evaluated**		**x 20** *(maximum section score)*	**= D.3 SCORE:**
		FINAL SCORE (TOTAL OF D.1, D.2, AND D.3):	

State Use ONLY – RFQ Coordinator Signature, Printed Name & Date:

ATTACHMENT E

STATEMENT OF CERTIFICATIONS AND ASSURANCES

An individual responding in his or her individual capacity or legally empowered to contractually bind the Respondent must complete and sign the Statement of Certifications and Assurances below as required, and this signed statement must be included with the response as required by the Request for Qualifications.

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 RFQ.
2. The Respondent will provide all specified goods or services as required by the contract awarded pursuant to this RFQ.
3. The Respondent accepts and agrees to all terms and conditions set out in the contract awarded pursuant to this RFQ.
4. The Respondent acknowledges and agrees that a contract resulting from the RFQ shall incorporate, by reference, all Response responses as a part of the contract.
5. The Respondent will comply, as applicable, 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 best of the undersigned's knowledge, information or belief, the information detailed within the Response to the RFQ is accurate.
7. The Response submitted to the RFQ was independently prepared, without collusion, and 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 the request or any potential resulting contract.
9. Both the Technical Response and the Cost Proposal submitted in response to the RFQ 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 RFQ.

By signature below, the signatory certifies legal authority to bind the responding entity to the provisions of this request and any contract awarded pursuant to it. The State may, at its sole discretion and at any time, require evidence documenting the signatory's authority to be personally bound or to legally bind the responding entity.

DO NOT SIGN THIS DOCUMENT IF YOU ARE NOT LEGALLY AUTHORIZED TO DO SO BY THE ENTITY RESPONDING TO THIS RFQ.

SIGNATURE & DATE: _____

PRINTED NAME & TITLE: _____

LEGAL ENTITY NAME: _____

FEIN or SSN:

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 responsible for obtaining completed reference questionnaires as required (refer to RFQ Attachment B, General Qualifications & Experience Items, Item B.17.), and for enclosing the sealed reference envelopes within the Respondent's Technical Proposal.

RFQ # 32801-00662 REFERENCE QUESTIONNAIRE

RESPONDENT NAME: RESPONDENT NAME (completed by respondent before reference is requested)

The "respondent name" specified above, intends to submit a response to the State of Tennessee in response to the Request for Qualifications (RFQ) indicated. As a part of such response, the respondent 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 respondent.

---

(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 do/did the vendor provide to your company or organization?

(4) What is the level of your overall satisfaction with the vendor of the goods or services described above?

RFQ # 32801-00662 PROPOSAL REFERENCE QUESTIONNAIRE — PAGE 2

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

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

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

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

(6) If the vendor 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 vendor's ability to perform based on your expectations and according to the contractual arrangements?

(8) In what areas of goods or service delivery do/did the vendor excel?

(9) In what areas of goods or service delivery do/did the vendor fall short?

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

RFQ # 32801-00662 PROPOSAL REFERENCE QUESTIONNAIRE — PAGE 3

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?

(11) Considering the staff assigned by the vendor 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 vendor 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?

RFQ # 32801-00662 PROPOSAL REFERENCE QUESTIONNAIRE — PAGE 4

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

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

DATE: _____

ATTACHMENT G

RFQ # 32801-00662 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 RFQ.

CONTRACT
BETWEEN THE STATE OF TENNESSEE,
Tennessee Wildlife Resources Agency
AND
CONTRACTOR NAME

This Contract, by and between the State of Tennessee, Tennessee Wildlife Resources Agency ("State") and Contractor Legal Entity Name ("Contractor"), is for the provision of Remote Easy Access License System, as further defined in the "SCOPE." State and Contractor may be referred to individually as a "Party" or collectively as the "Parties" to this Contract.

The Contractor is a/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:

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

A.2. **General scope of the services to be provided.** The Contractor shall develop, implement, and manage the automated hunting and fishing license sales system referred to as Real Easy Access License (R.E.A.L.). The Contractor shall also migrate all existing data into the new system. Any references to Liquidated Damages (Attachment AH, Liquidated Damages) are new and will apply to this contract.

The solution must enable the State to sell hunting and fishing licenses, register boats, take applications for and run quota hunt draws, collect harvest information, and numerous other functions as detailed throughout this document. The solution must enable the State staff, as well as, the remote retail establishments to perform these tasks as outlined. If it does not materially meet the performance specifications, the Contractor shall correct the hardware and software configurations in a timely manner at no cost to the State.

Specifically, the Contractor's services are detailed in Attachment A, Attachment B, Attachment C, Attachment D, Attachment E, Attachment F, Attachment G, Attachment H, Attachment I, Attachment J, Attachment K, Attachment L, Attachment M, Attachment N, Attachment O, Attachment P, Attachment Q, Attachment R, Attachment S, Attachment T, Attachment U, Attachment V, Attachment W, Attachment X, Attachment Y, Attachment Z, Attachment AA , Attachment AB, Attachment AE, and Attachment AG. In high level outline form the solution shall include:

A.2.1 The general system requirements include solutions to provide such functions as transaction editing, access and data security, disaster recovery, system recovery, documentation, audit trails, system constraints and interfaces, purging and archiving.

A.2.2 The equipment and paper materials must be provided, deployed, and maintained by the contractor as part of the solution to include point of sale terminal equipment to designated license agent retail establishments.

A.2.3 A sales delivery system must be provided to both the State staff and the license agent locations. Specifically there are four main platforms with the REAL system:

internet/mobile based sales to the public, point of sale at the retail locations, web-based retail locations, and web-based administrative sales at the State locations.

A.2.4 A help desk for the administration, license agents and customers.

A.2.5 A host platform configuration robust in size to house and maintain over 5 million customer records and over 20 million sales records.

A.2.6 Accounting reports for the State staff.

A.2.7 Inquiry and update functions for the State staff.

A.2.8 ACH report and communication functions provided on a regular basis against the license agent accounts.

A.2.9 Agent and State staff training responsibilities.

A.2.10 Sales and data collection modules:

License Sales
Boat Registration
Commercial Fishing
Commercial Musseling
Quota Hunt Application and Drawing
Harvest data collection using the internet, administrative screens, and web application
Captive Wildlife
Magazine Subscriptions
Boating and Hunter Education Data
Reelfoot Waterfowl Blinds
Falconry Permits

A.2.11 Ad hoc reporting capabilities.

A.2.12 Project Approach and Management.

2.12.1. Attachments A and B provide a detailed description of the methodology the Contractor must follow when tasked with a change order Memorandum of Understanding (MOU) or any development endeavor.

Tennessee Business Solutions Methodology (TBSM). The Contractor will provide any requested development for the R.E.A.L. system using the State's TBSM. A copy can be provided upon request.

During each of the project phases, the contractor will have the responsibilities and will produce the project deliverables set forth in Attachment B, Project Management. The contractor will manage the project, perform all required tasks, and produce project deliverables in accordance with the requirements stated in Attachment A and Attachment B.

2.12.2. Attachment AF, System Environments, provides a brief description of the system environments that the contractor must provide.

2.12.3. The Contractor must meet the planned timetable for any planned MOU, using the schedule as agreed upon by the State and the Contractor. See Attachment AD, Change Control.

2.12.4. The Contractor may be assessed damages by the state, as described in Attachment AH, Liquidated Damages, when implementation events and production standards are not met by the Contractor.

2.12.5. The Contractor must provide system documentation in electronic format which must be kept updated as changes are made.

A.3 The Contractor must provide to the State a *Statement on Standards for Attestation Engagements No. 16 (SSAE 16) Reporting on Controls at a Service Organization* annually.

A.4. Glossary of Terms: The state has provided the contractor with Attachment AI, Glossary. This glossary provides a dictionary of terms used throughout the contract.

A.5 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:

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

(2) the specific effort involved in completing the change(s);

(3) the expected schedule for completing the change(s);

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

(5) 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.

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.

c. 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.6. Data Ownership.

The State will own all right, title and interest in its data that is related to the services provided by this contract. The Contractor shall not access State user accounts or State data except:

1. In the course of data center operations,
2. In response to service or technical issues,
3. As required by the express terms of this contract, or
4. At the State's written request.

All data obtained by the Contractor in the performance of this contract shall become and remain the property of the State. The State will retain unrestricted rights to State data. The State also maintains the right to request full copies of the data at any time, including upon termination or ending of the contract for any reason.

Protection of personal privacy and data shall be an integral part of the business activities of the Contractor to ensure there is no inappropriate or unauthorized use of State information at any time. To this end, the Contractor shall safeguard the confidentiality, integrity and availability of State information and comply with the following conditions:

1. At no time shall any data or processes that either belong to or are intended for the use of the State or its officers, agents or employees, be copied, disclosed or retained by the Contractor for subsequent use in any transaction that does not include the State.
2. The Contractor shall not use any information collected in connection with the service issued from this proposal for any purpose other than fulfilling the service.

A.7. Warranty. Contractor represents and warrants that the term of the warranty ("Warranty Period") shall be the greater of the Term of this Contract or any other warranty general offered by Contractor, its suppliers, or manufacturers to customers of its goods or services. The goods or services provided under this Contract shall conform to the terms and conditions of this Contract throughout the Warranty Period. 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.

Contractor represents and warrants that the State is authorized to possess and use all equipment, materials, software, and deliverables provided under this Contract.

Contractor represents and warrants that all goods or services provided under this Contract shall be provided in a timely and professional manner, by qualified and skilled individuals, and in conformity with standards generally accepted in Contractor's industry.

If Contractor fails to provide the goods or services as warranted, then Contractor will re-provide the goods or services at no additional charge. If Contractor is unable or unwilling to re-provide the goods or services as warranted, then the State shall be entitled to recover the fees paid to Contractor for the Defective goods or services. Any exercise of the State's rights under this Section shall not prejudice the State's rights to seek any other remedies available under this Contract or applicable law.

A.8. Inspection and Acceptance. The State shall have the right to inspect all goods or services provided by Contractor under this Contract. If, upon inspection, the State determines that the

goods or services are Defective, the State shall notify Contractor, and Contractor shall re-deliver the goods or provide the services at no additional cost to the State. If after a period of thirty (30) days following delivery of goods or performance of services the State does not provide a notice of any Defects, the goods or services shall be deemed to have been accepted by the State.

B. TERM OF CONTRACT:

This Contract shall be effective on November 1, 2015 ("Effective Date") and extend for a period of one hundred twenty (120) 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:

Goods or Services Description	**Amount** (per compensable increment)
One Completed Point of Sale Transaction*	$ Number each
One Completed Point of Sale Harvest Transaction	$ Number each
One Completed Point of Sale Quota Hunt Transaction Sportsman	$ Number each
One Completed Point of Sale Quota Hunt Transaction Non-Sportsman	$ Number each
One Completed WEB POS Transaction*	$ Number each
One Completed WEB POS Harvest Transaction	$ Number each

One Completed WEB POS Quota Hunt Transaction	$ Number each
One Completed Internet/Mobile Transaction*	$ Number each
One Completed Internet/Mobile Harvest Transaction	$ Number each
One Completed Internet/Mobile Quota Hunt Transaction	$ Number each
One Completed Admin Transaction*	$ Number each
One Completed Admin Harvest Transaction	$ Number each
One Completed Admin Quota Hunt Transaction	$ Number each

* Each * line indicates any transaction that is not a Harvest or Quota Hunt Transaction.

c. The Contractor shall be compensated for changes requested and performed pursuant to Contract Section A.6, without a formal amendment of this Contract based upon the payment rates detailed in the schedule below and as agreed pursuant to Section A.6, PROVIDED THAT compensation to the Contractor for such “change order” work shall not exceed SEVEN PERCENT (7%) of the sum of milestone payment rates detailed in Section C.3.b., above (which is the total cost for the milestones and associated deliverables set forth in Contract Sections A.2., through A.8.). If, at any point during the Term, the State determines that the cost of necessary “change order” work would exceed the maximum amount, the State may amend this Contract to address the need.

Service Description	Amount (per compensable increment)
Senior Application Developer	$ Amount per hour
Application Developer/ Data Analyst	$ Amount per hour
Quality Assurance Tester	$ Amount per hour
Business Analyst, Project Manager	$ Amount per hour
NOTE: The Contractor shall not be compensated for travel time to the primary location of service provision.	

d. The Contractor may be compensated by lees charged by the Contractor to third party purchasers of services as detailed below, PROVIDED THAT the State will neither have nor incur any responsibility whatsoever for said compensation (and such third party fees shall not be limited by the Contract maximum Liability established in Section C.1.), AND the Contractor shall NOT charge third party purchasers fees for any service except as detailed below.

Service Description	Maximum Fee Amount (that may be charged per compensable increment)
One Completed Mobile Transaction, Fulfilled	$
One Completed Mobile Transaction, Non-Fulfilled	$
One Completed Mobile Harvest Transaction, Fulfilled	$
One Completed Mobile Harvest Transaction, Non- Fulfilled	$
One Completed Mobile Quota Hunt Transaction, Fulfilled	$
One Completed Mobile Quota Hunt Transaction, Non-Fulfilled	$
One Completed Public Internet Transaction, Fulfilled	$
One Completed Public Internet Transaction, Non-Fulfilled	$
One Completed Public Internet Harvest Transaction, Fulfilled	$
One Completed Public Internet Harvest Transaction, Non-Fulfilled	$
One Completed Public Internet Quota Hunt Transaction, Fulfilled	$
One Completed Public Internet Quota Hunt Transaction, Non-Fulfilled	$

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

C.5. Invoice Requirements. The Contractor shall invoice the State only for goods delivered and accepted by the State or services satisfactorily provided at the amounts stipulated in Section C.3., above. Contractor shall submit invoices and necessary supporting documentation, no more frequently than once a month, and no later than thirty (30) days after goods or services have been provided to the following address:

Tennessee Wildlife Resources Agency
Attn: Michael May
P.O. Box 40747
Nashville, TN 37204

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: Tennessee Wildlife Resources Agency, Information Technology Division
(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 other matter. A payment by the State shall not be construed as acceptance of goods delivered, any part of the services provided, or as approval of any amount invoiced.

C.7. Invoice Reductions. The Contractor's invoice shall be subject to reduction for amounts included in any invoice or payment that is determined by the State, on the basis of audits conducted in

accordance with the terms of this Contract, to not constitute proper compensation for goods delivered or services provided.

C.8. Deductions. The State reserves the right to deduct from amounts, which are or shall become due and payable to the Contractor under this or any contract between the Contractor and the State of Tennessee, any amounts that are or shall become due and payable to the State of Tennessee by the Contractor.

C.9. Prerequisite Documentation. The Contractor shall not invoice the State under this Contract until the State has received the following, properly completed documentation.

a. The Contractor shall complete, sign, and present to the State the "Authorization Agreement for Automatic Deposit Form" provided by the State. By doing so, the Contractor acknowledges and agrees that, once this form is received by the State, payments to the Contractor, under this or any other contract the Contractor has with the State of Tennessee, may be made by ACH; and

b. The Contractor shall complete, sign, and return to the State the State-provided W-9 form. The taxpayer identification number on the W-9 form must be the same as the Contractor's Federal Employer Identification Number or Social Security Number referenced in the Contractor's Edison registration information.

D. MANDATORY TERMS AND CONDITIONS:

D.1. Required Approvals. The State is not bound by this Contract until it is duly approved by the Parties and all appropriate State officials in accordance with applicable Tennessee laws and regulations. Depending upon the specifics of this Contract, this may include approvals by the Commissioner of Finance and Administration, the Commissioner of Human Resources, the Comptroller of the Treasury, and the Chief Procurement Officer. Approvals shall be evidenced by a signature or electronic approval.

D.2. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Contract shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by email or facsimile transmission with recipient confirmation. All communications, regardless of method of transmission, shall be addressed to the respective Party at the appropriate mailing address, facsimile number, or email address as stated below or any other address provided in writing by a Party.

The State:

UPS	US Postal Service	Federal Express
Michael May	Michael May	Michael May
Chief of Information Technology	Chief of Information Technology	Chief of Info. Technology
Ellington Agricultural Center	Ellington Agricultural Center	TWRA
440 Hogan Road	P.O. Box 40747	Ellington Agricultural Center
Nashville, TN 37220	Nashville, TN 37204	5107 Edmondson Pike
		Nashville, TN 37211

Telephone # (615) 781-6639
FAX # (615) 837-4261
Email Michael.May@tn.gov

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 AK, 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: (i) intellectual property or any Contractor indemnity obligations for infringement for third-party intellectual property rights; (ii) any claims covered by any specific provision in the Contract providing for liquidated damages; or (iii) any claims for intentional torts, criminal acts, fraudulent conduct, or acts or omissions that result in personal injuries or death.

D.19. Hold Harmless. The Contractor agrees to indemnify and hold harmless the State of Tennessee as well as its officers, agents, and employees from and against any and all claims, liabilities, losses, and causes of action which may arise, accrue, or result to any person, firm, corporation, or other entity which may be injured or damaged 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 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.23. Debarment and Suspension. The Contractor certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:

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

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

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

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

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

D.24. Force Majeure. "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the Party except to the extent that the non-performing Party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing Party through the use of alternate sources, workaround plans or other means. A strike, lockout or labor dispute shall not excuse either Party from its obligations under this Contract. Except as set forth in this Section, any failure or delay by a Party in the performance of its obligations under this Contract arising from a Force Majeure Event is not a default under this Contract or grounds for termination. The non-performing Party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the Party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Contractor's representatives, suppliers, subcontractors, customers or business apart from this Contract is not a Force Majeure Event under this Contract. Contractor will promptly notify the State of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the State within one (1) day of the inception of the delay) that a Force Majeure Event has occurred, and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Contractor's performance longer than forty-eight (48) hours, the State may, upon notice to Contractor: (a) cease payment of the fees until Contractor resumes performance of the affected obligations; or (b) immediately terminate this Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Contractor will not increase its charges under this Contract or charge the State any fees other than those provided for in this Contract as the result of a Force Majeure Event.

D.25. State and Federal Compliance. The Contractor shall comply with all applicable state and federal laws and regulations in the performance of this Contract.

D.26. Governing Law. This Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The Tennessee Claims Commission or the state or federal courts in Tennessee shall be the venue for all claims, disputes, or disagreements arising under this Contract. The Contractor acknowledges and agrees that any rights, claims, or remedies against

the State of Tennessee or its employees arising under this Contract shall be subject to and limited to those rights and remedies available under Tenn. Code Ann. §§ 9-8-101 - 407.

D.27. Entire Agreement. This Contract is complete and contains the entire understanding between the Parties relating to its subject matter, including all the terms and conditions of the Parties' agreement. This Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the Parties, whether written or oral.

D.28. Severability. If any terms and conditions of this Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions of this Contract shall not be affected and shall remain in full force and effect. The terms and conditions of this Contract are severable.

D.29. Headings. Section headings of this Contract are for reference purposes only and shall not be construed as part of this Contract.

D.30. Incorporation of Additional Documents. Each of the following documents is included as a part of this Contract by reference. In the event of a discrepancy or ambiguity regarding the Contractor's duties, responsibilities, and performance under this Contract, these items shall govern in order of precedence below:

a. any amendment to this Contract, with the latter in time controlling over any earlier amendments;
b. this Contract with any attachments or exhibits (excluding the items listed at subsections c. through f., below);
c. any clarifications of or addenda to the Contractor's proposal seeking this Contract;
d. the State solicitation, as may be amended, requesting responses in competition for this Contract;
e. any technical specifications provided to proposers during the procurement process to award this Contract; and,
f. the Contractor's response seeking this Contract.

D.31 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

vi) The Contractor self-insures its workers' compensation and is in compliance with the TDCI rules and Tenn. Code Ann. § 50-6-405.

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. Software License Warranty. Contractor grants a license to the State to use all software provided under this Contract in the course of the State's business and purposes.

E.5. Software Support and Maintenance Warranty. 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.

E.6 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.7 Lobbying. The Contractor certifies, to the best of its knowledge and belief, that:

a. No federally appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of an agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with any contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

c. The Contractor shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into and is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352.

E.8 Contractor Commitment to Diversity. The Contractor shall comply with and make reasonable business efforts to exceed the commitment to diversity represented by the Contractor's Response to RFQ #32801-00662 (Attachment B.15) and resulting in this Contract.

The Contractor shall assist the State in monitoring the Contractor's performance of this commitment by providing, as requested, a quarterly report of participation in the performance of this Contract by small business enterprises and businesses owned by minorities, women, and Tennessee service-disabled veterans. Such reports shall be provided to the State of Tennessee Governor's Office of Diversity Business Enterprise in the required form and substance.

E.9 Performance Bond. The Contractor shall provide to the State a performance bond guaranteeing full and faithful performance of all undertakings and obligations under this Contract, specifically faithful performance of the work in accordance with the plans, specifications, and contract documents. The performance bond shall be in an amount equal to Two Million Five Hundred Thousand Dollars and Zero Cents ($2,500,000.00). The State reserves the right to review the bond amount and bonding requirements at any time during the Term. The Contractor shall submit the bond no later than the day immediately preceding the Effective Date and in the manner and form prescribed by the State at Attachment AC. The bond shall be issued by a company licensed to issue such a bond in the state of Tennessee. The performance bond shall guarantee full and faithful performance of all undertakings and obligations for the Term, as the Contract is extended or renewed.

Failure to provide to the State the performance bond(s) as required under this Contract may result in this Contract being terminated by the State. The performance bond required under this Contract shall not be reduced during the Term without the State of Tennessee Central Procurement Office's prior written approval.

E.10 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 in Tenn. Code Ann. § 8-6-106.

E.11 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 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 to the State to verify and/or procure that Contractor is in full compliance with its obligations under this Contract in relation to PII. Upon termination or expiration of the Contract or at the State's direction at any time in its sole discretion, whichever is earlier, Contractor shall immediately return

to the State any and all PII which it has received under this Contract and shall destroy all records of such PII.

The Contractor shall report to the State any instances or 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.

IN WITNESS WHEREOF,

CONTRACTOR LEGAL ENTITY NAME:

CONTRACTOR SIGNATURE	**DATE**

PRINTED NAME AND TITLE OF CONTRACTOR SIGNATORY (above)

TENNESSEE WILDLIFE RESOURCES AGENCY:

ED CARTER, EXECUTIVE DIRECTOR	**DATE**

This Attachment describes the State's minimum requirements for conducting the project. It is subdivided into phases. Each phase is further divided into Contractor responsibilities, State responsibilities, and deliverables. Each Contractor responsibilities subsection describes the major tasks that the State requires to be performed.

1. Planning Phase

The objectives of the Planning Phase are to review and revise the system functional requirements; to arrange for a product functional demonstration; and to prepare for the remainder of the project by developing various management documents: Project Management Plan (including Project Work Plan, Project Reporting Procedures, Change Control Procedures, Problem Reporting Control Procedures), Quality Assurance Plan, and Systems Development Lifecycle Methodology.

A. Planning Phase Contractor Responsibilities

The Contractor has ultimate responsibility for preparation of deliverables in the Planning Phase. State staff will work closely with the Contractor during this phase to provide information and assistance in these critical tasks.

1. Review System Requirements

a. During walk-through sessions with the State project team, information unique to Tennessee (e.g. the current system, the environment, the management structure, and interfaces) will be presented and discussed. The State team will be prepared to give the Contractor an expeditious review of the project documentation and any other information requested by the Contractor. The review sessions will include the following system requirements:

1) State management.

2) Present system problems and their causes.

3) Functions unique to Tennessee.

4) Estimated transaction activity counts.

5) State or federal policy changes, if any.

b. During walk-through sessions with the State project team, the application's technical requirements and the State's infrastructure will be reviewed. Some of the issues to be addressed include security requirements (such as firewalls, virtual private networks (VPNS), etc.) and a review of the State policies and standards.

2. Revise system requirements

   The Contractor must thoroughly review the system requirements (Attachment C through Attachment AB) documentation and identify any adjustments or corrections needed before more analysis detail is added. The Contractor must make the needed adjustments or corrections and have them approved by the State.

3. Product Modifications Demonstration

   a. If using an existing software package, the Contractor must detail each change needed to bring the software package into compliance with the system requirements as defined in the planning review. The Contractor must outline the steps required to add a new function to the system. As the analysis of system requirements progresses in the Design Phase, additional modifications will require documentation and approval.

   b. All modifications must be documented so that the State can be assured that all changes have been made during subsequent testing tasks.

4. Prepare Project Management Plan

   The Contractor must develop a Project Management Plan (developed with the State's project management tool), see Attachment B.1.B) and maintain it throughout the project. This plan shall include:

   a. Project organization.

   b. Work Plan, which is composed of the following:

      1) A breakdown of the major phases of the project, accounting for all deliverables and milestones.

      2) An explanation of how the schedule provides for handling of potential and actual problems.

      3) Any assumptions or constraints identified by the Contractor.

      4) Critical path with parallel and dependent project tasks.

      5) The anticipated role of the State personnel and number of State people needed during the contract.

      6) A timetable for each task and deliverable.

5. Prepare Quality Assurance Plan

   See Attachment B.4.B

6. Prepare Project Reporting and Control Plan

   a. Prepare project-reporting procedures

   b. Prepare change control procedures. See Attachment B.4.J and the Change Control Form in Attachment AD

   c. Prepare problem reporting control plan. See Attachment B.4.I.

7. Prepare Systems Development Lifecycle Methodology

   a. The Systems Development Lifecycle Methodology must focus on the specific tasks, techniques, and deliverables which are unique to this contract needed to produce and maintain a working system. The strategy must also address use of State staff and documentation. It must include an explanation of the tools and environment the Contractor proposes for system development and a plan for installation.

   b. The systems development lifecycle methodology will be finalized in this task. The Contractor must conduct a walk-through of the strategy with State management and technical teams from the State. The Contractor must revise the strategy to meet State concerns and issues resulting from the walk-through to have the State confirm it as an appropriate approach for the project.

8. Prepare Human Resource Plan

   The Contractor will prepare a Human Resource Plan that identifies the processes and procedures used to manage staff throughout the contract. The plan must describe the project team organization, show the total number of personnel by category and type that will be required on a monthly basis, describe the roles and responsibilities assigned to each staff, discuss transition of staff to other assignments, and details usage of consulting services (if applicable). The Contractor must maintain the Human Resource Plan throughout the duration of the contract. If there is a change in the approved plan, the Contractor must provide an updated version to the State.

9. Prepare Risk Management Plan

   The Contractor will prepare a Risk Management Plan defining the process to identify, analyze, prioritize, plan, and monitor risks throughout the contract.

   The Risk Management Plan includes the risk management methodology, roles and responsibilities, definitions of probability and impact, when to perform risk management, and the categories of risk, risk tolerances, and reporting and tracking formats. The Risk Management Plan will also address technology risks, including compliance and/or non-compliance issues.

   The Contractor will identify and maintain risks in a risk register and provide this risk register to the State for review on a monthly basis.

B. Planning Phase State responsibilities

1. Assist Contractor in system requirements review.
2. Review and approve all Planning Phase deliverables.
3. Conduct quality review meetings.
4. Provide information and answer questions at Contractor request.
5. Obtain appropriate State approvals and commitment.

C. Planning Phase Deliverables (Contractor's Responsibility)

1. Analysis specifications, confirmed, and revised.
2. Modification document (software package only).
3. Project Management Plan.
   a. Project Work Plan.
   b. Project reporting procedures.
   c. Change control procedures.
   d. Problem reporting control procedures.
4. Quality Assurance Plan. See Attachment B.4.B
5. Systems Development Lifecycle Methodology.
6. Human Resource Plan

7. Risk Management Plan

2. Design Phase

The objective of the Design Phase is to develop a system design or design modifications to an existing application using structured design techniques to meet the system requirements. The use of a structured methodology will have a major impact in this area. In preparation for the development of the system, the detail in the analysis specifications must be expanded to a more elementary and detailed level. Expansion of the analysis will be the focus of the project at the beginning of this phase.

The following tasks are included in this phase: maintain the Project Management Plan; enhance the analysis specifications; construct and present a customized system overview; develop general and detailed system design; develop prototype for web applications, develop a database design, develop a Test Management Plan, Conversion Strategy, Implementation Strategy, and Training Strategy, which will address the preparation of training materials.

During the Design Phase the base system will be refined as additional functions are incorporated. This will necessitate multiple iterations of certain deliverables within this phase.

A. Design Phase Contractor Responsibilities

1. Maintain Project Management Plan

a. Review the Project Management Plan with State project management, adjust it as required, and obtain State approval to begin the phase.

b. Maintain the Work Plan, including the critical path time line, and report performance against the plan to the State on a weekly basis.

2. Analysis Enhancement

a. After the review and adjustment of the system requirements (Attachment C through Attachment AB) with the supporting data base design, the Contractor will work with the State staff to add the detail necessary to complete the design of the system.

b. As design progresses, the State expects detail to be added to the system requirements documentation. These enhancements will require approval by State personnel through the review process established in the Planning Phase.

3. Construct System Overview

   a. Present a graphic model to communicate broad design concepts and a narrative to explain the model in sufficient detail to present the business functions of the system.

   b. If an existing software package is proposed, include a Section in the overview that explains, at an overview level, how each of the system requirements is addressed in the existing software; or how this functionality will be added if it does not presently exist.

   c. List system risks and mitigation strategy.

   d. List system objectives.

4. Develop General and Detailed System Design

   a. The Contractor must provide a detailed system design describing its general approach to the creation of file structures, organization, access, and processing limitations regarding database design. The Contractor will develop a system design that supports the business requirements. Special consideration must be given to flexibility to add future functions and ease of maintenance so that legislative changes can be quickly implemented.

      1) Establish and document database design. Create file structures, organization, access, and processing limitations.

      2) Document system security constraints, backup and recovery design.

      3) Identify interface files and processing limitations. Define the operating environment, including architecture of the system and error control procedures.

      4) The Contractor will provide the State with a description of proposed telecommunications and proposed network interface requirements to accommodate the R.E.A.L. System that will affect the State architectural environment. The Contractor will ensure that the system will function in the State's current LAN/WAN infrastructure.

      5) Define standard layouts for report formats and screen displays, including screen paths. This must include POS terminals, WEB POS, and administrative screen written documentation, describing the flow of each.

b. If an existing software package is used, the Contractor must also provide an existing system/State requirements mapping document. This document will map, at a detailed level, every State-required function into the existing software to insure that the existing system will meet all of the State's needs including data structure and access to it. It is not sufficient to merely say that the function will be provided in the existing software; this document must be at a level of detail sufficient to show how the function will be provided. Any State-required functions not currently included in the existing software must be fully described and a design solution proposed that will meet the State's needs.

c. After the review period, the Contractor must, through a combination of presentation and system demonstration methods, conduct a thorough walk-through of the general and detailed design, indicating clearly how the design meets the State's specific requirements.

5. Develop Test Management Plan

a. The Contractor must provide a Test Management Plan describing its approach to managing and conducting testing activities. To be valid, this approach must conform to the following state parameter for system testing:

1) At the State's request, the Contractor must be prepared to replicate any tests using the State's test conditions and at a designated State site.

2) At the State's request, the Contractor must be prepared to provide the State with the test scenarios and data the Contractor used during its own systems tests.

b. In this phase, the Contractor must prepare a detailed system Test Management Plan. The Test Management Plan must address the technique used in all test environments-- unit test, integration test, regression test, system test, and user acceptance test. Regression testing must be performed after the addition of each new module/program and each module/program correction. Note that the State will actually perform the user acceptance test. The State has briefly defined each test in Attachment AF. The plan must address the objectives, the environment, the approach, test condition level and format, source and management of test data, and test validation procedures. The plan must also outline resource requirements in terms of personnel, hardware, testing tools, etc.

c. Procedures outlined in the plan must address test data management, problem reporting and tracking, software migration, and data backup and recovery.

6. Develop Conversion Strategy

a. In this phase, a Conversion Strategy must be developed that details the data conversion for each functional area identified in Attachment AE and confirms the preliminary implementation schedule presented by the State in Attachment AJ. The plan must address all data conversion requirements. The State will provide the data in an automated format to the Contractor for conversion. The plan must address, at a minimum, the following:

1) Conversion overview noting objectives, approach, impact, and resources

2) Conversion data (source and volume)

3) Conversion process (automated or manual, verification procedures, and acceptance responsibilities)

4) Conversion support (system policy and hardware)

5) Conversion schedule

6) Conversion preparation task outline

7) Conversion test (queries and program operation)

b. The conversion strategy must be developed in support of the implementation schedule developed for the system. The State will provide information and assistance in the development of the plan to ensure that any details unique to Tennessee are included.

c. It is the intent of the State that all necessary data must be converted. See Attachment AE for a description of the files that will require conversion.

7. Develop Installation Strategy

In preparation of the Installation Strategy, the Contractor will support the plans that have been developed for installing the system by defining the processes, schedules, hardware installation, software installation, and site preparation. The Installation Strategy must outline, at a minimum, the following:

a. Objectives and approach for components requiring installation.

b. Software installation relating to system issues.

c. Site preparation, addressing site-specific requirements and plan.

d. Installation schedule in coordination with plans for conversion and training.

8. Develop Training Strategy

a. The Contractor must develop a training plan which describes in detail its approach to meeting training and documentation requirements for both the agent users and the State staff. The descriptions must include methods to develop and deliver both training and documentation. To be valid, the training strategy must conform to the following State parameters for training:

1) The State will provide workspace for training of State staff, including basic presentation support equipment. The Contractor will provide the State staff training in the TWRA Nashville office.

2) The Contractor must provide agent training. This training need not be conducted one-on-one at the agent site, but may be conducted by group/area meetings, by telephone, by video, and/or by the use of manuals. At a minimum, the Contractor must use instructional manuals, and videos (or suitable substitute) and provide training on the telephone.

3) The Contractor must describe the general content of all training materials, training courses, and documentation.

b. In this phase, the Contractor will be required to develop a training strategy to ensure that all users and State staff are thoroughly trained in the use and support of the system.

c. The Contractor will develop user training strategy that will ensure initial training conducted by Contractor staff fully covers personnel from each functional area. (See Attachment N, Agent Training Requirements). The Contractor will be required to develop formalized classroom curricula for the system State user staff, State project team, and State Information Technology staff.

d. The Contractor will develop a system business training strategy that will ensure State staff is fully capable of utilizing all business aspects of the system. The Contractor will be required to develop classroom curricula for State business staff and State Information Technology staff. The training supplied by the Contractor must be sufficient to provide quality business user management and quality agent expertise (See Attachment

N, Agent Training Requirements for State personnel and agents to be trained).

e. The training strategy must include a training schedule for all groups that will support acceptance testing, conversion, Pilot Project and system implementation. Classroom training sessions for staff and other proposed training for agents will be conducted prior to implementation and will cover the user training materials in depth so that the trainees will be intimately familiar and knowledgeable with all training materials and system features.

f. User and operations manuals developed by the Contractor containing the information necessary to support and use the system will be used during the training sessions.

g. The training strategy will address, at a minimum, the following:

1) For State staff

i) Classroom training, including specifications of the size, appropriate staff, location, probable dates, duration of the classes, and development of appropriate curricula.

ii) Training follow-up— the Contractor will provide for follow-up to all training, to ensure that training was effective, and to correct any training curricula deficiencies.

iii) Training evaluation methodology, which includes a report of training effectiveness and validity.

iv) Recommendation of associated lead times for training.

v) A description of steps to be followed in preparing physical locations for training. All training for State staff will be conducted in the TWRA offices, Ellington Agricultural Center, Nashville, Tennessee.

vi) Proposed content of all training materials and a schedule for production of training materials.

2) For Agents

i) Development of appropriate curricula.

ii) Training follow-up— the Contractor will provide for follow-up to all training, to ensure that training was effective, and to correct any training curricula deficiencies.

iii) Training evaluation methodology, which includes a report of

training effectiveness and validity.

iv) Recommendation of associated lead times for training.

v) Recommendations for content of all training materials and a schedule for production of training materials.

h. All training materials provided by the Contractor can be reproduced and used as needed by the State.

B. Design Phase State Responsibilities

1. Participate in the design and development of the system.

2. Assist in analysis enhancement.

3. Review and approve all Design Phase deliverables.

4. Conduct Quality Review Board meetings.

5. Provide all available relevant documentation on current system operations.

6. Clarify, at the Contractor's request, State policies, regulations and procedures.

7. Identify users and operators to be trained.

8. Expedite the development of the system through an oversight and approval role with the Contractor in the daily activities associated with the completion of the design tasks.

9. Identify final system test site(s).

C. Design Phase Deliverables

1. Analysis specifications.

2. System overview.

3. General system design.

4. Detailed system design.

5. Test Management Plan.

6. Conversion Strategy.

7. Installation Strategy.

8. Training Strategy.

9. Updated Work Plan with critical path time line.

10. Database logical and physical designs and other file structures.

11. Forms, reports, and screen formats.

3. Programming and Testing Phase

A. The Contractor must provide a written document, describing the Implementation Plan for each functional area of the system.

B. In this phase of the project, the Contractor must develop application software to satisfy the system requirements and test the software with unit, integration, system, acceptance, and as changes are made, regression tests.

C. The Contractor will build upon the Test Management Plan, adding the details necessary to guarantee thorough testing at unit, integration, system, and user acceptance test levels, including regression testing.

D. During this phase, the Contractor must develop a detailed Conversion Plan, which includes all conversion procedures, and all appropriate conversion programs identified during system design.

E. The Contractor must train State testing staff during this phase. The Contractor must develop an Implementation Plan. The Contractor must develop State staff users' manuals for POS terminal use, administrative online screens, and WEB POS. The Contractor must provide quick reference users' cards. These deliverables must be approved in advance by the State.

F. Programming and testing phase Contractor responsibilities.

1. Maintain Project Management Plan

a. Review the Project Management Plan with State project management, adjust it as required, and obtain State approval to begin the phase.

b. Maintain the Work Plan, including the critical path time line, and report performance against the plan to the State on a weekly basis.

2. Develop software

Software development must, at a minimum, include the following tasks:

a. Develop software in accordance with specifications defined in detailed system design, Attachment A.2.A.4.

b. Prepare and present a walk-through of each functional component of the

new system for State quality reviews.

c. Prepare written test plans, including test conditions and test data for integration and system test.

d. Prepare and maintain program documentation.

e. Prepare plan for conducting system test.

3. Test Software

a. During and subsequent to programming, the Contractor must conduct a thorough test of all program subsystems. This will ensure that when the system is provided to the State for testing, the Contractor is confident that the system is fully functional and operational as specified by the State.

b. The Test Management Plan will be used as a guide in the unit, integration, system and user acceptance testing, including regression testing. The State will perform the user acceptance test.

c. The Contractor must modify the system as required to make it acceptable to the State. See Attachment B.4.I, Problem Resolution and Attachment B.4.J. Change Management.

d. The Contractor must prepare and keep documentation required to provide system backup, recovery, restart, and reorganization.

e. The following test areas must be addressed during the programming and testing phase:

1) Conduct unit (program) tests.

2) Conduct integration tests.

3) Conduct system test.

4) Conduct regression testing when changes are made.

5) State user acceptance testing assistance.

f. The testing tasks, at a minimum, must include:

1) Prepare test data which reflects sufficient test cases per test plan. At a minimum, the Contractor must use 100 test records to assure that variables may be sufficiently represented. The Contractor must submit all test plans to the State to review the completeness of test scenarios. The production environment cannot be used for testing purposes.

2) Train test staff.

3) Conduct test of network performance under simulated peak load conditions.

4) Conduct remote testing on each module at selected agent locations.

5) Provide assistance during State's acceptance test.

6) Correct system discrepancies.

7) Provide, to the State, a Contractor designed certification from Contractor staff of the successful completion for each testing level. See Attachment AI.12.

4. Develop Detailed Conversion Plan, Procedures, and Programs

a. The conversion strategy, developed in the preceding phase, will be the guide for completing a Conversion Plan to support the system implementation. The conversion strategy must be confirmed, which means the conversion schedule and procedures must be reviewed and firmly established with personnel identified to complete and verify the conversion. The Conversion Plan must address the following tasks:

1) Identify data elements to be converted.

2) Identify necessary computer processing workloads.

3) Identify and plan manual support requirements.

4) Identify any special license forms and procedures.

5) Identify any control procedures and evaluation criteria.

6) Identify, with the assistance of the State, the personnel needed to participate in the conversion of the data.

7) Plan any special training for conversion activities.

8) Plan any interim file maintenance requirements.

9) Develop conversion programs (this includes specifications, program coding, test plans, and complete testing).

10) Present Conversion Plan, procedures, and programs to the State for approval.

5. Develop Implementation Plan

The Implementation Plan must complement the tasks defined in the conversion

strategy and the Installation Strategy, developed in the preceding phase. The Implementation Plan must address implementation preparation tasks in detail, readiness to convert State data, security preparation and staff training. All factors must be considered in light of the implementation approach approved by the State. In addition to the above, the Implementation Plan must address, at a minimum, the following tasks:

a. Confirmation of the installation approach (as proposed by the State) and identify the schedule of installation activities.

b. Certification that, personnel and other resources are available in order to follow the established training schedule.

c. Certification that the systems test objectives and schedule dates have been met.

d. Certification of software completion schedule.

e. Certification of the data conversion and system conversion schedule.

f. Definition of support procedures.

g. Certification of the Pilot Project schedule; identify Pilot Project license agents. See Attachment AL, Pilot Project Requirements

G. Programming and Testing Phase – State Responsibilities

1. Review and approve programming and testing phase deliverables.

2. Develop, finalize, and approve acceptance test criteria and procedures.

3. Develop acceptance test data and conditions.

4. Conduct State's acceptance testing which will include sample of converted data. See Attachment B.4.H, State acceptance testing.

5. Validate and document acceptance test results.

6. Identify personnel to participate in the conversion of data.

7. Conduct data conversion accuracy verification.

8. Inform Contractor in writing of any system discrepancies identified during the acceptance tests.

9. Conduct quality reviews.

10. Review Contractor testing level certifications required in Attachment A.3.F.3, above.

H. Programming and Testing Phase - Contractor Deliverables

1. At the State's request, provide updated system and program documentation in accordance with State standards.

2. Test plans including detailed test conditions and expected test results.

3. Provide test data for system testing.

4. Results of system tests.

5. Conversion Plan, procedures, and programs.

6. Implementation Plan.

7. Test phase Contractor certifications for all testing levels, including written request for approval of same. See Attachment AI.12.

8. Written request for implementation/production of each functional area of the R.E.A.L. System.

4. Training Phase

A. The objective of this phase is to complete all initial training of agent users, State Information Systems staff, and State business staff.

B. The Contractor will complete the preparation of the training material identified as a part of the training strategy and documented in the Training Plan.

C. After preparing classroom materials the Contractor will conduct the training sessions based on the refined schedule and staff identified in the training plan.

D. The Contractor will be required to provide initial and follow-up training in Nashville for State staff. The delivery of training by the Contractor will be monitored closely by the State. Subsequent to the presentation of any training session, the State may request specific modifications to the training methods and/or materials. As functions are implemented, the Contractor will provide training to the State Information Technology (IT) group, who will have system oversight responsibility.

E. Agents may be trained as described in Attachment N, Agent Training Requirements.

F. Training Phase - Contractor Responsibilities

1. Develop training curricula for initial State user staff and agent users.

2. Develop training curricula for Information Technology (IT) staff in use, ad hoc reporting technique and systems oversight.

3. Develop all student classroom materials (e.g., manuals, handouts, etc.).

4. Conduct and validate training, which must be designed to ensure trainee interest and retention of information.

5. Ensure training is completed prior to implementation for all affected State staff and agents.

6. Prepare a report of agents who have completed training and submit to the State monthly.

7. Maintain Project Management Plan

    a. Review the Project Management Plan with State project management, adjust it as required, and obtain State approval to begin the phase.

    b. Maintain the Work Plan, including the critical path time line, and report performance against the plan to the State on a weekly basis.

8. Develop Business User Staff Training Materials

    a. The Contractor is required to develop materials for training users in TWRA central and regional offices. The user staff training materials must cover, at a minimum, the following topics:

        1) System Overview

            i) Description of each major module;

            ii) Reports produced;

            iii) Major system business functions;

            iv) Users' manual contents and usage;

        2) System Usage

            i) Inquiry screen description with screen shots;

            ii) User help features;

            iii) Menu and system function traversal;

            iv) Problem recovery;

            v) Report contents, report generation;

3) System Operation

i) Ad hoc reporting features;

ii) Job cycles (daily, monthly, quarterly, annual, and special);

9. Develop Technical Staff Training Materials and Documentation

a. The Contractor must develop material for training State technical staff such as system administrators, analysts and ad hoc programmers. This material must cover, at a minimum, the following topics;

1) Data inputs, outputs;

2) Ad hoc reporting procedures;

3) Using the SQL features;

4) Structures for each table including primary and secondary keys;

5) Application security features;

6) Audit and testing procedures;

7) User help procedures and features;

8) System administration functions;

9) System mapping

10) System interface processing;

11) File creation;

12) Downloading procedures

b. Technical training materials must be comprehensive and detailed. They must provide State technical staff the knowledge to efficiently support the State business staff in conjunction with the Contractor.

10. Develop Business Staff User Manuals

The Contractor must develop a business staff users' manual, which features clear organization of content, easy to understand language, useful graphic presentations, and a thorough index and glossary. This manual will be used by the State acceptance test team to mirror the production environment and verify manual content.

a. The Users' Manual must address the view of the system required by business unit staff (end users). It must cover all facets of system functions and operations, including:

1) Complete instructions for the users, completely explaining the use of each system function;

2) System usage scenarios, based on real world examples drawn from the day-to-day workloads of typical users, that fully describe and explain the salient features and operation of the system;

3) Where to seek assistance for application and/or equipment problems.

4) How to generate standard and ad hoc reports;

5) Normal report distribution and scheduling;

6) Prioritization processing, system determined priorities, and user override procedures:

7) System log-on, log-off, and security features;

8) Error messages and error correction procedures;

9) Help features and usage;

10) System troubleshooting;

11) Mandatory data fields and default data values;

12) Traversing system menus;

13) Screen layouts and contents;

14) Training materials describing each field on the WEB POS and admin screens and its meaning

15) Training materials describing each POS terminal field and its meaning.

b. The business staff users' manual must contain sufficient information to enable the user to independently run daily business operations, troubleshoot simple problems, and correct problems. The manual must be able to serve as a reference guide and a teaching aid.

c. In conjunction with the business staff users' manual, quick reference cards will be produced by the Contractor that will be an immediate aid to the user and quickly describe operations. Cards must include all URL's necessary to access the system.

d. The Contractor must provide 25 copies of the Users' Manual and 50 copies of the Quick Reference Card.

11. Develop Agent User Procedure Manual and Quick Reference Card

The Contractor must develop an Agent Procedure Manual, which features clear organization of content, easy to understand language, useful graphic presentations, and a thorough index and glossary. The procedure manual must document instructions for operations and tasks that are performed in direct conjunction with the automated system.

It must address each task performed in a step-by-step procedure that identifies the action (task to be performed) and the individual with the responsibility to complete the action. The agent user procedure manual must contain sufficient information to enable the agent user to utilize the R.E.A.L. System.

Agents who only utilize the harvest module must have a separate harvest procedure manual and quick reference card designed for their specific needs. The Contractor must provide a printable online Procedure Manual for license agents and a printable online procedure manual for checking station agents. The Contractor must provide copies of the quick reference cards for license agents and copies of the quick reference cards for checking station agents at full system implementation. After full system implementation all quick reference cards may be provided as a printable online document. Online Procedure Manuals and Quick Reference Cards must be updated as system is updated.

G. Training Phase - State Responsibilities

1. Review and approve all training phase deliverables.

2. Provide preliminary training such as basic keyboard and printer familiarity. This does not include any system-specific details such as function key assignments.

3. Assist in all training activities of State staff.

H. Training Phase - Deliverables

1. Training curricula.

2. Report of agent training.

3. Written approval (by the State) of completed initial staff training and capability

for on-going training.

4. Project management training plan

5. Business user training materials

6. Technical staff user training materials

7. Business staff user manual and reference cards

8. Agent staff user manual and reference cards

5. Implementation Phase

A. The Contractor must develop an Implementation Plan which describes its approach to implementation.

B. In this phase, the objectives are to install the system and to conduct operational and evaluation tests of the system as it comes on-line. These tests must be performed at the State's project site.

C. Implementation Phase - Contractor Responsibilities

1. Maintain Project Management Plan.

2. Convert data.

3. Evaluate system performance.

4. Conduct implementation.

5. Ensure necessary equipment and data lines are installed and operational for the system.

6. Begin assuming a primary role in the on-going maintenance of the new system in accordance with project schedules.

7. Maintain Project Management Plan

a. Review the Project Management Plan with State project management, adjust it as required, and obtain State approval to begin the phase.

b. Maintain the Work Plan, including the critical path time line, and report performance against the plan to the State on a weekly basis.

8. Convert Data

The Contractor shall complete conversion of current data to the new system in accordance with the detailed Conversion Plan developed in the Design Phase.

The Contractor shall submit a request for approval of the converted data to the State.

9. Evaluate System Performance

   a. During system installation the Contractor will evaluate performance factors including, but not limited to, transaction volumes, response times, CPU utilization, and input/output activity.

   b. Documentation must show that minimum performance objectives will be achieved. Detailed documentation must be provided, demonstrating how the required response times will be achieved by the network. All calculations and assumptions are to be shown. At a minimum, the documentation shall show line speeds, devices supported per circuit and per location, routing, average and peak traffic load and average and worst case response times. The Contractor will provide the planning coordination for the network to achieve the response times indicated. (see Attachment G.11)

   c. The Contractor will prepare, and submit to the State for review and approval, a Performance Evaluation Report that presents the findings of the evaluation of system performance.

10. Conduct Implementation

    The Contractor will implement the system based on the approved Implementation Plan (Attachment A.3.F.5) and Implementation Schedule (Attachment AJ), noting liquidated damages (Attachment AH) and provide for rigorous review and documentation of the results of the implementation. The following tasks must be included in the phase:

    a. Correct all system deficiencies or discrepancies identified and required by the State. See Attachment B.4.I, Problem Resolution.

    b. Perform all implementation related tasks, including all software maintenance, at the State project site.

    c. Complete or correct any system, user or job documentation which is incorrect or inadequate, relative to documentation standards or system specifications.

    d. Prepare a report of the results of each R.E.A.L. System functional area implementation.

D. Implementation Phase - State Responsibilities

1. Coordinate, assist, and monitor conversion activities with the Contractor.

2. Review and approve performance evaluation report.

3. Review and approve request for approval of implemented functions.

4. Conduct Quality Reviews.

5. Inform Contractor of all system discrepancies identified during implementation.

E. Implementation Phase – Deliverables

1. Written request for approval of converted data.

2. Performance Evaluation Report.

3. Written request(s) for approval of implemented functions.

6. Acceptance/Wrap-Up Phase

A. The Contractor must prepare an Acceptance/Wrap-Up Plan outlining its approach to system rollout, satisfying application support requirements as presented below. The acceptance plan must address the systems rollout issues and must address documentation that will be used in this process.

1. The Contractor must describe in the acceptance/wrap-up plan how it will meet rollout period requirements and describe the full range of services it plans for this phase.

2. The Contractor must include in the acceptance/wrap-up plan a description of the phase support requirements and a plan to satisfy those support requirements.

B. In this phase, the major objective is to review the system and the project to ensure that it is complete. The Contractor will be required to fine-tune the system to meet performance criteria during this period and to make any required enhancements through change control procedures.

C. The Contractor will develop a System Completion Plan that indicates the conditional criteria required to fully complete the project to afford the daily operation of the system. At a minimum, the completion plan must include the State of readiness required for system completion and all required documentation. The Contractor must submit the completion plan to the State and make any required revisions until the State grants approval.

D. Acceptance/Wrap-Up Phase - Contractor Responsibilities

1. Prepare a completion report, including a narrative of system strengths and weaknesses, and an evaluation of achievements of the systems objectives.

2. Monitor system performance. The Contractor will be responsible for meeting defined response times (see Attachment G.11).

3. Account for all system documentation, including electronic and printed copies.

4. Correct identified deficiencies.

E. Acceptance/Wrap-Up Phase - State Responsibilities

1. Review and approve acceptance/wrap-up phase deliverables.

2. Assist Contractor in monitoring system performance.

F. Acceptance/Wrap-Up Phase - Deliverables

1. Wrap-up report with narrative of system strengths and weaknesses and an identification of project objectives met and not met.

2. Written request for approval of correction of deficiencies and performance tuning.

3. Written request for wrap up of the project. The State Project Director will provide confirmation of receipt of all deliverables have been reviewed and approved. Deficiencies identified by the State will be resolved before this deliverable will be considered satisfactorily completed.

7. Production/Maintenance Phase

The time and cost required for all change management requests must be estimated by the Contractor. See Attachment AI.13 and Attachment AD

A. Contractor Responsibility: the State's requirements for problem turnaround once the system is in production are:

1. The Contractor shall resolve problems classified by the State as 'critical' within one (1) business day. If a permanent resolution cannot be implemented in this time frame, the Contractor shall provide a temporary solution that allows continued processing while it develops the permanent resolution.

2. The Contractor is required by the State to resolve all other, non-critical problems within fifteen (15) business days.

B. State Responsibility

1. The State will classify problems as 'critical' (such as failures that prevent further acceptance testing of a function) or as 'non-critical'.

2. The State will notify the Contractor of problems describing the nature of the problem and the criticality of the problem.

The State defines project management as encompassing all phases of the project from planning through production/maintenance and the associated requirements for those phases. The requirements delineated in this Attachment apply to all phases unless obviated by requirement definition. Project management described must be used during initial development of the R.E.A.L. System as well as throughout any change or enhancement process throughout the life of the contract.

1. Project Management and Reporting

   A. The Contractor is required to create and maintain a micro-based Project Management Plan covering the entire project and each individual phase. The plan shall include project organization, work break down structures, resource loading, schedules, critical path determination, and other features required to track and manage this project. See Attachment A for a description of this plan.

   B. The State requires that the Contractor use the State's standard project management tool.

   C. The Contractor is required to notify the State in writing of any proposed changes to key staff from the start date of the contract through 60 days prior to the go live date. The Contractor must submit a resume for any staff proposed to replace key staff during this time. The Contractor must obtain written approval from the State prior to removal or replacement of key staff members. Failure to do so will result in liquidated damages in accordance with Attachment AH.9, Liquidated Damages.

2. Project Schedule

   The Contractor shall be responsible for developing, maintaining, and operating for the State a system developed or modified to meet the technical and business requirements set forth in this contract and implemented within the time frame outlined in Attachment AJ, Implementation Schedule.

3. State Project Team

   A. The State will assist the Contractor in delivering the system. The State will provide the Project Sponsor, Project Director, Project Manager, and Programmer Analyst.

   B. The State Project Director will be responsible for ensuring that the project satisfies the requirements stated in the contract. The Project Director will consult with the Project Sponsor on a continuing basis in every phase of the project. This effort will ensure that the system is properly implemented, supports the requesting the State's defined functional requirements, and is properly documented. A special goal in this partnership will be to ensure that the system is flexible and expandable to accommodate new requirements that may be legislated.

C. A project manager from the State will provide technical leadership and assistance, as well as, expertise, assistance, and leadership in all State matters such as policy, organization and staff, environment, data, information processing, current systems, acceptance testing, and so forth. The project manager will work closely with the Contractor's project manager in day-to-day project activity.

D. The Contractor will have full responsibility for providing adequate staff to complete the project in the required time frame. The State will assign staff, as described in the position table below, to assist the Contractor in developing the system and to participate with the Contractor's staff in all phases of planning and development. This integration of staff will expedite the ultimate transition of project responsibility to State staff.

E. State personnel will be defined by joint State project management as the project is initiated. The following State staff roles make up the State project team that will work with the Contractor. At the State's discretion, other personnel may be substituted or used as needed. The State reserves the right to add or remove members of the State's project staff with or without replacement.

Position
Project Sponsor
Project Director
Project Manager
Programmer Analyst

4. Project Quality Management

The Contractor must provide the requirements identified below.

A. Management Representative

The Contractor shall appoint a representative with management responsibility for project quality. This individual must have a demonstrable understanding of software quality assurance principles and techniques. They must have sufficient authority to act independently to resolve quality-related issues at the project level. They must maintain current knowledge of the project's status and be accessible to State project management. See Attachment AH.9, Liquidated Damages.

B. Quality Assurance Plan

The Contractor shall develop a Quality Assurance Plan with State participation. This plan is an integral part of overall project planning and must be approved by the State. It also must be maintained throughout the project. The plan will identify project quality goals, define the processes (inputs, actions, and outputs) critical to meeting those goals, assign responsibility for performing those processes, define the metrics needed to monitor process performance, and set performance targets in terms of those metrics. The Project Management Plan, also developed in the Planning Phase, must support the Quality Assurance Plan by allocating time and

resources to the activities defined in it.

C. Quality Control

The Contractor shall perform quality control on its work. It shall inspect or test all deliverables, both documents and executable code, before submitting them for State review. Quality control of documents shall assure that they are reasonably free from cosmetic errors (spelling, grammar, syntax, etc.), are complete, are accurate, are detailed sufficiently for their intended use, and conform to applicable State standards. Quality control of executable code shall assure that it functions according to its business and technical specifications.

D. Quality Assurance Assessment

The State will evaluate State and Contractor work process performance periodically throughout the project. These assessments will focus primarily on critical processes identified in the quality assurance plan, but may address other aspects of the project if needed. The Contractor shall make project records available to State quality assurance staff and shall make project staff available for interviews on a limited basis.

E. Quality Review Board

The State will convene a Quality Review Board (QRB). This board, made up of the project sponsor, project director, project manager, project analysts, and other senior business and technical executives, will provide executive-level guidance. It will evaluate the project at set critical review points. The evaluation will consider information from quality assurance assessments, project management, and areas supporting the project such as database administration, technical systems support, and computer operations.

F. State Quality Review

All deliverables must be approved by the State to be considered final. The State will review deliverables as needed to determine their fitness for use and will communicate the results of those reviews to the Contractor in writing. The State will complete its review cycle (from submissions of deliverables by Contractor to State response to Contractor) in no more than twenty (20) calendar days. If the State finds deficiencies in deliverables, it will communicate them to the Contractor who will develop the specific changes that would correct them. The Contractor shall correct all such deficiencies and resubmit corrected deliverables for review within one (1) to fifteen (15) business days depending on the scope and criticality of the modifications. In the event the Contractor fails to correct non-critical functional deficiencies within 15 business days after documented notification from the State, liquidated damages may be assessed. See Attachment AH.16, Liquidated Damages

G. Contractor System Testing

The Contractor must conduct rigorous testing before providing results to the State and before the State begins acceptance testing.

H. State Acceptance Testing

The State will conduct a rigorous acceptance test of the system. State user staff and information system staff will exercise all system functional aspects using State-developed test data and/or test conditions to assure that the system meets defined business and technical performance requirements. During this test, the State will identify required modifications and document them through the problem resolution or change management processes (described below) as appropriate. The Contractor shall modify the system as required and provide new versions of modified components to the State for testing. The State will notify the Contractor in writing when it determines that the system is acceptable.

I. Problem Resolution

The Contractor and State will cooperate to resolve system problems found during Contractor testing, user acceptance testing, and production use. The State will report problems in a standardized written format. The Contractor shall track these problems to closure and report their status upon request. The Contractor shall evaluate each reported problem, estimate the time needed to resolve the problem, identify potential impacts on the system and the project, and report to the State. If the State decides to proceed, the Contractor shall resolve the problem. In the event the Contractor fails to correct critical functional deficiencies within 24 hours after documented notification from the State, liquidated damages may be assessed. See Attachment AH.16, Liquidated Damages

J. Change Management

The State and Contractor will cooperate in managing changes to previously agreed upon system functional capabilities. The State will identify potential functional changes and propose these to the Contractor in writing (see Change Control Form in Attachment AD and Section A.6, Change Orders of the pro forma Contract). The Contractor shall evaluate each proposal, estimate the cost, identify potential impacts on the system and the project, and report to the State. The State may then cancel or defer the change. If the State decides to proceed, it will prioritize the change and authorize the Contractor in writing to perform the work. The Contractor shall track the status of in-progress change orders and report to the State upon request. In the event change orders are not implemented by the established implementation date, liquidated damages may be assessed. See Attachment AH.15, Liquidated Damages.

Any changes requested and/or approved by the State and made by the Contractor will then be documented and placed in the documentation library, updating all affected Sections, including the design document.

K. Record Keeping

The Contractor shall maintain up-to-date records on its quality-related activities during the project and make them available to the State upon request. These records shall include documents such as inspection reports, test results, and metrics required by the quality assurance plan. They shall be uniquely identifiable with the subject activity or deliverable (including version). They shall include tracking data such as date created and shall be organized to facilitate researching specific process or deliverable issues.

A documentation library must be kept and made available to State staff in “read only” format on-line. This library must include all planning, design, training, and implementation documentation. The final design document must be kept in the documentation library.

All documents in the library must be kept up-to-date as changes are made. The files in the library must be available for local printing. Throughout the life of the contract, all design documentation must be kept in an up to date status.

This Attachment describes the general responsibilities the State expects the Contractor to assume during the project. It also lists the responsibilities the State will assume. The Contractor must describe how they would fulfill their responsibilities and indicate their understanding of the State responsibilities. The responsibilities described apply to initial development of the R.E.A.L. System as well as to any change or enhancement process throughout the life of the contract.

1. Contractor General Responsibilities

   A. Prior to the commencement of activities for each phase, the Contractor is required to submit a detailed task plan, using project management software, to the State for approval. The task plan must include a schedule, resource assignments, deliverables, and State staff involvement. The Contractor must obtain State approval of each task plan before commencing work.

   B. The Contractor's project manager shall meet formally with the State project management team on a bi-weekly basis (or more frequently at the State's option) to review the project's progress.

   C. The Contractor shall prepare written bi-weekly progress reports and provide such reports to the State's project management team. The progress reports must be in a format approved by the State and include accomplishments, critical issues, personnel utilized and items planned for the next reporting period. Upon request of the State project director, the Contractor shall report more frequently.

   D. Prepare a table of contents and sample page layouts of all deliverables at the beginning of each phase. The State reserves the right to require changes to the structure and layouts.

   E. At the conclusion of each phase, the Contractor must obtain written approval from the State on all deliverables before the phase will be considered completed by the State.

   F. The Contractor shall perform quality control on all deliverables before submission for the State review and maintain records of those activities. See Attachment B.4.C, Quality Control; and see Attachment B.4.K, Record Keeping.

   G. The Contractor shall establish the technical environment to support the project, including the development environment, development software, test environment, and the implementation environment, and software. All of this activity shall be established at the Contractor's location.

2. State General Responsibilities

   A. Provide overall project direction and management.

   B. Establish a Quality Review Board and conduct quality review meetings. See Attachment B.4.E, Quality Review Board.

   C. Review and approve all deliverables. See Attachment B.4.F, State Quality Review.

   D. Ensure that technical assistance and support are provided in any necessary Network Planning, database requirements, and software requirements of any existing package or developed system recommendations.

   E. Establish project organization by meeting with Contractor project management to finalize and document areas of responsibility, personnel reporting relationships and administrative procedures.

   F. Establish evaluation mechanisms by setting up procedures for day-to-day control of the project as defined by the combined (State and Contractor) project management team.

   G. Finalize all project specific documentation standards and requirements for the various types of documentation that will be produced for different individuals and groups during the project. These standards will ensure consistency of approach and sufficiency of content.

   H. Coordinate other State resources as needed to support the development and implementation process.

   I. Obtain appropriate State approvals and commitment.

   J. Provide information and answer questions at Contractor request.

1. Software Delivery Strategy

   A. The Contractor must either develop a custom system or install an existing software package modified to meet the State's needs.

   B. The State has no preference as to which method the Contractor uses to meet the requirements. Selection of an existing software package will not alter the requirements or deliverables outlined in each phase of the project.

2. Software Development

   The Contractor must provide software development in one of the two following methods.

   A. Existing Software Package

      The Contractor must provide a software package that after modification will fit the business requirements as described in Attachment A through Attachment C and Attachment E through Attachment AD.

   B. Software Development

      The Contractor must develop software which will fit the business requirements as described in Attachment A through Attachment C and Attachment E through Attachment AD.

1. Transaction Editing

   A. The Contractor must provide for the Remote Easy Access License System (R.E.A.L.) to accept and edit data in real time unless specified otherwise. Entry fields must be automatically checked for valid values and the presence of required fields. Examples of data to avoid are fields containing all spaces, fields whose first character is a special character, invalid birth dates, and zip codes not corresponding to residence in Tennessee.

   B. When data has been entered and the enter key is depressed, the R.E.A.L. System must edit each field and display the errors.

   C. The R.E.A.L. System must display specific and meaningful error messages as appropriate to explain the errors. Messages must include sufficient information to recover from error condition, avoid repeated errors, and, if necessary, correctly modify program(s) to prevent the error condition.

   D. During real-time transaction processing, the R.E.A.L. System must update the database only with error-free transactions.

2. Access and Data Security

   The system must be designed to prevent fraud, theft, loss of proprietary data, and harm to State activities through unauthorized access of both computer resources and data (see Attachment AI.56)

   A. The Contractor is required to follow all applicable State policies and standards pertaining to data access and security.

   B. The Contractor must assure that security extends to the function level of screens and must provide capability to view or update at specific security levels to individuals and groups.

   C. The Contractor must assure that the R.E.A.L. System provides appropriate security for all files.

      1. Confidential data must be encrypted at rest and in transit.

      2. The network and processing environment must be PCI DSS version 3.1 compliant (including all POS).

      3. The application must be PCI certified.

      4. The data must reside in the continental US.

      5. At the State's request, the Contractor shall provide proof of certification, accreditation, or audit on a yearly basis to the State to validate the hosting solution security. (Example: SOC 1 Type II, SOC 2 Type II/SOC 3, ISO 27001)

6. The State reserves the right to perform Penetration Testing. If the State exercises this right, the Contractor shall allow State employees (or designated third parties) to conduct Security Assessment activities to include control reviews. Review activities include but are not limited to scanning operating systems, web applications, wireless scanning; network device scanning to include routers, switches, and firewall, and IDS/IPS; databases and other applicable systems, including general support structure, that support the processing, transportation, storage, or security of State information for vulnerabilities.

D. The Contractor must provide a security plan that shall contain the following elements:

1. Administrative and personnel security which will ensure the integrity of the R.E.A.L. System. Personnel involved in system administration and security administration must have successfully passed a criminal background check by an independent entity.

2. Facilities' physical security.

3. Controls for operational activities of the system, including control of license stock and communication access controls, including, but not limited to, internet security, firewall, and data encryption.

4. Protection that will ensure the confidentiality of system data.

3. Disaster Recovery

The Contractor for the R.E.A.L. System must meet State requirements for disaster recovery, thereby enabling the resumption of system operations in the shortest time possible following major interruptions to its processing capabilities. At a minimum, the following disaster recovery capabilities must be provided.

A. The Contractor must submit to the State within thirty (30) calendar days of signing the contract, a comprehensive disaster recovery plan specific to this system, which the State must approve. This plan may be the Contractor's business disaster recovery plan provided the State agrees that it is adequate to assure the timely recovery of the R.E.A.L. System. Otherwise, the Contractor must develop this plan.

The plan must cover plans for data backup of databases, program code, and system configuration; procedures for restoring from backup; the Contractor's plans for offsite storage of backups; and the Contractor's plans for establishing an alternative site of operations in the event of a disaster.

The recovery time objective for switching to the Disaster Recovery solution must be no more than 2 (two) hours from the time that a Disaster Recovery "fail over" situation is declared. There must be no reduction in the level of service that is experienced while the system is running in the Disaster Recovery environment.

B. The Contractor must make arrangements to conduct disaster recovery tests. Tests

must involve a mock disaster in which the Contractor tests procedures set out in the disaster recovery plan from beginning to end. These tests must include resumption of operations at the designated offsite location. Participation must include both the Contractor and State personnel.

Tests must be conducted at least once a year.

C. The Contractor must comply with the State continuity of operations plan where applicable to the R.E.A.L. System.

D. The Contractor must provide plans for, and implementation of, a backup data circuit to the State in the event the main circuit fails.

4. System Recovery

A. The Contractor must maintain a system library for current and all previous versions of software so that system may be restored to prior version, if necessary, due to operational problems with the newer version. This applies to all levels and environments of operation – host, point of sale, internet, etc.

B. The Contractor must keep documentation of, and use, restart and recovery procedures.

C. The Contractor must write and fully document complete recovery scripts for license agents for instances when the equipment loses data for any reason.

D. The Contractor must assure that system operations provide the capability to recover from system failure. Procedures must follow State technical guidelines for backup of data, software, and documentation.

E. The Contractor must assure that system operations provide the capability to recover from failures encountered in day-to-day operation of the system. See Attachment AH.10, Liquidated Damages.

F. The Contractor must provide to the State its current disaster recovery policy and procedure in an electronic format.

5. Documentation

The Contractor must provide to the State, one hard copy and an electronic copy of documentation. Documentation of each phase must be completed prior to proceeding each subsequent phase. Documentation must be delivered to the State upon completion and not on an as requested basis. Changes to the system require changes to the documentation and all changes to the documentation, both prior to and subsequent to implementation must be provided to the State.

A. The Contractor must provide to the State, at the completion of requirements definition & solution evaluation, the following documentation:

1. Detailed requirements document
2. Project recommendations document
3. Updated project plan

B. The Contractor must provide to the State, at the completion of design, the following documentation:

1. General design document
2. Detailed design document
3. Unit test plans
4. Draft Implementation Plan

C. The Contractor must provide to the State, at the completion of construction (programming/testing), the following documentation:

1. Unit test plans with recorded results
2. Unit test problem log
3. Integration test plan
4. Integration test problem log
5. Acceptance test plan (including stress testing)
6. Completed Implementation Plan
7. Draft operations manual
8. Draft users' manual
9. Revised detailed design document
10. Conversion plan

D. The Contractor must provide to the State, at the completion of acceptance testing, the following documentation:

1. Completed users' manual
2. Completed operations manual
3. Training materials
4. Revised detailed design document
5. Acceptance test plan with recorded results
6. Acceptance test problem log
7. Revised Implementation Plan
8. Conversion plan with recorded results

E. The Contractor must provide to the State, at the completion of implementation, final and approved versions of the following documentation:

1. Detailed design documentation
2. User manual
3. Training materials
4. Operations manual
5. Implementation Plan
6. Disaster recovery plan

7. Data Dictionary for replicated database

F. The Contractor must receive written approval for documentation for each phase prior to the beginning of each successive phase, in accordance with Attachment A.

G. The Contractor must provide, in all test problem logs, the following minimum information:

1. Date problem detected
2. Description of problem and circumstances
3. Resolution
4. Date resolution incorporated

H. The Contractor must provide in the detailed design document the following as a minimum:

1. All information needed to complete construction, including narrative and detailed specifications

2. Database table listing, including description of purpose for each table

3 Program listing, including description of purpose for each program.

4. Detailed file design including record layouts with all field definitions and sizes. Field definitions, when appropriate, must identify all allowable values

5. The Contractor must provide a data dictionary for the replicated database

6. Audit Trails

The R.E.A.L. System must provide for the necessary audit trails to support the ability to track all transactions. At a minimum, the following capabilities are required.

A. The Contractor must assure that the R.E.A.L. System maintains audit trails of all updates, linking license agent numbers, license purchase sequence numbers, date, time, person making change, and reason for changes in the records.

B. The Contractor must assure that the R.E.A.L. System must provide the capability to inquire on audit trail information.

C. The system must maintain audit trails of all user access and operator ID numbers linked to changes in the records.

D. The Contractor must assure that the R.E.A.L. System creates and maintains an audit log of attempted security violations and inquiries.

E. Contractor must provide a weekly report of attempted security violations.

7. System Test and Control Procedures

   A. The Contractor must provide for the testing of all programs using a separate, defined test environment. The test system will remain available after the R.E.A.L. System is operational.

   B. The Contractor must assure that change control procedures are followed to maintain security of the program library, including: restricted access to application programs, controlling movement of programs from test to production modes, providing audit trails for all changes made to application programs.

8. Identifiers

   A. The R.E.A.L. System must be able to uniquely identify a license agent by associating a unique number supplied by the State.

   B. The R.E.A.L. System must be able to uniquely identify a license purchaser and/or a boat registrant by associating a unique number supplied by the State.

      1. Unique identifier is to be consistent throughout all platforms.

      2. Licensee /Permitee must also be identified by SSN (social security number) and TDL (Tennessee drivers' license).

   C. The R.E.A.L. System must be able to uniquely identify a license by its unique number or a boat by its TN Boat ID by associating a unique number supplied by the State

9. System Constraints and Interfaces

   A. The Contractor must provide a replicated R.E.A.L. System interface with the local area network platform that is located at the TWRA Building, Ellington Agricultural Center utilizing IPSEC B2B VPN standards

      The Contractor must provide a dedicated telecommunications connection, with failover capabilities, to the State network. The connection must include a dedicated circuit and router which will connect to the State LAN through the State firewall. The dedicated circuit, at a minimum must be a T1. A backup circuit must also be provided into the Contractor's router located at the State, and the router must have the capability to automatically switch over to the backup circuit if the primary data circuit fails. Minimum bandwidth for the backup circuit must be a T1. The Contractor must also provide SFTP (secure file transfer protocol) capability via the internet for the purpose of downloading and uploading data.

   B. The R.E.A.L. System must allow inquiry from personal computers based on the State's standard personal computer configuration and be responsive web compatible for smartphones and tablets.

C. The Contractor must assure that the R.E.A.L. System complies with technical standards for POS terminal equipment as established by the American National Standards Institute (ANSI) or International Standards Organization (ISO) standards, whichever is applicable.

D. The R.E.A.L. System must be available for transactions 24 hours per day, 7 days a week, excluding scheduled downtime for routine maintenance. The R.E.A.L. System is expected to be operational 99.5% of the scheduled up time using on-line, real time. See Attachment AH.10, Liquidated Damages.

E. The Contractor will be responsible for correcting any R.E.A.L. System failure within set time limits. All scheduled downtime must be State approved and communicated by the Contractor to the State at the 48-hour and 24-hour mark prior to the downtime.

F. Scheduled downtime for routine maintenance will occur only during non-peak transaction periods. Scheduled downtime must be coordinated with the State.

10. Purging and Archiving

The Contractor must provide the ability and methodology to purge and archive R.E.A.L. System data. The purge and archive guidelines used by the Contractor must meet the approval of the State.

11. Statistical

The Contractor must assure that the R.E.A.L. System provides accurate statistical reports such as help desk statistical reports, equipment inventory, and percentage of deployed agent equipment replaced.

12. Number Sequencing

The Contractor must provide for unique number sequencing by the R.E.A.L. System for all transactions, including those transactions that are not taken to completion such as void transactions. The R.E.A.L. System must provide a unique indicator to distinguish boat transactions, license transactions, internet/mobile license transactions and harvest transactions.

13. Downloading Software to POS Devices

If the POS devices require software downloads and/or hardware firmware updates, then the Contractor must provide when required or requested.

1. Equipment Configurations

Contractor must provide and install POS terminal equipment for Agents defined by the State. Those agents electing to use their own computer and printer equipment will use WEB POS technology.

The Contractor will be held responsible for retrieving equipment in the event, for example, an agent closes or equipment requires maintenance or replacement. The State will not assume any liability for agent equipment not retrieved by the Contractor.

A. Point of Sale Terminal

1. The Contractor must provide, maintain, and replace as necessary, POS equipment and associated cabling to participating agents and to the State offices.

2. The license agent will be required to provide and pay for a communication line from each POS terminal and/or WEB POS workstation.

3. The Contractor must develop the POS terminal programming application which will run efficiently in an agent environment for license and other type sales required by the State. Approval of application by the State is required prior to deployment.

B. WEB POS Equipment

The State requires that any agent electing to use WEB POS must provide their own computer equipment and internet connection. Those agents must use the State's standard operating system and internet browser. These license agents will be required to supply their own 8 1/2 inches by 11 inches paper and ink.

2. Host Platform Configuration.

A. The State is outsourcing to the Contractor the operation and hosting of the required platform and the State requires that the Contractor's solution interface with the State for use of the point of sale data by the State administrative staff. State staff will use the standard desktop computer configuration, with State's current standard operating system and internet browser versions.

B. Additional Equipment Requirements

1. Contractor must provide modems, routers, hubs, communication lines as necessary to establish communications between the State offices and the system host to enable the use of administration screens from the State offices.

2. Contractor must provide uninterruptible power supply (UPS) for all equipment used to fulfill the requirements of Attachment F.2.A, above. The UPS unit must, at a minimum, provide power for 20 minutes.

3. In the event that any equipment provided by the Contractor should become inoperable or unreliable, the Contractor must have replacement equipment in place and in operation within 24 hours.

3. Description of the License Form Material/Stock:

The license product must be produced at the point of sale.

A. Have convenient size and attractive appearance.

B. Allow for customer signature with ink.

C. Printing must be smudge resistant.

D. Printing/ink must be fade resistant and legible for one year under typical use.

4. Menus and On-Line Help

A. Contractor must provide, on administrative screens, pull down menus, for each field where the user has a choice of known values. The pull down menus must list both the description and the coded value.

B. The Contractor must provide on-line help screens for each administrative screen, describing the business function and the processes for completing the screen. Any fields not described by a pull down menu must be defined in the on-line help screens.

5. Database Creation and Update

A. Contractor must provide an integrated database including files as needed for the operation of the R.E.A.L. system.

B. Contractor must provide a replicated database, in real-time, for use by the State for ad hoc reporting.

1. Database must use both fiscal year and license year as index fields.

2. Replicated database must have a means to indicate that a license or permit sale is a replacement.

6. Internet/Mobile License Sales Website

Contractor must provide a web responsive site for the sale of licenses, permits, boat registrations, and other privileges. See Attachment H.1.

7. Telephone Support

Contractor must provide a telephone help desk for license buyers and license agents. See Attachment H, and Attachment L.

1. The R.E.A.L. System will be designed, developed, installed, operated and maintained by the Contractor.

2. The R.E.A.L. System must be a business enterprise system integrating each platform (POS terminals, WEB POS, internet/mobile sales, administrative sales) as one system with one database.

3. Administrative Screens

   A. The Contractor must provide a means for State staff to enter updates using the administrative screen to only one database. Administrative changes such as license type updates, fee updates, harvest tables, and hunt tables must be available and must be applied to each platform as soon as the changes have been made.

   B. The Contractor will provide an administrative module to manage all user accounts. This will apply to administrative screens only. Minimally, this will include:

      1. Ability to add, update, and delete user accounts
      2. Ability to add, update, and delete user groups
      3. Ability to add, update, and delete user access rights

   C. The Contractor must provide a means for State staff to enter sales using the administrative screen.

4. All point of sale equipment will operate in real-time.

5. Equipment must be tested prior to deployment to assure that equipment meets functional requirements and is in good condition.

6. The Contractor must ensure that the R.E.A.L. System is easy and efficient to operate.

7. The Contractor must ensure that maintenance is provided and supplies are shipped to agents as needed overnight the next business day.

8. The Contractor must provide the following services for all R.E.A.L. equipment from a remote location, including but not limited to:

   A. Activation of new agents and de-activation of R.E.A.L. equipment for closed agents, upon notification by the State.

      1. The Contractor must contact the agent within 24 hours of delivery of agent equipment to insure connectivity, that application software is functioning, and to provide training to the agent.

      2. Within 24 hours of State notification to the Contractor of the closure of a license agent account by the State, the Contractor must take steps to assist the agent in returning equipment.

      3. It shall be the Contractor's responsibility to retrieve any and all equipment

provided by the Contractor to that agent. The Contractor shall bear the financial responsibility for any non- recoverable equipment. If an agent is closed and does not return the equipment within 45 days from the request from the Contractor, the equipment shall be deemed non- recoverable.

4. When the State notifies the Contractor that an agent has been closed, the equipment assigned to that agent may not be counted against the number of sets of equipment provided to the State, once the equipment has been deemed non-recoverable.

B. Prompt addition or deletion of agents to the system by State staff.

C. Capability to modify license and boat registration types and fees by State staff using administration screens without Contractor having to re-key data.

D. Provide ACH notifications to the agent at the State's request or on a system-scheduled basis.

E. Capability to send miscellaneous messages to the agent via sales equipment.

9. The Contractor must provide accounting reports and query of license sales and boat registration information for license agents and the State. (See Attachment I and Attachment J)

A. The Contractor must assure that the R.E.A.L. System is able to provide various accounting reports and queries on licenses and boat registrations issued by individual agents, the State, and the system. For example, the POS terminal is expected to provide the agent with accounting reports on license sales to verify correct ACH.

B. The Contractor must produce separate accounting reports for all types of transactions, including a breakdown by license sales, boat registrations, WEB POS, telephone sales, and internet sales. These reports must be sorted by license agent, user specified date range, license type, fiscal year, license year, and day. For example, an administration screen will display a side by side comparison by specified date (e.g. first day of license year) of each license type with a total of sales for the day.

C. The Contractor must assure that the R.E.A.L. System provides query abilities for the Contractor and the State to ensure compliance of licensing and system operation with the license agent.

10. The Contractor must assure that the R.E.A.L. System operation is user-friendly and ensure accurate information input and must meet the following requirements:

A. The R.E.A.L. System must minimize the number of codes, commands, or steps required to complete a transaction.

B. The R.E.A.L. System must provide for data validation and/or assigning field limits to ensure accurate information is entered prior to transaction completion.

C. The Contractor is responsible for accomplishing an update to the R.E.A.L. database as required for successful operation of the R.E.A.L. system. The criteria for all uploaded records must be the same as the criteria for posting a record to the database via a system transaction.

D. The R.E.A.L. System must have the ability to void or change a previously completed transaction and still maintain the sales transaction sequence numbering integrity.

E. Administration screens with on-line real time connections to the R.E.A.L. System must allow inquiry of databases for individual customer information and transactions regardless of transaction type required.

11. The Contractor is responsible for assuring that the R.E.A.L. System operates both effectively and efficiently. This requires timely processing and response by all components of the system.

A. POS terminal transaction response time: The State standard is that, from the transmission of the sale to the return of a response, response time must not exceed 12 seconds. This excludes operator input time before issuing the transmit request.

B. Customer/agent telephone hold time: Once connected to a customer service representative, customers and/or agents must not be left on hold for more than 60 seconds at any time.

C. Server availability/reliability: Contractor's server must be up at least 99.5 percent of the time.

D. Abandoned call rate: Abandoned calls must be less than 7% on a daily basis. See Attachment AH.14, liquidated damages.

E. Equipment/problem diagnosis: Contractor must diagnose and resolve equipment/problems within 30 minutes of license agent reporting problem, provided that equipment is operable, or replace inoperable equipment with 24 hours.

F. Supplies delivery: Contractor must ship supplies to agents the next business day for overnight delivery. Supplies include paper and printer ribbons.

G. License fulfillment: An electronic license will be emailed in a PDF file to all internet customers. Customers purchasing privileges by internet/mobile and requesting a paper license must have their printed privilege mailed to them the next business day and emailed a PDF file immediately.

H. Automated telephone menu: Introductory menus are allowable but subject to State approval prior to implementation.

I. Administrative screen/internet response: Contractor must provide a dedicated T1

data line, or better, and router (utilizing IPSEC B2B VPN standards) to the TWRA Nashville office for use with administrative screen processing. All screens must process and respond within 1 second or less.

12. The Contractor is responsible for providing the following:

    A. The Contractor must create and provide to the State a replicated database on a server which the Contractor houses and maintains. Updates to this server must be accomplished every hour. The database will include data on all boat registrants and all privilege buyers, and which includes all transactional information.

    B. The Contractor must provide for the R.E.A.L. System, a fully integrated database.

        1. The database must be capable of supporting queries to facilitate research of account activity, and a thorough range of accounts management reporting in a single, accessible system.

        2. The database must be structured to expedite expansion to future applications of the electronic license technology to additional State programs.

        3. The database must be compliant and able to interact with the latest version of the following technologies:

            a. Microsoft Access 2010 or newer
            b. SQL Server 2008 R2 or newer
            c. ODBC

    C. Contractor must provide security measures to protect State and customer data. See Attachment AI.53, Attachment AH.12, Attachment AH.13, and Attachment AH.20, Liquidated Damages.

        1. Sales data must be secured during transmission, using encryption where technically possible. All data transmission must be encrypted using SSL (Secured Socket Layer). The SSL method utilized must be FIPS-140 compliant or PCI compliant standards as approved by the State. Any subsequent method that is determined to be better applicable will be implemented as approved by the State.

        2. The host server must be secured behind a firewall.

        3. Confidential information such as SSN and drivers' license numbers must be masked during a customer's internet sales transaction.

        4. Contractor will be responsible for the security of confidential and/or personal information at all times when in the Contractor's custody. Any breach of data security, from any cause, shall be the responsibility of the Contractor. Any costs to the State or to customers relating to such breach shall be the responsibility of the Contractor and will be assessed as liquidated damages as provided for in Attachment AH.12, Liquidated Damages. See Attachment AI, Glossary for definition of personal information that is protected.

D. The Contractor will define the parameters of a comprehensive security audit. The State will review and must approve the comprehensiveness of the proposed security audit.

1. The Contractor will ensure that a security audit is performed on an annual basis.

2. The Contractor will arrange to have this audit conducted by an unbiased third party, approved by the State, at no additional cost to the State. The third party will provide to the State, a comprehensive report of the audit.

3. The Contractor must provide the State, their plan for correcting or remedying any audit exceptions identified as a result of the security audit within thirty (30) days of receipt of the audit exception report.

E. The Contractor must provide daily extracted files as identified by the State and in a format approved by the State. Minimally these will include:

1. Boat registrations
2. Lifetime licenses
3. Captive wildlife licenses
4. Mussel receipts
5. Senior citizen licenses
6. Disabled veteran licenses
7. Blind fishing licenses
8. Mentally challenged licenses
9. Hunter education replacements
10. Boating education certificates

Background Information: The Executive Director of the TWRA has a legislated prerogative to establish an agent fee, through competitive bidding contract procedures, for the successful bidder to sell licenses, permits, stamps, tags, registrations and other privileges as specified by the State over the telephone or other electronic means. See Attachment AI.26. The Contractor will be considered a license agent for this portion of the contract.

For both telephone and internet privilege processing, the Contractor must provide software to validate correct address given by customer.

1. Internet/Mobile Fulfillment

   A. The Contractor must:

      1. Provide for the online purchase of State designated hunting and fishing licenses, boat renewal registrations, permits, and other privileges.

      2. Provide for the electronic update of the R.E.A.L. Database at the conclusion of the transaction, in real time, with the same data and in the same format as transactions created by any other means within the system.

   B. The Contractor must provide a toll free telephone number, unique for use of Tennessee privilege purchasers, which the customer may call when having problems making the purchase online and which, at the end of the contract will be returned to the State. See Attachment H.1.E. The Contractor's staff must provide prompt and accurate information that will address customers' questions.

   C. The Contractor must provide a website that is easy to use and provides help screens for easy movement from screen to screen.

   D. Unique control numbers must be created for the customer to be used by the State and the customer as an identifier.

      1. Sales confirmation number

      2. TWRA customer ID number for new customers

   E. The fulfillment process must capture the customer's identifying information (e.g. name, address, personal description, etc.).

   F. All identifying information given by the customer:

      1. Must be verified for accuracy by displaying the information and asking the customer to verify before completing the sale.

      2. Neither SSN nor driver's license number should be displayed. Verification must be obtained by having the customer re-enter the field.

G. When data is updated to the R.E.A.L. System database, the update must include an indicator that designates that each sales record was created by the internet fulfillment process.

H. The fulfillment process must capture the customer's credit card information utilizing FIPS-140 compliance or PCI compliance standards as approved by the State. Internet sales must be processed using SSL (Secured Socket Layer). The SSL method utilized must be FIPS-140 compliant or PCI compliant standards as approved by the State. Credit card information must be stored on a secure server while in use and deleted upon completion of the session.

I. Credit card processing must be completed after all information has been entered by the customer. Resulting approval or disapproval must be conveyed to the customer before the end of the sale transaction.

J. When a migratory bird permit is requested, HIP (Federal Harvest Information Program) information must be surveyed during the process. HIP data collected during the process must be in the format designated by the State and updated to the R.E.A.L. database

K. Internet/mobile sales application will be available 24 hours a day 7 days a week.

L. The fulfillment center will print as requested:

1. All licenses.

2. Exception: Except trip licenses ordered within 7 days of trip start date. Boat registration certificates and decals, senior citizen and other special licenses, lifetime sportsman replacement cards, boat education replacement cards, and hunter education replacement cards will be fulfilled by the State not the internet fulfillment center. Do not allow customer to select fulfillment for exemption type licenses.

M. The Contractor for internet fulfillment must mail the license the next business day following the transaction.

N. The Contractor for internet/mobile fulfillment must provide for the transfer of funds to the bank and by the method designated by the State.

O. All aspects of the web design, including any subsequent modifications, must be approved by the State prior to implementation.

P. Error messages must be clear, understandable, and useful for correcting the error(s). Error messages must be approved in advance by State staff.

Q. A list of licenses must be listed on the transaction screen, according to the privileges available and all active privileges based on the customer's profile, e.g. age, residency, and prior purchases.

The Contractor must provide the means to create, display, or print and export query results. The Contractor must provide data sufficient to enable query functionality as described below. The process and record layouts for this Section must be included in the design document and be approved by the State. When modifications are made to inquiry functions, whether initiated by the Contractor or by the State, the design document must be updated to reflect the modifications prior to implementation. All inquiry requirements must include print functionality.

1. Administrative Screen Inquiries (see Attachment AI.4)

   A. Query on audit trail information real time, online (with print and export capability). Capability must include, but not be limited to, time stamp, user name, and changes entered.

   B. Allow database query to facilitate research of account activity using various methods of accounts management reporting in a single, accessible system (with print and export capability).

   C. Capability to query R.E.A.L. System, using administrative screens, by a combination of name, city, zip code, and date of birth, SSN, and driver's license number (with print and export capability).

      If search on Social Security Number or Tennessee driver's license number yields duplicates, all results must be listed with sufficient identifying fields to give operator choice of results to view.

   D. Query on all active and inactive users in real-time (with print and export capabilities). Results should include, but not be limited to, timestamp, login username, user's first and last name, user's privileges, user group.

   E. Query on all active and inactive license agents in real-time (with print and export capabilities). Results should include, but not be limited to, timestamp, login username, user's first and last name, user's privileges, user group.

2. Ad hoc Inquiries (see Attachment AI.3)

   A. Ad hoc software provided by Contractor must be approved by the State (with print and export capability).

   B. Capability to query and produce reports from a replicated R.E.A.L. database by any field name for customer's personal identifying information and sales transaction information (with print and export capability).

   C. Capability to query and produce reports from a replicated R.E.A.L. database by any field name for customer's personal identifying information and sales transaction information (with print and export capability).

The Contractor must provide the means to create, display, print, and export, reports. The process and report layouts must be included in the design document and be approved by the State. Reports provided for must minimally include the following functions:

1. Administrative screen reports (see Attachment AI.5 and Attachment AI.18)

   A. Screen reports (with print and export capability) of license/permit/boat registration sales by agent by specific date for each agent or for all agents. Report must minimally include agent number, agent name, transaction type, transaction description, number of transactions by type, total dollar amount for each type.

   B. Screen reports (with print and export capability) of agent adjustments. Report must minimally include agent number, year, transaction code, transaction description, transaction amount, “as of date”, user ID, user name, and timestamp.

   C. Screen reports (with print and export capability) of parent agent ACH account transactions. This report is run for Wal-Mart and Kmart. Report must minimally include agent number, agent name, beginning date, end date, gross sales, agent fee, void charges, void credits, and net ACH amounts.

   D. Screen reports (with print and export capability) of captive wildlife license purchases by license type, purchaser name, and expiration date.

   E. Screen reports (with print and export capability) of mussel receipts by license type, purchaser name, and seller’s name with receipt details. Also provide report by mussel type and size.

   F. Screen reports (with print and export capability) of commercial fishing receipts by license type, purchaser name, and seller’s name with receipt details. Also provide report by fish type.

   G. Demographic statistics by various sales types, such as, but not limited to, hunting, fishing, boating, by purchasers’ zip code/county, gender, age, date range.

   H. Screen reports (with print and export capability) of total license sales for either license year or fiscal year, by either customer county, customer region, or region. Report must minimally include license type, license description, number of valid sales, number of no-charge replacements, state fee, agent fee, agent credit fees, and total sales amount.

   I. Daily close out report for State administrative/sales staff (with print and export capability).

2. Stored reports (see Attachment AI.54)

A. ACH summary report: screen reports (with print and export capability) of ACH totals. Report must minimally include agent business name, agent business ID, creation date, creation time, ACH effective date, item count, ACH debit amount, ACH credit amount, contact name, contact phone number, and contact phone number for after 7:00PM Central Standard Time (CST). Report must be run weekly.

B. Screen reports (with print and export capability) of agents active at the beginning of the month with total, agents added during the month with total, and agents closed during the month with total. Report must minimally include agent number and agent name, open date (as appropriate), close date (as appropriate), equipment inventory deployed, and remaining equipment inventory balance. Report must be run monthly.

C. Screen reports (with print and export capability) of failed ACH activity. Report must minimally include agent number, agent name, effective date, amount, transaction type and description, reason and description. Report must include total of ACH failures and failure amount. Report must be run daily.

D. Screen reports (with print and export capability) of outstanding voided transactions. Report must minimally include agent number, agent name, year, transaction number, customer ID, charge date, and amount (State). Totals by agent must include count and amount. Report must be run weekly.

E. Screen reports (with print and export capability) of Contractor invoice files sent to the State. Report must minimally include customer ID, transaction number, change request number, amount, total number of transactions for billing period, and sort date. Report must be run monthly.

F. Screen reports (with print and export capability) of weekly and monthly ACH and non-ACH on deposits. Report must minimally include agent number, agent name, division (wildlife or boating), privilege type, privilege description, number sold, privilege cost, agent fee, monthly total, year to date sold, year to date total. Sub totals on division and totals by agent class must be reported. Report must be run weekly.

H. Screen reports (with print and export capability) of monthly license sales, voids, and reversals. This report is for total license sales by State agents. Report must minimally include license type, license description, and license count, and license total. Subtotals for wildlife and boating divisions, and totals on count and license total; Report must be run monthly.

I. Screen reports (with print and export capability) of inactive agents. Report must minimally include agent number, agent name, city, and prior date. Report must be run monthly.

J. Screen reports (with print and export capability) of duplicate transactions. Report must minimally include customer ID, transaction number, date/time stamp, effective date, status, license type, and State cost. Report must be run daily.

K. Duplicate customer report/customer merge report (with print and export capability). Report must minimally include customer information from both. Information includes customer ID, customer status, open date, customer name, street address, city and state, and birth date. Report must be run daily.

L. Screen reports (with print and export capability) of mussel receipts by license type and purchaser name with receipt details. Also provide report by mussel type and size. Report must be run monthly.

M. Screen reports (with print and export capability) of commercial fishing receipts by license type and purchaser name with receipt details. Also provide report by fish type. Report must be run monthly.

N. Annual license sales report for USFWS (United States Fish and Wildlife Service). Screen reports (with print and export capability) by fiscal year and by license year, county, and license type. Report must minimally include year (calendar or fiscal), county, transaction type, transaction description, number of transactions by type, total dollar amount for each type. Report must be run annually.

O. License sales to customers in revoked status (with print and export capability). Report must be run daily.

P. Duplicate SSN Report to be run on a monthly basis (with print and export capability).

Q. Screen report (with print and export capability) of weekly agent Automated Clearing House (ACH) activity. Report must minimally include agent number, agent name, ACH account number, routing number, account indicator, ACH amount, and comments.

R. Screen reports (with print and export capability) of monthly ACH on deposit. Report must minimally include agent number, agent name, division (wildlife or boating), privilege type, privilege description, number sold, privilege cost, monthly total, year to date sold, year to date total. Sub totals on division and totals by agent must be reported.

S. Screen reports (with print and export capability) of weekly stolen boat exceptions. This report is run to identify boats that have been registered when the stolen boat indicator was set. Report must minimally include TN boat number, registrants name, address, transaction dates, expiration dates, hull identification number, boat make, boat model, year built, hull type, and boat length.

3. System reports (see Attachment AI.56)

   A. A response time analysis (with print and export capability) - A monthly statistical summary of response time by administrative access and agent-terminal.

   B. R.E.A.L. System availability (with print and export capability) - The Contractor shall provide a monthly report of detailed documentation and explanation of both scheduled and unscheduled downtime or processing interruptions.

   C. Transaction activity reports (with print and export capability) – The Contractor must provide daily and monthly statistical reports on transaction activity including the number and type of transactions requested and processed per hour, day, and month. All transaction activity reports must be detailed at a summary or agent level. Reports must include measurements for timeliness of delivery of data, accuracy of delivery, and completeness of the delivery of data. Delivery of data is defined as the communication of data from the R.E.A.L. System to the Contractor database then to the State database.

   D. Customer service reports (with print and export capability) – phone & internet sales - the Contractor shall provide monthly customer help desk reports, including, but not limited to, number of calls by day (by type of call), average wait on hold, and the number of callers who hung up before the call was answered.

   E. Agent service reports (with print and export capability) - the Contractor shall provide monthly State staff and agent customer service reports, including, but not limited to, number of calls by day (by type of call), average wait on hold, and the number of callers who hung up before the call was answered.

   F. Screen reports (with print and export capability) of daily exceptions. Report must minimally include agent number, agent name, error field, and exception description. Report must be run daily.

   G. Screen reports (with print and export capability) of any transactions that posted with errors. Report must minimally include agent number, date/time stamp, process date, process time, and terminal ID. Report must be run daily.

4. Replicated Database Reports to be provided by Contractor

   MS Access and SQL Server query of R.E.A.L. System to provide marketing data, using administrative screens by using any date range and any combination of customer county, sales per agent, customer state, and license type (not limited to fiscal year and/or license year), totals by money amount, and sales license count total.

This Attachment outlines the procedure for collections, deposit and posting of receipts for license, boat registration, telephone, internet, and magazine subscription sales. See Attachment AH.17, Liquidated Damages.

1. The Contractor will produce a weekly file of ACH (see Attachment AI.6) transactions containing the previous week's sales revenues. The file will be created by the Contractor by sweeping the agents' designated bank accounts, based on the agents' previous week's sales total minus the weekly accumulated agent fees (see Attachment AI.31). The Contractor will provide the ACH file to the Tennessee State Treasury as well as any subsequent ACH reconciliation required.

2. The Contractor must allow for flexible "sweeping" of accounts based on State guidelines. Guidelines allow sweeps to be scheduled either on a dollar amount of sales set on an individual agent basis or by a regular time schedule. Regardless of the amount of sales, sweeping of accounts will be done on a weekly basis as a minimum.

3. The Contractor must provide a system by which agents are electronically notified of the receipted dollar amount and timing of pending ACH, giving the agents ample time to deposit sales amounts to cover the ACH to his bank account.

4. The Contractor will automatically and immediately lock out any agent for whom ACH fails and will provide an online report of those accounts. (See Attachment J.2.C) The State will determine the cause of the failure, resolve the issue of payments to the State by the agent, and reset the agent to normal operation and ACH activity.

5. The Contractor must provide, using the administrative screens, a debit/credit adjustment feature to allow the State to post the installment payments for failed ACH attempts. This feature must reference the original failed ACH for the agent's account.

6. Upon authorization from the State, the Contractor will re-attempt previously failed ACH transactions. These will be specially scheduled transactions, processed separately from regularly scheduled ACH transactions and are to be for the original failed amount only. Additional sales, subsequent to the failed transaction, are to be included in the next regularly scheduled ACH and not to be included in the re-attempted transaction.

7. The Contractor will generate reports regarding amounts transferred from each agent's account. This report will be transmitted electronically to the Tennessee depository (bank). (see Attachment J.2.A)

8. The Contractor will provide financial sweep reports - reports by date and agent that document the agent account sweep criteria, total State dollars of product sold by agent by transaction type and account sweep verification data. Reports will also be generated to communicate to the license agent the amount of funds taken from the agent account.

There are multiple agent classes – check station, check station/license, license only, TWRA regional and TWRA central, State lakes, phone sales, internet sales. The R.E.A.L. System Contractor will be responsible for providing technical and system support for agents and State business staff. Requirements must be met in accordance with Attachment G.12. The system shall meet the following functional needs to ensure license management and support is available for agents and the State.

1. The Contractor must provide, to the State, the functionality to coordinate and apply the following system activity/functions:

   A. Update to license and boat registration fees with automatic application to the appropriate system tables.

   B. Additions or closing of license agent accounts.

   C. Additions or deletions of license types or boat registration types with automatic application to the appropriate system tables.

   D. Miscellaneous messages to the agents by State staff.

2. The Contractor will provide the following system support to users, including but not limited to:

   A. The Contractor will provide a toll free telephone help line to handle agent user and State business inquiries. This number must be unique for use for business regarding the State of Tennessee R.E.A.L. System.

   B. Help desk will be available at a time designated by the State.

   C. The Contractor shall provide live operator staff to answer agent's and customer's inquiries. The Contractor must provide a sufficient number of operators to service all callers promptly. Callers must not be in the call queue more than 60 seconds and once the operator answers the call, service completion must not exceed five (5) minutes. See Attachment AH.18, Liquidated Damages.

      Abandoned calls must be less than 7% on a daily basis. Staffing must be increased as necessary to achieve this level of service on weekends, holidays, opening hunting season dates, and beginning license year months, or any other identified period when license sales are heaviest. See Attachment AH.14, Liquidated Damages.

   D. Help desk staff must provide prompt and accurate information that will address user problems with the R.E.A.L. System.

   E. The Contractor will create and provide a policy and procedures manual for problem resolution of all equipment for all agents during the implementation process.These manuals will be shipped with equipment. The Contractor will complete updates and mail the updated manual to agents annually.

F. R.E.A.L. System upgrades (hardware and software) as required.

The Contractor must create and display agent information. The Contractor must also provide the State with online real time information and reports concerning agent sales and activity. The process and record layout must be included in the design document and be approved by the State. Contractor must convert the agent Information file as described in Attachment AE.4 to create a new system agent table.

The agent record must minimally include the following fields:

1. Corporation name

2. Physical Store Address
   A. Address Line #1
   B. Address Line #2
   C. City
   D. State
   E. Zip code

3. Shipping Address
   A. USPS, Fed Ex or UPS option
   B. Address Line #1
   C. Address Line #2
   D. City
   E. State
   F. Zip code

4. USPS Mailing Address
   A. Address Line #1
   B. Address Line #2
   C. City
   D. State
   E. Zip code

5. Ship equipment indicator (does agent need equipment? Yes/no)
6. Contact name
7. Phone number
8. Fax number
9. Agent class
10. ACH fail
11. Federal tax ID
12. State tax ID
13. Business type code
14. County code
15. County name
16. Agent status
17. Open date

18. Close date
19. ACH account indicator
20. ACH account number
21. Bank name
22. Bank phone number
23. Current agent credit fee
24. Previous agent credit fee
25. YTD (year to date) agent credit fee
26. Transit routing number
27. ACH peg balance
28. Current ACH amount
29. YTD (year to date) gross amount
30. ACH frequency
31. Prior ACH begin date
32. Prior ACH effective end date
33. Prior ACH amount
34. Pre note indicator
35. Pre note date
36. Deposit amount
37. Number of terminals
38. Days advance ach
39. ACH fail total
40. ACH fail mtd (month to date)
41. ACH fail ytd (year to date)
42. ACH description
43. ACH location type (parent, subsidiary, other)
44. Season open date
45. Season close date
46. Parent number
47. Subsidiary indicator
48. Account type
49. Agent site type (WEB POS yes/no)
50. Grandfathered indicator
51. Bond number
52. No charge reprint (yes/no)
53. Email address
54. Agent Communication Log

The Contractor must provide a comprehensive training program for agents regarding its operation. All training materials must be approved by the State before distribution to agents.

1. The Contractor must provide a training/operational manual, along with any other printed training materials, to all agents. The training materials must be written in easy to understand language. The training/operational manual must be annually updated and the updated pages mailed to the agents.

   The Contractor must provide a customer service toll-free phone number for all agent classes, per Attachment L, to use to get answers to sales related questions.

2. The Contractor must include an online training/operational, (or a suitable substitute approved by the State), as required by the agent, to all agents. The training videos must be easy to use and understand. Contractor must provide a video that is current in terms of equipment and corresponding procedure to be used. Personnel featured as State employees in the video must be approved by the State. Any vessels featured in the video must have current registration and operator and passengers must be wearing life jackets.

3. All training materials must be completed and distributed to agents 30 calendar days prior to going live.

4. The Contractor must provide a process to ensure agents have been adequately trained.

   A. Agents must satisfactorily complete a series of test transactions and be certified as trained, before their equipment is activated. This training must be required at the time of R.E.A.L. Installation and be available as needed by new employees of current agents.

   B. A report of agents who have completed training must be prepared and submitted to the State daily.

5. All training plans and materials must be approved by the State prior to use and will become property of the State of Tennessee. Training materials shall be updated by the Contractor as needed to reflect changes in policy; telephone numbers, equipment, and revised material must be distributed to all agents, promptly upon completion of changes.

6. The Contractor will be responsible for implementing the training program.

7. The Contractor will train the staff and agents from the list of personnel supplied by the State.

The sale of any license, permit, boat registration, magazine, or any product from the State necessarily begins with the creation of a customer record or the identification of the customer by means of the TWRA ID number, social security number (SSN), or driver's license number (DLN). Regardless of whether the transaction originates at an agent or an administration screen, insuring that a customer record exists must be the first step of the process. The database design, including database fields, and provisions for creation of the customer record must be included in the design document and be approved by the State. See Attachment AI.16.

The Contractor must provide a means to create and maintain a unique customer record as follows:

1. Provide POS terminal/administration screen prompts for the collection of data about the customer. If the customer does not have a TWRA ID number, the system must issue one when the customer information is processed.

2. Collect the following data from POS terminal equipment and create a unique customer record on the system database:

   A. Customer/TWRA ID number (see Attachment AI.17)
   B. SSN

   C. Name
      1. First Name
      2. Middle Name (optional)
      3. Last Name
      4. Suffix (Jr., Sr., III)

   D. Business Name (Commercial License Sales Only)
   E. Birth date
   F. Hair color
   G. Height
   H. Eye color
   I. Gender
   J. Hunter certification state (alpha state abbreviation)
   K. Hunter certification number
   L. Hunter certification class completed date
   M. Boater certification state (alpha state abbreviation)
   N. Boater certification class completed date
   O. Driver's license state (alpha state abbreviation)
   P. Driver's license number
   Q Residency type
   R. Residential Address (required)
      1 Address Line #1
      2. Address Line #2
      3. City
      4. State
      5. Zip code (International Address compliant)
      6. Country (International Address compliant)

7. County (USA ONLY)

8. Phone number (includes International phone numbers)

S. Mailing Address (optional)
   1 Address Line #1
   2. Address Line #2
   3. City
   4. State
   5. Zip code (International Address compliant)
   6. Country (International Address compliant)
   7. County (USA ONLY)

T. Email address

3. An administration screen must have the ability to collect/modify the above information plus these additional fields:

   A. Customer status
   B. Customer open date
   C. Customer close date
   D. Enforcement/revocation status
   E. Magazine order date
   F. Magazine expiration date
   G. Name type
   H. Solicitation indicator
   I. Customer Communication Log
   J. Transferred record flag

4. Certain fields must be system generated to facilitate processing:

   A. Customer status
   B. Customer open/close date
   C. Address change date
   D. Record creation source (obtained from driver's license file or other)

5. A customer may use one of three forms of identification to facilitate processing a privilege sale.

   A. A customer may offer a Tennessee driver's license for identification. In this situation, the license number may be used to retrieve a current customer record. If there is no current customer record, the license number may be used to obtain the customer demographics from the Tennessee Department of Safety drivers' license file. If one of these records is found, this procedure will eliminate the need for the agent/staff to key the information. During the creation of the customer record the driver's license information will be used as input.

B. A customer may offer a State license document for identification. In this situation, the TWRA customer ID may be used to retrieve a current customer record. This procedure will eliminate the need for the agent/staff to key the information.

C. Social Security Number may be used if there is an existing customer record with the SSN field populated.

6. The system must allow access to the customer records by searching on the TWRA ID number, SSN, TN driver's license number, transaction number, TN boat number, or combinations of name/city/zip code/date of birth.

7. The Contractor must provide the means to update hunter certification state and hunter certification number. Updates to the customer records must be made from batched records submitted on a periodic basis by the State.

8. The Contractor must provide the means to update boater education certification state (alpha state abbreviation), and boater education certification class completed date to the customer record. Updates to the customer records will be made either from batched records submitted on a periodic basis by the State or online administrative screen.

9. All customer address information must be USPS validated upon entry or update.

10. Customers must be able to change their addresses during any transaction. Tennessee residency must be revalidated with current TN driver's license.

11. The Contractor must provide a means to note a potential change to residency type when a customer's state changes.

12. During a sale or any transaction, when an SSN is used to initiate the transaction, no names or personal information except addresses may be changed due to the possibility of duplicate SSNs or driver's license numbers existing in the database.

13. The system must not allow duplicate social security numbers or driver's license numbers as a form of ID during a transaction. A combination of SSN or DLN and date of birth may be used for verification. If a social security number or driver's license number is found as a duplicate on the database during a transaction, return and error message asking the customer to use another form of identification (ID). Name and identifying personal information cannot be changed during the transaction process if the SSN is used to complete the purchase.

14. Contractor must convert the customer file as described in Attachment AE.2 to create a new system customer table.

15. Contractor must convert the Tennessee driver's license file as described in Attachment AE.3 to create a new system Tennessee driver's license table as scheduled in Attachment AJ, Implementation Schedule.

The Contractor must include each provision of this Section in the design document and each provision must be approved by the State.

There are four methods used to sell licenses – Point of Sale terminals, public internet, WEB POS, and administrative. Program modules other than license sales that must also be incorporated into these four methods are described in the appropriate Sections of this document. The system must issue fishing, hunting, and trapping licenses/permits at all participating license agent and TWRA regional sites throughout Tennessee. Regardless of the method used, replacement license sales must result in a flag being set in the sales transaction record to denote that it is a replacement.

State of Tennessee law provides that all hunting and fishing privileges are included in the sportsman and lifetime license privileges therefore purchasers of these licenses are exempt from paying for any other purchases including the sale of quota hunt permits and HIP (harvest information program) permits.

1. Sales application requirements.

   A. The Contractor must create a screen flow that will perform the following functions:

      1. Use the purchaser's social security number (SSN), TWRA ID, or Tennessee driver's license number (DLN) to find his customer record and obtain his identifying information. See Attachment O. If the customer has a TWRA license document or Tennessee driver's license, the screen flow must include a prompt to enter either source (TWRA ID or DLN) for the customer's identifying information.

      2. If the customer record does not already exist, or if the customer does not have a TWRA ID or a Tennessee driver's license, prompts for appropriate identifying information must be used to create a customer record and unique TWRA ID number for each purchaser in accordance with Attachment O.

      3. Prompt the purchaser for identifying information.

      4. Prompt for the type of license(s) information.

      5. If necessary, prompt for trip license date ranges. Provision must be made to allow the purchase of trip licenses that extend from one license year into the next, e.g. February 27-March 2.

      7. Prompt for identifying number associated with the customer record.

      8. Prompt for any surveys if necessary.

         Collect customer survey information at the point of sale:

         a. Must survey specific license customers and capture this information as part of the license transaction.

b. One such survey which must be included is to collect federal HIP migratory bird survey data. The HIP survey must be initiated when the customer requests a migratory bird permit or when a waterfowl license is purchased. See Attachment AI.25 and Attachment AI.34.

9. Display the appropriate licenses and agent fees and calculate the total. Display the total before final license sale.

10. Update the R.E.A.L. System database customer file and associated sales files for privilege sales.

11. Ability to purchase magazine subscription or donation.

B. The R.E.A.L. System will print one or multiple (if they are purchased at the same time) license or permit endorsements, including federal HIP migratory bird permits, on one license form at the point of sale. All licenses, permits & harvest tags printed at the point of sale must look exactly the same regardless of the point of sale device used to purchase the license. At a minimum, the information printed on the license or permit will be:

1. License purchasers name and address
2. Personal identifying information. See Attachment O.
3. TWRA ID (unique customer number) formatted with hyphens
4. License year
5. License type number
6. License type description
7. License and agent fees
8. Purchase date and time of purchase
9 License effective date(s)
10. License Expiration date
11. TWRA logo
12 Agency name
13. Disclosure statement
14. Agent number
15. Terminal ID
16. Transaction number
17. Customer signature line
18. Sales total

19. For TWRA hard card fulfilled licenses and boat registrations, it will print “If not received within 30 days, contact TWRA”.

19. Hunter education certification class completed date for those license types that require course completion.

20. For those licenses requiring a harvest log (see Attachment AI.22) attached to the license, issue with the following minimum information printed on the harvest log. A copy of the harvest log design will be supplied by the State:

a. Date
b. Species
c. Sex
d. Confirmation Number
e. Antler Points

21. Enforcement/revocation status denoted on license with specific restriction(s)

22. If duck blind permit, notary signature line.

23. Marketing message (four lines)

C. Other requirements for the screen flow.

1. Ability to void any license or permits that a purchaser buys by mistake or has a change of mind within a specified time period.

2. Ability to issue replacement licenses (see Attachment AI.59) or permits at the point of sale. The R.E.A.L. System must issue these licenses or permits at any license agent site not just from the agent that originally sold it. Print only those replacement licenses requested by the purchaser.

3. Ability to reprint licenses that may be necessary, for example, by a printer jam.

4. Ability to issue licenses and permits for annual usage (whether fiscal, calendar, license year), daily usage, date range usage, or year-to-date.

5. Ability to display error messages that clearly identify the error and action required to resolve.

2. POS and WEB POS sales application (see Attachment AI.46 and Attachment AI.60)

All functionality provided in Attachment P.1 must be included in the POS and WEB POS application. POS and WEB POS will only be accessible to those license agents who have been authorized by the State in a contractual agreement or authorized State employees. Security levels must be applied to users of the POS and WEB POS application.

A. POS and WEB POS must utilize pull down menus for fields, which include, but are not limited to:

1. Identifying information
   a. Eye color
   b. Hair color
   c. Birth date
   d. Gender
   e. Height
   f. Resident status (if resident status equals “Resident” then the State must equal TN) (if resident has moved out of state, the customer record must be updated to Non-Resident.) (if a non-resident has moved to Tennessee, the customer record must contact TWRA.) (if a customer is Military status from any military post located in TN, the customer record must be updated as Military Status and the customer given resident license prices)

2. State (default to TN when customer status is resident)

3. Boat registration fields

4. License type

5. Harvest fields

6. Quota hunt fields

7. Other (HIP surveys/captive wildlife/commercial fishing/musseling

B. Color and design of internet application must be approved by the State.

C. Encryption is required for POS and WEB POS. Each transaction must be secured and encrypted. Password protection must be required.

D. POS and WEB POS must provide a printed privilege using a printer attached to the POS and WEB POS device.

E. Transactions processed with POS and WEB POS must look up TN zip codes before the transaction has ended matching the zip code to a TN county. Update the county field in the customer record using the customer county.

F. Error messages must clearly identify the error and action required to resolve in order to be meaningful to the general public.

G. Cancellation, void and reprint functionalities must be part of the POS and WEB POS module.

H. The Contractor shall not advertise nor use advertising from any other party in POS and WEB POS module unless explicitly authorized in writing by the State.

3. Internet/mobile sales application

All functionality provided in Attachment P.1 must be included in the internet sales application.

A. Internet sales application must utilize pull down menus for fields, which include, but are not limited to:

1. Identifying Information
   a. Eye color
   b. Hair color
   c. Birth date
   d. Gender
   e. Height
   f. Resident status (if resident status equals “Resident” then the State must equal TN)
      (if resident has moved out of state, the customer record must be updated to Non-Resident.)
      (if a non-resident has moved to Tennessee, the customer record must contact TWRA.)
      (if a customer is Military status from any military post located in TN, the customer record must be updated as Military Status and the customer given resident license prices)

2. State (default to TN when customer status is resident)
3. Boat registration fields
4. License type
5. Harvest fields
6. Quota hunt fields
7. Other (HIP surveys/captive wildlife/commercial fishing/musseling)

B. Color and design of internet application must be approved by the State.

C. Encryption of any sensitive data is required for the internet application. Each transaction must be secured and encrypted.

D. All requested licenses & permits must be fulfilled by the Contractor & mailed to the customer.

E. Transactions processed on internet/mobile must look up TN zip codes before the transaction has ended matching the zip code to a TN county. Using the customer county, the application must update the county field in the customer record.

F. Error messages must clearly identify the error and action required to resolve in order to be meaningful to the general public.

G. There must not be any void functionality for completed transactions available to the customer included as a part of the internet module. Transactions may be cancelled by the customer prior to completion of transaction.

H. The Contractor shall not advertise (including Contractor branding) nor use advertising from any other party in the internet module unless explicitly authorized in writing by the State.

4. Administrative screen sales application

All functionality provided in Attachment P.1 must be included in the administrative screen application, excluding license printing functionality. Permits that require an application are processed using an administrative screen. Certain privilege types are fulfilled by the State and require a print file to be formatted by the Contractor. Administrative screens will only be accessible to authorized State employees with security levels applied to users of the WEB POS application.

A. Administrative screens must utilize pull down menus for fields, which include, but are not limited to:

1. Identifying information,

a. Eye color
b. Hair color
c. Birth date
d. Gender
e. Height
f. Resident status (if resident status equals “Resident” then the State must equal TN) (if resident has moved out of state, the customer record must be updated to Non-Resident.) (if a non-resident has moved to Tennessee, the customer record must contact TWRA.) (if a customer is Military status from any military post located in TN, the customer record must be updated as Military Status and the customer given resident license prices)

2. State (default to TN when customer status is resident)

3. Boat registration fields

4. License type

5. Harvest fields

6. Quota hunt fields

7. Other (HIP surveys/captive wildlife/commercial fishing/musseling

B. Screen graphics, design, and layout must be minimized to optimize processing speed.

C. Encryption is required for administrative screen processing. Each transaction must be secured and encrypted. Password protection must be required.

D. Tennessee zip codes must be verified as valid codes and used to complete look-up for the correct customer county and city. Administrative screens must validate customer addresses using postal software in a real time mode.

E. Cancellation, reprint and void functionality must be included as part of the administrative screen module.

F. Error messages must clearly identify the error and action required to resolve in order to be meaningful to the general public.

Boat registration is the method of collecting information about a boat for use on the waterways of Tennessee and issuing the proper certification and decals. A properly registered boat will be recorded in the State boating database, have the proper decals affixed to the bow of the boat, and have a valid certificate of registration on the vessel. Boat registration period is calculated from the date of registration for 1, 2, or 3 years. See Attachment AI.7 and Attachment AI.20.

Registration fees vary based on boat length and the number of years for which a boat is registered. No boat may be registered for more than three years. For example, if a boat has two years remaining on its registration; it cannot be registered for two additional years.

The Contractor must provide a means to register boats, format boat registration data, maintain a boat registration database, and maintain a link to the customer database for each boat. The existing boat registration data must be converted to new coastguard specifications. The process and database design, including the database fields, must be included in the design document and be approved by the State.

The following situations must be addressed and provided for:

1. Original transactions (see Attachment AI.37)

   Original boat registrations (boat has not previously been registered in the State of Tennessee), done only in the TWRA Nashville office, require proof of payment of sales tax or exemption provided by appropriate county clerk. If registrant is not currently a TWRA customer, a customer record must first be created. The boat registration is then entered and linked to the customer record. An online administrative update screen must provide for these processes in real time. The original transaction will provide the following information:

   A. Customer Identification

   B. Co-owners name (optional)
   D. Registration type
      1. New number
      2. Renewal of number
      3. Transfer of ownership

   E. Current TN boat number (registration number)

   F. Boat length

   G. Boat make & model

H. Vessel Type
   1. Air boat
   2. Auxiliary Sail
   3. Cabin Motorboat
   4. Houseboat
   5. Inflatable boat
   6. Open Motorboat
   7. Paddlecraft
   8. Personal Watercraft
   9. Pontoon
   10. Rowboat
   11. Sail Only
   12. Other

I. Year built

J. Manufacturer's hull identification number (HIN) -must meet coastguard specifications with State override capabilities

K. Primary operation
   1. Pleasure
   2. Rent or lease
   3. Charter fishing
   4. Commercial fishing
   5. Commercial passenger carrying
   6. Dealer or manufacturer demo
   7. Other commercial operation

L. Hull material
   1. Aluminum
   2. Wood
   3. Rubber
   4. Fiberglass
   5. Plastic
   6. Steel
   7. Other

M. Propulsion
   1. Propeller
   2. Sail
   3. Water jet
   4. Air thrust
   5. Manual
   6. Sailboard
   7. Other

N. Engine drive type
   1. Inboard
   2. Outboard
   3. Pod Drive
   4. Stern Drive
   5. Other

O. Fuel
   1. Gasoline
   2. Electric
   3. Diesel
   4. Other

Q. Documentation indicator

R. Comments regarding customer and/or boat

S. Status
   1. Stolen
   2. Abandoned
   3. Non-repairable
   4. Salvaged
   5. Sold

T. Registration through date (expiration date)

V. Boat comments

* All fees must be calculated and displayed on the administrative screen according to boat length, boat use, and registration period.

2. Transfer transactions (see Attachment AI.57)

All boat transfer transactions are processed at TWRA Nashville office using administrative screens via secured private internet. Transfer transactions also require proof of payment of sales tax or exemption provided by appropriate county clerk. If registrant is not currently a TWRA customer, a customer record must first be created. The boat registration is then entered and linked to the new customer record. An online administrative update screen must provide for these processes, in real time. In addition to the above, a transfer transaction will provide the following information:

A. Registration type

B. Corrected/changed boat information. See Attachment Q.1.E through Attachment Q.1.V, above.

C. Transfer transactions must be designed with safeguards to prevent registering a boat to the wrong person.

D. All fees must be calculated and displayed on the administrative screen according to boat length, boat use, and registration period.

3. Renewal Transactions (see Attachment AI.8)

A customer may renew their boat registration by mail, license agent site, State office, telephone, or via secure public internet. The boat renewal registration requests will be processed and a receipt will be issued for the renewals. Purchaser may present boat renewal notice(s), boat registration certificate, or know the boat registration number, the first three characters of the last name, and date of birth.

A. Process must allow for entering of:

1. Customer identification (specify driver's license or TWRA ID and number)
2. Resident status
3. Address changes
4. Date of birth
5. Boat type code – any renewal type
6. TN boat number (registration number)
7. Full last name and date of birth

B. The process must validate, in real time, against the vendor host for customer identification and the specific TN boat ID's corresponding information for verification and printing purposes.

C. The system must calculate the fee(s).

4. The receipt is printed and presented to the registrant at the time of renewal with the following information:

A. Customer ID
B. Purchaser's name and address
C. Birth date and personal attributes
D. TN boat number (registration number)
E. Boat length category
F. Number of years registered
G. Fees (registration and agent)
H. Date and time of registration
I. Expiration date
J. Agency name
K. Transaction number
L. Boat type code
M. Agent number
N. Terminal number

*Renewal transactions must be designed with safeguards to prevent registering a boat to the wrong person.

5. Contractor must provide an online administrative screen for State staff to process renewal registrations that customers have mailed to the State. Data requirements are the same as in Attachment Q.3.A above.

6. Contractor must provide an accounting method report (for TWRA main office) by agent number and by boat and license type for walk-ins and mail-ins for daily closeout.

7. Contractor must provide a means to edit boat registration records with an online administrative screen. The following fields are eligible for change through this process:

   A. Co-owners name (optional)

   B. Registration type

   C. Boat length

   D. Boat make & model

   E. Vessel Type

   F. Year built

   G. Manufacturer's hull identification number (HIN) -must meet coastguard specifications with State override capabilities

   H. Primary operation

   I. Hull material

   J. Propulsion

   K. Engine drive type

   L. Fuel

   M. Documentation indicator

8. Contractor must make provisions for business owned boats.

   Business owned boats present a special circumstance for registration. A flag must be provided that allows the boat and customer records to be defined as a business or an individual. For a business owned boat, a name search must be on the name as a whole. For an individual owned boat, a name search must be on the last name. When the boat registration is renewed, validation of the boat owner must be against the business name rather than the individual name.

9. Contractor must provide a monthly boat registration renewal file containing current boat registrants whose boats are expiring within the next 45 days. The records in this file must contain the registrant's name, address, and other registration information as required to send renewal notices to the registrant.

10. There may be situations in which a boat has been registered to the wrong customer. The Contractor must provide a mechanism for this situation by which authorized State personnel may break the link between the customer and boat.

11. Contractor must create a daily boat registration sales file including all of the registration information for the previous day's registrations. This file must be downloaded by secured File Transfer Protocol (SFTP) to the State for fulfillment (printing of certificates and decals) and mailing. File must be available for download to the State by 9:00 A.M. (CST/CDT) each business day. When a boat has been registered twice on the same day, only the last transaction should be downloaded.

12. Contractor must provide monthly: an active boat report accounting (with print and export capabilities) – sorted by county and length.

13. Contractor must create a weekly stored report (with print and export capabilities) displaying all boats registered that are indicated as stolen. The report must display the TN boat number, customer name and address, date reported stolen, and the registration date.

14. Contractor must create a daily stored report (with print and export capabilities) displaying boats that were registered two or more times.

15. Contractor must provide an annual coast guard report. Screen reports (with print and export capabilities) by calendar year, county, and license type. Report must minimally include year (calendar), county, transaction type, transaction description, number of transactions by type, total dollar amount for each type. Report must be run yearly.

16. Due to changes to the U.S. Coast guard Vessel Identification System (VIS), Contractor must create a conversion file so that the current boat file will be VIS ready. The VIS is a U.S. Coast guard database for identifying boats.

17. Contractor must convert the boat registration file as described in Attachment AE.1 to create a new system boat registration table.

The Tennessee Wildlife Magazine is published four times a year by the State. Purchases of sportsman and lifetime sportsman licenses include a subscription for as long as the license is valid. Other complimentary subscriptions are given to other organizations such as schools. Subscriptions are also sold to the public on a one, two, or three-year basis but a complimentary subscription may be valid for five years. The process and database design, including database fields, for this Section must be included in the design document and be approved by the State. See Attachment AI.33.

1. The Contractor must provide the means to process magazine subscriptions from either an administrative screen, internet/mobile, POS or WEB POS. Script/screen prompts must be created and used to facilitate the collection of the following minimum data:

   A. Customer ID number, must be collected or created
   B. TN driver's license number
   C. Subscriber's name (or business name) D. Subscriber's address and country
   E. Effective date
   F. Order date
   G. Expiration date
   H. Phone number
   I. Solicitation indicator
   J. Customer status

2. The Contractor must create a monthly file of subscribers whose subscription expires in the following month.

3. The Contractor must create a file for active subscriptions four times a year to include customer ID number, name, address, and expiration date. This file must include current sportsman, lifetime sportsman license holders, and current magazine subscribers.

4. The Contractor must allow for multiple records of the same license type for the same customer but not for the same subscription period. Any combination of subscriptions must not cause the expiration date to be more than 3 years from date of last transaction unless it is a complimentary subscription.

5. Ordinary subscriptions are limited to three years. Complimentary subscriptions are available and can be renewed for five years.

6. When customer purchases selected hunting/fishing license types via all platforms, the Contractor must provide a prompt to ask customer if they would like to purchase a magazine subscription or make a donation.

7. When a magazine subscription is purchased via all platforms, the Contractor must provide a receipt for the customer.

8. The Contractor must provide ad hoc capability for the State to query magazine subscription customer mailing information (with print and export capabilities).

The Contractor must include each provision of this Attachment in the design document and each provision must be approved by the State. This function must be available at any point of sale platform. This Attachment applies to the sale of hunter education class admission and sale of replacement cards. See Attachment AI.27. The Contractor must provide for the sale of a hunter education class admission using any of the available methodologies as provided for in Attachment P, Sale and Distribution of Licenses, Permits, and All Other Privilege Types.

1. The Contractor must provide a hunter education module.

    A. The Contractor must accept the hunter education records using a batch file, periodically provided by the State, matching on the customer social security number and date of birth. The Contractor must update customer records based on successful tests results. Updated customer record must reflect that customer successfully completed course and date customer completed course.

    B. If customer record is not found, a customer record must be created as provided for in Attachment O.

2. The process for the sale of hunter education replacement cards must include the following:

    A. A customer may purchase a hunter education replacement card as a privilege type using any of the available methodologies as provided for in Attachment P, Sale and Distribution of Licenses, Permits, and All Other Privilege Types.

    B. The system will verify that customer has hunter education certification.

    C. When certification is verified, the system will print a receipt for the purchase of a hunter education replacement card, regardless of method of purchase.

    D. When verification cannot be made, the point of sale device must display that the transaction has been rejected and that the clerk should refer the customer to the closest TWRA regional office.

    E. The Contractor must provide for download, on a daily basis, a file containing minimally the following fields: TWRA ID number, customer name, address, city, state, zip code, SSN, date-of- birth, class completion date, and license type. This data will be used by the State for fulfillment of hunter education replacement cards.

3. Contractor must convert the hunter's education file as described in Attachment AE.

The harvest and sale of mussel shells is a substantial business activity in the State of Tennessee. Sales of mussel shells are made by a diver/procurer, licensed to harvest and sell mussel shells. For mussels harvested in Tennessee, the seller must be licensed in Tennessee. If the mussels were harvested in another state, the seller must be licensed in that state. A vendor (mussel buyer) located and licensed in Tennessee purchases the mussel shells.

The mussel receipt module must reside on the web as a means for the State to ultimately receive mussel shell data from the purchaser after the sales transaction. The module is also used to record and collect the fees. Each mussel shell buyer/dealer must provide banking information to the State as any other license agent so that ACH sweeps can occur weekly. See Attachment AI.35.

The printed document produced by the R.E.A.L. System will serve as the sales receipt (given to the mussel seller by the dealer) required by the State for the sale of mussels. The process and database design, including database fields, for this Section must be included in the design document and be approved by the State.

The Contractor will provide a means to collect mussel harvest data as follows:

1. Update to host system must be real time as an administrative transaction with security levels applied to all users.

2. Typically, both buyer and seller will have already purchased the respective Tennessee licenses for their activity. Therefore no customer record will ordinarily be created in this process, as those records were originally created during the license sales process. Transactions involving a seller licensed in another state may require that a customer record be created.

3. The following data must be collected:

   A. Seller's license number (customer ID)
   B. Buyer's license number (customer ID)
   C. State of issue
   D. Date and time of transaction

   E. One (1) through x iterations of the following:

      1. Harvest location code

      2. Shell code (must be valid shell code to process transaction)

      3. Shell type – green or open

      4. Shell size category

      5. Pounds purchased

6. Price per pound

7. Payment amount to the State

4. Seller's license number and buyer's customer ID must be validated against the host database. The transaction, Attachment T.3 above, and the seller's and dealer's names, must be displayed for dealer verification prior to update.

5. Create a mussel harvest receipt table in the R.E.A.L. Database and link to both seller and buyer customer records.

6. Create a printable receipt for the mussel seller displaying:

   A. Seller's license number (customer ID)
   B. Buyer's license number (customer ID)
   C. State of issue
   D. Date and time of transaction
   E. Transaction detail (from Attachment T.3.E.), including all iterations except payment amount to the State
   F. Total purchase price

7. Create administrative daily reports for dealers (with print and export capabilities), which display mussel sales by seller and by purchaser.

8. Contractor must calculate the payment amount due to the State. The formula will be provided to the Contractor.

9. ACH sweeps will be accomplished on dealer accounts on a periodic basis, monthly or weekly.

10. Dealers will have viewable purchase reports available for their account only at the end of the day for that day's sales only.

The Contractor must provide the means to collect data from the sales of fish by commercial fishermen to wholesale fish dealers. A wholesale fish dealer is defined as an individual or business that is located and licensed in Tennessee and purchases fish from licensed commercial fishermen. The seller may be licensed in Tennessee or another state, provided that the harvest is also in another state.

The wholesale fish dealer receipt module must reside on the web as a means for the State to ultimately receive commercial fishing data from the purchaser after the sales transaction. The module is also used to record and collect the fees. Each fish dealer must provide banking information to the State as any other license agent so that ACH sweeps can occur weekly. See Attachment AI.15.

The process and database design, including database fields, for this Section must be included in the design document and be approved by the State.

1. Update to host system must be real time as an administrative transaction with security levels applied to all users.

2. Typically, both buyer and seller will have already purchased the respective Tennessee licenses for their activity. Therefore no customer record will ordinarily be created in this process, as those records were originally created during the license sales process. Transactions involving a seller licensed in another state may require that a customer record be created.

3. Minimally, the following data must be collected:

    A. Date and time of sale

    B. Wholesale fish dealer customer ID

    C. Commercial fisherman customer ID

    D. State of origin – where commercial fisherman is licensed

    E. One (1) through x iterations of

        1. Species purchased
        2. Pounds bought
        3. Pounds of eggs received
        4. Location harvested
        5. Gear type
        6. Mesh size
        7. Number of pieces per type of gear
        8. Length of net
        9. Payment amount due to the State

4. Seller's customer ID and buyer's customer ID must be validated against the host database. The transaction, Attachment U.3., and the seller's and dealer's names, must be displayed for dealer verification prior to update.

5. Create a commercial fishing receipt table in the R.E.A.L. Database and link to both seller and buyer customer records.

6. Create a printable receipt for the seller that includes the following information:

   A. Date and time of sale

   B. Wholesale fish dealer customer ID

   C. Commercial fisherman customer ID

   D. State of origin – where commercial fisherman is licensed

   E. One (1) through x iterations of:

      1. Species purchased
      2. Pounds bought
      3. Pounds of eggs received

7. Create administrative daily reports (with print and export capabilities) which display commercial fish sales by seller and by purchaser.

8. Contractor must calculate the payment amount due to the State. The formula will be provided to the Contractor.

9. ACH sweeps will be accomplished on dealer accounts on a periodic basis, monthly or weekly.

10. Dealers will have viewable purchase reports available for their account only at the end of the day for that day's sales only.

A permit is required to possess captive wildlife, e.g. for a circus or municipal zoo. The sale and distribution of these permits is similar to the sale of other licenses and permits but processing differs substantially. In order to obtain these types of licenses, one must make application, possibly have the facilities inspected, and some require administrative approval. A license may be issued for an unlimited number of species with up to 25 species printed on each physical license. The species type must be recorded on the database at the time of the processing of the license. Processing must be in real time. The process and database design, including database fields, for this Section must be included in the design document and be approved by the State. See Attachment AI.11.

This transaction is only completed in the TWRA central office in Nashville, TN. The module must be developed for a web-based administrative screen.

The major customer identifier can vary based on who the "owner" is. Some businesses require the manager to be the permit holder and some prefer the business to hold the permit. This may even vary within a given business at different franchise locations.

1. The customer record: The captive wildlife possession permit customer record is exactly the same as the license customer record with the following exceptions.

   Additional information must be recorded to describe the business or individual purchasing the captive animals and requesting the permit.

   A. Business name
   B. Location of the facility (address)
   C. Privilege type
   D. County
   E. Agent ID
   F. Customer ID
   G. Effective date
   H. Expiration date (fiscal year expiration)

2. Screen prompts must be created and used to facilitate the collection of the following data:

   A. One (1) through x iterations of species names (not codes)
   B. Number of animals of each species (99999)

3. Download purchase data for fulfillment on a schedule to be set by the State, to include all of the above data, except TN driver's license number.

4. The system must allow for multiple records of the same permit type for the same customer.

5. The permit expirations do not correspond to the normal license year. Some are temporary permits such as those for a circus or municipal zoo. The Contractor must make provision

for a variable permit period.

6. The Contractor must provide for a weekly administrative report (with print and export capabilities) that lists the data referred to in Attachment V.1., Attachment V.2., and Attachment V.3., above. This report must be in order of permit purchaser's name.

7. The Contractor must provide a daily fulfillment file including information specified by the State.

The Contractor must include each provision of this Section in the design document and each provision must be approved by the State. This function must be available at any point of sale platform.

1. The Contractor must provide a boater education module.

    A. The Contractor must provide for the sale of a boater education test admission using any of the available methodologies as provided for in Attachment P, Sale and Distribution of Licenses, Permits, and All Other Privilege Types.

    B. If customer record is not found, a customer record must be created as provided for in Attachment O.

    C. The Contractor must provide for the issue of a receipt for this purchase regardless of method used to purchase.

    D. The Contractor must update customer records based on successful tests results, which will be delivered to the Contractor via secured FTP.

2. The Contractor must provide for the of issue a receipt for the purchase of replacement boater education cards using a point of sale terminal and printer at all participating license agent and TWRA regional sites throughout Tennessee.

    A. A customer may purchase a boater education replacement card as a privilege type using any of the available methodologies as provided for in Attachment P, Sale and Distribution of Licenses, Permits, and All Other Privilege Types.

    B. The system will verify that customer has boater education certification.

    C. When certification is verified, the system will print a receipt for the purchase of a boater education replacement card regardless of the sales method.

    D. When verification cannot be made, the point of sale devices must display that the transaction has been rejected and that the clerk should refer the customer to the closest TWRA regional office.

    E. The Contractor must provide for download, on a daily basis, a file containing, minimally: TWRA ID number, customer name, address, city, state, zip code, SSN, date-of-birth, class completion date, and license type. This data will be used by the State for fulfillment of boater education replacement cards.

3. The Contractor must create student lists for test proctors

   A. Student list for test admission/proctors - weekly

      1. Name
         a. First Name
         b. Middle Name
         c. Last Name
         d. Suffix (Jr., Sr., II, III)

      2. Address

      3. Customer ID

   B. Student list for test admission/TWRA

      1. Name
         a. First Name
         b. Middle Name
         c. Last Name
         d. Suffix (Jr., Sr., II, III)

      2. Address

      3. Customer ID

      4. SSN

4. Contractor must convert the boating education file as described in Attachment AE.6 to create a new system boating education table.

The State allows hunting of big game on Wildlife Management Areas (WMA) and counties throughout Tennessee during defined seasons. Hunters apply for a permit as an individual or as a party with other hunters. Applications are currently taken via internet/mobile, POS, and WEB POS. - A drawing is held to select the hunters for these hunts approximately two months prior to the defined seasons. There is a fee charged to the applicants for these hunts. Fees are waived for sportsman and lifetime sportsman license holders. Seasons are defined for Turkey, Big Game WMA, Waterfowl, Cherokee/Bear, and Elk. On other hunts, some locations or even the entire draw may be changed to first come, first served basis.

Once the draw has been processed, applicant lists are produced and permits are mailed to the successful applicants. Applicants are notified that they were not drawn for a hunt. The State sends letters to unsuccessful applicants and permits to successful applicants.

Any leftover permits or any permits not run through the lottery system are sold on a first-come, first-served basis via internet/mobile, POS, and WEB POS.

Agents do not collect an agent fee for sportsman & lifetime license holders who apply for hunts. The agent fee is credited to the agents account by the State. See Attachments Attachment AI.29 and Attachment AI.31.

1. The Contractor must provide a basic/generic quota hunt application and draw system. The Contractor is required to provide an online process for the State to make changes, by quota hunt type, to the following parameters:

    A. Party size
        1. Minimum (optional)
        2. Maximum

    B. Hunt locations
    C. Hunt dates
    D. Application fees
    E. Number of hunt choices
    F. Number of (maximum) awarded hunts allowed
    G. Draw start date
    H. Maximum purchase number of leftover hunts
    I. Quota per location/date

    J. Description of allowed harvest
        1. Animal type
        2. Sex
        3. Harvest limit

    K. Description
        1. Weapon type
        2. Special instructions

    L. Hunter’s age limits
    M. Priority level
    N. License purchase requirement

O. Starting application number
P. Overlap indicator
Q. Sales begin date & end date
R. Priority history file display years

2. Contractor must provide a means to apply for a quota hunt at an agent location using all platforms.

3. The Contractor must provide for application as an individual, as a party leader, or as a party member. The applicant who is a party leader or who applies as an individual will be assigned an application number. The party leader may share this number with other applicants, who will use the same application number to become a member of an established party instead of being assigned a new one.

4. At the initial point of application, the party leader or individual applicant will select all choices and the number of permits desired. Applicants joining a party will not be able to change the hunt choices and number of permits previously selected by the leader.

5. The Contractor must provide an automated accounting method for the State to credit agents' accounts for agent fees not collected when a sportsman or lifetime license holder applies.

6. The Contractor must conduct the draw for each hunt according to the following rules:

   A. To apply for a youth hunt, an applicant must meet the State's age requirements on the first day of the hunt for which he applies.

   B. In order to apply for a hunt (other than a youth hunt), an applicant must provide date of birth~~,~~ and SSN or TN driver's license in order to cross reference the priority history file.

   C. An adult applicant may only apply once for a quota hunt type, but may apply for more than one permit for each quota hunt type.

   D. An applicant may not request a given hunt choice more than once.

   E. An applicant who qualifies for a youth hunt may also apply for a regular hunt but must apply a second time.

7. The Contractor must provide a means to assign priority to applicants who are unsuccessful in the draw and maintain a history file with a maximum priority status of 99.

   A. An unsuccessful applicant will gain a priority point for each unsuccessful year, whether consecutive or not, until the applicant is drawn. Priority status will then revert to zero. This status is maintained in the priority history file.

   B. Priority status is cross referenced by the SSN and date of birth in the application file against the priority history file.

   C. Applicants with the same priority points go, as a group, into a draw.

   D. Consecutive draws will then be held in descending priority status until all applicants with priority points have been exhausted.

   E. Party leaders determine whether to allow members with lower priority status than the leader to join the party.

   F. Parties with members of differing priority points will go into the priority draw corresponding to the lowest priority in the party.

   G. Each quota hunt type has a separate priority history for each individual applicant.

   H. The Contractor must load approximately 610,000 priority records, provided by the State, into the priority history file before the first quota hunt draw.

8. The Contractor must provide a series of priority draws and draws without priority. Priority is only considered during the initial drawing.

   A. Draws must be conducted on a random basis by application number.

   B. When an applicant or a party is randomly selected, the first hunt choice is compared to the vacancies which may exist for that hunt. If there is a vacancy, the applicant(s) is assigned to that hunt. If there is no vacancy, then the remaining choices are examined until a party or applicant is assigned a hunt or runs out of choices. Multiple drawings will be necessary if vacancies exist after the initial drawing.

   C. If an applicant has paid for more than one permit for the draw, he/she may be awarded only one permit per random hit.

   D. An applicant is limited to the number of permits for which he/she has paid and by the maximum number of awarded hunts allowed as described above in Attachment X.1.F.

   E. During the priority draws, the applicant can only be awarded one permit from his/her choices.

F. Quotas for a hunt may be overfilled when any party member is awarded the hunt, as all members of the party will also be assigned that hunt.

G. An applicant may be drawn for hunts occurring on the same or overlapping dates in some circumstances. Provision must be made to identify allowable overlaps.

H. When a hunt is awarded, the quota is reduced by the number of members in the party.

9. The Contractor must provide a means for the State quota hunt administrator to make online updates or deletions to customer application records.

10. The Contractor must provide a means for the State to make administrative changes to parties.
    A. Move application from one party to another.
    B. Change party size.
    C. Change an individual customer who is a member in a party to a party of one.
    D. Change priority on a party or an application.

11. The Contractor must provide the following reports (with print and export capabilities):
    A. Checking station by hunt location
    B. Duplicate customer
    C. Duplicate SSN
    D. Customer hunt choice list
    E. Successful applicant list report
    F. Unsuccessful applicant list report
    G. Fill list by priority
    H. Refund report
    I. Complete applicant report
    J. Daily and weekly batch reports

12. The Contractor must provide the following tables and means for their maintenance for use in this module:
    A. Priority history
    B. Applications
    C. Hunts (location, description, quota)

13. Contractor must convert the quota hunt priority history file as described in Attachment AE.9 to create a new system quota hunt priority history table.

14. The Contractor must provide the State with the ability to enter applications into the system via a batch entry program.

15. The Contractor must provide a means for the State to add additional quota hunt types. Some quota hunt types have special requirements:

    A. Elk – Successful applicants will not be allowed to re-apply for an elk hunt quota permit for a period to ten (10) years following a successful draw. Non-resident applicants will be restricted to no greater than twenty-five (25) percent of the drawn permits.

    B. Waterfowl – No fee is charged for vacancy drawings.

    C. Cherokee/Bear – There must be a set minimum and maximum party size.

Currently, successful hunters of big game (deer, turkey, and bear, and sandhill crane) in Tennessee are required to check the harvested animal through an approved State system Successful hunters must provide harvested information using internet, mobile, POS equipment or WEB POS applications. See Attachment AI.23. Subsequently, reports must be made available to the public via internet. Current reports can be found at:

https://jc.activeoutdoorsolutions.com/TNHFInternetHarvest/app/goHome.do

The State authorized users only will have the ability to collect additional biological information that agents cannot.

With the exception of sex of species, some biological data has acceptable ranges that are to be soft-validated. If user insists on inputting data outside of acceptable range, system must accept the data after one warning and the option to re-enter data.

The process and database design, including database fields, for this Section must be included in the design document and be approved by the State. As in all other point of sale functions, the customer/harvester must have a customer record or have one created at time of data collection if they qualify as a landowner, under 13 years, over 80 years, or military.

1. Update to host system must be available in real time.

2. Minimally, the following data must be collected:

    A. Customer identification (customer number, Tennessee drivers' license number and date of birth) if the customer has a TWRA license document or Tennessee driver's license (see Attachment P.1.A.1 and P.1.A.2).

    B. Date of harvest

        1. Harvest year

        2. Process date

        3. Checking station number (agent number)

        4. Type of harvest (deer, bear, turkey, sandhill crane)

        5. Location of harvest

            A. Name of county and Wildlife Management Area (WMA) (if applicable)
            B. Code of county and WMA (if applicable)
            C. Compartment of WMA – optional

        6. Weapon type

        7. Hunter type (big game/landowner/under 13/over 80/military)

8. Map & parcel number (for license exclusion type of landowner) - optional

9. Resident status

10. Terminal ID

11. Exception indicators:

    A. Antler points out of range
    B. Deer weight out of range
    C. Antler beam circumference out of range
    D. Antler beam length out of range
    E. Antler outside spread out of range
    F. Date of harvest greater than 48 hours past process date
    G. Beard length out of range
    H. Spur length out of range
    I. Bear weight out of range

12. Bear data

    A. Sex
    B. Weight, pounds
    C. Weight type (whole, dressed, partial)
    D. Sample collected (hair, tooth, both, none)

13. Sandhill Crane
    A. Adult/Juvenile
    B. Sandhill Crane Validation Number
    C. Leg Band Number (if present)

14. Turkey data

    A. Sex
    B. Age, adult/juvenile/unknown
    C. Weight, pounds - optional
    D. Length of longest beard, inches - optional
    E. Spur length, inches - optional

15. Deer data

    A. Sex
    B. If sex = male:

        1) Total antler points

        2) If total antler points = 1 or 2, antler indicator = y or n (ask are antlers less than 3 inches?). If total points = 0 or > 2, antler indicator must remain blank.

16. Bear data – State authorized user only

    A. Sex
    B. Weight, pounds
    C. Weight type (whole, dressed, partial)
    D. Sample collected (hair, tooth, both, none)

18. Turkey data – State authorized user only

    A. Sex
    B. Age, adult/juvenile/unknown
    C. Weight, pounds - optional
    D. Length of longest beard, inches - optional
    E. Spur length, inches –optional

19. Deer data – State authorized user only

    A. Sex
    B. If sex = male:

        3) Total antler points

        4) If total antler points = 1 or 2, antler indicator = y or n (ask are antlers less than 3 inches?). If total points = 0 or > 2, antler indicator must remain blank.

        5) Antler beam length, inches - optional

        6) Antler beam circumference, inches - optional

        7) Antler outside spread, inches – optional

    C. Age - optional
    D. Weight - optional
    E. Weight type (whole, dressed, partial) – optional

3. Create a receipt/permanent harvest log.

   The transaction must generate a harvest log, using the same weather resistant material as for licenses. The permanent game tag must minimally contain the following information:

   A. Customer / TWRA ID number
   B. License type (description) – harvest log
   C. Process date and time
   D. Date of harvest
   E. Checking station number (agent number)
   F. Species harvested
   G. Map & parcel number (if exclusion type is landowner)

H. Sex of harvest
I. County (harvest location)
J. WMA
K. Name of customer
L. Customer address
M. City, state, zip code
N. Hunter type
O. Biological data (species dependent information)
P. Game tag number (transaction number)
Q. Terminal ID
R. Signature line
T. Weapon type

4. Internet harvest reports/queries (including Public Access)

Harvest reports containing statistical and biological information are of interest to the hunters of Tennessee, as well as biologists both in and outside of the State. The following reports are to be made available to the public on the internet in the design theme of TWRA's current home page. The reports are dynamic and must allow user to input variables, including but not limited to county and date range. A default begin date must be used on a rotating basis depending on the season. A default end date must be "today's date".

A. Contractor must provide a means for the State to change defaults dates using administrative screens.

B. Contractor must provide the following printable screen reports:

1. License agent information report by county, including dynamic directions.

2. Check station information report by county, including dynamic directions.

3. County check-in information report by date range, by species.

4. Agent check-in information report by date range, by species.

5. Biological data statewide report by date range, by species.

6. Biological data county report, by date range by species, including all counties.

7. Biological data WMA Report, by date range by species, including all WMA's.

8. Biological data region report, by date range by species, region, include all regions.

9. Biological data antler points by county by date range, including all counties.

10. Biological data antler points by WMA by date range, including all WMA's.

11. Harvest report by date range, by species, by county and/or WMA.

12. Harvest season county report by date range.

13. Harvest season WMA report by date range.

14. Harvest county rankings report by date range by weapon type or all weapons.

15. Harvest weapon report by date range by species by county and/or WMA.

16. Hunter success statewide report by date range for deer.

17. Hunter success by unit report by date range for deer.

18. Hunter success by day by unit report by date range by species.

19. Graph report for biological data report by location by harvest type by date range. Graph x and y axis must be clearly legible and may require multiple web pages to be scrolled down to view all data.

20. Graph report for harvests by location by harvest type by date range. Graph x and y axis must be clearly legible and may require multiple web pages to be scrolled down to view all data.

21. Graph report for historical harvests by location by harvest type by date range. Graph x and y axis must be clearly legible and may require multiple web pages to be scrolled down to view all data.

5. Administrative Harvest Reports/Queries (web admin)

Not all harvest reports are available to the public. Reports which contain information about an individual customer, exceptions, or a possible infraction will be available on a secured network. Reports A through C of the administrative harvest reports are dynamic and require user to enter variable criteria. Reports D and E are static reports and do not require user input. All reports must have print and export capabilities.

A. Detail county by date range, all species.

B. Detail WMA by date range, all species.

C. Infractions by law enforcement area, by deer or turkey or both. The four infraction types are out of season, wrong bag type (gender or antler type), exceeds bag limit and wrong weapon.

D. Weekly biological limits exception report (exception indicator).

E. Weekly 48 hour exception report (list exceptions that were processed greater than 48 hours after harvest).

F. Harvest records may be queried using the administrative screens (web admin).

6. Database administration

Existing harvest records may be edited (without changing species) and voided. A maintenance log must be provided for audit trail.

In addition to the harvest record table described in Attachment Y.2, a yearly season hunt table for deer and turkey is required for reports Attachment Y.4.B.12, Attachment Y.4.B.13, and Attachment Y.5.C. While a batch upload is expected annually, once loaded the yearly season hunt table can be managed using administrative screens (web admin). Records can be added, deleted or edited. A maintenance log must be provided for audit trail. The previous year's table must remain in production.

Within the administrative screens, the only report which requires the yearly season hunt table for deer and turkey is the infractions by law enforcement district reports. On the internet harvest reports website, there are two reports which use this table. They are the harvest season county and harvest season WMA reports.

Minimally, the following data is in the yearly season hunt table for deer and turkey. It must be loaded each year on or before September 1st.

A. Harvest year
B. Harvest type
C. Begin date
D. End date
E. County code F. WMA code
G. Gun (y/n)
H. Muzzleloader (y/n)
I. Bow/crossbow (y/n)
J. Animal type (bearded, beardless, antlered, anterless)
K. Daily maximum (bag limit)
L. Juvenile (y/n)
M. Quota

7. Contractor must load records into the historical harvest table. These records will be provided by the State to the Contractor.

8. Contractor must duplicate reports outlined in Attachment Y.4., above for historical internet/mobile Harvest Reports/queries.

9. Contractor must provide a “Hunter’s Toolbox” website to assist the State in marketing the benefits of hunting and catering to the information uniquely desired by our hunters, both residents and non-resident. The design theme of the website must match the design theme of the TWRA home page. The general design and all links must be approved by the State prior to implementation. The Hunter’s Toolbox, at a minimum, will provide the following on a public website:

    A. Query of priority points of TWRA customer, for all quota hunts with priority points, regardless if the customer’s application for a quota hunt permit is in progress or yet to begin.

    B. Query of status of quota hunt applications in progress.

    C. Query of harvests and all associated harvest data reported.

    D. Query of status of quota hunt permit availability (i.e., leftovers).

    E. Links of particular use to hunters, for example: check station locations and directions, purchase online license, harvest reports and download the current hunting guide.

10. Contractor must convert the big game/harvest file as described in Attachment AE.7 to create a new system table.

11. Contractor must convert the historical big game/harvest file as described in Attachment AE.8 to create a new system table.

Internet/Mobile harvest check-in is an additional method other than the physical location POS terminal and WEB POS harvest check-in as described in Attachment Y.

There are no “TWRA authorized user only” screens necessary for the internet/mobile harvest check-in method. The internet/mobile check-in method is strictly for public use.

The design of the online system must be approved by the State prior to implementation. Pertinent links, including but not limited to harvest reports website, check station locations, license sales website, and TWRA homepage will be included in the design. Minimally, the design requirements for the online system are as follows:

1. Update to host system must be available in real time and recorded in the same table as harvest collection as described in Attachment Y.

2. As a result of the internet/mobile method updating same harvest file used during POS and WEB POS, all internet/mobile harvest reports/queries, administrative harvest reports (web admin), and database administration specifications described in Attachment Y automatically apply.

3. The system must record process date and harvest year automatically.

4. At the end of the internet/mobile transaction, the system must give the customer a confirmation number. The confirmation number will be the unique transaction number. The confirmation number will be placed on the confirmation page. The confirmation page will also contain all pertinent information, including but not limited to customer name and address, species, weapon type, and biological data. A print option will allow customer to print the confirmation page. A “thank you” message must be provided at end of transaction.

5. There will be no void or reprint options. All transactions are final. Customer must call the State if they feel a mistake was made. A TWRA phone number must be made available on the website.

6. The data collected in this system is the same as outlined in Attachment Y.

Reelfoot waterfowl blinds are permanent registered blind sites assigned to designated individuals for annual waterfowl hunting. The blinds must be registered yearly from 2/18 through 7/31. Failure to annually register a permanent blind site will result in the termination of its status as a permanent registered blind. As a result, the registrant loses his/her designated duck blind assignment. The State will FTP a file that will include the license year, designated registrant TWRA ID number and their corresponding blind number to be loaded to the real system. This file will be uploaded on a yearly basis between January 1 and February 17 of the new license year.

1. Registrants may only register their designated blind. The registration process is fulfilled when the registrant purchases a Reelfoot waterfowl permit for their designated blind number. The permits may be purchased from any license agent but may not be purchased through the online license system or by phone sales. The permit registration process cannot include any other license/permit purchase with the exception of sign-on permits.

2. Verification process: the Contractor must cross-reference the current license year registrant file using the TWRA ID number, associated with the transaction, each time a Reelfoot waterfowl permit purchase is attempted. If the TWRA ID number is found in the file, the transaction should be approved, otherwise the transaction should be rejected.

3. A registrant may designate other individual (sign-ons), to use their permanent blind site during the annual season. The Contractor must provide prompts during the blind registration process to allow the registrant to purchase sign-on permit(s). Sign-ons can only be completed by the designated registrant.

4. Sign-on permits can also be purchased by the registrant after his blind has been registered, but only during the annual registration period, and will require the same verification process as the blind registration.

5. The Contractor must provide for registrant and sign-on permits displaying the following:

   A. The printed permit includes the customer and permit information as in other hunt/fish license types. See Attachment P.

   B. The printed permit will also include the blind number, signature line for the customer to sign, a print line for the customer's name, a notary signature line and any requested sign-on permits up to 99. Sign-ons may be designated during the registration process or at a later time. If no sign-ons are designated at the time of initial registration, there will be no designated sign-ons displayed on the permit.

   C. The permanent blind holder's name and TWRA ID.

   D. The sign-on permit license type number, signature line for the sign-on, print line for the sign-on name and signature line for the notary.

6. The Contractor will allow the registrant to purchase a replacement Reelfoot blind permit by applying the same verifying steps used in the initial registration process and verifying the customer has an active Reelfoot permit associated with his customer record.

7. The Contractor must create a Reelfoot report of the registered Reelfoot duck blinds and sign-on permits associated with the blind following the registration deadline. This report must be designed in a way that allows the State to process, in real time, the report as needed, by license year using an administrative screen.

8. The Contractor will provide querying data for the Reelfoot blind registration process in the replicated database.

A permit is required to possess a falcon. The sale and distribution of these permits is similar to the sale of other licenses and permits but processing differs substantially. In order to obtain these permits, one must pass a written examination attesting to their qualifications to possess and use falcons. After completing the written examination and meeting all the qualifications to possess and handle falcons, the requestor must complete an application provided by the State. Upon approval of the State, the applicant is issued a permit.

There are 3 classes of falconry permits: apprentice, falconry general and falconry master. Specific information must be recorded on the real system for the applicants. The information must be recorded and stored on the system and the replicated database. The functionality of collecting and storing the data is very similar to captive wildlife. Falconry permits do not require species. Processing must be in real time. The process and database design, including database fields, outlined in this Attachment must be included in the design document and be approved by the State.

This transaction is only completed in the TWRA central office in Nashville, TN. The module must be developed for a web-based administrative screen.

1. The customer record: the falconry customer record is exactly the same as the license customer record with the following exceptions:

   Additional information must be recorded to describe the business or individual possessing falcons and requesting the permit.

   A. Name
      1. First Name
      2. Middle Name
      3. Last Name
      4. Suffix (Jr, Sr, II, III)
   B. Business name

   C. Business address, city, state and zip

   D. Location of the facility (used for special direction only)

   E. Privilege type

   F. County

   G. Agent ID

   H. Customer ID

   I. Effective date

   J. Expiration date (fiscal year expiration)

2. The Contractor must download purchase data for fulfillment on a schedule to be set by the State, to include all of the above data and required customer record data.

3. The Contractor must provide for permit expirations that do not correspond to the normal license year. Falconry permits cover a 3 fiscal year period. The Contractor must make provision for a variable license/permit period.

4. The Contractor must provide for a monthly administrative online report (with print and export capabilities) that lists the data referred to in Attachment AB.1 above. This report must be in order of permit purchaser's name.

BOND NO. #

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that We,

Contractor name
Contractor address
Contractor telephone

(hereinafter called the "Principal"), whose principal business address and telephone number is as stated above; and

Surety name
Surety address
Surety telephone

(hereinafter called the "Surety"), whose principal address and telephone number is as stated above, a surety insurer chartered and existing under the laws of the State of state name and authorized to do business in the State of Tennessee;

are held and firmly bound unto the State of Tennessee Department of General Services Central Procurement Office ("State"), whose principal address is 312 Rosa L. Parks Avenue, 3rd Floor, Nashville, TN 37243, and whose principal telephone number is 615-741-1035 in the penal sum of Two million five hundred thousand dollars ($ 2,500,000.00) for payment of which we bond ourselves, our heirs, our personal representatives, our successors and our assignees, jointly and severally.

WHEREAS, Principal has entered into a contract with State for Request for Qualifications for a Remote Easy Access License System (REAL) (Solicitation No. 32801-00662) (the "Contract") in accordance with the scope of services and deliverables (the "Scope") set forth in Section A of the Contract.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the Contract at the times and in the manner prescribed in the Contract; and

2. Pays State any and all losses, damages, costs and attorneys' fees, including appellate proceedings, that State sustains because of any default by Principal under the Contract, including, but not limited to, all delay damages, whether liquidated or actual, incurred by State; and

3. Performs, to the satisfaction of State the Scope under the Contract for the time specified in the Contract;

then this bond is void; otherwise it remains in full force.

The Surety, for value received, hereby stipulates and agrees that no changes, extensions of time, alterations or additions to the terms of the Contract or other work to be performed hereunder, or the specifications referred to in the Contract shall in anyway affect its obligation under this bond. The Surety waives notice of any such changes, extensions of time, alterations or additions to the terms of the Contract or to the Scope.

It is expressly understood the time provision under Tenn. Code Ann. § 12-3-502 shall apply to this bond. Bond must be received within fourteen (14) calendar days of receipt of request by the State or a Delegated State Agency.

By execution of this bond, the Surety acknowledges that it has read the Surety qualifications and obligations imposed by the Contract and hereby satisfies those conditions.

IN WITNESS WHEREOF, the above bounded parties have executed this instrument this __ day of _____, 20__, the name of each party being affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

Signed, sealed and delivered
In the presence of: PRINCIPAL:

Contractor name

By:_____
(Contractor's authorized signatory)

_____
(Printed name and title)

STATE OF TENNESSEE
COUNTY OF _____
On this _____ day of _____, 20 _____, before me personally appeared _____, to me known to be the person (or persons) described in and who executed the foregoing instrument, and acknowledged that such person (or persons) executed the same as such person (or person's) free act and deed.

_____
Notary Public
Printed Name: _____
Commission Expires:
_____

Signed, sealed and delivered
In the presence of: SURETY:

Surety name

By:_____
(Surety's authorized signatory)

_____
(Printed name and title)

STATE OF TENNESSEE
COUNTY OF _____
On this _____ day of _____, 20 _____, before me personally appeared _____, to me known to be the person (or persons) described in and who executed the foregoing instrument, and acknowledged that such person (or persons) executed the same as such person (or person's) free act and deed.

_____
Notary Public
Printed Name: _____
Commission Expires:
_____

Change Control must have at minimum the information listed below but not specifically in this format.

Change Order		
Change Request No:	Priority (1-5):	
Subject:		
Date:	Requested by:	
Date Required:	Request Type (check one): ☐ Problem ☐ Modification	
Requests Affects (check all that apply): ☐ POS Terminal ☐ WEB POS ☐ Internet/Mobile ☐ Administrative ☐ Telephone		
Description:		
Impact Overall System:		
Cost Estimate:		
* Hours Required:	Cost Per Hour:	Total:
Start Date:	Completion Date:	
Agency Acceptance: _____ (print) _____ (signature)		

At a minimum, the conversion of the following files will be required. They are all, currently, automated. They will be utilized by the Contractor to build an initial sportsman database, which can be used for validation from the point of sale to verify residency and for identifying personal information. See Attachment AI.56. The State will provide the information for each file.

1. Boat Registration file
2. Customer file
3. Tennessee Driver's License file
4. Agent Information file.
5. Hunter's Education file
6. Boating Education file
7. Big Game/Harvest
8. Historical Big Game Harvest
9. Quota Hunt Priority History
10. Yearly Season Hunt table

A. Development Environment

Source code editor

Compiler and/or interpreter

Build automation tools

Debugger

Version control

B. Test environment

Unit Test	Unit testing is performed on each module/program. Individual sets of test data and test plans will be created by the Contractor to completely test internal conditions of the module/program. Successful unit testing occurs when the module's test plan is completed without failure. The test plan will reflect both positive and negative aspects of each option or condition within the module code.
Integration Test	Integration testing is performed on each sequence of related or dependent modules. Any sequence of modules that will be run concurrently or consecutively (module called subroutines or additional modules) to produce an output or a result will require integration testing. Full sets of test data and test plans, which will completely test any conditions within the sequence, will be produced by the Contractor.
Regression Test	Regression testing is performed on each module/program to check that a program has not "regressed", that is, that previous capabilities have not been compromised by introducing new ones. Regression testing is used to identify any defects were inadvertently introduced since the previous test. Full sets of test data and test plans, which will completely test any conditions within the sequence, will be produced by the Contractor.
System Test	System testing is performed by the Contractor at a system level and will test the limits of the system and will simulate a production environment at peak times. The system test will determine when the application conforms to acceptable response and hardware load constraints. The system test will determine the accurateness of all system processing and will verify system outputs. The Contractor will produce full sets of test data and test plans, which will completely test and verify the system requirements. Specific components of the system test also includes:

- Stress Testing – Stress testing is designed to break the solution by overwhelming it or by depriving it of resources. The objective is to make sure that the system is recoverable – that it fails and successfully recovers.

- Volume Testing – Volume testing includes testing the solution by introducing constantly increasing to load in an attempt to expose weaknesses that do not surface in routine testing. Examples include memory management bugs, memory leaks, buffer overflows, or processor saturation.

- Interface Testing – Interface testing includes ensuring that the system interfaces with external systems to exchange data as required in the design specifications.

- Security Testing – Security testing includes scanning the system for security vulnerabilities both network and application level.

User Acceptance Test	User Acceptance testing will occur after approval has been given for all unit, integration, and system testing. Acceptance testing will be performed by the State staff and will determine the accurateness and completeness of the system requirements.

C. Production environment

The production environment must be separate from the development and test environment. Standard procedures for deployment must be developed and in place prior to implementation. Policies and procedures for version control must be developed and in place prior to implementation.

Tennessee Code Annotated
Title 47 – Commercial Instruments and Transactions
Chapter 18 – Consumer Protection
Part 21 – Identity Theft

47-18-2107. Release of Personal Consumer Information. ----

(a) as used in this Section, unless the context otherwise requires:

(1) "Breach of the security of the system" means unauthorized acquisition of unencrypted computerized data that materially compromises the security, confidentiality, or integrity of personal information maintained by the information holder. Good faith acquisition of personal information by an employee or agent of the information holder for the purposes of the information holder is not a breach of the security of the system; provided, that the personal information is not used or subject to further unauthorized disclosure:

(2) "Information holder" means any person or business that conducts business in this State, or any Agency of the State of Tennessee or any of its political subdivisions, that owns or licenses computerized data that includes personal information; and

(3) (a) "Personal information" means an individual's first name or first initial and last name, in combination with any one (1) or more of the following data elements, when either the name or the data elements are not encrypted:

(i) Social Security Number;

(ii) Driver's License Number; or

(iii) Account Number, credit or debit card number, in combination with any required security code, access code, or password that would permit access to any individual's financial account; and

(b) "Personal information" does not include publicly available information that is lawfully made available to the general public from federal, state, or local government records.

(b) Any information holder shall disclose any breach of the security of the system, following discovery or notification of the breach in the security of the data, to any resident of Tennessee whose unencrypted personal information was, or is reasonably believed to have been, acquired by an unauthorized person. The disclosure shall be made in the most expedient time possible and without unreasonable delay, consistent with the legitimate needs of law enforcement, as provided in subsection (d), or any measures necessary to determine the scope of the breach and restore the reasonable integrity of the data system.

(c) Any information holder that maintains computerized data that includes personal information that the information holder does not own shall notify the owner or licensee of the information of any breach of the security of the data immediately following discovery, if the personal information was, or is reasonably believed to have been, acquired by an unauthorized person.

(d) The notification required by this Section may be delayed, if a law enforcement agency determines that the notification will impede a criminal investigation. The notification required by this Section shall be made after the laws enforcement agency determines that it will not compromise the investigation.

(e) For purposes of this Section, notice may be provided by one (1) of the following methods:
(1) Written notice;

(2) Electronic notice, if the notice provided is consistent with the provisions regarding electronic records and signatures set forth in 15 U.S.C. § 7001: or

(3) Substitute notice, if the information holder demonstrates that the cost of providing notice would exceed two hundred fifty thousand dollars ($250,000), or that the affected class of subject persons to be notified exceeds five hundred thousand ($500,000), or the information holder does not have sufficient contact information. Substitute notice shall consist of all the following:
(a) E-mail notice, when the information holder has an e-mail address for the subject person;

(b) Conspicuous posting of the notice on the information holder's internet website page, if the information holder maintains such website page; and

(c) Notification to major statewide media.

(f) Notwithstanding subsection (e), an information holder that maintains its own notification procedures as part of an information security policy for the treatment of personal information, and is otherwise consistent with the timing requirements of this Section, shall be deemed to be in compliance with the notification requirements of this Section, if it notifies subject persons in accordance with its policies in the event of a breach of security of the system.

(g) In the event that a person discovers circumstances requiring notification pursuant to this Section of more than one thousand (1,000) persons at one time, the person shall also notify, without unreasonable delay, all consumer reporting agencies and credit bureaus that compile and maintain files on consumers on a nationwide basis, as defined by 15 U.S.C. § 1681a, of the timing, distribution and content of the notices.

(h) Any customer of an information holder who is a person or business entity, but who is not an agency of the State or any political subdivision of the State, and who is injured by a violation of this Section, may institute a civil action to recover damages and to enjoin the person or business entity from further action in violation of this Section. The rights and remedies available under this Section are cumulative to each other and to any other rights and remedies available under law.

(i) This section shall not apply to any person who is subject to Title V of the Gramm-Leach-Bliley Act of 1999, Pub. L. No. 106-102.
[Acts 2005, ch. 473, § 1.]

PERFORMANCE GUARANTEES AND LIQUIDATED DAMAGES

To effectively manage contractual performance, the State has established performance guarantees to evaluate the Contractor's obligations with respect to the Contract. The Contractor is expected to perform according to a certain level of standards. If these standards are not met, the State is entitled to impose liquidated damage assessments. The list of Performance Guarantees and associated Liquidated Damages are included in this Attachment.

1. **Performance Reporting:** The Contractor shall develop a Performance Report Card as a means to measure compliance on a quarterly basis. The Contractor shall provide the quarterly performance report card in a manner acceptable to the State, on or before the 20th day of the month following the reporting quarter. Supporting documentation used to calculate the performance guarantees shall be provided with the Performance Report Card. The Performance Report Card shall include cumulative data over the life of the contract.

2. **Payment of Liquidated Damages:** It is agreed by the State and the Contractor that any liquidated damages assessed by the State shall be due and payable to the State within forty-five (45) calendar days after Contractor receipt of the Invoice containing an assessment of liquidated damages. If payment is not made by the due date, said liquidated damages may be withheld from future payments by the State without further notice.

3. **Maximum Assessment:** The maximum amount of Liquidated Damages payable over any twelve (12) month period shall not exceed twenty percent (20%) of the annual fixed price billings. In the event that a single occurrence subjects the Contractor to Liquidated Damages in multiple subsections of this provision, the State is entitled to assess a single Liquidated Damage selected at the discretion of the State.

4. **Waiver of Liquidated Damages:** The State, in its sole discretion, may elect not to assess Liquidated Damages against the Contractor in certain instances, including but not limited to the following:
    a. Where the State determines that only inconsequential damage has occurred, unless the deficiency is part of a recurring or frequent pattern of deficiency, with regard to one (1) or more Contract deliverables or requirements
    b. For performance measures that are resolved based on the Contractor's corrective action plan
    c. If the failure is not due to Contractor fault (i.e. caused by factors beyond the reasonable control and without any material error or negligence of the Contractor, its staff or subcontractors)
    d. Where no damage or injury has been sustained by the State or its members
    e. Where the failure does not result in increased Contract management time or expense
    f. Where the failure results from the State's failure to perform
    g. For other reasons at the State's sole discretion

5. **Performance Guarantees:** In the event that the Contractor has failed to meet a performance guarantee that is set out in the Contract, but for which the Liquidated Damage standards are not spelled out in this Attachment, the State may assess

liquidated damages at the rate of five hundred dollars ($500.00) per business day until the guarantee has been met.

a. The Contractor shall pay to the State the indicated total dollar assessment upon notification by the State that an amount is due, through the term of this Contract.

b. Performance guarantees shall be measured specific to the Contractor's performance under this contract. If prior approved by the State in writing, they may be measured on the Contractor's book of business.

The Contractor acknowledges that if an event occurs that entitles the State to assess liquidated damages or pursue recovery of actual damages, the State may either assess liquidated damages or pursue recovery of actual damages, but not both.

The Contractor and the State agree that the State may withhold accrued liquidated damages from per-privilege or other fee owing Contractor.

The Contractor and the State agree that for the following occurrences that the Stated liquidated damages are reasonable and justified:

6. The Contractor shall provide a project implementation plan, as required in Contract Attachment A, to the State no later than thirty (30) days after contract start date, which includes all tasks with deliverable dates and a staffing plan. Damages shall be one thousand dollars ($1,000) for each day beyond the deadline that the plan is not provided to the State with a $20,000 maximum. Contractor shall then meet all deadlines outlined in the implementation plan. Further damages may be assessed at one thousand dollars ($1,000) for each day beyond the deadline unless prior approval is received by the State.

7. Failure to deliver a fully operational, tested, and approved R.E.A.L. System as provided by this contract by the system implementation due date, unless agreed in writing in advance by the State, may, at the discretion of the State, result in liquidated damages of $10,000 per day for the first 30 days and $20,000 per day thereafter being assessed until delivery of a fully operational, tested, and approved R.E.A.L. System as provided by this contract occurs. See Attachment AI.19 for definition of Day. See Attachment AJ, Implementation Schedule.

8. The Contractor shall provide a training plan, as required in Contract Attachment A, to the State no later than thirty (30) days before the Go-Live date, which includes meeting training and documentation requirements for both the agent users and the State staff. Damages shall be one thousand dollars ($1,000) for each day beyond the deadline that the plan is not provided to the State with a $20,000 maximum.

9. Removal of key staff from the Contractor's project team at any time from the contract start date to 60 days after the go live date without written approval of the State may result in liquidated damages to the Contractor of $20,000.00 for each occurrence. See Attachment B.1.C, Project Management. See also, Attachment B.4.A.

10. The Contractor will design the system to ensure that the application and all associated components will be available 99.5% of the time measured on a monthly basis.

Contractor will count all noncustomer-initiated downtime events as outages, no matter how the downtime occurs. This means that any scheduled, announced, planned, unplanned or malicious events all count against documented SLAs. Contractor will define downtime when the service is unavailable or degraded. Scheduled maintenance downtime with appropriate notification is not subject to inclusion for calculation of penalties. Contractor shall not have more than 30 minutes of scheduled maintenance per month and must provide at least three business days of notice. Damages may be twenty thousand dollars ($20,000) for each month the standard is not met. See Attachment E.4.E, System General Requirements. See also, Attachment E.9.D.

11. The Contractor must provide services for all R.E.A.L. equipment from a remote location. Including activation of new agents and de-activation of R.E.A.L. equipment for closed agents, upon notification by the State. The Contractor must contact the agent within 24 hours of delivery of agent equipment to insure connectivity, that application software is functioning, and to provide training to the agent. Damages may be one thousand dollars ($1,000) for every additional day. See Contract Attachment G.10.

12. In the event of loss of personal information or identity theft (see Attachment AG) under the custody of the Contractor, liquidated damages may be assessed for the cost of identity theft insurance for one year for each person whose data was compromised. Identity theft insurance will provide full reimbursement to the State privilege holders for the cost of restoring their identity, monitoring, and repairing credit reports. This provision shall be limited to damage caused by the loss of personal information in the custody of the Contractor and restoration of credit reports to the extent of damage caused by this loss. See Attachment G.12.C.4, System Operation and Standards.

13. In the event of identity theft involving data under the custody of the Contractor, liquidated damages may be assessed for any and all costs incurred by the State as a result of such theft. Costs may include but not be limited to legal costs. See Attachment G.12.C.4, System Operation and Standards.

14. Liquidated damages for abandoned calls, for either agent or customer help desk, may be assessed at the rate of $1,500.00 for any calendar day for which the abandoned call rate is 7 % or greater. Abandoned calls for this assessment will be considered as only those calls abandoned after 30 seconds of queue time. See Attachment AI.2. See Attachments G.11.D.-Systems Operation and Standards and Attachment L.2.C, Agent Management, Support, & Help Desk.

15. In the event change orders are not implemented by the established implementation date, liquidated damages may be assessed at the rate of $2,500.00 per day beyond the established implementation date. See Attachment B.4.J., Project Management.

16. In the event the Contractor fails to correct critical functional deficiencies within 24 hours or non-critical functional deficiencies within 5 business days after documented notification from the State, liquidated damages may be assessed at the rate of $2,500.00 per day for critical functions or $1,250.00 per day for non-critical functions until the deficiencies have been corrected. See Attachment A.7, Attachment B.4.F, and Attachment B.4.I., Project Management.

17. In the event the Contractor fails, for any reason, to accomplish an ACH sweep according to the established schedule, liquidated damages may be assessed in the amount of

$5,000.00 per day until the ACH has been accomplished. See Attachment K.1-6, ACH Processing.

18. Liquidated damages for average daily queue wait time, for either agent help desk or customer telephone sales, may be assessed at the rate of $5,000.00 for any day for which the average daily queue wait time is 60 seconds or greater. See Attachment L.2.C, Agent Management, Support, & Help Desk.

19. The Contractor shall distribute to the State all reports required this contract on templates prior approved by the State, within the time frame specified in the Contract. One thousand dollars ($1,000) for each report not delivered to the State within the time frame specified in the contract.

20. The Contractor shall report any security incident to the appropriate State identified contact immediately. If the Contractor has actual knowledge of a confirmed data breach that affects the security of any State content that is subject to applicable data breach notification law, the Contractor shall
    1. Promptly notify the appropriate State identified contact within 24 hours or sooner, unless shorter time is required by applicable law,
    2. Take commercially reasonable measures to report perceived security incidents to address the data breach in a timely manner
    3. Cooperate with the State as reasonably requested by the State to investigate and resolve the data breach,
    4. Promptly implement necessary remedial measures, if necessary, and
    5. Document responsive actions taken related to the data breach, including any post-incident review of events and actions taken to make changes in business practices in providing the services, if necessary.

    Damages may be assessed up to $100,000 per day of data breach.

1.	Abandoned Call	Any incoming call to a real help desk in which a caller disconnects the call, for any reason, when in the wait queue.
2.	Abandoned Call Rate	The number of abandoned calls divided by the total number of incoming calls for a calendar day.
3.	Ad Hoc Inquiries	A custom request to retrieve very specific information from the replicated database when needed. Queries are made by State staff. The user can print and export.
4.	Administrative Screen Inquiries	Predefined queries programmed into the system and queried in real time. These screens are for TWRA offices only. This allows the user to view the R.E.A.L. Database for predefined types of information. The user can create, display, print and export.
5.	Administrative Screen Reports	These reports are for TWRA offices only. The user can query the R.E.A.L. database to create, display, print, or export predefined reports.
6.	Automated Clearing House (ACH)	A term given to the process of creating and transmitting the file for the transferring funds collected from the license sales and other privilege sales to the Tennessee State Treasury.
7.	Boat Registration	The method of registering a boat for use on the waterways of Tennessee. A record of all properly registered boats will be maintained in the R.E.A.L. database associated with the appropriate customer record. Those boats will have the proper decals affixed to the bow of the boat and have a valid certificate of registration on the vessel when operated. Fulfillment after the sale is completed by State staff.
8.	Boat Registration Renewal	The extension of the expiration date of a registration for a period of one, two, or three years, for a fee, by the same boat owner.
9.	Boat Registration Replacement	The issuance of replacement boat registration certificate and decals for a fee; usually requested when a registrant loses the certificate and decals.
10.	Calendar Year	January 1 – December 31

11.	Captive Wildlife License & Species Data Collection	A license is required to possess captive wildlife e.g. For a wildlife preserve designated for hunting. The process of licensing differs substantially from the sale of other licenses. A license may be issued to allow the possession of any number of species. The species type must be captured and recorded on the database at the time of the processing of the license. This type license will not be processed at a point of sale station. Rather, it will be processed on an administrative screen by State staff.
12.	Certification	A written sign-off certifying the completion of an objective, schedule, or phase.
13.	Change control order	This term refers to any programming requested by the State that is a variance from the system functions described in this document, unless the variance is specifically agreed to in negotiation between the vendor and the State. For example, the State might request programming to add a new function to the R.E.A.L. System.
14.	Check station	The State utilizes a network of locations throughout the State to record information associated with game harvested by license holders. There are currently 363 sites which are combination check station and license agent.
15.	Commercial fishing receipt data collection	The entire workflow, all electronic processing, communications, and documentation associated with the sale of fish by commercial fishermen to fish dealers, including the printing of the receipt.
16.	Customer identifying information	Name, address, gender, height, weight, eye color, hair color, driver's license number, social security number, revocation status, business status, county of residence, and email address.
17.	Customer number	The R.E.A.L. System will assign a unique identification number to each license buyer, boat registrant, or other privilege buyer when they first purchase a license or register a boat. This unique number will be used to facilitate the computer search to retrieve the record for future purchases or for administrative functions. This number may also be referred to as TWRA ID or Customer ID.

18.	Database inquiry	The initiation (request) and all data retrieval, electronic processing, communications, and displays associated with a single inquiry and response, whether the request is for a sales summary, customer inquiry or any other access to the database for the purpose of retrieving data from the system.
19.	Day	00:00:01 – 24:00:00 on a given date.
20.	Duplicate boat registration	A term commonly used for the issuance of an additional boat registration certificate usually requested when there are multiple owners of one boat.
21.	Fiscal year	July 1 – June 30.
22.	Harvest Log	The Big Game Harvest Confirmation document where the hunter manually records the following big game harvest data: Date, Species, Sex, Antler Points, and Harvest Confirmation Number.
23.	Harvest log data collection & update	The entire workflow, all electronic processing, communications, and documentation associated with the collection of harvest information on big game, which would include information on the hunter and on the harvested animal. Big Game includes deer, bear, turkey, and sandhill crane.
24.	Help line/Help desk	A telephone service to provide assistance with R.E.A.L. System sales or equipment problems.
25.	HIP data	Data collected for the federal Harvest Information Program. Includes information on whether the license buyer hunted migratory waterfowl and the number harvested by waterfowl type.
26.	Host system	All references to host system refer to the Contractors primary system used to operate the R.E.A.L. system. The system will be completely outsourced to the Contractor.
27.	Hunter education data collection	Batch update of students, which creates or updates customer record with pass/fail status. This will allow the inclusion of the hunter education certification date on licenses sold and allow the replacement of hunter education cards within the system. The fulfillment of these cards will be done by the State.

28.	Internet/mobile fulfillment (public)	The Executive Director of the TWRA has a legislative prerogative to select a Contractor for internet/mobile fulfillment through the State bid process. The Contractor will be designated as a license agent for this portion of the contract. Tennessee State law allows for the cost of this service to be borne by the purchaser of privileges. The process for the sale of hunting and fishing licenses, their fulfillment, and the registration of boats on an internet website: equipment for the sale of license and the processing of boat registration; all Contractor personnel; the application analysis, design, and implementation; the communications network; the host platform and peripherals; creation and maintenance of the R.E.A.L. System; and the license stock and material; postage; and ACH processes. The internet/mobile transaction does not include activities associated with the license/boating registration transaction; any inquiries or report completed by State staff; or the change control order activity.
29.	Internet/mobile sale (public)	All public access to online sales of sport hunting and fishing licenses. The user does not have the use of a license printer. The entire workflow, all electronic sales processing, communications, documentation, production and mailing of all licenses materials associated with any sales transaction completed via the internet/mobile. Production and mailing does not apply to boat registration certificates, trip license schedule to begin within 7 days of purchase, and other privileges fulfilled on special forms by the State.
30.	License agent	The State utilizes a network of merchants throughout the State to sell sport hunting and fishing licenses and permits. These merchants can be grouped as large, medium, or small agents based on their volume of annual sales.
31.	License agent fee	The term used when referring to the amount of money that the contracted seller is paid for the service to the State of issuing a hunting/fishing license or boat renewal. This fee is added to the cost of the license and is paid by the purchaser. The license agent retains this fee. The amount received for the license/renewal is retained by the State. The license agent fee do not apply to processes associated with Internet/mobile sales (see Attachment AI.29) such activity is charged as provided for those activities.
32.	License Year	March 1 – last day of February, New Year license sales begin on February 18.

33.	Magazine subscription	The entire workflow, all electronic processing, communications, and documentation associated with the sale of the Tennessee wildlife magazine. Magazines subscriptions are gratis for sportsman and lifetime sportsman license holders who receive the magazine for the period of time they hold the license. Subscriptions are for one, two, or three years. For paying magazine subscribers, the subscription period is calculated from date of purchase for one, two, or three years. Paying customers accumulated subscription period cannot exceed three years. Renewal subscription periods are calculated from the current expiration date forward.
34.	Migratory bird permit	A permit issued to a person purchasing a hunting license that allows the harvesting of a migratory bird as part of the harvest information program. This permit is issued only when the hunter has indicated that he/she plans to hunt migratory birds this season and has completed the required survey of the previous year's hunting activity.
35.	Mussel receipt data collection & update	The entire workflow, all electronic processing, communications, and documentation associated with the collection of the harvest of mussels.
36.	Non-fulfilled privileges	Any license/permit sold by the Contractor which is not available to be printed and mailed. Some examples are: 1) all boat registration certification cards and decals 2) all boat registration renewal certification cards and decals 3) trip licenses used within 7 days of purchase 4) boater education exam permit and card 5) hunter education card 6) senior citizens licenses
37.	Original boat registration	Registering a boat for the first time with the State of Tennessee or when no record of a previous registration is found. A record of the boat is created in the system and associated with the customer record of the registrant.
38.	Outsourced system	A system being operated from the Contractor's off-site location and being separate from the State's technical environment except through interface for reports, inquiry, and data transfer.
39.	Payment methodology: Work pursuant to Change Order MOU approved in accordance	This term refers to any programming requested by the State that is a variance from the system functions described in this document. For example, the State might request programming to add a new function to the R.E.A.L. System.

	with Contract Section A.6	Any changes requested by the State will be charged using this change/enhancement unit rate.
40.	Payment methodology: Internet/mobile transaction, non-filled privileges	An amount to be charged for purchases made in one internet/mobile session. Customers are responsible for the license agent fee at the completion of the internet session. Boat registrations and other non-fulfilled types (see Attachment AI.36) will be sold by the Contractor but fulfilled by the State.
41.	Payment methodology: One completed internet/mobile fulfillment transaction – license	The term used when referring to the amount of money that the contracted seller is paid for the service to the State of the sale of licenses and other fulfilled privileges. This is the amount to be charged for purchases made in one internet session. This fee is paid by the customer.
42.	Payment methodology: One completed harvest collection transaction	The term used when referring to the amount of money that the contracted seller is paid for the service to the State for processing harvest collection transactions using POS equipment or WEB POS. This is the amount to be charged for one transaction.
43.	Payment methodology: One completed harvest collection transaction (internet/mobile)	The term used when referring to the amount of money that the contracted seller is paid for the service to the State for processing harvest collection transactions using the-internet/mobile. This is the amount to be charged for one transaction.
44.	Payment methodology: One completed internet/mobile quota hunt application transaction for annual and lifetime sportsman license holders	In statute, the sportsman's license includes all fees. Therefore, the applicant who applies for a quota hunt shall not be charged by the Contractor. There are no credit card charges and no fulfillment process associated with this type sale. The State will bear the fees of any associated cost resulting from a sportsman license holder's application for a quota hunt.
45.	Payment methodology: One completed internet/mobile quota hunt application transaction for non-sportsman license holders	This term represents the cost paid by the non-sportsman license holder to the Contractor for the internet quota hunt application process. There is no fulfillment involved in the process.
46.	Payment methodology: One completed point of	This term represents a composite rate that includes the following privileges: hunting and fishing licenses, registration

	sale privilege transaction	of boats, and other privileges sold at the license agent site using POS terminal equipment. The composite fee also includes the purchase and maintenance of the POS terminals provided by the Contractor; all Contractor personnel costs; the help desk center staff and operating costs; all costs associated with the application analysis, design, and operating costs; all State staff and license agent training; the communications network and associated fees; all associated costs for the host platform and peripherals; creation and maintenance of the R.E.A.L. System; ACH charges; and the license stock and material. The composite fee does not include any of the following payment methodologies: any of the administrative screen transactions: any harvest collection transactions; any of the ~~public~~ internet/mobile transactions; any batched record updates; additional point of sale equipment fee or additional printer fee; and the change request fee.
47.	Personal information	Per TCA 47-18-2107, (a) “Personal information” means an individual’s first name or first initial and last name, in combination with any one (1) or more of the following data elements, when either the name or the data elements are not encrypted: (i) Social Security Number; (ii) Driver License Number; or (iii) Account Number, credit or debit card number, in combination with any required security code, access code, or password that would permit access to an individual’s financial account; and (b) “Personal information” does not include publicly available information that is lawfully made available to the general public from federal, state, or local government records. See Attachment AG.
48.	Point of Sale	Point of sale is the sale of all privileges at a retail establishment sold using Contractor provided equipment.
49.	Point of sale transaction	The State defines point of sale transaction as the entire workflow, all (sales) electronic processing, communications and documentation associated with a single customer each time he/she visits a license agent for the purpose of purchasing one license, one permit, check in one big game harvest, one boat renewal, or any other point of sale issued privilege. For example, if a customer purchases an annual combination hunting/fishing license, a waterfowl supplement, and a big game supplement, and a boat renewal in one visit to an R.E.A.L. Agent, this would total 4 point of sale transactions. The State expects all of these approvals to be listed on a

		single license document but each permit, license, or registration is considered one point of sale transaction.
50.	R.E.A.L. Database	Remote easy access license system database - a collection of names, addresses, customer identifying information, and their license purchasing history of Tennessee sportsmen who have purchased hunting/fishing licenses, registered their boats, or any other privileges.
51.	R.E.A.L. System	An acronym meaning Remote Easy Access License System and used in reference to the license issuance system, automation initiative, and/or the issuance system itself, i.e., point of sale.
52.	Replacement license	License re-issuance due to change of identifying information or to replace a lost license.
53.	Secure server	Refers to a server supporting any of the major security protocols such as SSL, PCT, SHTTP, IPSEC. These security protocols encrypt and decrypt messages or transaction to secure them from third party tampering. For the purpose of this document, a reference to secure server is a reference to the Contractor's secure server.
54.	Stored reports	Batch reports created daily, weekly, monthly, or yearly to be viewed at any time. The user can print and export.
55.	System file	Files necessary for the R.E.A.L. System to provide the specified functionality. i.e., Driver's license file, hunt tables.
56.	System reports	Statistical summaries that report the response, availability, and the online/offline activity of the R.E.A.L. System.
57.	Transfer boat registration	Method of changing the registration of a boat from one person to another, changing the expiration date to a period of 1, 2, or 3 years from the date of registration, and issuing a new decal and certificate.
58.	USFWS	United States Fish and Wildlife Service
59.	WEB Point of Sale (WEB POS)	WEB POS refers to a specific point of sale equipment configuration using the internet as a means of communication to sell privileges. The configuration consists of a personal computer and a printer. Neither the State nor the Contractor provides the PC or printer.

60.	Payment methodology: One completed WEB POS privilege transaction	This term represents a composite rate that includes the following privileges: hunting and fishing licenses, registration of boats, and other privileges sold at the license agent site using WEB POS. all Contractor personnel costs; the help desk center staff and operating costs; all costs associated with the application analysis, design, and operating costs; all State staff and license agent training; the communications network and associated fees; all associated costs for the host platform and peripherals; creation and maintenance of the R.E.A.L. System; ACH charges; The composite fee does not include any of the following payment methodologies: any of the administrative screen transactions: any harvest collection transactions; any of the public internet transactions; any batched record updates; additional point of sale equipment fee or additional printer fee; and the change request fee.
61.	Fulfillment	This term represents anytime the Contractor or the State delivers a physical license to the customer via U.S. Postal Service.

The Contractor will submit an Implementation Plan that will be approved by the State.

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

Contractor must plan and implement a Pilot Project with the following minimum requirements:

1. Contractor must submit Pilot Project plan six months prior to full system implementation.

2. Contractor's plans must have written State approval prior to implementation.

3. Contractor must implement Pilot Project three months prior to full system implementation.

4. Contractor must include all modules and equipment of the R.E.A.L. System in the Pilot Project.

5. Contractor is responsible for all modules and equipment operating as specified and that any corrections are implemented before full system implementation.

6. Contractor must include all platforms Pilot Project. The participating agents will be selected by the State.

7. Contractor must upload, weekly, all privilege data collected during the Pilot Project phase to the current Contractor. This will be necessary to ensure a fully integrated R.E.A.L. System database at full system implementation date.

Project Approach
Proposers must provide a narrative to describe their solution to the project approach using the guidelines presented by the State in Attachment A, starting with Attachment A beginning paragraph and Attachment A.1 through Attachment A.7. You may duplicate Appendix 1 as many times as needed to complete the description.

Project Management
Proposers must provide a narrative to describe their solution to the project management using the guidelines presented by the State in Attachment B, starting with Attachment B beginning paragraph and Attachment B.1 through Attachment B.4. You may duplicate Appendix 2 as many times as needed to complete the description.

General Responsibilities
Proposers must provide a narrative to describe their solution to the general responsibilities using the guidelines presented by the State in Attachment C, starting with Attachment C beginning paragraph and Attachment C.1 through Attachment C.2. You may duplicate Appendix 3 as many times as needed to complete the description.

Software Development

Proposers must provide a narrative to describe their proposed software development using the guidelines presented by the State in Attachment D, starting with Attachment D beginning paragraph and Attachment D.1 through Attachment D.2. You may duplicate this form, Appendix 4, as many times as needed to complete the description. In response to this Section, the proposer must clearly indicate its intent and whether or not it is proposing an existing software application as a part of its solution. A proposal to use an existing software package must be made with the understanding that the eventual Contractor is responsible for providing any customizations to that software and any training necessitated by that customization. The State has no preference as to which method the proposer uses to meet the requirements. Wherever this RFP describes software development, it is to be understood that the proposer may instead customize an existing software package. Selection of an existing software package will not alter the requirements or deliverables outlined in each phase of the project in this RFP.

If an existing software package is proposed, it must be with the understanding that the pricing information in the cost proposal includes both the costs of customizations to the software and any training necessitated by the customization. Regardless of the delivery strategy the proposer chooses, the proposer must include all costs associated with the development, customization, and/or modification of the R.E.A.L. System as a part of its cost proposal.

Product history

1. Provide the name and version of the package.
2. Provide the age of the package and a history of upgrades. Summarize the enhancements made or defects fixed for each release.
3. Provide the number of installations that are currently using the package. For each installation provide the version number of the package currently installed.
4. Provide references for two customers that are currently using the package in a production environment. Include customer name, current address, and telephone number of at least two contacts for each customer. These contacts must have been verified with fifteen (15) days prior to the proposal due date.
5. Describe the recommended installation procedure.
6. Identify the package's programming language(s) and version(s). Identify development tools used if licensing such tools is required to facilitate maintenance. Identify all volume limitations designed into the application.
7. Provide by whom and for what purpose the package was originally developed.
8. Provide a description and samples of documentation that will be supplied with the package. Product development plans If a software package is proposed, the proposer must describe its current plans for the package. Any plans, no matter how tentative, for replacing the software, for selling it to another company, or for terminating it as an active product of the company, must be described. Plans for enhancements to the package also must be described. For each enhancement the vendor must:
    1. Describe the enhancement.
    2. Describe the impact the enhancement will have on clients.
    3. Provide the scheduled date for the release.
    4. Reveal the current status of the release.

You may duplicate this form, Appendix 4, as many times as needed to complete the description.

Software Development

System General Requirements
Proposers must provide a narrative to describe their solution for system general requirements using the guidelines presented by the State in Attachment E, starting with Attachment E beginning paragraph and Attachment E.1 through Attachment E.13. You may duplicate Appendix 5 as many times as needed to complete the description.

System Specific Requirements
Proposers must provide a narrative to describe their solution for system specific requirements using the guidelines presented by the State in Attachment E, starting with Attachment F, starting with Attachment F beginning paragraph and Attachment F.3 through Attachment F.7. Use Appendix 30 to respond to Attachment F.1.A. Use Appendix 31 to respond to Attachment F.1.B. Use Appendix 32 to respond to Attachment F.1.C. Use Appendix 32 to respond to Attachment F.2.A and Attachment F.2.B You may duplicate Appendix 6 as many times as needed to complete the description.

System Operation and Standards
Proposers must provide a narrative to describe their solution for system operation and standards using the guidelines presented by the State in Attachment G, starting with Attachment G beginning paragraph and Attachment G.1 through Attachment G.12. You may duplicate Appendix 7 as many times as needed to complete the description

Internet/Mobile Fulfillment Centers for Privilege Sales
Proposers must provide a narrative to describe their solution for internet/mobile fulfillment centers for privilege sales using the guidelines presented by the State in Attachment H, starting with Attachment G beginning paragraph and through Attachment H.1. You may duplicate Appendix 8 as many times as needed to complete the description

Internet/Mobile Fulfillment Centers for Privilege Sales
Proposers must provide a narrative to describe their solution for inquiry functions using the guidelines presented by the State in Attachment I, starting with Attachment I beginning paragraph and Attachment I.1 through Attachment I.2. You may duplicate Appendix 9 as many times as needed to complete the description

Accounting/Sales Report Functions
Proposers must provide a narrative to describe their solution for accounting/sales report functions using the guidelines presented by the State in Attachment J, starting with Attachment J beginning paragraph and Attachment J.1 through Attachment J.4. You may duplicate Appendix 10 as many times as needed to complete the description

ACH Processing
Proposers must provide a narrative to describe their solution for ACH processing using the guidelines presented by the State in Attachment K, starting with Attachment K beginning paragraph and Attachment K.1 through Attachment K.8. You may duplicate Appendix 11 as many times as needed to complete the description

Agent Management Support & Help Desk
Proposers must provide a narrative to describe their solution for agent management support & help desk using the guidelines presented by the State in Attachment L, starting with Attachment L beginning paragraph and Attachment L.1 through Attachment L.2. You may duplicate Appendix 12 as many times as needed to complete the description

Collection and Creation of Agent Record
Proposers must provide a narrative to describe their solution for collection and creation of agent record using the guidelines presented by the State in Attachment M, starting with Attachment M beginning paragraph and Attachment M.1 through Attachment M.61. You may duplicate Appendix 13 as many times as needed to complete the description

Agent Training Requirements
Proposers must provide a narrative to describe their solution for agent training requirements using the guidelines presented by the State in Attachment N, starting with Attachment N beginning paragraph and Attachment N.1 through Attachment N.7. You may duplicate Appendix 14 as many times as needed to complete the description

Create and Maintain Customer Records
Proposers must provide a narrative to describe their solution for create and maintain customer records using the guidelines presented by the State in Attachment O, starting with Attachment O beginning paragraph and Attachment O.1 through Attachment O.15. You may duplicate Appendix 15 as many times as needed to complete the description

Sale and Distribution of Licenses, Permits, and All Other Privilege Types
Proposers must provide a narrative to describe their solution for sale and distribution of licenses, permits, and all other privilege types using the guidelines presented by the State in Attachment P, starting with Attachment P beginning paragraph and Attachment P.1 through Attachment P.5. You may duplicate Appendix 16 as many times as needed to complete the description

Boat Registration
Proposers must provide a narrative to describe their solution for boat registration using the guidelines presented by the State in Attachment Q, starting with Attachment Q beginning paragraph and Attachment Q.1 through Attachment Q.18. You may duplicate Appendix 17 as many times as needed to complete the description

TN Wildlife Magazine Subscriptions
Proposers must provide a narrative to describe their solution for TN Wildlife Magazine subscriptions using the guidelines presented by the State in Attachment R, starting with Attachment R beginning paragraph and Attachment R.1 through Attachment R.8. You may duplicate Appendix 18 as many times as needed to complete the description

Hunter Education
Proposers must provide a narrative to describe their solution for hunter education using the guidelines presented by the State in Attachment S, starting with Attachment S beginning paragraph and Attachment S.1 through Attachment S.3. You may duplicate Appendix 19 as many times as needed to complete the description

Collection of Mussel Harvest Data
Proposers must provide a narrative to describe their solution for collection of mussel harvest data using the guidelines presented by the State in Attachment T, starting with Attachment T beginning paragraph and Attachment T.1 through Attachment T.10. You may duplicate Appendix 20 as many times as needed to complete the description

Commercial Fishing Data Collection
Proposers must provide a narrative to describe their solution for commercial fishing data collection using the guidelines presented by the State in Attachment U, starting with Attachment U beginning paragraph and Attachment U.1 through Attachment U.10. You may duplicate Appendix 21 as many times as needed to complete the description

Sale of Captive Wildlife Possession Permits
Proposers must provide a narrative to describe their solution for sale of captive wildlife possession permits using the guidelines presented by the State in Attachment V, starting with Attachment V beginning paragraph and Attachment V.1 through Attachment V.7. You may duplicate Appendix 22 as many times as needed to complete the description

Boater Education
Proposers must provide a narrative to describe their solution for boating education using the guidelines presented by the State in Attachment W, starting with Attachment W beginning paragraph and Attachment W.1 through Attachment W.4. You may duplicate Appendix 23 as many times as needed to complete the description

Quota Hunts
Proposers must provide a narrative to describe their solution for quota hunts using the guidelines presented by the State in Attachment X, starting with Attachment X beginning paragraph and Attachment X.1 through Attachment X.15. You may duplicate Appendix 24 as many times as needed to complete the description

Big Game Harvest Data Collection
Proposers must provide a narrative to describe their solution for big game harvest data collection using the guidelines presented by the State in Attachment Y, starting with Attachment Y beginning paragraph and Attachment Y.1 through Attachment Y.11. You may duplicate Appendix 25 as many times as needed to complete the description

Big Game Harvest Data Collection – Internet/Mobile
Proposers must provide a narrative to describe their solution for big game harvest data collection – internet/mobile using the guidelines presented by the State in Attachment Z, starting with Attachment Z beginning paragraph and Attachment Z.1 through Attachment Z.6. You may duplicate Appendix 26 as many times as needed to complete the description

Reelfoot Waterfowl Blind Process
Proposers must provide a narrative to describe their solution for Reelfoot waterfowl blind process using the guidelines presented by the State in Attachment AA, starting with Attachment AA beginning paragraph and Attachment AA.1 through Attachment AA.8. You may duplicate Appendix 27 as many times as needed to complete the description

Sale of Falconry Permits
Proposers must provide a narrative to describe their solution for sale of falconry permits using the guidelines presented by the State in Attachment AB, starting with Attachment AB beginning paragraph and Attachment AB.1 through Attachment AB.4. You may duplicate Appendix 28 as many times as needed to complete the description

Pilot Project Requirements
Proposers must provide a narrative to describe their solution for pilot project requirements using the guidelines presented by the State in Attachment AL, starting with Attachment AL beginning paragraph and Attachment AL.1 through Attachment AL.7. You may duplicate Appendix 29 as many times as needed to complete the description

Point of Sale Equipment Configuration

Proposers must complete this form to describe their proposed solution for Point of Sale equipment configuration using the guidelines presented by the State in Attachment F, starting with Attachment F beginning paragraph and Attachment F.1.A.1 through Attachment F.1.A.3.

Type Device	Make	Model	Description

Specifications	
Device Memory Capacity	
Device Screen Size	
Screen Features	
Power Supply	
Drivers	
Footprint Size: Width: Length: Height:	
Operating System	
Connectivity Requirements	
Other	

WEB POS Desktop Computer Requirements Proposers must complete this form to describe their proposed solution for WEB POS desktop computer requirements using the guidelines presented by the State in Attachment F.1.B.	
Minimum Requirements	**Description**
Browser	
Operating System	
Line Speed	
Connectivity Requirements	
Other	

Point of Sale (POS) Terminal Configuration

Proposers must complete this form to describe their proposed solution for POS terminal configuration using the guidelines presented by the State in Attachment F.1.C.

Proposed Components	Make	Model	Description
Printer Modes			
Paper Type			
Number of Characters per Line			
Duty Cycle			
Print Head Life Expectancy			
Footprint Size: Width: Length: Height:			
Other			

Host Platform Configuration Proposers must complete this form to describe their proposed solution for printer configuration using the guidelines presented by the State in Attachment F.2.A and Attachment F.2.B.	
Proposed Components	**Description**
Computer/Server Description	
Operating System UNIX/NOVELL/NT, etc.	
Database	
Communications Link/ Server Access/ Data Sharing Method	
SQL Engine	
Additional Equipment Requirements	

System Performance Proposers must complete this form to describe their proposed solution for system performance using the guidelines presented by the State in Attachment G.11, Systems Operation and Standards.		
Type/Description	**Minimum Performance**	**Maximum Performance**
Point of Sale Terminal Response Time		
Customer Hold Time in Call Queue		
Server Reliability/Availability		
Equipment Diagnosis		
Abandoned Call Rate		
License Fulfillment/Delivered		
Admin Screen Response Time		

The information contained in Appendix 35 is provided as a courtesy to assist potential bidders in the preparation of transaction costs and for use in the Planning Phase of systems development. See Attachment A.1.A.1.a.4. Prices and license types are subject to change.

License transaction count history for 2014

Description	License Type #	Fee	2014
Resident Combo Hunt/Fish	1	$ 28.00	368,191
Resident Youth Hunt/Fish/Trap	2	$ 8.00	31,820
Resident Sportsman	4	$ 136.00	62,589
Resident Waterfowl	5	$ 31.00	7,319
Migratory Bird Certificate	6	$ 2.00	38,047
Migratory Bird Certificate (+04)	7	Free	48,724
Resident Big Game Gun	9	$ 28.00	62,670
Resident Big Game Archery	10	$ 28.00	19,577
Resident Big Game Muzzleloader	11	$ 28.00	24,625
Apprentice Hunting License(Hunter Education Exempt)	12	$ 11.00	4,282
Resident Trapping	19	$ 28.00	358
County Residence Fishing	20	$ 9.00	30,179
Resident 1 Day Fishing	21	$ 5.50	116,292
Resident Trout	22	$ 18.00	44,951
Reelfoot Waterfowl Permit(Personally Assigned)	25	$ 51.00	143
Reelfoot Waterfowl Sign-On Permit	26	$ -	128
Hunters For The Hungry	30	Donation	1,210
TN Wildlife Foundation	31	Donation	1,775
Wildlife Public Access Fund	32	Donation	
Boating Access Fund	33	Donation	
Resident Royal Blue Rec. – Annual	35	$ 61.00	125
Resident Royal Blue Rec. – Daily	36	$ 12.50	2,735
NR Royal Blue Rec. – Annual	37	$ 191.00	6
NR Royal Blue Rec. – Daily	38	$ 30.50	5,915
Bartlett Annual Range Fee	40	$ 421.00	2
Bartlett 1 Hr. Range Fee	41	$ 8.50	1,703
Bartlett 2 Hr Ln-2 People	42	$ 12.50	499
Bartlett Group Fee – 5 Hour	43	$ 501.00	-
Bartlett Additional Hour – Group	44	$ 101.00	28

Description	License Type #	Fee	2014
Bartlett 1 Hr Classroom	45	$ 36.00	16
Bartlett After Hour Facility	46	$ 51.00	1
Annual Range User Adult	50	$ 101.00	64
Annual Range User Youth	51	$ 26.00	6
2 Hr Sevier Range Fee Adult	52	$ 5.50	5,124
2 Hr Sevier Range Fee Youth	53	$ 1.50	397
2 Hr Cheatham Range Fee-Adult	54	$ 5.50	4,185
2 Hr Cheatham Range Fee-Youth	55	$ 1.50	173
2 Hr Stones River Range Fee Adult	56	$ 5.50	10,247
2 Hr Stones River Range Fee Youth	57	$ 1.50	935
2 Hr Montgomery Range-Adult	58	$ 5.50	13,746
2 Hr Montgomery Range-Youth	59	$ 1.50	1,257
LBL Hunting Permit	60	$ 21.00	1,644
LBL Hunt/Backwoods Camping	61	$ 26.00	834
South Holston Lake permit	63	$ 21.00	816
TN Cross Creeks NWR Permit	64	$ 11.50	1,423
Bedford Lake 1 Day Fishing	65	$ 5.50	1,564
Montgomery Ann Range-Adult	67	$ 100.00	-
Ann Montgomery Range-Youth	68	$ 25.00	-
NR Jr Hunt/Fish (No Big Game)	70	$ 9.00	5,531
NR Hunting, No Big Game	71	$ 91.00	2,762
NR 7 Day Hunt No Big Game	72	$ 50.50	4,209
NR Hunting All Game	73	$ 251.00	7,035
NR 7 Day Hunting All Game	74	$ 175.50	4,166
NR Fishing, No Trout	76	$ 41.00	39,369
NR 3 Day Fishing No Trout	77	$ 16.50	46,074
NR 3 Day Fish All Species	78	$ 33.50	8,076
NR 10 Day Fishing No Trout	79	$ 25.50	17,138
NR 10 Day Fish All Species	80	$ 50.50	1,713
NR Fishing, All Species	81	$ 81.00	6,128
NR 1Day fishing no trout	82	$ 8.00	44,434
NR 1Day fishing all species	83	$ 16.00	10,147

Description	License Type #	Fee	2014
NR 7 day JR hunting all game	85	$ 25.00	257
NR JR hunting all game	86	$ 40.00	515
Res/NR Reelfoot Preserve 3-Day	88	$ 10.50	7,907
Res/NR Reelfoot Preservation	89	$ 17.00	6,631
Res/NR Reelfoot Preserve 1 Day	90	$ 3.50	11,116
Annual WMA Waterfowl/Small Game	91	$ 51.00	3,132
Wma 1 Day Waterfowl/Small Game	92	$ 10.50	1,544
Wma Small Game	93	$ 17.00	10,846
Big Game Nonquota/WMA/Special Season	94	$ 21.00	30,162
Cherokee Wma Big Game Nonquota	95	$ 16.00	2,047
Res/Nr 3 Day Gatlinburg Trout	96	$ 6.50	784
NR 1 Day Gatlinburg Trout-Basic License Needed	97	$ 10.50	5,491
Res/NR Tellico/Citico 1 Day Trout	98	$ 5.50	11,082
Res/NR 1 Day Gatlinburg Trout	99	$ 2.50	3,049
Annual Commercial Fish Sr	100	$ -	80
Resident Commercial Fishing	101	$ 201.00	211
Resident Commercial Fishing Helper	102	$ 201.00	90
NR Commercial Fishing-Restricted	103	$ 1,000.00	9
Resident Commercial Musseling	105	$ 201.00	36
NR Commercial Musseling	107	$ 1,000.00	35
Resident Commercial Roe Fish Permit/Supplement	108	$ 1,000.00	2
Cultured Pearl	109	$ 1,000.00	49
NR Roe Fish Permit Supplement	110	$ 1,500.00	4
Resident Wholesale Roe Dealer	111	$ 500.00	9
NR Wholesale Roe Dealer	112	$ 1,000.00	1
R/NR Wholesale Fish Dealer	113	$ 500.00	27
Resident Annual Commercial Musseling Sr.	114	$ -	3
R/NR Wholesale Mussel Dealer	115	$ 500.00	3
NR Fish Farmer/Bait Dealer/Catch Out Pond	116	$ 500.00	14
Resident Falconry General	117	$ 60.00	5
Resident Fish Farmer/Catch Out Pond/Bait Dealer	118	$ 51.00	213
Res/NR commercial Bow Lic	119	$ -	3

Description	License Type #	Fee	2014
NR Trapping	120	$ 401.00	13
Resident/NR Fur Buyer	121	$ 151.00	19
Resident Falconry Apprentice	122	$ 60.00	8
Resident Falconry Master	123	$ 60.00	7
Commercial Wildlife Preserve Big Game	124	$ 300.00	11
Commercial Wildlife Preserve Small Game	125	$ 150.00	96
Elk Collector Stamp	126	$ 10.00	-
Waterfowl Collector Stamp	130	$ 10.00	283
Wren Collector Stamp	131	$ 10.00	-
Snake Collector Stamp	132	$ 10.00	-
Taxidermy	141	$ 100.00	309
Animal Importation 1 Ship	149	$ 25.00	43
Animal Importation Permit Annual	150	$ 200.00	24
Permanent Exhibitor Permit	160	$ 1,000.00	13
Temporary Exhibitor Permit	161	$ 250.00	27
Municipal Zoo	162	$ -	-
Resident Permanent Senior Citizen	166	$ 11.00	18,011
Annual Sr Sportsman Permit - Supplement	167	$ 41.00	1,318
Res Annual H/F Disabled youth	168	$ 5.00	1
Res H/F Intellectually Disabled	169	$ 10.00	33
Personal Possession Permit 1-Class 1 Animal	170	$ 150.00	-
Personal Possession/1 Class/1 Facility	171	$ 1,500.00	-
Personal Possession 1 Class 2 Animal	172	$ 25.00	101
Personal Possession Class 2 Facility	173	$ 250.00	2
Propagation Facility Small Game/Waterfowl	174	$ 50.00	80
Propagation Facility Class 2	175	$ 250.00	56
Propagation Facility Class 1	176	$ 2,500.00	-
Resident Wheelchair Hunt/Fish	189	$ 10.00	63
Resident Slat Basket	190	$ 8.00	74
TWRA 1-Day State Lake Fish Permits	191	$ 5.00	2,449
TWRA State Lake Boat Rentals	192	$ 8.00	73
Annual TWRA State Lake Permit	193	$ 40.00	362

Description	License Type #	Fee	2014
Replacement License	194	$ 6.00	12,481
Additional Replacement	195	$ 1.00	2,331
Replacement License No-Charge	196	$ -	389
Resident Blind Fishing	197	$ 10.00	28
Resident Disabled Veteran	198	$ 10.00	1,239
Resident Mentally Challenged	199	$ 10.00	151
TN Wildlife Magazine School Comp	208	$ -	-
TN Wildlife Magazine H.S. Instructor Comp	209	$ -	-
TN Wildlife Magazine (Free – Comp)	210	$ -	-
TN Wildlife Magazine 1 Year	211	$ 10.00	290
TN Wildlife Magazine 2 Year	212	$ 17.00	177
TN Wildlife Magazine 3 Year	213	$ 25.00	392
Elk Quota hunt application no fee	250	$ -	9,288
Elk youth Quota hunt application no fee	251	$ -	424
Elk Quota hunt application	252	$ 10.00	650
Elk youth Quota hunt application	253	$ 10.00	96
Permanent Big Game Tag	301	$ -	203,559
Spring Turkey App-No Fee	320	$ -	3,280
Spring Turkey Leftover-No Fee	321	$ -	
Spring Turkey App With Fee	322	$ 21.00	395
Turkey Awarded Permit	324	$ -	-
Spring Turkey Leftover Permit	328	$ 21.00	-
WMA Application-No Fee	330	$ -	15,769
WMA Leftover Permit-No Fee	331	$ -	346
WMA Application With Fee	332	$ 21.00	2,319
WMA Awarded Permit	334	$ -	-
WMA Leftover Permit	338	$ 21.00	39
WMA Youth Application-No Fee	340	$ -	852
WMA Youth Leftover-No Fee	341	$ -	
WMA Youth Application-With Fee	342	$ 21.00	208
WMA Youth Permit	344	$ -	
AEDC First come no-fee	345	$ -	1,176

Description	License Type #	Fee	2014
AEDC First come	346	$ 10.00	95
WMA Youth Leftover Permit	348	$ 21.00	-
Special Season Application-No Fee	350	$ -	-
Special Season Leftover-No Fee	351	$ -	-
Special Season Application With Fee	352	$ 21.00	-
Special Season Permit	354	$ -	-
Special Season Leftover Permit	358	$ 21.00	-
Special Season Overpay	359	$ -	-
Cherokee WMA Application-No Fee	360	$ -	949
Cherokee Leftover-No Fee	361	$ -	-
Cherokee WMA Application With Fee	362	$ 21.00	55
Cherokee WMA Permit	364	$ -	-
Cherokee WMA Leftover	368	$ 21.00	-
Cherokee WMA Overpay	369	$ -	-
Waterfowl Application No-fee	370	$ -	1,132
Waterfowl Application	372	$ 10.00	106
Youth Waterfowl Application No-fee	375	$ -	25
Youth Waterfowl Application	376	$ 10.00	2
Bogota Blind Application-No Fee	380	$ -	-
Bogota Blind Reservation Application	382	$ 10.00	-
Bogota Blind Reservation Permit	384	$ 11.00	-
Bogota Leftover Permit	388	$ 11.00	-
Lifetime License Under 3 Years	401	$ 200.00	7,125
Lifetime License Age 7-12	402	$ 810.00	298
Lifetime License Age 13-50	403	$ 1,620.00	223
Lifetime License Age 51-64	404	$ 945.00	190
Sr Citizen Lifetime	405	$ 270.00	593
Lifetime License Age 3-6	406	$ 540.00	259
Sundquist Lifetime Permit	430	$ -	-
Hunter Certification Card	500	$ 7.00	2,698
Boating Safety Exam Permit	600	$ 10.00	6,414
Boating Certification Card	605	$ 5.00	463

Description	License Type #	Fee	2014
Boat Original Thru 16 Feet 1 Year	711	$ 13.00	6,942
Boat Original Thru 16 Feet 2 Year	712	$ 24.00	4,185
Boat Original Thru 16 Feet 3 Year	713	$ 35.00	8,814
Boat Original 16’1” To 25’11” 1 Year	721	$ 25.00	8,870
Boat Original 16’1” To 25’11” 2 Year	722	$ 48.00	5,375
Boat Original 16’1” To 25’11” 3 Year	723	$ 71.00	9,105
Boat Original 26’ To 39’11” 1 Year	731	$ 38.00	606
Boat Original 26’ To 39’11” 2 Year	732	$ 72.00	-
Boat Original 26’ To 39’11” 3 Year	733	$ 107.00	275
Boat Original 40’ And Over 1 Year	741	$ 51.00	537
Boat Original 40’ And Over 2 Year	742	$ 97.00	230
Boat Original 40’ And Over 3 Year	743	$ 142.00	89
Boat Manufacturer Original 1 Year	761	$ 32.00	246
Boat Manufacturer Original 2 Year	762	$ 64.00	9
Boat Manufacturer Original 3 Year	763	$ 95.00	8
Boat Dealer Original 1 Year	771	$ 32.00	32
Boat Dealer Original 2 Year	772	$ 64.00	6
Boat Dealer Original 3 Year	773	$ 95.00	35
Boat Renewal Thru 16’ 1 Year	811	$ 13.00	2,729
Boat Renewal Thru 16’ 2 Year	812	$ 24.00	1,772
Boat Renewal Thru 16’ 3 Year	813	$ 35.00	3,273
Boat Renewal 16’1” To 25’11” 1 Year	821	$ 25.00	6,310
Boat Renewal 16’1” To 25’11” 2 Year	822	$ 48.00	3,554
Boat Renewal 16’1” To 25’11” 3 Year	823	$ 71.00	4,343
Boat Renewal 26’ To 39’11” 1 Year	831	$ 38.00	515
Boat Renewal 26’ To 39’11” 2 Year	832	$ 72.00	242
Boat Renewal 26’ To 39’11” 3year	833	$ 107.00	304
Boat Renewal 40’ And Over 1 Year	841	$ 51.00	176
Boat Renewal 40’ And Over 2 Year	842	$ 97.00	104
Boat Renewal 40’ And Over 3 Year	843	$ 142.00	154
Boat Renewal Thru 16’ 1 Year	911	$ 14.00	15,011
Boat Renewal Thru 16’ 2 Year	912	$ 25.00	6,548

Description	License Type #	Fee	2014
Boat Renewal Thru 16’ 3 Year	913	$ 36.00	9,862
Boat Renewal 16’1” To 25’11” 1 Year	921	$ 26.00	24,626
Boat Renewal 16’1” To 25’11” 2 Year	922	$ 49.00	9,063
Boat Renewal 16’1” To 25’11” 3 Year	923	$ 72.00	9,964
Boat Renewal 26’ To 39’11” 1 Year	931	$ 39.00	1,387
Boat Renewal 26’ To 39’11” 2 Year	932	$ 73.00	404
Boat Renewal 26’ To 39’11” 3year	933	$ 108.00	496
Boat Renewal 40’ And Over 1 Year	941	$ 52.00	630
Boat Renewal 40’ And Over 2 Year	942	$ 98.00	198
Boat Renewal 40’ And Over 3 Year	943	$ 143.00	248
Boat Duplicate Card Only	950	$ 7.00	1,395
Boat Duplicate Card & Decals	955	$ 7.00	1,682
Boat Card/Decal No-Fee	956	$ -	9
Boat Manufacturer Renewal 1 Year	961	$ 33.00	62
Boat Manufacturer Renewal 2 Year	962	$ 65.00	-
Boat Manufacturer Renewal 3 Year	963	$ 96.00	10
Boat Dealer Renewal 1 Year	971	$ 33.00	180
Boat Dealer Renewal 2 Year	972	$ 65.00	34
Boat Dealer Renewal 3 Year	973	$ 96.00	110