



**BILL HASLAM**  
Governor

**TENNESSEE BUREAU OF INVESTIGATION**

901 R.S. Gass Boulevard  
Nashville, Tennessee 37216-2639  
(615) 744-4000  
TDD (615) 744-4001



**MARK GWYN**  
Director

September 12, 2011

Ms. Leni Chick  
Contract and Audit Coordinator  
8<sup>th</sup> Floor, Rachel Jackson Building  
320 Sixth Avenue North  
Nashville, Tennessee 37243

RE: Federal Bureau of Investigation Background Check Contract Amendment  
Fiscal Review Committee Documentation

Ms. Chick:

I respectfully request that the TBI be placed on the agenda for the next meeting of the Fiscal Review Committee to review the subject contract amendment. I have enclosed documentation in this regard in accordance with the "Revised Checklist – Effective 10/30/09" for your review.

The subject contract pertains to background checks performed through the Tennessee Applicant Processing System (TAPS), as required by State law. TAPS is a system that processes fingerprint submissions for certain types of employment that require a fingerprint-based national background check - such as teachers, day care workers, security guards and the like. Tennessee law prohibits filling these positions without the applicant passing a national criminal background check. The TAPS contract was awarded after completing a competitive RFP and is attached for your review.

The TBI receives fingerprints processed through the TAPS system and sends them on to the FBI to be checked against national criminal records. The FBI then returns the results of the background check. The FBI charges a fee for each transaction. The TBI pays the FBI fees with funds collected by the TAPS vendor. The contract between the TBI and FBI is a mechanism to allow transfer of that money.

The proposed amendment increases the maximum liability of the contract by \$3.6 million to carry the contract through June 30, 2012 and account for the passage of additional legislation requiring national background checks since the inception of the contract in 2007. There are no other possible vendors for this service and the FBI is another governmental agency. There is no additional cost to the State as the FBI fees are paid by the applicants requesting a background check.



If you have any questions or need any additional information, please do not hesitate to contact me at 615-744-4296 or [bryan.noel@tn.gov](mailto:bryan.noel@tn.gov).

Sincerely,

Bryan Noel  
Attorney  
Tennessee Bureau of Investigation



INTERNATIONALLY ACCREDITED SINCE 1994



## CONTRACT AMENDMENT

<b>Agency Tracking #</b> 34800-02080	<b>Edison ID</b>	<b>Contract #</b> GU-08-21840-00	<b>Amendment #</b> 1		
<b>Contractor Legal Entity Name</b> Federal Bureau of Investigation			<b>Edison Vendor ID</b>		
<b>Amendment Purpose &amp; Effect(s)</b> Increased funding to continue providing criminal history checks on all applicant fingerprint cards information submitted by the State.					
<b>Amendment Changes Contract End Date:</b> <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		<b>End Date:</b> 30 June 2012			
<b>Amount of the TOTAL Contract Amount INCREASE or DECREASE <u>per this Amendment</u>:</b> <b>INCR \$ 3,600,000.00</b>					
<b>Funding —</b>					
<b>FY</b>	<b>State</b>	<b>Federal</b>	<b>Interdepartmental</b>	<b>Other</b>	<b>TOTAL Contract Amount</b>
2008					
2009					
2010					
2011					
2012					
<b>TOTAL:</b>					
<b>American Recovery and Reinvestment Act (ARRA) Funding:</b> <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO					
<b>Budget Officer Confirmation:</b> 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.				<i>OCR USE</i>	
<b>Speed Chart (optional)</b>		<b>Account Code (optional)</b>			

**AMENDMENT ONE  
OF CONTRACT GU-08-218400-00**

This Amendment is made and entered by and between the State of Tennessee, **Tennessee Bureau of Investigation**, hereinafter referred to as the "State" and **Federal Bureau of Investigation**, hereinafter referred to as the "Contractor." It is mutually understood and agreed by and between said, undersigned contracting parties that the subject contract is hereby amended as follows:

1. Contract section **C.1** is deleted in its entirety and replaced with the following:
  - C.1. Maximum Liability. In no event shall the maximum liability of the State under this Contract exceed **FIFTEEN MILLION FOUR HUNDRED AND TWENTY FIVE THOUSAND DOLLARS** (\$15,425,000.00). The payment rates in section C.3 shall constitute the entire compensation due the Contractor for all service and Contractor obligations hereunder regardless of the difficulty, materials or equipment required. The payment rates include, but are not limited to, all applicable taxes, fees, overheads, and all other direct and indirect costs incurred or to be incurred by the Contractor.

The Contractor is not entitled to be paid the maximum liability for any period under the Contract or any extensions of the Contract for work not requested by the State. The maximum liability represents available funds for payment to the Contractor and does not guarantee payment of any such funds to the Contractor under this Contract unless the State requests work and the Contractor performs said work. In which case, the Contractor shall be paid in accordance with the payment rates detailed in section C.3. The State is under no obligation to request work from the Contractor in any specific dollar amounts or to request any work at all from the Contractor during any period of this Contract.

The revisions set forth herein shall be effective on the date of final approval by all appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this contract, said officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury). All other terms and conditions of this Contract not expressly amended herein shall remain in full force and effect.

**IN WITNESS WHEREOF,**

**FEDERAL BUREAU OF INVESTIGATION:**

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**SIGNATURE**

**DATE**

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**PRINTED NAME AND TITLE OF SIGNATORY (above)**

**TENNESSEE BUREAU OF INVESTIGATION:**

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**MARK GWYN, DIRECTOR**

**DATE**

# Non-Competitive Amendment Request

NOT required for a contract with a federal, Tennessee, or Tennessee local government entity or a grant.

Route a completed request, as one file in PDF format, via e-mail attachment sent to: [Agsprs.Agsprs@state.tn.us](mailto:Agsprs.Agsprs@state.tn.us)

**APPROVED**

**COMMISSIONER OF FINANCE & ADMINISTRATION**

<b>Request Tracking #</b>	<b>34800-0208</b>	
<b>1. Procuring Agency</b>	<b>Tennessee Bureau of Investigation</b>	
<b>2. Contractor</b>	<b>Federal Bureau of Investigation</b>	
<b>3. Contract #</b>	<b>GU-08-21840-00</b>	
<b>4. Proposed Amendment #</b>	<b>1</b>	
<b>5. Edison ID #</b>		
<b>6. Contract Begin Date</b>	<b>1-JUL-07</b>	
<b>7. Current Contract End Date</b> – with ALL options to extend exercised	<b>30-JUN-12</b>	
<b>8. Proposed Contract End Date</b> – with ALL options to extend exercised		
<b>9. Current Maximum Contract Cost</b> – with ALL options to extend exercised	<b>\$ 11,825,000.00</b>	
<b>10. Proposed Maximum Contract Cost</b> – with ALL options to extend exercised	<b>\$ 15,425,000.00</b>	
<b>11. Office for Information Resources Endorsement</b> – information technology service (N/A to THDA)	<input checked="" type="checkbox"/> Not Applicable <input type="checkbox"/> Attached	
<b>12. eHealth Initiative Support</b> – health-related professional, pharmaceutical, laboratory, or imaging	<input checked="" type="checkbox"/> Not Applicable <input type="checkbox"/> Attached	
<b>13. Human Resources Support</b> – state employee training service	<input checked="" type="checkbox"/> Not Applicable <input type="checkbox"/> Attached	
<b>14. Explanation Need for the Proposed Amendment</b>		
<p>The subject contract provides national fingerprint based criminal background checks as required in State law through the Tennessee Applicant Processing System (TAPS). TAPS background checks are performed on applicants for certain jobs as required by various State statutes. The fees for these background checks are paid by the applicants (with few exceptions where an agency pays them). The TAPS vendor collects these fees and transfers them (less their fee) to the TBI. The TBI then pays the FBI fee for each background check at the rate found in the contract.</p>		

Request Tracking #	34800-0208
<p>Since the inception of this contract in 2007, the number of background checks required for various jobs has steadily increased as the legislature has passed additional laws requiring them. Naturally, there was no way to predict laws passed subsequent to 2007 and the maximum liability originally included in the contract does not account for the increased transactions required as a result. There are currently approximately 175,000 such background checks performed each year.</p> <p>Please note: This contract is simply a mechanism to allow the TBI to pay the FBI. The proposed amendment does not result in any additional cost to the State.</p>	
<p><b>15. Name &amp; Address of the Contractor's Principal Owner(s)</b>  <i>– NOT required for a TN state education institution</i></p> <p>Federal Bureau of Investigation  Attn: Mike Young, Contracting Officer  CJIS Division  100 Custer Hollow Road  Clarksburg, West Virginia 26306</p>	
<p><b>16. Evidence Contractor's Experience &amp; Length Of Experience Providing the Service</b></p> <p>Contractor is the FBI.</p>	
<p><b>17. Efforts to Identify Reasonable, Competitive, Procurement Alternatives</b></p> <p>There are no other sources for national fingerprint based background checks.</p>	
<p><b>18. Justification</b> <i>– specifically explain why non-competitive negotiation is in the best interest of the state</i></p> <p>The proposed amendment is necessary to continue to receiving national fingerprint based background checks from the FBI as required by statute. The proposed amendment does not result in any additional cost to the State as the costs of this contract are paid with fees collected from applicants – as described above. If this amendment is not granted, applicants for these positions (teachers, day care workers, ...) will not be permitted to start work.</p>	
<p><b>Agency Head Signature and Date</b> <i>– MUST be signed by the ACTUAL agency head as detailed on the current Signature Certification. Signature by an authorized signatory is acceptable only in documented exigent circumstances</i></p>	

**Supplemental Documentation Required for  
Fiscal Review Committee**

<b>*Contact Name:</b>	Bryan Noel, TBI	<b>*Contact Phone:</b>	615.744.4296		
<b>*Original Contract Number:</b>		<b>*Original RFS Number:</b>	34800-02008		
<b>Edison Contract Number: (if applicable)</b>		<b>Edison RFS Number: (if applicable)</b>			
<b>*Original Contract Begin Date:</b>	1 July 2007	<b>*Current End Date:</b>	30 June 2012		
<b>Current Request Amendment Number: (if applicable)</b>	1				
<b>Proposed Amendment Effective Date: (if applicable)</b>	NA				
<b>*Department Submitting:</b>	Tennessee Bureau of Investigation				
<b>*Division:</b>	Information Systems				
<b>*Date Submitted:</b>	12 September 2011				
<b>*Submitted Within Sixty (60) days:</b>	Yes				
<b>If not, explain:</b>					
<b>*Contract Vendor Name:</b>	Federal Bureau of Investigation				
<b>*Current Maximum Liability:</b>	\$11,825,000.00				
<b>*Current Contract Allocation by Fiscal Year: (as Shown on Most Current Fully Executed Contract Summary Sheet)</b>					
<b>FY: 2008</b>	<b>FY: 2009</b>	<b>FY: 2010</b>	<b>FY: 2011</b>	<b>FY</b>	<b>FY</b>
\$ 2,365,000	\$ 9,460,000	\$	\$	\$	\$
<b>*Current Total Expenditures by Fiscal Year of Contract: (attach backup documentation from STARS or FDAS report)</b>					
<b>FY: 2008</b>	<b>FY: 2009</b>	<b>FY: 2010</b>	<b>FY: 2011</b>	<b>FY</b>	<b>FY</b>
\$2,202,044.75	\$3,063,900.75	\$3,109,583.	\$3,220,282.	\$	\$
<b>IF Contract Allocation has been greater than Contract Expenditures, please give the reasons and explain where surplus funds were spent:</b>		NA			
<b>IF surplus funds have been carried forward, please give the reasons and provide the authority for the carry forward provision:</b>		NA			
<b>IF Contract Expenditures exceeded Contract Allocation, please give the reasons and explain how funding was acquired to pay the overage:</b>		Expenditures have exceeded contract liability due to additional background checks required by state statute.			
<b>*Contract Funding</b>	<b>State:</b>		<b>Federal:</b>	\$3,600,000.00	

REVISED

CONTRACT SUMMARY SHEET

021908

RFS #	Contract #
348.00-020-08	GU-08-21840-00
State Agency	State Agency Division
Tennessee Bureau of Investigation	Information Systems
Contractor Name	Contractor ID # (FEIN or SSN)
Federal Bureau of Investigation	<input type="checkbox"/> C- or <input checked="" type="checkbox"/> V- 410999999-34

**Service Description**  
 To provide criminal history record checks by processing all applicant fingerprint card information submitted by the State. This Revised Summary Sheet will increase the encumbrance for FFY 09, and decrease the encumbrance for FFY 10, FFY 11, and FFY 12.

Contract BEGIN Date	Contract END Date	Subrecipient or Vendor?	CFDA #
1-Jul-07	30-Jun-12	Vendor	

Mark Each TRUE Statement

<input checked="" type="checkbox"/> Contractor is on STARS	<input checked="" type="checkbox"/> Contractor's Form W-9 is on file in Accounts
--	--

Allotment Code	Cost Center	Object Code	Fund	Funding Grant Code	Funding Subgrant Code
34800	05	089	11		

FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
2008				\$ 2,365,000.00	\$ 2,365,000.00
2009				\$ 9,460,000.00	\$ 9,460,000.00
2010				\$ -	\$ -
2011				\$ -	\$ -
2012				\$ -	\$ -
<b>TOTAL:</b>	\$ -	\$ -	\$ -	\$ 11,825,000.00	\$ 11,825,000.00

OCR RELEASED  
 FEB 25 2009  
 TO ACCOUNTS

--- COMPLETE FOR AMENDMENTS ONLY ---

State Agency Fiscal Contact & Telephone #		
FY	Base Contract & Prior Amendments	THIS Amendment ONLY
State Agency Budget Officer Approval		
<i>Brian Senecal / RW</i>		
Funding Certification (certification, required by T.C.A. § 9-4-5113, that there is a balance in the appropriation from which the obligated expenditure is required to be paid that is not otherwise encumbered to pay obligations previously incurred)		
TOTAL:		
End Date		

Contractor Ownership (complete for ALL base contracts— N/A to amendments or delegated authorities)

<input type="checkbox"/> African American	<input type="checkbox"/> Person w/ Disability	<input type="checkbox"/> Hispanic	<input type="checkbox"/> Small Business	<input type="checkbox"/> Government
<input type="checkbox"/> Asian	<input type="checkbox"/> Female	<input type="checkbox"/> Native American	<input type="checkbox"/> NOT Minority/Disadvantaged	<input type="checkbox"/> Other

Contractor Selection Method (complete for ALL base contracts— N/A to amendments or delegated authorities)

<input type="checkbox"/> RFP	<input type="checkbox"/> Competitive Negotiation*	<input type="checkbox"/> Alternative Competitive Method*
<input type="checkbox"/> Non-Competitive Negotiation*	<input checked="" type="checkbox"/> Negotiation w/ Government (ID,GG,GU)	<input type="checkbox"/> Other *

\* Procurement Process Summary (complete for Non-Competitive Negotiation, Competitive Negotiation, OR Alternative Method)

OCR  
 FEB 24 2009  
 RECEIVED

# CONTRACT SUMMARY SHEET

021406

<b>RFS #</b>	<b>Contract #</b>
348.00-020-08	GU-08-21840 -00
<b>State Agency</b>	<b>State Agency Division</b>
Tennessee Bureau of Investigation	Information Systems
	<b>Contractor ID # (FEIN or SSN)</b>
Federal Bureau of Investigation	C- or <input checked="" type="checkbox"/> V- 410999999-1834

**Service Description**

To provide criminal history record checks by processing all applicant fingerprint card information submitted by the State.

<b>Contract BEGIN Date</b>	<b>Contract END Date</b>	<b>Subrecipient or Vendor?</b>	<b>CFDA #</b>
1-Jul-2007	30-Jun-2012	Vendor	

**Mark Each TRUE Statement**

<input checked="" type="checkbox"/> Contractor is on STARS	<input checked="" type="checkbox"/> Contractor's Form W-9 is on file in Accounts
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Allotment Code	Cost Center	Object Code	Fund	Funding Grant Code	Funding Subgrant Code
34800	05	089	11		
FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
2008			OCR RELEASED	\$ 2,365,000.00	\$ 2,365,000.00
2009				\$ 2,365,000.00	\$ 2,365,000.00
2010			OCT 08 2007	\$ 2,365,000.00	\$ 2,365,000.00
2011			TO ACCOUNTS	\$ 2,365,000.00	\$ 2,365,000.00
2012				\$ 2,365,000.00	\$ 2,365,000.00
				\$ -	-
	\$ -	\$ -	\$ -		\$ 11,825,000.00

COMPLETE FOR AMENDMENTS ONLY			State Agency Fiscal Contact & Telephone #
FY	Base Contract or Prior Amendments	THIS Amendment ONLY	Brian Senecal, Fiscal Director 615.744.4112
			State Agency Budget Officer Approval
			<i>Brian Senecal/RW</i>
			Funding Certification (certification required by T.C.A. §9-4-5113, that there is a balance in the appropriation from which the obligated expenditure is required to be paid that is not otherwise encumbered to pay obligations previously incurred)
<b>TOTAL:</b>	\$ -		
<b>End Date</b>			

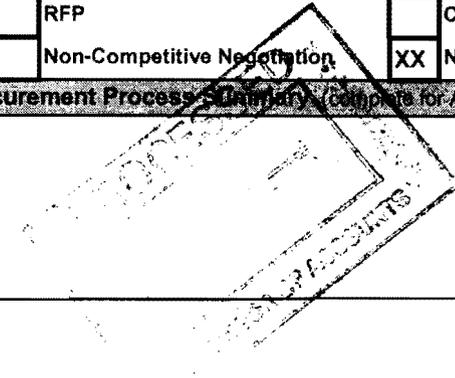
**Contractor Ownership** (complete only for base contracts with contract # prefix FA or GR)

<input type="checkbox"/> African American	<input type="checkbox"/> Person w/ Disability	<input type="checkbox"/> Hispanic	<input type="checkbox"/> Small Business	<input type="checkbox"/> NOT disadvantaged
<input type="checkbox"/> Asian	<input type="checkbox"/> Female	<input type="checkbox"/> Native American	<input type="checkbox"/> OTHER minority/disadvantaged	

**Contractor Selection Method** (complete for ALL base contracts - N/A to amendments or delegated authorities)

<input type="checkbox"/> RFP	<input type="checkbox"/> Competitive Negotiation	<input type="checkbox"/> Alternative Competitive Method
<input type="checkbox"/> Non-Competitive Negotiation	<input checked="" type="checkbox"/> Negotiation w/ Government (eg, ID, GG, GU)	<input type="checkbox"/> Other

**Procurement Process Summary** (complete for Alternative Method, Competitive Negotiation, Non-Competitive Negotiation, OR Other)



RECEIVED  
 OCT - 11 11:44  
 OFFICE OF THE  
 COMPTROLLER OF  
 FINANCE AND  
 ACCOUNTS

**CONTRACT  
BETWEEN THE STATE OF TENNESSEE,  
TENNESSEE BUREAU OF INVESTIGATION  
AND  
FEDERAL BUREAU OF INVESTIGATION**

This Contract, by and between the State of Tennessee, TENNESSEE BUREAU OF INVESTIGATION, hereinafter referred to as the "State" and FEDERAL BUREAU OF INVESTIGATION, hereinafter referred to as the "Contractor," is for the provision of fingerprint based criminal history record checks, as further defined in the "SCOPE OF SERVICES."

Contractor Federal Employer Identification Number: V410999999-19

**A. SCOPE OF SERVICES:**

- A.1. The Contractor shall provide all service and deliverables as required, described, and detailed by this Scope of Services and shall meet all service and delivery timelines specified in the Scope of Services section or elsewhere in this Contract.
- A2. The Contractor shall process all applicant fingerprint card information submitted by the State in either electronic or paper form, searching through the FBI IAFIS fingerprint based criminal information database returning the search results to the appropriate entity designated by the search method employs. This includes the contributing regulatory licensing or employing agency and or the State as Federal and State law allows.
- A.3. Notification of any changes to the criminal record check fee structure shall be communicated to the program contact identified in Section E.2. at least 90 days preceding the effective date of the change.

**B. CONTRACT TERM:**

This Contract shall be effective for the period commencing on July 1, 2007 and ending on June 30, 2012. The State shall have no obligation for services rendered by the Contractor which are not performed within the specified period.

**C. PAYMENT TERMS AND CONDITIONS:**

- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Contract exceed Eleven Million Eight Hundred Twenty Five Thousand Dollars (\$11,825,000). The payment rates in Section C.3 shall constitute the entire compensation due the Contractor for the Service and all of the Contractor's obligations hereunder regardless of the difficulty, materials or equipment required. The payment rates include, but are not limited to, all applicable taxes, fees, overheads, and all other direct and indirect costs incurred or to be incurred by the Contractor.

The Contractor is not entitled to be paid the maximum liability for any period under the Contract or any extensions of the Contract for work not requested by the State. The maximum liability represents available funds for payment to the Contractor and does not guarantee payment of any such funds to the Contractor under this Contract unless the State requests work and the Contractor performs said work. In which case, the Contractor shall be paid in accordance with the payment rates detailed in Section C.3. The State is under no obligation to request work from the Contractor in any specific dollar amounts or to request any work at all from the Contractor during any period of this Contract.

C.2. Compensation Firm. The payment rates and the maximum liability of the State under this Contract are firm for the duration of the Contract and are not subject to escalation for any reason unless amended.

C.3. Payment Methodology. The Contractor shall be compensated based on the payment rates herein for units of service authorized by the State in a total amount not to exceed the Contract Maximum Liability established in Section C.1.

- a. The Contractor's compensation shall be contingent upon the satisfactory completion of units, milestones, or increments of service defined in Section A.
- b. The Contractor shall be compensated for said units, milestones, or increments of service based upon the following payment rates:

<b>Service Description</b>	<b>Amount (per compensable increment)</b>
Processing of each non-volunteer applicant fingerprint cards submitted either electronically or manually from July 1, 2007 through September 30, 2007	\$ 22.00
Processing of each volunteer applicant fingerprint cards submitted either electronically or in manual form from July 1, 2007 through September 30, 2007	\$ 16.00
Processing of each non-volunteer applicant fingerprint cards submitted electronically from October 1, 2007 through June 30, 2012	\$ 17.25
Processing of each non-volunteer applicant fingerprint cards submitted manually from October 1, 2007 through June 30, 2012	\$ 28.25
Processing of each volunteer applicant fingerprint cards submitted either in electronic or manual form from October 1, 2007 through June 30, 2012	\$ 13.25

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

C.5. Invoice Requirements. The Contractor shall invoice the State only for completed increments of service and for the amount stipulated in Section C.3, above, and as required below prior to any payment.

- a. The Contractor shall submit invoices no more often than monthly, with all necessary supporting documentation, to:
- Tennessee Bureau of Investigations  
c/o Clint Parsons, Assistant Director of Information Systems  
901 R.S. Gass Blvd.  
Nashville, TN 37216
- b. The Contractor agrees that each invoice submitted shall clearly and accurately (all calculations must be extended and totaled correctly) detail the following required information.
- (1) Invoice/Reference Number (assigned by the Contractor);
  - (2) Invoice Date;
  - (3) Invoice Period (period to which all invoiced charges are applicable);
  - (4) Contract Number (assigned by the State to this Contract);
  - (5) Account Name: Tennessee Bureau of Investigation Information Systems Division;
  - (6) Account/Customer Number (uniquely assigned by the Contractor to the above-referenced Account Name);
  - (7) Contractor Name;
  - (8) Contractor Federal Employer Identification Number or Social Security Number (as referenced in this Contract);
  - (9) Contractor Contact (name, phone, and/or fax for the individual to contact with billing questions);
  - (10) Contractor Remittance Address;
  - (11) Complete Itemization of Charges, which shall detail the following:
    - i. Service or Milestone Description (including name /title as applicable) of each service invoiced;
    - ii. Number of Completed Units, Increments, Hours, or Days as applicable, of each service invoiced;
    - iii. Applicable Payment Rate (as stipulated in Section C.3.) of each service invoiced;
    - iv. Amount Due by Service; and
    - v. Total Amount Due for the invoice period.
- c. The Contractor understands and agrees that an invoice to the State under this Contract shall:
- (1) include only charges for service described in Contract Section A and in accordance with payment terms and conditions set forth in Contract Section C;
  - (2) not include any future work but will only be submitted for completed service; and
  - (3) not include sales tax or shipping charges.
- d. The Contractor agrees that timeframe for payment (and any discounts) begins when the State is in receipt of each invoice meeting the minimum requirements above.
- e. The Contractor shall complete and sign a "Substitute W-9 Form" provided to the Contractor by the State. The taxpayer identification number contained in the Substitute W-9 submitted to the State shall agree to the Federal Employer Identification Number or Social Security Number referenced in this Contract for

the Contractor. The Contractor shall not invoice the State for services until the State has received this completed form.

- C.6. Payment of Invoice. The payment of the invoice by the State shall not prejudice the State's right to object to or question any invoice or matter in relation thereto. Such payment by the State shall neither be construed as acceptance of any part of the work or service provided nor as an approval of any of the amounts invoiced therein.
- C.7. Invoice Reductions. The Contractor's invoice shall be subject to reduction for amounts included in any invoice or payment theretofore made which are determined by the State, on the basis of audits conducted in accordance with the terms of this Contract, not to constitute proper remuneration for compensable services.
- C.8. Deductions. The State reserves the right to deduct from amounts which are or shall become due and payable to the Contractor under this or any Contract between the Contractor and the State of Tennessee any amounts which are or shall become due and payable to the State of Tennessee by the Contractor.
- C.9. Automatic Deposits. The Contractor shall complete and sign an "Authorization Agreement for Automatic Deposit (ACH Credits) Form." This form shall be provided to the Contractor by the State. Once this form has been completed and submitted to the State by the Contractor all payments to the Contractor, under this or any other Contract the Contractor has with the State of Tennessee shall be made by Automated Clearing House (ACH). The Contractor shall not invoice the State for services until the Contractor has completed this form and submitted it to the State.

**D. STANDARD TERMS AND CONDITIONS:**

- D.1. Required Approvals. The State is not bound by this Contract until it is approved by the appropriate State officials in accordance with applicable Tennessee State laws and regulations.
- D.2. Modification and Amendment. This Contract may be modified only by a written amendment executed by all parties hereto and approved by the appropriate Tennessee State officials in accordance with applicable Tennessee State laws and regulations.
- D.3. Termination for Convenience. The State may terminate this Contract without cause for any reason. Said termination shall not be deemed a Breach of Contract by the State. The State shall give the Contractor at least ninety (90) days written notice before the effective termination date. The Contractor shall be entitled to receive compensation for satisfactory, authorized service completed as of the termination date, but in no event shall the State be liable to the Contractor for compensation for any service which has not been rendered. Upon such termination, the Contractor shall have no right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- D.4. Termination for Cause. If the Contractor fails to properly perform its obligations under this Contract in a timely or proper manner, or if the Contractor violates any terms of this Contract, the State shall have the right to immediately terminate the Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the above, the Contractor shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Contract by the Contractor.
- D.5. Subcontracting. The Contractor shall not assign this Contract or enter into a subcontract for any of the services performed under this Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, they shall contain,

at a minimum, sections of this Contract below pertaining to "Conflicts of Interest," "Nondiscrimination," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Contractor shall be the prime contractor and shall be responsible for all work performed.

- D.6. Conflicts of Interest. The Contractor warrants that no part of the total Contract 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 Contractor in connection with any work contemplated or performed relative to this Contract.
- D.7. 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 disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law. The Contractor shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.8. Records. The Contractor shall maintain documentation for all charges under this Contract. The books, records, and documents of the Contractor, insofar as they relate to work performed or money received under this Contract, shall be maintained for a period of three (3) 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.9. 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.10. Progress Reports. The Contractor shall submit brief, periodic, progress reports to the State as requested.
- D.11. Strict Performance. Failure by any party to this Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Contract shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties hereto.
- D.12. Independent Contractor. The parties hereto, in the performance of this Contract, shall not act as agents, employees, partners, joint venturers, or associates of one another. It is expressly acknowledged by the parties hereto that such parties are independent contracting entities and that nothing in this Contract shall be construed to create a principal/agent relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.

The Contractor, being a federal agency, shall be considered to be self insured for the purposes of public liability. The Contractor is also subject to the Federal Torts Claims Act.

The Contractor:  
Mike Young  
Federal Bureau of Investigation  
CJIS Division  
1000 Custer Hollow Road  
Clarksburg, WV 26306  
Phone# (304) 625-5395

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

- E.3. Subject to Funds Availability. The Contract is subject to the appropriation and availability of State and/or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate the Contract upon written notice to the Contractor. Said termination shall not be deemed a breach of Contract by the State. Upon receipt of the written notice, the Contractor shall cease all work associated with the Contract. Should such an event occur, the Contractor shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Contractor shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

IN WITNESS WHEREOF:

FEDERAL BUREAU OF INVESTIGATION:

*Walter Meslar*

9/18/07

FBI SIGNATURE

DATE

WALTER MESLAR, CHIEF CONTRACT OFFICER

TENNESSEE BUREAU OF INVESTIGATION:

*Mark Gwyn*

9-17-07

MARK GWYN, DIRECTOR

DATE

APPROVED:

*M. D. Goetz, Jr.*

OCT 04 2007

M. D. GOETZ, JR., COMMISSIONER  
DEPARTMENT OF FINANCE AND ADMINISTRATION

DATE

N/A

DEBORAH E. STORY, COMMISSIONER  
DEPARTMENT OF HUMAN RESOURCES

DATE

*John G. Morgan*

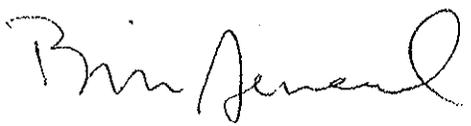
10/4/07

JOHN G. MORGAN, COMPTROLLER OF THE TREASURY

DATE

**CONTRACT**

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

<b>Begin Date</b> June 15, 2011	<b>End Date</b> June 14, 2014	<b>Agency Tracking #</b> 34800-00202	<b>Edison ID</b> 27004
<b>Procuring Party Legal Entity Name</b> Integrated Biometric Technology LLC, dba L-1 Enrollment Services Division		<b>Procuring Party Registration ID</b> 141079	
<b>Service Caption</b> Electronic Fingerprinting Services			
<b>Ownership/Control</b> <input type="checkbox"/> African American <input type="checkbox"/> Asian <input type="checkbox"/> Hispanic <input type="checkbox"/> Native American <input type="checkbox"/> Female <input type="checkbox"/> Person w/Disability <input type="checkbox"/> Small Business <input type="checkbox"/> Government <input checked="" type="checkbox"/> NOT Minority/Disadvantaged <input type="checkbox"/> Other:			
<b>Selection Method &amp; Process Summary</b> (mark the correct response to confirm the associated summary) <input checked="" type="checkbox"/> RFP    The procurement process was completed in accordance with the approved RFP document and associated regulations. <input type="checkbox"/> Competitive Negotiation    The predefined, competitive, impartial, negotiation process was completed in accordance with the associated, approved procedures and evaluation criteria. <input type="checkbox"/> Alternative Competitive Method    The predefined, competitive, impartial, procurement process was completed in accordance with the associated, approved procedures and evaluation criteria. <input type="checkbox"/> Non-Competitive Negotiation    The non-competitive procuring party selection was completed as approved, and the procurement process included a negotiation of best possible terms & price. <input type="checkbox"/> Other    The procuring party selection was directed by law, court order, settlement agreement, or resulted from the state making the same agreement with <u>all</u> interested parties or <u>all</u> parties in a predetermined "class."			
<b>Agency Contact &amp; Telephone #</b> Brian Senecal    615.744.4112		<i>OCR USE - RV</i>	
		<b>RV1135728</b>	



**CONTRACT  
BETWEEN THE STATE OF TENNESSEE,  
TENNESSEE BUREAU OF INVESTIGATION  
AND  
INTEGRATED BIOMETRIC TECHNOLOGY, LLC  
d/b/a L-1 ENROLLMENT SERVICES**

This Contract, by and between the State of Tennessee, Tennessee Bureau of Investigation, hereinafter referred to as the "State" and Integrated Biometric Technology, LLC d/b/a L-1 Enrollment Services, hereinafter referred to as the "Contractor," is for the provision of Electronic Fingerprinting Services, as further defined in the "SCOPE OF SERVICES."

The Procuring Party is a For-Profit Corporation.  
Federal Employer Identification Number: 31-1633561  
Place of Incorporation or Organization: Florida

**A. SCOPE OF SERVICES:**

- A.1. The Contractor shall provide all service and deliverables as required, described, and detailed herein and shall meet all service and delivery timelines as specified by this Contract.
- A.2. Contractor will provide electronic fingerprinting services and associated processing for non-criminal justice licensing and employment purposes pursuant to state and federal laws requiring background checks. Approximately 1,100 qualified entities are registered with the State to submit applicant and volunteer fingerprint cards for background checks. A list of current qualified entities is in Attachment One of this contract. The qualified entity list will be updated regularly and will be provided to the Contractor at the Contractor's request. Approximately 175,000 fingerprint submissions per year are received from the qualified entities.
- A.3. Any expenses required to perform the fingerprinting services as specified in this contract will be the responsibility of the Contractor.
- A.4. Contractor is responsible for establishing the availability of facilities, trained personnel, and the functionality of all services described in this contract to the satisfaction of the State no later than July 1, 2011. No services will be rendered by Contractor to any potential applicants or volunteers from July 1, 2011 to July 31, 2011. This period is intended to allow for an effective transfer between contractors (if necessary) and to establish functionality of systems prior to rendering services to the public. Contractor acknowledges that this is a material term of this contract and that failure to perform may be considered a material breach.
- A.5. Contractor is responsible for providing the necessary facility space for collecting and processing fingerprints. Contractor will provide electronic fingerprinting services within the county of the applicant's residence for counties with a population over one hundred thousand (100,000). The following counties require more than one capture location: Shelby, Davidson, Hamilton, Knox and the Washington/Sullivan counties area.
- A.6. Contractor is responsible for providing services such that no applicant has to travel more than sixty (60) miles to submit fingerprints. Contractor is responsible for maintaining sufficient facilities and personnel to provide each area of the State with fingerprinting services in accordance with Attachment Two which provides historical data per county.
- A.7. Contractor will make the electronic fingerprinting services available Monday through Friday from 8:00 a.m. to 5:00 p.m. central standard time, state holidays excluded.



- A.8. Contractor will accept payments from applicants and volunteers made in the form of major credit cards, debit cards, cashiers checks, or money orders. Contractor is responsible for providing and maintaining the means by which payment will be accepted and stored.
- A.9. Contractor will provide a toll-free customer service phone number for applicants and volunteers to register for fingerprint processing and to ask questions. Contractor will provide sufficient personnel and phone lines to provide live assistance to the volume of applicants and volunteers seeking information or to register Monday through Friday from 8:00 a.m. to 4:30 p.m. Central Standard time, excluding state holidays. An automated system is not authorized.
- A.10. Contractor will establish and maintain a website that allows applicants and volunteers to register and schedule fingerprint processing and collects all demographic information necessary for registration.
- A.11. Contractor will provide live scan equipment that is capable of electronically capturing and submitting information compliant with the latest version of the Federal Bureau of Investigation (herein "FBI") Criminal Justice Information System (herein "CJIS") Electronic Biometric Transmission Specification (herein "EBTS") and must meet all TBI and FBI certification standards which can be obtained at <https://www.fbibiospecs.org/ebts.html>. Contractor is required to successfully submit test transactions to the TBI no later than July 1, 2011. The number of transactions will be determined based upon performance and will be to the satisfaction of the State.
- A.12. Contractor is responsible for providing live scan equipment that meets the calibration requirements of the FBI. Contractor must provide State with this information if requested by the State to do so. State reserves the right to demand replacement of machines should the calibration not meet the FBI standard or if the resulting processing has a 2% or higher rejection rate percentage. The equipment used by the Contractor to capture the demographic information and fingerprint images must include edit checks for valid information, both size and content, as well as quality checking for fingerprint images to the State's satisfaction. All equipment must be acquired and meet all calibration standards no later than July 1, 2011.
- A.13. Contractor shall be responsible for any fees billed to TBI by the FBI for resubmissions due to operator error including poor print quality or because of non-rejected prints sent twice. The State will notify the Contractor of a rejected print by an electronic message containing the Transaction Control Reference (herein "TCR") and Transaction Control Number (herein "TCN") information. The Contractor will be responsible for printing a hard copy fingerprint card and mailing the card to the TBI for processing after the second rejection.
- A.14. Contractor is responsible for verifying the identity and purpose of fingerprinting of all applicants and volunteers prior to providing fingerprinting services. Contractor shall require a government issued photo identification before processing the applicant or volunteer. For approved third party entities paying for an applicant's or volunteer's processing services, Contractor is responsible for verifying the applicant or volunteer's identity and payment against a list of previously approved names supplied by the third party entity.
- A.15. Contractor is responsible for providing reports and data in the formats and time frames as requested by the State. Contractor is required to maintain a database of all information concerning the submission and processing of fingerprints in connection with this contract for the purpose of submitting reports as requested by the State. This information should include, but is not limited to, the corresponding applicants and volunteers demographic



data, applicant or volunteer type, transaction number, dates/times of submission/processing, resubmission and error rates, Originating Identifier (herein "ORI") number of requesting agency or entity and any other information requested by the State.

- A.16. Contractor will provide a receipt in a format approved by the State to each individual fingerprinted as evidence of successful completion of the transaction, including a unique identifying number assigned and submitted with the electronic submission. The Contractor will electronically forward the demographic information and fingerprint images in the EBTS format to a specified electronic mail address.
- A.17. Contractor must provide documentation to the State indicating the education, experience, and criminal record for all Contractor personnel that submit fingerprints prior to the start of their employment. Contractor's employees must have no criminal record. The State reserves the right to reject any potential employee on the basis of their criminal record. All background checks for initial personnel must be complete and all training for personnel must be complete no later than July 1, 2011.
- A.18. Contractor must ensure all software and hardware systems used in the performance of this contract are secured to prevent access by unauthorized personnel. Contractor is required to adhere to the requirements set forth in Attachment Three, Security and Management Control Outsourcing Standard.
- A.19. Contractor is responsible for all installation and testing necessary to successfully complete all steps. All functionality will be tested prior to July 1, 2011 by TBI personnel and verified by the signing of an acceptance document attesting to the completed testing and full functionality acceptance.
- A.20. Contractor is responsible for the security and dissemination of personal information obtained in the performance of this contract in accordance with State and federal law. Contractor shall sign a non-disclosure agreement, to be provided by the State, regarding any information obtained from applicants and volunteers prior to processing any applicants or volunteers.
- A.21. Submissions should originate from a central server that will receive and forward electronic demographic and fingerprint image information from the remote fingerprint capture locations. The server may be housed at the contractor's facility or at the State's facility. Archiving records will be required and the server must have adequate disk space to retain two months worth of fingerprint submissions to facilitate re-submission, transaction auditing and billing reconciliation.

**B. CONTRACT PERIOD:**

- B.1. This Contract shall be effective for the period beginning June 15, 2011, and ending on June 14, 2014. The Contractor hereby acknowledges and affirms that the State shall have no obligation for services rendered by the Contractor which were not performed within this specified contract period.
- B.2. Term Extension. The State reserves the right to extend this Contract for an additional period or periods of time representing increments of no more than one year and a total contract term of no more than five (5) years, provided that such an extension of the contract term is effected prior to the current, contract expiration date by means of a contract amendment. If a term extension necessitates additional funding beyond that which was included in the original Contract, an increase of the State's maximum liability will also be effected through contract amendment, and shall be based upon payment rates provided in the original Contract.



C. PAYMENT TERMS AND CONDITIONS:

- C.1. Contractor will arrange payment from the applicants or volunteers before processing. Contractor must accept the following forms of payment: major credit cards, debit cards, cashiers checks, or money orders. Contractor shall not accept personal checks and may not charge an additional fee for credit card or debit card processing. Contractor will not accept cash and shall advise the applicant or volunteer at scheduling of the payment terms. For billing verification, the Contractor will submit to all entities a weekly list of applicants that were printed in that week.
- C.2. Contractor will establish billing accounts for entities that prepay for applicant or volunteer processing such that funds can be transferred electronically.
- C.3. Payment Methodology. The Contractor shall be compensated in full from fees collected from applicants/volunteers for fingerprint services as specified in the Service Rates set out below.

Cost Description	Proposed Cost				
	Year 1 August 1, 2011 - June 14, 2012	Year 2 June 16, 2012 - June 14, 2013	Year 3 June 16, 2013 - June 14, 2014	Year 4* June 16, 2014 - June 14, 2015	Year 5* June 16, 2015 - June 14, 2016
Scheduling, Processing, and Submission of Applicant and Volunteer Prints	\$ 8.34 /per Applicant	\$ 8.34 /per Applicant	\$ 8.34 /per Applicant	\$ 8.34 /per Applicant	\$ 8.34 /per Applicant

- C.4. In addition to collecting the fees listed in the table above, the Contractor will also be responsible for collecting fees from the applicant/volunteer in accordance with a mandated fee schedule provided to the Contractor by the State, prior to processing any applicants or volunteers. Any changes to the fee schedule will be provided to the Contractor by the State. The Contractor is responsible for acknowledging receipt of the fee schedule in writing and for implementing any changes within five (5) business days of receipt of the fee schedule. Such fees will be transferred to the State on a monthly basis as detailed in Section C.5 below. Additionally, the State will compensate the contractor for any re-prints required after August 1, 2011 where the original transaction occurred between July 1, 2011 and July 31, 2011. *MD 6-24-11*  
*CB*
- C.5. Contractor shall transfer all fees collected above the rates listed C.3. to the State by the last business day of the following month.
- C.6. Monthly Reports. The Contractor will provide along with the transfer described in C.5. detailed monthly reports of all transactions performed under this contract such that the State can effectively audit and reconcile all payments made under this contract with transactions processed to ensure that the Contractor's reports match the State's. This report must include the transaction number, requesting agency, fees collected, dates of processing, and any other information requested by the State.
- C.7. Payment Audit Findings. The Contractor agrees to make good faith efforts to resolve any findings on the basis of audits conducted in accordance with the terms of this Contract. Should any such findings be substantiated, Contractor agrees to adjust the following month's transfer to correct the discrepancy.

D. STANDARD TERMS AND CONDITIONS:

- D.1. Required Approvals. The State is not bound by this Contract until it is signed by the contract parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this contract, said officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).



- D.2. Modification and Amendment. This Contract may be modified only by a written amendment signed by all parties hereto and approved by both the officials who approved the base contract and, depending upon the specifics of the contract as amended, any additional officials required by Tennessee laws and regulations (said officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.3. Termination for Convenience. The State may terminate this Contract without cause for any reason. Said termination shall not be deemed a breach of contract by the State. The State shall give the Contractor at least thirty (30) days written notice before the effective termination date. The Contractor shall be entitled to compensation for satisfactory, authorized service completed as of the termination date, but in no event shall the State be liable to the Contractor for compensation for any service which has not been rendered. Upon such termination, the Contractor shall have no right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- D.4. Termination for Cause. If the Contractor fails to properly perform its obligations under this Contract in a timely or proper manner, or if the Contractor violates any terms of this Contract, the State shall have the right to immediately terminate the Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the above, the Contractor shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Contract by the Contractor.
- D.5. Subcontracting. The Contractor shall not assign this Contract or enter into a subcontract for any of the services performed under this Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, each shall contain, at a minimum, sections of this Contract below pertaining to "Conflicts of Interest," "Nondiscrimination," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Contractor shall be the prime contractor and shall be responsible for all work performed.
- D.6. Conflicts of Interest. The Contractor warrants that no part of the total Contract 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 Contractor in connection with any work contemplated or performed relative to 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 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 months has been, an employee of the State of Tennessee.
- D.7. 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, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law. The Contractor shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.8. Prohibition of Illegal Immigrants. The requirements of *Tennessee Code Annotated*, Section 12-4-124, *et seq.*, 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 hereby attests, certifies, warrants, and assures 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 Four, hereto, semi-annually during the period of this Contract. Such 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 period of this Contract, 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 relative to this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant to perform work relative to this Contract. Attestations obtained from such 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. Said 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 *Tennessee Code Annotated*, Section 12-4-124, *et seq.* for acts or omissions occurring after its effective date. This law requires the Commissioner of Finance and Administration to prohibit a contractor from contracting with, or submitting an offer, proposal, or bid to contract with the State of Tennessee to supply goods or services for a period of one year after a contractor is discovered to have knowingly used the services of illegal immigrants during the performance of this Contract.
  - e. For purposes of this Contract, "illegal immigrant" shall be defined as any person who is not either a United States citizen, a Lawful Permanent Resident, or a person whose physical presence in the United States is authorized or allowed by the federal Department of Homeland Security and who, under federal immigration laws and/or regulations, is authorized to be employed in the U.S. or is otherwise authorized to provide services under the Contract.
- D.9. Records. The Contractor shall maintain documentation for all charges under this Contract. The books, records, and documents of the Contractor, insofar as they relate to work performed or money received under this Contract, shall be maintained for a period of three (3) 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.10. Prevailing Wage Rates. All contracts for construction, erection, or demolition or to install goods or materials that involve the expenditure of any funds derived from the State require compliance with the prevailing wage laws as provided in *Tennessee Code Annotated*, Section 12-4-401, *et seq.*



- D.11. 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.12. Progress Reports. The Contractor shall submit brief, periodic, progress reports to the State as requested.
- D.13. Strict Performance. Failure by any party to this Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Contract shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties hereto.
- D.14. Independent Contractor. The parties hereto, in the performance of this Contract, shall not act as employees, partners, joint venturers, or associates of one another. It is expressly acknowledged by the parties hereto that such parties are independent contracting entities and that nothing in this Contract shall be construed to create an employer/employee relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.
- The Contractor, being an independent contractor and not an employee of the State, agrees to carry adequate public liability and other appropriate forms of insurance, including adequate public liability and other appropriate forms of insurance on the Contractor's employees, and to pay all applicable taxes incident to this Contract.
- D.15. State Liability. The State shall have no liability except as specifically provided in this Contract.
- D.16. Force Majeure. The obligations of the parties to this Contract are subject to prevention by causes beyond the parties' control that could not be avoided by the exercise of due care including, but not limited to, natural disasters, riots, wars, epidemics, or any other similar cause.
- D.17. State and Federal Compliance. The Contractor shall comply with all applicable State and Federal laws and regulations in the performance of this Contract.
- D.18. Governing Law. This Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The Contractor agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Contract. The Contractor acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising therefrom, shall be subject to and limited to those rights and remedies, if any, available under *Tennessee Code Annotated*, Sections 9-8-101 through 9-8-407.
- D.19. Completeness. This Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions of the parties' agreement. This Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.
- D.20. Severability. If any terms and conditions of this Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions hereof shall not be



affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this Contract are declared severable.

- D.21. Headings. Section headings of this Contract are for reference purposes only and shall not be construed as part 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, these special terms and conditions shall control.
- E.2. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Contract shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by EMAIL or facsimile transmission with recipient confirmation. Any such communications, regardless of method of transmission, shall be addressed to the respective party at the appropriate mailing address, facsimile number, or EMAIL address as set forth below or to that of such other party or address, as may be hereafter specified by written notice.

**The State:**

Tennessee Bureau of Investigation  
Attn: Tim Beck  
901 R.S. Gass Boulevard  
Nashville, Tennessee 37216  
Telephone # 615-744-4000  
FAX # 615-744-4656

**The Contractor:**

Chris Brown  
Integrated Biometric Technology, LLC, d/b/a L-1 Enrollment Services  
1650 Wabash Ave, Suite D  
Springfield, Illinois 62704  
Telephone: 217-547-2109  
Fax: 217-793-0141  
[cbrown@L1ID.com](mailto:cbrown@L1ID.com)

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

- E.3. Tennessee Consolidated Retirement System. The Contractor acknowledges and understands that, subject to statutory exceptions contained in *Tennessee Code Annotated*, Section 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 pursuant to *Tennessee Code Annotated*, Title 8, Chapter 35, Part 3 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 period of this Contract.



- E.4. 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 shall be regarded as confidential information in accordance with the provisions of applicable state and federal law, state and federal rules and regulations, departmental policy, and ethical standards. Such confidential information shall not be disclosed, and all necessary steps shall be taken by the Contractor to safeguard the confidentiality of such material or information in conformance with applicable state and federal law, state and federal rules and regulations, departmental policy, and ethical standards.

The Contractor's obligations under this section do not apply to information in the public domain; entering the public domain but not from a breach by the Contractor of this Contract; previously possessed by the Contractor without written obligations to the State to protect it; acquired by the Contractor without written restrictions against disclosure from a third party which, to the Contractor's knowledge, is free to disclose the information; independently developed by the Contractor without the use of the State's information; or, disclosed by the State to others without restrictions against disclosure. Nothing in this paragraph shall permit Contractor to disclose any information that is confidential under federal or state law or regulations, 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.

It is expressly understood and agreed the obligations set forth in this section shall survive the termination of this Contract.

- E.5. 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. this Contract document with any attachments or exhibits (excluding the items listed at subsections b. through e., below);
  - b. any clarifications of or addenda to the Contractor's proposal seeking this Contract;
  - c. the State solicitation, as may be amended, requesting proposals in competition for this Contract;
  - d. any technical specifications provided to proposers during the procurement process to award this Contract;
  - e. the Contractor's proposal seeking this Contract.
- E.6. Prohibited Advertising. The Contractor shall not refer to this Contract or the Contractor's relationship with the State hereunder in commercial advertising in such a manner as to state or imply that the Contractor or the Contractor's services are endorsed. It is expressly understood and agreed that the obligations set forth in this section shall survive the termination of this Contract in perpetuity.
- E.7. 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 offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
- c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and
- d. have not within a three (3) year period preceding this Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

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

- E.8. Contractor Commitment to Diversity. The Contractor shall comply with and make reasonable business efforts to exceed the commitment to diversity represented by the Contractor's proposal responding to RFP-34800-00202 (Attachment 6.2, B.15.) and resulting in this Contract.

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

- E.9. Performance Bond. The Contractor shall provide to the State a performance bond guaranteeing full and faithful performance of all undertakings and obligations under this Contract and in the amount equal to Two Hundred and Fifty Thousand dollars (\$250,000.00). The Contractor shall submit the bond no later than the day immediately preceding the Contract start date and in the manner and form prescribed by the State (at Attachment Five), and the bond shall be issued through a company licensed to issue such a bond in the state of Tennessee. The performance bond shall guarantee full and faithful performance of all undertakings and obligations under this Contract for:

- a. the Contract term and all extensions thereof; or
- b. the first, calendar year of the Contract (ending December 31st following the Contract start date) in the amount of Two Hundred and Fifty Thousand dollars (\$250,000.00) and, thereafter, a new performance bond in the amount of Two Hundred and Fifty Thousand dollars (\$250,000.00 covering each subsequent calendar year of the contract period. In which case, the Contractor shall provide such performance bonds to the State no later than each December 10th preceding the calendar year period covered beginning on January 1st of each year.

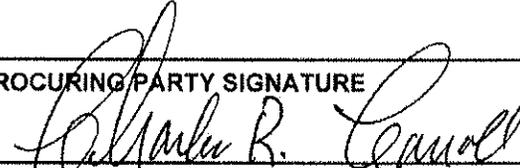


Failure to provide to the State the performance bond(s) as required herein prior to the Contract start date and, as applicable, no later than December 10th preceding each calendar year period covered beginning on January 1st of each year, shall result in contract termination. The Contractor understands that the stated amount of the performance bond required hereunder shall not be reduced during the contract period for any reason.

- E.10. Disclosure of Personal Identity Information. The Contractor shall report to the State any instances of unauthorized disclosure of confidential information that come to the attention of the Contractor. Any such report shall be made by the Contractor within twenty-four (24) hours after the instance has come to the attention of the Contractor. The Contractor, at the sole discretion of the State, shall provide no cost credit monitoring services for individuals that are deemed to be part of a potential disclosure. The Contractor shall bear the cost of notification to individuals having personal identity information involved in a potential disclosure event, including individual letters and/or public notice.

IN WITNESS WHEREOF,

INTEGRATED BIOMETRIC TECHNOLOGY, LLC d/b/a L-1 ENROLLMENT SERVICES:

PROCURING PARTY SIGNATURE	DATE
	6-9-11
CHARLES CARROLL, PRESIDENT	

TENNESSEE BUREAU OF INVESTIGATION:

	6-10-11
MARK GWYN, DIRECTOR	DATE



# **ATTACHMENT ONE**



## ATTACHMENT ONE

### Agency

1ST CLASS MONTESSORI SCHOOL  
A BETTER CHOICE DUI SCHOOL  
A GRANDMOTHER'S WISH,LLC.  
A MINISTER'S TOUCH, INC.  
A PLACE CALLED HOME,LLC  
A PLUS EDUCATION AND TRAINING SERVICES  
AAR OF NORTH CAROLINA, INC.  
ABG CAULKING & WATERPROOFING  
ABINTRA MONTESSORI SCHOOL  
ACORN ELECTRICAL SPECIALISTS, INC.  
ACOUSTI ENGINEERING COMPANY OF FLORIDA  
AD-VANCE BUILDING SERVICES, INC.  
ADMIN OFFICE OF THE COURTS  
ADOPTION ASSISTANCE, INC.  
ADOPTION CONSULTANTS IN TN., INC  
ADVANCE THERAPY SERVICES, LLC  
ADVANTAGE COMMERCIAL INTERIORS, LLC  
ADVENT ELECTRIC INCORPORATED  
ALAMO CITY SCHOOLS  
ALL SAINTS EPISCOPAL SCHOOL  
ALTERNATIVE COUNSELING CENTER  
AMERICA WORLD ADOPTION ASSOCIATION  
AMERICAN FIDELITY ASSURANCE, COMPANY  
ANCHOR ELECTRIC, INC.  
ANNOOR ACADEMY OF CHATTANOOGA  
ANNOOR ACADEMY- ISLAMIC EDUCATION FOUNDATION  
ARMSTRONG CONSTRUCTION COMPANY, INC.  
ARNELL'S COUNSELING SERVICE, INC.  
ASHLEY ACADEMY-THE ENRICHMENT INSTITUTE  
AUGUSTINE SCHOOL  
AUSTIN PEAY STATE UNIVERSITY  
B. R. MILLER & COMPANY, INC.  
BACKFIELD IN MOTION  
BAKER'S CONSTRUCTION SERVICES, INC.  
BANKSTON CHRISTIAN PRESCHOOL  
BARTLETT BAPTIST PRESCHOOL  
BEACON LITERACY,LLC.  
BEAVER ENGINEERING, INC.  
BELMONT UNIVERSITY (SCHOOL OF NURSING)  
BELMONT UNIVERSITY EDUCATION DEPARTMENT  
BETHANY CHRISTIAN SERVICES OF EAST TN  
BETHANY CHRISTIAN SERVICES OF GRT CHATTANOOGA  
BLACK RIVER BUILDERS  
BLOUNT CO. BOARD OF EDUCATION  
BLUE BELL CREAMERIES-NASHVILLE



BLUE RIDGE INDUSTRIAL, INC.  
BLUEJACK, LLC  
BOYS & GIRLS CLUB OF MAURY COUNTY  
BOYS & GIRLS CLUB OF THE CUMBERLAND PLATEAU  
BOYS & GIRLS CLUB OF THE MONROE AREA  
BOYS & GIRLS CLUB OF THE TENNESSEE VALLEY  
BOYS AND GIRLS CLUB OF JACKSON, INC.  
BRADFORD HEALTH SERVICES  
BRADFORD SPECIAL SCHOOL DISTRICT  
BRADLEY CO. BOARD OF EDUCATION  
BREEDING INSULATION CO., KNOXVILLE, INC.  
BRIGHT SCHOOL  
BRIMER STEEL ERECTORS, INC.  
BRINKLEY HEIGHTS URBAN ACADEMY  
BRISTOL CITY SCHOOL SYSTEM  
BRITE ELECTRIC COMPANY, INC.  
BROADWAY ELECTRIC SERVICE CORPORATION  
BROWN AND SON COMPANY  
BRUCE INSTITUTE OF HIGHER LEARNING  
BRYAN COLLEGE  
BURLESON CONSTRUCTION COMPANY, INC.  
C.G.I. ELECTRIC  
C.L.C. OF NASHVILLE  
CALVARY CHAPEL BRENTWOOD  
CALVARY CHAPEL DICKSON  
CALVARY CHAPEL FRANKLIN  
CAMBRIDGE COLLEGE REGIONAL CENTER MEMPHIS  
CAMELOT SCHOOLS, LLC  
CAMPBELL COUNTY CHILDREN'S CENTER  
CANNON CO. BOARD OF EDUCATION  
CARDEN COMPANY, INC.  
CARING CHOICE, HOME HEALTH SERVICES  
CARL SCOTT  
CARROLL ACADEMY  
CARSON-NEWMAN COLLEGE  
CASA OF MAURY COUNTY, INC.  
CASA OF MEMPHIS & SHELBY COUNTY, INC.  
CATHOLIC CHARITIES OF TN., INC.  
CEC ELECTRICAL CONTRACTORS, INC.  
CENTRAL BAPTIST PRESCHOOL AND KINDERGARTEN  
CHARLOTTE HEIGHTS CHURCH OF CHRIST  
CHATTANOOGA PROFESSIONAL PAINTERS  
CHATTANOOGA-HAMILTON COUNTY PUBLIC EDUCATION FUND  
CHC MECHANICAL CONTRACTORS, INC.  
CHEATHAM CO. BOARD OF EDUCATION  
CHILD ADVACACY CENTER 23RD JUDICIAL DISTRICT  
CHILD ADVOCACY CENTER 3RD JUDICIAL DISTRICT



CHILD ADVOCACY CENTER 9TH JUDICIAL DISTRICT  
CHILD ADVOCACY CENTER OF RUTHERFORD COUNTY  
CHILD ADVOCACY CENTER, 15TH DISTRICT  
CHILDREN'S ADVOCACY CENTER OF SULLIVAN COUNTY  
CHOTA COMMUNITY HEALTH SERVICES  
CHRIST PRESBYTERIAN CHURCH KIDCONNECTION  
CHRIST THE KING LUTHERAN PRESCHOOL  
CHRIST THE ROCK CHRISTIAN ACADEMY  
CHRISTIAN ACADEMY OF KNOXVILLE  
CHRISTIAN ACADEMY OF THE CUMBERLANDS  
CHRISTIAN FAMILY COOPERATIVE, INC.  
CIRCUIT COURT OF MAURY CO.  
CITY OF JOHNSON CITY/ HR  
CITY OF LIFE CORPORATION  
CITY OF MARYVILLE  
CITY OF MEMPHIS DIVISION OF HUMAN RESOURCES  
CITY OF MEMPHIS PERMITS OFFICE  
CLEARLINE NETWORKS  
CLEVELAND CITY SCHOOLS  
CMG PAINTING, INC.  
COCKRILL DESIGN & PLANNING, INC.  
COLEMAN HOME, INC.  
COLUMBIA ACADEMY PRESCHOOL  
COMER ELECTRIC COMPANY, INC.  
COMMUNICATION CONSULTANTS, INC.  
COMMUNICATIONS RESOURCES, INC.  
COMMUNITY NETWORK SERVICES  
COMMUNITY TECTONICS ARCHITECTS  
COMPETITION ATHLETIC SURFACES, INC.  
COMPUTER SUPPORT SYSTEMS, INC.  
CONCORD ACADEMY  
CONRAD FLOORS, INC.  
CONTINUCARE HEALTHSERVICES, INC.  
COOK'S PEST CONTROL/ JACKSON  
A & S ELECTRIC, INC.  
A BETTER TOMORROW, INC.  
A HELPING HAND  
A-1. CHEMICAL PRODUCTS  
A-Z OFFICE RESOURCE, INC.  
ABEC ELECTRIC COMPANY, INC.  
ACADEMY FOR ACADEMIC EXCELLENCE  
ACTION ELECTRICAL CO., INC.  
ACTION TERMITES & PEST CONTROL, LLC  
ADOPTION COUNSELING SERVICES, INC.  
ADOPTION PROMISES  
ADVANCED HORIZONS, LLC.  
AGATHOS SCHOOL OF COLUMBIA



ALARM SYSTEMS CONTRACTOR BOARD  
ALBERT ROSS THARPE SERVICES, LLC  
AMERESCO, INC.  
AMERICAN COMMERCIAL INDUSTRIAL ELECTRIC, LLC  
AMERICAN CONSTRUCTORS, INC.  
AMERICAN FOUNDATION & BASEMENT REPAIRS, LLC  
AMERICAN MEDICAL WORKS, INC.  
AMERICAN PAPER & TWINE COMPANY  
AN EXTRA PAIR OF HANDS  
ANDERSON CO. BOARD OF EDUCATION  
ANDERSON PIPING COMPANY, INC.  
ANDREWS CONSTRUCTION, INC.  
ANGELO M. FORMOSA FOODS, INC.  
APOSTOLIC CHRISTIAN ACADEMY DAYCARE  
AQUA CLEAR WATER SYSTEMS, LLC  
AQUINAS COLLEGE ASN PROGRAM  
ARCHITECTS WEEKS AMBROSE MCDONALD, INC  
ATC HEALTHCARE SERVICES  
ATHENS CITY SCHOOLS  
AUTISM FOUNDATION OF TENNESSEE  
BAIRD & WILSON SHEETMETAL, INC.  
BALM IN GILEAD CARE SERVICES, LLC.  
BAMBINI MONTESSORI  
BEACHY & SONS MASONRY  
BEHAVIORAL HEALTH GROUP- DEBBIE CROWLEY  
BELL & ASSOCIATES, L.P.  
BELLS CITY SCHOOL  
BELVOIR CHRISTIAN ACADEMY  
BENTON CO. BOARD OF EDUCATION  
BEREAN ACADEMY  
BETHANY CHRISTIAN SERVICES OF MIDDLE TN  
BETHANY CHRISTIAN SERVICES OF WEST TN  
BETHEL UNIVERSITY  
BETHEL UNIVERSITY UNDERGRAD EDUCATION  
BIBB ERECTION WORLD STEEL, INC.  
BILLY ROGERS PLUMBING, HEAT & A/C INC.  
BIOS OF TN, LLC DBA/ A BETTER LIFE SENIOR CENTER  
BITS, BYTES & BOTS COMPUTER ADVENTURES  
BLALOCK PLUMBING, ELECTRIC, & HVAC, INC.  
BLEVINS ELECTRIC, INC.  
BOMAR CONSTRUCTION COMPANY, INC.  
BOULTON ENTERPRISES, INC.  
BOYD-BUCHANAN SCHOOL  
BOYS & GIRLS CLUB OF GREATER KINGSPORT, INC.  
BOYS & GIRLS CLUB OF MIDDLE TENNESSEE  
BOYS & GIRLS CLUB OF THE SMOKY MOUNTAINS  
BOYS TO MEN



BRADLEY COATINGS, INC.  
BRAINERD BAPTIST SCHOOL  
BREAK THE CYCLE, INC.  
BREATH OF LIFE CHRISTIAN CENTER CHURCH, INC.  
BRIARCREST CHRISTIAN SCHOOL, INC.  
BROADWAY ELECTRIC, PLUMBING AND COOLING.LLC  
BURRESS ROOFING COMPANY, INC.  
BURWIL CONSTRUCTION COMPANY, INC.  
C & S DOZER AND TRACKHOE  
C & W SPECIALTIES, INC.  
C. MARK HENLEY  
C.O. CHRISTIAN AND SONS COMPANY  
CAMPBELL CO. BOARD OF EDUCATION  
CAMPBELL, INC.  
CAREALL HOME CARE SERVICES  
CARING HEARTS & HELPING HANDS, LLC.  
CARROLL CO. BOARD OF EDUCATION  
CARTER CO. BOARD OF EDUCATION  
CASA OF HENDERSON COUNTY  
CATAPULT LEARNING  
CEDAR SPRINGS WEEKDAY SCHOOL  
CEDARS PREPARATORY ACADEMY  
CENTER FOR EXCELLENCE, INC.  
CENTRAL CHURCH, INC.  
CENTRAL TN TERMITE AND PEST CONTROL  
CFI INSULATION  
CHARIS HEART, INC.  
CHARLIE IRWIN PAINTING, LLC  
CHATTANOOGA POLICE DEPARTMENT  
CHEROKEE HEALTH SYSTEMS  
CHILD ADVOCACY CENTER 31ST JUDICIAL DISTRICT  
CHILD ADVOCACY CENTER OF ANDERSON CO. TN., INC.  
CHILDREN FIRST, A MONTESSORI COMMUNITY  
CHILDREN'S ADVOCACY CENTER OF HAMILTON COUNTY  
CHRIST CLASSICAL ACADEMY  
CHRIST UNITED METHODIST CHURCH  
CHRIST'S LEGACY ACADEMY  
CHRISTIAN BROTHERS UNIVERSITY  
CHRISTIAN CHURCH FND. FOR HANDICAPPED  
CHRISTIAN OUTREACH CENTER  
CIPLE SOLUTIONS, INC.  
CITY OF DICKSON SENIOR CITIZEN CENTER  
CITY OF GREENEVILLE  
CITY OF KNOXVILLE FIRE DEPARTMENT  
CITY OF MEMPHIS, HR DIVISION  
CITY OF SMYRNA  
CLARKSVILLE MONTESSORI CHILDRENS HOUSE



CLARKSVILLE-MONTGOMERY CO SCHOOL DIST  
CLAY CO. BOARD OF EDUCATION  
CLEVELAND FIRE DEPARTMENT  
CLINTON CITY SCHOOLS  
COFFEE COUNTY CHILDREN'S ADVOCACY CENTER  
COLLEGE OF EDUC.,HEALTH&HUMAN SCIENCES-UTK  
COLUMBUS ORGANIZATION  
COMCARE, INC.  
COMMUNITY CHRISTIAN DAY SCHOOL  
COMMUNITY DEVELOPMENT CENTER  
COMMUNITY SYSTEMS  
COMPANION PLUS  
COMPETITION ATHLETIC CONSTRUCTION, LLC  
COMPREHENSIVE PROFESSIONAL SERVICES  
COMPTROLLER OF THE TREASURY  
CORNERSTONE ACADEMY  
COVENANT BAPTIST ACADEMY  
COVENANT COLLEGE DEPARTMENT OF EDUCATION  
CROSS-ROADS AREA ALCOHOL & DRUG ASSOCIATION  
CORDOVA CHRISTIAN LEARNING CENTER  
CORNERSTONE PREPARATORY SCHOOL  
CORRECTIONAL MANAGEMENT SYSTEMS,LLC.  
COUNTRY DAY MONTESSORI SCHOOL  
COUNTRY VIEW ESTATES  
COVENANT ACADEMY  
COVENANT LIFE SCHOOL AND DAYCARE  
CROCKETT CO. BOARD OF EDUCATION  
CROSSROADS INTEGRATED HEALTH SERVICES  
CUMBERLAND COUNTY BOE  
CUMBERLAND UNIVERSITY  
D & S BUILDERS, LLC  
DAN WEAVER SERVICES  
DANNY DAVIS CONTRACTORS  
DARIOUS HARDIN HEATING & AIR, INC.  
DAVID LIPSCOMB CAMPUS SCHOOL  
DEAF CONNECT  
DECATUR CO. BOARD OF EDUCATION  
DEKALB CO. BOARD OF EDUCATION  
DEL-AIR MECHANICAL CONTRACTORS, INC.  
DELTA ELECTRICAL, INC.  
DEMO PLUS, INC.  
DENARK CONSTRUCTION, INC.  
DICKSON CO. BOARD OF EDUCATION  
DONELSON CHRISTIAN ACADEMY  
DRAIN CONSTRUCTION COMPANY  
DRAUGHONS JUNIOR COLLEGE, dba DAYMAR INSTITUTE  
DUNN ELECTRICAL SERVICE, INC.



DYER CO. BOARD OF EDUCATION  
DYERSBURG CITY SCHOOLS  
E. LUKE GREENE COMPANY, INC.  
E.S. DOCKERY, INC.  
EAST ACADEMY, INC.  
EAST TENNESSEE SPRINKLER COMPANY  
EAST TENNESSEE STATE UNIVERSITY CAMPUS RECREATION  
EBERHART ELECTRIC  
EDUCATIONAL SERVICES OF AMERICA, INC.  
EDUTECH, INC.  
EDVANTIA, INC.  
ELITE CHILD CARE CENTER  
ELITE ROOFING CO-GENERAL CONTRACTOR  
EMJ CORPORATION  
ENA  
ENTERASYS NETWORKS  
ETOWAH CITY SCHOOLS  
EVANGELICAL CHRISTIAN SCHOOL  
EVANS CONTRACTING COMPANY, INC.  
EVERGREEN PLAYSCHOOL & RECREATION  
EXCHANGE CLUB FAMILY CENTER, INC.  
F.C BOYD CHRISTIAN SCHOOL  
FACILITY SERVICE, INC.  
FACILITY SYSTEMS CONSULTANTS, LLC  
FAITH CHRISTIAN ACADEMY  
FAMILIES OF INCARCERATED INDIVIDUALS  
FAMILY MENDERS  
FIRETEAM CORPORATION  
FIRST BAPTIST CHURCH  
FIRST BAPTIST CHURCH CONCORD  
FIRST BAPTIST MOTHER'S DAY OUT PROGRAM  
FIRST BAPTIST WEEKDAY MINISTRY  
FIRST PRESBYTERIAN CHURCH, EARLY PRESCHOOL  
FOCUS HEALTHCARE OF TENNESSEE  
FOOTHILLS FARMERS COOPERATIVE  
FORD CONSTRUCTION COMPANY  
FORTWOOD CENTER, INC.  
FOSSETT PAVING CO., LLC  
FOUR SEASONS HEATING AND AIR CONDITIONING, INC.  
FRANKLIN ROAD CHRISTIAN PRESCHOOL  
FRANKLIN SPEC SCHOOL DISTRICT  
FRAYSER MILLINGTON NORTH SHELBY MENTAL HEALTH CTR.  
FRAZIER ROOFING & SHEET METAL CO., INC.  
FREED-HARDEMAN UNIVERSITY  
FREEDOM POINTE SUPPORTIVE LIVING CENTERS,LLC  
FREEMAN MASONRY  
FRIENDSHIP CHRISTIAN SCHOOL



FULMER CONCRETE FINISHING CO., INC.  
FUNCTIONAL INDEPENDENCE HOME CARE  
FUNDERBURK ELECTRICAL SERVICES, LLC  
GATE COMMUNICATIONS  
GEAR UP  
GENESIS LEARNING CENTERS  
GIBSON COUNTY SCHOOL DISTRICT  
GILT EDGE VOLUNTEER FIRE DEPARTMENT  
GIRTMAN AND ASSO.'S INC & GIRTMAN TOTAL OPENINGS  
GIVING TREE MONTESSORI SCHOOL  
GOINS RASH CAIN, INC.  
GOOD SAMARITAN SOCIETY-FAIRFIELD GLADE  
GRACE BAPTIST CHILDREN'S CENTER  
GRACE CHRISTIAN ACADEMY  
GRACE COVENANT CHURCH/ EARLY CHILDHOOD  
GRACE HOUSE OF MEMPHIS, INC.  
GRACE THERAPY GROUP, LLC  
GREATER CHATT CHRISTIAN SERVICES  
GREEN FIRE PROTECTION, INC.  
GREENE CO. BOARD OF EDUCATION  
GREENEVILLE ADVENTIST ACADEMY  
GREENEVILLE CITY SCHOOLS  
GREENLEACH HVAC & PLUMBING, INC.  
GRUNDY CITY BOARD OF EDUCATION  
GUARDIAN COMMUNITY LIVING-NASHVILLE  
HAMBLEN CO. BOARD OF EDUCATION  
HAMILTON CO. BOARD OF EDUCATION  
HANNAH'S HOPE  
HARDIN'S SYSCO FOOD SERVICES, LLC  
HARLAN ELECTRIC COMPANY, INC.  
HARMONY ADOPTIONS OF TN, INC.  
HAYS PLUMBING, HEATING & AIR CONDITIONING, INC.  
HAYWARD BAKER, INC.  
HEAVENLY HOST LUTHERAN SCHOOL  
HENRY COUNTY JUVENILE COURT  
HENRY COUNTY SHERIFF'S OFFICE  
HENSON CONSTRUCTION SERVICES, INC.  
HERE'S HOPE COUNSELING CENTER  
HICKMAN CO. BOARD OF EDUCATION  
HICKORY VALLEY CHRISTIAN SCHOOL, INC.  
HOLLOW ROCK BRUCETON- SPECIAL SCH DIST  
HOLT AND HOLT, INC.  
HOME HELPERS # 58518  
HOUSTON CO. BOARD OF EDUCATION  
HUGH G. BROOKS INDUSTRIES, LLC  
HUTCHINSON SCHOOL  
I-SYS CORP.



IDLEWILD PRESBYTERIAN KINDERGARTEN  
INSURANCE PRODUCERS  
INTERIOR DESIGN SERVICES, INC.  
INTERSTATE FENCING & RENTAL, INC.  
CROSSVILLE CHRISTIAN SCHOOL  
CUMBERLAND ENVIRONMENTAL RESOURCES COMPANY  
CURREY INGRAM ACADEMY  
CUSTOM RECREATION  
D.F. CHASE, INC.  
DALE & DALE, INC.  
DAMON-MARCUS COMPANY  
DAVIDSON COUNTY JUVENILE COURT  
DAVIDSON COUNTY SHERIFF'S DEPARTMENT  
DAYSRING ACADEMY  
DAYTON CITY SCHOOLS  
DIR OF ED STUDENT SVCS, UT MARTIN  
DISTRIBUTION DEPT. OF PURITY DAIRIES, LLC  
DIVERSIFIED MANAGEMENT SERVICES, LLC  
DIXIE ROOFING, INC.  
DOSS BROTHERS, INC.  
DOUGLAS CHEROKEE ECONOMIC AUTHORITY, INC.  
DSE ERECTORS, INC.  
DURACAP ASPHALT PAVING CO., INC.  
DYER & BOGER CONSTRUCTION, LLC  
E & T CONTRACTING, LLC  
EAGLE MEDICAL STAFFING, LLC.  
EAGLES NEST ACADEMY  
EARTHADLIC ENTERPRISES, LLC  
EAST TENNESSEE CONSTRUCTION SERVICES, INC.  
EAST TENNESSEE STATE UNIVERSITY  
ECKERD ACADEMY AT DEER LODGE  
ED CARD MASONRY  
ELIZABETHTON CITY SCHOOLS  
ELKIN ROWE, INC.  
ELLISTON BAPTIST CHURCH DAY-CARE/ACADEMY  
EMORY VALLEY CENTER  
ENGINEERING & TESTING SOLUTIONS, LLC  
ENGLISH MOUNTAIN RECOVERY  
EPISCOPAL SCHOOL OF KNOXVILLE  
ERECTION SPECIALISTS, INC.  
ETSU DEPARTMENT OF SOCIAL WORK  
EZELL HARDING CHRISTIAN SCHOOL  
FAMILY AFFAIR MINISTRIES, INC.  
FARAMINGTON PRESBYTERIAN CHURCH  
FAYETTE ACADEMY  
FEDERAL EQUIPMENT DEALERS, INC.  
FINCHUM SPORTS FLOORS



FIRE STOP TECHNOLOGIES, INC.  
FIRST ASSEMBLY CHRISTIAN SCHOOL  
FIRST BAPTIST CHURCH OF GREENBRIER  
FIRST BAPTIST CHURCH, INC. PRESCHOOL  
FIRST STEPS, INC.  
FISHER CONSTRUCTION CO., INC.  
FISHIELD CORPORATION  
FLOZONE SERVICES, INC.  
FOOD EQUIPMENT SERVICES CO., INC.  
FOOTHILLS CARE, INC.  
FOSTER GRANDPARENT PROGRAM  
FRANKLIN ROAD ACADEMY EXTENDED DAY PROGRAM  
FREE WILL BAPTIST BIBLE COLLEGE  
FREEDOM CHRISTIAN ACADEMY  
FREEDOM CO-OP, INC  
G & L ASSOCIATED, INC. DBA USA FIRE PROTECTION  
GALLAHER & ASSOCIATES, INC.  
GARDEN MONTESSORI SCHOOL  
GARRETT PLUMBING & HEATING COMPANY, INC.  
GAYLOR EXCAVATING & HAULING  
GCS, INC.  
GENE COX MECHANICAL CONTRACTOR, INC  
GENE'S HOUSE OF CARPET  
GENERATIONS GAITHER'S, INC.  
GEOTHERMAL SOLUTIONS, LLC  
GIBBS BROTHERS CONSTRUCTION, INC.  
GILES CO. ADULT-ORIENTED EST BRD  
GILES COUNTY  
GLORIA DEI PRESCHOOL  
GODDARD INDUSTRIAL, INC.  
GOLDENROD DAIRY  
GOODPASTURE CHRISTIAN SCHOOL  
GORDON FOOD SERVICE  
GRACE EVANGELICAL LUTHERN CHURCH  
GRACE PLACE AFTER SCHOOL  
GRACE PRESBYTERIAN CHURCH  
GRACE REHABILITATION CENTER, INC.  
GUARDIAN COMMUNITY LIVING, LLC  
GUARDIAN COMMUNITY LIVING, LLC JACKSON  
HALE CONSTRUCTION, INC.  
HAMILTON CO. EMERGENCY MEDICAL SERVICES  
HANCOCK CO. BOARD OF EDUCATION  
HAPPY HAVEN HOMES, INC.  
HARDEMAN CO. BOARD OF EDUCATION  
HARDIN COUNTY SKILLS, INC  
HARDING ACADEMY OF MEMPHIS, INC.  
HARWOOD CENTER, INC.



HASTINGS ARCHITECTURE ASSOCIATES, LLC  
HAWKINS CO. BOARD OF EDUCATION  
HAYWOOD CO. BOARD OF EDUCATION  
HEALTHY KIDS & TEENS, INC.  
HEAVEN SENT CHILDREN  
HELTON AND ASSOCIATES, INC.  
HENDERSONVILLE BIBLE KINDERGARTEN  
HENRY CO. BOARD OF EDUCATION  
HERITAGE & HOPE ACADEMY  
HERITAGE BAPTIST CHURCH  
HERNANDEZ LANDSCAPING  
HIGHLAND CHRISTIAN ACADEMY  
HOME HEALTH CARE OF EAST TN, INC AND HOSPICE  
HOME HELPERS  
HOME HELPERS # 58409  
HOPE FOR TOMORROW CENTER, INC.  
HUMPHREYS CO. BOARD OF EDUCATION  
HUNTINGDON SPECIAL SCHOOL DIST  
HVAC, INC.  
IMMANUEL LUTHERAN SCHOOL  
INCARNATION PRESCHOOL  
INNOVATIVE MODULAR SOLUTIONS, INC.  
INTEGRATED COMPUTER SOLUTIONS, INC.  
INTEGRATED CONTROLS CORP. OF TN  
INTER-STATE STUDIO  
INTERSTATE MECHANICAL CONTRACTORS, INC.  
J.MARK WALL & CEILING, LLC  
JACKSON AREA COUNCIL ON ALCOHOLISM AND DRUG DEPEND  
JACKSON CHRISTIAN PRESCHOOL  
JACKSON-MADISON CO SCHOOL SYST  
JACOM ENTERPRISES, LLC  
JDC INDUSTRIAL MECHANICAL SYSTEMS, LLC  
JEFFERSON CO. BOARD OF EDUCATION  
JEWISH FAMILY SERVICE  
JOHN E. GREEN COMPANY  
JOHNSON & GALYON, INC.  
INVO HEALTHCARE ASSOCIATES, INC  
IVY ACADEMY  
J & J DRYWALL, INC.  
J.E. GREEN COMPANY  
JACKSON COUNTY SCHOOLS  
JACKSON PREPARATORY SCHOOL  
JACKSON RESTAURANT SUPPLY, INC.  
JAY AND JOSH ROOFING COMPANY  
JESUS ONLY CHURCH AND ACADEMY  
JIMMY ALFORD STUDIOS  
JOHNSON BIBLE COLLEGE COUNSELING CENTER



JOHNSON CONTROLS, INC.  
JOHNSON'S SUPPORTIVE HOUSING,LLC.  
JOLLEY BUILDING, LLC  
JUDI HOLLANDSWORTH  
JWC SPECIALTIES, INC.  
K. BERRY CONSTRUCTION, INC.  
KEE PEST CONTROL, INC.  
KENNETH JONES COMPANY, INC.  
KIDS HOPE USA OF MARIETTA CUMBERLAND  
KIDS PLACE/A CHILD ADVOCACY CENTER  
KIDS PUTNAM  
KIDSKILLS  
KINGDOM CARE SOLUTIONS  
KINGSPORT CITY SCHOOLS  
KIWANIS CENTER OF CHILD DEVELOPMENT  
KNOWLEDGE QUEST  
KNOX COUNTY COMMUNITY ACTION COMMITTEE  
KNOXVILLE MONTESSORI SCHOOL  
KUSTOM GLASS SERVICE, INC.  
L.B.J.& C. DEVELOPMENT CORPORATION  
LABOR FINDERS OF TENNESSEE, INC.  
LABOR READY, INC.  
LAKE CO. BOARD OF EDUCATION  
LANCASTER CHRISTIAN ACADEMY  
LAUDERDALE CO. BOARD OF EDUCATION  
LAURELBROOK SANITARIUM & SCHOOL, INC DAYCARE  
LAWRENCE CO. BOARD OF EDUCATION  
LEARNING LABS, INC.  
LEBANON SPECIAL SCHOOL DISTRICT  
LEE COMPANY  
LEE UNIVERSITY  
LEE UNIVERSITY GRADUATE PROGRAMS IN COUNSELING  
LENOIR CITY CHRISTIAN ACADEMY & PRESCHOOL  
LENOIR CITY SCHOOL SYSTEM  
LIFECARE FAMILY SERVICES-MYRA BEASLEY  
LIGHTHOUSE CHRISTIAN PRESCHOOL/SCHOOL  
LINCOLN CO. BOARD OF EDUCATION  
LINDEN WALDORF SCHOOL  
LITTLE SAINTS COMP CARE CENTER  
LITTLE SCHOLARS  
LOCKSMITH SERVICES  
LOVIE'S LEGACY  
LOVING ARMS NURSES CARE HOME HEALTH CARE INC.  
MACON CO. BOARD OF EDUCATION  
MACON COUNTY SHERIFF'S DEPT  
MADISON CO SHERIFF'S OFFICE  
MADISON COUNTY CASA



MAGOLIN HEBREW ACADEMY  
MARSHALL CO. BOARD OF EDUCATION  
MARTIN GLENN  
MARTIN HOUSING AUTHORITY/AFTER SCHOOL & SUMMER PRO  
MARYVILLE CITY SCHOOLS  
MASSEY ELECTRIC  
MAURY CO. GOVERNMENT-DANA GIBSON, HR DIR  
MAXIM HEALTHCARE SERVICES, INC.  
MAXWELL ROOFING AND SHEET METAL, INC.  
MCCALL COMMERCIAL FENCING, INC.  
MCCARTNEY PRODUCE CO., INC.  
MCCLAIN CHRISTIAN ACADEMY  
MCCOYS HEATING & AIR, INC.  
MCCURRY ENVIRONMENTAL CONSULTING, CO.  
MCFARLIN HUITT PANVINI, INC.  
MCMAHAN MECHANICAL, INC.  
MEMPHIS CHILD ADVOCACY CENTER  
MEMPHIS CITY SCHOOLS  
MEMPHIS ORAL SCHOOL FOR THE DEAF  
MEMPHIS TEACHER RESIDENCY  
METRO CHRISTIAN ACADEMY  
METRO NASHVILLE TRANS LICENSING COMMISSION  
METRO-NASHVILLE POLICE- JD SECTION  
MICHAEL DUNN CENTER  
MID-CUMBERLAND HUMAN RESOURCE AGENCY  
MID-STATE CONSTRUCTION CO., INC  
MIDDLE TENNESSEE CHRISTIAN SCHOOL  
MILAN FIRE DEPARTMENT  
MILLAR RICH, LLC  
MILLIGAN COLLEGE OCCUPATIONAL THERAPY PROGRAM  
MIRIAM'S PROMISE  
MONTESSORI ACADEMY, INC.  
MONTESSORI CENTER OF JACKSON  
MONTESSORI CENTRE  
MONTESSORI MIDDLE SCHOOL  
MONTESSORI WEAVER SCHOOL  
MOUNT OLIVE CHRISTIAN ACADEMIES  
MULTI-MEDIA SOLUTIONS  
MULTIVISTA TENNESSEE  
MURPHY, INC.  
MY FAITH, INC.  
NAFFCO CUSTOM MACHINE & FAB  
NASHVILLE CHRISTIAN ADVANCEMENT ACADEMY  
NATIONAL RESOURCES COMPANY, LLC  
NATURE'S WAY MONTESSORI SCHOOL  
NEWBILLS HEATING & AIR, INC.  
OBION COUNTY SENIOR CITIZENS.ASSOC.



OFFICE OF PROFESSIONAL LAB EXPERIENCES  
OLIVIA'S MONTESSORI PRESCHOOL  
OPEN ARMS CARE CORP- KNOXVILLE  
OPEN ARMS CARE CORP- MEMPHIS  
OPS CONTRACTING SERVICES, LLC.  
OPTIONS 4 ADOPTIONS, INC.  
ORANGE GROVE CENTER  
OUR LADY OF SORROWS SCHOOL  
OUTDOOR CONSTRUCTION COMPANY  
OVERBROOK SCHOOL  
OVERHEAD DOOR CO. OF KNOXVILLE  
PAUL BINKLEY CO., INC.  
PEACE LUTHERAN CHURCH  
PERSONAL COMPUTER SYSTEMS, INC.  
PLEASANT VIEW ACADEMY, LLC.  
PLEASANT VIEW CHILD CARE CENTER  
POLK CO. BOARD OF EDUCATION  
PORTLAND MONTESSORI ACADEMY  
PORTLAND POLICE DEPARTMENT  
PPMI CONSTRUCTION, INC.  
PREMIER INSULATORS OF TENNESSEE, LLC  
PRESBYTERIAN DAY SCHOOL  
PRIDE & JOY CHILDREN'S ACADEMY  
PRIMROSE SCHOOL OF HENDERSONVILLE  
PROSPECT CHILD DEVELOPMENT  
PROVIDENCE CHRISTIAN ACADEMY  
PUBLIC ADJUSTERS, TN DEPT COMM & INS  
QUALITY PLUMBING & MECHANICAL, LLC  
R.F. BECKER CONSTRUCTION, INC.  
R.G. ANDERSON COMPANY, INC.  
RAYS CONCRETE SERVICES, INC,  
RCR BUILDING CORPORATION  
READ WINDOW PRODUCTS, INC.  
REECE CONSTRUCTION  
REG BDS-PRIVATE SECURITY GRDS  
RESP-I-CARE PERSONAL HOME AIDE  
RHEA CO. BOARD OF EDUCATION  
RICE CONSTRUCTION COMPANY  
RICH CONSTRUCTION, INC.  
RICHARD CITY SPEC SCHOOL DIST.  
RIVERSIDE CHRISTIAN ACADEMY  
ROANE CO. BOARD OF EDUCATION  
ROBERT S. BISCAN & COMPANY  
ROBERTSON COUNTY CHILD ADVOCACY CENTER  
ROCKETTOWN OF MIDDLE TENNESSEE  
ROGERSVILLE CITY SCHOOLS  
ROLLING HILLS HOSPITAL



ROMACH, INC.  
ROUSE CONSTRUCTION COMPANY, INC.  
RUTHERFORD CO. BOARD OF EDUCATION  
S & ME, INC. NC  
S & W CONTRACTING COMPANY, INC.  
SAIN CONSTRUCTION COMPANY  
SCHOLASTIC, INC.  
SCHRADER LANE CHILDCARE CENTER  
SENSATIONAL ENLIGHTENMENT  
SEVIER CO. BOARD OF EDUCATION  
SHADY GROVE UNITED METHODIST CHURCH  
SHELBY CO. BOARD OF EDUCATION  
SHELBY CO. CRIM CRT CLK OFFICE- JACK RULEMAN  
SHENANDOAH BAPTIST ACADEMY  
SHOFFNER ACQUISITION CORPORATION, INC.  
SHOFFNER MECHANICAL SERVICES, INC.  
SHOOK & WEST CONSTRUCTION, INC.  
SMALL WORLD, INC.  
SMITH CO. BOARD OF EDUCATION  
SQ CARROLL COUNTY SPECIAL SCHOOL DIST  
SOUTHEAST TN DEVELOPMENT DISTRICT  
SPECIALTY COATINGS, INC.  
SPEECH PATHOLOGY SERVICES OF E. TN, LLC  
SPORTS FLOORS, INC.  
ST. ANN SCHOOL- EXTRA CARE  
ST. BERNARD ACADEMY- AFTERSCHOOL PROGRAM  
ST. EDWARD SCHOOL - AFTERCARE  
ST. FRANCIS OF ASSISI CATHOLIC SCHOOL  
ST. GEORGE'S INDEPENDENT SCHOOL  
ST. JUDE CATHOLIC PRESCHOOL AND AFTERCARE  
ST. LUKE'S EPISCOPAL CHURCH  
ST. PAUL'S DAY SCHOOL AND KINDERGARTEN  
ST. ROSE PRESCHOOL  
STANDIFER GAP SDA SCHOOL  
STARS-NASHVILLE  
STEEL-PLUS, LLC  
STERLING CONSTRUCTION, INC.  
STIR UP THE GIFTS CHRISTIAN FAMILY HOME CHILDCARE  
STORM SHIELD LIGHTNING PROTECTION  
STRATEGIC EQUIPMENT, INC.  
SULLIVAN CO. BOARD OF EDUCATION  
SUMNER COUNTY CASA, INC.  
SUPPORT SOLUTIONS OF TENNESSEE  
SYKES EXCAVATION  
SYSCO FOOD SERVICES OF KNOXVILLE, LLC  
SYSTEM INTEGRATIONS  
TBI



TELLICO CONSTRUCTION  
TEMPLE BAPTIST CHRISTIAN SCHOOL  
TENNESSEE BAPTIST ADULT HOME, INC.  
TENNESSEE GOVERNOR'S ACADEMY  
TENNESSEE HEMOPHILIA AND BLEEDING DISORDERS FOUND.  
TENNESSEE TECHNOLOGICAL UNIVERSITY  
TENNESSEE TECHNOLOGY CENTER @ HARRIMAN  
TENNESSEE TECHNOLOGY CENTER AT CROSSVILLE  
TENNESSEE URGENT CARE ASSOCIATES  
TENNESSEE VALLEY METALS, INC.  
THE COMFORT GROUP, INC., ANDREA MASSINGILL  
THE EXCHANGE CLUB/HOLLAND J. STEPHENS CENTER  
THE HENRY CENTER  
THE LEMOYNE OWEN COLLEGE  
THE LITTLE COUNTRY SCHOOLHOUSE  
THE PARENT COMPANY, INC.  
THE PIPE DOCTOR, LLC  
THE RENFREW CENTER OF TENNESSEE  
THE SETTLEMENT PRESCHOOL AND KINDGARTEN  
THE TREE FIRM, INC.  
THE UNIV., OF THE SOUTH, NANCY DANIEL  
THE UNIVERSITY OF MEMPHIS  
THE WHOLE CHILD LEARNING COMPANY  
THE WORKMAN COMPANY, INC.  
THP- CHATTANOOGA- 2ND DIST  
THP- JACKSON- 8TH DIST  
THP- KNOXVILLE- 1ST DIST  
THP- MEMPHIS- 4TH DIST  
THP- NASHVILLE- 3RD DIST  
TIBBETTS ELECTRICAL SERVICES, INC.  
TIM JURISIN PLUMBING  
TIPTON COUNTY SCHOOL SYSTEM  
TIPTON-ROSEMARK ACADEMY  
TN CHRISTIAN PREPARATORY SCHOOL  
TN DEPARTMENT OF TRANSPORTATION  
TN DEPT OF HEALTH, BUREAU OF LIC & REG  
TN DEPT. OF FINANCIAL INST.- LESLIE YANEZ  
TN DIVISION OF MENTAL RETARDATION SERVICES  
TN MENTAL HEALTH AND DEV. DISABILITIES  
TN NATIONAL GUARD FAMILY PROGRAMS  
TN SCHOOL FOR THE BLIND  
TN SCHOOL FOR THE DEAF  
TN WESLEYAN COLLEGE  
TOM'S LAWN SERVICE  
TOTAL DEMOLITION SERVICES, INC.  
TOUCHED BY AN ANGEL  
TOWERING OAKS CHRISTIAN SCHOOL



TRANSFORMATIONS AUTISM TREATMENT CENTER  
TRI-CITIES CHRISTIAN SCHOOLS, INC.  
TRISTAR DIGITAL CONNECTIONS, LLC  
TROUSDALE CO. BOARD OF EDUCATION  
TRUE-LINE CORING & CUTTING-NASHVILLE, LLC  
TSU ACADEMIC AFFAIRS  
TUSCULUM COLLEGE EDUCATION DEPT.  
TWO RIVERS ROOFING, INC.  
UCHRA CASA  
UNICOI CO. BOARD OF EDUCATION  
UNION CITY BOARD OF EDUCATION  
UNION CO. BOARD OF EDUCATION  
UNION UNIVERSITY TEACHER EDUCATION PROGRAM  
UNITED CHRISTIAN ACADEMY  
UNITED SERVICES, INC.  
UNITED TESTING AND BALANCING, INC.  
UNIVERSAL CONTRACTORS, LLC  
UNIVERSITY SCHOOL  
UNIVERSITY SCHOOL OF JACKSON  
UT/TSU EXTENSION-LAWRENCE COUNTY  
UTEACHATTANOOGA  
VANDERBILT CHILD & FAMILY CENTER  
VANDERBILT KENNEDY CENTER  
VANDERBILT UNIVERSITY  
VAUGHN TILE  
VCE, INC.  
VIOLETTE ARCHITECTURE/ INTERIOR DESIGN  
VOLUNTEER BEHAVIORAL HEALTH CARE SYSTEM  
VOLUNTEER TECHNOLOGY SYSTEMS, LLC  
W.W. PLUMBING CO., INC.  
WARREN CO. BOARD OF EDUCATION  
WARREN MECHANICAL CONTRACTORS, INC.  
WASCO, INC. & SUBSIDIARIES  
WASTE MANAGEMENT OF TENNESSEE-KNOXVILE  
WATERPROOFING SYSTEMS, INC.  
WATSON MASONRY  
WAYNE CO. BOARD OF EDUCATION  
WEARS VALLEY RANCH  
WEAVER'S STRUCTURAL STEEL, INC.  
WEBER ASSOCIATES, INC.  
WELL CHILD, INC.  
WEST END KINDERGARTEN  
WEST HILLS BAPTIST CHURCH  
WHOLE CHILD LEARNING COMPANY  
WILBUR CAMPBELL BACKHOE & DOZER SERVICES, INC.  
WILLIAMSON COUNTY CHILD ADVOCACY CENTER  
WILSON COUNTY SCHOOLS



WINCHESTER CHRISTIAN ACADEMY  
WORKFORCE ESSENTIALS, INC.  
YLOANDA HARRIS CAREHAVEN  
YMCA OF METROPOLITAN CHATTANOOGA  
YOUNG SCHOLARS/FSSD  
YOUTH SPEAKS NASHVILLE  
JOHNSON CITY SCHOOLS  
JONES GLASS CO., INC.  
JS ELECTRIC, LLC  
K AND R DRYWALL, LLC  
K L M MECHANICAL CONTRACTORS, INC.  
KERRR BROTHERS & ASSOC., INC.  
KIDS 1ST OF TENNESSEE, LC  
KIDS KABIN  
KIDZ ZONE PLAY SYSTEMS  
KING COLLEGE, INC.  
KLINKHAMMER ACOUSTICAL, INC  
KNOX CO. BOARD OF EDUCATION  
KNOXVILLE POLICE DEPARTMENT  
KNOXVILLE-KNOX COUNTY HEAD START  
LAB FOUR SYSTEMS, LLC  
LAKEWAY DOOR & GLASS, INC.  
LAMBS AND IVY SCHOOL  
LAMBUTH UNIVERSITY- PAULA BROWNYARD  
LAMPLIGHTER MONTESSORI SCHOOL, INC.  
LANDMARK CORPORATION  
LANDRETH SCHOOL BUS SERVICE  
LANE COLLEGE- DR. PATRICIA MILLER  
LASHLEE-RICH, INC.  
LAWSON ELECTRIC COMANY, INC.  
LE BONHEUR CENTER FOR CHILDREN & PARENTS  
LEE ADCOCK CONSTRUCTION CO., INC.  
LEE UNIVERSITY, HELEN DEVOS COLLEGE OF ED  
LEWIS CO. BOARD OF EDUCATION  
LEXINGTON CITY SCHOOLS SYSTEM  
LIFE CHOICES, INC  
LIFETOUCH NATIONAL SCHOOL STUDIOS, INC.  
LIGHTHOUSE CHRISTIAN ACADEMY  
LIMESTONE MASONRY  
LINCOLN MEMORIAL UNIVERSITY  
LIPSCOMB UNIVERSITY COLLEGE OF EDUCATION  
LITTLE TN VALLEY EDUCATIONAL COOP  
LOUDON CO. BOARD OF EDUCATION  
LOWRIE ELECTRIC COMPANY  
LUTHERAN SERVICES IN TENNESSEE, INC.  
M & W DRILLING, LLC  
MACON CHRISTIAN ACADEMY



MACON ROAD BAPTIST SCHOOL  
MAD SCIENCE OF THE MID-SOUTH  
MADE-WELL CONSTRUCTION, INC.  
MAMA LERE HEARING SCHOOL AT VANDERBILT  
MARTHA O'BRYAN CENTER, INC.  
MARTIN METHODIST COLLEGE  
MARYVILLE COLLEGE TEACHER EDUCATION PROGRAM  
MARZUCCO'S CONCRETE, LLC  
MASONRY SPECIALTY CONTRACTORS, INC.  
MAURY CO. BOARD OF EDUCATION  
MAXIM HEALTHCARE SERVICES, INC.  
MAYNARD FIXTURCRAFT, INC.  
MCGAHA ELECTRIC CO, INC  
MCGEE HOME CARE SERVICES  
MCKENZIE SPECIAL SCHOOL DISTRICT  
MCMINN CO. BOARD OF EDUCATION  
MCSPADDEN, INC.  
MEIGS CO. BOARD OF EDUCATION  
MEMAKON, INC.  
MEMPHIS CENTER FOR INDEPENDENT LIVING  
MEMPHIS CHINESE SCHOOL  
MEMPHIS COLLEGE OF ART  
MEMPHIS JEWISH COMMUNITY CENTER  
MEMPHIS LEADERSHIP FOUNDATION  
MEMPHIS-HERITAGE CHRISTIAN SCHOOL, INC.  
MERIT CONSTRUCTION, INC.  
MERITAN, INC.  
MESA INTERIOR CONSTRUCTION CO., INC.  
MESSER CONSTRUCTION  
METRO NASHVILLE PUBLIC SCHOOLS  
MIDDLE TENNESSEE SUPPORT SERVICES, LLC.  
MIDSOUTH GEOTHERMAL, LLC  
MILAN DECORATORS, INC.  
MILAN SPECIAL SCHOOL DISTRICT  
MILLIGAN COLLEGE  
MIRACLE BAPTIST CHURCH  
MITCHELL EMERT & HILL, P.C  
MITCHELL PLUMBING, INC.  
MODERN ELECTRICAL CONTRACTING, INC.  
MODERN HEATING, COOLING, ROOFING, INC.  
MONROE CO. BOARD OF EDUCATION  
MONTESSORI ACHIEVEMENT ACADEMY  
MONTESSORI KINDER, INC.  
MONTESSORI SCHOOL OF FRANKLIN  
MONTGOMERY CHRISTIAN ACADEMY  
MORGAN CO. BOARD OF EDUCATION  
MORROW DESIGN



MT. JULIET CHRISTIAN ACADEMY  
MT. JULIET MONTESSORI ACADEMY  
MT. PISGAH WEE CARE  
MUNSEY PRESCHOOL  
MURFREESBORO CITY SCHOOLS  
NASHVILLE CHRISTIAN SCHOOL  
NASHVILLE MACHINE ELEVATOR CO,INC  
NEW HOPE CHRISTIAN ACADEMY  
NEW HORIZON MONTESSORI SCHOOL  
NEW VISION OF LIFE SENTER,INC.  
NEW VISION, INC.  
NIX-A-MITE EXTERMINATORS, INC.  
NURSES FOR NEWBORNS OF TENNESSEE  
OAK HILL SCHOOL PRE-KINDERGARTEN  
OAK RIDGE SCHOOLS  
OAK VALLEY BAPTIST CHURCH  
OBION CO. BOARD OF EDUCATION  
OBION CO. CIRCUIT COURT CLERK  
ONE POINT PLANNING, LLC  
OPEN ARMS CARE CORP  
OPTIONS 4 ADOPTION, INC.  
OUR CHILDREN OUR FUTURE  
OUR SAVIOR LUTHERN ACADEMY  
OVERTON CO. BOARD OF EDUCATION  
PACESETTERS YOUTH & FAMILY OUTREACH,INC.  
PAIDEIA ACADEMY  
PARRIS ROOFING & SHEET METAL COMPANY, INC.  
PARTNERSHIP FOR FAMILIES, CHILDREN & ADULTS  
PEABODY OF VANDERBILT UNIV., DR. BILL CORBIN  
PEACH STATE ROOFING, INC.  
PEDAL VALVES, INC.  
PHIPPS CONSTRUCTION COMPANY, INC.  
PICKETT CO. BOARD OF EDUCATION  
PIGEON FORGE FIRE DEPARTMENT  
PINNACLE CONSTRUCTION PARTNERS, LLC  
PIPE LINE UTILITY CONTRACTORS, LLC  
PLEASANT VIEW CHRISTIAN SCHOOL  
PLEASANT VIEW MONTESSORI  
POLK COUNTY GOVERNMENT  
PRATERS INCORPORATED  
PREMIER FOOD EQUIPMENT SERVICE  
PRESTON CONSTRUCTION CO.  
PRIVATE INVESTIGATOR LICENSING  
PROGRESSIVE DIRECTIONS, INC.  
PROJECT HELP @ MTSU  
PROVIDENCE ACADEMY  
PUTNAM CO. BOARD OF EDUCATION



PUTNAM CONTRACTING SERVICES, LLC  
R. B. WEBB INSULATION CO., INC.  
REDEMPTION BAPTIST ACADEMY  
RHODES COLLEGE EDUCATION PROGRAM  
RISK ASSURANCE INSPECTIONS  
ROBERT ORR-SYSCO FOOD SERVICES, LLC  
ROBERTSON COUNTY SCHOOLS  
ROSCOE BROWN, INC.  
ROSE EQUIPMENT CO., LLC  
RUBBER WHOLESALERS, INC.  
RUSSELL AND ABBOTT HEATING AND A/C, INC.  
RUTLEDGE PIKE ELECTRIC CO., INC.  
S HARRIS CONSTRUCTION, LLC  
S.B. WHITE CO., INC.  
SAFE HARBOR CHILD ADVOCACY CENTER  
SALEM VILLAGES OF TN MR/DD INC  
SAMARITAN MINISTRIES/PROJECT S.E.E.  
SAVANNAH CHRISTIAN ACADEMY  
SAVANNAH ELECTRIC & SUPPLY, INC.  
SCARAH BEHAVIORAL HEALTH SERVICES,LLC.  
SCS ARCHITECTURAL CASEWORKS, INC.  
SEC CONSULTING FIRM, PLLC  
SECOND STEP,INC.  
SERVALL, LLC  
SESSIONS PAVING COMPANY  
SEXUAL ASSAULT CENTER  
SEYMOUR COMMUNITY CHRISTIAN SCHOOL  
SHOUN-ALLEN MASONRY, INC.  
SIGNAL CENTERS, INC.  
SIGNATURE FUNDRAISING, INC.  
SILVERDALE BAPTIST ACADEMY  
SISKEN CHILDRENS INSTITUTE  
SMITH ELECTRIC COMPANY  
SMITH EXCAVATING, INC.  
SOCCER SHOTS NASHVILLE NORTH, LLC.  
SOUTH CENTRAL HUMAN RESOURCE AGENCY  
SOUTH COLLEGE SCHOOL OF EDUCATION  
SOUTHEASTERN PLUMBING CO., LLC  
SOUTHERN ADVENTIST UNIVERSITY  
SOUTHERN CERAMICS, INC.  
SOUTHERN FACILITY SALES & SERVICE, LLC  
SOUTHERN ROOFING COMPANY  
SOUTHLAND CONSTRUCTORS  
SOUTHWEST HUMAN RESOURCE AGENCY  
SPARTA HEATING & AIR CONDITIONING, INC.  
SPECIAL KIDS AND FAMILIES, INC.  
SPRING HILL ACADEMY PRESCHOOL



ST MARY'S SCHOOL  
ST. AGNES ACADEMY ST. DOMINIC SCHOOL, INC.  
ST. ANN SCHOOL  
ST. CLEMENT COPTIC ORTHODOX ACADEMY  
ST. DOMINIC CATHLOIC SCHOOL PROGRAMS  
ST. JOHN VIANNEY SCHOOL  
ST. LOUIS PRESCHOOL  
ST. LUKES DAY SCHOOL  
ST. MARY'S CATHOLIC SCHOOL  
ST. MARY'S PRESCHOOL  
ST. PETER'S EPISCOPAL SCHOOL  
ST. ROSE EXTENDED CARE  
STATE OF TN CIRCUIT COURT JUDGE  
STEPPING STONES CHRISTIAN PRESCHOOL  
STEVE WARD & ASSOCIATES  
STEVE WILLIAMS CONSTRUCTION, LLC  
STONE STEEL, LLC  
STONES RIVER COMPANIES, LLC  
STONES RIVER ELECTRIC, INC.  
STOSH CONSTRUCTION SERVICE, INC.  
STRETCH-N-GROW OF KNOXVILLE  
SUMMERS-TAYLOR, INC.  
SUMNER ACADEMY  
SUMNER COUNTY SCHOOLS  
SUN ELECTRIC CO. OF TN, INC.  
SUSAN GRAY SCHOOL  
SYNERGY TREATMENT CENTERS  
T.R.A.M. ROOFING COMPANY  
TAC ENERGY SOLUTIONS  
TATE'S SCHOOL OF DISCOVERY  
TEACHER PREPARATION ACADEMY, UNIVERSITY OF TN,  
TEAMS INSTITUTE  
TEMPLE ISRAEL  
TENNESSE AUTOMATIC SPRINKLER, INC.  
TENNESSEE BAPTIST CHILDREN'S HOMES, INC.  
TENNESSEE COMMUNITY COUNSELING SERVICES  
TENNESSEE COMMUNITY SERVICES AGENCIES  
TENNESSEE FOREIGN LANGUAGE INSTITUTE  
TENNESSEE PROUD CONTRACTORS, LLC  
TENNESSEE VALLEY EXTERMINATING CO., INC.  
TG CONSTRUCTORS, INC.  
THACKSTON SCHOOL  
THE ADOPTION PLACE, INC.  
THE CENTER FOR FAMILY DEVELOPMENT  
THE CHILDREN'S HOUSE OF NASHVILLE, INC.  
THE COVENANT SCHOOL  
THE H.O.P.E. CENTER, INC.- 10TH JUDICIAL DIST. CAC



THE HEALING ARTS RESEARCH TRAINING CENTER  
THE LEARNING PLACE  
THE MONTESSORI SCHOOL  
THE NEIGHBORHOOD SCHOOL  
THE SPEECH AND HEARING CENTER  
THE SUMMIT AT HOME  
THOMAS J. TURNER & ASSOCIATES, INC.  
THOMCRETE CONSTRUCTION, INC.  
THOMPSON SERVICES, INC.  
THP- COOKEVILLE- 6TH DIST  
TN DEPARTMENT OF EDUCATION  
TN DEPT OF CHILDREN'S SERVICES  
TN DEPT OF HUMAN SERVICES  
TN DEPT OF SAFETY- CDL PROGRAM OFF  
TN DEPT OF SAFETY- HANDGUN DIVISION  
TN EDUCATION LOTTERY CORPORATION  
TOLLEY & LOWE, INC.  
TRANE /ASHLAND VA. DISTRICT  
TRANE-TENNESSEE DISTRICT  
TRENT EXCAVATING, LLC  
TRENTON SPECIAL SCHOOL DISTRICT  
TREVCCA NAZARENE UNIV -SCHOOL OF ED.  
TROJAN LABOR  
TTL, INC.  
TURF MANAGERS, LLC  
TURNER HOLDINGS, LLC  
TUSCULUM COLLEGE  
TUSCULUM COLLEGE TEACHER ED PROGRAM  
U.S. FOOD SERVICE  
UNIFIRST CORPORATION  
UNION UNIVERSITY SCHOOL OF NURSING  
UNITED ELEVATOR SERVICES, LLC  
UNIVERSITY COMMUNITY HEALTH SERVICES, INC.  
UNIVERSITY SCHOOL OF NASHVILLE  
UPLAND DESIGN GROUP, INC.  
UPSCALE HEALTHCARE  
UT EARLY LEARNING CENTER  
VAN BUREN CO. BOARD OF EDUCATION  
VAN HOOK, INC.  
VANDERBILT PEABODY COLLEGE  
VICTORY UNIVERSITY  
VILLAGE ROOFING CO., INC.  
VIRCO, INC.  
VIRGINIA COLLEGE SCHOOL BUSINESS & HEALTH  
VOLUNTEER ELECTRIC, INC.  
VOLUNTEER TREATMENT CENTER  
W. CARROLL SPECIAL SCHOOL DISTRICT



WARD CONTRACTING COMPANY  
WASHINGTON CO. BOARD OF EDUCATION  
WATER CONTROL ROOFING CO., INC.  
WE TOGETHER TENNESSEE, INC.  
WEAKLEY CO. BOARD OF EDUCATION  
WEBB PLUMBING, HEATING, & ELECTRIC, CORP.  
WEST END ACADEMY, INC.  
WEST TN CENTER FOR CHILD DEVELOPMENT  
WETSU CONSTRUCTION, LLC  
WHY KNOW ABSTINENCE EDUCATION, INC.  
WILLIAMSON CO. BOARD OF EDUCATION  
WILLIAMSON CO. CIRCUIT CRT CLERK  
WILSON CO. EMERGENCY MANAGEMENT  
WILSON CONSTRUCTION GROUP, LLC  
WILSON COUNTY CASA  
WINEGAR CONSTRUCTION, INC.  
WOOD BROTHERS CONSTRUCTION COMPANY  
YOUNG WOMENS LEADERSHIP ACADEMY  
YWCA OF BRISTOL  
YWCA OF KNOXVILLE



# **ATTACHMENT TWO**



ATTACHMENT TWO

City	Total	Avg/Month
MEMPHIS	29070	2423
NASHVILLE	23211	1934
KNOXVILLE	13906	1159
CHATTANOOGA	11489	957
MURFREESBORO	7203	600
JACKSON	7128	594
CLARKSVILLE	6572	548
JOHNSON CITY	4887	407
MORRISTOWN	4626	386
SPRING HILL	4474	373
COOKEVILLE	4306	359
GALLATIN	3756	313
KINGSPORT	3444	287
Franklin	3400	283
Maryville	3367	281
GREENBRIAR	3285	274
LEBANON	2805	234
Cleveland	2659	222
Farragut	2277	190
LENOIR CITY	2056	171
Cordova	1964	164
HARRIMAN	1963	164
ATHENS	1957	163
DICKSON	1745	145
COVINGTON	1737	145
Sevierville	1712	143
Elizabethton	1553	129
UNION CITY	1553	129
MCKENZIE	1489	124
Crossville	1349	112
WINCHESTER	1327	111
DYERSBURG	1117	93
LAWRENCEBURG	1036	86
SHELBYVILLE	953	79
COLUMBIA	938	78
BRISTOL	890	74
TAZWELL	787	66
ROGERSVILLE	731	61
Old Hickory	712	59
Lewisburg	546	46
FAYETTEVILLE	520	43
HOHENWALD	514	43
Savannah	400	33
JEFFERSON CITY	397	33
CAMDEN	344	29
RED BOILING SPRING	195	16
Somerville	150	13
DAYTON	145	12
West Memphis	55	5





# **ATTACHMENT THREE**



## SECURITY and MANAGEMENT CONTROL OUTSOURCING STANDARD

The goal of this document is to provide adequate security and integrity for criminal history record information (CHRI) while under the control or management of an outsourced third party, the Contractor. Adequate security is defined in Office of Management and Budget Circular A-130 as “security commensurate with the risk and magnitude of harm resulting from the loss, misuse, or unauthorized access to or modification of information.”

The intent of this Security and Management Control Outsourcing Standard (Outsourcing Standard) is to require that the Contractor maintain a security program consistent with federal and state laws, regulations, and standards (including the FBI Criminal Justice Information Services (CJIS) Security Policy) as well as with rules, procedures, and standards established by the Compact Council and the United States Attorney General.

This Outsourcing Standard identifies the duties and responsibilities with respect to adequate internal controls within the contractual relationship so that the security and integrity of the Interstate Identification Index (III) System and CHRI are not compromised. The standard security program shall include consideration of site security, dissemination restrictions, personnel security, system security, and data security.

The provisions of this Outsourcing Standard are established by the Compact Council pursuant to 28 CFR Part 906 and are subject to the scope of that rule. They apply to all personnel, systems, networks, and facilities supporting and/or acting on behalf of the Authorized Recipient of CHRI.

Contractors authorized access to CHRI through a direct connection to the FBI's CJIS Wide Area Network (WAN) must adhere to all applicable provisions of this Outsourcing Standard including the **bolded** portions. Contractors authorized to perform noncriminal justice administrative functions requiring access to CHRI without a direct connection to the FBI's CJIS WAN may ignore the **bolded** portions but must adhere to all other applicable provisions of this Outsourcing Standard.

### 1.0 *Definitions*

- 1.01 *Access to CHRI* means to use, exchange, retain/store, or view CHRI obtained from the III System but excludes direct access to the III System by computer terminal or other automated means by Contractors other than those that may be contracted by the FBI or state criminal history record repositories or as provided by title 42, United States Code, section 14614(b).
- 1.02 *Authorized Recipient* means (1) a nongovernmental entity authorized by federal statute or federal executive order to receive CHRI for noncriminal justice purposes, or (2) a government agency authorized by federal statute,



federal executive order, or state statute which has been approved by the United States Attorney General to receive CHRI for noncriminal justice purposes.

- 1.03 ***Authorized Recipient's Information Security Officer* means the individual who shall ensure technical compliance with all applicable elements of this Outsourcing Standard.**
- 1.04 *Chief Administrator*, as referred to in Article I(2)(B) of the Compact, means the primary administrator of a Nonparty State's criminal history record repository or a designee of such administrator who is a regular full-time employee of the repository.
- 1.05 *CHRI*, as referred to in Article I(4) of the Compact, means information collected by criminal justice agencies on individuals consisting of identifiable descriptions and notations of arrests, detentions, indictments, or other formal criminal charges, and any disposition arising therefrom, including acquittal, sentencing, correctional supervision, or release; but does not include identification information such as fingerprint records if such information does not indicate involvement of the individual with the criminal justice system.
- 1.06 *Criminal History Record Check*, for purposes of this Outsourcing Standard only, means an authorized noncriminal justice fingerprint-based search of a state criminal history record repository and/or the FBI system.
- 1.07 ***CJIS Systems Agency*, as provided in Section 1.4 of the FBI Criminal Justice Information Services (CJIS) Division's Advisory Policy Board Bylaws, means a criminal justice agency which has overall responsibility for the administration and usage of CJIS Division Programs within a state, district, territory, or foreign country. This includes any federal agency that meets the definition and provides services to other federal agencies and/or whose users reside in multiple states or territories.**
- 1.08 ***CJIS Systems Officer*, as provided in Section 1.5 of the CJIS Advisory Policy Board Bylaws, means the individual employed by the CJIS Systems Agency who is responsible for monitoring system use, enforcing system discipline and security, and assuring that CJIS operating procedures are followed by all users as well as other related duties outlined by the user agreements with the FBI's CJIS Division. (This title was formerly referred to as the Control Terminal Officer or the Federal Service Coordinator).**
- 1.09 *Compact Officer*, as provided in Article I(2) of the Compact, means (A) with respect to the Federal Government, an official [FBI Compact Officer] so designated by the Director of the FBI [to administer and enforce the



compact among federal agencies], or (B) with respect to a Party State, the chief administrator of the State's criminal history record repository or a designee of the chief administrator who is a regular full-time employee of the repository.

- 1.10 *Contractor* means a government agency, a private business, non-profit organization or individual, that is not itself an Authorized Recipient with respect to the particular noncriminal justice purpose, who has entered into a contract with an Authorized Recipient to perform noncriminal justice administrative functions requiring access to CHRI. **Under this Outsourcing Standard applicable to Channelers, a Contractor includes one who has direct connectivity to the CJIS Wide Area Network (WAN) for the purpose of electronic submission of fingerprints to and the receipt of CHRI from the FBI on behalf of an Authorized Recipient.**
- 1.11 *Contractor's Security Officer* means the individual accountable for the management of the Contractor's security program.
- 1.12 *Dissemination* means the disclosure of CHRI by an Authorized Recipient to an authorized Contractor, or by the Contractor to another Authorized Recipient consistent with the Contractor's responsibilities and with limitations imposed by federal and state laws, regulations, and standards as well as rules, procedures, and standards established by the Compact Council and the United States Attorney General.
- 1.13 *Noncriminal Justice Administrative Functions* means the routine noncriminal justice administrative functions relating to the processing of CHRI, to include but not limited to the following:
1. Making fitness determinations/recommendations
  2. Obtaining missing dispositions
  3. Disseminating CHRI as authorized by Federal statute, Federal Executive Order, or State statute approved by the United States Attorney General
  4. Other authorized activities relating to the general handling, use, and storage of CHRI
- 1.14 *Noncriminal Justice Purposes*, as provided in Article I(18) of the Compact, means uses of criminal history records for purposes authorized by federal or state law other than purposes relating to criminal justice activities, including employment suitability, licensing determinations, immigration and naturalization matters, and national security clearances.
- 1.15 *Outsourcing Standard* means a document approved by the Compact Council after consultation with the United States Attorney General which is to be incorporated by reference into a contract between an Authorized



Recipient and a Contractor. The Outsourcing Standard authorizes access to CHRI, limits the use of the information to the purposes for which it is provided, prohibits retention and/or dissemination except as specifically authorized, ensures the security and confidentiality of the information, provides for audits and sanctions, provides conditions for termination of the contract, and contains such other provisions as the Compact Council may require.

- 1.16 *Physically Secure Location* means a location where access to CHRI can be obtained, and adequate protection is provided to prevent any unauthorized access to CHRI.
- 1.17 *Positive Identification*, as provided in Article I(20) of the Compact, means a determination, based upon a comparison of fingerprints<sup>1</sup> or other equally reliable biometric identification techniques, that the subject of a record search is the same person as the subject of a criminal history record or records indexed in the III System. Identifications based solely upon a comparison of subjects' names or other non-unique identification characteristics or numbers, or combinations thereof, shall not constitute positive identification.
- 1.18 *Public Carrier Network* means a telecommunications infrastructure consisting of network components that are not owned, operated, and managed solely by the agency using that network, i.e., any telecommunications infrastructure which supports public users other than those of the agency using that network. Examples of a public carrier network include but are not limited to the following: Dial-up and Internet connections, network connections to Verizon, network connections to AT&T, ATM Frame Relay clouds, wireless networks, wireless links, and cellular telephones. A public carrier network provides network services to the public; not just to the single agency using that network.
- 1.19 *Security Violation* means the failure to prevent or failure to institute safeguards to prevent access, use, retention, or dissemination of CHRI in violation of: (A) Federal or state law, regulation, or Executive Order; or (B) a rule, procedure, or standard established by the Compact Council and the United States Attorney General.

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<sup>1</sup> The Compact Council currently defines positive identification for noncriminal justice purposes as identification based upon a qualifying ten-rolled or qualifying ten-flat fingerprint submission. Further information concerning positive identification may be obtained from the FBI Compact Council office.



## 2.0 *Responsibilities of the Authorized Recipient*

- 2.01 Prior to engaging in outsourcing any noncriminal justice administrative functions, the Authorized Recipient shall: (a) Request and receive written permission from (1) the State Compact Officer/Chief Administrator<sup>2</sup> or (2) the FBI Compact Officer<sup>3</sup>; (b) provide the Compact Officer/Chief Administrator copies of the specific authority for the outsourced work, criminal history record check requirements, and/or a copy of relevant portions of the contract as requested; and (c) inquire of the FBI Compact Officer whether a prospective Contractor has any security violations (See Section 8.04). The FBI Compact Officer will report those findings to the Authorized Recipient and, when applicable, to the State Compact Officer/Chief Administrator.
- 2.02 The Authorized Recipient shall execute a contract or agreement prior to providing a Contractor access to CHRI. The contract shall, at a minimum, incorporate by reference and have appended thereto this Outsourcing Standard.
- 2.03 The Authorized Recipient shall, in those instances when the Contractor is to perform duties requiring access to CHRI, specify the terms and conditions of such access; limit the use of such information to the purposes for which it is provided; limit retention of the information to a period of time not to exceed that period of time the Authorized Recipient is permitted to retain such information; prohibit dissemination of the information except as specifically authorized by federal and state laws, regulations, and standards as well as with rules, procedures, and standards established by the Compact Council and the United States Attorney General; ensure the security and confidentiality of the information to include confirmation that the intended recipient is authorized to receive CHRI; provide for audits and sanctions; provide conditions for termination of the contract; and ensure that Contractor personnel comply with this Outsourcing Standard. **The FBI shall, and the Authorized Recipient may, conduct 90-day, one year, and triennial audits of Channelers.**

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<sup>2</sup>The Compact Officer/Chief Administrator may not grant such permission unless he/she has implemented a combined state/federal audit program to, at a minimum, triennially audit a representative sample of the Contractors and Authorized Recipients engaging in outsourcing with the first of such audits to be conducted within one year of the date the Contractor first receives CHRI under the terms of the contract. A representative sample will be based on generally accepted statistical sampling methods.

<sup>3</sup>State or local Authorized Recipients based on State or Federal Statutes shall contact the State Compact Officer/Chief Administrator. Federal or Regulatory Agency Authorized Recipients shall contact the FBI Compact Officer.



- a. The Authorized Recipient shall conduct criminal history record checks of Contractor personnel having access to CHRI if such checks are required or authorized of the Authorized Recipient's personnel having similar access.<sup>4</sup> The Authorized Recipient shall maintain updated records of Contractor personnel who have access to CHRI and update those records within 24 hours when changes to that access occur and, if a criminal history record check is required, the Authorized Recipient shall maintain a list of Contractor personnel who successfully completed the criminal history record check. **The FBI shall conduct criminal history record checks of Channeler personnel having access to CHRI. The FBI shall maintain updated records of Channeler personnel who have access to CHRI, update those records within 24 hours when changes to that access occur, and maintain a list of Channeler personnel who have successfully completed criminal history record checks.**
- b. The Authorized Recipient shall ensure that the Contractor maintains site security. **The FBI shall, and the Authorized Recipient may, ensure that a Channeler maintains site security.**
- c. The Authorized Recipient shall ensure that the most current version of both the Outsourcing Standard and the CJIS Security Policy are incorporated by reference at the time of contract, contract renewal, or within 30 calendar days (unless otherwise directed) of notification of successor versions of the Outsourcing Standard and/or CJIS Security Policy, whichever is sooner. The Authorized Recipient shall notify the Contractor within 30 calendar days (unless otherwise directed) of FBI notification regarding changes or updates to the Outsourcing Standard and/or CJIS Security Policy. **The FBI, rather than the Authorized Recipient, shall notify Channelers of changes or updates to the Outsourcing Standard and/or CJIS Security Policy.**
- d. **The FBI, rather than the Authorized Recipient, shall ensure that a Channeler establishes and administers an IT Security**

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<sup>4</sup>If a national criminal history record check of government personnel having access to CHRI is mandated or authorized by a state statute approved by the Attorney General under Public Law 92-544, the State Compact Officer/Chief Administrator must ensure Contractor personnel having similar access are either covered by the existing law or that the existing law is amended to include such Contractor personnel prior to authorizing outsourcing initiatives. The national criminal history record checks of Contractor personnel with access to CHRI cannot be outsourced and must be performed by the Authorized Recipient.



**Program. The FBI, rather than the Authorized Recipient, shall provide the written approval of a Channeler's IT Security Program.**

- e. **The Authorized Recipient shall allow the FBI to periodically test the ability to penetrate the FBI's network through the external network connection or system.**
- 2.04 **The Authorized Recipient shall understand the communications and record capabilities of the Contractor which has access to federal or state records through, or because of, its outsourcing relationship with the Authorized Recipient. The Authorized Recipient shall maintain an updated topological drawing which depicts the interconnectivity of the Contractor's network configuration. The FBI shall, and the Authorized Recipient may, maintain an updated topological drawing which depicts the interconnectivity of a Channeler's network configuration.**
- 2.05 **The Authorized Recipient is responsible for the actions of the Contractor and shall monitor the Contractor's compliance to the terms and conditions of the Outsourcing Standard. The Authorized Recipient shall certify to the Compact Officer/Chief Administrator that an audit was conducted with the Contractor within 90 days of the date the Contractor first receives CHRI under the terms of the contract. Such 90-day audit and certification are not applicable to an Authorized Recipient contracting with a Channeler solely for the purpose of electronically transmitting noncriminal justice fingerprints to the FBI and receiving the results of the fingerprint checks for prompt transmittal to the Authorized Recipient. Instead, the 90-day audits of Channelers shall be performed by the FBI.**
- 2.06 **The Authorized Recipient shall provide written notice of any early voluntary termination of the contract to the Compact Officer/Chief Administrator or the FBI Compact Officer.**
- 2.07 **The Authorized Recipient shall appoint an Information Security Officer. The Authorized Recipient's Information Security Officer shall:**
- a. **Serve as the security POC for the FBI CJIS Division Information Security Officer;**
  - b. **Document technical compliance with this Outsourcing Standard; and**
  - c. **Establish a security incident response and reporting procedure to discover, investigate, document, and report on major incidents that significantly endanger the security or integrity of the noncriminal justice agency systems to the CJIS Systems**



## Officer and the FBI CJIS Division Information Security Officer.

### 3.0 *Responsibilities of the Contractor*

- 3.01 The Contractor and its employees shall comply with all federal and state laws, regulations, and standards (including the CJIS Security Policy) as well as with rules, procedures, and standards established by the Compact Council and the United States Attorney General.
- 3.02 **The Contractor shall develop, administer, and maintain an IT Security Program. The Contractor is therefore responsible to set, maintain, and enforce the following:**
- a. **Standards for the selection, supervision, and separation of personnel who have access to CHRI.**
  - b. **Policy governing the operation of computers, access devices, circuits, hubs, routers, firewalls, and other components that comprise and support a telecommunications network and related CJIS systems used to process, store, or transmit CHRI.**
- 3.03 The Contractor shall develop and document a Security Program to comply with the current Outsourcing Standard and any revised or successor Outsourcing Standard. The Security Program shall describe the implementation of the security requirements described in this Outsourcing Standard, the associated Security Training Program, and the reporting guidelines for documenting and communicating security violations and corrective actions to the Authorized Recipient. The Security Program shall be subject to the written approval of the Authorized Recipient. **The FBI, rather than the Authorized Recipient, shall provide the written approval of a Channeler's Security Program.**
- 3.04 The Contractor shall be accountable for the management of the Security Program. The Contractor shall be responsible for reporting all security violations of this Outsourcing Standard to the Authorized Recipient.
- 3.05 Except when the training requirement is retained by the Authorized Recipient, the Contractor shall develop a Security Training Program for all Contractor personnel with access to CHRI prior to their appointment/assignment. The Authorized Recipient shall review and provide to the Contractor written approval of the Security Training Program. **The FBI, rather than the Authorized Recipient, shall review and provide to a Channeler written approval of the Channeler's Security Training Program.** Training shall be provided upon receipt of notice from the Compact Officer/Chief Administrator on any changes to federal and state laws, regulations, and standards as well as with rules, procedures, and standards established by the Compact Council and the



United States Attorney General. Annual refresher training shall also be provided. The Contractor shall annually, not later than the anniversary date of the contract, certify in writing to the Authorized Recipient that annual refresher training was completed for those Contractor personnel with access to CHRI. **A Channeler shall annually, not later than the anniversary date of the contract, certify in writing to the FBI, rather than the Authorized Recipient, that annual refresher training was completed for those Channeler personnel with access to CHRI.**

- 3.06 The Contractor shall make its facilities available for announced and unannounced audits performed by the Authorized Recipient, the state, or the FBI on behalf of the Compact Council.
- 3.07 The Contractor's Security Program is subject to review by the Authorized Recipient, the Compact Officer/Chief Administrator, and the FBI CJIS Division. During this review, provision will be made to update the Security Program to address security violations and to ensure changes in policies and standards as well as changes in federal and state law are incorporated.
- 3.08 The Contractor shall maintain CHRI only for the period of time necessary to fulfill its contractual obligations but not to exceed the period of time that the Authorized Recipient is authorized to maintain and does maintain the CHRI. **CHRI disseminated by a Channeler to an Authorized Recipient via an authorized Web site shall remain on such Web site only for the time necessary to meet the Authorized Recipient's requirements but in no event shall that time exceed 30 calendar days. CHRI successfully received by the Authorized Recipient, regardless of mode of transmission, shall be destroyed by the Channeler immediately after confirmation of successful receipt by the Authorized Recipient. The manner of, and time frame for, CHRI dissemination by a Channeler to an Authorized Recipient shall be specified in the contract or agreement.**
- 3.09 The Contractor shall maintain a log of any dissemination of CHRI.

#### 4.0 *Site Security*

- 4.01 The Authorized Recipient shall ensure that the Contractor site(s) is a physically secure location to protect against any unauthorized access to CHRI. **The FBI, rather than the Authorized Recipient, shall ensure that a Channeler's site is a physically secure location to protect against any unauthorized access to CHRI.**
- 4.02 **All visitors to computer centers and/or terminal areas shall be escorted by authorized personnel at all times.**



5.0 *Dissemination*

- 5.01 **Only employees of the Contractor, employees of the Authorized Recipient, and such other persons as may be granted authorization by the Authorized Recipient shall be permitted access to the system.**
- 5.02 **The Contractor shall maintain appropriate and reasonable quality assurance procedures. The FBI shall review and provide to a Channeler written approval of the Channeler's quality assurance procedures.**
- 5.03 **Access to the system shall be available only for official purposes consistent with the appended contract. Any dissemination of CHRI data to authorized employees of the Contractor is to be for official purposes only.**
- 5.04 **Information contained in or about the system will not be provided to agencies other than the Authorized Recipient or another entity which is specifically designated in the contract.**
- 5.05 **The Contractor shall not disseminate CHRI without the consent of the Authorized Recipient, and as specifically authorized by federal and state laws, regulations, and standards as well as with rules, procedures, and standards established by the Compact Council and the United States Attorney General.**
- 5.06 **An up-to-date log concerning dissemination of CHRI shall be maintained by the Contractor for a minimum one year retention period. This log must clearly identify: (A) The Authorized Recipient and the secondary recipient with unique identifiers, (B) the record disseminated, (C) the date of dissemination, (D) the statutory authority for dissemination, and (E) the means of dissemination.**
- 5.07 **The Contractor shall protect against any unauthorized persons gaining access to the equipment, any of the data, or the operational documentation for the system. In no event shall copies of messages or CHRI be disseminated other than as contracted and governed by this Outsourcing Standard.**
- 5.08 **All access attempts are subject to recording and routine review for detection of inappropriate or illegal activity.**
- 5.09 **The Contractor's system shall be supported by a documented contingency plan as defined in the CJIS Security Policy and approved by the FBI.**

6.0 *Personnel Security*

- 6.01 **If a local, state, or federal written standard requires or authorizes a criminal history record check of the Authorized Recipient's personnel with access to**



CHRI, then a criminal history record check shall be required of the Contractor's employees having access to CHRI. The criminal history record check of Contractor employees at a minimum will be no less stringent than the criminal history record check that is performed on the Authorized Recipient's personnel performing similar functions. **The FBI shall conduct criminal history record checks of Channeler personnel having access to CHRI.** Criminal history record checks must be completed prior to performing work under the contract.

- 6.02 If a local, state, or federal written standard requires a criminal history record check for non-Contractor personnel who work in a physically secure location, then a criminal history record check shall be required for these individuals, unless these individuals are escorted by authorized personnel at all times. The criminal history record check for these individuals at a minimum will be no less stringent than the criminal history record check that is performed on the Authorized Recipient's non-Contractor personnel performing similar functions. **The FBI shall conduct criminal history record checks of a Channeler's non-Contractor personnel who work in a physically secure location, unless these individuals are escorted by authorized personnel at all times.** Criminal history record checks must be completed prior to performing work under the contract.
- 6.03 The Contractor shall ensure that each employee performing work under the contract is aware of the requirements of the Outsourcing Standard and the state and federal laws governing the security and integrity of CHRI. The Contractor shall confirm in writing that each employee has certified in writing that he/she understands the Outsourcing Standard requirements and laws that apply to his/her responsibilities. The Contractor shall maintain the employee certifications in a file that is subject to review during audits. Employees shall make such certification prior to performing work under the contract.
- 6.04 The Contractor shall maintain updated records of personnel who have access to CHRI, update those records within 24 hours when changes to that access occur, and if a criminal history record check is required, maintain a list of personnel who have successfully completed criminal history record checks. The Contractor shall notify Authorized Recipients within 24 hours when additions or deletions occur. **Channelers shall notify the FBI, rather than the Authorized Recipient, within 24 hours when additions or deletions occur.**

## 7.0 *System Security*

- 7.01 The Contractor's security system shall comply with the CJIS Security



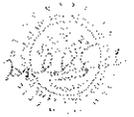
Policy in effect at the time the Outsourcing Standard is incorporated into the contract and with successor versions of the CJIS Security Policy.

- a. If CHRI can be accessed by unauthorized personnel via Wide Area Network/Local Area Network or the Internet, then the Contractor shall protect the CHRI with firewall-type devices to prevent such unauthorized access. These devices shall implement a minimum firewall profile as specified by the CJIS Security Policy in order to provide a point of defense and a controlled and audited access to CHRI, both from inside and outside the networks.
  - b. Data encryption shall be required throughout the network passing CHRI through a shared public carrier network.
- 7.02 The Contractor shall provide for the secure storage and disposal of all hard copy and media associated with the system to prevent access by unauthorized personnel.
- a. CHRI shall be stored in a physically secure location.
  - b. The Authorized Recipient shall ensure that a procedure is in place for sanitizing all fixed storage media (e.g., disks, drives, backup storage) at the completion of the contract and/or before it is returned for maintenance, disposal, or reuse. Sanitization procedures include overwriting the media and/or degaussing the media.
  - c. The Authorized Recipient shall ensure that a procedure is in place for the disposal or return of all non-fixed storage media (e.g., hard copies, print-outs).
- 7.03 To prevent and/or detect unauthorized access to CHRI in transmission or storage, each Authorized Recipient, Contractor, or sub-Contractor must be assigned a unique identifying number.

## 8.0 *Security Violations*

### 8.01 Duties of the Authorized Recipient and Contractor

- a. The Contractor shall develop and maintain a written policy for discipline of Contractor employees who violate the security provisions of the contract, which includes this Outsourcing Standard that is incorporated by reference.
- b. Pending investigation, the Contractor shall, upon detection or awareness, suspend any employee who commits a security violation from assignments in which he/she has access to CHRI under the contract.
- c. The Contractor shall immediately (within four hours) notify the Authorized Recipient of any security violation or termination of the contract, to include unauthorized access to CHRI made available



- pursuant to the contract. Within five calendar days of such notification, the Contractor shall provide the Authorized Recipient a written report documenting such security violation, any corrective actions taken by the Contractor to resolve such violation, and the date, time, and summary of the prior notification.
- d. The Authorized Recipient shall immediately (within four hours) notify the State Compact Officer/Chief Administrator and the FBI Compact Officer of any security violation or termination of the contract, to include unauthorized access to CHRI made available pursuant to the contract. The Authorized Recipient shall provide a written report of any security violation (to include unauthorized access to CHRI by the Contractor) to the State Compact Officer/Chief Administrator, if applicable, and the FBI Compact Officer, within five calendar days of receipt of the written report from the Contractor. The written report must include any corrective actions taken by the Contractor and the Authorized Recipient to resolve such security violation.
- 8.02 Termination of the contract by the Authorized Recipient for security violations
- a. The contract is subject to termination by the Authorized Recipient for security violations involving CHRI obtained pursuant to the contract.
- b. The contract is subject to termination by the Authorized Recipient for the Contractor's failure to notify the Authorized Recipient of any security violation or to provide a written report concerning such violation.
- c. If the Contractor refuses to or is incapable of taking corrective actions to successfully resolve a security violation, the Authorized Recipient shall terminate the contract.
- 8.03 Suspension or termination of the exchange of CHRI for security violations
- a. Notwithstanding the actions taken by the State Compact Officer, if the Authorized Recipient fails to provide a written report notifying the State Compact Officer/Chief Administrator or the FBI Compact Officer of a security violation, or refuses to or is incapable of taking corrective action to successfully resolve a security violation, the Compact Council or the United States Attorney General may suspend or terminate the exchange of CHRI with the Authorized Recipient pursuant to 28 C.F.R. §906.2(d).
- b. If the exchange of CHRI is suspended, it may be reinstated after satisfactory written assurances have been provided to the Compact



Council Chairman or the United States Attorney General by the Compact Officer/Chief Administrator, the Authorized Recipient and the Contractor that the security violation has been resolved. If the exchange of CHRI is terminated, the Contractor's records (including media) containing CHRI shall be deleted or returned in accordance with the provisions and time frame as specified by the Authorized Recipient.

- 8.04 The Authorized Recipient shall provide written notice (through the State Compact Officer/Chief Administrator if applicable) to the FBI Compact Officer of the following:
- a. The termination of a contract for security violations.
  - b. Security violations involving the unauthorized access to CHRI.
  - c. The Contractor's name and unique identification number, the nature of the security violation, whether the violation was intentional, and the number of times the violation occurred.
- 8.05 The Compact Officer/Chief Administrator, Compact Council and the United States Attorney General reserve the right to investigate or decline to investigate any report of unauthorized access to CHRI.
- 8.06 The Compact Officer/Chief Administrator, Compact Council, and the United States Attorney General reserve the right to audit the Authorized Recipient and the Contractor's operations and procedures at scheduled or unscheduled times. The Compact Council, the United States Attorney General, and the state are authorized to perform a final audit of the Contractor's systems after termination of the contract.

9.0 *Miscellaneous Provisions*

- 9.01 This Outsourcing Standard does not confer, grant, or authorize any rights, privileges, or obligations to any persons other than the Contractor, the Authorized Recipient, Compact Officer/Chief Administrator (where applicable), **CJIS Systems Agency**, and the FBI.
- 9.02 The following document is incorporated by reference and made part of this Outsourcing Standard: (1) The CJIS Security Policy.
- 9.03 The terms set forth in this document do not constitute the sole understanding by and between the parties hereto; rather they provide a minimum basis for the security of the system and the CHRI accessed therefrom and it is understood that there may be terms and conditions of the appended contract which impose more stringent requirements upon the



Contractor.<sup>5</sup>

- 9.04 The minimum security measures as outlined in this Outsourcing Standard may only be modified by the Compact Council. Conformance to such security measures may not be less stringent than stated in this Outsourcing Standard without the consent of the Compact Council in consultation with the United States Attorney General.
- 9.05 This Outsourcing Standard may only be modified by the Compact Council and may not be modified by the parties to the appended contract without the consent of the Compact Council.
- 9.06 Appropriate notices, assurances, and correspondence to the FBI Compact Officer, Compact Council, and the United States Attorney General required by Section 8.0 of this Outsourcing Standard shall be forwarded by First Class Mail to:
- FBI Compact Officer
  - 1000 Custer Hollow Road
  - Module D-3
  - Clarksburg, WV 26306

#### 10.0 *Exemption from Above Provisions*

- 10.01 a. An Authorized Recipient that contracts with an Information Technology (IT) contractor is exempt from Sections 1.0 through 9.0 of this Outsourcing Standard when:
1. Access to CHRI by the IT contractor's personnel is limited solely for the development and/or maintenance of the Authorized Recipient's computer system;
  2. Access to CHRI is incidental, but necessary, to the duties being performed by the IT contractor;
  3. The computer system resides within the Authorized Recipient's facility;
  4. The Authorized Recipient's personnel supervise or work directly with the IT contractor personnel;
  5. The Authorized Recipient maintains complete, positive control of the IT contractor's access to the computer system and CHRI contained therein; and
  6. The Authorized Recipient retains all of the duties and responsibilities for the performance of its authorized

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<sup>5</sup>Such conditions could include additional audits, fees, or security requirements. The Compact Council, Authorized Recipients, and the Compact Officer/Chief Administrator have the explicit authority to require more stringent standards than those contained in the Outsourcing Standard.



noncriminal justice administrative functions, unless it executes a separate contract to perform such noncriminal justice administrative functions, subject to all applicable requirements, including the Outsourcing Standard.

- b. To utilize this exemption, the Authorized Recipient shall, at a minimum and prior to engaging in work under the contract that will allow IT contractor personnel limited access to CHRI, comply with the following requirements as an alternate method of providing adequate security, integrity, and confidentiality of CHRI:
1. Obtain written permission from the appropriate Compact Officer/Chief Administrator;
  2. Take positive actions to ensure that the IT contractor cannot access any CHRI other than that necessary to accomplish the contracted work;
  3. Execute a contract with the IT contractor which specifies the computer development and/or computer maintenance work to be performed that will result in the IT contractor's personnel having limited access to CHRI. If the IT contractor is a government agency, a Management Control Agreement is acceptable;
  4. Incorporate the CJIS Security Policy, by reference, in the contract;
  5. Maintain updated records of IT contractor personnel who have limited access to CHRI and update those records within 24 hours when changes to that access occur;
  6. Perform an appropriate background investigation of each of the IT contractor's personnel with limited access to CHRI; and
  7. Require each of the IT contractor's personnel with limited access to CHRI to sign a Nondisclosure Statement providing that CHRI may be disclosed only to the Authorized Recipient's personnel or other IT contractor personnel who need such information to develop or maintain the computer system, and that the CHRI shall not be further disclosed.

10.02 a. An Authorized Recipient that contracts with a governmental archives facility (Government Contractor) is exempt from Sections 1.0 through 9.0 of this Outsourcing Standard when:

1. Access to CHRI by the Government Contractor is limited solely for the purposes of: (A) storage (referred to as archiving in some states) of the CHRI at the Government



- Contractor's facility; (B) retrieval of the CHRI by Government Contractor personnel on behalf of the Authorized Recipient with appropriate security measures in place to protect the CHRI; and/or (C) destruction of the CHRI by Government Contractor personnel when not observed by the Authorized Recipient;
2. Access to CHRI is incidental, but necessary, to the duties being performed by the Government Contractor;
  3. The Government Contractor is not authorized to disseminate CHRI to any other agency or contractor on behalf of the Authorized Recipient;
  4. The Government Contractor's personnel are subject to the same criminal history record checks as the Authorized Recipient's personnel;
  5. The criminal history record checks of the Government Contractor personnel are completed prior to work on the contract or agreement;
  6. The Authorized Recipient retains all other duties and responsibilities for the performance of its authorized noncriminal justice administrative functions, unless it executes a separate contract to perform such noncriminal justice administrative functions, subject to all applicable requirements, including the Outsourcing Standard; and
  7. The Government Contractor stores the CHRI in a physically secure location.
- b. To utilize this exemption, the Authorized Recipient shall, at a minimum and prior to providing CHRI to the Government Contractor, comply with the following requirements as an alternate method of providing adequate security, integrity, and confidentiality of CHRI:
1. Obtain written permission from the appropriate Compact Officer/Chief Administrator;
  2. Take positive actions to ensure that the Government Contractor cannot access any CHRI other than that necessary to accomplish the contracted work;
  3. Execute a contract with the Government Contractor which specifies the work to be performed to include any storage (archiving), method of retrieval, and/or method of destruction which results in the Government Contractor's personnel having limited access to CHRI. A Management Control



- Agreement is also acceptable;
4. Incorporate the CJIS Security Policy, by reference, in the contract;
  5. Ensure the Government Contractor's facility where the CHRI is stored is a "physically secure" location;
  6. Maintain updated records of Government Contractor's personnel who have limited access to CHRI or access to the physically secure location where the CHRI is being stored and update those records within 24 hours when changes to that access occur;
  7. Perform an appropriate criminal history record check of each of the Government Contractor's personnel, prior to their work on the contract, with limited access to CHRI or access to the physically secure location where CHRI is stored; and
  8. Require each of the Government contractor's personnel with limited access to CHRI or access to the physically secure location where the CHRI is stored to sign a Nondisclosure Statement providing that CHRI may be disclosed only to the Authorized Recipient's personnel and that the CHRI shall not be further disclosed.



# **ATTACHMENT FOUR**



ATTACHMENT FOUR

ATTESTATION RE PERSONNEL USED IN CONTRACT PERFORMANCE

SUBJECT CONTRACT NUMBER:	34800-00202
CONTRACTOR LEGAL ENTITY NAME:	INTEGRATED BIOMETRIC TECHNOLOGY, LLC, d/b/a L-1 ENROLLMENT SERVICES
FEDERAL EMPLOYER IDENTIFICATION NUMBER: (or Social Security Number)	31-1633561

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

CONTRACTOR SIGNATURE

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

6-9-11

CHARLES CARROLL, PRESIDENT

DATE OF ATTESTATION



# **ATTACHMENT FIVE**



International Fidelity Insurance Company

Renewable Performance Bond

Bond No. 0543262

KNOW ALL MEN BY THESE PRESENTS: That Integrated Biometric Technology, LLC dba L-1

Enrollment Services Division Nashville, TN 37214
(hereinafter called Principal) and International Fidelity Insurance Company
One Newark Center, 20th Floor Newark, NJ 07102-5207
(hereinafter called the Surety), are held and firmly bound unto State of Tennessee, Tennessee Bureau of Investigation
901 R. S. Gass Boulevard Nashville, TN 37216

(hereinafter called the Obligee), in the full and just penal sum of
Two Hundred Fifty Thousand and 00/100
(\$250,000.00 ) dollars to the payment of which sum, well and truly to be made, the said Principal and Surety bind
themselves, and each of their heirs, administrators, executors, and assigns, jointly and severally, firmly by these
presents.

WHEREAS, the above bounden Principal has entered into a certain written contract with the above mentioned Obligee
for Electronic Fingerprinting Services, RFP#34800-00202

which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein
with annual renewal at Surety's discretion: and

NOW, THEREFORE, THE CONDITIONS OF THE ABOVE OBLIGATION IS SUCH, that if the above bounden
Principal shall well and truly keep, do and perform, each and every, all and singular, the matters and things in said
contract set forth and specified to be by the said Principal kept, done and performed, at the time and in the manner in
said contract specified to be by the said Principal kept, done and performed, at the time and in the manner in said
contract specified during the term of this bond, and shall pay over, and make good and reimburse to the above named
Obligee, all loss and damage which said Obligee may sustain by reason of failure or default on the part of Principal,
then this obligation shall be void otherwise to be and remain in full force and effect.

PROVIDED, however, that this bond is subject to the following conditions and provisions:

- 1. This bond is for the term beginning June 15, 2011 and ending December 31st 2011
2. In the event of a default by the Principal in the performance of the contract during the term of this bond, the Surety
shall be liable only for the loss to the Obligee due to actual excess costs of the contract up to the termination of
this bond. The Surety, after investigation, shall with reasonable promptness determine the amount for which it
may be liable to the Owner as soon as practicable after the amount is determined, tender payment therefore to the
Owner, or find an acceptable principal to complete the contract. This bond does not provide coverage to any
indirect loss or costs incurred by the Obligee including, but not limited to legal fees, court costs, expert fees or
interest.
3. No claim, action, suit or proceeding, except as hereinafter set forth, shall be had or maintained against the Surety
on this instrument unless same be brought or instituted and process served upon the Surety within six months after
the expiration of the stated term of this bond.
4. Neither non-renewal by the Surety, nor failure, nor inability of the Principal to file a replacement bond shall
constitute loss to the Obligee recoverable under this bond, notwithstanding any language in the contract to the
contrary.
5. The bond may be extended for an additional year at the option of the Surety, by Continuation Certificate executed
by the Surety.
6. This bond shall not be cumulative. Under no circumstances shall the Surety's liability exceed the penal sum stated
herein.
7. No right of action shall accrue on this bond to or for the use of any person, entity or corporation other than the
Obligee named herein and this bond cannot be assigned to any other party without the written consent of the
Surety.

Signed and sealed this 10th day of June 2011 .

Integrated Biometric Technology, LLC dba L-1

By: [Signature]
Name and Title

International Fidelity Insurance Company

BY: [Signature]
Joseph F. McDonald, Attorney-in-Fact

# POWER OF ATTORNEY INTERNATIONAL FIDELITY INSURANCE COMPANY

HOME OFFICE: ONE NEWARK CENTER, 20TH FLOOR  
NEWARK, NEW JERSEY 07102-5207

**KNOW ALL MEN BY THESE PRESENTS:** That **INTERNATIONAL FIDELITY INSURANCE COMPANY**, a corporation organized and existing laws of the State of New Jersey, and having its principal office in the City of Newark, New Jersey, does hereby constitute and appoint

**JOSEPH F. MCDONALD**

E. Weymouth, MA.

its true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said **INTERNATIONAL FIDELITY INSURANCE COMPANY**, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal office.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of Article 3-Section 3, of the By-Laws adopted by the Board of Directors of **INTERNATIONAL FIDELITY INSURANCE COMPANY** at a meeting called and held on the 7th day of February, 1974.

The President or any Vice President, Executive Vice President, Secretary or Assistant Secretary, shall have power and authority

- (1) To appoint Attorneys-in-fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and,
- (2) To remove, at any time, any such attorney-in-fact and revoke the authority given.

Further, this Power of Attorney is signed and sealed by facsimile pursuant to resolution of the Board of Directors of said Company adopted at a meeting duly called and held on the 29th day of April, 1982 of which the following is a true excerpt:

Now therefore the signatures of such officers and the seal of the Company may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.



IN TESTIMONY WHEREOF, **INTERNATIONAL FIDELITY INSURANCE COMPANY** has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 16th day of October, A.D. 2007.

**INTERNATIONAL FIDELITY INSURANCE COMPANY**

STATE OF NEW JERSEY  
County of Essex

Secretary

On this 16th day of October 2007, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of the **INTERNATIONAL FIDELITY INSURANCE COMPANY**; that the seal affixed to said instrument is the Corporate Seal of said Company; that the said Corporate Seal and his signature were duly affixed by order of the Board of Directors of said Company.



IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.

A NOTARY PUBLIC OF NEW JERSEY  
My Commission Expires Nov. 21, 2010

### CERTIFICATION

I, the undersigned officer of **INTERNATIONAL FIDELITY INSURANCE COMPANY** do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the By-Laws of said Company as set forth in said Power of Attorney, with the ORIGINALS ON IN THE HOME OFFICE OF SAID COMPANY, and that the same are correct transcripts thereof; and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand this \_\_\_\_\_ day of  
June 2011

10<sup>th</sup>

Assistant Secretary