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1. INTRODUCTION

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

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

1.1. Statement of Procurement Purpose

History and Background

a. The State’s Driver Services Division is responsible for issuing driver licenses, non-driver identification cards, and handgun carry permits (collectively, “Credentials”). Current processes include:

(1) A central issuance process for permanent (hard plastic) Credentials produced at a restricted, secure, off-site facility;

(2) Over-the-counter (“OTC”) issuance for interim (paper version) Credentials at all Driver Services Centers (“DSC”) and the State’s Third Party Partner locations throughout Tennessee;

(3) In-house, OTC issuance for restricted and special handling/confidential Credentials as well as internet and mail renewals; and

(4) Several self-service channels (e-Services, self-service kiosks, iPads) for renewing and ordering duplicates of a Credential.

b. Operations. There are forty-six (46) State-operated Driver Services Centers (DSCs) and up to sixty (60) Third Party Partners located in eight (8) districts across the state covering two (2) time zones (Eastern and Central). The DSCs are typically open two hundred forty-eight (248) days per year, Monday through Friday, 8:30 am-5:00 pm. The hours of Third Party Partners may be similar. Operating days and hours are subject to change. Details can be found at the State’s website (www.tn.gov/safety).

c. Production.

(1) DSCs and Third Party Partners process the majority of the transactions requiring image capture, interim print, document printing and document scanning;

(2) Tennessee has approximately six (6) million driver license and photo-identification license holders. The State currently stores over twenty-five (25) million facial images and over twenty (20) million signature images; and

(3) The State serves approximately one million three hundred thousand (1.3 million) customers per year, generating approximately one million nine hundred thousand (1.9 million) transactions per year.

d. Additional business operations include:

(1) Issuing permanent (non-expiring) photo identification for certain non-drivers;
(2) Protecting the integrity and security of the process of issuing Credentials;
(3) Conducting driver and motorcycle safety programs;
(4) Detecting and investigating fraud;
(5) Administering Tennessee laws as applied to driver activity actions, and holding licensing hearings;
(6) Overseeing the ignition interlock program;
(7) Informing citizens about actions impacting their Credentials (suspensions, revocations, renewals);
(8) Facilitating the registration of Tennessee voters;
(9) Conducting driver improvement hearings; and
(10) Maintaining a Call Center to assist citizens.

e. State Desired Solution

The State is seeking a secure, web-based, Credential Production, Issuance, and Management Solution that at all times complies with the State’s Enterprise Information Technology and Security Policies and includes all functionalities and requirements as further defined in the Pro Forma Contract. The State’s Enterprise Information Security Policies document is found at https://www.tn.gov/finance/strategic-technology-solutions/strategic-technology-solutions/sts-security-policies.html.

f. Customer Experience Statement

The State is redesigning its driver services’ customer experience to pursue and achieve the goal of no waiting in its Driver Services Centers and have minimal in-person contact. This will both minimize the need for an in-person interaction with a Driver Services Examiner and to minimize the in-person time when Driver Services Examiner review or in-person transaction completion is required while still maintaining the full Driver Services Examiner-led transactions for those who need or want the full in-person experience. This will be accomplished through the following:

(1) Maximizing customers’ eligibility-based online and self-service transaction capabilities as permitted by law;

(2) Having an appointment-, virtual line management-, virtual lobby-, and self-service-focused Driver Services Center organization and workflow that leverages the use of personnel in the role as ‘greeters’ using tablets; and

(3) Using portable Driver Services Examiner workstations to provide community-located, full-service transactions in locations other than a Driver Services Center and locations that support social distancing in accordance with the Centers for Disease Control and Prevention (CDC) guidelines.

1.1.2. For the proposed contract, the estimated range for the contract is between Twenty-five Million Dollars and Zero cents ($25,000,000.00) and Thirty Million Five Hundred Thousand Dollars and Zero Cents ($30,500,000.00).
1.2. **Scope of Service, Contract Period, & Required Terms and Conditions**

The RFP Attachment 6.6., *Pro Forma* Contract details the State’s requirements:
- Scope of Services and Deliverables (Section A);
- Contract Period (Section B);
- Payment Terms (Section C);
- Standard Terms and Conditions (Section D); and,
- Special Terms and Conditions (Section E).

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

1.3. **Nondiscrimination**

No person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of a Contract pursuant to this RFP or in the employment practices of the Contractor on the grounds of handicap or disability, age, race, creed, color, religion, sex, national origin, or any other classification protected by federal, Tennessee state constitutional, or statutory law. The Contractor pursuant to this RFP shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

1.4. **RFP Communications**

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

**RFP # 34901-01225**

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

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

Lindsey Lattner, Sourcing Account Specialist  
Central Procurement Office  
Tennessee Department of General Services  
WRS Tennessee Tower, 3rd Floor  
312 Rosa L. Parks Avenue  
Nashville, TN 37243  
Telephone #: (615) 741-9282  
E-mail Address: lindsey.lattner@tn.gov

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

a. staff of the Governor’s Office of Diversity Business Enterprise for assistance available to minority-owned, woman-owned, service-disabled veteran-owned, businesses owned by persons with disabilities, and small businesses as well as general, public information relating to this RFP (visit [https://www.tn.gov/generalservices/procurement/central-procurement-office--cpo-/governor-s-office-of-diversity-business-enterprise--godbe--/godbe-general-contacts.html](https://www.tn.gov/generalservices/procurement/central-procurement-office--cpo-/governor-s-office-of-diversity-business-enterprise--godbe--/godbe-general-contacts.html) for contact information); and

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

Ms. Shannon Geames, Director
Learning and Development Division
Tennessee Department of Safety and Homeland Security
283 Stewarts Ferry Pike
Nashville, TN 37214
Telephone #: (615) 251-5170
E-mail Address: Shannon.Geames@tn.gov

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

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

1.4.5. Respondents must assume the risk of the method of dispatching any communication or response to the State. The State assumes no responsibility for delays or delivery failures resulting from the Respondent’s method of dispatch. It is encouraged for suppliers to submit bids digitally.

1.4.6. The State will convey all official responses and communications related to this RFP to the prospective Respondents from whom the State has received a Notice of Intent to Respond (refer to RFP Section 1.8.).

1.4.7. The State reserves the right to determine, at its sole discretion, the method of conveying official, written responses and communications related to this RFP. Such written communications may be transmitted by mail, hand-delivery, facsimile, electronic mail, Internet posting, or any other means deemed reasonable by the State. For internet posting, please refer to the following website: https://www.tn.gov/generalservices/procurement/central-procurement-office--cpo-supplier-information/request-for-proposals--rfp--opportunities1.html.

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

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

1.5. **Assistance to Respondents With a Handicap or Disability**

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

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

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

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

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

1.7. **Pre-Response Conference**

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

The conference will be held on:

January 5, 2021 at 10:00 a.m. CST at the link below:

https://teams.microsoft.com/l/meetup-
join/19%3ameeting_NjBiZWE5ZTUtNzYxYS00M2NhLWE2OWMtYmVmMDEyMTRkMWI3%40thread.v2/
0?context=%7b%22Tid%22%3a%22f345bebf-0d71-4337-9281-
24b941616c36%22%2c%22Oid%22%3a%22a45dec2a-1324-4f00-a462-c776e8c3dd3%22%7d

The purpose of the conference is to discuss the RFP scope of goods or services. The State will entertain
questions, however prospective Respondents must understand that the State's oral response to any
question at the Pre-response Conference shall be unofficial and non-binding. Prospective Respondents
must submit all questions, comments, or other concerns regarding the RFP in writing prior to the Written
Questions & Comments Deadline date detailed in the RFP Section 2, Schedule of Events. The State will
send the official response to these questions and comments to prospective Respondents from whom the
State has received a Notice of Intent to respond as indicated in RFP Section 1.8. and on the date detailed
in the RFP Section 2, Schedule of Events.

1.7.1. Site visits shall be held at the times and dates detailed in the RFP Section 2, Schedule of
Events. Attendance at the site visits is mandatory, and prospective Respondents shall be limited to
a maximum number of three (3) attendees due to space limitations and COVID-19
precautions. The State will use staggered scheduling and each Respondent will be given thirty
(30) minutes to visit each site. Respondents are encouraged to bring appropriate equipment to
measure dimensions of the space. Prospective Respondents need to send an RSVP, with the
number of attendees, to the Solicitation Coordinator identified in Section 1.4.2.1.

Site visits will be held at:

State of Tennessee
Department of Safety and Homeland Security
Downtown Express Driver Services Center
William R. Snodgrass Bldg., 3rd Floor
312 Rosa L. Parks Avenue
Nashville, Tennessee 37243

State of Tennessee
Department of Safety and Homeland Security
Hart Lane Driver Services Center
624 Hart Lane
Nashville, Tennessee 37216
The purpose of the site visit is to allow prospective Respondents an opportunity to see a Tennessee Driver Services Center with the smallest workspace dimensions. The State shall entertain questions, however prospective Respondents must understand that the State’s oral response to any question at a site visit shall be unofficial and non-binding. Prospective Respondents must submit all questions, comments, or other concerns regarding the RFP in writing prior to the Written Questions & Comments Deadline date detailed in the RFP Section 2, Schedule of Events. The State will send the official response to these questions and comments to prospective Respondents from whom the State has received a Notice of Intent to respond as indicated in RFP Section 1.8. and on the date detailed in the RFP Section 2, Schedule of Events.

1.8. Notice of Intent to Respond

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

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

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

1.9. Response Deadline

A Respondent must ensure that the State receives a response no later than the Response Deadline time and date detailed in the RFP Section 2, Schedule of Events. The State will not accept late responses, and a Respondent’s failure to submit a response before the deadline will result in disqualification of the response. It is the responsibility of the Respondent to ascertain any additional security requirements with respect to packaging and delivery to the State of Tennessee. Respondents should be mindful of any potential delays due to security screening procedures, weather, or other filing delays whether foreseeable or unforeseeable.
### 2. RFP SCHEDULE OF EVENTS

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

<table>
<thead>
<tr>
<th>EVENT</th>
<th>TIME</th>
<th>DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. RFP Issued</td>
<td></td>
<td>December 14, 2020</td>
</tr>
<tr>
<td>2. Disability Accommodation Request Deadline</td>
<td>2:00 p.m.</td>
<td>December 21, 2020</td>
</tr>
<tr>
<td>3. Pre-response Conference</td>
<td>10:00 a.m.</td>
<td>January 5, 2021</td>
</tr>
<tr>
<td>4. Site Visits</td>
<td>8:30 a.m. – 12:00 noon</td>
<td>January 7, 8, and 11, 2021</td>
</tr>
<tr>
<td>5. Notice of Intent to Respond Deadline</td>
<td>2:00 p.m.</td>
<td>January 13, 2021</td>
</tr>
<tr>
<td>6. Written “Questions &amp; Comments” Deadline</td>
<td>2:00 p.m.</td>
<td>January 20, 2021</td>
</tr>
<tr>
<td>7. State Response to Written “Questions &amp; Comments”</td>
<td>4:30 p.m.</td>
<td>February 10, 2021</td>
</tr>
<tr>
<td>8. Response Deadline</td>
<td>2:00 p.m.</td>
<td>February 26, 2021</td>
</tr>
<tr>
<td>9. State Schedules Respondent Oral Presentation</td>
<td></td>
<td>March 5, 2021</td>
</tr>
<tr>
<td>10. Respondent Oral Presentation</td>
<td>8 a.m. - 4:30 p.m.</td>
<td>March 15-19, 2021</td>
</tr>
<tr>
<td>11. State Completion of Technical Response Evaluations</td>
<td></td>
<td>March 22, 2021</td>
</tr>
<tr>
<td>12. State Opening &amp; Scoring of Cost Proposals</td>
<td>2:00 p.m.</td>
<td>March 23, 2021</td>
</tr>
<tr>
<td>13. Negotiations (Optional)</td>
<td>4:30 p.m.</td>
<td>March 24-26, 2021</td>
</tr>
<tr>
<td>14. State Notice of Intent to Award Released and RFP Files Opened for Public Inspection</td>
<td>2:00 p.m.</td>
<td>March 29, 2021</td>
</tr>
<tr>
<td>15. End of Open File Period</td>
<td></td>
<td>April 6, 2021</td>
</tr>
<tr>
<td>16. State sends contract to Contractor for signature</td>
<td></td>
<td>April 7, 2021</td>
</tr>
<tr>
<td>17. Contractor Signature Deadline</td>
<td>2:00 p.m.</td>
<td>April 14, 2021</td>
</tr>
</tbody>
</table>

2.2. **The State reserves the right, at its sole discretion, to adjust the RFP Schedule of Events as it deems necessary.** Any adjustment of the Schedule of Events shall constitute an RFP amendment, and the State will communicate such to prospective Respondents from whom the State has received a Notice of Intent to Respond (refer to Section 1.8.).
3. **RESPONSE REQUIREMENTS**

3.1. **Response Form**

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

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

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

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

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

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

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

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

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

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

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

3.1.2.1. A Respondent must only record the proposed cost exactly as required by the RFP Attachment 6.3., Cost Proposal & Scoring Guide and must NOT record any other rates, amounts, or information.
3.1.2.2. The proposed cost shall incorporate ALL costs for services under the contract for the total contract period, including any renewals or extensions.

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

3.1.2.4. A Respondent must submit the Cost Proposal to the State in a separate email or on a separate CD or USB flash drive from the Technical Response (as detailed in RFP Sections 3.2.3., et seq.).

3.2. Response Delivery

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

3.2.2. A Respondent must submit their response as specified in one of the two formats below.

3.2.2.1. Digital Media Submission:

3.2.2.1.1 Technical Response:

The Technical Response document should be in the form of one (1) digital document in “PDF” format properly recorded on its own otherwise blank USB flash drive and should be clearly identified as the:

“RFP # 34901-01225 TECHNICAL RESPONSE ORIGINAL”

and TWELVE (12) digital copies of the Technical Response each in the form of one (1) digital document in “PDF” format properly recorded on its own otherwise blank, USB flash drive labeled:

“RFP # 34901-01225 TECHNICAL RESPONSE COPY”

The customer references should only be delivered by each reference in accordance with RFP Attachment 6.2, Section B.17.

3.2.2.1.2 Cost Proposal:

The Cost Proposal should be in the form of one (1) digital document in “PDF” or “XLS” format properly recorded on a separate, otherwise blank, UBS flash drive clearly labeled:

“RFP # 34901-01225 COST PROPOSAL ORIGINAL”

An electronic or facsimile signature, as applicable, on the Cost Proposal is acceptable.

3.2.2.2 E-Mail Submission:

3.2.2.2.1 Technical Response:

The Technical Response document should be in the form of one (1) digital document in “PDF” format or other easily accessible digital format attached to an e-mail to the Solicitation Coordinator. Both the subject and file name should both be clearly identified as follows:

“RFP # 34901-01225 TECHNICAL RESPONSE"
The customer references should be delivered by each reference in accordance with RFP Attachment 6.2, Section B.17.

3.2.2.2 Cost Proposal:

The Cost Proposal should be in the form of one (1) digital document in “PDF” or “XLS” format or easily accessible digital format attached to an e-mail to the Solicitation Coordinator. Both the subject and file name should both be clearly identified as follows:

“RFP # 34901-01225 COST PROPOSAL”

An electronic or facsimile signature, as applicable, on the Cost Proposal is acceptable.

3.2.3 For e-mail submissions, the Technical Response and Cost Proposal documents must be dispatched to the Solicitation Coordinator in separate e-mail messages. For digital media submissions, a Respondent must separate, seal, package, and label the documents and copies for delivery as follows:

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

“DO NOT OPEN… RFP # 34901-01225 TECHNICAL RESPONSE FROM [RESPONDENT LEGAL ENTITY NAME]”

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

“DO NOT OPEN… RFP # 34901-01225 COST PROPOSAL FROM [RESPONDENT LEGAL ENTITY NAME]”

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

“RFP # 34901-01225 SEALED TECHNICAL RESPONSE & SEALED COST PROPOSAL FROM [RESPONDENT LEGAL ENTITY NAME]”

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

Lindsey Lattner, Sourcing Account Specialist
Central Procurement Office
Tennessee Department of General Services
WRS Tennessee Tower, 3rd Floor
312 Rosa L. Parks Avenue
Nashville, TN 37243
Telephone #: (615) 741-9282
E-mail Address: lindsey.lattner@tn.gov

3.3 Response & Respondent Prohibitions

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

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

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

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

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

3.3.7. A Respondent must not submit a response as a prime contractor while also permitting one or more other Respondents to offer the Respondent as a subcontractor in their own responses. Such may result in the disqualification of all Respondents knowingly involved. This restriction does not, however, prohibit different Respondents from offering the same subcontractor as a part of their responses (provided that the subcontractor does not also submit a response as a prime contractor).

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

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

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

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

3.3.9. This RFP is also subject to Tenn. Code Ann. § 12-4-101 through 12-4-105.

3.4. **Response Errors & Revisions**

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

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

3.6. **Additional Services**

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

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

3.7. **Response Preparation Costs**

The State will **not** pay any costs associated with the preparation, submittal, or presentation of any response.
4. GENERAL CONTRACTING INFORMATION & REQUIREMENTS

4.1. RFP Amendment

The State at its sole discretion may amend this RFP, in writing, at any time prior to contract award. However, prior to any such amendment, the State will consider whether it would negatively impact the ability of potential Respondents to meet the response deadline and revise the RFP Schedule of Events if deemed appropriate. If an RFP amendment is issued, the State will convey it to potential Respondents who submitted a Notice of Intent to Respond (refer to RFP Section 1.8.). A response must address the final RFP (including its attachments) as amended.

4.2. RFP Cancellation

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

4.3. State Right of Rejection

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

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

4.4. Assignment & Subcontracting

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

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

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

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

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

4.5. Right to Refuse Personnel or Subcontractors

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

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

4.7. **Professional Licensure and Department of Revenue Registration**

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

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

4.7.3. Before the Contract resulting from this RFP is signed, the apparent successful Respondent must be registered with the Tennessee Department of Revenue for the collection of Tennessee sales and use tax. The State shall not award a contract unless the Respondent provides proof of such registration or provides documentation from the Department of Revenue that the Contractor is exempt from this registration requirement. The foregoing is a mandatory requirement of an award of a contract pursuant to this solicitation. To register, please visit the Department of Revenue’s Tennessee Taxpayer Access Point (TNTAP) website for Online Registration and the Vendor Contract Questionnaire. These resources are available at the following: [https://tntap.tn.gov/eservices/#1](https://tntap.tn.gov/eservices/#1)

4.8. **Disclosure of Response Contents**

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

4.8.2. The State will hold all response information, including both technical and cost information, in confidence during the evaluation process.

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

4.9. **Contract Approval and Contract Payments**

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

4.9.2. This RFP and its contractor selection processes do not obligate the State and do not create rights, interests, or claims of entitlement in either the Respondent with the apparent best-evaluated response or any other Respondent. State obligations pursuant to a contract award shall commence only after the Contract is signed by the State agency head and the Contractor and after the Contract is approved by all other state officials as required by applicable laws and regulations.
4.9.3. No payment will be obligated or made until the relevant Contract is approved as required by applicable statutes and rules of the State of Tennessee.

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

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

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

4.10. Contractor Performance

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

4.11. Contract Amendment

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

4.12. Severability

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

4.13. Next Ranked Respondent

The State reserves the right to initiate negotiations with the next ranked Respondent should the State cease doing business with any Respondent selected via this RFP process.
5. **EVALUATION & CONTRACT AWARD**

5.1. **Evaluation Categories & Maximum Points**

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

<table>
<thead>
<tr>
<th>EVALUATION CATEGORY</th>
<th>MAXIMUM POINTS POSSIBLE</th>
</tr>
</thead>
<tbody>
<tr>
<td>General Qualifications &amp; Experience</td>
<td>5</td>
</tr>
<tr>
<td>(refer to RFP Attachment 6.2., Section B)</td>
<td></td>
</tr>
<tr>
<td>Technical Qualifications, Experience &amp; Approach</td>
<td>40</td>
</tr>
<tr>
<td>(refer to RFP Attachment 6.2., Section C)</td>
<td></td>
</tr>
<tr>
<td>Oral Presentation</td>
<td>25</td>
</tr>
<tr>
<td>(refer to RFP Attachment 6.2., Section D)</td>
<td></td>
</tr>
<tr>
<td>Cost Proposal</td>
<td>30</td>
</tr>
<tr>
<td>(refer to RFP Attachment 6.3.)</td>
<td></td>
</tr>
</tbody>
</table>

5.2. **Evaluation Process**

The evaluation process is designed to award the contract resulting from this RFP not necessarily to the Respondent offering the lowest cost, but rather to the Respondent deemed by the State to be responsive and responsible who offers the best combination of attributes based upon the evaluation criteria.

(“Responsive Respondent” is defined as a Respondent that has submitted a response that conforms in all material respects to the RFP. “Responsible Respondent” is defined as a Respondent that has the capacity in all respects to perform fully the contract requirements, and the integrity and reliability which will assure good faith performance.)

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

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

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

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

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

c. the State will determine the response to be non-responsive to the RFP and reject it.
5.2.1.3. Proposal Evaluation Team members will independently evaluate each Technical Response (that is responsive to the RFP) against the evaluation criteria in this RFP, and will score each in accordance with the RFP Attachment 6.2., Technical Response & Evaluation Guide.

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

5.2.1.5. The Solicitation Coordinator will invite the top THREE (3) ranked Respondents to make an oral presentation. The ranking will be determined after the Technical Response score is totaled and ranked (e.g., 1 – the best evaluated ranking, etc.).

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

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

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

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

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

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

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

5.2.2. Cost Proposal Evaluation. The Solicitation Coordinator will open for evaluation the Cost Proposal of each Respondent deemed by the State to be responsive and responsible and
5.2.3. Clarifications and Negotiations. The State reserves the right to award a contract on the basis of initial responses received, therefore, each response shall contain the Respondent’s best terms and conditions from a technical and cost standpoint. The State reserves the right to conduct clarifications or negotiations with one or more Respondents. All communications, clarifications, and negotiations shall be conducted in a manner that supports fairness in response improvement.

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

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

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

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

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

5.3. Contract Award Process

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

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

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

NOTICE: The Notice of Intent to Award shall not create rights, interests, or claims of entitlement in either the apparent best-evaluated Respondent or any other Respondent.
5.3.4. The Respondent identified as offering the apparent best-evaluated response must sign a contract drawn by the State pursuant to this RFP. The Contract shall be substantially the same as the RFP Attachment 6.6., *Pro Forma* Contract. The Respondent must sign the contract by the Contractor Signature Deadline detailed in the RFP Section 2, Schedule of Events. If the Respondent fails to provide the signed Contract by this deadline, the State may determine that the Respondent is non-responsive to this RFP and reject the response.

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

5.3.6. If the State determines that a response is non-responsive and rejects it after opening Cost Proposals, the Solicitation Coordinator will re-calculate scores for each remaining responsive Cost Proposal to determine (or re-determine) the apparent best-evaluated response.
RFP # 34901-01225 STATEMENT OF CERTIFICATIONS AND ASSURANCES

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

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

1. The Respondent will comply with all of the provisions and requirements of the RFP.
2. The Respondent will provide all services as defined in the Scope of the RFP Attachment 6.6., Pro Forma Contract for the total Contract Term.
3. The Respondent, except as otherwise provided in this RFP, accepts and agrees to all terms and conditions set out in the RFP Attachment 6.6., Pro Forma Contract.
4. The Respondent acknowledges and agrees that a contract resulting from the RFP shall incorporate, by reference, all proposal responses as a part of the Contract.
5. The Respondent will comply with:
   (a) the laws of the State of Tennessee;
   (b) Title VI of the federal Civil Rights Act of 1964;
   (c) Title IX of the federal Education Amendments Act of 1972;
   (d) the Equal Employment Opportunity Act and the regulations issued there under by the federal government; and,
   (e) the Americans with Disabilities Act of 1990 and the regulations issued there under by the federal government.
6. To the knowledge of the undersigned, the information detailed within the response submitted to this RFP is accurate.
7. The response submitted to this RFP was independently prepared, without collusion, under penalty of perjury.
8. No amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Respondent in connection with this RFP or any resulting contract.
9. Both the Technical Response and the Cost Proposal submitted in response to this RFP shall remain valid for at least 120 days subsequent to the date of the Cost Proposal opening and thereafter in accordance with any contract pursuant to the RFP.
10. The Respondent affirms the following statement, as required by the Iran Divestment Act Tenn. Code Ann. § 12-12-111: “By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to §12-12-106.” For reference purposes, the list is currently available online at: https://www.tn.gov/generalservices/procurement/central.procurement-office--cpo/library/-public-information-library.html.

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

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

SIGNATURE: __________________________________________

PRINTED NAME & TITLE: __________________________________________

DATE: __________________________________________

RESPONDENT LEGAL ENTITY NAME: __________________________________________
**TECHNICAL RESPONSE & EVALUATION GUIDE**

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

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

<table>
<thead>
<tr>
<th>RESPONDENT LEGAL ENTITY NAME:</th>
<th>Response Page # (Respondent completes)</th>
<th>Item Ref.</th>
<th>Section A—Mandatory Requirement Items</th>
<th>Pass/Fail</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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<td></td>
<td>The Response must be delivered to the State no later than the Response Deadline specified in the RFP Section 2, Schedule of Events.</td>
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<td>The Technical Response and the Cost Proposal documentation must be packaged separately as required (refer to RFP Section 3.2., et. seq.).</td>
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<td></td>
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<td>The Technical Response must NOT contain cost or pricing information of any type.</td>
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<td>The Technical Response must NOT contain any restrictions of the rights of the State or other qualification of the response.</td>
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<td>A Respondent must NOT submit alternate responses (refer to RFP Section 3.3.).</td>
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<td>A Respondent must NOT submit multiple responses in different forms (as a prime and a subcontractor) (refer to RFP Section 3.3.).</td>
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<tr>
<td>A.1.</td>
<td></td>
<td></td>
<td>Respondent’s representative(s) attended the mandatory site visits.</td>
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<tr>
<td>A.2.</td>
<td></td>
<td></td>
<td>Provide the Statement of Certifications and Assurances (RFP Attachment 6.1.) completed and signed by an individual empowered to bind the Respondent to the provisions of this RFP and any resulting contract. The document must be signed without exception or qualification.</td>
<td></td>
</tr>
</tbody>
</table>
| A.3.                          |                                        |           | Provide a statement, based upon reasonable inquiry, of whether the Respondent or any individual who shall cause to deliver goods or perform services under the contract has a possible conflict of interest (e.g., employment by the State of Tennessee) and, if so, the nature of that conflict.  

NOTE: Any questions of conflict of interest shall be solely within the discretion of the State, and the State reserves the right to cancel any award. |           |
<p>| A.4.                          |                                        |           | 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.5.                          |                                        |           | Provide an official document or letter from an accredited credit bureau, verified and dated within the last three (3) months and indicating a satisfactory credit rating for the Respondent (NOTE: A credit bureau report number without the full report is insufficient and will not be considered responsive.) |           |</p>
<table>
<thead>
<tr>
<th>Response Page # (Respondent completes)</th>
<th>Item Ref.</th>
<th>Section A— Mandatory Requirement Items</th>
<th>Pass/Fail</th>
</tr>
</thead>
<tbody>
<tr>
<td>A.6.</td>
<td></td>
<td>Provide a statement and list of current references that confirms that the Respondent currently provides a secure, web-based Solution for use at an Examiner Workstation that is cloud-hosted and delivered via a web browser (see Pro Forma Sections A.2.s., A.4.-A.7., and A.8.a.). At least one reference shall provide confirmation that the Respondent has provided a web-based Solution to a customer for a minimum of three (3) years.</td>
<td></td>
</tr>
<tr>
<td>A.7.</td>
<td></td>
<td>Provide a statement and list of current references that confirms that the Respondent currently provides a secure, web-based Solution for use at a Customer Kiosk that is cloud-hosted and delivered via a web browser. (see Pro Forma Sections A.2.n., A.2.s., A.4.-A.7., and A.8.b.).</td>
<td></td>
</tr>
<tr>
<td>A.8.</td>
<td></td>
<td>Provide a statement and list of current references that confirms that the Respondent currently provides, or is capable of providing, a secure, web-based Solution that is cloud-hosted and delivered via a web browser and is performed on an Examiner Workstation that is portable. (see Pro Forma Sections A.2.s. and A.4.-A.7.).</td>
<td></td>
</tr>
<tr>
<td>A.9.</td>
<td></td>
<td>Provide a statement that confirms that the Respondent currently operates a secure credential production facility within the continental United States, as required in Pro Forma Section A.8.d.(11).</td>
<td></td>
</tr>
<tr>
<td>A.10.</td>
<td></td>
<td>Provide a statement and a list of current references that confirms that the Respondent has produced a minimum of one million five hundred thousand governmental-issued identification cards annually for each Reference.</td>
<td></td>
</tr>
<tr>
<td>A.11.</td>
<td></td>
<td>Provide a statement that confirms that the Respondent can provide a configuration that supports hardware that can function independently and over a network (e.g., no hardware shall be daisy-chained where the functionality of one workspace is dependent upon another). (see Pro Forma Section A.7.a.(2)iii.).</td>
<td></td>
</tr>
<tr>
<td>A.12.</td>
<td></td>
<td>Provide a statement that confirms the Respondent’s ability to provide a PCI DSS compliant point of sale, signature, response to questions, and payment capturing device as described in Pro Forma Sections A.2.n., A.2. ee., A.4.a., A.7.a.(2)i.(f), and A.7.a.(4)i.(f).</td>
<td></td>
</tr>
<tr>
<td>A.13.</td>
<td></td>
<td>Provide a statement that confirms the Respondent has experience interfacing its system with other systems to include a content management system and/or a records’ system. (see Pro Forma Section A.4.h).</td>
<td></td>
</tr>
<tr>
<td>A.14.</td>
<td></td>
<td>Provide a statement that confirms the Respondent’s ability to produce a government-issued identification card that meets all of the design components of a State issued Credential. (see Pro Forma Section A.8.d.(7) and Tennessee Code Annotated §§ 55-50-331 and 55-50-407).</td>
<td></td>
</tr>
<tr>
<td>A.15.</td>
<td></td>
<td>Provide a statement confirming that Respondent will provide maintenance and support that is conducted in the United States and as described in Pro Forma Section A.14.</td>
<td></td>
</tr>
<tr>
<td>A.16.</td>
<td></td>
<td>Provide written proof that confirms the Respondent meets or exceeds NASPO standards for providers of security documents, labels, cards, packaging, materials and technology. (see Pro Forma Sections A.4.g. and A.8.d.(1)iii.).</td>
<td></td>
</tr>
<tr>
<td>A.17.</td>
<td></td>
<td>Provide a statement and a list of current references that confirms that the Respondent has a queuing system or a current relationship with a queuing vendor that has provided service in a statewide driver services industry at a level that handles one million five hundred thousand transactions annually.</td>
<td></td>
</tr>
</tbody>
</table>
### TECHNICAL RESPONSE & EVALUATION GUIDE

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

<table>
<thead>
<tr>
<th>Respondent Legal Entity Name:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>RESPONDENT LEGAL ENTITY NAME:</strong></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
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<th>Section B— General Qualifications &amp; Experience Items</th>
</tr>
</thead>
<tbody>
<tr>
<td>B.1.</td>
<td></td>
<td>Detail the name, e-mail address, mailing address, telephone number, and facsimile number of the person the State should contact regarding the response.</td>
</tr>
<tr>
<td>B.2.</td>
<td></td>
<td>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).</td>
</tr>
<tr>
<td>B.3.</td>
<td></td>
<td>Detail the number of years the Respondent has been in business.</td>
</tr>
<tr>
<td>B.4.</td>
<td></td>
<td>Briefly describe how long the Respondent has been providing the goods or services required by this RFP.</td>
</tr>
<tr>
<td>B.5.</td>
<td></td>
<td>Describe the Respondent's number of employees, client base, and location of offices.</td>
</tr>
<tr>
<td>B.6.</td>
<td></td>
<td>Provide a statement of whether there have been any mergers, acquisitions, or change of control of the Respondent within the last ten (10) years. If so, include an explanation providing relevant details.</td>
</tr>
<tr>
<td>B.7.</td>
<td></td>
<td>Provide a statement of whether the Respondent or, to the Respondent's knowledge, any of the Respondent's employees, agents, independent contractors, or subcontractors, involved in the delivery of goods or performance of services on a contract pursuant to this RFP, have been convicted of, pled guilty to, or pled \textit{nolo contendere} to any felony. If so, include an explanation providing relevant details.</td>
</tr>
<tr>
<td>B.8.</td>
<td></td>
<td>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.</td>
</tr>
<tr>
<td>B.9.</td>
<td></td>
<td>Provide a statement of whether there is any material, pending litigation against the Respondent that the Respondent should reasonably believe could adversely affect its ability to meet contract requirements pursuant to this RFP or is likely to have a material adverse effect on the Respondent's financial condition. If such exists, list each separately, explain the relevant details, and attach the opinion of counsel addressing whether and to what extent it would impair the Respondent's performance in a contract pursuant to this RFP. NOTE: All persons, agencies, firms, or other entities that provide legal opinions regarding the Respondent must be properly licensed to render such opinions. The State may require the Respondent to submit proof of license for each person or entity that renders such opinions.</td>
</tr>
<tr>
<td>B.10.</td>
<td></td>
<td>Provide a statement of whether there are any pending or in progress Securities Exchange Commission investigations involving the Respondent. If such exists, list each separately, explain the relevant details, and attach the opinion of counsel addressing whether and to what extent it will impair the Respondent’s performance in a contract pursuant to this RFP. NOTE: All persons, agencies, firms, or other entities that provide legal opinions regarding the Respondent must be properly licensed to render such opinions. The State may require the Respondent to submit proof of license for each person or entity that renders such opinions.</td>
</tr>
<tr>
<td>B.11.</td>
<td></td>
<td>Provide a brief, descriptive statement detailing evidence of the Respondent’s ability to deliver the goods or services sought under this RFP (e.g., prior experience, training, certifications, resources, program and quality management systems, \textit{etc.}).</td>
</tr>
<tr>
<td>Item Ref.</td>
<td>Section B— General Qualifications &amp; Experience Items</td>
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</tr>
<tr>
<td>B.12.</td>
<td>Provide a narrative description of the proposed project team, its members, and organizational structure along with an organizational chart identifying the key people who will be assigned to deliver the goods or services required by this RFP. (see Pro Forma Contract Section A.10.i.)</td>
<td></td>
</tr>
<tr>
<td>B.13.</td>
<td>Provide a personnel roster listing the names of key people who the Respondent will assign to meet the Respondent's requirements under this RFP along with the estimated number of hours that each individual will devote to that performance. Follow the personnel roster with a resume for each of the people listed. The resumes must detail the individual’s title, education, current position with the Respondent, and employment history. (see Pro Forma Contract Section A.10.i.)</td>
<td></td>
</tr>
<tr>
<td>B.14.</td>
<td>Provide a statement of whether the Respondent intends to use subcontractors to meet the Respondent's requirements of any contract awarded pursuant to this RFP, and if so, detail: (a) the names of the subcontractors along with the contact person, mailing address, telephone number, and e-mail address for each; (b) a description of the scope and portions of the goods each subcontractor involved in the delivery of goods or performance of the services each subcontractor will perform; and (c) a statement specifying that each proposed subcontractor has expressly assented to being proposed as a subcontractor in the Respondent's response to this RFP.</td>
<td></td>
</tr>
<tr>
<td>B.15.</td>
<td>Provide documentation of the Respondent’s commitment to diversity as represented by the following: (a) Business Strategy. Provide a description of the Respondent’s existing programs and procedures designed to encourage and foster commerce with business enterprises owned by minorities, women, service-disabled veterans, persons with disabilities, and small business enterprises. Please also include a list of the Respondent’s certifications as a diversity business, if applicable. (b) Business Relationships. Provide a listing of the Respondent’s current contracts with business enterprises owned by minorities, women, service-disabled veterans, persons with disabilities, and small business enterprises. Please include the following information: (i) contract description; (ii) contractor name and ownership characteristics (i.e., ethnicity, gender, service-disabled veteran-owned or persons with disabilities); (iii) contractor contact name and telephone number. (c) Estimated Participation. Provide an estimated level of participation by business enterprises owned by minorities, women, service-disabled veterans, persons with disabilities and small business enterprises if a contract is awarded to the Respondent pursuant to this RFP. Please include the following information: (i) a percentage (%) indicating the participation estimate. (Express the estimated participation number as a percentage of the total estimated contract value that will be dedicated to business with subcontractors and supply contractors having such ownership characteristics only and DO NOT INCLUDE DOLLAR AMOUNTS); (ii) anticipated goods or services contract descriptions; (iii) names and ownership characteristics (i.e., ethnicity, gender, service-disabled veterans, or disability) 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 <a href="https://tn.diversitysoftware.com/FrontEnd/StartCertification.asp?TN=Tn&amp;XID=9810">https://tn.diversitysoftware.com/FrontEnd/StartCertification.asp?TN=Tn&amp;XID=9810</a> for more information. (d) Workforce. Provide the percentage of the Respondent’s total current employees by ethnicity and gender.</td>
<td></td>
</tr>
</tbody>
</table>
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, service-disabled veterans, persons with disabilities, and small business enterprises and who offer a diverse workforce.

B.16. Provide a statement of whether or not the Respondent has any current contracts with the State of Tennessee or has completed any contracts with the State of Tennessee within the previous five (5) year period. If so, provide the following information for all of the current and completed contracts:
   (a) the name, title, telephone number and e-mail address of the State contact knowledgeable about the contract;
   (b) the procuring State agency name;
   (c) a brief description of the contract’s scope of services;
   (d) the contract period; and
   (e) the contract number.

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 RFP 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 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 RFP Attachment 6.4. References that are not completed as required may be deemed non-responsive and may not be considered.

The Respondent will be solely responsible for obtaining fully completed reference questionnaires and ensuring they are emailed to the Solicitation Coordinator or including them in the sealed Technical Response. In order to obtain and submit the completed reference questionnaires follow one of the two processes below.

Written:
   (a) Add the Respondent’s name to the standard reference questionnaire at RFP Attachment 6.4. and make a copy for each reference.
   (b) Send a reference questionnaire and 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.
E-mail:
(a) Add the Respondent’s name to the standard reference questionnaire at RFP Attachment 6.4. and make a copy for each reference.
(b) E-mail the reference with a copy of the standard reference questionnaire.
(c) Instruct the reference to:
   (i) complete the reference questionnaire;
   (ii) sign and date the completed reference questionnaire;
   (iii) e-mail the signed, dated, and completed reference questionnaire directly to the Solicitation Coordinator by the RFP Technical Response Deadline with the Subject line of the email as “[Respondent Name Reference for RFP 34901-01225]”.

**NOTES:**
- The State will not accept late references or references submitted by any means other than the two which are 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 referenced e-mails or sealed reference envelopes included in the Technical Response package, the State reserves the right to confirm and clarify information detailed in the completed reference questionnaires, and may consider clarification responses in the evaluation of references.
- The State is under no obligation to clarify any reference information.

B.18. Provide a statement and any relevant details addressing whether the Respondent is any of the following:
(a) is presently debarred, suspended, proposed for debarment, or voluntarily excluded from covered transactions by any federal or state department or agency;
(b) has within the past three (3) years, been convicted of, or had a civil judgment rendered against the contracting party from commission of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
(c) is presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed above; and
(d) has within a three (3) year period preceding the contract had one or more public transactions (federal, state, or local) terminated for cause or default.

**SCORE (for all Section B—Qualifications & Experience Items above):**
(maximum possible score = 5)

State Use – Evaluator Identification:
TECHNICAL RESPONSE & EVALUATION GUIDE

SECTION C: TECHNICAL QUALIFICATIONS, EXPERIENCE & APPROACH. The Respondent must address all items (below) and provide, in sequence, the information and documentation as required (referenced with the associated item references). The Respondent must also detail the response page number for each item in the appropriate space below. A Proposal Evaluation Team, made up of three or more State employees, will independently evaluate and score the response to each item. Each evaluator will use the following whole number, raw point scale for scoring each item:

<table>
<thead>
<tr>
<th>Score</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>0</td>
<td>little value</td>
</tr>
<tr>
<td>1</td>
<td>poor</td>
</tr>
<tr>
<td>2</td>
<td>fair</td>
</tr>
<tr>
<td>3</td>
<td>satisfactory</td>
</tr>
<tr>
<td>4</td>
<td>good</td>
</tr>
<tr>
<td>5</td>
<td>excellent</td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>Item Ref.</th>
<th>Section C— Technical Qualifications, Experience &amp; Approach Items</th>
<th>Item Score</th>
<th>Evaluation Factor</th>
<th>Raw Weighted Score</th>
</tr>
</thead>
<tbody>
<tr>
<td>C.1.</td>
<td>Provide a narrative that illustrates the Respondent's understanding of the State's requirements and project schedule.</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>C.2.</td>
<td>Provide a narrative that illustrates how the Respondent will complete the scope of services, accomplish required objectives, and meet the State's project schedule.</td>
<td>8</td>
<td></td>
<td></td>
</tr>
<tr>
<td>C.3.</td>
<td>Provide a narrative that illustrates how the Respondent will manage the project, ensure completion of the scope of services, and accomplish required objectives within the State's project schedule.</td>
<td>8</td>
<td></td>
<td></td>
</tr>
<tr>
<td>C.4.</td>
<td>Provide a narrative, and appropriate technical drawings, explaining the proposed placement of Examiner Workstation hardware and peripherals in a Driver Services Center. (see Pro Forma Sections A.7.a.(1) and A.7.a.(2)). At the time of the Oral Presentation, the Respondent shall be required to provide a sample of the actual equipment that shall be utilized. (See RFP Attachment 6.2 – Section D., Item D.1.) The equipment shall be configured in the same manner as if in a Drivers Services Center.</td>
<td>2</td>
<td></td>
<td></td>
</tr>
<tr>
<td>C.5.</td>
<td>Provide a narrative, and appropriate technical drawings, explaining the proposed Customer Kiosk, including the operation and maintenance of the proposed Customer Kiosk (see Pro Forma Sections A.7.a.(4) and A.7.b.). At the time of the Oral Presentation, the Respondent shall be required to provide a sample of the actual equipment that shall be utilized. (see RFP Attachment 6.2 – Section D., Items D.2. and D.3).</td>
<td>7</td>
<td></td>
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</tr>
<tr>
<td>C.6.</td>
<td>Provide a narrative, and appropriate technical drawings, explaining the proposed portable Examiner Workstation, including the operation and maintenance of the proposed portable</td>
<td>3</td>
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</tr>
<tr>
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<tr>
<td>Item Score Evaluation Factor Raw Weighted Score</td>
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<tr>
<td>Examiner Workstation (see Pro Forma Section A.7.a.(3)). At the time of the Oral Presentation, the Respondent shall be required to provide a sample of the actual equipment that shall be utilized. (see RFP Attachment 6.2 – Section D., Item D.4).</td>
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<tr>
<td>C.7. Provide a narrative explaining the proposed configurations for all Contractor provided hardware and peripherals. The narrative shall include the proposed Solution architecture (hardware, operating system, software, firmware, security protocols, etc.).</td>
<td></td>
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<td>6</td>
<td></td>
</tr>
<tr>
<td>C.8. Provide a narrative for the Image Capturing functionality at both an Examiner Workstation and a Customer Kiosk (see Pro Forma Sections A.2.m.(1), A.8.a., and A.8.b.). The narrative shall detail the capturing of the photographic (facial) image and signature point of sale as further described in Pro Forma Sections A.8.a. and A.8.b. The narrative shall also include how the signature pad will allow a user to present documents for review and how user input will be accepted (i.e., checkboxes) as well as how signatures will be accepted.</td>
<td></td>
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<td>7</td>
<td></td>
</tr>
<tr>
<td>C.9. Provide a narrative for the Barcode Reading functionality. The narrative should explain this functionality at both an Examiner Workstation and a Customer Kiosk. (see Pro Forma Sections A.2.m.(2), A.8.a.(2), and A.8.b.).</td>
<td></td>
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<tr>
<td>C.10. Provide a narrative for the Image Verification (Facial Recognition) functionality. (see Pro Forma Sections A.2.m.(3) and A.8.(c.). The narrative shall detail the one-to-one comparison, as well as, the tools used for investigator support. The Respondent shall also provide proof of meeting the ANSI/NIST-IT 1-2011 UPDATE:2015, or current, standard.</td>
<td></td>
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<td>7</td>
<td></td>
</tr>
<tr>
<td>C.11. Provide a narrative for the Document Scanning functionality at an Examiner Workstation. (see Pro Forma Sections A.2.m.(4) and A.8.a.(3)).</td>
<td></td>
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<td>4</td>
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<tr>
<td>C.12. Provide a narrative describing the entire proposed over-the-counter (&quot;OTC&quot;) Credential production process as further described in Pro Forma Section A.8.d.(12). Include technical drawings and process flow diagram(s).</td>
<td></td>
<td></td>
<td>5</td>
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<tr>
<td>C.13. Provide a narrative that summarizes the operational workflow of the Solution. The narrative shall include how it integrates and interfaces with each of the other functionalities in the entire Solution. (see Pro Forma Section A.8).</td>
<td></td>
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<td>8</td>
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<td></td>
<td>C.14.</td>
<td>Provide a narrative that describes the proposed Image Verification initial enrollment, Scrubbing, and ongoing enrollment processes. (see Pro Forma Sections A.8.c.(1)ii. through A.8.c.(1)iv.</td>
<td></td>
<td>4</td>
</tr>
<tr>
<td></td>
<td>C.15.</td>
<td>Provide a narrative that describes how the Respondent shall meet the Credential production requirements as further described in Pro Forma Sections A.8.d.(1) through A.8.d.(12).</td>
<td></td>
<td>6</td>
</tr>
<tr>
<td></td>
<td>C.16.</td>
<td>Provide a narrative that describes the process for updating the firmware (if applicable) and software settings of the Solution and its functionalities.</td>
<td></td>
<td>1</td>
</tr>
<tr>
<td></td>
<td>C.17.</td>
<td>Provide a narrative that describes the reporting tools utilized by the Respondent to produce reports described in Pro Forma Sections A.8. and A.9. The Respondent shall provide examples of these reports produced by these tools.</td>
<td></td>
<td>3</td>
</tr>
<tr>
<td></td>
<td>C.18.</td>
<td>Provide a narrative that describes how the Respondent will meet all training requirements described in Pro Forma Section A.13. and provide samples of training materials.</td>
<td></td>
<td>6</td>
</tr>
<tr>
<td></td>
<td>C.19.</td>
<td>Provide a narrative that describes how the Respondent will integrate all interfaces and components of the proposed Solution as described in Pro Forma Section A.4.h.</td>
<td></td>
<td>5</td>
</tr>
<tr>
<td></td>
<td>C.20.</td>
<td>Provide a narrative that describes how the Respondent will provide a secure, web-based Solution that is 1) cloud-hosted; and 2) delivered by a web browser. The narrative should describe this for both an Examiner Workstation and a Customer Kiosk. (see Pro Forma Sections A.4.a., A.5.a., A.7.b.(3), and A.8.b.(1)xxviii.).</td>
<td></td>
<td>5</td>
</tr>
<tr>
<td></td>
<td>C.21.</td>
<td>Provide a narrative regarding the backup, high availability, and disaster recovery options for the Solution and its functionalities and how these will be used to meet the Solution availability and operation requirements described in Pro Forma Sections A.4.h.(6), A.14.c.(7), and A.14.c.(8).</td>
<td></td>
<td>2</td>
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<tr>
<td></td>
<td>C.22.</td>
<td>Provide a narrative detailing how the Respondent will meet the processing and mailing specifications for the permanent Credential as outlined in Pro Forma Section A.8.d.(10).</td>
<td></td>
<td>3</td>
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<td></td>
<td>C.23.</td>
<td>Provide a narrative detailing how the Respondent will meet the testing requirements</td>
<td></td>
<td>7</td>
</tr>
<tr>
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<td></td>
<td>outlined in <em>Pro Forma</em> Section A.12., particularly the Solution’s ability to perform successfully and error free for ten (10) consecutive business days in an environment that fully and accurately simulates a production environment.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>C.24.</td>
<td></td>
<td>Provide a narrative on how the Respondent secures data while in transit and at rest. Please also describe how the security features of the Solution’s authentication mechanism(s) operate.</td>
<td></td>
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</tr>
<tr>
<td>C.25.</td>
<td></td>
<td>Provide a staffing plan that explains the necessary staff, as well as, roles of these individuals prior to and throughout implementation of the project as per further described in <em>Pro Forma</em> Sections A.10. and A.11.</td>
<td></td>
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</tr>
<tr>
<td>C.26.</td>
<td></td>
<td>Provide a narrative that describes how the Respondent will meet all maintenance and support requirements contained in <em>Pro Forma</em> Section A.14.</td>
<td></td>
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<td>C.27.</td>
<td></td>
<td>Provide a narrative that describes how the Respondent shall maintain an image of a Credential in accordance with Tenn. Code Ann. § 55-50-335(b)(3).</td>
<td></td>
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</tr>
<tr>
<td>C.28.</td>
<td></td>
<td>Provide a narrative that describes the proposed “promote to production” process including development, testing, quality assurance, training, and production. (see <em>Pro Forma</em> Section A.6.b.).</td>
<td></td>
<td></td>
</tr>
<tr>
<td>C.29.</td>
<td></td>
<td>Provide a narrative that describes the planned functionality of a digital driver license. (see <em>Pro Forma</em> Section A.5.b.(3)).</td>
<td></td>
<td></td>
</tr>
<tr>
<td>C.30.</td>
<td></td>
<td>Provide a narrative that describes the complete process of queuing, scheduling appointments, virtual line management, and virtual lobby. The narrative shall include the process performed at a Customer Kiosk as well as the processes performed at an Examiner Workstation. (see Pro Forma Sections A.8.a. and A.8.b.).</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

The Solicitation Coordinator will use this sum and the formula below to calculate the section score. All calculations will use and result in numbers rounded to two (2) places to the right of the decimal point.

**Total Raw Weighted Score:**

\[
\text{Total Raw Weighted Score} = \left( \frac{\text{sum of Raw Weighted Scores above}}{\text{Maximum Possible Raw Weighted Score}} \right) \times 40
\]

(i.e., 5 x the sum of item weights above)

**Maximum Possible Raw Weighted Score**

(maximum possible score)

= **Score:**

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<table>
<thead>
<tr>
<th>Response Page # (Respondent completes)</th>
<th>Item Ref.</th>
<th>Section C—Technical Qualifications, Experience &amp; Approach Items</th>
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<th>Raw Weighted Score</th>
</tr>
</thead>
</table>

**State Use – Evaluator Identification:**

**State Use – Solicitation Coordinator Signature, Printed Name & Date:**
**TECHNICAL RESPONSE & EVALUATION GUIDE**

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

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

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

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

<table>
<thead>
<tr>
<th>RESPONDENT LEGAL ENTITY NAME:</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Oral Presentation Items</th>
<th>Item Score</th>
<th>Evaluation Factor</th>
<th>Raw Weighted Score</th>
</tr>
</thead>
<tbody>
<tr>
<td>D.1. Bring a sample of all proposed Examiner Workstation equipment to show proposed placement within an Examiner’s workspace. (see <strong>Pro Forma</strong> Sections A.7.a.(1) and A.7.a.(2)).</td>
<td>4</td>
<td></td>
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<tr>
<td>D.2. Bring a sample of all proposed Customer Kiosk equipment (i.e., hardware, stand, enclosure). Details and accurate artwork, photos, and dimensions may take the place of actual equipment. (see <strong>Pro Forma</strong> Section A.7.a.(4)).</td>
<td>2</td>
<td></td>
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<tr>
<td>D.3. Demonstrate the full operation of the proposed Customer Kiosk (i.e., barcode reading, image capturing (photographic (facial) image and signature), allowing a user to present documents for review, how user input will be accepted, and accepting payments). (see <strong>Pro Forma</strong> Section A.7.a.(4)).</td>
<td>5</td>
<td></td>
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<tr>
<td>D.4. Bring a sample of all proposed equipment for a portable Examiner Workstation (i.e., hardware, stand, enclosure). Details and accurate artwork, photos, and dimensions may take the place of actual equipment. (see <strong>Pro Forma</strong> Section A.7.a.(3)).</td>
<td>5</td>
<td></td>
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</tr>
<tr>
<td>D.5. Demonstrate the full end-to-end process of completing a Credential (i.e., Respondent must demonstrate all functionalities required of the proposed Solution. (see <strong>Pro Forma</strong> Sections A.2.m. and A.8.).)</td>
<td>4</td>
<td></td>
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</tr>
<tr>
<td>D.6. Demonstrate the following within the proposed Solution: (1) web-based Examiner Workstation application; (2) defined security roles at various levels; (3) logging and tracking process; and (4) transmission of data collected to issue a Credential. (see <strong>Pro Forma</strong> Section A.5.).</td>
<td>3</td>
<td></td>
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</tr>
<tr>
<td>D.7. Demonstrate the Image Capturing functionality at an Examiner Workstation. (see <strong>Pro Forma</strong> Section A.8.a.(1)). The Respondent must separately demonstrate the capturing of the photographic (facial) image and signature point of sale as further described in <strong>Pro Forma</strong> Section A.8.a. The demonstration of a signature pad must include how the signature pad can display text for user review and how user input will be accepted (e.g. checkboxes) as well as how signatures will be accepted.</td>
<td>4</td>
<td></td>
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</tbody>
</table>

RFP # 34091-01225  
Page 33 of 130
**Oral Presentation Items**

<table>
<thead>
<tr>
<th>Item</th>
<th>Raw Score</th>
<th>Evaluation Factor</th>
<th>Raw Weighted Score</th>
</tr>
</thead>
<tbody>
<tr>
<td>D.8</td>
<td>Demonstrate the Barcode Reading functionality at an Examiner Workstation. (see <em>Pro Forma</em> Section A.8.a.(2)).</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>D.9</td>
<td>Demonstrate the Image Verification (Facial Recognition) functionality. (see <em>Pro Forma</em> Section A.8.c.). The Respondent must separately demonstrate the one-to-one comparison, as well as, the tools used for investigator support.</td>
<td>4</td>
<td>4</td>
</tr>
<tr>
<td>D.10</td>
<td>Demonstrate the Examiner Workstation Document Scanning functionality. (see <em>Pro Forma</em> Section A.8.a.(3)).</td>
<td>4</td>
<td>4</td>
</tr>
<tr>
<td>D.11</td>
<td>Demonstrate the process of an over-the-counter (&quot;OTC&quot;) Credential production. (see <em>Pro Forma</em> Section A.8.d.(12)).</td>
<td>5</td>
<td>5</td>
</tr>
<tr>
<td>D.12</td>
<td>Demonstrate the functionality and use of a digital driver license. (see <em>Pro Forma</em> Section A.5.b.(3)).</td>
<td>5</td>
<td>5</td>
</tr>
<tr>
<td>D.13</td>
<td>Demonstrate the complete process of queuing, scheduling appointments, virtual line management, and virtual lobby at an Examiner Workstation and a Customer Kiosk. (see <em>Pro Forma</em> Sections A.8.a. and A.8.b.).</td>
<td>5</td>
<td>5</td>
</tr>
</tbody>
</table>

**Total Raw Weighted Score** *(sum of Raw Weighted Scores above):*

The Solicitation Coordinator will use this sum and the formula below to calculate the score. Numbers rounded to two (2) places to the right of the decimal point will be standard for calculations.

\[
\text{total raw weighted score} \times 25 = \text{SCORE:} \\
\text{(i.e., 5 x the sum of item weights above)}
\]

**State Use – Evaluator Identification:**

**State Use – Solicitation Coordinator Signature, Printed Name & Date:**
COST PROPOSAL & SCORING GUIDE

NOTICE: THIS COST PROPOSAL MUST BE COMPLETED EXACTLY AS REQUIRED

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

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

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

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

<table>
<thead>
<tr>
<th>RESPONDENT SIGNATURE:</th>
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<tbody>
<tr>
<td>PRINTED NAME &amp; TITLE:</td>
</tr>
<tr>
<td>DATE:</td>
</tr>
<tr>
<td>Cost Item Description</td>
</tr>
<tr>
<td>-----------------------</td>
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<tr>
<td></td>
</tr>
<tr>
<td>Solution Planning (includes Initiation Phase), Designing, Development, and Implementation Phases (see Pro Forma Section A.11.)</td>
</tr>
<tr>
<td>Software licensing and Software Maintenance and Support (see Pro Forma Sections A.14. and C.3.e.)</td>
</tr>
</tbody>
</table>

**TOTAL EVALUATION COST AMOUNT** (sum of evaluation costs above):

The Solicitation Coordinator will use this sum and the formula below to calculate the Cost Proposal Score. Numbers rounded to two (2) places to the right of the decimal point will be standard for calculations.

\[
\text{lowest evaluation cost amount from all proposals} \times 30 = \frac{\text{evaluation cost amount being evaluated}}{(\text{maximum possible score})}
\]

State Use – Solicitation Coordinator Signature, Printed Name & Date:
REFERENCE QUESTIONNAIRE

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

The Respondent will be solely responsible for obtaining completed reference questionnaires as required (refer to RFP Attachment 6.2., Technical Response & Evaluation Guide, Section B, Item B.17.).
RFP # 34901-01225 REFERENCE QUESTIONNAIRE

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

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

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

- complete this questionnaire (either using the form provided or an exact duplicate of this document);
- sign and date the completed questionnaire; and follow either process outlined below:

  Physical
  - seal the completed, signed, and dated questionnaire in a new standard #10 envelope;
  - sign in ink across the sealed portion of the envelope; and
  - return the sealed envelope containing the completed questionnaire directly to the reference subject.

  E-Mail
  - e-mail the completed questionnaire to the Solicitation Coordinator, Lindsey Lattner at lindsey.lattner@tn.gov.

(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.

<table>
<thead>
<tr>
<th>NAME:</th>
</tr>
</thead>
<tbody>
<tr>
<td>TITLE:</td>
</tr>
<tr>
<td>TELEPHONE #</td>
</tr>
<tr>
<td>E-MAIL ADDRESS:</td>
</tr>
</tbody>
</table>

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

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

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

1  2  3  4  5

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

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

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

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

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

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

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

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

1 2 3 4 5
least satisfied most satisfied

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

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

1 2 3 4 5

least satisfied most satisfied

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

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

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

1 2 3 4 5

least satisfied most satisfied

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

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

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

DATE:
<table>
<thead>
<tr>
<th>SCORE SUMMARY MATRIX</th>
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<tbody>
<tr>
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<tr>
<td>RESPONDENT NAME</td>
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<td>RESPONDENT NAME</td>
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<td>RESPONDENT NAME</td>
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<tr>
<td></td>
</tr>
<tr>
<td><strong>GENERAL QUALIFICATIONS &amp; EXPERIENCE</strong></td>
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<tr>
<td>(maximum: 5)</td>
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<tr>
<td>EVALUATOR NAME</td>
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<td>EVALUATOR NAME</td>
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<tr>
<td>REPEAT AS NECESSARY</td>
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<tr>
<td>AVERAGE:</td>
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<tr>
<td><strong>TECHNICAL QUALIFICATIONS, EXPERIENCE &amp; APPROACH</strong></td>
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<td>(maximum: 40)</td>
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<tr>
<td>EVALUATOR NAME</td>
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<tr>
<td>EVALUATOR NAME</td>
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<tr>
<td>REPEAT AS NECESSARY</td>
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<td>AVERAGE:</td>
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<td></td>
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<tr>
<td><strong>ORAL PRESENTATION</strong></td>
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<td>(maximum: 25)</td>
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<tr>
<td>EVALUATOR NAME</td>
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<tr>
<td>EVALUATOR NAME</td>
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<td>REPEAT AS NECESSARY</td>
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<td>AVERAGE:</td>
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<tr>
<td><strong>COST PROPOSAL</strong></td>
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<td>(maximum: 30)</td>
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<tr>
<td>SCORE:</td>
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<tr>
<td><strong>TOTAL RESPONSE EVALUATION SCORE:</strong></td>
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<td>(maximum: 100)</td>
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</table>

*Solicitation Coordinator Signature, Printed Name & Date:*
RFP # 34901-01225 PRO FORMA CONTRACT

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

*fee-for-goods or services contract with an individual, business, non-profit, or governmental entity of another state*

<table>
<thead>
<tr>
<th>Begin Date</th>
<th>End Date</th>
<th>Agency Tracking #</th>
<th>Edison Record ID</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td>34901-01225</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Contractor Legal Entity Name</th>
<th>Edison Vendor ID</th>
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<tbody>
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</tbody>
</table>

**Goods or Services Caption** (one line only)

**Contractor**

- [ ] Contractor

**CFDA #**

**Funding**

<table>
<thead>
<tr>
<th>FY</th>
<th>State</th>
<th>Federal</th>
<th>Interdepartmental</th>
<th>Other</th>
<th>TOTAL Contract Amount</th>
</tr>
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<tbody>
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</table>

**TOTAL:**

**Contractor Ownership Characteristics:**

- [ ] Minority Business Enterprise (MBE):
  - [ ] African American
  - [ ] Asian American
  - [ ] Hispanic American
  - [ ] Native American
  - [ ] Woman Business Enterprise (WBE)
  - [ ] Tennessee Service Disabled Veteran Enterprise (SDVBE)
  - [ ] Disabled Owned Business (DSBE)
  - [ ] Tennessee Small Business Enterprise (SBE): $10,000,000.00 averaged over a three (3) year period or employs no more than ninety-nine (99) employees.
  - [ ] Government
  - [ ] Non-Minority/Disadvantaged
  - [ ] Other:

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

- [ ] Competitive Selection

  The competitive Request for Proposals solicitation process was used for this Contract.

- [ ] Other

**Budget Officer Confirmation:** There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.

**Speed Chart (optional)**

**Account Code (optional)**
CONTRACT
BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF SAFETY AND HOMELAND SECURITY
AND
CONTRACTOR NAME

This Contract, by and between the State of Tennessee, Department of Safety and Homeland Security (“State”) and Contractor Legal Entity Name (“Contractor”), is for the provision of Credential Production, Issuance, and Management Solution, 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. Definitions. Definitions shall be as follows and as set forth in the Contract:

a. “AAMVA” is the American Association of Motor Vehicle Administrators.

b. Account Administrator is an individual who has the ability to configure and manage end users as well as manage roles for access to the Solution.

c. Active Directory is the State’s consolidated list of domain users, with controlled permissions assigned to each user.

d. “ALIST” is the Automated License Issuance System for Tennessee and is the system of Driver Services records currently in place for the State of Tennessee.

e. American National Standards Institute (“ANSI”) is a private non-profit organization that oversees the development of voluntary consensus standards for products, services, processes, systems, and personnel in the United States.

f. Breeder Documentation includes an identification document such as a birth certificate, marriage certificate, and social security document used by identity thieves to obtain, or breed, a new security document such as a driver license.

g. Central Issuance is the process through which all Credentials are produced at a centralized credential production facility. (see Section A.8.d.)

h. Communication Management Plan is a document prepared by the Contractor and approved in writing by the State that shall define the information and communication needs of State designated personnel, including those who need access to specific Solution and/or project related information, when information is needed, and how the information shall be provided to the State on a weekly or monthly basis. The Communication Management Plan includes updates to reflect current information, completed tasks since the last report, identification of upcoming key activities, planned activities for the next scheduled period, and other information as described in Section A.10.j.
i. Comprehensive Project Management Plan is a document prepared by the Contractor and approved in writing by the State that shall define how a project is to be executed, monitored, and controlled as described in Section A.10.

j. Configuration Management Plan is a document prepared by the Contractor and approved in writing by the State that shall define the Contractor’s approach for version control of all deliverables, including changes to the project’s requirements, software, databases, and other documentation. The plan shall not include the State’s infrastructure.

k. Credential is any form of identification issued by the State, including driver license, photo identification license, and handgun carry permit.

l. Credential Designs are the different templates used to create a Credential. These templates can include a minimum of the Credential classifications, layout, and schematics.

m. Credential Production, Issuance, and Management Solution (“Solution”) is a complete issuance solution comprised of functionalities to include: Image Capturing, Barcode Reading, Document Scanning, Customer Kiosk, Image Verification (Facial Recognition), and Credential Production:

(1) Image Capturing is the process of capturing an individual’s photo, signature, and supporting identification verification data (birth certificate, passport, proof of citizenship, proof of residency, etc.);

(2) Barcode Reading is the process of utilizing an electronic device to read a variety of information, including the information contained within the barcode printed on the back of a Credential, an application that has been generated online, the Transaction ID Number, and an inventory control number;

(3) Document Scanning is the process of scanning and organizing scanned documents prior to moving the documents to FileNet;

(4) Customer Kiosk is as defined in Section A.2.n. and described in Section A.8.b.;

(5) Image Verification (Facial Recognition) is the process of using a computer application capable of uniquely identifying or verifying an applicant by comparing and analyzing patterns based on an applicant’s facial contours extracted from a photographic (facial) image; and

(6) Credential Production is the process used to create and produce Credentials.

n. Customer Kiosk is a kiosk that shall be located at a DSC, Third Party Partner location, and/or External Outlet. The Customer Kiosk shall be comprised of self-contained hardware that contains an (integrated) camera, scanner, printer, and a PCI DSS compliant point of sale device capable of capturing signature, payment, and response to questions, as well as, displaying customer data for the purposes of verification. A Customer Kiosk is also a free standing touch screen device that may have a printer built in or as an accessory and be capable of printing tickets for service. (see also Section A.8.b.).

o. Data Management Plan is a document prepared by the Contractor and approved in writing by the State that shall outline how data shall be handled during a project, as well as, after a project is completed. The plan takes into consideration data conversion, data management, metadata generation, data preservation, and analysis before a project begins to ensure that data is well-managed during the project and prepared for preservation in the future.
p. DL/ID Card Design Standard ("CDS") is developed by the AAMVA Card Design Standard committee made up of jurisdictional and federal government members. The CDS provides guidelines for the design of driver licenses ("DL") and identification ("ID") cards and its intent is to improve the security of the DL/ID cards and the level of interoperability among cards issued by all North American jurisdictions.

q. Driver Services Centers ("DSCs") are locations within the State where members of the general public can go to complete the processes required to Credentials.

r. DSC Examiner, or "Examiner" are State personnel working in DSCs, whose roles include completing Transactions that update drivers’ records in ALIST, administering knowledge testing exams, and issuing Credentials.

s. Examiner Workstation shall be comprised of a computer, keyboard, mouse, and monitor(s) provided by the State. The term "Examiner Workstation" when used for a Customer Kiosk is hardware provided and maintained by the Contractor as specified in this Contract. Examiner workspace, as discussed in Section A.7.a., may contain hardware that is provided by both the State and the Contractor.

t. Executive Steering Committee ("ESC") is a committee made up of State designated personnel that shall decide on the priorities or order of business for the State in conjunction with managing the general course of operations, including this project, for the State.

u. External Outlets are alternative locations selected by the State at which there is a Customer Kiosk that individuals can utilize to complete particular Transactions without the need to go to a DSC or a Third Party Partner location.

v. FileNet is the State’s current enterprise content management system.

w. Hold Queue is a temporary pause in service between two (2) Transactions in order for the customer to perform a necessary function of a testing requirement such as the knowledge test or the skills test.

x. ICAO is the International Civil Aviation Organization, a United Nations specialized agency that works with member states and industry groups to reach consensus on international civil aviation standards and recommended practices and policies in support of a safe, efficient, secure, economically sustainable and environmentally responsible civil aviation sector. The ICAO’s standards for identification photographs include but are not limited to those related to size, background, and lighting.

y. Implementation and Installation Management Plan is a document prepared by the Contractor and approved in writing by the State that shall identify the goals and objectives (both short and long-term), lists the project tasks, timetables, defines roles and responsibilities, outlines the budget and necessary resources, and lists any assumptions related to the project.

z. Interim Credential is a plain paper document, printed at the point of Transaction, which is both a Transaction receipt and evidence of a driving privilege only, and shall be valid for ninety (90) calendar days from issuance until a permanent Credential is received.

aa. Issue and Resolution Action Plan is a document prepared by the Contractor and approved in writing by the State that shall document the Contractor’s approach for the recording, resolution, management, and electronic storage of reported issues, or Defects, as part of the Contractor’s Comprehensive Project Management Plan. The issue log, or equivalent, shall have a minimum of the following fields: issue date, reported by, issue
title, issue description, priority (critical, high, medium, or low), due date, and resolution date.

bb. Maintenance and Support Management Plan is a document prepared by the Contractor and approved in writing by the State that shall clarify how the Contractor shall provide the maintenance and support as further described in Section A.14.

c. Master Project Work Plan is a document prepared by the Contractor and approved in writing by the State that shall include all known tasks, duration estimates, and resource loading for the duration of the project, including the critical path timeline in order to successfully meet the deliverables’ and milestones’ expectations. The Master Project Work Plan shall be maintained by the Contractor, with any required assistance from State designated personnel throughout the project.

dd. Operations Management Plan is a document prepared by the Contractor and approved in writing by the State that shall include change management process, patch management (if necessary), version control processes that include application software, operating system, database, application server software, Solution documentation updates, data access documentation, updates, and other related information.

ee. Payment Card Industry Data Security Standard (“PCI DSS”) is an information security standard for organizations that handle branded credit cards from major card schemes.

ff. Project Charter is a statement of the activities, objectives, and participants in a project.

gg. Project Management Institute (“PMI”) is a global nonprofit professional organization for the project management profession and has globally recognized standards, certification programs, and academic and market research programs.

hh. Quality Management Plan is a document created by the Contractor and approved in writing by the State that shall show respective responsibilities and planned activities regarding project quality as described in Section A.10.h.

ii. REAL ID Act of 2005 (“REAL ID”) is a federal law that established minimum security standards for license issuance and production and prohibits Federal agencies from accepting, for certain purposes, driver licenses and identification cards from states not meeting the Act’s minimum standards. A driver license or identification license that meets the Act’s standards will be needed, at a time established by the federal government, for accessing certain Federal buildings, entering nuclear facilities, and boarding commercial flights within the United States.

jj. Resource Management Plan is a document created by the Contractor and approved in writing by the State that shall identify key personnel and project team members with an organizational chart and shall describe how the Contractor will organize and deploy the project team as described in Section A.10.i. The Resource Management Plan shall also identify roles, responsibilities, and availability of all project staff, including any subcontractors. (see Section A.11.e.).

kk. Risk Management Plan is a document prepared by the Contractor and approved in writing by the State that shall define the process to identify, analyze, prioritize, plan, and monitor any type of risks (e.g., security, hardware, resource, etc.) that can negatively impact the overall project timeline up to implementation of the Solution.

ll. Scrub means to amend or remove data in a database that is incorrect, incomplete, improperly formatted, obsolete or duplicated.
mm. Solution Administrator is an individual who is responsible for the configuration of the Credential Production, Issuance, and Management Solution.

nn. Solution Hardware is hardware associated with a Customer Kiosk and hardware within an Examiner’s workspace or other location at which the Solution is implemented. (see Sections A.7.a., A.14.c.(8), A.14.c.(11), and A.14.e.).

oo. Spares shall mean an inventory of replacement parts and Solution Hardware maintained on hand by the Contractor for the life of the Contract.

pp. Tennessee Business Solutions Methodology (“TBSM”) is based on the Project Management Body of Knowledge (“PMBOK”) framework and is used by the State for initiating, planning, executing, monitoring, managing, and closing information technology projects.

qq. Test Management Plan is a document created by the Contractor and approved in writing by the State that shall detail the testing requirements, which are the activities, schedule, dependencies, risks, and contingencies, assumptions, and assigned resources with roles and responsibilities required to conduct testing as further described in Section A.12. These testing requirements shall be completed during pre- and post-implementation.

rr. Third Party Partners are alternative resources utilized by the State in accordance with Tenn. Code Ann. § 55-50-331(a) which authorizes the State to contract with others for the provision of any service related to the issuance, examination, and renewal of driver licenses subject to applicable contracting statutes and regulations.

ss. Training Management Plan is a document prepared by the Contractor and approved in writing by the State that shall detail the objectives, requirements, strategy, and tools and techniques that shall be utilized by the Contractor to carry out training prior to, throughout, and post implementation. The Training Management Plan shall also contain a task responsibility matrix to clarify which training will be conducted by specific Contractor personnel, as well as, track the completion of any required training.

tt. Transaction is any process associated with the production and issuance of a Credential.

uu. Transaction ID is a security measure that is a unique Solution-generated number that follows the overall course of the production and issuance of a Credential. It provides the State with the date, location (DSC, Third Party Partner location, or External Outlet), and time of issuance of a Credential associated with each applicant.

A.3. Data Ownership and Data Use.

a. Data Ownership. Data created and managed by the State and used by the Contractor in the performance of services under this Contract shall remain the sole property of the State. The Contractor shall not keep, store, review, share, distribute, print, or reference any data except as expressly defined in this Contract.

b. Data Use. Use of data by the Contractor shall be expressly limited to as needed for the performance of services under this Contract. The Contractor may at times view or access individual records and State configuration details for the purpose of preventive maintenance or diagnosis and resolution of Solution problems or user support issues. The Contractor and anyone having access to the data is strictly prohibited from selling the data or transferring the data to any third party. This prohibition includes any use of the data on an aggregated or individual basis. All personally identifiable information (“PII”) shall be encrypted during transmission as well as at-rest.
A.4. **Contractor’s Responsibilities.** The Contractor shall meet the following requirements:

a. The Contractor shall provide a secure, web-based Solution — hosted by the Contractor on a PCI compliant, State approved government cloud — that is accessed securely over a network, as well as, supporting documentation related to the configuration, system architecture, and overall use (i.e., user guides, technical manuals, system architecture drawings, etc.) for the Solution that shall be fully implemented with all functionalities and interfaces within eighteen (18) months of the Effective Date of this Contract.

b. The Contractor shall, throughout the Term, provide all software necessary for the operation of the Contractor’s Solution, and shall grant the State, throughout the Term, licensing rights for all software necessary for the operation of the Contractor’s Solution at no additional cost to the State.

c. The Contractor shall, throughout the Term, keep all software necessary for the operation of the Contractor’s Solution patched and up-to-date, including keeping all third-party software components, operating systems, and middleware on a version that is fully patched and up-to-date and fully supported by its manufacturer. Further, the Contractor shall ensure that its products are up-to-date so they can work fully (patched and up-to-date) with Solution peripherals, including working with FileNet upgrades, operating system upgrades, and middleware upgrades.

d. The Contractor shall provide the State, within thirty (30) calendar days of the Effective Date of the Contract, a copy of its security procedures for the Credential Production Facility for review and approval by the State. The Contractor shall ensure the following:

   (1) Restrict access to only authorized, approved users to prevent improper access to the Solution or physical area where permanent Credentials are being produced.

e. The Contractor shall, at all times, ensure and maintain the security of the Solution by taking appropriate measures to include the following:

   (1) The Contractor shall not allow any direct or indirect access to data to anyone except those individuals designated and approved by the State.

f. The Contractor may be an “information holder” under the terms of Tenn. Code Annotated § 47-18-2107, and as such, the Contractor’s actions shall be governed by that law. Security measures must be in place at multiple levels to protect against the loss, misuse, and alteration of the data managed by the Contractor, if applicable:

   (1) Physical Security – Physical access to the Contractor’s environment is limited to only authorized personnel and secured by multi-level access authorization throughout the facility;

   (2) Network Security – The Contractor employs intrusion detection and prevention systems to protect and monitor all services running in its environment. The Contractor and approved third-party vendors may conduct security vulnerability testing as warranted and within the maintenance window;

   (3) Data Security – All State data residing on the Contractor’s equipment are backed up regularly and stored at a secure secondary location located in the continental United States, if needed; and

   (4) Browser-level Security – Transport Layer Security (“TLS”) encryption protects server authentication information and data transferred between the State and the Contractor.
The Contractor shall meet or exceed the National Association of State Procurement Officials ("NASPO") standards (see https://www.naspo.org) for providers of security documents, labels, cards, packaging, materials and technology throughout the Term of the Contract.

The Contractor shall, with input from the State and State-contracted personnel, configure, develop, and implement the Contractor’s Solution as needed to interface with various systems to include, but not be limited to, ALIST and FileNet, as approved by the State by completing the following:

1. The Contractor shall create a real-time interface with ALIST, which utilizes and supports available and emerging standards as proposed by the AAMVA. These include, at a minimum, Extensible Markup Language ("XML"), the National Information Exchange Model’s ("NIEM") current standards, Structured Query Language ("SQL"), and System Object Access Protocols ("SOAPs") to: 1) fully support all Examiner Workstation Transactions and Customer Kiosk Transactions, queuing, scheduling appointments, virtual line management, virtual lobby, and other functions; and 2) ensure ALIST continues to effectively share data and information with other law enforcement and public safety agencies, courts, and other state and federal departments as required;

2. The Contractor shall create a real-time interface with FileNet to transmit images and Breeder Documentation for storage in FileNet and retrieve images and Breeder Documentation as needed;

3. Any interfaces created by the Contractor shall be non-proprietary, encrypted, and shall become property of the State upon creation;

4. The Contractor shall use industry standard encryption protocols including, but not limited to, HTTPS, SSH, and TLS. Any protocols shall be approved in writing by the State;

5. If the Contractor fails to maintain these real-time interfaces (i.e., does not upgrade when there is an upgrade to the ALIST or FileNet), the Contractor shall give the State a pro-rated service credit towards the monthly software maintenance and supports costs each month the upgrade is not made; and

6. The Contractor shall ensure that these real-time interfaces are operational 99.999% of the time calculated on a twenty-four (24) hours a day, seven (7) days a week, 365 days a year (with the exception of leap years) basis. In the event this real-time interface operational target is not met, the Contractor shall give the State a pro-rated service credit toward the monthly software maintenance and support costs.

A.5. **Solution Requirements.**

a. The Contractor’s Solution shall be a secure, web-based Solution hosted by the Contractor. The Solution shall at all times comply with the State’s Enterprise Information Technology and Security Policies (https://www.tn.gov/finance/strategic-technology-solutions/strategic-technology-solutions/sts-security-policies.html) and the AAMVA standards as adopted in Tennessee.

b. Components, Credentials, software applications, and services provided by the Contractor shall utilize the AAMVA best practices, including the following:
(1) Cards used for Credentials must be AAMVA conformant cards that are uniform, secure, interoperable, and satisfy requirements of the United States Department of Homeland Security;

(2) Cards must pass the AAMVA card durability tests and meet the usage profile requirements determined by the State. The final “loaded up” cards, not just the substrate, must perform satisfactorily. Written results of the AAMVA card durability tests, and written documentation showing that the requirements of the usage profile have been met, must be submitted to the State. The Contractor’s self-tests are not acceptable; and

(3) A mobile driver license (or digital driver license) product must comply with AAMVA MDL Guidelines and ISO/IEC 18013-5 – and ISO/IEC 18013-6 when that standard is released – to provide a secure, trustable, digital Credential that is interoperable and accepted by other states and international travel. The Contractor’s self-certification is not acceptable.

c. The Solution shall have a fully scalable, configurable, and customizable architecture designed to allow incremental changes in capacity and functionality.

d. The Solution shall be role-based and rights-based according to the State designated personnel’s job role.

e. The Solution shall integrate with the State’s Active Directory.

f. The Solution shall track and log all activities by creating an embedded date and timestamp of any Transaction (i.e., add, change, delete, view) which initially records or updates any information in the record, file, or database. The Solution shall log, at minimum, the following:

   (1) The user account of the person originating the Transaction; and

   (2) The internet protocol (IP) address from where the Transaction originated.

g. The Solution shall have the capacity and capability to annually process a minimum of one million five hundred thousand (1,500,000) Credentials.

h. The Solution shall meet the requirements of Tennessee Code Annotated Title 55, Chapter 50, Part 3.

i. The Contractor shall work with the State as needed for data conversion, transfer, and/or migration of existing and/or historical data. This shall include Breeder Documentation, applicant signatures, photographic (facial) images, and any Credential-related documents.

j. The Solution shall have a response time averaging two (2) seconds or better, and never more than a three (3) second response time for all online activities. The State reserves, in the State’s sole discretion, the right to waive, in writing, this response time metric. Response time is defined as the amount of time between pressing the “return” or “enter” key or depressing a mouse button and receiving a data-driven response on the screen – not just a message or other indicator that a response is forthcoming. The response time shall be measured under either actual or simulated deployment conditions for worst-case network performance conditions at all locations (DSCs, Third Party Partner locations, External Outlets, and Customer Kiosks). The State and its network services provider have extensive network monitoring and diagnostic capabilities that enable the State to isolate network issues that can cause slow response times. The Contractor will not be
held responsible for performance problems that have been determined by the State, using State diagnostics, to be network issues.

**k.** The Solution shall interface (become certified) with the State-designated merchant services provider for all credit card transactions and shall be PCI compliant. If the Contractor is not currently certified with the State-designated merchant services provider, certification shall be completed within sixty (60) calendar days from this Contract’s begin date or as otherwise agreed to in writing by the Contractor and the State. If during the Term of this Contract the State-designated merchant services provider contract is terminated, the Contractor shall become certified to process electronic commerce ("eCommerce") transactions with the State's subsequent merchant services provider within sixty (60) calendar days after notification by the State of the change in a merchant services provider.

All interfaces and certifications with the State-designated merchant services provider(s), including upgrades or new versions, must be supported by the Contractor at the Contractor’s expense.

The Solution shall accept Visa, MasterCard, Discover Card, American Express credit cards, and bank credit cards backed by any of these cards. The Solution shall only allow credit card types approved by the State for credit card or bank card transactions. All credit card transactions shall be securely processed through the Solution and shall undergo on-line verification prior to the completion of a Transaction. The Contractor is responsible for notifying customers for any credit card declines. The Contractor shall tender reconciliation reports in a form and format that are acceptable to the State.

The following is applicable if the Solution is storing payment card data:

The Contractor shall provide the State with the PCI DSS (or its successor) compliance letter and annual Report on Compliance ("ROC") as set for in the PCI transaction table (below) as applicable. The Contractor shall also provide the State with copies of quarterly network scans performed by an Approved Scan contractor ("ASV"). The Contractor shall provide the State this documentation within thirty (30) calendar days of its receipt from the card associations or the ASV.

**PCI transaction table:**

**Level 4:** This level is for small businesses processing less than twenty thousand (20,000) eCommerce transactions and less than one million (1,000,000) other transactions each year. Level 4 businesses are required to complete an annual risk assessment using the appropriate PCI Self-Assessment Questionnaire ("SAQ"). Quarterly PCI scans, administered by an approved scanning vendor, may also be required.

**Level 3:** The mid-sized companies at this level range between twenty thousand (20,000) and one million (1,000,000) transactions annually. These businesses must complete an annual risk assessment using the appropriate SAQ. Quarterly PCI scans, administered by an approved scanning vendor, may also be required.

**Level 2:** Companies at Level 2 conduct anywhere between one million (1,000,000) and six million (6,000,000) transactions annually. These companies must conduct a risk assessment each year using the appropriate SAQ. Quarterly PCI scans, administered by an approved scanning vendor, may also be required.

**Level 1:** This is the level of major corporations and “big box” stores. Companies at this level have a minimum of six million (6,000,000) transactions per year. These companies must have an annual internal audit conducted by a qualified PCI auditor. Quarterly PCI scans, administered by an approved scanning vendor, may also be required.
A.6. **Solution Architecture.**

a. The Contractor shall provide a technical data flow diagram of the Solution to the State within thirty (30) calendar days of the final Comprehensive Project Management Plan. (see also Section A.10.)

b. The Contractor shall provide a training/testing environment that mirrors the State’s implementation of the Solution in the production environment. The Contractor shall interface these defined multi-environments with the State’s corresponding environments (e.g., ALIST test environment, FileNet test environment) to ensure that end-to-end operation can be conducted on such platforms. The Contractor shall document these defined multi-environments and these processes in the Configuration Management Plan that is created by the Contractor and approved in writing by the State.

c. The State, in its sole discretion, may conduct penetration testing or other security reviews in the Solution’s production environment. The Contractor shall be required to fix any discrepancies identified by the State within an allotted time to be determined by the State.

A.7. **Hardware, Software, and Network Requirements.**

a. **Hardware Requirements.**

(1) **Responsibility for Examiner Hardware.** The State shall be responsible for providing the Examiner Workstations utilized by State designated personnel onsite at the State’s facilities. The State reserves the right to add, change, reconfigure, consolidate, or eliminate hardware at any time to meet the best interests of the State;

(2) **Responsibility for Hardware within an Examiner’s Workspace.** With the exception of Examiner Workstation hardware provided by the State, the Contractor shall be responsible for providing all hardware within an Examiner’s workspace. Each workspace within a DSC, Third Party Partner location, and External Outlet shall be comprised of individual Examiner Workstations and Contractor provided hardware.

Hardware within an Examiner’s workspace shall also include everything needed for the operation of the hardware, including but not limited to everything needed for any mounting of hardware, cables, power supplies (including surge protectors and uninterruptible power supply (“UPS”) devices), cradles, stands, locks and keys for theft prevention, etc., as well as, peripherals, and consumables (e.g., toner, ribbon, etc.) at DSCs, Third-Party Partner locations, and External Outlets as further described in Attachments Two, Three, Five, and Six. All Contractor-provided hardware shall meet or exceed Americans with Disabilities Act requirements. No finance leases, rent-to-own leases, any lease agreement involving a financial institution, or agreement structured as a loan shall be allowed under this Contract. No separate additional lease agreements, clickwrap agreements or posting of terms and conditions on the Internet by Contractor may be required by Contractor and shall be null and void.

i. In addition to the above, hardware within an Examiner’s workspace shall, at a minimum, include:

(a) Camera;

(b) Document scanner;

(c) Barcode reader;
(d) A printer capable of producing receipts, Interim Credentials, and pre-populated documents related to Credential issuance (i.e., motor voter registration form);

(e) Backdrop;

(f) A PCI DSS compliant point of sale device capable of capturing signature, payment, and response to questions, as well as, displaying customer data for the purposes of verification;

(g) A printer capable of producing a permanent Credential and pre-populated documents related to Credential issuance (i.e., motor voter registration form) for the limited State locations that produce over the counter (“OTC”) Credentials;

ii. The Contractor shall provide enough consumables for all DSCs and Third Party Partner locations to facilitate continued operations of all locations based on the daily average of issuance and renewals of Interim Credentials throughout the State (see Attachment Four). During periods of expected high volume usage, the Contractor shall accommodate the State by providing additional consumables, if necessary (see Section A.14.c.(11)ii.); and

iii. Workspace Requirements. Each workspace within a DSC and a Third Party Partner location shall be comprised of individual Examiner Workstations and network-accessible Contractor provided hardware.

(a) Hardware shall function independently and be accessible over a network. No hardware shall be daisy-chained where the functionality of one workspace is dependent upon another;

(3) Responsibility for Portable Examiner Workstation. The Contractor shall be responsible for providing a portable Examiner Workstation that is comprised of everything within the Examiner’s workspace (see above), but can be packed up and transported from place to place. The Contractor shall also be responsible for consumables used in the operation of these Portable Examiner Workstations (see above).

(4) Responsibility for Customer Kiosks. In addition to hardware within an Examiner’s workspace, the Contractor shall also be responsible for Customer Kiosks located at DSCs, Third Party Partner locations, and External Outlets. (see also Section A.8.b.)

Customer Kiosks shall have the ability to be both permanently and temporarily bolted. The Contractor shall also provide everything needed for the operation of the Customer Kiosks, including but not limited to everything needed for the bolting of the Customer Kiosk, cables, power supplies (including surge protectors and uninterruptible power supply (“UPS”) devices), locks and keys for theft and protection, etc., as well as, peripherals, and consumables (e.g., toner, paper, etc.) at DSCs, Third-Party Partner locations, and External Outlets as further described in Attachments Two, Three, Five, and Six. All Contractor-provided hardware shall meet or exceed Americans with Disabilities Act requirements. No finance leases, rent-to-own leases, any lease agreement involving a financial institution, or agreement structured as a loan shall be allowed under this Contract. No separate additional lease agreements, clickwrap agreements or posting of terms and conditions on the Internet by Contractor may be required by Contractor and shall be null and void.
i. In addition to the above, Customer Kiosks shall include all of the following:

(a) User interface component(s) for data entry and viewing;
(b) Mechanism to provide ICAO compliant photograph;
(c) Mechanism to scan documents;
(d) Mechanism to read barcodes;
(e) Mechanism capable of printing receipts, Interim Credentials, and pre-populated documents related to Credential issuance (i.e., motor voter registration form);
(f) A PCI DSS compliant point of sale mechanism, or device, capable of capturing signature, payment, and response to questions, as well as, displaying customer data for the purposes of verification; and

ii. The Contractor shall provide enough consumables for all Customer Kiosk locations to facilitate continued operations of all locations based on the daily average of issuance and renewals of Interim Credentials throughout the State (see Attachment Four). During periods of expected high volume usage, the Contractor shall accommodate the State by providing additional consumables, if necessary (see Section A.14.c.(11)ii.);

(5) Post Implementation Hardware Requirements. The State may require the Contractor to install or move hardware and associated consumables to support changes in DSC issuance volumes and changes in DSC, Third Party Partner locations, and External Outlets. The State shall provide a minimum of five (5) business days’ notice to the Contractor that a DSC, Third Party Partner, and/or External Outlet will require a change in the quantity or location of hardware and consumables. The Contractor shall meet the following requirements:

i. Coordinate with State designated personnel;

ii. Perform all work to move and install the hardware and consumables according to the schedule specified by the State;

iii. Perform all on-site installation activities after DSC, Third Party Partner, and External Outlet operational hours, unless otherwise agreed upon by the State; and

iv. Remove and dispose of any debris associated with the move and installation of all hardware and consumables.

b. Software Requirements.

(1) The Contractor shall, throughout the Term, provide all software necessary for the operation of the Contractor’s Solution, and shall grant the State, throughout the Term, licensing rights for all software necessary for the operation of the Contractor’s Solution at no additional cost to the State;

(2) The Contractor shall, throughout the Term, keep all software necessary for the operation of the Contractor’s Solution patched and up-to-date, including keeping
all third-party software components, operating systems, and middleware on a version that is fully patched and up-to-date and fully supported by its manufacturer. Further, the Contractor shall ensure that its products are up-to-date so they can work fully (patched and up-to-date) with Solution peripherals, including working with FileNet upgrades, operating system upgrades, and middleware upgrades;

(3) **Browser Based Applications**: Browser-based applications shall be able to operate on State approved web browsers, and support all current releases and all future versions of the most popular web browsers (i.e., Edge, Internet Explorer, Chrome, and Safari) supported by the originating providers of those web browsers (i.e., Microsoft, Google, and Apple). TLS shall be used for encrypting all connections between the browser and a host environment; and

(4) **Software-as-a-Service ("SaaS").** The Contractor shall meet the following requirements:

i. Provide an estimated up-time or Solution availability guarantee of 99.999% calculated on a twenty-four (24) hours a day, seven (7) days a week, 365 days a year (with the exception of leap years) basis, including full Solution redundancy to ensure the availability requirement. In the event the up-time or Solution availability target is not met, the Contractor shall give the State a pro-rated service credit toward the monthly software maintenance and support costs;

ii. Submit a plan for vulnerability scanning for State approval on all Solution components and perform initial vulnerability scanning and validate mitigation actions prior to placing any new or modified Solution or component in production;

iii. Provide disaster recovery capabilities to fail over to a second data center. All disaster recovery shall occur solely within the continental United States;

iv. Be ISO 9000 (process) and ISO 27000 (security) certified;

v. Have industry-certified staff available for the administration, management, and monitoring of the Solution Monday through Saturday 6:00 am Central Time to 6:00 pm Central Time (see Sections A.11.e.(3) and A.14.);

vi. Utilize load balancing technologies to ensure that requests for services may be balanced across several servers;

vii. Have procedures and software/hardware available to back-up all systems on a regular basis;

viii. Provide back-up and recovery services to recover failed systems or to retrieve data for other purposes. The frequency and type of back-up performed will be defined by the State;

ix. Provide physical and virtual tape back-up and recovery services. All back-up and recovery activities shall be logged. The Contractor shall provide exports of the log data to State designated personnel on demand. All back-up, recovery, and media logs shall be available upon request to State designated personnel;
x. Have in place provisions for off-premise media storage and provide retrieval times. All storage shall occur solely within the continental United States;

xi. Provide service level agreement ("SLA") agreement offerings for backup, restore, and recovery services (including Recovery Time Objective ("RTO") and Recovery Point Objective ("RPO") values in accordance with Section E.9.d.) to be approved by the State;

xii. Notify, in writing, State designated personnel immediately upon discovery or suspicion of security incidents, unauthorized access to Solution components, and/or customer record disclosure in the SaaS environment;

xiii. Report, in writing, to State designated personnel any malicious code incidents experienced in relation to the Solution within twenty-four (24) hours from the time the Contractor has knowledge of the incident;

xiv. Acknowledge and agree that all Solution data is and remains the sole property of the State;

xv. Immediately notify, in writing, State designated personnel in the event of any system failure and any loss of service and the estimated time to restore full service;

xvi. Provide, upon Contract termination or upon request of the State, all Solution data in non-proprietary format, such as XML, along with the system data dictionary; and provide assistance in transferring customer data to the State or a third party designated by the State at no charge to the State;

xvii. Protect Solution audit logs from modification or deletion and provide the Solution audit logs to the State upon request;

xviii. Retain Solution audit logs for at least one (1) year or as required by the State’s record retention policies;

xix. Provide a comprehensive disaster recovery/business continuity plan detailing the process for continued operations and performance of critical business functions in the event of an unscheduled service disruption regardless of the duration. All disaster recovery shall occur solely within the continental United States (see Section E.10.d.);

xx. Ensure that the operating systems and databases are up-to-date with the latest security patches on a timely basis (i.e., critical security patches must be applied immediately while medium-risk security patches must be applied within thirty (30) days of release;

xxi. Ensure that if any State data is to be stored, it shall be stored within the continental United States; and

xxii. Provide a report, in writing, to State designated personnel when the Solution or any component of the Solution will not be available during the State’s business hours. The report shall outline the impact of such unavailability (i.e., customers waiting for service when the unavailability occurs) and be transmitted to each affected service location within five (5) minutes of unavailability.
c. Network Requirements.

(1) The Solution may utilize State network resources sufficient to meet the business need, but network utilization shall not be such that other State systems would malfunction. The State reserves the right to add, change, reconfigure, consolidate, or eliminate network resources at any time to meet the best interests of the State.

A.8. Solution Functionality. The Contractor shall provide a Solution that includes the following functionalities:

a. Credential Issuance within an Examiner’s workspace.

(1) Image Capturing. The Contractor shall provide hardware and software to allow for the capture of an accurate reproduction of the applicant’s signature and photographic (facial) image, as well as, conform to the following:

i. General Requirements:

(a) All hardware shall fit within existing Examiner workspace at each DSC;

(b) Create and produce reports in accordance with Section A.9.;

(c) Be capable of tracking and logging all image capture activities; and

(d) Be capable of storing, transmitting, retrieving, sharing, and indexing signatures and photographic (facial) images that have been time and date stamped at capture. Further, image capturing shall allow for photographic (facial) images to be annotated with text and graphics without altering or destroying the original image;

ii. Photographic (facial) images:

(a) Manage the camera for tilt, zoom, horizontal, and vertical positioning, distance, and variations in lighting to ensure accuracy in capturing the photographic (facial) image;

(b) Capture a color photographic (facial) image of applicant’s full facial head above the shoulders;

(c) Automatically center, crop, and align the image once captured;

(d) Photographic (facial) image shall be sufficiently detailed to allow the Image Verification (Facial Recognition) process to compare the most recently captured image to the previous image on the customer account;

(e) Allow the photographic (facial) image to be manually cropped and corrected by State designated personnel; and

(f) Allow the photographic (facial) image to be viewed and verified by State designated personnel after image capture, and re-captured if necessary;
iii. Signature and Payment Capture:

(a) Capture the applicant's signature;

(b) The device used to capture the signature shall allow for the collection of answers to State-designated questions (i.e., organ donor, voter registration);

(c) Allow the applicant to view the signature and clear and re-sign if the signature is unacceptable; and

(d) Accept credit or debit card payment using hardware and software that is compliant with current Payment Card Industry Data Security Standards (PCI DSS); payment card chips and payment card magnetic stripes must be able to be read; touchless mobile pay options (i.e., Apple pay, Google pay) shall be available and shall, at a minimum, accept Visa, Mastercard, American Express, Discover, and pre-paid payment cards;

(2) Barcode Reading. The Contractor shall provide barcode readers that shall be utilized for Barcode Reading. Further, the Contractor shall:

i. Ensure that the information contained within the barcode can be transmitted into the ALIST;

ii. The barcode reader shall scan unencrypted one-dimensional (“1-D”) and two-dimensional (“2-D”) barcodes to capture the information in order to populate data fields;

iii. The State shall determine the final data elements during the design phase; however, the preferred data elements include the following:

(a) Customer given names and/or customer family name;
(b) Date of birth;
(c) Physical description (sex, eye color, height (in inches));
(d) Document issue date;
(e) Document expiration date;
(f) Jurisdiction-specific restriction codes;
(g) Jurisdiction-specific endorsement codes;
(h) Jurisdiction-specific vehicle class;
(i) Federal commercial vehicles codes; and
(j) Document discriminator; and

iv. Hardware Requirements and Functionality. The barcode reader device shall meet the following requirements:

(a) The barcode reader device shall be a handheld, light-weight device and have a desktop stand or cradle in which the barcode reader can be stored when not in use. However, the barcode reader device shall be operational when either held or placed in the desktop stand or cradle; and

(3) Document Scanning. The Contractor shall provide hardware and software to allow for the capture of Credential applications and supporting documentation included with a Credential application, as well as, the following:

i. The ability to upload all scanned items to FileNet for storage;
ii. The ability to retrieve all scanned items from FileNet;

iii. The ability to provide controls to allow designated State personnel to accept or reject images created when documents are scanned;

iv. The ability to provide a means of automatic adjustment of contrast and brightness levels, with the ability to automatically crop image to a uniform size for various size documents;

v. The ability to provide an automated document clean-up including blank page detection, border removal, de-skew, de-speckle, line/streak removal, and image lightening/darkening/sharpening, and re-scanning to correct improperly imaged documents;

vi. The ability to be capable of tracking and logging, for reporting purposes, all scanning activities to determine if any scans were rejected or improperly scanned;

vii. The ability to maintain different capture settings and capture flows for different types of documents, as well, as single documents and multi-page documents; and

viii. Create and produce reports in accordance with Section A.9.

b. Customer Kiosk. (see also Attachment Seven)

   (1) General Requirements. Each Customer Kiosk shall meet the following requirements:

i. A Customer Kiosk shall operate in either “Attended Mode” (when there is an Examiner that can provide in-person assistance) or “Unattended Mode” (when there is no one to provide in-person assistance). When in “Attended Mode”, a customer shall have the opportunity to request in-person assistance from an Examiner at any time when using the Customer Kiosk; this feature shall be configurable to allow State designated personnel to designate “Attended Mode” or “Unattended Mode” at any time for any Customer Kiosk;

ii. A Customer Kiosk shall not display any Contractor branding and shall only have State branding as approved by the State; advertising of any form is strictly prohibited;

iii. When a Customer Kiosk is idle (not being used), the screen shall display State-approved content, including accepted payment methods for using the Customer Kiosk;

iv. Allow customers to provide immediate feedback of their experience by asking four (4) or (5) questions, determined by the State, that can be quickly answered. Customer feedback shall be optional, not required. State designated personnel shall be able to tie the feedback to a particular Transaction, ticket number, and Examiner;

v. All hardware and software shall include monitoring capabilities to alert Contractor technical support staff of failures and errors;

vi. All hardware, including any components, must be newly manufactured (less than one (1) year old in age calculated from date of manufacture of
hardware). If any hardware or component needs to be replaced within the Contract Term and the same hardware or component is no longer available, a compatible component may be provided upon written approval of the State;

vii. Operate on standard electrical power. Power cords must be equipped with three-prong plugs and be connected to a power source via a suitable surge protection device;

viii. Include a Local Area Network (LAN) interface and use ethernet copper for network and internet connectivity;

ix. Support State-supplied wireless devices (i.e., 4G- and 5G-capable);

x. Be freestanding and come complete with a housing, accessories, and applicable signage; all hardware that is accessible to customers shall be securely mounted and contained within the housing;

xi. Allow access to internal components to facilitate maintenance. The access panel must be lockable and require a key to open. All sub-assemblies must be mounted so they can be easily removed and installed without special tools. Cooling airflow must be provided to all components requiring cooling;

xii. Be capable of interacting and exchanging information, as needed, with other components of the State’s ALIST or other systems to determine the Transactions any particular customer is eligible to conduct at a Customer Kiosk and then completing the Transactions being conducted. Known system interfaces include, but are not limited to, the driver license system (ALIST); Active Directory; card production; and credit card processing;

xiii. The Contractor shall provide all appropriate licensing rights to the State for all software necessary for the operation of a Customer Kiosk;

xiv. Operate in compliance with the State of Tennessee’s Technology Architecture Standards, the State of Tennessee Enterprise Information Security Policies and Standards, the State of Tennessee’s Acceptable Use Policy; Network Access Rights and Obligations, and other related policies and standards of the State of Tennessee’s Strategic Technology Solutions (STS) group within the Tennessee Department of Finance and Administration (see https://www.tn.gov/finance/strategic-technology-solutions/strategic-technology-solutions/sts-security-policies.html);

 xv. Be touch screen capable;

xvi. Interact with the 1-D and 2-D barcode scan capabilities and be able to read 1-D and 2-D barcodes as needed to capture the information in order to populate data fields;

xvii. Printers, whether freestanding or a part of the Customer Kiosks, shall be capable of printing on non-proprietary paper and shall have the ability to print both a ticket and a receipt as determined by the State. The State shall have the ability to view, edit, create, and modify the displayed text, images, and layout of the ticket and receipt;
xviii. Screens, functions, and reports shall be accessible through role-based assignments with a minimum of at least three (3) access levels consisting of State designated personnel (i.e. Examiners, managers, and system administrators);

xix. Support user account and user right management and employ and enforce group/role-based access control for rights within the administration console, and enable State designated personnel to maintain the configured roles and access controls with Contractor assistance after implementation;

xx. Support decentralized hierarchical administrator roles with a top level administration and ability to delegate specific functions to lower level administrators (example: top level administrators with full access and ability to delegate specific functions to lower level administrators);

xxi. Allow State designated personnel to establish the number of Customer Kiosks; the number of Examiner Workstations; the opening time of each station; the closing time of each station; and the maximum service time when the service queue will automatically close;

xxii. Allow the configuration of service categories to be specific to a location (i.e., a branch) – not all locations provide the same services and customers should not see services that are not provided at the location where the customer is wanting to receive service;

xxiii. Track and report data related to system access, customer visits (i.e., which Examiner provided the service, date of service, time of service, etc.) and administrative actions or configuration changes (i.e., add, delete, edit) made by State designated personnel;

xxiv. Data storage format and encryption routines shall not be proprietary and shall be capable of being used by State designated personnel as needed to integrate data with existing systems;

xxv. Provide on-line, real-time viewing and printing of any report at all locations and provide the ability to export data into a CSV file format, and export reports to MS Excel and PDF;

xxvi. Provide State designated personnel access to dashboards and reports through any internet-connected device (tablet, cellphone, etc.) without being logged onto the State’s network;

xxvii. Generate daily, weekly, monthly, and annual reports as requested by the State (see also Section A.9.). Reports shall cover Transactions (i.e., number of Transactions and average Transaction time) and wait times (i.e., total wait times, average wait time, and wait time for each customer) (see also Sections A.8.b.(4)xiii. and A.8.b.(4)xiv.);

xxviii. Support the current release and all future versions of the most popular web browsers (i.e., Edge, Internet Explorer, Chrome, and Safari) supported by the originating providers of those web browsers (i.e., Microsoft, Google, and Apple). TLS shall be used for encrypting all connections between the browser and the host environment;

xxix. Be maintained in a manner that includes, but is not limited to the following:
(a) Running on a current, manufacturer-supported operating system at all times (at time of implementation and as operating systems evolve throughout the Contract Term);

(b) Detection and correction of hardware and software system errors and maintaining the system operational uptime and recovery from system failures;

(c) Replacing hardware to ensure system operational uptime and recovery from system failures; the Contractor shall provide new hardware, defined as hardware that is less than one (1) year old in age calculated from date of manufacture of hardware;

(d) Troubleshooting and diagnosing reported errors and maintaining a test environment to aid in the troubleshooting and diagnosing of reported errors;

(e) Conducting regression testing on any maintenance and support fixes prior to installing or implementing the upgrades into production;

(f) Performing quarterly system diagnostic and data reviews to advise the State on Transaction completion (or Transaction adoption) and the reduction of incomplete Transactions; and

(g) Performing preventative maintenance, including but not limited to hardware inspection relative to operation (cleaning of air ducts and air filters; ensuring all cables are connected, checking the media ports, and cleaning the computer and monitor) as well as software inspection relative to operation (reviewing system logs for hardware errors, cleaning out system cache and temporary files, reviewing free disk space, reviewing application logs, and performing regular and scheduled system drive checks);

(2) Components. The quantities of each component will vary depending on the size of a DSC – a small DSC will have less than a medium DSC which will have less than a large DSC. The Contractor shall work with the State to determine quantities and the final decision shall be at the discretion of the State. The State reserves the right to delete or add DSCs and modify quantities at any time during the Contract Term. Each Customer Kiosk shall consist of items described in Section A.7.a(4);

(3) Transactions. The following describes the functionality of a Customer Kiosk relative to Transactions:

i. Customer Access and Eligibility. A Customer Kiosk shall provide a check-in feature (available for “Attended Mode” and “Unattended Mode”). The check-in feature is not restricted to customers wanting to see an Examiner. The feature shall serve as a means of determining which Transactions the person is eligible to conduct and display only those Transactions as well as determining whether a partial Transaction exists for the customer and displaying what is needed to complete the Transaction. The check-in feature will distinguish between ‘new’ customers (those not holding a Tennessee issued Credential) and ‘existing’ customers (those holding a Tennessee issued Credential). Using a bar code scanner, existing customers shall have the option of scanning the bar code located on the back of a Credential,
which when read will capture personal information and enter captured information into the check-in queue. Information captured will then be transmitted to the ALIST, where customer information shall be validated and the check-in time shall be recorded for wait calculations. New customer information shall be passed to the ALIST as a means of establishing an initial record — however, at a minimum, each customer will be assigned a unique number that, when entered into the ALIST will provide the means to pull check-in entry times for storage in the ALIST;

ii. Provide a sign-in or ‘welcome’ page with, at a minimum, five (5) fields of data, with each required field clearly marked as required (i.e., the use of a symbol, the words ‘required field’, and/or the word ‘required’);

iii. Provide visual and audible instructions to guide an applicant through all necessary steps to conclude a Transaction; the audio portion shall be adjustable and configurable to include custom phrases as designated by the State;

iv. Customers must be able to indicate whether they are a new customer or an existing customer, which will then take the customer to the next step in the process based on their response; however, this should also take into consideration the location of the customer — not all locations offer the same services and a customer should not see services that are not offered at where the customer is seeking service;

v. Display an error message when required information is missing or has not been provided;

vi. Display helpful hints when data is typed in an invalid format;

vii. Transmit existing customer identification data that was entered by the customer (or scanned with a barcode reader) at the sign-in or ‘welcome’ page to the ALIST to check identify and receive a response; if the identity check fails, an error message shall be displayed;

viii. Once the eligible Transactions are displayed for a customer, the customer shall be able to start a Transaction and finish it through to completion or stop at any given point and have the partially completed Transaction stored in the ALIST for later completion;

ix. If a customer stops a Transaction before completing the Transaction, the customer shall be able to ask for Examiner assistance (only available in "Attended Mode") — if the customer asks for Examiner assistance, the customer shall be entered into the appropriate queue of the DSC or other External Outlet depending upon what is needed to complete the Transaction. If the customer does not want to have assistance, the Transaction shall remain a partial Transaction and the customer shall be able to request an appointment at a scheduled time in the future (available in both "Attended Mode" and "Unattended Mode"); if available appointment times are not acceptable to the customer, walk-in options should be displayed so the customer is aware of these and knows when he or she can complete the partial Transaction; appointments and walk-in options to complete a partial Transaction shall be within a State-determined number of days that shall be configurable by State designated personnel;
x. Automatically capture the customer's photo;

xi. Conduct International Civil Aviation Organization (ICAO) image quality checks;

xii. Perform one-to-one (1:1) facial verification with the previous image on record and conduct a behind-the-scenes agreement or disagreement; if disagreement occurs, the customer shall be notified that he or she is being entered into the appropriate queue of the DSC or other External Outlet for an in-person interaction with an Examiner; If the customer does not want to have an in-person interaction with an Examiner, the Transaction becomes a partial Transaction and the customer shall be able to request an appointment at a scheduled time in the future (available in both “Attended Mode” and “Unattended Mode”); if available appointment times are not acceptable to the customer, walk-in options should be displayed so the customer is aware of these and knows when he or she can conduct a Transaction; appointments and walk-in options to conduct a Transaction shall be within a State-determined number of days that shall be configurable by State designated personnel;

xiii. Scanning of documentation, other than an existing Credential, shall not be conducted at a Customer Kiosk; if a customer has documentation that needs to be scanned, he or she will be notified that an in-person interaction with an Examiner is needed and the customer will be entered into the appropriate queue of the DSC or other External Outlet for an in-person interaction with an Examiner and the Transaction will become a partial Transaction; if the customer does not want to have an in-person interaction with an Examiner, the Transaction will remain as a partial Transaction and the customer shall be able to request an appointment at a scheduled time in the future (available in both “Attended Mode” and “Unattended Mode”); if available appointment times are not acceptable to the customer, walk-in options should be displayed so the customer is aware of these and knows when he or she can conduct a Transaction; appointments and walk-in options to conduct a Transaction shall be within a State-determined number of days that shall be configurable by State designated personnel;

xiv. Accept credit or debit card payment using hardware and software that is compliant with current Payment Card Industry Data Security Standards (PCI DSS); payment card chips and payment card magnetic stripes must be able to be read; touchless mobile pay options (i.e., Apple pay, Google pay) shall be available and shall, at a minimum, accept Visa, Mastercard, American Express, Discover, and pre-paid payment cards;

xv. Cash or checks shall not be accepted at a Customer Kiosk; however, if a customer wants to pay by cash or check, the customer shall be notified that he or she is being entered into the appropriate queue of the DSC or other External Outlet for an in-person interaction with an Examiner to complete the Transaction; If the customer does not want to have an in-person interaction with an Examiner, the Transaction shall become a partial Transaction and the customer shall be able to request an appointment at a scheduled time in the future (available in both “Attended Mode” and “Unattended Mode”); if available appointment times are not acceptable to the customer, walk-in options should be displayed so the customer is aware of these and knows when he or she
can conduct a Transaction; appointments and walk-in options to conduct a Transaction shall be within a State-determined number of days that shall be configurable by State designated personnel;

xvi. Provide a touch screen keyboard for the customer’s entry of data, name, and new address;

xvii. Scan the barcode from the customer’s current driver license or state identification license;

xviii. Print an Interim Credential on standard thermal or non-proprietary paper; and

xix. Allow customers to provide immediate feedback of their experience by asking four (4) or five (5) questions, determined by the State, that can be quickly answered. Customer feedback shall be optional, not required. State designated personnel shall be able to tie the feedback to a particular Transaction, ticket number, and Examiner; and

(4) Queuing, Virtual Line Management, Scheduling Appointments, and Virtual Lobby. The following describes the functionality of a Customer Kiosk relative to queuing, virtual line management, and scheduling appointments:

i. Queuing shall consist of a comprehensive customer flow solution that allows, in all locations, a numbering system in order to form a service queue and a virtual line management system that, at a minimum, does the following:

(a) eliminates the need of physically standing in line;

(b) enables customers to use their cell phones, a computer, or the Customer Kiosk to get in a virtual line to receive service;

(c) enables customers to receive instant feedback as to estimated wait time and notifies customers when they are within a prescribed time for service;

(d) processes a minimum of ten thousand (10,000) customer service interactions statewide per day without interruption during State business hours; and

(e) measures and reports information on an hourly, daily, weekly, monthly, and yearly basis by user, station, branch, district, and statewide using parameters established by the State (see also Sections A.8.b.(4)xiii., A.8.b.(4)xiv., and A.9.);

ii. The Contractor shall provide a pre-production environment in which State designated personnel are able to test the functionalities of this feature without being in the production environment. The test environment shall be able to process no less than three hundred (300) customer service interactions per hour based on peak hours of business;

iii. The Contractor shall provide a web interface (i.e., a secured JavaScript Object Notation (“JSON”) Representational State Transfer (“REST”) Application Programming Interface (“API”) with appropriate methods to retrieve the information), approved in writing by the State, to the State of Tennessee’s main website (https://www.tn.gov) to provide customers
with current wait time information by branch office location and Transaction type as well as additional branch information such as open/close days, hours of operations, and services provided for each of the branch locations;

iv. Customers will be able to view the wait times at selected Driver Service Centers via the State’s web site. Utilizing text (SMS), web, voice, or a Customer Kiosk, customers shall be placed in a queue based on the type of Transaction the customer is conducting. State designated personnel shall be allowed to configure notifications sent to customers (i.e. notification to the customer of his or her place in the queue and the estimated wait time for the requested service). Customers shall be allowed to request additional time or remove themselves from a queue;

v. Customers shall be able to be sent SMS text messages that provide estimated wait times, inform them within a configurable amount of minutes when it is their turn to receive services, warn them if their estimated wait time has changed, and notify them of the need to check-in when they arrive at the DSC or other location for service;

vi. Entry into the queue shall be by voice, text (SMS), web, or a Customer Kiosk; if by web, registration shall be on any web-enabled device such as mobile, tablet, or laptop;

vii. Multiple family members shall be able to use the same telephone number when entering themselves into a queue;

viii. Entry into a queue shall be customizable by DSC;

ix. Information regarding the queue shall be provided in such a way as to allow customers to be called to designated counters in accordance with the State’s management prioritization plan, including:

(a) Provide information about the changing mix of the queue and customer wait times;

(b) Enable State designated personnel to monitor the real-time data and determine when certain service categories have a large number of customers waiting or when the wait time is becoming excessive in any of the service categories;

(c) Provide a management utility tool to enable State designated personnel to automate the creation and manipulation of the queue;

(d) Provide approximate wait time data for customers specific to each of the DSC locations via a web site, including live lobby status at any location and for all open locations;

(e) Provide customers with the ability to monitor the number of persons in the queue by service category, the longest running wait time of those in the queue by service category, and the estimated wait time of those in the queue;

(f) Provide customers with, prior to arriving at a DSC and checking in, the ability to put themselves in a queue, remove themselves
from a queue, and put themselves back into a queue after removal;

(g) Print a ticket when a customer checks in for service at a DSC; each ticket shall include, at a minimum, the branch location name, unique ticket number, customer name, current date and time, Transaction type(s) of service (service category) requested, and estimated wait time; and ticket numbers shall not be duplicated within a given business day and a given branch location;

(h) Electronically display, at a central location or multiple locations within the DSC, the ticket number being called and the location at which the service will be provided; Motor Vehicle Network (“MVN”) displays are to be used where possible and the current number being called shall appear at the top of the list and be distinguishable from the previous tickets called. Signage monitors must identify each location where services are to be provided and must direct customers to a specific location by displaying the ticket number to be served next at that location. Messages to be displayed must be configurable by State designated personnel;

(i) Have an audible message to alert customers which number is ready for service and the location at which the service will be provided;

(j) Allow customers to provide immediate feedback of their experience by asking four (4) or (5) questions, determined by the State, that can be quickly answered. Customer feedback shall be optional, not required. State designated personnel shall be able to tie the feedback to a particular Transaction, ticket number, and Examiner;

x. Customizable user defined fields are required to allow for the inclusion of all necessary fields for the State to meet functional, audit, and reporting requirements; field-level validation shall be incorporated to limit the possibility of data entry or manual update errors;

xi. Interfacing with the MVN displays located in State-designated DSCs is required. Adequate audio must be provided independent of the MVN and must be adjustable at the DSC. Signage shall be provided with the capability to be easily mounted on the existing counter space or overhead by hanging from the ceiling as well as wall-mounted. This signage shall be digital with the ability to be programmed for necessary changes by State designated personnel. Any necessary cabling and connections for this signage shall be nonproprietary and be readily available, with standardized computer/telephone style connectors. Monitors shall be mounted and visible to customers seated in the DSC;

xii. Examiner Functionality. Examiners shall have the ability to view the various wait times of persons in the queue and Examiners shall be able to be associated with multiple DSCs, not just one DSC. Examiners shall have a browser-based view of the queues for all service categories and be able to call the next ticket based on the order established according to business rules, including:
(a) Being able to call a specific ticket number from an established list;

(b) Being able to call a returning customer from the same business day to complete a Transaction that had been interrupted;

(c) Being able to call tickets based on priorities other than first-in/first-out;

(d) Being able to move a customer from one queue to another;

(e) Being able to auto-call the next customer based on parameters and role-based configurations determined by the State;

(f) Being able to place a customer into a Hold Queue when working with various Transactions and this feature shall be able to accurately track and calculate wait time for various Transactions. The Hold Queue wait time shall be calculated by adding initial wait time and hold queue wait time for a sum of total wait time for the entire Transaction;

(g) Being able to call a ticket number out of turn (i.e., not in sequential order);

(h) Being able to call and re-call a customer any number of times if the customer did not show up when called. This feature must be able to be configured and turned ‘off’ or ‘on’ by each DSC;

(i) Being able to establish or set the counter number upon log in each day; Examiners shall be able to place themselves in an ‘idle’ or ‘closed’ status; and

(j) Being able to notate all customers left in a queue at closing and being able to automatically remove customers from the queue at closing;

xiii. Reports and Data Analysis. The tracking, storing, and reporting of various data is required and shall be included. Customer service information, Transactions, and wait times shall be measured and reported per hour, per day, per week, per month, and per year by user, by Examiner Workstation, by branch, by district, and statewide. Data reflecting user generated information such as log on/log off/idle activity shall be captured and available for reports. A dashboard displaying a visual presentation of real-time data for all DSCs shall be included. Filters shall be provided to view data by specific stations, by district, and/or by service category. The dashboard shall display current waiting customers by service category; current wait times by service category; and Transaction times by service category.

(a) The Contractor shall provide the ability for the State to customize reports that, at a minimum, show:

(i) total number of customers entering a DSC;

(ii) total wait times;
(iii) average wait times and average wait time per customer;

(iv) minimum and maximum wait times;

(v) average Transaction time and average Transaction time for each customer; and

(vi) minimum and maximum Transaction time;

(b) Customer data to be tracked, stored, and reported includes at a minimum the following information:

(i) Number of customers that have arrived;

(ii) Arrival time for each customer;

(iii) Number of customers waiting;

(iv) Number of 'no shows' (customers who did not show up);

(v) Number of customers served;

(vi) Service category selected by each customer; and

(vii) Examiner workstation number where each customer was served.

(c) A report shall also contain and display the date of service, the time a ticket was generated, wait time, Transaction time, and the service category;

(d) Wait time data to be tracked, stored, and reported includes at a minimum the following information:

(i) Real wait time for each customer;

(ii) Real wait time by service category;

(iii) Real wait time by Transaction type;

(iv) Real wait time by Examiner;

(v) Real wait time by DSC;

(vi) Real wait time by DSC district;

(vii) Real wait time by region of the state; and

(viii) Real wait time statewide (real wait time for the whole state).

(e) Data to be tracked, stored, and reported for both Examiner Workstations and Customer Kiosks includes, at a minimum, the following information:
(i) Number open at a given time during the day;

(ii) Active time;

(iii) Idle time (e.g., time between customers);

(iv) Number of customers served; and

(v) Statewide data (all combined).

(f) Examiner activity data to be tracked, stored, and reported includes at a minimum the following information:

(i) Number of Transactions at a given time during the day;

(ii) Active time for each Examiner;

(iii) Idle time (e.g., time between customers) for each Examiner;

(iv) Number of customers served by each Examiner; and

(v) Processing, or service, time for each Examiner by Transaction.

(g) ‘Walk-outs’ and ‘no-shows’ shall be identified and excluded from certain reports (i.e., exclude where Transaction took less than thirty (30) seconds from reporting or assign a ‘no-show’ status to tickets);

(h) State designated personnel shall be able to set schedules and the reports shall dynamically calculate service time based on the set schedules and customers currently in the queue;

(i) Workloads (i.e., number of customers, types of Transactions, etc.) shall be able to be forecasted either daily, weekly, and monthly based on historic transactional data from prior periods;

(j) A dashboard shall display a visual presentation of real-time and historic data for selected locations or districts and service category. Data to be displayed includes:

(i) current and average customer wait times by queue and/or Transaction type (service category);

(ii) number of customers waiting by queue;

(iii) longest wait times;

(iv) actual and average Transaction processing time by queue and/or Transaction type (service category);

(v) total number of customers served;

(vi) total number of customer Transactions by service category;
(vii) number of 'open', 'closed', 'active' Examiner Workstations;

(viii) Examiner logged in to a station;

(ix) Current ticket called for service;

(x) Current Transaction time of ticket at Examiner Workstation;

xiv. Management and administrative functionality including a management console and dashboard.

(a) Within the State's administrative offices, data to be displayed shall be displayed collectively for all locations and by each location, and this functionality shall meet the following requirements:

(i) Be remotely monitored and centrally managed;

(ii) Aggregate and house data in a central location for reporting and monitoring purposes from any location;

(iii) Have a dashboard that must be accessible remotely for monitoring and reporting purposes;

(iv) Be remotely accessed for diagnostic, operational, and supervisory functionalities and requirements;

(v) Have a real-time display to view current operational status for all Examiners, Examiner Workstations, External Outlets, and DSCs collectively and individually;

(vi) Display the number of customers waiting collectively (throughout Tennessee) and individually (at each DSC);

(vii) Display the number of Examiner Workstations open;

(viii) Display the total number of customers served;

(ix) Display the number of customers served per service category;

(x) Display the wait time per customer;

(xi) Display the wait time by service category;

(xii) Display the wait time for each Examiner Workstation;

(xiii) Display Examiner activity;

(xiv) Display the total wait time for each DSC;

(xv) Display the total wait time statewide;
(xvi) Provide statistics for State designated personnel to be able to optimize business operations based on existing, past, and predictive data;

(xvii) Select, view, and report data by time period, service category, Examiner, and by Examiner Workstation;

(xviii) Display data in numerical and/or graphic form on a color display monitor as well as be printed in both black and white and color;

(xix) Reports of malfunctions shall occur on a daily, weekly, and monthly basis. These reports shall document the occurrences of outages;

(xx) Print data for any time period (i.e., hourly, daily, weekly, monthly, and annually) at any time without compromising system operation;

(xxi) Automatically print and e-mail designated reports, as determined by the State, at pre-set times (i.e., daily, weekly, and monthly);

(xxii) Capture and store statistics at least every five (5) minutes to ensure that if a system malfunction occurs, a minimum amount of data is lost (i.e., number of waiting customers, waiting time, number of open Examiner Workstations, and time of day);

(xxiii) Prioritize service categories per Examiner Workstation and be able to change priorities as needed even while the system is operational (i.e., in real-time). Example: Examiner Workstation #205 processes renewals and Examiner Workstation #207 processes handgun carry permits – Examiner Workstation #207 needs to be able to change the priority and begin processing renewals at any time throughout the workday;

(xxiv) All settings and priorities must be configurable and be able to be changed on-site;

(xxv) Information must be able to be updated as the information changes and for calculated fields at periodic intervals of no greater than one (1) minute;

(xxvi) Allow a number that was by-passed to be recalled (i.e., if the number was missed or the customer did not respond when the number was called, the number should be able to be called again allowing the customer to be served); and

(xxvii) Allow a number to be randomly called (i.e., call a ticket number out-of-sequence instead of in sequential order).

(b) State designated personnel shall:
(i) have the ability to access dashboards and reports through any internet-connected device (tablet, cellphone, etc.) without being logged onto the State’s network;

(ii) have the ability to monitor and connect to all locations and the State’s main office in an on-line, real-time fashion, including:

   aa. seeing the number of customers in the queue by service category and by location;

   bb. seeing the estimated wait time of customers in the queue by service category;

   cc. seeing the longest running wait time of customers in the queue by service category;

   dd. seeing the running Transaction time for each customer being served;

   ee. seeing the status of each Examiner and each Customer Kiosk (i.e., ‘closed’, ‘idle’, ‘active’);

   ff. when status is ‘active’, seeing the service category and ticket number being served;

   gg. when status is ‘idle’, it shall show as available but with no waiting customers; and

   hh. seeing a running daily total of the number of customers served by each Examiner and Customer Kiosk;

(iii) receive an alert and visually see when pre-set conditions associated with customer service are being exceeded or not being met. Pre-set conditions associated with customer service shall be determined by the State;

(iv) receive an alert and visually see when pre-set interaction times for a service category have been surpassed or exceeded. Pre-set interaction times for a service category shall be determined by the State;

(v) receive an alert and visually see when less than a pre-set (pre-determined) number of service locations are opened (based on time of day and day of week);

(vi) receive an alert and visually see when there is an ‘idle’ status and customers are in queue and allow override;

(vii) have the ability to manually close a service queue;

(viii) have the ability to move a customer from one queue to another queue;
(ix) have the ability to set schedules;

(x) have the ability to clear queues at the close of each business day to ensure customers do not receive notifications related to a visit outside of branch business hours;

(xi) have the ability to customize and edit the Customer Kiosk screen and specify information that shall be printed on tickets;

(xii) have the ability to customize messages sent or displayed to customers;

(xiii) have the ability to view, create, and edit ticket formats;

(xiv) have the ability to add, modify and remove users; and

(xv) have the ability to identify, capture, and receive a report on customers who fail to appear for the requested service (‘no shows’). ‘No shows’ shall be separated out from Transaction time calculation and reporting, but shall be included in all reports associated with wait time and total number of customers; and

xv. Virtual Lobby Requirements.

(a) Shall allow customers to join a queue remotely:

(i) Join a queue without entering a DSC;

(ii) Scan a QC code or enter a simple universal resource locator ("URL") in a browser on a mobile telephone; and

(iii) Respond to a text confirmation message;

(b) Shall integrate with in-office queuing and line management;

(c) Shall notify customers by text when the customer is to report to an Examiner Workstation;

(d) Shall allow for the DSC locations to have multiple lobbies to accommodate multiple services;

(e) Shall notify a customer when the customer has exceeded the allocated time and will lose his or her place in queue if he or she does not enter;

(f) Shall notify a customer when virtual lobby is closed or has exceeded its limit and inform the customer of the next re-open time;

(g) Shall have a dashboard that provides statistics and produces reports (see also Section A.9.) on the virtual lobby queue:
(i) by location as well as aggregated by district and statewide;

(ii) shows the status of only virtual lobby customers, or integrates this status with physical check-ins;

(iii) shows and produces reports of all customers who entered via virtual lobby; and

(iv) shows and produces reports of aggregate virtual lobby and physical check-ins with the ability to drill down into either category and view side-by-side comparison.

c. Image Verification (Facial Recognition)

(1) **Image Verification (Facial Recognition).** The Contractor shall provide software that allows for the completion of the image verification (facial recognition) process by meeting and completing the following:

i. **Requirements:**

   (a) Meet the NIST ANSI/NIST-ITL 1-2011 UPDATE: 2015, or current, for a facial recognition software application. The Contractor shall annually provide, at the beginning of each calendar year during the term of the Contract, proof that the standard continues to be met;

   (b) Allow State designated personnel to input investigation notes or comments and allow State designated personnel to edit their own investigation notes or comments and read all investigation notes or comments;

   (c) Create and produce reports in accordance with Section A.9.;

   (d) Have the ability to automate the Credential printing approval process for applicants passing the image verification (facial recognition) check;

   (e) Adjust image verification (facial recognition) thresholds (provide the State with explanations for determination of each threshold);

   (f) Utilize images of varying quality levels such as varied lighting conditions and small images. Automated correction of poor quality is desired;

   (g) Crop, resize, enhance, flip, create a mirrored image, and/or rotate an image without replacing an existing image;

   (h) Use images in multiple formats (e.g., PNG, PDF, JPEG, BMP, TIF, GIF, etc.);

   (i) View a side-by-side comparison of images to support the detailed evaluation of potential fraud. This comparison shall be available for each image on the list of matching results. The side-by-side comparisons shall also contain other data parameters as further defined by State designated personnel during the design phase of the Solution; and
(j) Provide configurable settings for interactive comparisons accessible by State designated personnel during:

(i) Progressive searching of suspected duplicate Credentials;

(ii) Investigation of externally uploaded images; and

(iii) Investigation of duplicate Credentials discovered during law enforcement activities;

ii. Initial Enrollment:

(a) During implementation, all images shall be collected from all data sources to complete the enrollment process; and

(b) A manual enrollment process for “failure to enroll” shall be provided for any images that are not collected during the initial enrollment. The process shall be described and documented by the Contractor;

iii. Scrub:

(a) The Contractor shall perform a Scrub if the State determines that one is needed. If the State determines that a Scrub is needed, the parameters of a Scrub shall be determined by the State;

(b) The State shall have the ability to identify any duplicate images or records; and

(c) The Contractor shall provide the State with the probability of potential matches. An enrollee match list that is sorted from “most likely” to “least likely” shall be generated;

iv. Ongoing Enrollment:

(a) During the application process and/or a criminal investigation, a new image can be collected and enrolled from all data sources to be placed in the Solution’s database; and

(b) A manual enrollment process for “failure to enroll” shall be provided for any images that are not collected during ongoing enrollment. The process shall be described and documented by the Contractor;

v. Image Verification (Facial Recognition) at the Point of Service:

(a) Comparisons:

(i) One-to-one (“1:1”) comparisons shall be performed instantaneously against the stored image for the same record after an image has been captured. State designated personnel shall have the ability to override a negative 1:1 match; and

(ii) One-to-many (“1:N”) comparisons shall be performed on a scheduled or on-demand basis. State designated
personnel shall have the ability to override a negative 1:N match. During the comparisons:

aa. If a potential match is detected, there shall be a temporary suspension of the printing of that Credential in order to allow State designated personnel the ability to review;

bb. Comparison results shall be grouped and sorted utilizing parameters established by the State to include various views (e.g., side-by-side, overlay, etc.) of the matches;

c. Once the potential match has been reviewed, State designated personnel shall have the ability to release the Credential for printing or flag the applicant’s record for additional investigation; and

dd. Once the additional investigation has been completed, State designated personnel shall have the ability to release the Credential for printing; and

vi. Image Verification (Facial Recognition) for Fraud Prevention:

(a) State designated personnel shall have the ability to manually upload and store any image from any type of camera source, which shall include still images, scanned images, and/or video surveillance frames;

(b) State designated personnel shall have the ability to flag, as a suspected duplicate, one or more enrollee image within the list of matching results;

(c) State designated personnel shall have the ability to search the database for specific records to use within comparisons;

(d) State designated personnel shall have the ability to provide a status flag within records in the database to indicate suspected fraud, approval for Credential issuance, closing a case, or other status as indicated by State designated personnel;

(e) State designated personnel shall have the ability to notate an image as having an Image Verification (Facial Recognition) alert (e.g., under further investigation) so that the image cannot be used in future Transactions; and

(f) State designated personnel shall have the ability to generate printed dossiers, or list of matching results, and other supporting documents that include images and data to use during formal investigation and/or adjudication activities.

d. Credential Production. The Contractor shall provide hardware and software that allow for the ability to produce different Credentials that meet or exceed current AAMVA standards as adopted in the State by meeting and completing the following:
(1) Requirements:

i. All Credentials shall conform to the current AAMVA standards as adopted in Tennessee and contained in state and federal laws, rules, regulations, and standards (see also Section A.5.b.). The State shall approve in writing the final design of all Credentials. The Contractor shall provide initial Credential Designs thirty (30) calendar days after the final Comprehensive Project Management Plan (see Section A.10.) with the final Credential due within thirty (30) calendar days of the State's written approval;

ii. Be capable of interfacing with ALIST to obtain all necessary information to produce a permanent Credential and to provide positive verification that each Credential has been properly processed;

iii. Access to the physical Production Facility, where Central Issuance will occur, must be controlled by security measures at multiple levels to protect against the loss, theft, misuse, and alteration of Credentials in the possession and control of the Contractor. The Contractor's Production Facility shall meet the security standards for Credential production facilities recommended by the United States Department of Homeland Security for the REAL ID Act. The Contractor's facility shall also meet the requirements of ANSI's NASPO Class II security certification process for Credential production facilities (See also Section A.8.d.(11));

iv. The Contractor shall query the status of any activity related to Credential production (e.g., date and time Credential sent to Production Facility, date and time Credential printed, and date and time Credential mailed);

v. The Contractor shall provide quality controls for all facets of Credentials produced including photograph, signature, and data. Acceptable standards for quality control, as set forth by AAMVA, will be defined during Solution design;

vi. The Contractor shall deliver Credentials to a United States Postal Service (“USPS”) facility no later than five (5) calendar days from the time the State sends the Contractor a file containing data used to print permanent Credentials. See Section A.8.d.(10) for specific Credential processing and mailing requirements;

vii. The Contractor shall produce Credentials that adhere to security feature requirements specified in the 2016, or later, “AAMVA DL/ID Card Design Standard (“CDS”). In addition to level 1 (overt) security features determined during the development of the Credential Designs, the Credentials shall contain at least one (1) additional level 2 (covert) security features for each of the security threats as defined in the CDS. The permanent Credential shall contain a minimum of one (1) level 3 (forensic) security feature;

viii. The Contractor shall furnish and deliver consumables — along with Solution Hardware — necessary for production of OTC Credentials. For all consumables that are furnished and delivered, the Contractor shall produce a usage report upon request from the State;

ix. The Contractor shall furnish and deliver consumables — along with Solution Hardware — necessary for production of Interim Credentials. For all consumables that are furnished and delivered, the Contractor
shall produce a usage report upon request from the State;

tax. The Contractor shall maintain an updated and complete sampling of all Credential templates throughout the life of the Contract. The Contractor shall, upon request of the State, submit within two (2) business days, an updated and complete sampling of all Credential templates throughout the life of the Contract. The State must approve, in writing, any changes to Credential templates prior to the printing of the Credential;
	nxi. The Contractor shall provide secure storage and accountability for the finished Credential at all times while in the Contractor’s possession and control (from completion of printing through delivery to USPS; See also Section A.8.d.(10));

xii. The Contractor shall provide a secure facility for offsite card production within the continental United States and that meets the hosting requirements specified in Sections E.9.a. and E.9.b. (see also Section A.8.d.(11);

xiii. The Contractor shall produce Credentials that contain common elements in the form of variable text; and

taxiv. Create and produce reports in accordance with Section A.9.;

(2) Applicant Data. Data specific to the applicant used to personalize the Credential shall be provided via an interface from the ALIST. The data requirements include, but are not limited to, the following:

i. All data elements as defined in the most current CDS;

ii. Any additional data elements defined by State designated personnel during the development of the Credential Designs;

iii. An indicator mutually agreed on between the State and the Contractor, with the final decision to be made by the State, if the applicant has chosen to be an organ donor; and

iv. An indicator mutually agreed upon between the State and the Contractor, with the final decision to be made by the State, if the applicant has a medical condition;

(3) Photographic (Facial) Image. Current Tennessee law requires an "above the shoulder" quality color photographic (facial) image of an applicant. An "above the shoulder" quality photographic (facial) image of an applicant shall meet the following minimum requirements:

i. Height: minimum of 25 millimeters (.98 inches) and maximum of 40 millimeters (1.57 inches);

ii. Width: minimum of 22 millimeters (.86 inches) and maximum of 35 millimeters (1.38 inches);

iii. Exact dimensions of the photographic (facial) image shall be approved by State designated personnel, in writing, to finalize the Credential Designs; and

iv. Characteristics of the photographic (facial) image shall comply with the
most current CDS;

(4) **Digital Signature.** Capture the applicant's digital signature with the following minimum requirements:

i. The signature shall be a smooth reproduction of an applicant's signature and should not be jagged in appearance;

ii. Orientation of the signature on the Credential(s) shall be approved by State designated personnel, in writing, to finalize the Credential Designs; and

iii. Characteristics of the digital signature shall comply with the most current CDS;

(5) **Barcode.** The two-dimensional (2-D) barcode as follows:

i. The 2-D barcode shall meet all technical and functional requirements in the most current CDS;

ii. The 2-D barcode area should be located on the back of the driver license and photo identification license as defined in the most current CDS;

iii. The barcode shall contain the minimum mandatory data elements as required in the most current CDS;

iv. The barcode shall contain minimum mandatory data elements as defined in the final rules of the REAL ID Act currently in effect and as may be amended by federal law;

v. The State reserves the right to add encrypted data to the barcode as optional data elements;

vi. The Contractor shall develop a barcode that meets open standard requirements enabling encrypted and unencrypted data and/or images to be read with standard, 2-D barcode scanners; and

vii. The final content of the 2-D barcode will be jointly agreed upon by State designated personnel and the Contractor, with the State making the final decision;

(6) **Credential Template:**

i. The State reserves the right to add or change the types of Credentials and Credential formats to include Credential orientation (e.g., horizontal and vertical), as well as, make other types of changes that are required by State or federal law at no cost to the State, during the Term of this Contract.

(a) Credential Designs shall be changed by altering the design of the entire Credential, which shall include the background security features that are preprinted, as well as, data layout concepts that are then brought to production; and

(b) Additional Credential changes shall be made to the Credential itself to include security features, consumables, and data (e.g., executive signature changes, adding an indicator such as
“veteran”, updating the restrictions table, editing the 2-D barcode, and the addition of another format of the Credential);

(7) **Credential Design components.** Components shall include:

i. A variety of portrait locations, "logo-headers," font sizes, styles and colors, background textures and colors in the text area, and a choice of border or border colors for the portrait, logo header and text;

ii. Other design elements across format types, such as indicators for organ donors, medical conditions, age, REAL ID compliance, etc.;

iii. Selected data fields printed in color, variable sizes, and fonts for enhancement as specified by the State;

iv. Small print size which maintains Credential legibility while increasing layout design flexibility;

v. A color image portrait of the applicant that is clearly visible on the Credential;

vi. Phrases on the face of the Credential as specified by the State (i.e., “Veteran”, “Retired Law Enforcement”, “Lifetime”, etc.). Phrases shall be in a different bold font and color that is readable in low light conditions;

vii. Document colors that shall be approved in writing by the State during the Credential Design process. The Contractor shall annually provide, at the beginning of each calendar year during the term of the Contract, a quantity of fifty (50) gamma charts, illustrating the range of minimum to maximum spectrums of each selected color that shall be maintained;

viii. Graphics as determined by Credential type;

ix. Variable backside printing, with printed information unique to the Credential holder;

x. Ability to produce a Credential without a portrait, substituting a symbol and/or phrase such as "valid without photo";

xi. State indicia and/or branding elements defined by the State;

xii. Credential revision date;

xiii. Inventory control number;

xiv. Transaction ID Number; and

xv. Other critical data as required by Tennessee or Federal legislation;

(8) **Credential Specifications for a Permanent Credential:**

i. Final design and content shall be determined by the State during the design phase;

(9) **Credential File Transfer:**

i. The Contractor shall plan and provide for secure and reliable
transmission of permanent Credential data between the State and the Contractor; and

ii. Using the data collected for the issuance of a Credential, the State shall create a secure file to be used by the Contractor to produce permanent Credentials. The State currently utilizes the secure file transfer protocol method;

(10) **Processing and Mailing Requirements.** Processing and mailing requirements for the permanent Credential include:

i. The Contractor shall be responsible for ensuring that permanent Credentials are produced and securely delivered to a USPS facility;

ii. The State shall have immediate inspection access to the Contractor’s Production Facility. For quality control purposes, the State reserves the right to conduct unannounced on-site inspections of all Credentials ready for mailing and other aspects of the Contractor’s operation, including the process used for mailing credentials;

iii. All Credentials shall be produced, verified, sorted, affixed to a State-designated insert, or “Carrier”, and delivered, no later than five (5) calendar days from the time the State sends the Contractor a file containing data used to print permanent Credentials, to a USPS facility. Credentials designated by the State as “high priority” shall be delivered to a USPS facility no later than two (2) calendar days from the time the State sends the Contractor a file containing data used to print permanent Credentials;

iv. The Contractor shall provide, maintain, and support a process that allows for the handling of special situations such as sending licenses overseas to military personnel;

v. The State shall return to the Contractor for reprinting and redelivery, at no cost to the State, any Credentials that fail to meet quality control standards;

vi. The State reserves the right, throughout the Term of this Contract, to include additional mailing inserts with Credentials being mailed;

viii. The Contractor shall be solely responsible for all functions associated with mailing the permanent Credential and adhere to current and future USPS regulations;

ix. The Contractor shall provide to ALIST the date a Credential was printed and the date a Credential was mailed within one (1) calendar day of printing and mailing;

x. The Contractor’s mailing system shall do the following:

(a) Affixing the Credential to the Carrier and inserting it into a standard #10 business envelope with window; no portion of the Credential shall be visible through the window;

(b) Printing the recipient’s name, address, and zip+ 4 POSTNET 1-D Barcode on the Carrier in accordance with USPS standards
and regulations; address information shall be visible through the window of a window envelope;

(c) Printing the State’s address as the return address;

(d) Printing custom text messages on the Carrier as specified by the State;

(e) Providing for positive matching of the Credential to the correct Carrier and the ability to compare the applicant’s information on the Credential with the corresponding information on the Carrier;

(f) Ejecting a defective or mismatched Credential and/or Carrier into separate collecting areas for later exception handling; and

(g) Providing an electronic log of all activities and a printed status report after the processing of each batch;

(11) **Credential Production Facility (Offsite).** The Contractor shall operate a secure Credential Production Facility ("Production Facility"), where Central Issuance will occur, with all equipment necessary to produce the permanent Credential in accordance with the AAMVA standards as adopted in State and federal laws, rules, regulations and standards (see also Section A.5.b.). Additional requirements shall include:

i. The Credential Production Facility shall be located, and all Credentials produced, within the continental United States throughout the Term of this Contract;

ii. The Production Facility shall be appropriately staffed to handle the volume of the State’s Credential production; and

iii. The State shall have immediate inspection access to the Production Facility at any time; and

(12) **OTC Production.** The Contractor shall provide the State with the ability to produce permanent Credentials at the State’s headquarters. Additional requirements shall include:

i. OTC production shall allow for the production of a permanent Credential that is identical to the permanent Credential produced at the offsite Production Facility.

A.9. **Reports.** The Contractor, in consultation with and approved by the State, shall provide a Solution that produces standard and customized reports for the Solution as a whole and each of its functionalities, as well as the consumption of all consumables for all Solution Hardware as described in this Contract.

a. **Report Delivery.** Access to, and delivery of, all reports shall meet the following minimum requirements:

(1) The Solution shall permit State designated personnel the ability to access all reports from a centralized location;

(2) The Contractor shall replicate reports currently utilized by the State;
(3) The State shall have the ability to create customized reports based on parameters determined by the State;

(4) State designated personnel shall have the ability to perform real-time ad-hoc reports through State approved tools. State designated personnel shall have access to only those data fields permitted based on their roles/security classes;

(5) Reports and results of queries shall be downloadable in multiple formats; and

(6) The Contractor shall collaborate with the State to establish the scheduling parameters and retention periods for reporting. Scheduling parameters and retention periods for reporting have to be approved by the State prior to implementation.


a. The Credential Production, Issuance, and Management project is sponsored by the Commissioner of the Tennessee Department of Safety and Homeland Security (the State) and overseen by an Executive Steering Committee (ESC) consisting of senior executives from both the State and the Tennessee Department of Finance and Administration. The State’s ESC provides executive-level guidance for the project. This committee consists of the project’s executive, business, and technical sponsors and other senior business and technical representatives. The ESC will evaluate the project at critical checkpoints, which include those currently part of the Project Management Plan and any other defined by the State. The evaluation will consider information from project management and technical groups supporting the project. Quality assurance assessments will be presented during the ESC for review. ESC approval is required for any changes to the project scope or schedule as well as Contractor personnel changes.

b. The State is partnering with the Strategic Technology Solutions (“STS”) Division of the Tennessee Department of Finance and Administration, to provide project management and critical resources for this project. The State’s project team resources will use the Tennessee Business Solutions Methodology (“TBSM”), which is based on the Project Management Body of Knowledge (“PMBOK”) framework to work with the Contractor to successfully manage the project. Information on TBSM is available here: https://www.tn.gov/finance/strategic-technology-solutions/strategic-technology-solutions/tbsm.html#:~:text=The%20Tennessee%20Business%20Solutions%20Methodology%20TBSM%29%20is,a%20documented%20methodology%20for%20information%20technology%20projects.

c. The Contractor’s team shall use the TBSM to manage the project, work side by side with the State project team, and shall be fully cooperative and supportive of a close working relationship. The Contractor’s team shall train, mentor, equip, and enable the State project team to be full contributors throughout the project life cycle, to drive the project to successful completion, and to ultimately own, manage, and support the Solution after development, implementation, and other Contractor obligations are completed.

d. The Contractor shall develop a Comprehensive Project Management Plan (“CPMP”). The Comprehensive Project Management Plan shall be used by the State and the Contractor to achieve the following:

(1) Organize, prioritize, coordinate, integrate, and monitor project activities in order to deliver the required products (deliverables) within scope, quality, time, and cost constraints;

(2) Effectively communicate in order to keep project staff, stakeholders, and executive sponsor management apprised of the status of project activities;
(3) Implement and maintain quality assurance processes to ensure project products (deliverables) fulfill requirements and standards; and

(4) Manage and control risks to the project that may impact the project's success.

e. The Contractor shall be responsible for performing project management activities as described in this Contract, including those of any subcontractors, and should direct all required reports and project updates to the State’s designated Senior Project Director and others as directed by the State. Further, the Contractor shall provide weekly detailed written status reports, monthly ESC project status meetings, and respond to informational requests as requested.

f. **Comprehensive Project Management Plan.** The Comprehensive Project Management Plan includes but is not limited to the following:

   (1) **Project Definition.** The Contractor shall document the State’s drivers, goals, and objectives for the project along with the Contractor’s general approach to accomplishing the project;

   (2) **Project Scope Statement.** The Contractor shall document the project scope in terms of the major functions, features, business activities, etc. that will be included in the project and excluded from the project; and

   (3) **Management Approach:**

      i. **Scope Management.** The Contractor shall document how the project scope will be defined, documented, verified, managed, and controlled by the project management team;

      ii. **Milestones and critical management checkpoints/reviews including timeframes.** The Contractor shall document the process for accomplishing ESC oversight as described below;

      iii. **Reporting.** The Contractor shall document the process for accomplishing the following management reporting and any other practices regarding management reporting to be implemented:

         (a) **Project Status Report and ESC Presentation.** The Contractor will make a monthly face-to-face presentation to the ESC to include details of the progress of the project, identifying key ongoing and upcoming activities of the project, as well as issues and items needing ESC attention. The ESC may request unscheduled reports from the Contractor to address specific concerns related to the project status; and

         (b) **Weekly Status Report.** The Contractor shall provide an electronic status report weekly, or more frequently if requested by the State, showing the status of the project. The status report will be used to measure and monitor implementation progress and change requests. The Contractor shall be available if necessary, to conduct a one (1) hour status meeting (in person or via conference call) in order to fully review key accomplishments and milestones, upcoming items, action items and issues with start and end dates. It will also include simple project metrics. Minutes from the meeting will be delivered to the project team within two (2) business days;
iv. **Assumptions.** The Contractor shall document all project aspects about which either the State or the Contractor hold beliefs or views that cannot be verified through objective evidence;

v. **Risks and Constraints.** The Contractor shall document expected risks and constraints for this project. The Contractor shall update this section throughout the project, with maintenance responsibility being shared between the Contractor and the state project manager. This section may show both State and Contractor respective responsibilities and planned activities regarding project risk. It must cover the following topics:

(a) **Risk Identification** — The Contractor shall work with the state project manager to identify potential project risks, their probability and impact to the overall project; and

(b) **Risk Response** — The Contractor shall work with the state Senior Project Director to develop options and actions to enhance opportunities, and to reduce threats to project objectives;

vi. **Process for Tracking Issues/Action Items.** The Contractor shall document the methods and tools that will be used to raise/capture project issues/action items, evaluate and prioritize them, assign them, and track them to completion;

vii. **Final Acceptance Processes and Criteria.** The Contractor shall document agreed-upon procedures and requirements for closing out the project and transitioning to post-implementation support;

viii. **Stakeholder identification and sign-offs.** The Contractor shall identify all stakeholders (or stakeholder group representatives, if appropriate) by name, title, organization, and role. Include a sign-off form to document stakeholder approval of the CPMP; and

ix. **Additional Plans.** Included, when developed, as attachments to the Comprehensive Project Management Plan will be the:

(a) **Master Project Work Plan** (see Sections A.2.cc. and A.10.g.);

(b) **Quality Management Plan** (see Sections A.2.hh. and A.10.h.);

(c) **Resource Management Plan** (see Sections A.2.jj. and A.10.i.);

(d) **Communication Management Plan** (see Sections A.2.h. and A.10.j.);

(e) **Configuration Management Plan** (see Sections A.2.j., A.6., and A.12.);

(f) **Issue and Resolution Action Plan** (see Sections A.2.aa. and A.10.f.(3)vi.);

(g) **Operations Management Plan** (see Sections A.2.dd., A.4.c., A.7.b., A.13.b., and A.14.);

(h) **Risk Management Plan** (see Sections A.2.kk. and A.10.f.(3)v.).
(i) Data Management Plan (includes data conversion) (see Sections A.2.o. and A.5.i.);

(j) Implementation and Installation Management Plan (see Sections A.2.y. and A.11.e.);

(k) Test Management Plan (includes approach for managing defects) (see Sections A.2.qq. and A.12.);

(l) Training Management Plan (see Sections A.2.ss. and A.13.);

(m) Maintenance and Support Management Plan (see Sections A.2.bb. and A.14.); and

(n) Turnover Plan.

g. Master Project Work Plan.

(1) The Contractor shall submit an updated Master Project Work Plan which includes all known tasks, duration estimates, and resource loading for the duration of the project, including the critical path time line. The project work plan submitted by the Contractor shall be reviewed and updated by both the State team and the Contractor during a Project kick-off session. Once approved by the State, the resultant Master Project Work Plan will be maintained by the Contractor, with any required assistance from the State Senior Project Director throughout the remainder of the project. The Contractor must use Microsoft Project version 2003 (or later) as the project management tool;

(2) Once the subsidiary work plans are initially approved, the Contractor Project Manager shall incorporate tasks into the master work plan, get State approval, and declare a baseline. The Contractor Project Manager shall update the Master Project Work Plan throughout the project, after obtaining approval from the State Senior Project Director;

(3) The Contractor shall provide a Master Project Work Plan that includes all components as defined below, including the critical path time line indicating a maximum eighteen (18) month timeframe from the Contract start date to full Solution implementation:

i. Design Phase:

(a) Comprehensive Project Management Plan (see Sections A.2.h. and A.10.f.);

(b) Master Project Work Plan (see Sections A.2.cc. and A.10.g.);

(c) Quality Management Plan (see Sections A.2.hh. and A.10.h.);

(d) Resource Management Plan (see Sections A.2.jj. and A.10.i.);

(e) Communication Management Plan (see Sections A.2.g. and A.10.j.);

(f) Configuration Management Plan (see Sections A.2.i., A.6., and A.12.).
(g) Issue and Resolution Action Plan (see Sections A.2.aa. and A.10.f.(3)vi.);

(h) Operations Management Plan (see Sections A.2.dd., A.4.c., A.7.b., A.13.b., and A.14.);

(i) Risk Management Plan (see Sections A.2.kk. and A.10.f.(3)v.);

(j) Test Management Plan (see Sections A.2.qq. and A.12.); and

(k) Detailed Solution Design (in addition to below, see also Section A.11.c.(2)):

   (i) Interface Specifications (see Section A.4.h.);

   (ii) Solution Architecture (see Section A.6.):

       aa. Clear specifications of all Solution Hardware which must be installed in State datacenters, if any;

       bb. (Hardware) Capacity Analysis and Growth Plan for all Solution Hardware which must be installed in State datacenters, if any;

       cc. Specification of which Solution software components that must be installed on Solution Hardware in State datacenters, if any, can and cannot operate on virtual server technology; and

       dd. Updated comprehensive diagrams detailing how each component of the as-built system will integrate and interface with all other Solution components;

   (iii) Data Management Plan (includes data conversion) (see Sections A.2.o. and A.5.i.);

   (iv) Solution Functional Design:

       aa. Full set of updated, recommended to-be process flows; and

       bb. Solution functional and/or configuration specifications;

   (v) Workflow Design;

   (vi) Scanning Integration Design; and

   (vii) Solution Security Design;

ii. Development Phase:

   (a) Training Management Plan (see Sections A.2.tt. and A.13.);
(b) Training: User Guide and Job Aids (see Section A.13.);
(c) Contractor (Solution) testing results, approved by the State (see Section A.12.);
(d) Contractor data conversion testing results, approved by the State;
(e) Implementation and Installation Management Plan (see Sections A.2.y. and A.11.e.); and
(f) Maintenance and Support Management Plan (see Sections A.2.bb. and A.14.);

iii. Acceptance Test Phase:
(a) Acceptance and pilot testing results, approved by the State (see Section A.12.);

iv. Implementation Phase:
(a) Cleansed, converted production data, approved by the State;
(b) Technical Manuals (for Solution as implemented) (see Section A.13.b.(7));
(c) Business Continuity/Disaster Recovery Plan (see Section E.9.);
(d) Solution Utilities; and
(e) Fully implemented Solution with written approval by the State;

v. Post-Implementation (see Sections A.11., A.12., A.13., and A.14.):
(a) Updates to Technical Manuals (see Section A.13.b.(7));
(b) Source code, if any, as modified for the State, including new releases of base product;
(c) Solution new releases;
(d) Certification that new release has passed regression testing; and
(e) Turnover Plan; and

vi. The Contractor shall host a phase review at the conclusion of each of these phases. All documents required for each phase shall be provided to the State at least two (2) weeks prior to the scheduled review. Any deficiencies in the phase documents or other deliverables must be corrected by the Contractor before proceeding into the next phase.

h. Quality Management Plan.

(1) The Quality Management Plan shall be developed by the Contractor and must be approved in writing by the State. The Contractor will update the plan throughout
the project, with maintenance responsibility being shared between the Contractor and the State Senior Project Director. The plan will show both State and Contractor respective responsibilities and planned activities regarding project quality and must cover the following topics:

i. Project quality objectives and the metrics needed to assess progress toward those objectives. Each identified metric will be fully defined in terms of:

(a) Purpose and expected use;
(b) Definition of data elements used in the metric; and
(c) Collection, calculation, and reporting method, schedule, and responsibility;

ii. Standards to be used in the project: The Contractor must use the State's standards unless an exception has been granted by STS;

iii. Supporting activities, such as problem resolution and change management. All activities will be fully described as to method, schedule, and responsibility. Detailed procedures may be included or referenced from a separate document;

iv. Other quality management activities such as Contractor self-assessments, project defect reporting, and resolution processes; and

v. How the quality control and assessment activities will be documented and reported for State review;

(2) The Contractor shall schedule tasks and resources in the Master Project Work Plan to accomplish the Quality Management Plan's defined activities. The Contractor shall obtain State approval of the Quality Management Plan. The Contractor shall keep the Quality Management Plan up to date with current activities and responsibilities;

(3) The Contractor shall be fully responsible for the quality (completeness, correctness, usability, and substantially error free) of all project management deliverables. “Complete and substantially error free” means that documents must be: 1) free of grammatical and formatting errors; 2) free of technical errors; and 3) sufficiently comprehensive and detailed to serve its intended purpose. The Contractor shall verify the quality of each project management deliverable before submitting it for State review and approval. By submitting a project management deliverable, the Contractor affirms that, to the best of its knowledge and understanding at that time, the project management deliverable meets State acceptance criteria. The Contractor shall correct all deficiencies in project management deliverables as reported in writing and as required by the State;

(4) The State will review project management deliverables to determine their fitness for use. The State will complete its review and provide review results in writing to the Contractor within fifteen (15) business days following the date the Contractor submits the project management deliverable to the State for review. If the State finds deficiencies in any of the project management deliverables, the State will formally communicate the deficiencies in writing to the Contractor but will not develop the specific changes that would correct the deficiencies. The Contractor shall correct all such deficiencies and resubmit corrected project management deliverables for review (which begins a new fifteen (15) business day review
cycle). All project management deliverables must be approved in writing by the State to be considered final. If subsequent reviews are required, the State expects the review to cover only those areas that required correction. The State also expects the Contractor to correct identified deficiencies in deliverables the first time and therefore multiple review cycles for deliverables would not be required; and

(5) The Contractor shall submit project management deliverables as they are completed. Each submitted project management deliverable shall have its own review cycle. The Contractor shall not hold any project management deliverables until the end of a project phase. At the State’s sole discretion, the Contractor shall allow the State to participate in the Contractor’s project management deliverable work-in-process reviews.

i. **Resource Management Plan.**

(1) As part of the Management Approach of the Comprehensive Project Management Plan, the Contractor shall identify the key personnel and project team, including State, Contractor, and sub-contractor, with the creation of an organizational chart which shall be subject to the State’s written approval. The organizational chart shall show that the Contractor Project Manager reports to the State Senior Project Director, and that the State Senior Project Director reports to the ESC;

(2) The Contractor’s Resource Management Plan shall include the proposed staffing levels and workspace requirements for Contractor personnel and subcontractor personnel that will be working on-site at State locations. If the Contractor wants the same individual to serve in more than one of the roles identified below, the Contractor must seek the State’s written approval;

(3) A detailed description of how the Contractor will organize, deploy, and administer the project team shall be included. All task assignments that require a State resource identified by the Contractor will only be assigned through the State Senior Project Director and the functional manager of that resource. The Contractor must obtain State’s written approval prior to replacing or reassigning key personnel. The Contractor will not be allowed to assign tasks directly to State personnel. Resource loading for each task must reflect Contractor and State staff, tasks, and schedules;

(4) The State reserves the right to review the qualifications of key Contractor personnel against the key personnel resumes provided with the Contractor’s proposal, to ensure that any Contractor personnel changes continue to provide the capabilities proposed by the Contractor; and

(5) The State considers key personnel to be at a minimum:

i. **Project Manager:**

   The Project Manager shall have at least ten (10) years of experience with projects of comparable size, and at least five (5) years of experience managing large scale government projects focused in application design, development, implementation and post-implementation management, and support and service delivery. The Project Manager shall have at least an associate degree. It is the State’s preference that the Project Manager’s experience includes full lifecycle project management of a state’s driver’s license / credential production Solution, including the design, development and delivery
of kiosks which support the credential issuance process. The Contractor’s Project Manager is expected to be on-site throughout Solution implementation and until completion of full rollout and handover of the Solution after Contractor’s responsibilities are completed;

ii. Application/Functional Manager:

The Application/Functional Manager role will manage the software developers and the development of the Solution. This person must have at least an associate degree and a minimum of five (5) years of experience in application management plus at least two (2) years of experience managing a team of software engineers. This person must have experience with documentation and must have demonstrated success in meeting deadlines;

iii. Technical Architect:

The Technical Architect shall have at least eight (8) years of experience designing distributive applications and specifically defining and designing component architectures. The Technical Architect shall have at least an associate degree in computer science or related discipline;

iv. Data Architect:

The Data Architect shall have seven (7) to ten (10) years of experience as a senior data modeler/analyst. The Data Architect shall have at least an associate degree in computer science or related discipline;

v. Data Conversion Manager:

The Data Conversion Manager shall have successfully completed a major data conversion of similar size and complexity to this project. The Data Conversion Manager shall have at least an associate degree;

vi. Quality Assurance Manager:

The Quality Assurance Manager role will manage this project’s quality assurance activities, including deliverable review, application test, and process assessment. This person must have a minimum of five (5) years of experience in the area of quality assurance plus at least two (2) years of experience as a quality assurance manager. The Quality Assurance Manager shall have at least an associate degree. This person must have experience with process assessment, deliverable review, and application testing;

vii. Configuration Manager:

The Configuration Manager role controls changes to items under configuration control, including the application software and supporting documentation, and verifies that each release of the software includes all of the planned enhancements for that release. This person must have at least an associate degree, preferably in Information Technology, and a minimum of five (5) years of experience in the area of configuration management, including build management, release management, and version control. The Configuration Manager must be
able to administer the configuration management process and configuration management tools; and

viii. Test Manager:

The Test Manager role will manage this project's software testing activities for integration, system, capacity, acceptance and pilot testing. This person must have at least an associate degree and a minimum of five (5) years of experience as a software test engineer plus at least two (2) years of experience as a test manager for a large software project. This person must have experience with test planning, test case development, test execution, defect tracking, and with automated testing tools.

j. Communication Management Plan. The Communication Management Plan shall include the following:

(1) Weekly Status Reports and Meetings.

i. The Contractor and the State shall have a status meeting once a week at mutually agreed upon dates and times;

ii. The Contractor's project manager, or equivalent, shall attend all weekly status meetings;

iii. The Contractor shall prepare status reports that reflect the activities of the reporting period, upcoming activities, and open issues to be discussed at the next meeting;

iv. State designated personnel shall use the Contractor's status report as a mechanism to monitor the project's activity to detect potential problems needing attention or other areas requiring action or resolution;

v. Reports should be primarily in list form and will serve as agendas for meetings; and

vi. Report topics to be covered shall include the following:

(a) A listing of significant departures from the final Comprehensive Project Management Plan with explanations of causes and strategies to achieve realignment;

(b) A listing of tasks that were completed since the last report;

(c) Tasks that have been delayed and reasons for delay;

(d) Identification of upcoming key activities;

(e) A mitigation plan, or actions, to bring delayed tasks back in line with the final Comprehensive Project Management Plan's schedule;

(f) Tasks in progress;

(g) Planned activities for the next scheduled period;
(h) Staffing concerns or issues encountered to include proposed resolutions and actual resolutions;

(i) An updated report on risks with recommendations for elimination or mitigation; and

(j) A listing of any other topics that require attention from State designated personnel and/or the State’s ESC; and

(2) Monthly Status Reports and Meetings.

i. The Contractor and the State shall have monthly ESC meetings; and

ii. The Contractor shall combine all reports from weekly status meetings to provide a detailed report to present to the State’s ESC.

A.11. Solution Initiation, Planning, Design, Development, and Implementation Phases. The Contractor shall complete the following:

a. Initiation Phase.

(1) Within seven (7) calendar days of the Effective Date of the Contract, the Contractor shall host a “kick-off” meeting. At the meeting, the Contractor shall be notified of or identify the following:

i. State’s designated key personnel, or stakeholders;

ii. Integral members of the Contractor’s staff who will be carrying out the overall implementation of the Solution. Key project personnel agreed upon by the Contractor and the State shall be located at a State facility, at a minimum of four (4) seven and one-half (7.5) hour week days, throughout the duration of the project from design to full implementation;

iii. The Project Charter; and

iv. The format of the weekly and monthly status reports.

b. Planning Phase.

(1) The Contractor shall provide a draft of the Comprehensive Project Management Plan (see Section A.10.) within thirty (30) business days of the Effective Date of the Contract;

(2) The Contractor, in conjunction with State designated personnel, shall work together to gather, define, or determine business requirements that need to be met in order to meet the business needs and finalize the Solution. All State business requirements shall be documented and agreed upon by the State; and

(3) The Contractor shall submit a final detailed Comprehensive Project Management Plan (see Section A.10.) within ten (10) business days after all State business requirements have been documented and agreed upon by the State. The final detailed Comprehensive Project Management Plan shall be approved in writing by the State.

c. Design Phase.

(1) Credential Design
i. After the approval of the final Comprehensive Project Management Plan (see Section A.10.), the Contractor shall provide the initial Credential Designs thirty (30) calendar days for the State’s approval; and

ii. After written approval of the State’s Credential Designs, the Contractor shall provide the State with final Credential Designs within thirty (30) calendar days; and

(2) Solution Design

i. Contractor shall use approved State business requirements to draft and submit to the State for its approval a comprehensive Solution design plan. Contractor shall submit the comprehensive Solution design plan within thirty (30) calendars days of the date of approval of the Comprehensive Project Management Plan:

(a) Solution Requirements (see Section A.5.);
(b) Solution Architecture (see Section A.6.);
(c) Contractor provided hardware (see Section A.7.a.);
(d) Solution access; and
(e) Data management (see Sections A.2.o. and A.5.i., A.10.f.(3)ix., and A.10.g.(3)i.); and

ii. The Contractor shall provide the State with a final Solution design within thirty (30) calendar days of the State’s written approval of the draft of the complete Solution design.

d. Development Phase.

(1) The Contractor shall develop the Solution in its entirety to lead to the development of Credentials designed in the Credential Design process utilizing the approved Solution design plan;

(2) The Contractor shall ensure that the development of the Solution as a whole includes:

i. Infrastructure safeguards, or measures taken to protect the Solution’s infrastructure from unlawful penetration (see Section A.10.);

ii. Test Management Plan (see Section A.12.);

iii. Data Management Plan (see Sections A.2.o., A.5.i., and A.10.);

iv. Documentation showing validation of testing (see Section A.10.); and

v. Testing of interfaces (if necessary) (see Section A.10.); and

(3) The Contractor shall ensure that each functionality of the Solution, as further described in Sections A.2.m. and A.8., is developed, tested, and approved in writing by the State.

e. Implementation Phase.

(1) Implementation and Installation. The Contractor, in collaboration with the State, shall prepare an Implementation and Installation Management Plan that includes objectives, timetables, milestones, staffing, and other requirements. The
Contractor shall be responsible for installation of hardware, and software as applicable, as directed by the State;

(2) **Phased Implementation and Installation.** The Contractor shall, in coordination with the State, provide phased implementation and installation of software, firmware (if necessary), and hardware to all DSCs, Third Party Partner locations, External Outlets, and other State designated locations;

(3) **Implementation Staffing Management.** The Contractor shall be responsible for maintaining the necessary level of staff prior to and throughout full implementation. A Resource Management Plan, approved in writing by the State, shall identify roles, responsibilities, and availability of all project staff including subcontractors. The State shall be notified of any changes to key project staff, and replacements shall be at least as qualified as the prior key project staff and shall be approved in writing by the State. If the State does not approve any key project staff or replacements, or notifies Contractor that the State does not approve of any current key project staff, Contractor shall replace such personnel. Key project personnel agreed upon by the Contractor and the State shall be located at a State facility, at a minimum of four (4) seven and one-half (7.5) hour week days, throughout the duration of the project from design to full implementation;

(4) **Training.** The Contractor shall provide all training as required in Section A.13., including completing training in phases that align with a phased implementation, with the exception of ongoing training, prior to full implementation of the Solution; and

(5) **Deployment Criteria.** The Contractor shall meet the following requirements:

i. Upon successful completion, as determined by the State, of user acceptance testing ("UAT") (see Section A.12.c.(1)vi.) the Contractor shall deploy the Solution. Deployment shall consist of installing the Solution into the production environment;

ii. The Solution shall perform successfully and error-free for at least ten (10) consecutive business days in the production environment;

iii. After deployment, the State shall be entitled to inspect, test, and evaluate the Solution to determine if it operates in accordance with, and otherwise conforms to the following criteria: functional, technical, design, and performance characteristics and other requirements specifically set forth in this Contract;

iv. If the State determines that the Solution does not operate in accordance with, or does not otherwise conforms to, the above criteria, the State will provide the Contractor, within ten (10) business days of completion of the inspection, testing, and evaluation described above, a notice describing any non-conformance (bugs, failures, malfunctions, or nonconformity that prevents the Solution from operating in accordance with the requirements specifically set forth in this Contract or nonconformity that prevents the Solution from producing correct results). The Contractor will have ten (10) business days, following the date the Contractor receives the State’s notice, to correct the Solution at no additional cost to the State. Upon delivery of the Contractor’s correction, the State shall repeat the process described herein;
v. If the Contractor fails to deliver, within the ten (10)-day period, a version of the Solution that operates in accordance with, or otherwise conforms to, the criteria described herein, the State may reject in writing the Solution without financial liability or obligation; and

vi. If the State determines that the Solution does operate in accordance with, or otherwise conforms to, the above criteria, the State will provide the Contractor, within ten (10) business days of completion of the inspection, testing, and evaluation described above, a notice that the Solution has met the criteria. If the State does not provide the notice as described herein, the Solution shall be deemed to operate in accordance with, or otherwise conforms to, the above criteria. Such action shall not constitute a waiver of any rights the State may have based on the Warranty provision and the Inspection and Acceptance provision. (see Sections A.16. and A.17.).

f. Post Implementation Support.

(1) In the event of any software or hardware upgrades of the Solution, the Contractor shall provide the following:

i. Post implementation Testing Management Plan (see Section A.12.d.);

ii. Post implementation testing requirements (see Section A.12.e.) and

iii. Ongoing and refresher training (see Sections A.13. and A.13.c.(5)); and

(2) The Contractor shall provide post implementation support (see Section A.14.)

A.12. Test Management Plan and Testing Requirements. The Test Management Plan includes testing requirements, which are defined in two (2) phases: pre-implementation and post-implementation.

a. Pre-Implementation Test Management Plan. The Contractor shall prepare a pre-implementation Test Management Plan that details the activities, schedule, dependencies, risks, and contingencies, assumptions, and assigned resources with roles and responsibilities required to conduct the testing. The State and the Contractor shall work together to define the final pre-implementation test plan to ensure adequate testing. The State shall approve in writing the final pre-implementation Test Management Plan.

b. Pre-Implementation Testing Requirements. The Contractor shall:

(1) Provide interoperability between the Contractor's Solution, as well as, all State systems;

(2) Provide implementation of all hardware, software, and data transfer necessary for all Solution functionalities;

(3) Provide processing of all Credentials to include all Credential formats (see Section A.8.d.(6));

(4) Provide preparation, processing, and delivery of permanent Credential for mailing;

(5) Provide testing of business continuity and disaster recovery processes;

(6) Identify testing tools that will be used and the purpose of each tool;
(7) Provide a method to track and manage issues discovered during testing;

(8) Provide a method to maintain and manage version control (this shall also be documented in the Configuration Management Plan); and

(9) Obtain written approval by State designated personnel accepting all items in this section.

c. Pre-Implementation Testing Stages.

(1) In collaboration with the State, the Contractor shall develop test scenarios and expected results. The State shall approve in writing each testing stage before the next testing stage can begin. Testing stages shall include a minimum of the following:

i. **Unit Testing** – During testing, the Contractor shall verify that the Solution and all of its related software and hardware meet functional and technical requirements;

ii. **Integration Testing** – The Contractor shall conduct integration testing to ensure that all components including software and hardware work together;

iii. **Solution Testing** – The Contractor shall conduct functional testing to ensure that all peripheral and external components and interfaces work together. Integration testing shall be complete before Solution testing begins. The Contractor's Solution shall perform successfully and error-free for ten (10) consecutive business days in an environment that fully and accurately simulates the production Solution and in a manner that does not compromise the production database. If any component does not meet requirements or fails, Solution testing shall be repeated until all failures are resolved;

iv. **Stress and Volume Testing** – The Contractor shall conduct stress and volume testing to ensure that the Solution can handle maximum amounts of data and Transaction processing and overload testing over a period of ten (10) consecutive business days. At a minimum, stress and volume testing shall simulate two hundred fifty percent (250%) of the estimated peak number of Transactions that would be experienced in the fully rolled-out production Solution;

v. **Quality Assurance Testing** – The Contractor shall, with input and approval from the State, develop a plan to identify all the functionality that shall be tested for quality assurance ("QA"). QA testing, using a full copy of production data, shall verify that the Solution and all hardware and software meet functional and technical requirements. Testing during this phase shall reproduce production error conditions and verify fixes;

vi. **User Acceptance Testing** – State designated personnel shall be involved with this phase of the testing. Using the test scenarios developed in A.12.c.(1) above, the Contractor's Solution shall perform successfully and error-free for ten (10) consecutive business days in an environment that fully and accurately simulates the production environment. Completion of this stage indicates that the Solution is ready for pilot testing if the State chooses to conduct pilot testing; and
vii. Pilot Testing – If the State chooses to conduct pilot testing, the Contractor shall perform pilot testing prior to full implementation of the live Solution.

d. Post-Implementation Test Management Plan. The Contractor shall prepare a post-implementation Test Management Plan that details the activities, schedule, dependencies, risks, and contingencies, assumptions, and assigned resources with roles and responsibilities required to conduct the testing. The State and the Contractor shall work together to define the final post-implementation test plan to ensure adequate testing. The State shall approve in writing the final post-implementation Test Management Plan.

e. Post-Implementation Testing Requirements. The Contractor shall provide:

(1) Efficient and thorough testing of software and hardware upgrades, enhancements and changes prior to moving to production utilizing each of the testing stages as appropriate;

(2) Minimal interruption to daily operations as a result of Solution testing; and

(3) The ability for the State to test changes outside of a production environment using all the same testing stages as defined in the pre-implementation testing as further described in Section A.12.c.

A.13. Training Requirements. The Contractor shall be responsible for delivering multiple levels of training using a variety of methods (on-site, remote, telephone support, computer-based, online) described in the Training Management Plan created by the Contractor and approved in writing by the State. Each training level will be tailored to a specific audience, specific job duties, and cover each component of the overall project. The Contractor shall be responsible for providing dedicated personnel that shall administer all training for each level of training. The Contractor shall ensure that dedicated training personnel are on-site at all times during on-site training and for a period of time, determined by the State and as documented in the approved Training Management Plan, after training has been completed. The Contractor shall also ensure that Contractor personnel are available by telephone for a period of time, determined by the State, to answer any training questions and provide training support as well as any needed technical support. Scheduling of the training shall be done in consultation with the State. Requested training materials (user guides, job aids, presentations, and other such material) shall be made available to the State at least thirty (30) calendar days prior to any training session for review and approval by the State.

a. These trainings shall be held at various locations (i.e., DSC, Third Party Partner location, External Outlet, central location, or regional location) around the state of Tennessee as determined by the State; the training times and dates shall be coordinated with State designated personnel.

b. At each level of training, the Contractor shall:

(1) Not limit the number of attendees at each training session. The State shall have a minimum of five (5) attendees for any type of post-implementation training;

(2) Provide sufficient training on the full use of hardware, peripherals, and software;

(3) Provide, to each trainee, an electronic PDF copy of user guides and job aids that contain information, step-by-step procedures, and instructions specific to each component of the overall project. Each user guide and job aid shall also include a complete list of possible error messages, together with instructions for locating
and correcting each error and step-by-step instructions for solving common problems;

(4) Grant the State a royalty-free license, at no additional cost to the State, to enable the State to reproduce and distribute unlimited additional copies of all documentation and training materials;

(5) Update or revise user guides and job aids when needed, especially when a Solution upgrade impacts (changes) how a process is performed;

(6) Permit the State, at no additional cost to the State, to make audio and video recordings of any training sessions for later use; and

(7) Specific to Solution Administrator and Account Administrator training, the Contractor shall meet the following requirements for technical manuals:

i. The Contractor shall create, maintain, and provide the State complete technical manuals which describe overall aspects of the Solution configuration, operating instruction, and problem diagnosis of all separate components or features of the Solution and the corresponding technical specifications, such as equipment diagrams and specifications, machine components, dimensions, electrical requirements, and temperature and humidity changes;

ii. The Contractor shall maintain comprehensive as-built documentation on all software aspects of the Solution, and its components installed on State-owned hardware, and shall provide the State with electronic copies of this documentation as revisions and/or changes are made. Documentation shall include, as applicable, file structure, directory structure, database record layout, Solution Hardware architecture, Solution architecture, registry settings/entries, services utilized, and all other instructions, diagrams, and any other information of any kind necessary for the State to understand and use the Solution;

iii. The Contractor shall provide, in electronic format, technical manuals and documentation materials, which are necessary for the State to operate and administer the Solution;

iv. The Contractor shall keep all technical manuals and documentation materials current, and update each one whenever any change is made to any component of the Solution, and shall make each revision available to the State five (5) days prior to release;

v. The Contractor shall not remove or redact any part of the technical manuals and documentation materials except to remove errors. Whenever an update is made to reflect a change, the obsolete information shall remain intact, accessible by necessary personnel, and be clearly marked that the information is updated, the period of time the information reflected the actual Solution design, and a reference to where the updated information is located; and

vi. The Contractor shall grant the State a royalty-free license, at no additional cost to the State, to enable the State to reproduce and distribute unlimited additional copies of all technical manuals and documentation materials for the State’s internal use.
c. Training levels shall be completed at either pre-implementation and/or post-implementation of the Solution. The number of trainings at each level (below) are listed as "per year of the Contract to be used throughout the Term of the Contract", meaning that the number of trainings at each level may be utilized at any time and in any given year throughout the Term of the Contract. Training levels shall include:

(1) Solution Administrator. This training shall provide a comprehensive overview of each component of the overall project so that the State’s designated personnel will have the knowledge necessary to operate and troubleshoot any of the components in the event of an emergency. The Contractor shall provide up to four (4) Solution Administrator trainings per year of the Contract to be used throughout the Term of the Contract;

(2) Account Administrator. This training shall cover functions associated with administering user accounts. Account administration shall include functions such as adding users, modifying account privileges, resetting account passwords, suspending account access, and deleting accounts. The Contractor shall provide up to four (4) Account Administrator trainings per year of the Contract to be used throughout the Term of the Contract;

(3) Train the Trainer. This training shall provide State designated personnel enough knowledge on the use of each component of the overall project so that they can train end users. The Contractor shall provide up to ten (10) Train the Trainer trainings per year of the Contract to be used throughout the Term of the Contract;

(4) End-User Training. The training shall cover all functions associated with proper operation and use of each component of the overall Solution. The training shall provide hands-on experience with all equipment and software in such a way to ensure that all users will become familiar with the Solution and how to use it. The Contractor shall provide up to eighteen (18) End-User trainings per year of the Contract to be used throughout the Term of the Contract;

(5) Ongoing and Refresher Training. In the event an upgrade impacts any component of the Solution, the Contractor shall provide training at the level impacted by the change at no additional costs to the State. For example, if the upgrade made a change to Solution administration, the Contractor shall provide additional Solution Administrator level training. At the request of the State, the Contractor shall provide refresher training on any functionality of the Solution at no additional costs to the State; and

(6) Online Help and Tutorials. The Solution shall include online documentation and training materials that cover topics such as context specific help and search capability including technical and procedural information.

A.14. Maintenance and Support. The Contractor shall be responsible for providing maintenance and support, described in the Maintenance and Support Management Plan created by the Contractor and approved in writing by the State, as follows:

a. Location of Maintenance and Support. All Contractor provided maintenance and support shall be conducted in the United States.

b. New Legislation, State, or Federal Requirements:

(1) The Contractor shall, upon request of the State and within forty-eight (48) business hours of receiving the State’s request, prepare and submit to the State a proposal or quote to be utilized by the State to prepare fiscal notes as needed for legislation pending before the Tennessee General Assembly. A Tennessee
legislative session typically occurs from January through May, but session work may occur at any time throughout the year.

c. **Support Services:**

(1) **Availability of support and method of support:**

i. The Contractor shall provide twenty-four hours per day, seven days per week, three hundred sixty five days per year (24/7/365) support services to the State by way of a monitored toll free telephone number and electronic mail (e-mail) address for reporting all Solution and Solution Hardware troubles; and

ii. Contractor Provided Help Desk Support:

   (a) The Contractor shall provide help desk support. The list of authorized State personnel to call the Contractor's help desk shall be provided to the Contractor. The Contractor's help desk, or technical support personnel, shall be knowledgeable and technically trained to answer/resolve Solution technical support problems, as well as, address Solution Hardware failures; and

   (b) When authorized State personnel call the Contractor's help desk, or technical support, the Contractor's technical support staff shall not place the State caller on hold for more than five (5) minutes;

(2) **Contact List:**

i. The Contractor shall provide a list with contact information for individuals assigned to provide maintenance and support by the Contractor, that shall include, at minimum, a primary and secondary contact number for each individual the Contractor identifies and shall be updated whenever a designated contact change occurs. These identified individuals on the contact list — as a whole — shall be available for support twenty-four (24) hours per day, seven (7) days per week, three hundred sixty-five (365) days per year (24/7/365), with the exception of leap years;

(3) **Contractor Personnel:**

i. The Contractor shall assign on-site personnel who shall be responsible for the oversight of all day-to-day operations during pre-implementation, implementation, and for a period of ninety (90) days post implementation;

(4) The Contractor shall, as part of the price per card cost, be responsible for the maintenance and support of all Solution Hardware and peripherals provided from the Contractor throughout the Term of the Contract;

(5) The Contractor shall resolve support requests and Defect reports based on the delivery of support services outlined below (Section A.14.c.(10));

(6) **Proactive Monitoring.** The Contractor shall, using diagnostic tools that meet the State’s security guidelines, be proactive in monitoring the Solution and not rely solely on the State to notify the Contractor of Solution-related problems;

(7) **Solution Availability.** The Contractor shall provide support services for the Solution to ensure the availability of the Solution 99.999% of the time calculated on a twenty-four (24) hours a day, seven (7) days a week, 365 days a year (with the exception of leap years) basis. In the event this Solution availability target is
not met, the Contractor shall give the State a pro-rated service credit towards the monthly software maintenance and support costs;

(8) **Solution Hardware Availability.** The Contractor shall provide support services for the Solution Hardware to ensure that the Solution Hardware maintains an uptime of ninety-five percent (95%) per year on all Solution Hardware. Downtime is calculated from the time a service call is placed with the Contractor until the time the Contractor’s designated personnel completes a repair or replacement Solution Hardware is received by the State. In the event this uptime target is not met, the Contractor shall give the State a pro-rated service credit towards the price per card costs;

(9) **Proactive Monitoring.** The Contractor shall proactively monitor the operational status of the Solution. The Contractor shall alert State designated personnel, as well as, Contractor’s support personnel of any problems and not rely solely on the State to notify the Contractor of Solution issues;

(10) **Delivery of Support Services.** The State reserves the right to determine and assign levels of priority for the issue and support problems. The priority of the issue and support problem shall determine the problem resolution response time as follows:

<table>
<thead>
<tr>
<th>Severity Level</th>
<th>Response</th>
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<tr>
<td>Urgent: A problem that severely impacts the State's use of the Solution, or any of its components, such as: loss of data or Solution is unable to function. The situation halts State's business operations and no procedural workarounds exist.</td>
<td>The State shall receive immediate e-mail acknowledgement following the reporting of the issue, and an initial response from Contractor’s support staff within thirty (30) minutes of receiving a request for support. Contractor's support staff shall provide a fix or procedural workaround within two (2) hours once the issue has been replicated and confirmed as a problem.</td>
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<tr>
<td>High: A problem where the Solution, or any of its components, is functioning, but the use is severely reduced. The situation is causing a high impact to portions of the State’s business operations and no procedural workarounds exist.</td>
<td>The State shall receive immediate e-mail acknowledgement following the reporting of the issue, and an initial response from Contractor’s support staff within thirty (30) minutes of receiving a request for support. Contractor's support staff shall provide a fix or procedural workaround within four (4) hours once the issue has been replicated and confirmed as a problem.</td>
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<td>Medium: A problem that involves partial, non-critical loss of use of the Solution, or any of its components. The situation is causing a medium-to-low impact on the State’s business operations, but users can continue to function, including by using a procedural workaround.</td>
<td>The State shall receive immediate e-mail acknowledgement following the reporting of the issue, and an initial response from Contractor’s support staff within thirty (30) minutes of receiving a request for support. A member of the Contractor’s support staff shall respond to the State within two (2) business days with a resolution (fix) or with a plan that shows a resolution (fix) shall occur within five (5) business days.</td>
</tr>
<tr>
<td>Low: A general usage question, reporting of a documentation error, or recommendation for a future product enhancement or modification. The situation is causing low-to-no impact on the State’s business operations or the performance or functionality of the Solution, or any of its components.</td>
<td>The State will be contacted by the Contractor’s support staff within two (2) business days with a response to the support question; or receive e-mail notification that the comment or recommendation for feature enhancement has been logged.</td>
</tr>
</tbody>
</table>
i. The response times listed above that require direct action by the Contractor’s support staff shall apply during the State’s business hours. For issues reported outside core business hours, response times, except for Urgent and High security level events, begin at the start of the next business day. Automated e-mail response times apply at all times. In the event of widespread outages impacting the Contractor’s support staff, the State will receive notification of an alternate site where status information will be posted until normal service resumes;

ii. If additional research is required by the Contractor’s support staff and the problem cannot be resolved or question answered immediately, then the Contractor’s help desk, or technical support staff, shall call back every two (2) hours to report progress on the problem’s resolution. The Contractor’s help desk staff shall continue, on a daily basis, or other basis agreed upon between the State and Contractor, to keep the State designated personnel informed on the progress of the problem’s resolution; and

iii. The Contractor shall keep a log of all maintenance and technical support calls made to the Contractor’s help desk, or technical support, personnel. The log shall document the complaints and problems reported to the Contractor’s help desk system by the State. The log shall be submitted to the State on a quarterly basis; and

(11) Delivery of Support Services for the Solution Hardware:

i. The Contractor shall provide a maximum response time of four (4) hours for Solution Hardware failures. Response time shall be calculated from the time the State notifies the Contractor of the failure, until the time the Contractor’s designated personnel arrives at the State’s individual location. For the State’s individual locations which have multiple machines and multiple active service calls, the Contractor’s designated personnel’s arrival shall stop the response time calculation for all open service calls at that location; and

ii. Post implementation, the Contractor shall deliver any additionally ordered consumables within two (2) business days of request, if placed before noon Central Time. All consumables considered to be an emergency must be delivered within one (1) business day of request.

d. Solution Maintenance. The Contractor shall:

(1) Make all necessary adjustments and repairs, at no additional cost to the State, to keep the Solution operating without abnormal interruptions and to correct latent deficiencies with respect to the Solution specifications;

(2) Maintain the current version of the Solution, and its functionalities, in substantial conformance with all specifications. The Contractor shall assign priority support resources to either:

i. Correct any reproducible problems, Defects, errors, or malfunctions which prevent the Solution, and its functionalities, from operating in substantial conformance with all specifications; or

ii. Provide a State-approved commercially reasonable alternative that shall substantially conform to all specifications; and
(3) Provide complete documentation of all Solution enhancements or revisions. Documentation must describe what an end user needs to know to understand each level on which the Solution operates.

e. Hardware Support, Replacement, New Location, and Relocation. The Contractor shall:

(1) Provide remote, and on-site if necessary, field hardware and software support of all Solution Hardware provided to the State by the Contractor. In the event of a failure of any such equipment, the Contractor shall respond in accordance with Section A.14.c. In the event that support is provided offsite and at the end of the Term of the Contract, the Contractor shall remove or destroy any data on the storage device in accordance with the current version of NIST Special Publication 800-88 prior to removing the hardware from a State facility. The Contractor shall at any of the following events: transition of Contract, termination of Contract, exchange of Solution hardware or at replacement of Solution hardware verify in writing to the State that all State data, including personally identifiable information ("PII"), contained upon Solution hardware has been erased, deleted, wiped, or otherwise destroyed. The Contractor shall provide an Affidavit of Destruction, within ten (10) business days of destruction, showing how the data was destroyed and when the data was destroyed;

(2) The State reserves the right to permit a substitute for Solution Hardware, provided the hardware is no longer being manufactured. Any substitution must be submitted in writing to the State for evaluation and approval. The functional, technical, and performance characteristics of the substituted hardware shall be equal to, or exceed, the equipment that is installed and accepted by the State upon implementation of the Solution;

(3) The Contractor shall provide a Spares inventory of ten percent (10%) of Solution Hardware on hand for the life of the Contract. If any Solution Hardware is found defective to trigger a warranty claim in excess of the on-site replacement parts inventory, the Contractor shall agree to repair or replace the defective device within three (3) calendar days of Contractor's receipt of such device; and

(4) The Contractor shall, with input from the State and only upon written request from the State, implement the Solution at a new location or relocate Solution Hardware from one location to a different location. These activities include, but are not limited to conducting a preliminary site survey at the location; dismantling and removing all equipment from current location (when relocating); hooking up and installing all equipment at location; and end-to-end testing of all equipment at location.

A.15. Change Requests/Orders.

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.h., 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.16. 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 generally 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.17. 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.

A.18. **Transition.** The Contractor shall work with the State under the State’s supervision for a period of one hundred twenty (120) days, prior to the expiration or termination of this Contract, to ensure the orderly transfer and efficient transition from current Contractor management to the State’s management (or management by a third party). During this transition period, the Contractor shall transfer any and all records, files, and logs to the State regarding work performed for the State during the Contract Term, without any additional cost to the State. Any and all requested data must be delivered to the State in a “readable” format that is not proprietary. Any and all State data, including personally identifiable information (“PII”), that the Contractor retains, or that is contained on any Contractor Solution hardware, shall be destroyed in accordance with a recognized industry standard for data destruction (i.e., National Institute for Standards and Technology 800-88) immediately after the termination of this Contract and the Contractor shall provide an Affidavit of Destruction, within ten (10) business days of destruction, showing how the data was destroyed and when the data was destroyed.

B. **TERM OF CONTRACT:**

This Contract shall be effective on June 01, 2021 (“Effective Date”) and extend for a period of eighty-four (84) 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:
<table>
<thead>
<tr>
<th>Goods or Services Description</th>
<th>Amount (per compensable increment)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>6/01/2021 to 5/31/2022</td>
</tr>
<tr>
<td>Solution Hardware, Solution Hardware Maintenance and Support, Consumables, and Credential Production (see Sections A.2.m., A.7., A.8., A.14., and C.3.d.)</td>
<td>$ /card</td>
</tr>
<tr>
<td>Software licensing and Software Maintenance and Support (see Section A.14. and C.3.e.)</td>
<td>$ /month</td>
</tr>
<tr>
<td>Postage for Mailing Credentials (see Section C.3.f.)</td>
<td>No markup</td>
</tr>
</tbody>
</table>

**Project Phases**

**Percentage of Project Phases Costs**

<table>
<thead>
<tr>
<th>Project Phases</th>
<th>Percentage of Project Phases Costs</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Cost of all phases (see Sections A.11. and C.3.c.)</td>
<td>$ total (payable in accordance with the following percentages)</td>
</tr>
<tr>
<td>Planning Phase (includes Initiation Phase) (see Sections A.11.a., A.11.b., and C.3.c.)</td>
<td>10%</td>
</tr>
<tr>
<td>Design Phase (see Sections A.11.c. and C.3.c.)</td>
<td>10%</td>
</tr>
<tr>
<td>Development Phase (see Sections A.11.d. and C.3.c.)</td>
<td>30%</td>
</tr>
<tr>
<td>Implementation Phase (see Sections A.11.e. and C.3.c.)</td>
<td>45%</td>
</tr>
<tr>
<td>Full Deployment of Solution (see Sections A.11.e.(5) and C.3.c.)</td>
<td>5%</td>
</tr>
</tbody>
</table>

**c.** The sum of the total payments related to completion of the Project Phases (see Section A.11.) shall be equal to one hundred percent (100%) of the cost of the Project Phases. The payments shall not be equal to one hundred percent (100%) of the Maximum Liability of the Contract. The Contractor shall be paid the noted percentage of cost upon completion of the phase. Payments for the Implementation Phase shall occur on a per location basis, and be payable when implementation is complete, as determined by the State, at each location. The final five percent (5%) of the Project Phases cost shall be paid after full deployment at all locations and as described in Section A.11.e.(5).

**d.** The price per card shall include Solution Hardware, Solution Hardware maintenance and support, consumables, and Credential production as described in Sections A.2.m., A.7., A.8., and A.14. This payment shall not begin until Credentials are actually produced. These costs are paid in arrears and shall be paid monthly for Credentials produced in the preceding month.
e. Payment for software licenses and software maintenance and support (see Section A.14.), shall not begin until the thirteenth (13th) month after full Solution implementation and deployment at all locations and shall include the State's formal acceptance of the Solution as set forth in Sections A.11.e.(5) and A.17.: These costs are paid in arrears and shall be prorated for any partial period to which the costs may be applicable.

f. The State shall reimburse the Contractor for the actual amount of postage spent on the mailing of all Credentials per Section A.8.d.(10). At the time of services, postage shall not exceed the cost of the first-class mail single-piece letter rate as determined by USPS.

g. The State shall not be required to pay any termination charges for the early return of any Solution Hardware. For example, in the event that the State no longer requires the use of Solution Hardware at any State designated location, the State may, with a thirty (30) day written notification, return the Solution Hardware without penalty or incurring monthly charges on future billings. The Contractor shall be required to pick-up the machine at no additional costs to the State.

h. The Contractor shall be compensated for changes requested and performed pursuant to Contract Section A.15., without a formal amendment of this Contract based upon the payment rates detailed in the schedule below and as agreed pursuant to Section A.15., PROVIDED THAT compensation to the Contractor for such “change order” work shall not exceed THIRTEEN (13%) 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 Section A.11.). 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.

<table>
<thead>
<tr>
<th>Service Description</th>
<th>Amount (per compensable increment)</th>
</tr>
</thead>
<tbody>
<tr>
<td>$ Amount per project</td>
<td></td>
</tr>
</tbody>
</table>

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

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 Department of Safety and Homeland Security
ATTN: Procurement Office, Budget Division
1150 Foster Avenue
Nashville, Tennessee 37243
Email Address: DI_FS_Procurement@tn.gov

a. Each invoice, on Contractor’s letterhead, shall clearly and accurately detail all of the following information (calculations must be extended and totaled correctly):

(1) Invoice number (assigned by the Contractor);
(2) Invoice date;
(3) Contract number (assigned by the State);
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:
Michael Hogan, Director
Driver Services Division
Tennessee Department of Safety and Homeland Security
1150 Foster Avenue
Nashville, Tennessee 37243
Email Address: Michael.Hogan@tn.gov
Telephone #: (615) 251-5140

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 One, 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 from 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, 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. For clarity, except as otherwise expressly set forth in this Section, Contractor’s indemnification obligations and other remedies available under this Contract are subject to the limitations on liability set forth in this Section.

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’ fees, court costs, expert witness fees, and other litigation expenses 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 through 67-6-608. 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, disqualified, or presently fall under any of the prohibitions of sections a-d.

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 for the affected obligations 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 State and federal laws and regulations applicable to Contractor in the Contractor’s 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, without regard to its conflict or choice of law rules. 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 through 9-8-408.

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), which includes Attachments One through Seven;
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. Iran Divestment Act. The requirements of Tenn. Code Ann. § 12-12-101, et seq., addressing contracting with persons as defined at Tenn. Code Ann. §12-12-103(5) that engage in investment activities in Iran, shall be a material provision of this Contract. The Contractor certifies, under penalty of perjury, that to the best of its knowledge and belief that it is not on the list created pursuant to Tenn. Code Ann. § 12-12-106.

D.32. Insurance. Contractor shall maintain insurance coverage as specified in this Section. The State reserves the right to amend or require additional insurance coverage, coverage amounts, and endorsements required under this Contract. Contractor’s failure to maintain or submit evidence of insurance coverage, as required, is a material breach of this Contract. If Contractor loses insurance coverage, fails to renew coverage, or for any reason becomes uninsured during the Term, Contractor shall immediately notify the State. All insurance companies providing coverage must be: (a) acceptable to the State; (b) authorized by the Tennessee Department of Commerce and Insurance (“TDCI”); and (c) rated A- / VII or better by A.M. Best. All coverage must be on a primary basis and noncontributory with any other insurance or self-insurance carried by the State. Contractor agrees to name the State as an additional insured on any insurance policy with the exception of workers’ compensation (employer liability) and professional liability (errors and omissions) insurance. All policies must contain an endorsement for a waiver of subrogation in favor of the State. Any deductible or self insured retention (“SIR”) over fifty thousand dollars ($50,000) must be approved by the State. The deductible or SIR and any premiums are the Contractor’s sole responsibility. 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.

To achieve the required coverage amounts, a combination of an otherwise deficient specific policy and an umbrella policy with an aggregate meeting or exceeding the required coverage amounts is acceptable. For example: If the required policy limit under this Contract is for two million dollars ($2,000,000) in coverage, acceptable coverage would include a specific policy covering one million dollars ($1,000,000) combined with an umbrella policy for an additional one million dollars ($1,000,000). If the deficient underlying policy is for a coverage area without aggregate limits (generally Automobile Liability and Employers’ Liability Accident), Contractor shall provide a copy of the umbrella insurance policy documents to ensure that no aggregate limit applies to the umbrella policy for that coverage area. In the event that an umbrella policy is being provided to achieve any required coverage amounts, the umbrella policy shall be accompanied by an endorsement at least as broad as the Insurance Services Office, Inc. (also known as “ISO”) “Noncontributory—Other Insurance Condition” endorsement or shall be written on a policy form that addresses both the primary and noncontributory basis of the umbrella policy if the State is otherwise named as an additional insured.

Contractor shall provide the State a certificate of insurance (“COI”) evidencing the coverages and amounts specified in this Section. The COI must be on a form approved by the TDCI (standard ACORD form preferred). The COI must list each insurer’s National Association of Insurance Commissioners (NAIC) number and be signed by an authorized representative of the insurer. The COI must list the State of Tennessee – CPO Risk Manager, 312 Rosa L. Parks Ave., 3rd floor Central Procurement Office, Nashville, TN 37243 as the certificate holder. Contractor shall provide the COI ten (10) business days prior to the Effective Date and again thirty (30) calendar
days before renewal or replacement of coverage. Contractor shall provide the State evidence
that all subcontractors maintain the required insurance or that subcontractors are included under
the Contractor’s policy. At any time, the State may require Contractor to provide a valid COI.
The Parties agree that failure to provide evidence of insurance coverage as required is a material
breach of this Contract. If Contractor self-insures, then a COI will not be required to prove
coverage. Instead Contractor shall provide a certificate of self-insurance or a letter, on
Contractor’s letterhead, detailing its coverage, policy amounts, and proof of funds to reasonably
cover such expenses. The State reserves the right to require complete, certified copies of all
required insurance policies, including endorsements required by these specifications, at any time.

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.

The insurance obligations under this Contract shall be: (1) — all the insurance coverage
and policy limits carried by the Contractor; or (2) — the minimum insurance coverage
requirements and policy limits shown in this Contract; whichever is greater. Any
insurance proceeds in excess of or broader than the minimum required coverage and
minimum required policy limits, which are applicable to a given loss, shall be available to
the State. No representation is made that the minimum insurance requirements of the
Contract are sufficient to cover the obligations of the Contractor arising under this
Contract. The Contractor shall obtain and maintain, at a minimum, the following insurance
coverages and policy limits.

a. Commercial General Liability (“CGL”) Insurance

1) The Contractor shall maintain CGL, which shall be written on an ISO Form CG
00 01 occurrence form (or a substitute form providing equivalent coverage) and
shall cover liability arising from property damage, premises and operations
products and completed operations, bodily injury, personal and advertising injury,
and liability assumed under an insured contract (including the tort liability of
another assumed in a business contract).

The Contractor shall maintain single limits not less than one million dollars
($1,000,000) per occurrence. If a general aggregate limit applies, either the
general aggregate limit shall apply separately to this policy or location of
occurrence or the general aggregate limit shall be twice the required occurrence
limit.

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 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 through 50-6-103, then the Contractor shall furnish written proof of such exemption for one or more of the following reasons:

i. The Contractor employs 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


c. Automobile Liability Insurance

1) The Contractor shall maintain automobile liability insurance which shall cover liability arising out of any automobile (including owned, leased, hired, and non-owned automobiles).

2) The Contractor shall maintain bodily injury/property damage with a limit not less than one million dollars ($1,000,000) per occurrence or combined single limit.

d. Technology Professional Liability (Errors & Omissions)/Cyber Liability Insurance

1) The Contractor shall maintain technology professional liability (errors & omissions)/cyber liability insurance appropriate to the Contractor’s profession in an amount not less than ten million dollars ($10,000,000) per occurrence or claim and ten million dollars ($10,000,000) annual aggregate, covering all acts, claims, errors, omissions, negligence, infringement of intellectual property (including copyright, patent and trade secret); network security and privacy risks, including but not limited to unauthorized access, failure of security, information theft, damage to destruction of or alteration of electronic information, breach of privacy perils, wrongful disclosure and release of private information, collection, or other negligence in the handling of confidential information, and including coverage for related regulatory fines, defenses, and penalties.

2) Such coverage shall include data breach response expenses, in an amount not less than ten million dollars ($10,000,000) and payable whether incurred by the State or Contractor, including but not limited to consumer notification, whether or not required by law, computer forensic investigations, public relations and crisis management firm fees, credit file or identity monitoring or remediation services and expenses in the performance of services for the State or on behalf of the State hereunder.

e. Crime Insurance

1) The Contractor shall maintain crime insurance, which shall be written on a “loss sustained form” or “loss discovered form” providing coverage for third party fidelity, including cyber theft and extortion. The policy must allow for reporting of circumstances or incidents that may give rise to future claims, include an extended reporting period of no less than two (2) years with respect to events
which occurred but were not reported during the term of the policy, and not contain a condition requiring an arrest or conviction.

2) Any crime insurance policy shall have a limit not less than one million dollars ($1,000,000) per claim and one million dollars ($1,000,000) in the aggregate. Any crime insurance policy shall contain a Social Engineering Fraud Endorsement with a limit of not less than two hundred and fifty thousand dollars ($250,000). This insurance may be written on a claims-made basis, but in the event that coverage is cancelled or non-renewed, the Contractor shall purchase an extended reporting or "tail coverage" of at least two (2) years after the Term.

D.33. Major Procurement Contract Sales and Use Tax. Pursuant to Tenn. Code Ann. § 4-39-102 and to the extent applicable, the Contractor and the Contractor’s subcontractors shall remit sales and use taxes on the sales of goods or services that are made by the Contractor or the Contractor’s subcontractors and that are subject to tax.

D.34. 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. 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. Printing Authorization. The Contractor agrees that no publication coming within the jurisdiction of Tenn. Code Ann. §§ 12-7-101, et. seq., shall be printed pursuant to this Contract unless a printing authorization number has been obtained and affixed as required by Tenn. Code Ann. § 12-7-103 (d).

E.3. State Ownership of Goods. The State shall have ownership, right, title, and interest in all goods provided by Contractor under this Contract including full rights to use the goods and transfer title in the goods to any third parties.

E.4. Additional lines, items, or options. At its sole discretion, the State may make written requests to the Contractor to add lines, items, or options that are needed and within the Scope but were not included in the original Contract. Such lines, items, or options will be added to the Contract through a Memorandum of Understanding (“MOU”), not an amendment.

a. After the Contractor receives a written request to add lines, items, or options, the Contractor shall have ten (10) business days to respond with a written proposal. The Contractor’s written proposal shall include:

(1) The effect, if any, of adding the lines, items, or options on the other goods or services required under the Contract;

(2) Any pricing related to the new lines, items, or options;
(3) The expected effective date for the availability of the new lines, items, or options; and

(4) Any additional information requested by the State.

b. The State may negotiate the terms of the Contractor’s proposal by requesting revisions to the proposal.

c. To indicate acceptance of a proposal, the State will sign it. The signed proposal shall constitute a MOU between the Parties, and the lines, items, or options shall be incorporated into the Contract as if set forth verbatim.

d. Only after a MOU has been executed shall the Contractor perform or deliver the new lines, items, or options.

E.5. Intellectual Property Indemnity. 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, 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.

In addition to the above indemnity, if the State’s use of any deliverable, or any portion thereof, provided under this Contract, is or is likely to be enjoined by order of a court of competent jurisdiction as such an infringement or unauthorized use, the Contractor, at its expense, shall: (x) procure for the State the continued use of such deliverable; (y) replace such deliverable with a non-infringing counterpart; or (z) modify such deliverable so it becomes non-infringing; provided that, if (y) or (z) is the option chosen by the Contractor, the replacement or modified deliverable must be capable of performing substantially the same function. Notwithstanding the foregoing, the State retains the right to terminate the Contract in accordance with Section D.6 hereunder in the event of such infringement or unauthorized use, and any such exercise of these allowable options by Contractor shall not relieve Contractor of its indemnity obligations under this Section.

E.6. 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.7. 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.8. Extraneous Terms and Conditions. Contractor shall fill all orders submitted by the State under this Contract. No purchase order, invoice, or other documents associated with any sales, orders, or supply of any good or service under this Contract shall contain any terms or conditions other than as set forth in the Contract. Any such extraneous terms and conditions shall be void, invalid and unenforceable against the State. Any refusal by Contractor to supply any goods or services under this Contract conditioned upon the State submitting to any extraneous terms and conditions shall be a material breach of the Contract and constitute an act of bad faith by Contractor.
E.9. **Transfer of Ownership of Custom Software Developed for the State.**

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 for the State under this Contract intended to function with the Contractor-Owned Software or any Work Product provided under this Contract.

(3) “Rights Transfer Application Software,” shall mean any pre-existing application software and documentation owned or supplied by Contractor or a third party necessary for the use, functioning, support, or maintenance of the Contractor-Owned Software, the Custom-Developed Application Software, Third Party Software, and any Work Product provided to State.

(4) “Third-Party Software,” shall mean software supplied by Contractor under this Contract or necessary for the functioning of any Work Product not owned by the State or the Contractor.

(5) “Work Product,” shall mean all deliverables such as software, software source code, documentation, planning, etc., that are created, designed, developed, or documented by the Contractor for the State under this Contract. Work Product shall include Rights Transfer Application 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 or transfer of rights or ownership granted under this Contract. Contractor grants the State a perpetual non-exclusive license to the Contractor-Owned Software to be used solely with the Custom-Developed Application Software and the Work Product.

(2) Contractor shall provide the source code in the Custom-Developed Application Software, Work Product and the Contractor-Owned Software, with all subsequent modifications, enhancements, bug-fixes or any other changes in the source code of the Work Product and the Contractor-Owned Software and all other code and documentation necessary for the Custom-Developed Application Software to be installed and function as intended and as set forth in this Contract, to the State.

(3) Contractor may lease or sell the Custom-Developed Application Software to third parties with the written permission of the State, which permission may be conditioned on the State receiving royalties from such sales or licenses.

(4) All right, title and interest in and to the Custom-Developed Application Software, 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 Custom-Developed Application Software, 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 Custom-Developed Application Software, including without limitation the copyrights, patents, trade secrets, and other intellectual property rights arising out of or embodied by the Custom-Developed Application Software. 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.

(5) 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 or other rights granted to the State under this Contract or otherwise.

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.10. Contractor Hosted Services Confidential Data, Audit, and Other Requirements.

a. “Confidential State Data” is defined as data deemed confidential by State or Federal statute or regulation. The Contractor shall protect Confidential State Data as follows:

(1) The Contractor shall ensure that all Confidential State Data is housed in the continental United States, inclusive of backup data.

(2) The Contractor shall encrypt Confidential State Data at rest and in transit using the current version of Federal Information Processing Standard (“FIPS”) 140-2 validated encryption technologies.

(3) The Contractor and the Contractor’s processing environment containing Confidential State Data shall either (1) be in accordance with at least one of the following security standards: (i) International Standards Organization (“ISO”) 27001; (ii) Federal Risk and Authorization Management Program (“FedRAMP”); or (2) be subject to an annual engagement by a CPA firm in accordance with the standards of the American Institute of Certified Public Accountants (“AICPA”) for a System and Organization Controls for service organizations (“SOC”) Type II audit. The State shall approve the SOC audit control objectives. The Contractor shall provide proof of current ISO certification or FedRAMP authorization for the Contractor and Subcontractor(s), or provide the State with the Contractor’s and Subcontractor’s annual SOC Type II audit report within 30 days from when the CPA firm provides the audit report to the Contractor or Subcontractor. The Contractor shall submit corrective action plans to the State for any issues included in the audit report within 30 days after the CPA firm provides the audit report to the Contractor or Subcontractor.

If the scope of the most recent SOC audit report does not include all of the current State fiscal year, upon request from the State, the Contractor must provide to the State a letter from the Contractor or Subcontractor stating whether the Contractor or Subcontractor made any material changes to their control environment since the prior audit and, if so, whether the changes, in the opinion of the Contractor or Subcontractor, would negatively affect the auditor’s opinion in the most recent audit report.

No additional funding shall be allocated for these certifications, authorizations, or audits as these are included in the Maximum Liability of this Contract.”
(4) The Contractor must annually perform Penetration Tests and Vulnerability Assessments against its Processing Environment. “Processing Environment” shall mean the combination of software and hardware on which the Application runs. “Application” shall mean the computer code that supports and accomplishes the State’s requirements as set forth in this Contract. “Penetration Tests” shall be in the form of attacks on the Contractor’s computer system, with the purpose of discovering security weaknesses which have the potential to gain access to the Processing Environment’s features and data. The “Vulnerability Assessment” shall be designed and executed to define, identify, and classify the security holes (vulnerabilities) in the Processing Environment. The Contractor shall allow the State, at its option, to perform Penetration Tests and Vulnerability Assessments on the Processing Environment.

(5) Contractor shall be certified to host Payment Card Industry (“PCI”) data in accordance with the current version of PCI DSS (“Data Security Standard”), maintained by the PCI Security Standards Council.

(6) Upon State request, the Contractor shall provide a copy of all Confidential State Data it holds. The Contractor shall provide such data on media and in a format determined by the State.

(7) Upon termination of this Contract and in consultation with the State, the Contractor shall destroy all Confidential State Data it holds (including any copies such as backups) in accordance with the current version of National Institute of Standards and Technology (“NIST”) Special Publication 800-88. The Contractor shall provide a written confirmation of destruction to the State within ten (10) business days after destruction.

b. Minimum Requirements

(1) The Contractor and all data centers used by the Contractor to host State data, including those of all Subcontractors, must comply with the State’s Enterprise Information Security Policies as amended periodically. The State’s Enterprise Information Security Policies document is found at the following URL: https://www.tn.gov/finance/strategic-technology-solutions/strategic-technology-solutions/sts-security-policies.html.

(2) The Contractor agrees to maintain the Application so that it will run on a current, manufacturer-supported Operating System. “Operating System” shall mean the software that supports a computer’s basic functions, such as scheduling tasks, executing applications, and controlling peripherals.

(3) If the Application requires middleware or database software, Contractor shall maintain middleware and database software versions that are at all times fully compatible with current versions of the Operating System and Application to ensure that security vulnerabilities are not introduced.

c. Comptroller Audit Requirements

Upon reasonable notice and at any reasonable time, the Contractor and Subcontractor(s) agree to allow the State, the Comptroller of the Treasury, or their duly appointed representatives to perform information technology control audits of the Contractor and all Subcontractors used by the Contractor. Contractor will maintain and cause its Subcontractors to maintain a complete audit trail of all transactions and activities in connection with this Contract.
Contractor will provide to the State, the Comptroller of the Treasury, or their duly appointed representatives access to Contractor and Subcontractor(s) personnel for the purpose of performing the information technology control audit.

The information technology control audit may include a review of general controls and application controls. General controls are the policies and procedures that apply to all or a large segment of the Contractor’s or Subcontractor’s information systems and applications and include controls over security management, access controls, configuration management, segregation of duties, and contingency planning. Application controls are directly related to the application and help ensure that transactions are complete, accurate, valid, confidential, and available. The audit shall include the Contractor’s and Subcontractor’s compliance with the State’s Enterprise Information Security Policies and all applicable requirements, laws, regulations or policies.

The audit may include interviews with technical and management personnel, physical inspection of controls, and review of paper or electronic documentation.

For any audit issues identified, the Contractor and Subcontractor(s) shall provide a corrective action plan to the State within 30 days from the Contractor or Subcontractor receiving the audit report.

Each party shall bear its own expenses incurred while conducting the information technology controls audit.

d. Business Continuity Requirements. The Contractor shall maintain set(s) of documents, instructions, and procedures which enable the Contractor to respond to accidents, disasters, emergencies, or threats without any stoppage or hindrance in its key operations (“Business Continuity Requirements”). Business Continuity Requirements shall include:

(1) “Disaster Recovery Capabilities” refer to the actions the Contractor takes to meet the Recovery Point and Recovery Time Objectives defined below. Disaster Recovery Capabilities shall meet the following objectives:

i. Recovery Point Objective (“RPO”). The RPO is defined as the maximum targeted period in which data might be lost from an IT service due to a major incident: ZERO (0) MINUTES.

ii. Recovery Time Objective (“RTO”). The RTO is defined as the targeted duration of time and a service level within which a business process must be restored after a disaster (or disruption) in order to avoid unacceptable consequences associated with a break in business continuity: FOUR (4) HOURS.

(2) The Contractor and the Subcontractor(s) shall perform at least one Disaster Recovery Test every three hundred sixty-five (365) days. A “Disaster Recovery Test” shall mean the process of verifying the success of the restoration procedures that are executed after a critical IT failure or disruption occurs. The Disaster Recovery Test shall use actual State Data Sets that mirror production data, and success shall be defined as the Contractor verifying that the Contractor can meet the State’s RPO and RTO requirements. A “Data Set” is defined as a collection of related sets of information that is composed of separate elements but can be manipulated as a unit by a computer. The Contractor shall provide written confirmation to
the State after each Disaster Recovery Test that its Disaster Recovery Capabilities meet the RPO and RTO requirements.

E.11. **State Furnished Property.** The Contractor shall be responsible for the correct use, maintenance, and protection of all articles of nonexpendable, tangible personal property furnished by the State for the Contractor's use under this Contract. Upon termination of this Contract, all property furnished by the State shall be returned to the State in the same condition as when received, less ordinary wear and tear. Should the property be destroyed, lost, or stolen, the Contractor shall be responsible to the State for the fair market value of the property at the time of loss.

E.12. **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.13. **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 34901-01225 (RFP Attachment 6.2., Section B., Item 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 monthly report of participation in the performance of this Contract by small business enterprises and businesses owned by minorities, women, service-disabled veterans, and persons with disabilities. Such reports shall be provided to the State of Tennessee Governor's Office of Diversity Business Enterprise in the TN Diversity Software available online at: https://tn.diversitysoftware.com/FrontEnd/StartCertification.asp?TN=tn&XID=9810.

E.14. **Partial Takeover of Contract.** The State may, at its convenience and without cause, exercise a partial takeover of any service that the Contractor is obligated to perform under this Contract, including any service which is the subject of a subcontract between Contractor and a third party (a "Partial Takeover"). A Partial Takeover of this Contract by the State shall not be deemed a breach of contract. The Contractor shall be given at least thirty (30) days prior written notice of a Partial Takeover. The notice shall specify the areas of service the State will assume and the date the State will be assuming. The State's exercise of a Partial Takeover shall not alter the Contractor's other duties and responsibilities under this Contract. The State reserves the right to withhold from the Contractor any amounts the Contractor would have been paid but for the State's exercise of a Partial Takeover. The amounts shall be withheld effective as of the date the State exercises its right to a Partial Takeover. The State's exercise of its right to a Partial Takeover of this Contract shall not entitle the Contractor to any actual, general, special, incidental, consequential, or any other damages irrespective of any description or amount.

E.15. **Personally Identifiable Information.** While performing its obligations under this Contract, Contractor may have access to Personally Identifiable Information held by the State ("PII"). For the purposes of this Contract, "PII" includes "Nonpublic Personal Information" as that term is defined in Title V of the Gramm-Leach-Bliley Act of 1999 or any successor federal statute, and the rules and regulations thereunder, all as may be amended or supplemented from time to time ("GLBA") and personally identifiable information and other data protected under any other applicable laws, rule or regulation of any jurisdiction relating to disclosure or use of personal information ("Privacy Laws"). Contractor agrees it shall not do or omit to do anything which would cause the State to be in breach of any Privacy Laws. Contractor shall, and shall cause its employees, agents and representatives to: (i) keep PII confidential and may use and disclose PII only as necessary to carry out those specific aspects of the purpose for which the PII was disclosed to Contractor and in accordance with this Contract, GLBA and Privacy Laws; and (ii) implement and maintain appropriate technical and organizational measures regarding information security to: (A) ensure the security and confidentiality of PII; (B) protect against any threats or hazards to the security or integrity of PII; and (C) prevent unauthorized access to or use of PII. Contractor shall immediately notify State: (1) of any disclosure or use of any PII by Contractor or any of its employees, agents and representatives in breach of this Contract; and (2) of any disclosure of any PII to Contractor or its employees, agents and representatives where the
purpose of such disclosure is not known to Contractor or its employees, agents and representatives. The State reserves the right to review Contractor’s policies and procedures used to maintain the security and confidentiality of PII and Contractor shall, and cause its employees, agents and representatives to, comply with all reasonable requests or directions from the State to enable the State to verify or ensure 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 of unauthorized access to or potential disclosure of PII in the custody or control of Contractor (“Unauthorized Disclosure”) that come to the Contractor’s attention. Any such report shall be made by the Contractor within twenty-four (24) hours after the Unauthorized Disclosure has come to the attention of the Contractor. Contractor shall take all necessary measures to halt any further Unauthorized Disclosures. The Contractor, at the sole discretion of the State, shall provide no cost credit monitoring services for individuals whose PII was affected by the Unauthorized Disclosure. The Contractor shall bear the cost of notification to all individuals affected by the Unauthorized Disclosure, including individual letters and public notice. The remedies set forth in this Section are not exclusive and are in addition to any claims or remedies available to this State under this Contract or otherwise available at law. The obligations set forth in this Section shall survive the termination of this Contract.

IN WITNESS WHEREOF,

CONTRACTOR LEGAL ENTITY NAME:

______________________________________________________________________________
CONTRACTOR SIGNATURE DATE

______________________________________________________________________________
PRINTED NAME AND TITLE OF CONTRACTOR SIGNATORY (above)
DEPARTMENT OF SAFETY AND HOMELAND SECURITY:

______________________________________________________________________________
JEFF LONG, COMMISSIONER DATE
**ATTESTATION RE PERSONNEL USED IN CONTRACT PERFORMANCE**

<table>
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<tr>
<td>CONTRACTOR LEGAL ENTITY NAME:</td>
<td></td>
</tr>
<tr>
<td>EDISON VENDOR IDENTIFICATION NUMBER:</td>
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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. Attach evidence documenting the individual’s authority to contractually bind the Contractor, unless the signatory is the Contractor’s chief executive or president.

**PRINTED NAME AND TITLE OF SIGNATORY**

**DATE OF ATTESTATION**
## DISCLAIMER:
Data is accurate as of date shown. The number of Driver Services Centers is subject to change and does not, and shall not, constitute any guarantee of any type of volume guarantee or minimum purchase quantity. The number of Driver Services Centers shall not create rights, interests, or claims of entitlement.

<table>
<thead>
<tr>
<th>DL CNT #</th>
<th>COUNTY</th>
<th>Station Name</th>
<th>Physical Address</th>
<th>City</th>
<th>TN</th>
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</table>
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<th>TN</th>
<th>Zip Code</th>
<th>HOURS</th>
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RFP # 34901-01225
DISCLAIMER: Data is accurate as of date shown. The number of Third Party Providers is subject to change and does not, and shall not, constitute any guarantee of any type of volume guarantee or minimum purchase quantity. The number of Third Party Providers shall not create rights, interests, or claims of entitlement.

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DISCLAIMER: Data is accurate as of date shown. The number of Third Party Providers is subject to change and does not, and shall not, constitute any guarantee of any type of volume guarantee or minimum purchase quantity. The number of Third Party Providers shall not create rights, interests, or claims of entitlement.

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<th>Station No</th>
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**DISCLAIMER**: Data is accurate as of date shown. These numbers are subject to change and do not, and shall not, constitute any guarantee of any type of volume guarantee or minimum production quantity. These numbers shall not create rights, interests, or claims of entitlement.

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<th>ID Count</th>
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## Tennessee Department of Safety and Homeland Security
### Credential Issuance and Renewal Transaction Totals by Location
(July 01, 2018 to June 30, 2019)

**DISCLAIMER:** Data is accurate as of date shown. These numbers are subject to change and do not, and shall not, constitute any guarantee of any type of volume guarantee or minimum production quantity. These numbers shall not create rights, interests, or claims of entitlement.

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<th>Issuing Location</th>
<th>License Count</th>
<th>ID Count</th>
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**DISCLAIMER**: Data is accurate as of date shown. The number of workstations is subject to change and does not, and shall not, constitute any guarantee of any type of volume guarantee or minimum purchase quantity. The number of workstations shall not create rights, interests, or claims of entitlement.

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RFP # 34901-01225
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**DISCLAIMER:** Data is accurate as of date shown. The number of workstations is subject to change and does not, and shall not, constitute any guarantee of any type of volume guarantee or minimum purchase quantity. The number of workstations shall not create rights, interests, or claims of entitlement.

### DSC Examiner Workstation Information as of August 04, 2020

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### DSC Examiner Workstation Information as of August 04, 2020

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Summary:

The State of Tennessee is redesigning its driver services’ customer experience to pursue and achieve the goal of no waiting in its Driver Services Centers and to have minimal in-person contact. This will both minimize the need for an in-person interaction with a Driver Services Examiner and to minimize the in-person time when Driver Services Examiner review or in-person transaction completion is required while still maintaining the full Driver Services Examiner-led transactions for those who need or want the full in-person experience. This will be accomplished through the following:

1. Maximizing customers’ eligibility-based online and self-service transaction capabilities as permitted by law;

2. Having an appointment-, virtual line management-, virtual lobby-, and self-service-focused Driver Services Center organization and workflow that leverages the use of personnel in the role as ‘greeters’ using tablets; and

3. Using portable Driver Services Examiner workstations to provide community-located, full-service transactions in locations other than a Driver Services Center and locations that support social distancing in accordance with the Centers for Disease Control and Prevention (CDC) guidelines.

Details:

a. The transaction capabilities of a Customer Kiosk will combine and expand on the capabilities of the State’s current ‘super kiosks’, iPad kiosks, and queuing kiosks. A Customer Kiosk will take a customer’s photo, in accordance with law and policy, will take payment using a variety of payment cards, and will produce a customer receipt that together with an inactive (expired) Credential will provide proof of driving privilege, but the customer receipt will not, by itself, be considered a Credential.

b. A driver services transaction can, in accordance with law and policy, be started on either the eServices platform or a Customer Kiosk, but always within eligibility constraints for any person using a Customer Kiosk. Eligibility information for a customer will be obtained from the ALIST.

c. The eServices platform and a Customer Kiosk operating in ‘unattended mode’ (fully self-service, no one will be providing in-person assistance) will allow a customer to start the application process outside of a Driver Services Center. A Customer Kiosk operating in ‘attended mode’ (someone is available to provide in-person assistance) will allow a customer to start the application process upon arrival at a Driver Services Center or other location where in-person assistance is available. A customer will enter the application data.

d. A Customer Kiosk will offer the same transaction functionality, subject to user eligibility, in both the ‘unattended mode’ and the ‘attended mode’. Transactions can be started even if the Customer Kiosk is in ‘attended mode’ in a Driver Services Center that does not offer completion of the customer’s transaction at the particular Driver Services Center (i.e., not all Driver Services Centers perform reinstatements or commercial driver license (“CDL”) transactions requiring road skills tests).

e. Only the eServices platform (not the Customer Kiosk) will provide the capability to upload a picture of issuance documents and compliance documents.

f. A Customer Kiosk will not provide scanning or submission of issuance documents or compliance documents.
g. The eServices platform and a Customer Kiosk will permit a customer to save a partial transaction for later completion in a Driver Services Center at an Examiner Workstation for those transactions that by law and policy cannot be completed on the eServices platform or on a Customer Kiosk.

h. The ALIST will provide functionality for State-designated personnel to review, including approval, denial, and communication back to the customer, documents that were uploaded by the customer and are contained in a partial transaction.

i. A Customer Kiosk will use the same data elements to lookup customers as is used in the eServices platform.

j. If a customer has a Tennessee driver license, the eServices platform and a Customer Kiosk will determine if the customer has a partial transaction in the ALIST. If so, the customer will be able to continue the partial transaction, if permitted by law and policy and depending on the customer’s location and platform. If not, the customer will be referred to a Driver Services Examiner by way of the queuing system if the customer is in a Driver Services Center at a Customer Kiosk in ‘attended mode’, or by offering the customer an appointment if the customer is not in a Driver Services Center or is using the eServices platform or a Customer Kiosk in ‘unattended mode’.

k. If a customer has a Tennessee driver license, but no partial transaction, the eServices platform and a Customer Kiosk will offer new transactions based on customer eligibility. The customer will select the desired transaction and will be able to complete, subject to eligibility, as many types of transactions on the eServices platform or on the Customer Kiosk as are permitted by law and policy and depending on the customer’s location and platform. If a transaction that was started or continued on the eServices platform or a Customer Kiosk cannot be completed due to law and policy, the customer will be referred to a Driver Services Examiner by way of the queuing system if the customer is in a Driver Services Center, or by offering the customer an appointment if the customer is not in a Driver Services Center.

l. The eServices platform will not take a customer’s photo.

m. Goal: a customer can finish as many transaction types as possible, as permitted by law and policy, on a Customer Kiosk that is operating in either ‘attended mode’ or ‘unattended mode’.

n. Goal: take a customer’s photo, in accordance with law and policy, on a Customer Kiosk.

o. If a customer is not a Tennessee resident, the customer will need to complete a new resident transaction to apply for a Tennessee driver license or Tennessee photo identification license. The new resident transaction can be started, but not completed, on the eServices platform or on a Customer Kiosk. A partial transaction will be stored in the ALIST and the customer will be referred to a Driver Services Examiner by way of the queuing system if the customer is in a Driver Services Center, or the customer will be offered an appointment if the customer is not in a Driver Services Center.

p. The State may choose to limit some of the Customer Kiosks to specific functions (i.e., customer queuing that will be accomplished by foot traffic management; or dedicating one or more Customer Kiosks to new resident transactions in the larger Driver Services Centers).

q. The State plans on implementing Examiner Workstations that are portable (can be packed up and transported from place to place) to supplement available channels of service. The portable Examiner Workstations shall operate identical to an Examiner Workstation in a Driver Services Center and process any real-time transaction. The portable Examiner Workstation will not be used for any over-the-counter (“OTC”) Credential issuance.

r. The following flowcharts are a visual depiction of the customer experience.
High-Level To-Be Customer Experience – E-Services (Computer/Mobile Device)

E-Services to be provided separately as part of ALIST

**Customer**
- A1 Provide ID ➔ A2 Select Transaction; Enter Requested Data ➔ A3 Take/Upload Document Photos ➔ A4 Enter Payment Information ➔ A5 End

**E-Services**
- B1 Present Eligible Transaction Options ➔ B2 Documents Req’d?

**Internal A-LIST**
- YES → C1 Partial Transaction Stored in A-LIST
- NO → B3 DSC Visit Req’d?

**Attended Kiosk**
- YES → D1 Check In / Add to Queue ➔ DSC Visit Req’d?
- NO → B2 Documents Req’d?

**Examiner**
- E1 Vet/Validate Docs; Complete Transaction ➔ E2 Process Payment Via FIS ➔ E3 Produce Receipt
### High-Level To-Be Customer Experience – Unattended Kiosk

#### Customer

<table>
<thead>
<tr>
<th>Step</th>
<th>Action</th>
</tr>
</thead>
<tbody>
<tr>
<td>A1</td>
<td>Provide ID</td>
</tr>
<tr>
<td>A2</td>
<td>Select Transaction; Enter Requested Data</td>
</tr>
<tr>
<td>A3</td>
<td>Enter Payment Information</td>
</tr>
<tr>
<td>A4</td>
<td>End</td>
</tr>
</tbody>
</table>

#### Unattended Kiosk

<table>
<thead>
<tr>
<th>Step</th>
<th>Action</th>
</tr>
</thead>
<tbody>
<tr>
<td>B1</td>
<td>Present Eligible Transaction Options</td>
</tr>
<tr>
<td>B2</td>
<td>DSC Visit Req'd?</td>
</tr>
<tr>
<td>B3</td>
<td>Direct Customer to Schedule Appointment / Visit DSC</td>
</tr>
<tr>
<td>B4</td>
<td>Photo Req'd?</td>
</tr>
<tr>
<td>B5</td>
<td>Take Photo</td>
</tr>
<tr>
<td>B6</td>
<td>Process Payment via FIS</td>
</tr>
<tr>
<td>B7</td>
<td>Produce Receipt</td>
</tr>
</tbody>
</table>

#### Internal A-LIST

<table>
<thead>
<tr>
<th>Step</th>
<th>Action</th>
</tr>
</thead>
<tbody>
<tr>
<td>C1</td>
<td>Partial Transaction Stored in A-LIST</td>
</tr>
</tbody>
</table>

#### Attended Kiosk

<table>
<thead>
<tr>
<th>Step</th>
<th>Action</th>
</tr>
</thead>
<tbody>
<tr>
<td>D1</td>
<td>Check In / Add to Queue</td>
</tr>
</tbody>
</table>

#### Examiner

<table>
<thead>
<tr>
<th>Step</th>
<th>Action</th>
</tr>
</thead>
<tbody>
<tr>
<td>E1</td>
<td>Complete Transaction</td>
</tr>
<tr>
<td>E2</td>
<td>Process Payment Via FIS</td>
</tr>
<tr>
<td>E3</td>
<td>Produce Receipt</td>
</tr>
</tbody>
</table>
High-Level To-Be Customer Experience – Attended Customer Kiosk

Customer
- **A1** Provide ID
- **A2** Select Transaction; Enter Requested Data
- **A3** Enter Payment Information
- **A4** End

Attended Kiosk
- **B1** Present Eligible Transaction Options
- **B2** Upload Req’ed?
- **B3** Add Customer to Queue
- **B4** Photo Req’d?
- **B5** Take Photo
- **B6** Process Payment via FIS
- **B7** Produce Receipt

Examiner
- **C1** Complete Transaction
- **C2** Process Payment Via FIS
- **C3** Produce Receipt