



July 30, 2020

Krista Lee Carsner, Director
Fiscal Review Committee
Cordell Hull Building
425 5th Avenue North, G-102
Nashville, TN 37243-0057

Mike Perry, Chief Procurement Officer
Central Procurement Office
Department of General Services
Tennessee Tower, 3rd Floor
Nashville, TN 37243

Justin P. Wilson, Comptroller of Treasury
Comptroller Procurement Compliance
Suite 1400, James K. Polk Building
505 Deaderick Street
Nashville, TN 37243-1402

RE: Proposed Amendment 7 to Edison Contract ID NV2 24760

Dear Director Carsner, Chief Perry, and Comptroller Wilson:

The Department of Safety and Homeland Security (TDOSHS) is requesting the approval to amend the current one hundred twenty-two (122) month contract with Idemia Identity & Security USA, LLC for the continued production of driver licenses, photo identification licenses, and handgun carry permits.

The Contractor will continue to provide services to enable the State to continue to issue driver licenses, identification licenses, and handgun carry permits throughout the extended term of the contract, including during an implementation and transition period to a potential new solution as a result of a Request for Proposals (RFP) competitive solicitation event.

The Contractor currently offers a core license system, which includes an image collection system, card production system, and document imaging, or scanning system utilized in the production of credentials. The requested amendment is needed to add appropriate funding and extend the term so there is no disruption in these services utilized for the production of driver licenses, identification licenses, and handgun carry permits. The requested amendment will also re-instate a system and equipment refresh plan that will ensure that the

solution functions in the [REDACTED] operating system and on updated equipment, and will provide an at-home knowledge testing system that will enable the State to continue to provide this service while complying with the precautions and restrictions placed on in-person services due to the COVID-19 pandemic.

These services will be included in the new credential production and issuance solution being sought through Request for Proposals (RFP) 34901-01225, which is currently being drafted with an expected release date of late August 2020. Amending the current Contract for an additional twenty-four (24) months will ensure that there is no disruption in services during the time it takes for the RFP competitive solicitation event to be completed and the time needed for implementation and transition to a potential new solution.

Through the amendment, we seek to extend the contract for an additional twenty-four (24) months for a total of one hundred forty-six (146) months. The current maximum liability of \$47,028,598.00 will be increased by an additional \$8,587,652.00 for a total of \$55,616,250.00.

The Department of Safety and Homeland Security respectfully submits the above referenced request for consideration and approval.

Sincerely,



Sonya Hadley, Budget Director

Cc: Sandra Braber-Grove, Associate Counsel

Supplemental Documentation Required for Fiscal Review Committee

Instructions:

1. No contract or contract amendment will be placed on the Committee's agenda for consideration until this form has been fully completed and all back-up documentation has been submitted.
2. Please complete each section as it applies to contracts or amendments that are being submitted. Sections denoted with an asterisk (*) are considered mandatory. This information should provide for background information on previous actions, if applicable, that have taken place on the contract document and associated amendments.
3. Add rows as necessary.
4. Submit this document, any attachments, your summary letter, and contract documentation for review by the Fiscal Review Committee.
5. **Contact Name:** Enter first and last name of person to contact with questions about this document or any of the submitted information.
6. **Contact Number:** Enter the telephone number (including extension) of the contact person listed.
7. **Presenter's Name(s):** Enter the name of each person who will be presenting this request to the Committee.
8. **Edison Contract Number:** Enter the contract number issued by the Edison system for this document.
9. **RFS Number:** Enter the Edison system issued RFS number for this document.
10. **Original Contract Begin Date:** Enter the beginning date of the original contract or the proposed effective date for new contracts.
11. **Current End Date:** Enter the end date that is currently reflected in Section B.1. of this contract (prior to amendment request if applicable) or the proposed end date for new contracts.
12. **Current Requested Amendment Number:** Enter the amendment number (*if applicable*) that is currently being requested.
13. **Proposed Amendment Effective Date:** Enter the proposed effective date for the requested amendment (*if applicable*).
14. **Department Submitting:** Enter the title of the agency/department submitting this request.
15. **Division:** Enter the title of the division within the agency/department submitting this request.
16. **Date Submitted:** Enter the date the request was sent to Fiscal Review Committee staff.

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17. **Submitted Within Sixty (60) days:** Enter yes or no in this blank if request was submitted within 60 days of the proposed effective date.
18. ***If not, explain:*** Provide detailed rationale as to why the deadline for submission was not met. ***Please Note:*** Late submissions will be rolled for one meeting and placed at the end of the agenda.
19. **Contract Vendor Name:** Enter the officially registered vendor name.
20. **Current or Proposed Maximum Liability:** Enter the dollar amount that is reflected on the most current fully executed contract summary sheet and in Section C. 1 or the proposed maximum liability for new contracts.
21. ***For commodities contracts, Estimated Total Spend:*** Enter the estimated total expenditures for the contract if the contract does not have a “maximum liability.”
22. **Current Contract Allocation by Fiscal Year:** Enter the amounts reflected on the contract summary sheet and the corresponding FY. If no contract summary sheet, enter the estimated spend per fiscal year. ****NOTE:** Total of all these columns must add up to maximum liability or estimated total spend as reported in Section 20 or 21 of this document.
23. **Current Total Expenditures by Fiscal Year:** By using Edison enter the amounts that have been expended from this contract by fiscal year breakdown. Not applicable (NA) for new contracts.
24. **Explanation of surplus funds:** If the allocation exceeded the expenditure in any fiscal year, enter the explanation of each surplus funding year.
25. **Explanation of carry forward:** If agency/department has carried forward the surplus funds, enter the authority (and provide copy with this document) of the carry forward provision.
26. **Explanation of overspending contract allocation:** If agency/department has overspent the contract allocation, enter the reasons for excess expenditures and how the funding was attained.
27. **Contract Funding Source/Amount:** Enter the dollar figure in the appropriate category to reflect the source of contract funding.
28. ***If Other, please define:*** If a dollar amount is placed in the “other” category, please define the source represented.
29. ***If Interdepartmental, please define:*** If a dollar amount is placed in the “interdepartmental” category, please define all sources represented.

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Fiscal Review Committee

30. **Dates of All Previous Amendments or Revisions:** Enter all dates of prior amendment and revision (*including Contract Summary Sheet revisions*) in this section.
31. **Brief Description of Actions in Previous Amendment or Revision:** Enter a brief summary of prior amendments or revisions next to the appropriate effective date of the amendment (e.g. increased maximum liability, added scope items, revised contract summary sheet to reflect funding change, etc.).
32. **Method of Original Award:** Enter the procurement method of original award if requesting amendment (e.g. RFP, Special Request).
33. **Projected Cost Prior to Award and Cost Determination Used:** Enter the total cost projected by the department prior to award and explain how the agency arrived at the estimate of expected costs.
34. **For ALL new sole-source contracts, list the number of potential vendors that could provide the service or goods being procured and why those other options were not considered:** List the number of potential vendors that could provide this good or service; efforts to identify reasonable, competitive procurement alternatives; and how the Department determined a sole-source contract was in the best interest of the State.

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*Contact Name:	Sonya Hadley	*Contact Phone:	(615) 251-5292
*Presenter's name(s):	Sonya Hadley, Sandra Braber-Grove, Assistant Commissioner Paula Shaw, Michael Hogan		
Edison Contract Number: <i>(if applicable)</i>	NV2 24760	RFS Number: <i>(if applicable)</i>	34901-00031
*Original or Proposed Contract Begin Date:	March 1, 2011	*Current or Proposed End Date:	April 30, 2023
Current Request Amendment Number: <i>(if applicable)</i>	Seven (07)		
Proposed Amendment Effective Date: <i>(if applicable)</i>	October 1, 2020		
*Department Submitting:	Safety and Homeland Security		
*Division:	Fiscal Services		
*Date Submitted:	July 30, 2020		
*Submitted Within Sixty (60) days:	Yes		
<i>If not, explain:</i>			
*Contract Vendor Name:	Idemia Identity & Security, LLC		
*Current or Proposed Maximum Liability:	\$ 55,616,250.00		
*Estimated Total Spend for Commodities:	None		
*Current or Proposed Contract Allocation by Fiscal Year: (as Shown on Most Current Fully Executed Contract Summary Sheet)			
See Page 6 for breakdown			
*Current Total Expenditures by Fiscal Year of Contract: (attach backup documentation from Edison)			
See Page 6 for breakdown			
IF Contract Allocation has been greater than Contract Expenditures, please give the reasons and explain where surplus funds were spent:	The contract allocation has not been greater than the contract expenditures.		
IF surplus funds have been carried forward, please give the reasons and provide the authority for the carry forward provision:	N/A		
IF Contract Expenditures exceeded Contract Allocation, please give the reasons and explain how funding was acquired to pay the overage:	N/A		

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Fiscal Review Committee

*Contract Funding Source/Amount:			
State:	\$ 55,531,902.00	Federal:	\$84,348.00
<i>Interdepartmental:</i>	\$0.00	<i>Other:</i>	\$0.00
If “ <i>other</i> ” please define:			
If “ <i>interdepartmental</i> ” please define:			
Dates of All Previous Amendments or Revisions: <i>(if applicable)</i>		Brief Description of Actions in Previous Amendments or Revisions: <i>(if applicable)</i>	
1/25/2012		allow for the reimbursement of postage	
February 2015		Name change from L1 Credentialing, Inc. to MorphoTrust USA, LLC	
January 2016		Allow for modifications to handgun carry permit template and decreased the price per card	
January 2018		extend end date, increasing maximum liability	
April 2018		Change of Contractor name due to tax ID changes	
July 2019		extend end date, increase maximum liability	
Method of Original Award: <i>(if applicable)</i>		RFP	
<p style="text-align: center;">*What were the projected costs of the service for the entire term of the contract prior to contract award? How was this cost determined?</p>		<p>The projected cost for the entire initial term of the contract was approximately \$24,000,000. This cost was determined based on the development, delivery, fulfillment, and implementation of a Digitized License System, which included the design and implementation of an Image Collection System (ICS), Card Production System (CPS), and Document Imaging/Scanning System.</p> <p>The final costs were based on the cost proposal from Idemia Identity & Security USA, LLC (formerly MorphoTrust USA, LLC) during the awarding of the initial contract for these services.</p>	
<p style="text-align: center;">*List number of other potential vendors who could provide this good or service; efforts to identify other competitive procurement alternatives; and the reason(s) a sole-source contract is in the best interest of the State.</p>		<p>The Vendor was selected through the State's open and competitive RFP solicitation process. Request for Proposals (RFP) #34901-01225 for the agency is currently being drafted, with an expected release date of late August 2020. The continued use of this Vendor prevents a disruption in services during the time it takes the RFP competitive solicitation event to be completed and the time needed for implementation and transition to a potential new solution.</p>	

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Fiscal Review Committee

*Current or Proposed Contract Allocation by Fiscal Year: (as Shown on Most Current Fully Executed Contract Summary Sheet)												
FY: 2011	FY: 2012	FY: 2013	FY: 2014	FY: 2015	FY: 2016	FY: 2017	FY: 2018	FY: 2019	FY: 2020	FY: 2021	FY: 2022	FY: 2023
\$ 1,482,950.00	\$ 4,448,850.00	\$ 4,448,850.00	\$ 4,448,850.00	\$ 4,448,850.00	\$ 4,551,150.00	\$ 4,448,850.00	\$ 4,765,900.00	\$ 5,400,000.00	\$ 4,700,000.00	\$ 3,800,000.00	\$ 4,336,000.00	\$ 4,336,000.00
*Current Total Expenditures by Fiscal Year of Contract: (attach backup documentation from Edison)												
FY: 2011	FY: 2012	FY: 2013	FY: 2014	FY: 2015	FY: 2016	FY: 2017	FY: 2018	FY: 2019	FY: 2020	FY: 2021	FY: 2022	FY: 2023
\$ 0.00	\$ 333,781.96	\$ 6,702,599.54	\$ 4,469,845.91	\$ 5,142,461.21	\$ 3,817,507.58	\$ 5,124,822.22	\$ 6,046,975.47	\$ 5,595,681.00	\$ 4,606,191.46	\$ 429,035.39		

Amendment Request

This request form is not required for amendments to grant contracts. Route a completed request, as one file in PDF format, via e-mail attachment sent to: Agsprs.Agsprs@tn.gov

APPROVED

CHIEF PROCUREMENT OFFICER

DATE

Agency request tracking #	34901-00031	
1. Procuring Agency	Tennessee Department of Safety and Homeland Security (TDOSHS)	
2. Contractor	Idemia Identity & Security USA, LLC	
3. Edison contract ID #	NV2 24760	
4. Proposed amendment #	07	
5. Contract's Original Effective Date	March 1, 2011	
6. Current end date	April 30, 2021	
7. Proposed end date	April 30, 2023	
8. Current Maximum Liability or Estimated Liability	\$ 47,028,598.00	
9. Proposed Maximum Liability or Estimated Liability	\$55,616,250.00	
10. Strategic Technology Solutions Pre-Approval Endorsement Request – information technology service (N/A to THDA)	<input type="checkbox"/> Not Applicable	<input checked="" type="checkbox"/> Attached
11. eHealth Pre-Approval Endorsement Request – health-related professional, pharmaceutical, laboratory, or imaging	<input checked="" type="checkbox"/> Not Applicable	<input type="checkbox"/> Attached
12. Human Resources Pre-Approval Endorsement Request – state employee training service	<input checked="" type="checkbox"/> Not Applicable	<input type="checkbox"/> Attached
13. Explain why the proposed amendment is needed		
<p>The proposed amendment is needed to add appropriate funding and extend the term so there is no disruption in services (the core system used to produce driver licenses, photo identification licenses, and handgun carry permits) during the time it takes for a second Request For Proposals solicitation event to be completed and the time needed for implementation and transition to a potential new solution.</p>		
14. If the amendment involves a change in Scope, describe efforts to identify reasonable, competitive, procurement alternatives to amending the contract.		
<p>The amendment does involve a change in the Scope of Services by re-instating a system and equipment refresh plan that had been removed in a previous amendment – this will ensure that the solution functions in the [REDACTED] environment and on updated equipment. The refresh plan will also be utilized to implement at-home knowledge testing to enable the State to continue to provide this necessary service (a knowledge test is required before obtaining a driver license) while complying with the precautions and restrictions placed on in-person services due to the COVID-19 pandemic.</p>		
Signature of Agency Head or Authorized Designee, Title of Signatory, and Date (the authorized designee may sign his or her own name if indicated on the Signature Certification and Authorization document)		
Jeff Long, Commissioner		DATE



CONTRACT AMENDMENT COVER SHEET

Agency Tracking # 34901-00031	Edison ID NV2 24760	Contract # NV2 24760	Amendment # 07
Contractor Legal Entity Name Idemia Identity & Security USA, LLC			Edison Vendor ID 0000216565

Amendment Purpose & Effect(s)

The purpose of this Amendment 07 is to add appropriate funding and extend the term so there is no disruption in services (the core system used to produce driver licenses, photo identification licenses, and handgun carry permits) during the time it takes for a Request For Proposals competitive solicitation event to be completed and the time needed for implementation and transition to a potential new solution. The amendment re-instates a system and equipment refresh plan to ensure that the solution functions in the [REDACTED] environment and on updated equipment and implements at-home knowledge testing to enable the State to continue to provide this necessary service (a knowledge test is required before obtaining a driver license) while complying with the precautions and restrictions placed on in-person services due to the COVID-19 pandemic.

Amendment Changes Contract End Date: YES NO **End Date:** April 30, 2023

TOTAL Contract Amount INCREASE or DECREASE per this Amendment (zero if N/A): **\$ 8,587,652.00**

Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
2011	\$1,482,950.00	\$0.00	\$0.00	\$0.00	\$1,482,950.00
2012	\$4,448,850.00	\$0.00	\$0.00	\$0.00	\$4,448,850.00
2013	\$4,448,850.00	\$0.00	\$0.00	\$0.00	\$4,448,850.00
2014	\$4,448,850.00	\$0.00	\$0.00	\$0.00	\$4,448,850.00
2015	\$4,448,850.00	\$84,348.00	\$0.00	\$0.00	\$4,448,850.00
2016	\$4,551,150.00	\$0.00	\$0.00	\$0.00	\$4,551,150.00
2017	\$4,448,850.00	\$0.00	\$0.00	\$0.00	\$4,448,850.00
2018	\$4,765,900.00	\$0.00	\$0.00	\$0.00	\$4,765,900.00
2019	\$5,400,000.00	\$0.00	\$0.00	\$0.00	\$5,400,000.00
2020	\$4,700,000.00	\$0.00	\$0.00	\$0.00	\$4,700,000.00
2021	\$3,800,000.00	\$0.00	\$0.00	\$0.00	\$3,800,000.00
2022	\$4,336,000.00	\$0.00	\$0.00	\$0.00	\$4,336,000.00
2023	\$4,336,000.00	\$0.00	\$0.00	\$0.00	\$4,336,000.00
TOTAL:	\$55,531,902.00	\$84,348.00	\$0.00	\$0.00	\$55,616,250.00

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

CPO USE

Speed Chart (optional)	Account Code (optional)
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**AMENDMENT SEVEN (07)
OF CONTRACT EDISON ID NV2 24760**

This Amendment is made and entered by and between the State of Tennessee, Department of Safety and Homeland Security, hereinafter referred to as the "State" and Idemia Identity & Security USA, LLC, hereinafter referred to as the "Contractor". For good and valuable consideration, the sufficiency of which is hereby acknowledged, it is mutually understood and agreed by and between said, undersigned contracting parties that the subject contract is hereby amended as follows:

1. **Contract Sections A.81. (Warranty) and A.82. (Inspection and Acceptance) are renumbered as A.82. and A.83.**

2. **The following is added as a new Contract Section A.81.:**

Hardware Refresh Plan. The Contractor shall provide a Hardware Refresh Plan for the Image Collection System, Document Imaging/Scanning System, and Site Printers. The Hardware Refresh Plan, approved in writing by the State prior to any deployment or implementation, shall include a refresh schedule specifying when hardware will be refreshed and how new hardware will be deployed. New hardware is defined as hardware that is within one (1) year of the manufacture date. The State requires that hardware and software is compatible with the Examiner Workstation as upgraded equipment is deployed, therefore, the Contractor shall upgrade its Capture Software with a web enrollment application that fully functions on a [REDACTED] operating system. In addition, the Contractor shall replace all document scanners with a newer model (new is defined as hardware that is within one (1) year of the manufacture date). The Hardware Refresh Plan includes eight (8) mobile units, called briefcases, that contain everything needed to conduct transactions as though the unit was physically located inside one of the State's Driver Services Centers. The Hardware Refresh Plan also includes the Contractor's At-Home knowledge testing system, including Mobile ID that is used for verification purposes, that enables the State to continue to provide knowledge testing while complying with the precautions and restrictions placed on in-person services due to the COVID-19 pandemic.

3. **Contract Section B. is deleted in its entirety and replaced with the following:**

B. TERM OF CONTRACT:

B.1. This Contract shall be effective on March 1, 2011 ("Effective Date") and extend for a period of one hundred forty-six (146) months after the Effective Date, thereby ending on April 30, 2023 ("Term"). The State shall have no obligation for goods or services provided by the Contractor prior to the Effective Date.

B.2. Renewal Options. This Contract may be renewed upon satisfactory completion of the Term. The State reserves the right to execute **one (1) twenty-four (24) month** renewal option under the same terms and conditions, at the State's sole option. In no event, however, shall the maximum Term, including all renewals or extensions, exceed a total of one hundred forty-six (146) months.

4. **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 Fifty Five Million Six Hundred Sixteen Thousand Two Hundred Fifty Dollars and Zero Cents (\$55,616,250.00) ("Maximum Liability"). This Contract does not grant the Contractor any exclusive rights. The State does not guarantee that it will buy any minimum quantity of goods or services under this Contract. Subject to the terms and conditions of this Contract, the Contractor will only be paid for goods or services provided under this Contract after a purchase order is issued to Contractor by the State or as otherwise specified by this Contract.

5. Contract Section C.3. is deleted in its entirety and replaced with the following:

C.3. Payment Methodology. The Contractor shall be compensated based on the payment methodology for goods or services authorized by the State in a total amount as set forth in Section C.1.

- a. The Contractor’s compensation shall be contingent upon the satisfactory provision of goods or services as set forth in Section A.
- b. The Contractor shall be compensated based upon the following payment methodology:

Service Description	Amount (per compensable increment)							
	3/1/2011 to 2/29/2012	3/1/2012 to 2/28/2013	3/1/2013 to 2/28/2014	3/1/2014 to 2/28/2015	3/1/2015 to 1/14/2016	1/15/2016 to 4/30/2021	5/01/2021 to 4/30/2022	5/01/2022 to 4/30/2023
Production for licenses printed at OTC location	\$2.23 per card	\$2.23 per card	\$2.23 per card	\$2.23 per card	\$2.23 per card	\$1.99 per card	\$2.23 per card	\$2.23 per card
Licenses printed at Central Production facility	\$2.23 per card	\$2.23 per card	\$2.23 per card	\$2.23 per card	\$2.23 per card	\$1.99 per card	\$2.23 per card	\$2.23 per card
Updates to existing CDL and creation of a new card type for the CDL Learner Permit (“CDLP”). See Section A.20.	At No Additional Cost to the State							
Updates to existing HGCP. See Section A.21.a.	At No Additional Cost to the State							
Additional update to existing HGCP per Section A.21.b. Contingent upon successful completion, approval, and acceptance of modifications to the card design as directed in Section A.21.a.	At No Additional Cost to the State							

- c. The State will reimburse the Contractor for the actual amount of postage spent on the mailing of all Credentials per the Contract Sections covering Mailing Requirements and Mailing System Requirements.
- d. The increased price per card shall not go into effect until full completion of implementation and deployment of the Hardware Refresh Plan described in Section A.81.

Required Approvals. The State is not bound by this Amendment 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).

Amendment Effective Date. The revisions set forth herein shall be effective **October 1, 2020**. All other terms and conditions of this Contract not expressly amended herein shall remain in full force and effect.

IN WITNESS WHEREOF,

IDEMIA IDENTITY & SECURITY USA, LLC:

SIGNATURE

DATE

PRINTED NAME AND TITLE OF SIGNATORY (above)

DEPARTMENT OF SAFETY AND HOMELAND SECURITY:

JEFF LONG, COMMISSIONER

DATE



STS Pre-Approval Endorsement Request E-Mail Transmittal

TO : STS Contracts
Department of Finance & Administration
https://tn.service-now.com/sp?id=sc_cat_item&sys_id=a912fd4213b46b80316a73d36144b097

For additional instructions please visit:
<https://www.teamtn.gov/sts/planning-services/information-systems-planning/endorsement-request.html>

FROM : Sonya Hadley
E-mail : sonya.hadley@tn.gov

DATE : July 15, 2020 **Received by STS on July 20, 2020**

RE : Request for STS Pre-Approval Endorsement

Applicable RFS # 34901-00031 END0000465

State Security Confidential Information Applicability

Under Tenn. Code Ann. §10-7-504(i) vendor identity or a description of the goods or services provided by the vendor shall be confidential.

- Applicable
 Not Applicable

Additional language is attached and endorsement is contingent upon inclusion of this additional language:

- Applicable
 Not Applicable

STS Endorsement Signature & Date:

Chief Information Officer

NOTE: Proposed contract/grant support is applicable to the subject IT service technical merit.

Applicable RFS # 34901-00031 END0000465

Strategic Technology Solutions (STS) pre-approval endorsement is required pursuant to procurement regulations pertaining to contracts with information technology as a component of the scope of service. This request seeks to ensure that STS is aware of and has an opportunity to review the procurement detailed below and in the attached document(s). This requirement applies to any procurement method regardless of dollar amount.

Please indicate STS endorsement of the described procurement (with the appropriate signature above), and return this document via e-mail at your earliest convenience.

Contracting Agency	Department of Safety and Homeland Security
Agency Contact (name, phone, e-mail)	Sonya Hadley, 615-251-5292, sonya.hadley@tn.gov
<p>Attachments Supporting Request (mark all applicable)</p> <p>Note: The complete draft procurement document and the applicable documents listed below must accompany this request when submitted to STS. Special Contract Requests and Amendment Requests without Agency Head signature are acceptable. STS is aware that these documents will not have CPO signature when submitted with this request.</p> <p> <input type="checkbox"/> Solicitation Document <input type="checkbox"/> Special Contract Request <input checked="" type="checkbox"/> Amendment Request <input checked="" type="checkbox"/> Proposed Contract/Grant or Amendment <input type="checkbox"/> Original Contract/Grant and Previous Amendments (if any) </p>	
<p>Information Systems Plan (ISP) Project Applicability</p> <p>To avoid delay of STS pre-approval, the applicability of an ISP project to the procurement must be confirmed with agency IT staff prior to submitting this request to STS. If necessary, agency IT staff should contact STS Planning with questions concerning the need for an ISP project.</p> <p>IT Director/Staff Name Confirming (required): Tim Sundell</p> <p> <input checked="" type="checkbox"/> Applicable – Approved ISP Project# <input type="checkbox"/> Not Applicable </p>	
<p>Subject Information Technology Service Description</p> <p>Provide a brief summary of the information technology services involved. Clearly identify included technologies such as system development/maintenance, security, networking, etc. As applicable, identify the contract or solicitation sections related to the IT services.</p> <p>The Contractor shall provide a Hardware Refresh Plan for the Image Collection System, Document Imaging/Scanning System, and Site Printers. The Hardware Refresh Plan, approved in writing by the State prior to any deployment or implementation, shall include a refresh schedule specifying when hardware will be refreshed and how new hardware will be deployed.</p>	

Attachment: STS Endorsement Conditions and Recommendations

This STS endorsement is contingent upon modification of the procurement documents according to the Conditions described below.

This attachment contains “Conditions” and “Recommendations”.

Conditions are changes that STS requires in order for the endorsement to be valid.

Recommendations are either: 1) Changes that STS advises but does not require. 2) Items that are outside the scope of STS review but that the agency should address due to other factors such as Central Procurement Office and Comptroller guidance.

Condition:

- STS endorses with the understanding that Sections E.#.a. and b., listed below, from the FA template model language “Contractor Hosted Services Confidential Data, Audit, and Other Requirements” (below) be added to the contract.
- STS requires removing Section A.4.6. because it references an old version of the EISP and the Contractor Hosted Language mentioned as a condition above includes the updated EISP version.

Recommendation:

- The current FA template instructs the agency to include Section E.#c. as listed below as minimum Comptroller audit requirements for all contracts where the Contractor or any Subcontractors will host State services or State data in the cloud (e.g., SaaS, IaaS, PaaS).
- If the contractor/grantee will have access to any type of Confidential State Data, the current FA template instructs the agency to include the model language covering Disclosure of Personally Identifiable Information (PII) from the Special Terms and Conditions (Section E) options provided in the FA Template.

E.#. Contractor Hosted Services Confidential Data, Audit, and Other Requirements

- a. “Confidential State Data” is defined as data deemed confidential by State or Federal statute or regulation. The Contractor shall protect Confidential State Data as follows:
 - (1) The Contractor shall ensure that all Confidential State Data is housed in the continental United States, inclusive of backup data.
 - (2) The Contractor shall encrypt Confidential State Data at rest and in transit using the current version of Federal Information Processing Standard (“FIPS”) 140-2 validated encryption technologies.

Attachment: STS Endorsement Conditions and Recommendations

- (3) The Contractor and the Contractor's processing environment containing Confidential State Data shall either (1) be in accordance with at least one of the following security standards: (i) International Standards Organization ("ISO") 27001; (ii) Federal Risk and Authorization Management Program ("FedRAMP"); or (2) be subject to an annual engagement by a CPA firm in accordance with the standards of the American Institute of Certified Public Accountants ("AICPA") for a System and Organization Controls for service organizations ("SOC") Type II audit. The State shall approve the SOC audit control objectives. The Contractor shall provide proof of current ISO certification or FedRAMP authorization for the Contractor and Subcontractor(s), or provide the State with the Contractor's and Subcontractor's annual SOC Type II audit report within 30 days from when the CPA firm provides the audit report to the Contractor or Subcontractor. The Contractor shall submit corrective action plans to the State for any issues included in the audit report within 30 days after the CPA firm provides the audit report to the Contractor or Subcontractor.

If the scope of the most recent SOC audit report does not include all of the current State fiscal year, upon request from the State, the Contractor must provide to the State a letter from the Contractor or Subcontractor stating whether the Contractor or Subcontractor made any material changes to their control environment since the prior audit and, if so, whether the changes, in the opinion of the Contractor or Subcontractor, would negatively affect the auditor's opinion in the most recent audit report.

No additional funding shall be allocated for these certifications, authorizations, or audits as these are included in the Maximum Liability of this Contract.

- (4) The Contractor must annually perform Penetration Tests and Vulnerability Assessments against its Processing Environment. "Processing Environment" shall mean the combination of software and hardware on which the Application runs. "Application" shall mean the computer code that supports and accomplishes the State's requirements as set forth in this Contract. "Penetration Tests" shall be in the form of attacks on the Contractor's computer system, with the purpose of discovering security weaknesses which have the potential to gain access to the Processing Environment's features and data. The "Vulnerability Assessment" shall be designed and executed to define, identify, and classify the security holes (vulnerabilities) in the Processing Environment. The Contractor shall allow the State, at its option, to perform Penetration Tests and Vulnerability Assessments on the Processing Environment.
- (5) Upon State request, the Contractor shall provide a copy of all Confidential State Data it holds. The Contractor shall provide such data on media and in a format determined by the State

Attachment: STS Endorsement Conditions and Recommendations

- (6) Upon termination of this Contract and in consultation with the State, the Contractor shall destroy all Confidential State Data it holds (including any copies such as backups) in accordance with the current version of National Institute of Standards and Technology ("NIST") Special Publication 800-88. The Contractor shall provide a written confirmation of destruction to the State within ten (10) business days after destruction.

b. Minimum Requirements

- (1) The Contractor and all data centers used by the Contractor to host State data, including those of all Subcontractors, must comply with the State's Enterprise Information Security Policies as amended periodically. The State's Enterprise Information Security Policies document is found at the following URL: <https://www.tn.gov/finance/strategic-technology-solutions/strategic-technology-solutions/sts-security-policies.html>.
- (2) The Contractor agrees to maintain the Application so that it will run on a current, manufacturer-supported Operating System. "Operating System" shall mean the software that supports a computer's basic functions, such as scheduling tasks, executing applications, and controlling peripherals.
- (3) If the Application requires middleware or database software, Contractor shall maintain middleware and database software versions that are at all times fully compatible with current versions of the Operating System and Application to ensure that security vulnerabilities are not introduced.

c. Comptroller Audit Requirements

Upon reasonable notice and at any reasonable time, the Contractor and Subcontractor(s) agree to allow the State, the Comptroller of the Treasury, or their duly appointed representatives to perform information technology control audits of the Contractor and all Subcontractors used by the Contractor. Contractor will maintain and cause its Subcontractors to maintain a complete audit trail of all transactions and activities in connection with this Contract. Contractor will provide to the State, the Comptroller of the Treasury, or their duly appointed representatives access to Contractor and Subcontractor(s) personnel for the purpose of performing the information technology control audit.

The information technology control audit may include a review of general controls and application controls. General controls are the policies and procedures that apply to all or a large segment of the Contractor's or Subcontractor's information systems and applications and include

Attachment: STS Endorsement Conditions and Recommendations

controls over security management, access controls, configuration management, segregation of duties, and contingency planning. Application controls are directly related to the application and help ensure that transactions are complete, accurate, valid, confidential, and available. The audit shall include the Contractor's and Subcontractor's compliance with the State's Enterprise Information Security Policies and all applicable requirements, laws, regulations or policies.

The audit may include interviews with technical and management personnel, physical inspection of controls, and review of paper or electronic documentation.

For any audit issues identified, the Contractor and Subcontractor(s) shall provide a corrective action plan to the State within 30 days from the Contractor or Subcontractor receiving the audit report.

Each party shall bear its own expenses incurred while conducting the information technology controls audit.

E.#. Personally Identifiable Information. While performing its obligations under this Contract, Contractor may have access to Personally Identifiable Information held by the State ("PII"). For the purposes of this Contract, "PII" includes "Nonpublic Personal Information" as that term is defined in Title V of the Gramm-Leach-Bliley Act of 1999 or any successor federal statute, and the rules and regulations thereunder, all as may be amended or supplemented from time to time ("GLBA") and personally identifiable information and other data protected under any other applicable laws, rule or regulation of any jurisdiction relating to disclosure or use of personal information ("Privacy Laws"). Contractor agrees it shall not do or omit to do anything which would cause the State to be in breach of any Privacy Laws. Contractor shall, and shall cause its employees, agents and representatives to: (i) keep PII confidential and may use and disclose PII only as necessary to carry out those specific aspects of the purpose for which the PII was disclosed to Contractor and in accordance with this Contract, GLBA and Privacy Laws; and (ii) implement and maintain appropriate technical and organizational measures regarding information security to: (A) ensure the security and confidentiality of PII; (B) protect against any threats or hazards to the security or integrity of PII; and (C) prevent unauthorized access to or use of PII. Contractor shall immediately notify State: (1) of any disclosure or use of any PII by Contractor or any of its employees, agents and representatives in breach of this Contract; and (2) of any disclosure of any PII to Contractor or its employees, agents and representatives where the purpose of such disclosure is not known to Contractor or its employees, agents and representatives. The State reserves the right to review Contractor's policies and procedures used to maintain the security and confidentiality of PII and Contractor shall, and cause its employees, agents and representatives to, comply with all reasonable requests or directions from the State to enable the State to verify or ensure that Contractor is in full compliance with its obligations under this Contract in relation to PII. Upon termination or expiration of the Contract or at the State's direction at any time in its sole discretion, whichever is earlier, Contractor shall

Attachment: STS Endorsement Conditions and Recommendations

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

The Contractor shall report to the State any instances of unauthorized access to or potential disclosure of PII in the custody or control of Contractor ("Unauthorized Disclosure") that come to the Contractor's attention. Any such report shall be made by the Contractor within twenty-four (24) hours after the Unauthorized Disclosure has come to the attention of the Contractor. Contractor shall take all necessary measures to halt any further Unauthorized Disclosures. The Contractor, at the sole discretion of the State, shall provide no cost credit monitoring services for individuals whose PII was affected by the Unauthorized Disclosure. The Contractor shall bear the cost of notification to all individuals affected by the Unauthorized Disclosure, including individual letters and public notice. The remedies set forth in this Section are not exclusive and are in addition to any claims or remedies available to this State under this Contract or otherwise available at law. The obligations set forth in this Section shall survive the termination of this Contract.

Rule Exception Request

Use this document to request changes to Central Procurement Office templates, policies, or other procurement documents or to modify the “necessary contract clauses” identified in Tenn. Comp. R. & Reg. 0690-03-01-.17 (“CPO Rule 17”). Complete this document in conformity with CPO Rule 17, which is available [here](#). Upload the completed document and route for approvals by selecting the appropriate RER e-Form in Edison. For additional guidance, please see the e-Forms Job Aid available online at the following: <https://www.teamtn.gov/cpo/learning-development/cpo-job-aids.html>. All Rule Exception Requests are subject to review and approval by the Chief Procurement Officer. Rule Exception Requests that propose to modify any of CPO Rule 17’s necessary contract clauses shall be subject to review and approval by the Comptroller of the Treasury. Note: If the requested changes involve contracts under a delegation, please use the RER for the DA or DGA templates. Also, any change to the template language regarding the Limitation of Contractor’s Liability shall be submitted using the Limitation of Contractor’s Liability Request.

<p>APPROVED</p> <p>[Upload this RER to e-Forms in Edison. Approval will be captured in Edison Workflow.]</p> <hr/> <p>CHIEF PROCUREMENT OFFICER</p>	<p>APPROVED</p> <p>[Upload this RER to e-Forms in Edison. Approval will be captured in Edison Workflow.]</p> <hr/> <p>COMPTROLLER OF THE TREASURY</p>
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Agency request tracking #	34901-00031
1. Procuring Agency	Tennessee Department of Safety and Homeland Security (TDOSHS)
2. Edison contract ID #	NV2 24760
3. Please select Procurement or Contract Type. (This will be the RER e-Form for routing purposes.)	<input type="checkbox"/> Grant Contract – for contracts involving Grants <input checked="" type="checkbox"/> Technology - for contracts involving technology <input type="checkbox"/> Risk Management - for changes to insurance or indemnification <input type="checkbox"/> Standard – Agency Term Contract or Statewide Contract (use for non-technology contracts for goods or services)
4. Contractor or Grantee	Idemia Identity & Security USA, LLC
5. Contract’s Effective Date	March 01, 2011
6. Contract or grant contract’s Term (with ALL options to extend exercised)	One hundred twenty-four (124) months
7. Contract’s Maximum Liability (with ALL options to extend exercised)	\$ 55,616,250.00
<p>8. Citation and explanation of the rule(s) for which the exception is requested</p> <p>0690-03-01-.17 (2) (a) - (2) Necessary Contract Clauses for All Contract Types. (a) Term. All contracts subject to these Rules shall specify the term of the contract. The term of the contract shall include the commencement date of the contract, the termination date, and any renewals of the contract via an amendment. Contracts subject to these Rules may only be renewed in writing, signed by the appropriate State official, and delivered electronically or through regular mail to the Contracting Party. One time purchases do not require the term to be specified.</p> <p>0690-03-01-.14 (2) (c) - (2) Term Contract-General (c) The requirement of a multi-year contract shall be stated in the solicitation, and any multi-year contract shall be awarded pursuant to these Rules and shall not be for a period longer than sixty (60) months unless approved by the Chief Procurement Officer as being in the best interests of the State. The justification for the contract term exceeding sixty (60) months shall be maintained in the records of the Central Procurement Office. A report of all contracts awarded for a period longer than sixty (60) months in</p>	

such format and at such interval determined requested shall be provided to the Comptroller of the Treasury.

The Department of Safety and Homeland Security (TDOSHS) is requesting the approval to amend the current one hundred twenty-two (122) month contract with Idemia Identity & Security USA, LLC so there is no disruption in services utilized for the production of driver licenses, identification licenses, and handgun carry permits.

The Contractor will continue to provide services to enable the State to continue to issue driver licenses, identification licenses, and handgun carry permits throughout the extended term of the contract, including during an implementation and transition period to a potential new solution as a result of a Request for Proposals (RFP) competitive solicitation event. We wish to ensure that there is no disruption in services during the time it takes for the RFP competitive solicitation event to be completed, the award of a new contract, and the transition period that would be needed for implementation of a potential new solution.

- 9. Description of requested changes** If adding new provisions or modifying existing provisions, insert the new or modified provisions in their entirety. Please provide red-lines or track changes to highlight any deviations from template language.

No new provisions or modifications of existing provisions are being requested.

10. Scope of Goods or Services Caption:

Driver License Services

11. Justification

The Contractor currently offers a core license system, which includes an image collection system, card production system, and document imaging, or scanning system utilized in the production of credentials. These services will be included in the new credential production and issuance solution being sought through Request for Proposals (RFP) 34901-01225, which is currently being drafted. Amending the current Contract for an additional twenty-four (24) months will ensure that there is no disruption in services during the time it takes for the RFP competitive solicitation event to be completed, the award of a new contract, and the transition period that would be needed for implementation of a potential new solution.

Signature of Agency Head or Designee and Date

[Upload this RER to e-Forms in Edison. Approval will be captured in Edison Workflow.]

Purchase Orders against a Cont	35
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Contract Number = NV00000000000000000024760

Contract	Contract Line #	Unit	PO No.	Line
000000000000000000024760		1 34901	000015254	1
000000000000000000024760		1 34901	000015537	1
000000000000000000024760		1 34901	000016338	1
000000000000000000024760		1 34901	000017209	1
000000000000000000024760		1 34901	000017210	1
000000000000000000024760		1 34901	000017211	1
000000000000000000024760		1 34901	000018167	1
000000000000000000024760		1 34901	000019374	1
000000000000000000024760		1 34901	000019388	1
000000000000000000024760		1 34901	000019389	1
000000000000000000024760		1 34901	000019390	1
000000000000000000024760		1 34901	000019391	1
000000000000000000024760		1 34901	000019535	1
000000000000000000024760		1 34901	000020954	1
000000000000000000024760		1 34901	000021251	1
000000000000000000024760		1 34901	000021252	1
000000000000000000024760		1 34901	000021355	1
000000000000000000024760		1 34901	000021805	1
000000000000000000024760		1 34901	000021869	1
000000000000000000024760		1 34901	000021984	1
000000000000000000024760		1 34901	000022444	1
000000000000000000024760		1 34901	000023225	1
000000000000000000024760		1 34901	000023227	1
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000000000000000000024760		1 34901	000025527	1
000000000000000000024760		1 34901	000025800	1
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NV0000000000000000024760		1 34901	000027435	1
NV0000000000000000024760		1 34901	000027671	1
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NV20000000000000000024760	1	34901	0000039061	1
NV20000000000000000024760	1	34901	0000039286	1
NV20000000000000000024760	1	34901	0000039320	1
NV20000000000000000024760	1	34901	0000039535	1
NV20000000000000000024760	1	34901	0000039822	1
NV20000000000000000024760	1	34901	0000039822	2
NV20000000000000000024760	1	34901	0000040083	1
NV20000000000000000024760	1	34901	0000040083	2
NV20000000000000000024760	1	34901	0000040083	3
NV20000000000000000024760	1	34901	0000040083	4
NV20000000000000000024760	1	34901	0000040084	1
NV20000000000000000024760	1	34901	0000040084	2
NV20000000000000000024760	1	34901	0000040084	3
NV20000000000000000024760	1	34901	0000040084	4
NV20000000000000000024760	1	34901	0000040443	1
NV20000000000000000024760	1	34901	0000040443	2
NV20000000000000000024760	1	34901	0000040443	3
NV20000000000000000024760	1	34901	0000040443	4
NV20000000000000000024760	1	34901	0000040479	1
NV20000000000000000024760	1	34901	0000040479	2
NV20000000000000000024760	1	34901	0000040479	3

SetID	PO Date	Quantity	UOM	PO Amount	Contract Max. Amt
SHARE	7/19/2012	1.0000	EA	\$ 333,781.96	\$ 22,244,250.00
SHARE	8/6/2012	1.0000	EA	\$ 356,625.28	\$ 22,244,250.00
SHARE	10/1/2012	1.0000	EA	\$ 406,079.38	\$ 22,244,250.00
SHARE	12/14/2012	1.0000	EA	\$ 369,629.51	\$ 22,244,250.00
SHARE	12/14/2012	1.0000	EA	\$ 317,400.85	\$ 22,244,250.00
SHARE	12/14/2012	1.0000	EA	\$ 315,046.41	\$ 22,244,250.00
SHARE	3/8/2013	1.0000	EA	\$ 365,821.64	\$ 22,244,250.00
SHARE	6/7/2013	1.0000	EA	\$ 2,000,643.92	\$ 22,244,250.00
SHARE	6/10/2013	1.0000	EA	\$ 415,052.16	\$ 22,244,250.00
SHARE	6/10/2013	1.0000	EA	\$ 428,769.61	\$ 22,244,250.00
SHARE	6/10/2013	1.0000	EA	\$ 577,874.27	\$ 22,244,250.00
SHARE	6/10/2013	1.0000	EA	\$ 578,947.88	\$ 22,244,250.00
SHARE	6/25/2013	1.0000	EA	\$ 570,708.63	\$ 22,244,250.00
SHARE	11/6/2013	1.0000	EA	\$ 521,999.41	\$ 22,244,250.00
SHARE	12/11/2013	1.0000	EA	\$ 431,948.61	\$ 22,244,250.00
SHARE	12/11/2013	1.0000	EA	\$ 397,676.38	\$ 22,244,250.00
SHARE	12/20/2013	1.0000	EA	\$ 363,541.73	\$ 22,244,250.00
SHARE	2/3/2014	1.0000	EA	\$ 346,870.96	\$ 22,244,250.00
SHARE	2/7/2014	1.0000	EA	\$ 346,870.96	\$ 22,244,250.00
SHARE	2/21/2014	1.0000	EA	\$ 389,430.72	\$ 22,244,250.00
SHARE	3/25/2014	1.0000	EA	\$ 403,410.51	\$ 22,244,250.00
SHARE	6/3/2014	1.0000	EA	\$ 419,452.44	\$ 22,244,250.00
SHARE	6/3/2014	1.0000	EA	\$ 465,355.14	\$ 22,244,250.00
SHARE	6/18/2014	1.0000	EA	\$ 383,289.05	\$ 22,244,250.00
SHARE	7/18/2014	1.0000	EA	\$ 322,012.50	\$ 22,244,250.00
SHARE	8/18/2014	1.0000	EA	\$ 476,060.90	\$ 22,244,250.00
SHARE	8/25/2014	1.0000	EA	\$ 357,458.28	\$ 22,244,250.00
SHARE	10/1/2014	1.0000	EA	\$ 424,781.35	\$ 22,244,250.00
SHARE	10/27/2014	1.0000	EA	\$ 399,226.91	\$ 22,244,250.00
SHARE	11/19/2014	1.0000	EA	\$ 404,833.30	\$ 22,244,250.00
SHARE	12/15/2014	1.0000	EA	\$ 351,087.81	\$ 22,244,250.00
SHARE	1/29/2015	1.0000	EA	\$ 412,318.06	\$ 22,244,250.00
SHARE	2/23/2015	1.0000	EA	\$ 439,389.61	\$ 39,428,598.00
SHARE	4/24/2015	1.0000	EA	\$ 316,468.74	\$ 39,428,598.00
SHARE	5/14/2015	1.0000	EA	\$ 315,339.85	\$ 39,428,598.00
SHARE	6/3/2015	1.0000	EA	\$ 541,624.82	\$ 39,428,598.00
SHARE	6/30/2015	1.0000	EA	\$ 381,859.08	\$ 39,428,598.00
SHARE	8/12/2015	1.0000	EA	\$ 458,857.34	\$ 39,428,598.00
SHARE	9/4/2015	1.0000	EA	\$ 444,432.49	\$ 39,428,598.00
SHARE	10/12/2015	1.0000	EA	\$ 329,258.53	\$ 39,428,598.00
SHARE	12/3/2015	1.0000	EA	\$ 432,321.49	\$ 39,428,598.00
SHARE	1/7/2016	1.0000	EA	\$ 358,938.59	\$ 39,428,598.00
SHARE	2/11/2016	1.0000	EA	\$ 472,837.27	\$ 39,428,598.00
SHARE	2/11/2016	1.0000	EA	\$ 373,955.13	\$ 39,428,598.00

SHARE	3/8/2016	1.0000 EA	\$ 427,202.56	\$	39,428,598.00
SHARE	3/31/2016	1.0000 EA	\$ 407,707.60	\$	39,428,598.00
SHARE	6/20/2016	1.0000 EA	\$ 111,996.58	\$	39,428,598.00
SHARE	7/26/2016	1.0000 EA	\$ 593,775.56	\$	39,428,598.00
SHARE	9/16/2016	1.0000 EA	\$ 393,606.88	\$	39,428,598.00
SHARE	9/16/2016	1.0000 EA	\$ 70,887.05	\$	39,428,598.00
SHARE	11/9/2016	1.0000 EA	\$ 476,402.21	\$	39,428,598.00
SHARE	12/2/2016	1.0000 EA	\$ 751,437.24	\$	39,428,598.00
SHARE	12/19/2016	1.0000 EA	\$ 408,799.62	\$	39,428,598.00
SHARE	1/17/2017	1.0000 EA	\$ 359,279.99	\$	39,428,598.00
SHARE	2/27/2017	1.0000 EA	\$ 413,625.69	\$	39,428,598.00
SHARE	4/5/2017	1.0000 EA	\$ 365,112.78	\$	39,428,598.00
SHARE	4/11/2017	1.0000 EA	\$ 489,261.55	\$	39,428,598.00
SHARE	6/8/2017	1.0000 EA	\$ 373,243.07	\$	39,428,598.00
SHARE	6/16/2017	1.0000 EA	\$ 429,390.58	\$	39,428,598.00
SHARE	8/11/2017	1.0000 EA	\$ 395,890.48	\$	39,428,598.00
SHARE	8/11/2017	1.0000 EA	\$ 466,728.31	\$	39,428,598.00
SHARE	10/3/2017	1.0000 EA	\$ 470,194.65	\$	39,428,598.00
SHARE	10/25/2017	1.0000 EA	\$ 367,921.82	\$	39,428,598.00
SHARE	11/22/2017	1.0000 EA	\$ 580,678.25	\$	39,428,598.00
SHARE	1/17/2018	1.0000 EA	\$ 363,264.68	\$	39,428,598.00
SHARE	1/26/2018	1.0000 EA	\$ 320,108.79	\$	39,428,598.00
SHARE	4/26/2018	320108.7900 DO	\$ 320,108.79	\$	39,428,598.00
SHARE	4/26/2018	399527.8100 DO	\$ 399,527.81	\$	39,428,598.00
SHARE	4/26/2018	386558.2900 DO	\$ 386,558.29	\$	39,428,598.00
SHARE	5/3/2018	452485.2300 DO	\$ 400,137.89	\$	39,428,598.00
SHARE	5/3/2018	452486.2300 DO	\$ 452,486.23	\$	39,428,598.00
SHARE	5/24/2018	381274.9200 DO	\$ 341,281.08	\$	39,428,598.00
SHARE	5/29/2018	381274.9200 DO	\$ 381,274.92	\$	39,428,598.00
SHARE	6/26/2018	400813.4800 DO	\$ 400,813.48	\$	39,428,598.00
SHARE	7/27/2018	1.0000 DO	\$ 388,760.19	\$	39,428,598.00
SHARE	7/27/2018	1.0000 DO	\$ 35,936.43	\$	39,428,598.00
SHARE	8/23/2018	1.0000 DO	\$ 6,114.29	\$	39,428,598.00
SHARE	8/23/2018	1.0000 DO	\$ 29,822.14	\$	39,428,598.00
SHARE	8/23/2018	1.0000 DO	\$ 65,625.98	\$	39,428,598.00
SHARE	8/23/2018	1.0000 DO	\$ 323,134.21	\$	39,428,598.00
SHARE	8/23/2018	1.0000 DO	\$ 5,802.17	\$	39,428,598.00
SHARE	8/23/2018	1.0000 DO	\$ 28,299.79	\$	39,428,598.00
SHARE	8/23/2018	1.0000 DO	\$ 68,452.61	\$	39,428,598.00
SHARE	8/23/2018	1.0000 DO	\$ 336,996.55	\$	39,428,598.00
SHARE	10/10/2018	1.0000 DO	\$ 6,365.21	\$	39,428,598.00
SHARE	10/10/2018	1.0000 DO	\$ 31,045.99	\$	39,428,598.00
SHARE	10/10/2018	1.0000 DO	\$ 69,173.19	\$	39,428,598.00
SHARE	10/10/2018	1.0000 DO	\$ 340,421.34	\$	39,428,598.00
SHARE	10/18/2018	340421.3400 DO	\$ 340,421.34	\$	39,428,598.00
SHARE	10/18/2018	69173.1900 DO	\$ 69,173.19	\$	39,428,598.00
SHARE	10/18/2018	31045.9900 DO	\$ 31,045.99	\$	39,428,598.00

SHARE	10/18/2018	6365.2100	DO	\$	6,365.21	\$	39,428,598.00
SHARE	11/20/2018	1.0000	DO	\$	5,472.50	\$	39,428,598.00
SHARE	11/20/2018	1.0000	DO	\$	26,691.87	\$	39,428,598.00
SHARE	11/20/2018	1.0000	DO	\$	56,013.50	\$	39,428,598.00
SHARE	11/20/2018	1.0000	DO	\$	276,363.25	\$	39,428,598.00
SHARE	12/19/2018	1.0000	DO	\$	6,543.50	\$	39,428,598.00
SHARE	12/19/2018	1.0000	DO	\$	31,915.62	\$	39,428,598.00
SHARE	12/19/2018	1.0000	DO	\$	67,778.42	\$	39,428,598.00
SHARE	12/19/2018	1.0000	DO	\$	334,023.49	\$	39,428,598.00
SHARE	1/16/2019	1.0000	DO	\$	52,543.06	\$	39,428,598.00
SHARE	1/16/2019	1.0000	DO	\$	259,251.23	\$	39,428,598.00
SHARE	1/16/2019	1.0000	DO	\$	5,797.27	\$	39,428,598.00
SHARE	1/16/2019	1.0000	DO	\$	28,275.91	\$	39,428,598.00
SHARE	1/30/2019	1.0000	DO	\$	251,639.48	\$	39,428,598.00
SHARE	1/30/2019	1.0000	DO	\$	50,973.89	\$	39,428,598.00
SHARE	1/30/2019	1.0000	DO	\$	25,159.57	\$	39,428,598.00
SHARE	1/30/2019	1.0000	DO	\$	5,158.34	\$	39,428,598.00
SHARE	3/2/2019	1.0000	DO	\$	316,127.42	\$	39,428,598.00
SHARE	3/2/2019	1.0000	DO	\$	57,327.53	\$	39,428,598.00
SHARE	3/2/2019	1.0000	DO	\$	33,246.93	\$	39,428,598.00
SHARE	3/2/2019	1.0000	DO	\$	13,716.45	\$	39,428,598.00
SHARE	3/25/2019	1.0000	DO	\$	257,374.66	\$	39,428,598.00
SHARE	3/25/2019	1.0000	DO	\$	5,282.06	\$	39,428,598.00
SHARE	3/25/2019	1.0000	DO	\$	28,160.49	\$	39,428,598.00
SHARE	3/25/2019	1.0000	DO	\$	606.19	\$	39,428,598.00
SHARE	4/18/2019	1.0000	DO	\$	334,554.82	\$	39,428,598.00
SHARE	4/18/2019	1.0000	DO	\$	68,728.98	\$	39,428,598.00
SHARE	4/18/2019	1.0000	DO	\$	31,961.39	\$	39,428,598.00
SHARE	4/18/2019	1.0000	DO	\$	6,633.20	\$	39,428,598.00
SHARE	6/19/2019	1.0000	DO	\$	257,900.02	\$	47,028,598.00
SHARE	6/19/2019	1.0000	DO	\$	52,818.39	\$	47,028,598.00
SHARE	6/19/2019	1.0000	DO	\$	24,397.40	\$	47,028,598.00
SHARE	6/19/2019	1.0000	DO	\$	5,063.38	\$	47,028,598.00
SHARE	6/25/2019	1.0000	DO	\$	336,926.90	\$	47,028,598.00
SHARE	6/25/2019	1.0000	DO	\$	69,171.31	\$	47,028,598.00
SHARE	6/25/2019	1.0000	DO	\$	24,120.79	\$	47,028,598.00
SHARE	6/25/2019	1.0000	DO	\$	5,005.97	\$	47,028,598.00
SHARE	7/18/2019	1.0000	DO	\$	308,167.42	\$	47,028,598.00
SHARE	7/18/2019	1.0000	DO	\$	63,377.19	\$	47,028,598.00
SHARE	7/18/2019	1.0000	DO	\$	18,522.92	\$	47,028,598.00
SHARE	7/18/2019	1.0000	DO	\$	3,844.20	\$	47,028,598.00
SHARE	9/17/2019	1.0000	DO	\$	345,020.23	\$	47,028,598.00
SHARE	9/17/2019	1.0000	DO	\$	70,759.70	\$	47,028,598.00
SHARE	9/17/2019	1.0000	DO	\$	18,451.28	\$	47,028,598.00
SHARE	9/17/2019	1.0000	DO	\$	3,829.34	\$	47,028,598.00
SHARE	9/25/2019	1.0000	DO	\$	314,615.02	\$	47,028,598.00
SHARE	9/25/2019	1.0000	DO	\$	64,144.68	\$	47,028,598.00

SHARE	9/25/2019	1.0000 DO	\$ 17,108.03	\$ 47,028,598.00
SHARE	9/25/2019	1.0000 DO	\$ 3,550.56	\$ 47,028,598.00
SHARE	10/21/2019	1.0000 DO	\$ 338,063.19	\$ 47,028,598.00
SHARE	10/21/2019	1.0000 DO	\$ 69,201.04	\$ 47,028,598.00
SHARE	10/21/2019	1.0000 DO	\$ 18,887.09	\$ 47,028,598.00
SHARE	10/21/2019	1.0000 DO	\$ 3,919.78	\$ 47,028,598.00
SHARE	11/22/2019	1.0000 DO	\$ 358,727.35	\$ 47,028,598.00
SHARE	11/22/2019	1.0000 DO	\$ 73,539.61	\$ 47,028,598.00
SHARE	11/22/2019	1.0000 DO	\$ 16,087.16	\$ 47,028,598.00
SHARE	11/22/2019	1.0000 DO	\$ 3,338.69	\$ 47,028,598.00
SHARE	12/26/2019	1.0000 DO	\$ 266,946.56	\$ 47,028,598.00
SHARE	12/26/2019	1.0000 DO	\$ 54,622.14	\$ 47,028,598.00
SHARE	12/26/2019	1.0000 DO	\$ 12,958.88	\$ 47,028,598.00
SHARE	12/26/2019	1.0000 DO	\$ 2,689.46	\$ 47,028,598.00
SHARE	2/6/2020	1.0000 DO	\$ 304,101.85	\$ 47,028,598.00
SHARE	2/6/2020	1.0000 DO	\$ 62,328.31	\$ 47,028,598.00
SHARE	2/6/2020	1.0000 DO	\$ 21,245.24	\$ 47,028,598.00
SHARE	2/6/2020	1.0000 DO	\$ 4,409.19	\$ 47,028,598.00
SHARE	3/11/2020	1.0000 DO	\$ 369,929.06	\$ 47,028,598.00
SHARE	3/11/2020	1.0000 DO	\$ 59,330.34	\$ 47,028,598.00
SHARE	3/11/2020	1.0000 DO	\$ 13,211.61	\$ 47,028,598.00
SHARE	3/11/2020	1.0000 DO	\$ 2,741.91	\$ 47,028,598.00
SHARE	5/8/2020	1.0000 DO	\$ 344,283.93	\$ 47,028,598.00
SHARE	5/8/2020	1.0000 DO	\$ 72,045.21	\$ 47,028,598.00
SHARE	5/8/2020	1.0000 DO	\$ 13,386.73	\$ 47,028,598.00
SHARE	5/8/2020	1.0000 DO	\$ 2,828.03	\$ 47,028,598.00
SHARE	5/8/2020	1.0000 DO	\$ 353,963.29	\$ 47,028,598.00
SHARE	5/8/2020	1.0000 DO	\$ 74,183.36	\$ 47,028,598.00
SHARE	5/8/2020	1.0000 DO	\$ 26,411.28	\$ 47,028,598.00
SHARE	5/8/2020	1.0000 DO	\$ 5,579.55	\$ 47,028,598.00
SHARE	5/15/2020	1.0000 DO	\$ 4,051.64	\$ 47,028,598.00
SHARE	5/15/2020	1.0000 DO	\$ 659.56	\$ 47,028,598.00
SHARE	5/15/2020	1.0000 DO	\$ 184.56	\$ 47,028,598.00
SHARE	5/22/2020	1.0000 DO	\$ 122,578.03	\$ 47,028,598.00
SHARE	5/22/2020	1.0000 DO	\$ 25,422.43	\$ 47,028,598.00
SHARE	5/22/2020	1.0000 DO	\$ 33,800.15	\$ 47,028,598.00
SHARE	5/22/2020	1.0000 DO	\$ 7,140.49	\$ 47,028,598.00
SHARE	6/23/2020	1.0000 DO	\$ 177,456.26	\$ 47,028,598.00
SHARE	6/23/2020	1.0000 DO	\$ 36,990.58	\$ 47,028,598.00
SHARE	6/23/2020	1.0000 DO	\$ 14,495.16	\$ 47,028,598.00
SHARE	6/23/2020	1.0000 DO	\$ 3,062.19	\$ 47,028,598.00
SHARE	7/20/2020	1.0000 DO	\$ 326,863.47	\$ 47,028,598.00
SHARE	7/20/2020	1.0000 DO	\$ 68,542.02	\$ 47,028,598.00
SHARE	7/20/2020	1.0000 DO	\$ 27,764.48	\$ 47,028,598.00
SHARE	7/20/2020	1.0000 DO	\$ 5,865.42	\$ 47,028,598.00



CONTRACT

(fee-for-service contract with an individual, business, non-profit, or governmental entity of another state)

Begin Date March 1, 2011	End Date February 29, 2016	Agency Tracking # 34901-00031	Edison Record ID 24760
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Contractor Legal Entity Name L-1 Credentialing, Inc. (dba L-1 Secure Credentialing, Inc.)	Edison Vendor ID 70997
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Subrecipient or Vendor <input type="checkbox"/> Subrecipient <input checked="" type="checkbox"/> Vendor	CFDA #	FEIN or SSN (optional)
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Service Caption (one line only)
Driver License Services

FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
2011	1,482,950				1,482,950
2012	4,448,850				4,448,850
2013	4,448,850				4,448,850
2014	4,448,850				4,448,850
2015	4,448,850				4,448,850
2016	2,965,900				2,965,900
TOTAL:	22,244,250				22,244,250

American Recovery and Reinvestment Act (ARRA) Funding: YES NO

Ownership/Control

African American Asian Hispanic Native American Female
 Person w/Disability Small Business Government NOT Minority/Disadvantaged
 Other:

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

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

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

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Account Code
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**CONTRACT
BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF SAFETY
AND
L-1 SECURE CREDENTIALING, INC.**

This Contract, by and between the State of Tennessee, Department of Safety, hereinafter referred to as the "State" and L-1 Secure Credentialing, Inc., hereinafter referred to as the "Contractor," is for the provision of Driver License, Identification License, and Hand Gun Carry Permit Card Production System for the Tennessee Department of Safety Driver Services Division, as further defined in the "SCOPE OF SERVICES."

The Contractor is FOR-PROFIT CORPORATION.

Contractor Federal Employer Identification or Social Security Number: 94-3342784

Contractor Place of Incorporation or Organization: Delaware

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.

A.2. Background

The Headquarters for the Tennessee Department of Safety Driver License Issuance Division is located at 1150 Foster Avenue, Nashville, Tennessee. The TDOS is responsible for issuing driver licenses, non driver identification cards, and handgun carry permits (DL/ID/HGCP). Currently, an over-the-counter issuance process is used at all Driver Service Centers (DSC) statewide. TDOS offers eligible residents several Self-Service Channels for renewing and ordering duplicates of their DL/ID via mail and internet. Renewal by mail transactions are run through a batch program that creates a transaction record that is used to issue these driver licenses at the current Contractor's Tennessee located central card production facility. A similar process is used for drivers who renew via Internet through the State's portal, TennesseeAnytime.org. Additionally, eligible residents can use self-service kiosks located in Driver Service Centers (DSC) to renewal and order a duplicate of a DL/ID. The kiosk transactions are routed to a digital capture station for final issuance.

TDOS also uses a Central Issuance process to issue Restricted and Special Handling/Undercover licenses at TDOS Headquarters. The Restricted License and Handgun Carry Permit process begins in a DSC where a digital image and signature are obtained and kept on a temporary file for retrieval at Headquarters for final issuance. Centrally issued VIP/Undercover licenses are processed and issued from Headquarters using the same process utilized at DSC.

Additional background information detailing current business operations and issuance activities is provided as reference material in Attachment P.

A.3. General Scope of DL/ID/EI/HGCP Digitized Card Production System Project

The scope of the Digitized Card Production System project encompasses obtaining a new contract for a Digitized License System (DLS) which includes design and implementation of an Image Collection System (ICS), Card Production System (CPS), and Document Imaging/Scanning System. The scope of the project includes the following: (See Attachment L for a Glossary of frequently used acronyms and terms used within this contract.)

A.3.a. Image Collection System (ICS)

The Contractor shall:

1. Provide an ICS that will collect image data that is an accurate reproduction of the applicant's signature and portrait.
2. Provide ICS configuration that shall provide reasonably comfortable seated operation of all components involved in the applicant image collection process. Compliance with the Americans with Disabilities Act (ADA) regulations is required.
3. Provide functionality for ICS which includes automated controls to ensure quality of applicant image data, without increasing processing time in the Driver Service Center.
4. Upgrade ICS hardware and provide modifications necessary to integrate ICS hardware to Examiner Workstations (EW). The EW is the fully integrated workstation, including Tennessee Department of Safety (TDOS) Driver License Information System (DLIS) software. ICS equipment and software must be refreshed on a scheduled basis to remain consistent with modern technology upgrades with the Contractor providing an annual review of equipment needs. (See Section A.69 Hardware Refresh Plan)
5. Provide ICS software enhancements to accommodate EW upgrades, and ensure that the ICS will continue to integrate with any New Driver License Information System.
6. Provide training and documentation materials with regard to operation and maintenance of the ICS.
7. Provide for the transmission of signature and portrait to the State Enterprise Content Management (ECM) System, (currently FileNet P8 version 3.5 or its successors) along with automatically generated indexing information to aid in further retrieval (e.g. DL#, SSN, Name, Date of Birth, County, etc.). See Attachment F Office of Information Resources (OIR) Data Center to view the location of the State's ECM system, FileNet.
8. Provide a comprehensive repair and maintenance plan to include emergency repair service.

A.3.b. Card Production System (CPS)

1. Provide a CPS that will manufacture and deliver color photo Driver License/Identification /Handgun Carry Permits and Employee Identification (DL/ID/HGCP/EI) cards with security features, encoded 1-D and 2-D barcode. DL/ID cards must meet or exceed standards contained in the most current American Association of Motor Vehicle Administrator's (AAMVA's) Personal Identification – AAMVA North American Standard – DL/ID Card Design document and meet requirements set forth in the Final Rules and Regulations REAL ID Act of 2005 or its successors. TDOS reserves the right to reject specific standards set forth by AAMVA. Final card specifications will be mutually agreed upon by TDOS and the Contractor. EI cards should meet all standards, except security features and barcode.
2. The CPS must provide a real-time reporting system which can be queried to provide the status of card production.
3. Provide a mailing solution for DL/ID/HGCP cards that includes the delivery of completed DL/ID/HGCP cards to a U.S.P.S. facility at a maximum production time of three (3) Business Days from the time the document is ordered. A report must be produced in conjunction with TDOS by the Contractor to track this metric.
4. The CPS must provide quality controls for portrait, signature, data, and all facets of the final cards produced. Acceptable standards for quality control will be defined during the Detail System Design (DSD).

5. Produce DL/ID/HGCP/EI cards that are protected against counterfeiting, alteration of data, duplication of the entire document, and substitution of applicant's photo, and other fraudulent change or use.
6. Provide secure storage and accountability for the finished DL/ID/HGCP while in the Contractor's possession/control.

A.3.c. Document Imaging/Scanning System

1. Provide scanning system including hardware and software in a non-proprietary format to allow for the capture of source documents and applications.
2. The system must provide controls to allow the examiner to accept or reject images captured; adjust contrast and brightness levels, and crop image to adjust for various size documents.
3. Submission of captured images to the State Enterprise Content Management (ECM) System, (currently FileNet P8 v.3.5 or its successors), along with indexing information to aid in future retrieval of scanned documents (e.g. DL#, SSN, Name, Date, County, etc.).

A.4. Minimum Business Requirements

1. The Contractor shall produce all Tennessee Permanent DL/ID/HGCP documents at a Central Production Facility located inside the Continental United States.
2. The Contractor's solution shall produce the Interim DL/ID and capture a machine-readable Inventory Control Number (ICN), DL/ID Number and Transaction ID in less than one (1) minute for over-the counter (instant) issuance, once the workstation operator issued the command to print the Interim DL/ID.
3. The Contractor shall provide, install, and support all workstation applications, and all hardware provided to fulfill the requirements of this Contract.
4. The contractor shall provide, install and support a barcode reader solution that will be used to read, capture and transmit contents of the PDF417 barcode printed on the back of the DL/ID.
5. The Contractor shall comply with all requirements specified in the rules of the Real ID Act or its successors.
6. The Contractor shall comply with the State's Enterprise Information Security Policies found at <http://www.state.tn.us/finance/oir/security/secpolicy.html> and the TDOS Security Plan. The Contractor will be provided the TDOS Security Plan upon plan approval by the federal Department of Homeland Security.
7. The Contractor shall utilize SFTP for all bulk data transfers between the DLS and DLIS. Additionally, the Contractor is responsible for purchasing any necessary SFTP client licenses.
8. The Contractor shall complete Acceptance Testing, the Contractor's system shall perform successfully and error-free for ten (10) consecutive business days in a realistic environment that fully and accurately simulates the production DLS or in a manner that does not compromise the production database in accordance with the approved Acceptance Testing Plan.

A.5. Project Management

The State of Tennessee's Information Technology Methodology is tailored to encompass those processes and deliverables required to meet its goals and objectives and is based on the principles set forth by the Project Management Institute (PMI). As such, the Contractor will develop a Comprehensive Project management plan that will be used by the State and the Contractor to achieve the following:

1. Organize, prioritize, coordinate, integrate, and monitor project activities in order to deliver

- the required products (deliverables) within scope, quality, time, and cost constraints;
- 2. Effectively communicate in order to keep project staff, stakeholders, and executive sponsor management apprised of the status of project activities;
- 3. Implement and maintain quality assurance processes to ensure project products (deliverables) fulfill requirements and standards;
- 4. Manage and control risks to the project that may impact its success.

The Contractor will be responsible for performing all project management activities, including those of any subcontractors, and should direct all required reports and project updates to the designated TDOS Executive Project Director and to the Project Manager(s) appointed by TDOS. In addition, the Contractor will be responsible for providing status reports and responding to informational requests.

A.5.a. Comprehensive Project Management Plan

The Contractor will provide TDOS with a Comprehensive Project Management Plan which will include the following:

- 1. Project Definition
- 2. Management Approach
- 3. Milestones and critical management checkpoints/reviews
- 4. Work Breakdown Structure (WBS)
- 5. Project Schedule -Gantt Chart
- 6. Project Management and Approval Plan as discussed in Section A.9
- 7. Assumptions
- 8. Constraint
- 9. Risk Register
- 10. Process for Tracking Issues/Action Items (Issue Log)
- 11. Final Acceptance Processes and Criteria
- 12. Stakeholder sign-offs
- 13. Included as Attachments to the Comprehensive Project Management Plan will be the:
 - a) Master Project Work Plan
 - b) Communication Management Plan
 - c) Quality Management Plan
 - d) Risk Management Plan
 - e) Resource Management Plan

The Contractor shall submit a final project plan for TDOS' approval no later than thirty (30) calendar days after contract start date.

A.5.b. Draft Master Project Work Plan

The Contractor will provide a high-level Project Work Plan and schedule that includes all known tasks, duration estimates, activity dependencies, and resource loading for the duration of the project, including the critical path time line. The draft project work plan will be reviewed and updated by both the State team and the Contractor during a Project Kick-Off session. Once approved in writing by the State, the resultant Master Project Work Plan will be maintained by the Contractor, with any required assistance from the

State Project Manager throughout the remainder of the project. The Contractor must use Microsoft Project version 2003 (or later) as the project management tool.

A.5.c. Communications Plan

The Contractor will develop a Communication Management Plan that must be approved in writing by the State, as part of the Comprehensive Management Project Management Plan in order to maintain positive and continuous communications regarding project activities with project staff, stakeholders and executive sponsor management. The Contractor will provide effective communications in various ways, to include Weekly Status Reports and twice-monthly Project Steering Committee meetings as described below:

1. Project Steering Committee (PSC) Oversight. The State's PSC provides executive-level guidance for the project. This committee consists of the Project Sponsor and other senior business and technical representatives. The PSC will evaluate the project at critical checkpoints, which includes those currently part of the Project Management Plan and any other defined by the State. The evaluation will consider information from project management and technical groups supporting the project. Quality Assurance assessments will be presented during the PSC for review. PSC approval is required for any changes to the project scope or schedule as well as Contractor personnel changes.
2. Narrative Project Status Report and PSC Presentation. The Contractor will make a twice monthly presentation to the PSC to include details of the progress of the project, identifying key ongoing and upcoming activities of the project, as well as issues and items needing PSC attention. The PSC may request unscheduled reports from the Contractor to address specific concerns related to the project status. One (1) face-to-face meeting per month will be required, with the other meetings taking place via teleconference.
3. Weekly Status Meeting. The Contractor will conduct a one hour status meeting at least once a week (in person or via conference call) in order to fully review key accomplishments and milestones, upcoming items, action items and issues with start and end dates. It will also include simple project metrics. Minutes from the meeting will be delivered to the project team within two (2) business days.
4. Weekly Status Report. The Contractor will provide an electronic report weekly, or more frequently if requested by TDOS, showing the status of outstanding project task. The status report will be used to measure and monitor implementation progress and change requests.

A.5.d. Project Quality Management Plan

The Contractor will provide a Quality Management Plan that must be approved in writing by the State. The plan must be maintained throughout the project with maintenance responsibility being shared between the Contractor and the State Project Manager. The plan will show both State and Contractor respective responsibilities and planned activities regarding project quality and must cover the following topics:

- I. Project quality objectives and the metrics needed to assess progress toward those objectives. Each identified metric will be fully defined in terms of:
 - a) Purpose and expected use;
 - b) Definition of data elements used in the metric;
 - c) Collection, calculation, and reporting method, schedule, and responsibility;

- d) Standards to be used in the project (these may be references to external documents).
- II. Quality control activities to be performed by the Contractor prior to submitting deliverables for State acceptance.
- III. Other quality management activities such as Contractor self-assessments and project defect reporting and resolution processes;
- IV. How the quality control and assessment activities will be documented and reported for State review.

The Contractor will schedule tasks and resources in the project Work Plan to accomplish the Quality Management Plan's defined activities. The Contractor will obtain State approval of the Quality Management Plan. The Contractor will keep the Quality Management Plan up to date with current activities and responsibilities.

The Contractor will be fully responsible for the quality (completeness, correctness, and usability) of all deliverables. The Contractor will verify the quality of each deliverable before submitting it for State review and approval. By submitting a deliverable, the Contractor affirms that, to the best of its knowledge and understanding at that time, the deliverable meets State acceptance criteria. The Contractor will correct all deficiencies in deliverables as, reported in writing and as required by the State.

The State will review deliverables to determine their fitness for use. The State will complete its review and provide review results in writing to the Contractor within ten (10) business days (or less, whenever possible) following the date the Contractor submits the deliverable to the State for review. If the State finds deficiencies in deliverables, it will formally communicate them in writing to the Contractor but will not develop the specific changes that would correct them. The Contractor will correct all such deficiencies and resubmit corrected deliverables for review (which begins a new ten (10) business day review cycle). All deliverables must be approved in writing by the State to be considered final. If subsequent reviews are required, the State expects the review to cover only those areas that required correction. The State also expects the Contractor to correct identified deficiencies in deliverables the first time and therefore multiple review cycles for deliverables would not be required.

The Contractor will provide project quality objectives and the metrics needed to assess progress toward those objectives. Each identified metric will be fully defined in terms of purpose, expected use, Definition of data elements used, collection, calculation, and reporting method, schedule, and responsibility.

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

A.5.e. Risk Management Plan

The Contractor will provide a risk management plan that must be approved in writing by the State. The plan must be maintained throughout the project with maintenance responsibility being shared between the Contractor and the State Project Manager. The plan will show both State and Contractor respective responsibilities and planned activities regarding project risk and must cover the following topics:

- I. Risk Identification — The Contractor will work with the state project manager to identify potential project risks, their probability and impact to the overall project.

- II. Risk Response — The Contractor will work with the state project manager to develop options and actions to enhance opportunities, and to reduce threats to project objectives.
- III. Risk Register – The contractor will develop and maintain, with the assistance of TDOS Project Managers, a document to monitor initial and ongoing risks identified during the project.

A.5.f. Project Resource Management Plan

As part of the Management Approach of the Comprehensive Project Management Plan, the Contractor will identify the project team, both State and Contractor, with the creation of an organizational chart. A detailed description of how the Contractor will organize, deploy, and administer the project team will be included. All task assignments that require a State resource identified by the Contractor will only be assigned through the functional manager of that resource. The Contractor will not be allowed to assign tasks directly. Resource loading for each task must reflect Contractor and State staff, tasks, and schedules. The Comprehensive Project Management Plan must be approved in writing by the State.

A.6. Contractor Project Manager

The Contractor's Project Manager will be available to TDOS by phone or e-mail through Full Implementation and attend all project status meetings (In person or by phone).

Once the Digitized License System (DLS) has been accepted by TDOS, the Contractor must provide a full time Operations Manager that will be responsible for overseeing the operations of the card production process and for being TDOS' primary point of contact for any issues and items requiring escalation. Once the DLS has been accepted by TDOS, the Contractor's Operations Manager is expected to be engaged full-time throughout the Contract Term. The Contractor's Operations Manager shall be available after hours and shall provide TDOS up-to-date emergency contact information, including but not limited to, home telephone number and cellular telephone number, in the event that TDOS needs to contact the Contractor's Operations Manager for critical issues that require attention outside of the Central Production Facility's hours of operation. The Contractor's Operations Manager shall represent the Contractor and provide coordination on any enhancements and change requests that are submitted by TDOS.

A.7. Implementation Project Staffing Management

The Contractor is responsible for maintaining the necessary level of staff to produce the mandatory output level.

The Contractor shall provide a staffing plan during the project kick-off meeting that, at a minimum:

1. Identifies roles, responsibilities and availability for all project staff including subcontractors.
2. The assigned project manager and senior architect shall be engaged full time on this project from kick-off until Full Implementation of the Digitized License System by TDOS.
3. Provides no changes of key project staff will be made without prior written consent of TDOS excluding personnel who have terminated permanent employment.
4. Requires key project personnel not located at TDOS headquarters office, to be accessible by phone or email and respond within two (2) hours during regular business hours.
5. Shall provide documentation that background checks have been conducted on each individual staff member consisting of, but not limited to criminal history, and driver license search, as well as any requirements stipulated by the Real ID Act or its successors.

A.8. Project Schedule Requirements

TDOS requires the Contractor to develop a project schedule utilizing a project tracing tool that shall be transferable into and compatible with the TDOS tracking tool, Microsoft Project version 2003 or later.

The Contractor shall begin issuing DL/ID/HGCP cards no later than one (1) year from the contract start date.

The Contractor shall also provide TDOS with fully functional document scanners and barcode readers no later than one (1) year from contract start date.

A.9. Project Deliverables

The Contractor shall provide the following deliverables:

1. The Project Management and Approval Plan will be jointly developed with TDOS with the understanding that due dates will be determined during schedule development portion of the project planning meetings.
2. Submit specifications to TDOS for approval including, but not limited to, the following:
 - a. Software and architectural design specification(s) for all functions, reports, and interfaces identified in this Contract that are the responsibility of the Contractor.
 - b. Technical specifications on all Contractor provided Hardware, including, but not limited to cameras, printers, peripherals, bar code readers, scanners, and spare equipment. The manufacturer's technical specifications may be relied upon to satisfy this requirement.
 - c. Detailed DL/ID design specifications for the approved Interim and Permanent DL/ID documents. The DL/ID design specifications shall provide a comprehensive explanation of all elements of the DL/ID including, but not limited to, physical construction, document contents, 2-D barcode specifications and data/field mapping, physical layout, applied and built in security features, document templates, and any other relevant details on the Interim and Permanent DL/ID documents.
 - d. Specifications on the Contractor's Central Card Production Facility. This specification shall contain details on relevant details on the configuration and operating procedures for the Central Card Production Facility including delivery of Permanent DL/IDs.
3. The Contractor's disaster recovery and business continuity plans for providing disaster recovery and business continuity responsibilities in incidents that occur at a DSC location as specified in Section A.70.
4. Disaster Recovery and Business Continuity Plans for the Central Card Production Facility as specified in Section A.70.
5. Comprehensive Security Plans as specified in Section A.58 and A.58.a-b.
6. Training and Documentation Plan as specified in Sections A.60 through A.65.d.
7. Supply Requirements as specified in Sections A.45 through A.56.
8. Maintenance and Helpdesk Support Plans as specified in Sections A.67 and A.68.
9. Hardware Refresh Plan as specified in Section A.69.
10. Testing, Delivery, Installation and Test Scripts Plans as specified in Sections A.72 through A.74.a.
11. Document and submit specific functions, designs, processes, procedures, overrides, or methodologies that require joint development with TDOS for approval by TDOS.

12. Report Development as specified in Sections A.59 and A.59.a-h.
13. Document and submit architectural documents, flowcharts, models, site surveys, interactions and interfaces between systems and other technical renderings to TDOS for approval.
14. Coordinate meetings with TDOS Project Manager to acquire information and resolve issues when necessary.
15. Meet delivery requirements when specified. Where time frames are specified for deliverables, calendar days are to be applied. If due date falls on a weekend or holiday, the deliverable is due on the following business day.

A.10. Service Level Agreement

The Contractor and TDOS will jointly develop a Service Level Agreement (SLA) plan that will define the services, jobs, frequencies, and measures that will be applied to assure that the Contractor performance meets or exceeds TDOS expectations during the contract term. Specific agreed upon criteria between the Contractor and TDOS will be finalized during contract negotiations. Date and time parameters set forth by the State in A.3. , A.4. , A.5. , A.6. , A.7. , A.8. , or any other subsequent provision shall not be negotiated. The Contractor will provide a plan for reporting to and notifying TDOS regarding compliance with the SLA. The SLA must include, but is not to be limited to the following:

1. Management Approach
2. Production Support
3. User Support
4. System Support-Modifications and Enhancements
5. Risk Management
6. Quality Assurance
7. Repair and Maintenance

A.11. Site Survey

The Contractor shall complete and document a Site Survey of each TDOS Driver Service Center and County Clerk Office. The survey report to TDOS Project Manager will include recommendations on necessary changes to accommodate equipment installation. The Site Survey schedule will be developed by the Contractor and approved by TDOS. All Site Surveys shall not disrupt DSC and County Clerk operations and shall occur during normal DSC operating hours.

A.12. Equipment Models

The Contractor shall provide to TDOS a minimum of nine (9) full-scale model Capture Workstations and all other equipment that accurately represents the footprint and cubic dimensions occupied by the proposed equipment. The models should be constructed of a lightweight material (i.e. foam or 2-dimensional cardboard) that will allow for easy transport to TDOS Driver Service Centers for space assessment purposes. The models shall be delivered to TDOS within 30 calendar days of contract signing.

A.13. Tennessee DL/ID Documents

TDOS desires to standardize and develop requirements that are common to both the Interim and Permanent DL/ID to aid in efficiencies and economies of scale, ensure the integrity and authenticity of its Documents and, where technically possible, meet the requirements of AAMVA Driver License Agreement (DLA) and/or state requirements. Requirements that are general in nature and common to both Interim and Permanent documents are contained in the section.

Some requirements in this section reference the most current AAMVA DL/ID Card Design Specifications. The referenced specifications can be obtained at:
<http://www.aamva.org/aamva/DocumentDisplay.aspx?id={6B1585D2-1BCE-4F77-A8CD-BDD325139972}>

The Contractor shall maintain and provide to TDOS an updated and complete sampling of all Documents comprised of the most recent versions of Interim and Permanent Documents for the life of the Contract. The sampling must be updated and provided to TDOS prior to the issuance of any revised Interim and Permanent Documents.

A.14. Interim DL/ID Acceptance Testing

The Contractor shall submit to TDOS after the final design is completed, a sample set of the approved Interim DL/ID document for testing purposes which shall consist of 200 Documents per sample solution. If special tools are required for testing, the Contractor must also provide ten (10) sets along with detailed instructions for using the tools. Submitted tools and samples will not be returned and will be retained by TDOS and the third party testing consultant.

All Documents submitted must all be produced from the same production run to ensure consistent test results. Each document shall be numbered with a 9-digit sequential DL/ID number and with an Inventory Control Number (ICN).

A.15. Permanent DL/ID Acceptance Testing

The Contractor shall submit to TDOS after the final design if completed, a sample set of the approved Permanent DL/ID document for testing purposes which shall consist of 400 Documents per sample solution. If special tools are required for testing, the Contractor must also provide ten (10) sets along with detailed instructions for using the tools. Submitted tools and samples will not be returned and will be retained by TDOS and the third party testing consultant.

Permanent DL/ID samples must be submitted for testing and pass a full battery of security and durability tests as recommended in American Association of Motor Vehicle Administrator's (AAMVA's) Personal Identification –AAMVA North American Standard – DL/ID Card Design 2009, Annex E. Document samples will be tested and at least one (1) proposed solution must be certified by a third party testing consultant, as meeting or exceeding the Permanent DL/ID testing requirements.

All Documents submitted must all be produced from the same production run to ensure consistent test results. Each document shall be numbered with a 9-digit sequential DL/ID number.

A.16. Quality Assurance Plan

Quality assurance standards will be jointly agreed upon by the Contractor and TDOS. Throughout the Contract term, TDOS will conduct periodic quality assurance audits at least once every other month on all aspects of product deliverables including, but not limited to:

1. Document print quality
2. Color spectrum ranges
3. Barcode readability
4. Document Construction
5. Delivery timeframes of Documents and Consumables
6. DL/ID and Document Carrier quality and accuracy

TDOS will notify the Contractor in writing when quality assurance thresholds are not being met. It shall be the Contractor's responsibility to acknowledge the notification within 25 hours and provide a plan to remedy the deficiency.

The Contractor's response will include a description of the process for conducting Quality Control and Quality Assurance for the entire Contract term.

A.17. Document Issuance

Applicants currently seeking a Tennessee DL/ID are issued Documents through a variety of processes such as over-the-counter, centrally issued special handling, and self-service channels. It is TDOS' objective to centralize the process for issuing Permanent DL/ID. As a result of centralization, applicants for a DL/ID will receive an immediate over-the-counter Interim Document followed by a centrally issued Permanent Document; HGCP applicants will receive a receipt followed by a centrally issued permanent document.

A.18. DL/ID Change Control

If the Contractor desires to change any component (material and equipment) used to produce the Interim or Permanent DL/ID during the Contract Term, the Contractor will notify TDOS prior to making the change. In order to maintain consistency and ensure that the Interim and Permanent DL/ID produced as a result of change will meet qualification standards, TDOS may require that the Contractor, at its own expense, submit sample Interim and Permanent DL/ID for testing. The samples must be fully tested following TDOS' then effective testing standards and receive a passing rating from a suitable independent laboratory approved by TDOS.

A.19. DL/ID Document Template

The Contractor will assist TDOS by designing a variety of DL/ID/HGCP standardized template formats which will facilitate changes and additions to the DL/ID/HGCP over the Contract Term at no additional charge. Document templates will be developed and provided so that they can be used interchangeably with both the Interim and Permanent DL/ID/HGCP. Template features common to both the Interim and Permanent DL/ID/HGCP are further described herein. Variable features specific to the Interim and Permanent DL/ID/HGCP are further defined within the respective sections. TDOS and the Contractor will mutually agree in writing on the final design of all Documents. Initial document template designs shall be provided within 60 calendar days of contract the contract start date and final template will be due on a date as agreed upon by TDOS and Contractor.

A.19.a. Template Contents

There are currently sixty-eight Document types (See Attachment G Current Card Formats) defined by class and type with a variety of variables within each type including, but not limited to, age, organ donor, expiration period, and driving limitations. Interim and Permanent Documents shall conform to the current AAMVA DL/ID/HGCP Card Design Specifications, and as it may be subsequently amended (hereinafter the "most current AAMVA DL/ID/HGCP Card Design Specifications"), as well as the following TDOS template requirement.

1. A variety of portrait locations, "logo-headers," font sizes, styles and colors, background textures and colors in the text area, and a choice border/border colors for the portrait, log-header and text.
2. Other design elements across formats types, such as indicators for organ donors, medical conditions, etc.
3. Selected data fields printed in color, variable sizes, and fonts for enhancement as specified by the TDOS.
4. Must use small print size which maintains card legibility while increasing layout design flexibility.
5. The color image portrait of the applicant on the front of the DL/ID card must be clearly visible.

6. Phrases such as "Under 18 until (MM/DD/CCYY)" or "Under 21 until (MM/DD/CCYY)" on the face of the Document as specified by the TDOS. Phrases shall be in a different bold font and color that is readable in low light conditions.
7. Document colors will be approved in writing by TDOS during the Document design process. The Contractor shall provide a quantity of 50 gamma charts, annually, illustrating the range of minimum to maximum spectrums of each selected color that shall be maintained.
8. Graphics determined by DL/ID type.
9. Variable backside printing, with printed information unique to the cardholder which will be determined as a logical result of data entered by the examiner.
10. Ability to produce a card without a portrait, substituting a symbol and or phrase such as "valid without photo".
11. State indicia and/or branding elements such as defined by TDOS.
12. Document Revision Date
13. Inventory Control Number
14. Other critical data that will be defined by TDOS or as required by federal or state legislation prior to implementation.

Attachment H contains a sampling of some of the basic card types TDOS currently produces.

A.20. Document Contents

The Interim and Permanent DI/ID contain common elements in the form of variable text and images that include the following specifications:

A.20.a. Applicant Data

Data specific to the Applicant used to personalize the Document will be provided via an interface from the DLS to the DLIS. The data requirements include, but are not limited to, the following:

1. All data elements as defined in the most current AAMVA DL/ID Card Design Specifications as mandatory.
2. Any additional data elements defined by TDOS during the Document design. See Attachment I for a list of current data elements, restriction codes, and endorsement codes currently used on licenses.
3. An indicator mutually agreed on between TDOS and the Contractor if the Applicant has chosen to be an organ donor.
4. An indicator mutually agreed upon between TDOS and the Contractor if the Applicant has a medical condition.

A.20.b. Facial Image

An "above the shoulder" quality color facial Image of the Applicant with the following minimum requirements:

1. Height: minimum of 25 millimeters (.98 inches) and maximum of 40 millimeters (1.57 inches).
2. Width: minimum of 22 millimeters (.86 inches) and maximum of 35 millimeters (1.38 inches).

3. Exact dimensions of the facial Image will be approved by TDOS during Document design.
4. Characteristics of the facial Image shall comply with Annex A, Card Design, in the most current AAMVA Personal Identification –AAMVA North American Standard – DL/ID Card Design document.

A.20.c. Digital Signature

The Applicant's digital signature with the following minimum requirements:

1. The signature shall be a smooth reproduction of the Applicant's signature and should not be jagged in appearance.
2. Orientation of the signature will be approved by TDOS in writing during Document design.
3. Characteristics of the digital signature shall comply with Annex A, Card Design, in the most current AAMVA Personal Identification –AAMVA North American Standard – DL/ID Card Design document.

A.20.d. Barcode

Two-Dimensional (2-D) barcode defined as follows:

1. The 2-D barcode shall meet all technical and functional requirements in the most current AAMVA Personal Identification –AAMVA North American Standard – DL/ID Card Design Annex D Mandatory PDF Bar Code specifications document.
2. The 2-D barcode area should be located in Zone V on the back of the DL/ID as defined in the most current AAMVA DL/ID Card Design Specifications.
3. The maximum width of the PDF417 symbol shall be 75.565 mm (2.975").
4. The maximum height of the PDF417 symbol shall be 38.1 mm (1.50")
5. The barcode shall contain the minimum mandatory data elements as required in Annex D, Mandatory PDF417 Barcode Requirements, as defined in the most current AAMVA DL/ID Card Design Specifications data elements.
6. The barcode shall contain minimum mandatory data elements as defined in the final rules of the Real ID Act of 2005 or its successor(s).
7. All mandatory barcode data elements shall be unencrypted.
8. TDOS reserves the right to add encrypted data to the barcode as optional data elements.
9. The Contractor shall develop a barcode that meets open standard requirements enabling encrypted and unencrypted data and/or images to be read with standard, non-proprietary 2-D barcode scanners.
10. The final content of the 2-D barcode will be jointly agreed upon by TDOS and the Contractor.

A.21. Interim Document Specifications

The interim document shall closely resemble the Permanent DL/ID generated from the central issuance process and may be folded to meet size requirements. Immediate over-the-counter Interim Documents will be printed on security paper that utilizes colored and other security features.

TDOS requires an Interim Document to be produced that has a minimum validity period of thirty (30) days for most DL/IDs to a maximum of a ninety (90) day validity period for restricted driver licenses.

The Contractor must provide the software used to print the Interim Document. The Contractor software must integrate with the DLIS to retrieve the appropriate demographic data and produce the Interim paper document. An image copy of the document must also be stored in the State's ECM system.

A.21.a Interim DL/ID Security Features

All security features used to produce the Interim document shall make it virtually impossible to accurately counterfeit or alter in an undetectable manner. Final document security features will be developed during the document design phase. All features will be cost efficient given the limited length of validity for these documents. Additional requirements are outlined in Sections A.22 and A.22.a-h.

A.21.b Method to Distinguish between Interim and Permanent Documents

TDOS and the Contractor will mutually agree upon a method to distinguish the Interim Document from the Permanent Document during the design phase.

A.22. Interim DL/ID Construction

TDOS will determine the final design and content of the Document during the design. Features explicit to the Interim DL/ID are identified herein. Additional features common to both the Interim and Permanent DL/ID have been identified in Sections A.20 and A.20.a-d.

The following attributes describe the minimum construction requirements for the Interim DL/ID:

A.22.a. Material

The Interim DL/ID will be produced on secured paper or a secured paper composite (predominately paper, hereinafter referred to as paper) that is tamper resistant, containing features either incorporated during the papermaking process or surface treatment that readily reveals attempts to alter the document. The Contractor may use proprietary paper unique to its operation. Results of intentional and deliberate tampering should be apparent and distinguishable from normal wear and tear. Security features defined in Document Design phase and should be applied to the Interim Document in such a manner that the integrity and authenticity of the Document is maintained for its intended life expectancy of up to 90 calendar days. Production of the Interim Document should be an integrated one-step process to prevent deconstruction of security and secured paper features.

In addition, the secured paper shall:

1. Contain a security background created through the use of colored and/or non-colored features.
2. Be manufactured with features that are difficult or costly to accurately duplicate.
3. Contain human and machine-readable Inventory Control Number (ICN) that is pre-printed on the secured paper to uniquely identify the Document. Printers with automatic feed should be used to produce an Interim Document.
4. Not be readily available on the open market.

A.22.b. Size

The secured paper shall conform to standard printer size; however, it shall be perforated for a clean cut so that the Interim DL/ID may be easily and quickly extracted without damaging or tearing the Document. The outside dimensions of the Interim DL/ID should closely approximate the Permanent DL/ID as defined in the Permanent DL/ID

Requirements Section A.24.b. The Document may be folded to conform to the size requirement ensuring that all critical data and Images are legible and conspicuous.

A.22.c. Color

The color of the secured paper should allow for clear interpretation of all applied features, text, and Images in normal light conditions. In addition, the color should not detract from readability in low light conditions such as when read by law enforcement at night or in a building with limited illumination. The color of the paper should not deteriorate or deter the ability of to read the DL/ID under normal wear and tear within its 90-day life expectancy. Colors applied to the paper for Document Images and text should be maintained within the limits of the gamma spectrum for its maximum 90-day life expectancy.

A.22.d. Ink

The type of ink used in the development of the Interim DL/ID depends on the printer that is used in printing the Document. The ink and paper should be compatible with the proposed printer so that, if using an ink jet printer, the paper absorbs the ink and does not bleed; and if using a laser jet printer, the heat should not degrade the quality of the paper and the toner should permanently adhere to the paper surface. All text and Images should be clear and distinct for the 90-day life expectancy of the Document,

A.22.e. Durability

Durability for the Interim DL/ID is as follows:

1. The Interim DL/ID shall maintain full serviceability for a period of up to ninety (90) calendar days. The Contractor shall replace any Interim DL/ID that does not maintain ninety (90) day serviceability at no cost to the State of Tennessee or the DL/ID holder. It is the desire of TDOS that the Interim DL/ID data and Images retain legibility and readability during its 90-day lifecycle The Document shall be designed with built-in obsolescence after the initial 90 days to thwart opportunities for fraud and counterfeiting.
2. The Interim DL/ID shall remain intact with the facial Image, signature, 2-D barcode, and all printed material legible for its 90 day life expectancy.
3. The paper shall not be so durable and resilient that altering of the Document is encouraged or viable. If the printed Document is too durable, it could be re-circulated as a valid Interim Document for an extended period of time.

A.22.f. Quality

Interim Document consumables, at time of use, shall be of current, high quality stock and should not exhibit any sign of degradation or compromise to the quality and features of the secured paper. If quality of consumables is deemed unacceptable, TDOS will return the stock in exchange for new stock inventory at no charge to TDOS. The Contractor will assume responsibility and expense for destroying unusable consumables that are returned so that they a rendered absolutely useless.

A.22.g. Text and Images

Pre-printed and variable text and Images will be included on both the front and backsides of the Interim Document.

1. Pre-printed text includes, but is not limited to, instructions for perforating the DL/ID, care of the secured paper, legal text pertaining to DL/ID possession, TDOS-specific information and machine-readability Inventory Control Number (ICN) unique to each Document. Specific text will be determined by TDOS during Document design.
2. Additional variable data requirements common to the Interim and Permanent DL/ID are defined in Sections A.20 and A.20.a-d, Document Contents.

3. Document revision date.
4. Other critical data as defined by TDOS and agreed upon during the design phase.

A.22.h. Voter Registration Receipt

In addition to pre-printed and variable data, the secured paper used for the Interim DL/ID shall include a voter registration acknowledgment. TDOS is not registering Applicants to vote but providing a "receipt" to the Applicant indicating the election to start the voter registration process. An indicator will be sent from the DLIS to the DLS, the result of which should be reflected on the receipt", preferably a perforated tear-off portion. TDOS and the Contractor will determine the information and format during the Document design process.

A.23. Permanent DL/ID/HGCP Specifications

Features explicit to the Permanent DL/ID/HGCP are identified herein. Additional Features common to both the Interim and Permanent DL/ID/HGCP have been identified in Sections A.20.a-d. The Permanent DL/ID documents shall meet all or exceed Real ID Act, or its successors', rule requirements and standards contained in the most current AAMVA DL/ID Card Design document. Upon approval by the U.S. Department of Homeland Security (DHS) that Tennessee DL/ID documents meet REAL ID or its successors' minimum standards DHS will authorize the placement of a DHS approved security marking indicating Tennessee's DL/ID is either materially compliant or fully compliant and/or wording signifying acceptability of use for federal identification purposes on Tennessee's compliant driver license/identification cards. The Contractor shall reference the most current AAMVA DL/ID Card Design Standard document for these DHS compliance indicators and add the indicators once the State has received approval by DHS.

TDOS will also issue non-compliant Permanent DL/ID documents to residents who are not eligible to be issued a REAL ID compliant driver license or identification card. Such documents shall state on the face and in the barcode that the documents are not acceptable for federal identification purposes and shall have a unique indicator for such licenses. The final design and labeling for DL/ID/HGCP cards shall be determined during the card design phase.

TDOS also requires the issuance of a legacy DL/ID to meet the needs of certain applicants. These applicants are those applying for a renewal or duplicate of their current license but are not yet required to obtain neither a compliant nor non-compliant DL/ID card as described above.

As a result of the latter requirement the Contractor will be required to ensure the State is able to produce DL/ID cards that contain one of the three distinct styles, compliant, non-compliant, or legacy.

A.23.a. Permanent DL/ID/HGCP Security Features

The security features must provide maximum resistance to counterfeiting, alteration, substitution, and creation of fraudulent documents. At a minimum, the Contractor shall provide the following security features contained within the most current AAMVA DL/ID Card Design Specifications:

1. At minimum four (4) AAMVA-required security features that cover all four (4) threat types as defined in the most current AAMVA DL/ID Card Design Standard document. The security features must cover all for threat types at Level 1, and all four threat types at Level 2. (Also see current AAMVA DL/ID Card Design Standard document for Level 1 and Level 2 definitions) It is acceptable to split the four (4) security features unevenly between levels 1 and 2.

Level 3 security features, document discriminator, nor 2-D bar code can contribute to the minimum four (4) features and threat type coverage.

2. The minimum security features and DHS compliance indicators required by the final rules and regulations of the Real ID Act 2005 or its successor(s).
3. Two (2) security features from category 1 and two (2) security features from category two (2) that address the threat types of substitution and cannibalization and meet the following levels of inspection for a total of four (4) additional security features:
 - a. Category One includes Level 1 security features.
 - b. Category Two includes Level 2 security features.
4. At least one (1) covert security feature that must be personalized and applied to the Document when it is created. Covert security features are those identified as requiring Level 3 inspection and knowledge of this feature must be limited to very few people on a need to know basis.

A.23.b. Transaction Security Requirements

The Inventory Control Number (ICN) and Transaction ID, captured at the time the Interim DL/ID is printed will be sent to the DLIS. The Transaction ID, concatenated with other data elements defined by TDOS during Document design will be used as the Document Discriminator as defined in the most current AAMVA DL/ID Card Specifications. The Transaction ID will be embedded in the 2-D barcode.

A.24. Permanent DL/ID Construction

TDOS will determine the final design and content of the Permanent DL/ID Document during document design. Features explicit to the Permanent DL/ID are identified herein; Additional features common in both the Interim and Permanent DL/ID have been identified in Sections A.20 and A.20.a-d.

The following attributes describe the minimum construction requirements for the Permanent DL/ID:

A.24.a. Material

The DL/ID/HGCP shall meet at minimum meet the following card stock requirements:

1. Card stock must be UV dull or possess a controlled response to UV, such that when illuminated by UV light it exhibits fluorescence distinguishable in color from the blue used in commonly available fluorescent materials.
2. The card stock must use suitable materials that provide for a highly durable card stock that can survive, at least, an eight (8) year card life.
3. If the card stock is a multi-layered structure, there must be adequate adhesion and tamper evident properties to protect the personalized data and security features contained in the card.
4. The card stock must provide for the highest clarity for information applied.
5. External surfaces of the cards must be printed using recognized security printing methods to resist duplication or facsimile reproduction by commercially available product.
6. The card must bear a security background pattern designed to be resistant to counterfeiting by scanning, printing or copying.
7. Cards must be produced on serialized card stock.

A.24.b. Card Size

Size requirements for the Permanent Document shall be in conformance with ISO/IEC7810 ID-1 standards as referenced in the most current AAMVA DL/ID/HGCP Card Design Specifications as follows:

1. The DL/ID/HGCP material core and finished DL/ID/HGCP, with or without laminate or coating, shall be a minimum of 79.375 mm (3-1/8 inches) wide x 47.625 mm (1-7/8 inches) high.
2. The thickness of the finished DL/ID/HGCP with laminate or coating shall be 7.62 mm (.030 inches), (+ or - .0762 mm or .003 inches).
3. The outside dimensions of the finished DL/ID/HGCP shall be 85.725 mm (3-3/8 inches) wide x 53.975 mm (2-1/8 inches) high.
4. Corners of the DL/ID/HGCP Document should be rounded with a radius of 3.175 millimeters (0.125 inches).

A.24.c. Color Durability

The color digitized photograph on the Permanent Document shall remain stable and survive intact under conditions of strenuous wear and tear. The photograph shall not significantly deteriorate or discolor during the eight (8) year life of the Document, nor shall the printed matter deteriorate or become illegible. Colors applied to the material for Document Images and text should be maintained within the limits of the gamma spectrum for the eight (8) year life of the Document.

A.24.d. Card Durability

Durability requirements for the Permanent Document, with or without laminate, are as follows:

1. The Permanent DL/ID/HGCP shall maintain full serviceability for a period of eight (8) years minimum. The Contractor will replace any Permanent DL/ID/HGCP issued that does not maintain eight (8) year serviceability, at no cost to the State of Tennessee or the DL/ID/HGCP holder.
2. Document durability will be tested and verified to meet AAMVA testing standards by an independent certified testing lab.
3. The Contractor will provide a 1-D and 2-D bar code on the DL/ID/HGCP card as a means of verifying the identity of the holder or the accuracy of data printed on the DL/ID/HGCP card. Information contained in the bar codes will be provided during the Detailed System Design phase.
4. The DL/ID card must contain a durable, writable surface on the back of the card to permit the applicant to write information, using a standard ink pen. The printed or written information on the back of the cards must not smear or dissolve over the required serviceable life of the card.
5. The Contractor will provide and implement CPS quality control measures.

A.24.e. Laminate

The laminate if used shall meet the following specifications:

1. The laminate shall cover the front and back of the Document in a manner that satisfies all security and durability requirements.
2. The laminate shall be compatible with the imaging material and Document security Images.
3. The laminate shall bond to the surface and show fracture of the facial Image and Document information if an attempt is made to remove the laminate.
4. The laminate shall be optically clear and not interfere with the scanning of the barcode.

5. If laminate is used, the Contractor shall secure the laminate, such as serializing and bar-coding laminate for protection of the raw stock, and ensure that all laminate remnants of the Permanent DL/ID/HGCP production process are destroyed.
6. The Contractor shall provide a full description of its methods for securing and protecting the laminate and Document stock, and its procedures for secure destruction of all remnants.

A.25. Permanent Document Processing and Mailing Requirements

The Contractor will be responsible for ensuring that Permanent DL/ID/HGCP are produced and securely delivered to a U.S.P.S facility according to the requirements defined herein.

The Contractor shall provide and support a mailing solution for preparing and mailing the DL/ID/HGCP/EI. The Contractor's system shall provide positive verification that each DL/ID has been properly processed through the mailing solution. TDOS reserves the right to conduct unannounced on-site inspections of both DL/ID ready for mailing and other aspects of the awarded Contractor's operation for quality control.

A.25.a. Permanent DL/ID Processing

The Contractor will be responsible for ensuring that Permanent DL/ID documents are produced and securely delivered to a U.S.P.S facility according to the requirements defined herein. The Contractor will provide and support a mailing solution for preparing and mailing the Permanent DL/ID. The Contractor's system shall interface with the DLS and/or the DLIS to provide positive verification that each DL/ID has been properly processed through the mailing solution. TDOS reserves the right to conduct unannounced on-site inspections of other DL/ID documents ready for mailing and other aspects of the Contractor's operation for quality control.

1. Permanent DL/ID Documents shall be produced, verified, sorted, affixed to a Carrier and delivered to a U.S.P.S. facility once the Applicant's record is released to the Contractor for processing. 98% of Documents shall be delivered to the U.S.P.S. facility within two (2) business days from the time the Applicant's record is released to the Contractor and 100% of Documents shall be delivered within three (3) business days from the time the Applicant's record is released.
2. The Contractor will provide and support a solution to handling special handling situations such as sending licenses overseas to military personnel.
3. Occasionally Documents will need to be delivered to TDOS in an accelerated timeframe and will be marked as special handling or high priority. TDOS will be responsible for special handling/high priority postage that has been authorized by approved TDOS personnel. This special handling and high priority processing Documents shall be delivered to TDOS or other location (s) designated by TDOS once the Applicant's record is released for processing. 98% of special handling and high priority processing Documents shall be delivered within one (1) business day from the time the Applicant's record is released to the Contractor and 100% of Documents shall be delivered within 2 business days from the time the Applicant's record is released to the Contractor.
4. Any documents returned by TDOS due to failing quality control standards will be returned to the Contractor for reprint and delivery. TDOS will not be responsible for the cost of reprinting documents that fail to meet quality control standards.
5. TDOS requires that the mailing process allow for the inclusion of additional mailing inserts as determined by the TDOS during the term of the entire contract.

6. An electronic file and web-based report indicating mailed, not mailed or destroyed Documents. The information to be provided on the report and in the electronic file will be determined during the design phase.

A.25.b. Mailing System Requirements

The Contractor shall be solely responsible for all functions with mailing the Permanent DL/ID and adhere to applicable current and future U.S. Postal Regulations. The Contractor should, at no cost to TDOS, accommodate any alterations as a result of changes in organization such as but not limited to: address changes, etc.

1. Pre-approved TDOS personnel shall have immediate inspection access to the Contractor's mailing system at any time it is staffed. The Contractor shall cooperate with any TDOS requests for audit of mailing system.
2. The Contractor shall provide a solution in order to validate that the correct DL/ID is being inserted into the mailing system process and to provide feedback indicating DL/ID mailing status. The mailing system shall provide solution that identifies each DL/ID that has been processed by the inserter and delivery of DL/ID to the U.S.P.S. Facility.
3. The mailing system shall attach the DL/ID to a TDOS designed template cover letter, subsequently called the Carrier. The mailing system solution shall do the following:
 - a) Affix the DL/ID to the carrier and insert them into a standard # 10 business envelope. No portion of the card shall be visible through the window.
 - b) Print name, address, and zip + 4 POSTNET 1-D Barcode on the Carrier according to the United States Postal Service standards and regulations. Address information shall be visible through a window envelope.
 - c) Print custom text messages on the Carrier as specified by TDOS.
 - d) Provide for positive matching of the DL/ID to the correct Carrier and the ability to compare the Applicant's information on the DL/ID with the corresponding information on the Carrier.
4. The mailing system shall eject defective or mismatched DL/ID and/or Carrier into separate collecting areas for later exception handling. The rejected card and/or Carrier shall be eliminated prior to entering the insertion area. All rejected DL/ID that cannot be rectified by the Contractor shall be turned over to TDOS personnel for disposition. Examples of rejected DL/ID include, but are not limited to,
 - a) DL/ID improperly matched with the Carrier.
 - b) DL/ID that does not match the TDOS supplied file of DL/ID to be mailed.
 - c) DL/ID specified by the DLIS to be diverted does not match.
5. The mailing system shall provide an electronic audit trail and printed report after the processing of each batch consisting of all DL/ID processed as well as rejected DL/ID.
6. The mailing system shall be capable of reading and writing fixed length records.
7. The TDOS address shall appear as the return address on the envelope used to mail the DL/ID.
8. The Contractor's solution shall affix all actual postage costs, as established by the United States Postal Service, and shall be paid by TDOS. All DL/ID shall be mailed at the best rate for barcode presorted First Class mail and the Contractor shall be responsible for ensuring that the best rates are realized.

A.25.c. Carrier Requirements

1. The DL/ID shall be firmly attached to the carrier so that the Document is not lost or do not become detached as it is processed for quality assurance checks and by the mailing process.
2. The DL/ID shall be affixed to the carrier for easy insertion into a standard # 10 window envelope.
3. The carrier should contain Applicant information such as name, mailing address, and zip + POSTNET 1-D Barcode on the carrier according to the United States Postal Service standards and regulations. The mailing address information shall be visible through a window envelope. Specific carrier format and text will be determined by TDOS during the design phase.
4. The carrier should allow for custom text messages to be printed by the Contractor's as specified by the DLS.
5. TDOS employees should be able to easily view the DL/ID for quality assurance and ensure that the Applicant's information on the carrier positively matches the DL/ID it contains.
6. A hardcopy shipping report should be sent with each package identifying the DL/ID contained in each batch. Specific elements will be defined during the design phase.
7. The Permanent DL/ID marked for Special Handling and High Priority shall be affixed to a carrier that can be mechanically inserted into an envelope and processed for mailing.

A.26. Workstations

TDOS will supply state owned Examiner/Operator Workstations (EW). The Contractor shall provide, install and support all Contractor installed hardware, software and peripheral equipment on workstations. The Contractor shall work collaboratively with TDOS in diagnosing any EW problems where the Contractor supplied equipment and software may be involved. In addition, should the Contractor believe the number of workstations to be installed at each DSC will not meet the Photo-First solution requirement, the Contractor shall recommend the quantity it believes will be necessary to adequately service each DSC.

A.26.a. Current Examiner/Operator Workstation Specifications

Platform I-2 Optiplex 755 minitower desktop, Windows XP Professional Edition, Intel Core2Duo dual-core processor E4500, 2.2 GHz, 2 MB full-speed Level 2 cache, Q35 chipset, 800 MHz front side bus (supports TPM 1.2), 250 GB 7200 RPM serial ATA fixed disk drive (dual drive capable), 2 GB DDR2 667 MHz RAM (expandable to 4GB) using two 1 GB modules, leaving two memory slots available, 16X DVD+/-RW SATA drive, Intel #3100 Graphics Media Accelerator providing up to 256 MB shared video memory (supports dual analog monitors with DVI-ADD2 card), 2 PCI low-profile slots, 1 PCI Express X16 graphics low-profile slot, integrated Broadcom Gigabit Ethernet adapter, 1 parallel port, 1 serial port, 9 USB (2.0) ports (2 front, 6 back, 1 internal), internal speaker, 105-Key USB keyboard, 2-button USB optical wheel mouse with scroll, 305 watt power supply, and four years' on-site parts and labor warranty.

TFT 19" Color Monitor

It is TDOS policy to periodically refresh the EW equipment and software. The Contractor shall support these ongoing efforts and make any changes required to Contractor-provided equipment and software to accommodate those changes.

A.26.b. Workstation Startup

TDOS requires all system components be fully online and ready to process an Interim DL/ID within five (5) minutes from the Workstation being turned on from a cold start. Any Contractor software installed must support the startup requirement.

A.26.c. Workstation Shutdown

All system components shall not take longer than five (5) minutes to shutdown at the end of the day. Any Contractor installed software must support the TDOS shutdown requirement.

Most TDOS Driver Service Centers have limited counter space to house workstations and peripheral equipment, so the Contractor must use space saving designs where possible.

The following electrical equipment specifications shall adhere to:

1. All electrical equipment shall operate on a regular 110 volts, 60 cycle AC, equipped with a grounded plug, and meet Underwriter Laboratory electrical.
2. All electrical equipment provided by the Contractor will include sufficient surge protection manufactured to meet the transient over voltage protection of the American National Standards Institute/Institute of Electrical and Electronic Engineers (ANSI/IEEE) C62.41-1991 standard.
3. The Contractor shall provide an uninterruptible power supply (UPS) for equipment that could be potentially damaged or lose data as a result of sudden loss of power.
4. The UPS shall include an audible alarm to indicate low battery power for when the battery needs replacement.
5. The Contractor shall be responsible for all preventative and corrective maintenance of UPS and surge protectors.

A.27. Contractor Supplied Software

1. The Contractor shall supply all software required to capture images, cache data, and print secure documents. The Contractor shall also supply all software required to interface the image and card production systems with the State Driver License Information System.
2. Software will run on each examiner workstation and be able to perform any operation performed by the ICS within the limit of what equipment (scanner, bar code reader, camera, etc.) is attached to the examiner workstation.
3. An ICS transaction should be able to be suspended, resumed, or transferred to another examiner station for completion. This is needed in case of equipment failure or if work is needed to be off loaded to other workstation examiner/operator.
4. Any data collection to include, but not limited to, photo, signature, and source documents for incomplete transaction must be captured and record in the driver license information system when the transaction is closed.

A.27.a. General Contractor Supplied Software Requirements

1. Contractor supplied software shall be written in compliance with generally accepted industry standards as referenced in the Microsoft Application Compatibility Toolkit.
2. No special hardware required, except for that required to capture images.
3. Normal Operation shall not require administrative rights, external devices (e.g. dongles), or unusual operator access to workstation configuration system and application program files and directories.

A.27.b. Software Licensing

1. The Contractor shall provide a perpetual license to the state of current and final production versions of the Image Capture software, or any other Contractor supplied software installed at the State.
2. No special software licensing hardware can be required to run the Image Capture software or any other Contractor supplied software at the state. The Contractor may propose security hardware required to actually generate any secured documents in accordance with their security plan.
3. The state shall have the right to run this software on any number of Workstations, either state owned, Contractor owned, or owned by partner agencies including county court clerks, at no added charge to the state.

A.28. Version Control and Testing

1. The Contractor shall plan and establish, subject to state review, approval, and audit configuration management and version control procedures and processes for all Contractor supplied system components, including hardware and software. As and when required by the State, the Contractor shall provide either most current or any designated version of all software components and configurations.
2. The Contractor shall develop and maintain a test system as identical as possible to the state's environment.
3. The Contractor shall plan quality assurance, conduct testing and demonstrate all initial versions, changes and upgrades of all Contractor supplied systems and components, including software and hardware, before implementation. No change may be made without the knowledge and written approval of the State's project manager, the Driver License Director, and the Director of Information systems.

A.29. Provisioning and Configuration

1. The Contractor will provide a plan for provisioning and configuration of equipment, software, and other system components.
2. However, in no event shall any changes be made to production equipment, software, or other system components without approval and participation of the DL Systems manager and the Department's information Systems infrastructure team.
3. Software and configuration patches shall be provided by the Contractor to the Department's information systems infrastructure team in the form of standard operating system installation packages for silent updates through the State Network. The Contractor will be required to use the State PC Configuration Management and Software Distribution standard.

A.30. Central Servers

1. TDOS will provide through the Office of Information Resources all centralized server hardware and operating systems necessary for the operation of the centralized servers to be located at the State of Tennessee Datacenter.
2. The Contractor will provide any additional software or software licensing needed for the successful operation of centralized equipment.
3. TDOS, with support from OIR will install, administer, and manage all such servers.
4. The Contractor will submit specifications for hardware needed for installation at the Central Datacenter required by their system architecture, design, and service requirements. Hardware specifications must be for hardware that is commercially available for State procurement through the State of Tennessee. All servers and server configuration shall be consistent and in accord with the State Architecture.
5. Alternately, the contractors may specify virtual servers supplied by the Office of Information Resources.

6. TDOS reserves the right to make any hardware or virtual server changes the department thinks necessary, or are in the best interest of the department during term of this contract.

A.31. Site Printer

As previously described in the Contract, DL/ID Applicants being served at a TDOS DSC will be issued an Interim DL/ID, which will be produced on the Contractor's Site Printer according to the performance requirements specified in this Contract.

A.31.a. Interim DL/ID Printing Requirements

The Contractor's solution is required to produce the Interim DL/ID that contains an Inventory Control Number (ICN), DL/ID Number, and Transactions ID in less than one (1) minute for over-the-counter (instant) issuance, once the Workstation Examiner issues the command to print the Interim DL/ID.

A.31.b. Site Printer Acquisition, Installation, and Support

The Contractor shall provide, install and Support the minimum number of Site Printers as defined in Attachment K to fulfill the requirements of this Contract. The Site Printers will be installed at each DSC in quantities of one (1) site printer per every two (2) TDOS DSC Examiner Workstations (EW). See Attachment K for estimated number of EW.

.In addition, the Contractor shall also provide, install and support thirty (37) County Clerk DSC locations with one (1) site printer per location.

Should the Contractor believe the required quantity of printers to be installed at each DSC will not meet the Interim DL/ID performance requirements and issuance demands based on historical issuance volumes listed in Attachment P or meet projected issuance volumes in Attachment K, the Contractor shall recommend to TDOS Project Steering Committee (PSC) the quantities it believes will be necessary to adequately service each DSC.

A.32. Site Printer General Requirements

The Site Printers in the initial installation shall be the identical brand and model printer used to produce the Contractor's qualifying Interim DL/ID solution. Changes in printer model during the Contract Term shall adhere to the DL/ID Change Control process described in Section A.18.

The Site Printer shall meet the following general requirements:

1. All Site Printers shall be of sufficient printing speed to produce the completed Interim DL/ID containing the ICN, DL/ID Number, and Transaction ID within one (1) minute. In instances where multiple DL/ID print requests are issued to a single printer at a given moment, the printer shall be able to print each Interim DL/ID documents within the one (1) minute time requirement.
2. The Contractor shall select an appropriate printer and printer consumable that works in conjunction with the Interim DL/ID solution proposed. The print method and printer consumables shall not interfere with any security features embedded in or applied to the actual Interim Document.
3. The Contractor shall configure the Site Printers to prevent a single point of failure from interfering with meeting the performance specified in this Contract.
4. The Site Printer noise level should not exceed 57 decibels.
5. All Site Printers shall provide a minimum 600-dpi vertical and horizontal resolution for both color and black/white printing.
6. All Site Printers shall support the printing of all reports required by the DSC that are within the scope of this Contract.

7. All Site Printers shall support the printing of all forms and other ad-hoc documents required by TDOS to process a customer.
8. The Contractor will provide all printer consumables used to produce all Interim DL/ID Documents throughout the Contract Term. TDOS will supply "8 ½ x 11" paper used to print reports, dossiers, and other ad-hoc documents required by TDOS to process a customer.
9. The Site Printer shall be provisioned with a paper tray reserved for the TDOS supplied 8 ½" by 11" paper.
10. The Site Printer shall automatically select and use 8 ½" by 11" paper from the tray for non-Interim DL/ID print requests.
11. The Site Printer shall be provisioned with a paper tray reserved for Interim Document stock to print an Interim DL/ID.
12. The Site Printer shall automatically select the paper tray reserved for the Interim Document stock whenever printing an Interim DL/ID.

A.33. Digital Cameras

The Contractor shall provide, install and Support the minimum number of Digital Cameras as defined in Attachment K to fulfill the requirements of this Contract. The Digital Cameras will be installed at each DSC in quantities of a minimum of two (2) Digital Cameras per TDOS DSC. In addition there should be one (1) Digital Camera for every two (2) Examiner Workstations (EW) to allow the capturing of the DL/ID Applicant's Facial Image. See Attachment K for estimated number of EW.

The Contractor shall provide, install and support thirty-seven (37) County Clerk locations with one (1) Digital Camera per location. Reference Attachment J for a list of current County Clerk locations.

Should the Contractor believe the required quantity of cameras to be installed at each DSC will not meet the Interim DL/ID performance requirements and issuance demands based on historical issuance volumes listed in Attachment P or meet projected issuance volumes in Attachment K, the Contractor shall recommend the quantities it believes will be necessary to adequately service each DSC.

A.33.a. Photo-First Capture

The Contractor will provide a workflow process solution (s) that will allow the capturing of the facial image of all applicants for a DL/ID/HGCP at the beginning of the application process (Photo-First). The process must also allow for the retrieval of this image in real-time. TDOS currently captures the applicant's photo at the end of the driver license application process, see Attachment D.

A.33.b. Digital Camera Specifications

1. The Contactor will provide a solid-state color digital camera with automatic focus lens system and no less than 4-megapixel resolution. The depth of field shall be sufficient to allow the automatic face-find and framing to capture an in-focus Image. Due to limited space at some Driver Service Centers, the distance from the Workstation camera and the customer may vary between two (2) feet and five (5) feet.
2. Some Workstations will require the camera to be physically installed at a location away from the Examiner Workstation. The camera shall be capable of automatically adjusting to capture the facial Image of Applicants either standing or seated. The camera shall also be configured with a remote adjustment capability that can be managed at the Workstation Operator's position for controlling the tilt, zoom, horizontal position and vertical position in order to capture an acceptable facial Image of the Applicant.

3. All Facial Images shall be captured and stored so that their use on the DL/ID will be compliant with the AAMVA Driver License Agreement (DLA) or state specifications. This shall be done without Workstation Operator intervention to achieve consistency.
4. The system shall automatically adjust and trigger any necessary illumination devices to ensure accuracy in color and contrast for facial Images. It shall also provide illumination to prevent portrait shadow and to compensate for various lighting conditions, as well as, for various complexions.
5. The camera shall automatically locate the applicant within the field of view of the camera.
6. The camera shall be capable of being operated by either a left-handed or right-handed Workstation Operator from behind a desk or counter.
7. The camera shall capture the facial Image at the same instant the Workstation Operator executes the command to capture the DL/ID applicant's facial Image so that the Image displayed on the monitor is identical to the Image captured for the DL/ID.
8. The camera shall be Plug-and-Play compatible and support all appropriate requirements for easily converting to and from a Workstation if conditions warrant.
9. Each Workstation shall have the proper graphics card to allow the facial Image to be viewed and verified by the Workstation Operator on the monitor after capture, but before saving the Image.
10. The Contractor shall provide a light blue color backdrop in either a digital background within the camera system, wall hung, or freestanding format, depending upon the DSC, for each Workstation Image capture area.

A.34. Digital Signature Capture Device

The Contractor will provide, install, and support a paperless, interactive digital signature capture device on all workstations to allow the capture of the customer's signature and to display information to and collect information from the Applicant. The paperless, digital signature capture device shall be capable of collecting the Applicant's signature that appears on the DL/ID.

An example of the applicant interacting with the digital signature device is the display and collection of answers to issuance and motor voter questions, and the collection of the applicant's signature. The digital signature capture device will provide sufficient display capability to present to the applicant simple questions and an intuitive means for allowing the applicant to respond.

The digital signature capture device shall meet the following requirements:

1. All digital signature capture devices shall have the resolution requirements to meet the signature specifications in the AAMVA DL/ID Card Design Specifications. The current standards are located at:
<http://www.aamva.org/aamva/DocumentDisplay.aspx?id={6B1585D2-1BCE-4F77-A8CD-BDD325139972}>
2. All signatures shall be stored as a Tiff fine format in TDOS DB2 database. The ICS shall support the capture of the signature and then the storage of the signature in the DB2 database and FileNet.
3. Each of the digital signature capture devices shall include an attached stylus and a means to prevent the stylus from being removed.
4. All digital signature capture devices shall display to Applicants a viewable Image as they are signing. In addition, each workstation shall have the proper graphics card to allow the signature Image to be viewed and verified by the Workstation Operator on the monitor after capture, but before saving the Image.

A.35. Interaction of the Digital Signature Capture Device to the DLIS

TDOS may desire to electronically collect the signature of individuals to perform processes outside the Contractor's purview, and to use the same digital signature capture device provided by the Contractor to interact with the applicant in an efficient and confidential manner. For example, TDOS may desire to capture the applicant's signature to complete an electronic version of a TDOS form(s). The Contractor shall, upon request for the DLIS, collect and pass a signature to the DLIS. Additionally, the Contractor shall, upon request from the DLIS, display information to the applicant on the digital signature device. Upon completion by the applicant, the Contractor shall return applicant's responses to the DLIS. The Contractor shall work with TDOS during the design phase to jointly design the method and format used to pass the signature, and upon TDOS approval, implement a solution for providing this functionality. All work to perform the requirement outlined in this section will be at no cost to TDOS.

A.36. Image Capture Function

The Contractor's software shall provide for electronic capture of facial and signature Images by meeting the following requirements:

1. Associate the Applicant ID with all Images captured using information interfaced from the DLIS.
2. Date/Time stamp all Images with the date/time of capture.
3. Capture new facial and signature Images based on information supplied by the DLIS. The Contractor's system shall force the Workstation Operator to capture a new Image if required by the interfaced information or if the Applicant has no previous Images on file. Even if new Images are not required on the interfaced information, the Contractor's system shall allow the Workstation Operator to do an override and take new Images if necessary.
4. Insure that the Workstation Operator captures both the new facial and signature Images if a new Image is captured for any of these: e.g., do not allow the Workstation Operator to capture a new facial Image but fail to take a new signature Image or vice versa.
5. Provide the ability for records to be flagged as inactive, but do not delete these records. TDOS and the Contractor will establish processing requirements for this functionality during the design phase in accordance with the requirements defined for project deliverables.

A.37. Signature Requirements

1. The Applicant's signature shall be captured as a monochromatic Image in TIFF fine format as specified in Annex A of most current AAMVA DL/ID Card Design Specifications.
2. The Applicant shall be allowed to view the signature as it appears as they are signing by providing a signature line in a confined area so that the entire signature that will actually appear on the DL/ID will be captured.
3. The Applicant and/or Workstation Operator shall be able to clear the signature and have the Applicant re-sign if the signature is unacceptable.
4. The Signature shall appear on the Workstation Operator's monitor for acceptability.

A.38. Facial Capture Requirements

1. Capture the Applicant's facial Image in color and in JPEG format as specified in the most current AAMVA DL/ID Card Design specification document.
2. Provide functions that allow the Workstation Operator to vary the contrast, hue, and brightness levels of the facial Image.
3. Allow the facial Image to be viewed and verified by the Workstation Operator on the monitor after capture, and to be re-captured if necessary before the Image is permanently saved.

4. Provide an override to allow the Workstation Operator the ability to manually center and crop the facial Image once captured, but before the Image is saved.
5. Notify the Workstation Operator if the Applicant's facial Image is of inadequate quality or is required to be re-captured before the Image is permanently saved.

A.39. Barcode Reader Solution Requirement

The Contractor will provide, install, and support a turnkey barcode reader solution. This solution will be used to read the PDF417 barcode printed on the back of the DL/ID, whether it is a 2-D or 1-D bar code, and to read the barcode on non-DL/ID documents. The information contained in the barcode will be used in one of three ways:

1. To verify a Non-Tennessee issued DL/ID presented to the Workstation Operator.
2. To verify a Tennessee DL/ID presented to be renewed through the DLIS User Interface(s).
3. To read information contained in non-driver license barcodes such as those on applications, renewal notices, and any other source document containing a barcode.

The Contractor will be responsible for equipping all DLS Workstations, including state spares, Training Workstations, and test bed Workstations, with a barcode reader and all necessary software to provide a fully functional solution.

A.39.a. Barcode Reader Hardware Requirements

The barcode hardware shall meet the following requirements:

1. The barcode reader shall be a handheld device that weighs no more than three (3) pounds and have a trigger to control the reading of a document.
2. The barcode reader shall read the PDF417 barcode printed on the Interim and Permanent DL/ID within two (2) seconds of the Workstation Operator pressing the trigger.
3. The barcode reader shall read the PDF417 barcode using a non-contact scanning method (i.e. the barcode reader shall scan the entire barcode without requiring physical manipulation of the Document or the reader when the Workstation Operator places the DL/ID or other non-DL/ID documents at a fixed distance from the front of the barcode reader).
4. The solution shall include a desktop device to store the barcode reader when not in use. The device shall be positioned at a distance that allows scanning of the DL/ID and other documents while the reader is in its stationary position on the desktop.
5. All power cords, power supplies, interconnection cables and other accessories to enable the barcode reader to function properly shall be provided and installed by the Contractor.

A.40. TDOS User Interface (s), Barcode Reader Requirements for Tennessee DL/ID

The Contractor will be responsible for all development, software, and customization needed to deliver this functionality. Minimum requirements for all DL/ID transactions where a Tennessee DL/ID is presented:

1. The barcode reader solution shall scan unencrypted 1-D or 2-D barcodes and capture, at minimum, the Applicant ID and the DL/ID Class and any other information as defined by TDOS during the design phase or as mandated by state and federal legislation.
2. The barcode reader solution shall populate the captured data elements in the TDOS User Interface (s) at the beginning of each DL/ID issuance or inquiry event.

3. The barcode reader solution shall perform all functions within two (2) seconds from successfully reading the 1-D or 2-D barcode and without disrupting any of the Workstation issuance events that commenced during the transaction.

A.41. Barcode Reader Requirements for Other State's DL/ID

The Contractor will be responsible for all development, software, and customization needed to deliver this functionality.

For all transactions where an AAMVA DLA compliant non-Tennessee DL/ID is presented, the barcode reader solution shall meet the following requirements:

1. The barcode reader solution shall scan the unencrypted portion of the 1-D or 2-D barcode to capture the information from the barcode.
2. The barcode reader solution shall display selected data elements to the operator in a dialog box. Data elements to display include any or all of the following:
 - a) Customer ID Number.
 - b) Customer Given Names.
 - c) Customer Family Name.
 - d) Date of Birth.
 - e) Physical Description – Sex.
 - f) Physical Description – Eye Color.
 - g) Physical Description – Height (in inches).
 - h) Document Issue Date.
 - i) Document Expiration Date.
 - j) Jurisdiction-Specific Restriction Codes.
 - k) Jurisdiction-Specific Endorsement Codes.
 - l) Jurisdiction-Specific Vehicle Class
 - m) Federal Commercial Vehicle Codes
 - n) Document Discriminator.
3. The barcode reader solution shall perform all functions within two (2) seconds from successfully reading the 2-D barcode.
4. After viewing desired information, the Operator shall be able to easily close the dialog box without impacting any of the Workstation operations commenced during the transaction and immediately return focus to the application that the Workstation Operator was using just before the barcode was scanned.

A.42. Central Production Facility

The Contractor will operate a Central Production Facility that will house all equipment necessary to produce the Permanent DL/ID and Handgun Carry Permits in accordance with TDOS requirements. The Contractor shall be responsible for all network connectivity to the State network, including hardware, installation, and support of the connection up to the demarcation point of the State network.

A.42.a. Central Production Facility-Mandatory Requirement

The Contractor's Central Production Facility shall be located within the Continental United States for the life of the Contract.

The Contractor shall not produce or cause to be produced any Tennessee Permanent DL/ID, Handgun Carry Permit or any other Tennessee Document outside the Continental United States for the life of the Contract.

The Contractor shall staff the Central Production Facility with personnel familiar with the operation of all systems used to produce the Permanent DL/ID/HGCP documents during Driver Service Center operating hours for the entire term of the contract.

A.42.b. Access to Central Production Facility

The Contractor shall allow certain pre-approved TDOS personnel immediate access to the Contractor's Central Production Facility at anytime it is staffed and cooperate with TDOS in any audit of the Contractor's operation including, but not limited to, inventory control of materials used to produce Permanent DL/ID Documents.

A.42.c. Workspace Accommodations

The Contractor shall provide an office or worksite accommodations with appropriate network, telephone, and electrical connections for TDOS workspace at its Central Production Facility to be used by TDOS personnel when conducting audits, reviewing procedures, and conducting quality assurance reviews and other Contractor-related business.

A.43. Image Collection

Driver License/Identification related Images shall be collected using Contractor Supplied Image capture devices.

Images shall include Applicant Portraits, Applicant Signatures, and scanned images of application forms and related supporting documents such as birth certificates, reinstatement documents, etc. Further, the Contractor shall provide the state with images of both Interim and Permanent DL/ID documents at the time they are created.

Images shall be associated with a unique identifying Transaction ID. Each transaction shall be associated with a particular applicant, a particular Driver Service Center (DSC), and a particular date and time. The transaction shall be updated and completed using any of the several examiner workstations in a Driver Service Center.

Images shall be retained in the State's standard repositories for each image type. Portraits and Signatures shall be stored in the Driver Information System (DLIS), currently in a Mainframe DB2 table. Document images shall be retained in the TDOS Document Management / Content Management System, currently a FileNet P8 v.3.5 server or its successor. The Contractor shall work with the Department of Safety Information Systems Division and the Office of Information Resources to interface its software so that Images can be stored and retrieved from the state's repository, both in real time and in batch modes as required for over all system functionality.

A.43.a. Storage of Images

The Image System must store locally cache copies of all images, as well as updating multiple central image storage services:

1. IBM DB2 Mainframe storage of Photo JPEG and Signature TIFF accessed and updated using DB2 stored procedures accessed through DB2 Connect. These must be associated and indexed with the applicant name, driver license number, the Driver Service Center location, capture workstation, the specific transaction number, the interim and permanent document identifiers, and the date time of capture.
2. FileNet Storage of Applications and supporting documents. The Image system must index these in the FileNet system to associate these documents with the applicant, the workstation, the driver license station, the specific transaction, and date time stamped. The Image system shall allow Examiner annotation of these images. Annotations shall not destroy the underlying original image.

3. FileNet storage of copies of all documents produced by the Image workstation, including Interim identification documents. The Image system must index these in the FileNet system to associate these documents with the applicant the workstation, the driver license station, the specific transaction, and date time stamped.
4. FileNet storage of copies of all documents produced at the Contractor's identification document Central Production Facility. This shall include the face and back of all DL/ID documents, indexed by Transaction, Applicant DLN, Applicant Name, production date and time, and DL/ID format and document type. Further, all reports shall be posted to and stored within FileNet.
5. Images shall be stored locally until verification has been received that they have successfully uploaded.

A.43.b. Retrieval of Images

1. The image system must be able to retrieve both current and historical Images from the central system repositories or local cache.
2. Image retrieval shall occur in real time from either the central state image repositories or local cache, at the discretion of the examiner or administrator operating the system.
3. Images shall be retrieved using any selected key value.
4. On selection of the unique Transaction identifier any or all documents associated with that transaction shall be retrieved at the examiner or administrator operating the system's selection.
5. The Contractor shall supply the TDOS with software for state owned examiner and administrator workstations allowing the same retrieval, indexing, and annotation of images as the Image capture workstation.

A.43.c. Sharing Images

1. The system shall allow saving any or all selected images as a file, group of files, or compressed archive in the workstation operating system.
2. The system shall allow emailing any or all selected images as an email attached file, group of files or compressed image via the State's standard Email Client (currently Novell GroupWise).
3. The system shall allow faxing any or all selected images, or transmission via NCIC2000 from specially designated central office Law Enforcement help Desk workstations. The Contractor will work with TDOS Information Systems, Tennessee Bureau of Investigation, Tennessee Office of Information Resources and their designated contractors and agents to provide this capability.
4. All sharing of Images through the Contractor's software will be securely logged for Audit and reporting purposes.

A.43.d. Annotation of Images

The Image system shall allow authorized Examiners or Administrators to affix text and graphic annotations to document images.

Annotations shall not destroy the underlying original image, which shall remain separately accessible.

A.43.e. File Format Standards / Image Compression

1. Applicant portraits and signatures images and storage shall be consistent and in accord with the most current AAMVA standard for Driver License Identification.

2. The Contractor shall work with TDOS Information Systems and Tennessee Office of Information Resources staff to develop interfaces for storage and retrieval of images with the state's permanent image repositories.
3. Shared document files shall be stored, indexed, annotated, and retrieved from an IBM FileNet server. The Contractor will describe their particular process for achieving this for technical evaluation as part of the proposal response.
4. Applicant portraits shall be stored in JPEG format in an IBM DB2 database. These shall be stored in 12,288 byte varchar columns. These shall be stored in a manner consistent with Tennessee's existing portrait images.
5. Applicant signatures shall be stored in TIFF format in an IBM DB2 database. These shall be stored in 2560 byte varchar columns. These shall be stored in a manner consistent with Tennessee's existing signature images.

A.44. Document Issuance Function

Production of an Interim DL/ID is a real-time process conducted at Driver Service Centers (DSC). Requests for Permanent DL/ID Documents are produced through a batch process at the Central Production Facility. The data to produce both Interim and Permanent Documents will be provided to the Contractor's system electronically.

The Contractor's system shall support the reprinting of Interim Documents due to equipment malfunctions and other errors.

The Contractor shall track, store, and produce an audit trail of all produced Documents, including all variable information and Images used to produce the Document. The document trail shall be retrievable at a minimum by Workstation Operator, Date/Time stamp, Applicant ID, DL/ID number, or Applicant name and birth date.

A.44.a. Interim DL/ID Functional Requirements

Workstation Operators will use the Contractor's applications to produce the Interim DL/ID. The Contractor's application(s) shall guide Examiners, Image capture, and Interim DL/ID production. The Contractor's Image Collection System shall also store photos and signatures to the TDOS Central Image System which resides in mainframe DB2 tables. Since the DLIS contains all data and business rules used in determining an Applicant's eligibility, events in the Interim DL/ID issuance process will be driven by the TDOS User Interface(s).

A request will be generated from the TDOS User Interface(s), acted on by the Contractor's Interim DL/ID application, which then sends an update back to the TDOS User Interface(s). Currently defined interface points include, but are not limited to; Image capture, signature capture, and Interim DL/ID print request and completion.

The Contractor shall provide for issuance of the Interim DL/ID by meeting the following requirements:

1. All Applicant Images will be captured regardless of whether an Interim DL/ID is issued. The image shall be stored and available for real time retrieval. The Contractor shall provide detailed specifications as to how to meet this requirement
2. Read and capture the pre-printed, machine-readable ICN, DL/ID Number, and the Transaction ID from the 2-D barcode without manual intervention as the finished Interim Document is deposited into the printer's output tray. The interface back to TDOS shall include an indication that the Interim DL/ID has been printed, including the ICN, DL/ID, and Transaction ID. This should be done automatically.
3. Provide a method for the Workstation Operator to quickly and easily input the ICN for a given transaction in the event the system fails to capture these values automatically.

A.44.b. Permanent DL/ID Functional Requirements

All Permanent DL/ID Documents are to be produced at the Contractor's Central Production Facility. TDOS will request the printing of specific Documents through batch processing. Demographics, photos, and signatures for all Permanent DL/ID Documents will be sent from the DLIS to the Contractor in a batch file(s). The Contractor shall retrieve the files through a Secured File Transfer Protocol (SFTP) site from TDOS and produce the Permanent DL/ID. A SFTP is TDOS' preferred method for secure data file transfers; however, TDOS will accept alternate proposals to SFTP, if the same level of security is maintained. If TDOS, at its sole discretion, deems the alternative (s) proposed to be less secure than SFTP, the Contractor will be required to use SFTP. Additional requirements are as follows:

Provide a file of the status of each print request, including successfully printed, mailed, and any errors. The Contractor shall provide this information back to TDOS via the SFTP site at the completion of the run.

The Contractor shall provide TDOS a file of the exact image of each Permanent DL/ID document/card produced during the run. The file will also include the DL/ID number and other demographic data required for indexing in the State Enterprise Content Management (ECM) System, (currently FileNet P8 version 3.5 or its successors).

A.45. Supplies

The Contractor shall furnish, deliver, and maintain all necessary operational supplies, also known as consumables, required for the Contractor's solution. Examples of consumables include, but are not limited to, document stock (card and paper), laminating materials (if necessary), and all printer and/or toner cartridges.

A.46. Inventory Control

The Contractor shall define and enact appropriate auditing and inventory control procedures that will be used to control and document the use of all security material and Document stock. All items shall be regularly inventoried by the Contractor to ensure against theft or loss, to maintain operational supplies, and to account for receipt from the manufacturer and dissemination to the issuing Sites. Inventory control records shall be balanced against the Contractor accounting records for each Document and all security material. All inventory reports shall be maintained on a weekly, monthly, and year-to-date basis and shall be balanced monthly. TDOS will have full access to all inventory control logs.

A.47. Secure Site Delivery

The Contractor shall provide secure inside delivery of all consumables to each Site. The TDOS Site Supervisor shall sign a receipt for all deliveries. The following minimum requirements shall be followed if the services of a commercial delivery carrier are used by the Contractor:

1. Each package shall include a detailed packing list of all items, including the serial numbers of any controlled items.
2. Each individual package shall be assigned a unique tracking number.
3. TDOS should be provided with immediate online access to all shipping and tracking information.
4. Tracking information shall be kept up to date, and include the city and state of the shipping company's distribution facilities in the delivery path as each package is processed through it.
5. The Contractor shall ship the consumables required for production of Documents separately to avoid the possibility of adequate consumables being intercepted to create counterfeit Documents. For example, laminate, if used, shall not be included in the same shipment as Document stock.
6. The Contractor shall immediately notify TDOS of missing shipments as soon as it becomes

aware and advise TDOS of the steps being taken to locate the consumables and provide copies of all associated packing lists to the appropriate TDOS manager.

7. Insurance coverage and applicable taxes for supplies will be the responsibility of the Contractor.

A.48. Inventory Levels

The Contractor shall maintain a minimum of three (3) month inventory of all supplies required to produce both the Interim and Permanent DL/ID at its Central Production Facility. In addition, the Contractor shall maintain a minimum of thirty (30) day and maximum of sixty (60) day operational inventory necessary to produce Interim Documents at each Driver Service Center (DSC) based on the historical issuance averages at each DSC. Real ID or its successor(s) enrollment may require the Contractor to re-assess the forecasted inventory levels in order to adequately service demand. All supplies shall have shelf life of at least six (6) months for the date of receipt at each DSC. All unused supplies will remain the property of the Contractor during the entire term of the contract.

A.49. Consumable Ordering

TDOS DSC supervisors shall be able to order consumables, in addition to those automatically supplied, to meet any forecasted or special issuance need.

A.50. Materials Availability

The Contractor shall guarantee that no Driver Service Center (DSC) will run out of any material needed to produce a Document via automatic shipments, except in the case of force majeure, which includes acts of God, riots, wars, earthquakes, or other circumstances beyond the control of the Contractor.

A.51. Responsibility for Cost of Supplies

The Contractor shall be responsible for the cost of all supplies provided by the Contractor whether from proper use, improper use, waste, or defects and will only be compensated for completed documents. TDOS staff will exercise reasonable care in handling of the consumables.

A.52. Interim Document Consumables

Interim Document consumables, at time of use, shall be of current, high quality stock and should not exhibit any sign of degradation or compromise to the quality or features of the secured paper. Should the quality of the consumables be deemed unacceptable, TDOS will return the stock in exchange for new inventory.

A.53. Interim Document Paper Stock Packaging

Interim Document paper stock shall be packaged in quantities that closely meet, but do not exceed, the maximum paper tray capacity of the Interim Document printer provided by the Contractor. Specific quantities will be determined during the development phase depending on the type of equipment that is selected. The physical characteristics of the Interim Document stock shall be considered when calculating the maximum printer tray capacity. TDOS realizes that there may be rare instances where defects in the production process used to create the blank Interim Document may result in a smaller package.

A.54. Destruction of Supplies

With the exception of toner cartridges, the Contractor shall completely destroy all used, partially used, defective, and unusable supplies in a manner that renders all remnants utterly useless. All destruction shall be performed by the Contractor at their Central Production Facility. The Contractor may recycle toner cartridges in accordance with the manufacturer's recommendations

so long as the toner cartridge does not incorporate technologies that are specifically designed to provide any of the security features on the Interim DLID.

A.55. Waste Disposal

The Contractor shall dispose of all waste in accordance with applicable EPA regulations and guidelines.

A.56. Anti-Theft Measures

The Contractor shall define and enact appropriate measures and processes for ensuring security of all consumables to prevent theft including:

1. Storage of consumables at the Central Production Facility.
2. Distribution from the manufacturer to the Central Production Facility.
3. Distribution to TDOS Sites.

A.57. Inventory Control Function

The Contractor shall provide an inventory accounting and management system as part of the CPS for monitoring all consumables. This section details what TDOS envisions will be needed to perform inventory and management of consumables used at all DSC locations.

A.57.a. Web-based Inventory Accounting

The Contractor shall provide as part of the CPS a secure web-based application to allow authorized TDOS users the ability to perform all inventory accounting and management functions, which are defined in this section.

A.57.b. Site Consumables

For all Site-specific consumables, the Contractor will provide the following minimum functional requirements:

1. Account and report individually on all Interim DL/ID paper stock by ICN and on all other controlled consumables used to produce Interim and Permanent DL/ID.
2. Assign Interim DL/ID paper stock by ICN and any other controlled consumables used to produce the Interim DL/ID to a DSC.
3. Allow TDOS staff to view Interim DL/ID paper stock by ICN that is loaded into specific printer.
4. Allow TDOS staff to enter the return of Interim DL/ID paper stock by ICN and any other controlled consumables used to produce Interim DL/ID back to the DSC inventory at the end of their shift.
5. Account for all consumables used by the DSC which are the responsibility of the Contractor.
6. Automatically account for and monitor the DSC's Interim Document printer(s)' consumables and provide a visual indication to the Workstation Operator when consumables are approaching low levels so that the printers will not run out of any necessary supplies. The Workstation Operator shall acknowledge the notification prior to continuing processing.
7. Account for all actual consumable usage and update the inventory system no less than daily.

A.57.c. Site Consumable Tracking

For all Site-specific consumables, the Contractor will provide the following minimum functional requirements for tracking consumables:

1. Notify the appointed TDOS staff member of any missing controlled consumables, including any missing Interim DL/ID paper stock by ICN immediately. Examples include the difference between what was issued to the Workstation Operator, used by the DLS, and returned to stock by the Workstation Operator. Notifications shall specifically list the individual item(s) accounted for by ICN and the DSC location that was assigned the consumable.
2. Allow authorized users to submit return material requests for damaged/unusable consumables to the Contractor for return and replacement.
3. Allow authorized users to track pending consumable orders.
4. Allow authorized users to accept receipt of consumable shipment(s).
5. Allow authorized users to view current inventory levels of consumables.
6. Allow authorized users to report suspected missing consumables.
7. Allow authorized users to transfer consumables between DSC locations.
8. Allow authorized users to locally destroy and audit damaged or unused consumables according to procedures that will be determined during the development stage.

A.58. Security Plan

The Contractor shall develop a comprehensive security plan for Image Card Capture and Production. The plan will address operational, physical, access, human security to the Contractor supplied systems, Inventory Control of sensitive Contractor equipment, supplies, Contractor owned facilities, and Disaster Recovery of critical Contractor equipment, supplies, and facilities.

A.58.a. Goals & Responsibilities

1. The Contractor shall not allow any direct or indirect access to images to anyone except the state.
2. The Contractor shall insure retention and accessibility of all images captured, except while stored in the State's central servers.
3. The Contractor shall prevent unauthorized production of interim and permanent photo card identity documents.
4. The Contractor shall account for all identity documents produced, with consistent, constant, and verifiable audit trails.
5. The Contractor shall be responsible for securing all Permanent Identification Card documents within their Central Production Facility and until delivery to and posting within a US Postal Facility.
6. All plans and provisions for security shall be in accordance with the State' Enterprise Information Security Policies and the Final Rules and Regulations of the REAL ID Act of 2005 or its successor(s).
7. The Contractor shall provide a method for automatically encrypting any personal identifying information residing in the DSC when the system is not in use, and provide the capability for data to be erased when no longer needed by the system.

A.58.b. General Scope of Security Plan

1. Image Capture Device: The Contractor shall plan and provide for access security to restrict operation of these devices to authorized users, security of personal information captured, stored, and transmitted by these workstations, and for reliability and operational availability of these Workstations.
2. Image Capture Workstation Connection to Central Servers: The Contractor shall plan and provide for secure and reliable transmission of Image Capture Workstation data

between Image Capture Work stations and the State's central servers, including Digitized License System, FileNet, and Cashier system, over the State's network. The Department of Safety will arrange and coordinate with the Office of Information Resources to facilitate this planning and security implementation.

3. Connection from TDOS Driver License Information System to Central Production Facility: The Contractor shall plan and provide for secure and reliable transmission of Permanent ID Card data between the State's central servers and the Contractor's Central Production Facility. The Contractor shall be responsible for network connectivity to the State, hardware, installation, and support of the connection up to the demarcation point of the State network. The Department of Safety will arrange and coordinate with the Office of Information Resources to facilitate this planning and security implementation.
4. Central Production Facility: The Contractor shall plan and provide security of their Central Production Facility, including personnel identification, background checks, physical access, inventory controls, fraud avoidance, unauthorized access, alteration, or copying of data, and disaster recovery.
5. Help Desk, Repairs and Maintenance: The Contractor shall plan and provide for security on the part of all authorized repair, maintenance, and support staff and facilities for all services, equipment, supplies, and facilities supplied under this contract, including criminal record checks and other provisions consistent with the US DHS Final Rules and Regulations regarding the Real ID Act or its successor(s).

A.59. Reporting

The Contractor shall provide a detailed, integrated, reporting solution capable of producing a variety of pre-defined standard reports, with both on-demand and scheduled outputs in addition to the requirements detailed in this section. The Contractor will work with TDOS in developing the required reports during the design phase of the DLS.

A.59.a. Report Delivery and Architecture Requirements

Access to and delivery of all reports shall meet the following minimum requirements:

1. Secure web-browser based interface to allow authorized users the ability to access all reports. The secure interface will include encryption of all information transmitted and will include the ability to control authentication based on user ID and password, and through the use of other measures such as digital certificates, and/or approved public IP addresses/IP address ranges.
2. Authorized users have the ability to perform real-time ad-hoc reports through "Query by Example" or other user friendly tools with all fields available. Each user will have access to only those fields permitted based on the user's role/security class.
3. Provide any required add-on modules or specific software necessary for the end user web browser to run and display all of the required reports.
4. The web-based tabular reports shall be downloadable in an industry standard format, such as CSV or tab delimited, which can be easily imported into Microsoft Excel.
5. The system shall be capable of sending all reports to paper, screen, or file (i.e., Print, View, Save as).
6. Reports that are large enough to impact production operations should be deferred until after normal production hours. The user should be notified when the reports are available at the beginning of the next business day.
7. Provide scheduling options for regular running of selected reports as determined during the design phase.
8. The system should allow authenticated users to request reports from any Site.

9. All Audit reports shall be available online for the entire Contract Term. All other reports shall be available online for a minimum of 12 calendar months.
10. Provide the ability to print each DSC's end-of-day report at the DSC.
11. The system should be capable of reprinting any available report upon request.
12. Except for Audit reports, in addition to the requirements listed above, the Contractor shall backup each report in its native and downloadable formats that will be purged the following month. The backup should be stored on industry standard high density removable media (such as CD, DVD, etc) and be provided to TDOS or its successor.

A.59.b. Report Content

Many of the reports required by TDOS to manage the system will be largely dependent upon the Contractor's DLS solution. For this reason, the contents outlined in this section are not intended to provide Contractor a comprehensive listing of all reports, but to present insight to TDOS' envisioned reporting requirements.

A.59.c. Reporting Hierarchy and Report Ranges

The Contractor will provide varying levels of reports such as statewide, district, county, DSC, Workstation, and Workstation Operator on a daily, monthly and/or weekly schedule. The reporting tool will provide for selection, sorting, and grouping of parameters within each pre-configured report template to generate user specific tailored reports. Where applicable, the Contractor's reporting tool(s) shall support the following minimum requirements for all required reports:

1. For all transactions and activities associated with DSC operations, the Contractor's reporting tools shall allow the requestor to easily specify reports:
 - a) . By Workstation Operator.
 - b) . By DSC.
 - c) . By the Applicant's County of residence.
 - d) . By District.
 - e) . Statewide.
 - f) . By date range.
 - g) . By time range.
2. When requested by TDOS, the reporting tool shall support both summary level and detail level versions of each report. TDOS will define the information to be included on the summary and detail level reports during the design phase.

A.59.d. Report Categories

TDOS envisions report content to include the following categories:

1. Audit Reports.
2. Reconciliation Reports.
3. Exception Reports.
4. Inventory Reports.
5. Operations Reports.

Additional categories may be added as TDOS gains a full understanding of the Contractor's DLS system. Any additional categories added shall be at no additional cost to TDOS.

A.59.e. Reconciliation Reports

The Contractor will be responsible for producing and delivering the following monthly reconciliation reports to TDOS:

1. A reconciliation report to balance transactions shown by the card production system and those recorded by the DLIS.
2. Monthly reports indicating the number of Interim and Permanent DL/ID successfully produced by DSC, District, and Statewide.
3. Monthly reports of Interim and Permanent documents that were defective, categorized by those defective due to TDOS or Applicant error, and those defective due to error of the Contractor's system by DSC, District, and Statewide.

A.59.f. Exception Reports

The Contractor shall provide Exception Reports that include, but not be limited to:

1. Any missing hardware or peripherals.
2. All Interim DL/ID that had to be reprinted.
3. All Permanent DL/ID that had to be reprinted.

A.59.g. Inventory Reports

The Contractor shall provide inventory reports that are envisioned to include, but not be limited to:

1. For all consumables used to create both the Interim and Permanent DL/ID, the inventory reports shall allow authorized user to view:
 - a. Current inventory levels of all consumables.
 - b. Usage of all individual types of consumables.
 - c. Damaged consumables.
 - d. Returned consumables.
 - e. Missing consumables.
 - f. Monthly report of levels of supplies at each DSC.
 - g. Monthly report of supply volumes at the Central Production Facility.
2. Equipment location.
3. Equipment that is out of service.
4. Equipment utilization, measured during TDOS business hours.
5. Equipment that has not been used since a specific date.

A.59.h. Operational Reports

The Contractor shall provide required operational reports that are envisioned to include, but not be limited to:

1. All logons to and logoffs from the DLS.
2. Daily settlement reports indicating amount of money expected and the total number of each DL/ID type issued.
3. System and Workstation availability reports including Contractor's system availability.
4. Trouble calls that were completely resolved during the initial call.
5. Trouble calls that were escalated outside the Contractor's Helpdesk for resolution.

6. Trouble calls/maintenance reports such as mean-time-to-repair, number of troubles reported, number of troubles each device experiences, average time to answer, etc.
7. Trouble calls open that are outside the performance requirements specified within the Contract and the actions that are being taken to remedy the problem.
8. The general root cause of troubles. Categories for the general root causes may include, but not be limited to, Workstation Hardware, Peripherals, ICS Hardware, Workstation Applications, ICS Applications, CIS Database, End User Training, and network. TDOS and the Contractor will jointly define the categories to report on during the design phase.
9. Interim and Permanent DL/ID reports indicating the following:
 - a) Quantity of all DL/IDs processed.
 - b) Quantity of each DL/ID by type processed.
 - c) Quantity of each DL/ID by class produced.
 - d) Workstation Operator responsible for issuing the DL/ID.
 - e) Workstation Operator responsible for capturing the DL/ID Image.
 - f) Each DL/ID Number issued.
 - g) Date and time each DL/ID was produced.
 - h) Quantity of DL/ID Reprints
 - i) Quantity of DL/ID processed that were subsequently voided and the reason for the void.
 - j) Quantity of Interim stock used.
 - k) Quantity of high priority and special DL/ID processed.

A.60. Training Requirements

The Contractor shall be responsible for delivering no less than four (4) different levels of training to TDOS employees. Each training level will be tailored to a specific audience, which will correlate with the TDOS employee's specific job duties. The Contractor will deliver initial training courses on all levels during the implementation phase of the project. The time frame and schedule for the Contractor to conduct initial training courses will be detailed in the project plan that is jointly developed and agreed to by the Contractor and TDOS.

The following minimum requirements apply to each level of training provided by the Contractor:

1. Initially, while implementing the system, the Contractor shall provide sufficient training on the full use of hardware, Peripherals, and software.
2. The Contractor shall provide a hardcopy user guide and job aid to each student for each level of training that contains information, procedures, and instructions specific to the installed system.
3. The Contractor shall provide a hardcopy user guide and job aid for each TDOS DSC location.
4. The Contractor shall provide softcopies of all user guides and job aids for each level of training to TDOS. The Contractor shall grant TDOS permission to reproduce and distribute unlimited additional copies of all documentation and training material.
5. TDOS reserves the right to make audio and video recordings of any and all training sessions for later use by TDOS.

A.61. Training Levels

The TDOS requires a minimum four (4) different levels of training, as described in this section.

The Contractor is responsible for the development and delivery of all training required for the operation of all components included in this Contract. Published training documentation is preferred, but the Contractor may include handouts, diagrams, graphics, and/or other training aids that have been developed for use with other customers.

A.61.a. System Administrator Level

This course will be a minimum of 24 hours and shall provide a comprehensive overview so that TDOS technical staff will have the knowledge necessary to operate and troubleshoot the CIS and its associated systems in the event of an emergency.

A.61.b. Account Administrator Level

This course will be a minimum of 8 hours and shall cover functions associated with administering user accounts for Workstation Operators, the TDOS Driver Services Helpdesk functions, the web-based report interface, and any other proposed interfaces. Account administration should include functions such as adding users, modifying account privileges, resetting account passwords, suspending account access, and deleting accounts.

A.61.c. Train the Trainer Level

This course will provide the knowledge necessary for TDOS staff to deliver general end-user training, including the classroom set up, instructor's notes, training materials, and common student questions.

A.61.d. General End-User Training Level

This course shall cover the functions associated with proper operation and end-user troubleshooting of the Contractor's application(s) and equipment for all functions associated with the issuance of an Interim DL/ID and Handgun Carry Permit, facial image capture, signature capture, Site printer operation, report generation, and other proposed functions.

TDOS staff will attend General End User training. The course will provide enough hands-on experience with the Workstation, equipment, and software for all students to become familiar with the new system.

A.62. Training Locations

The training locations and the approximate number of students for each level of training to be received prior to full-implementation of the Contractor's solution are outlined below. The Contractor will schedule the necessary number of training sessions at each location to ensure all students at each training level are thoroughly trained.

Training Locations

Level	Training Description	Training Locations	Approximate Number of Students
1	System Administrator Training	Nashville, TN – TDOS Headquarters	10
2	Account Administrator Training	Nashville, TN - TDOS Headquarters	30
3	Train the Trainer	Nashville, TN - TDOS Headquarters	25
4	*General End User Training	Initial training shall be conducted in or within close proximity to the following Driver Services Centers:	390

Level	Training Description	Training Locations	Approximate Number of Students
	*Students attending this training will be divided among the 9 training locations listed and may require multiple training sessions for single location.	7320 Regions Lane, Knoxville, TN 6502 Bonny Oaks, Chattanooga, TN 624 Hart Lane, Nashville, TN 6340 Summer Avenue, Memphis, TN 4717 Lake Park Drive, Johnson City TN 4600 S. Jefferson Avenue, Cookeville, TN 1701 Hampshire Pike, Columbia, TN 100 Benchmark Circle, Jackson, TN 1150 Foster Avenue, Nashville, TN	

A.63. Ongoing Training

The Contractor shall provide training on upgrades that affect any end user functionality at no additional cost to TDOS. The Contractor can meet this requirement by providing computer-based training (CBT) and/or video training for DLS system upgrades. In the event of significant system changes that cannot be effectively communicated by CBT or video, TDOS may request the Contractor to provide on-site training for the amount of time necessary to train its trainers or Workstation Operators as agreed to by TDOS and the Contractor.

A.64. Online Help and Tutorials

The system shall include online documentation and training materials such as context specific help and search capability. Wherever possible, system users shall have immediate access to documents that supports the activities they are using the system to accomplish. Both technical and procedural information should be included. Provisions for obtaining additional information on related topics shall be provided through easy-to-use navigation.

A.65. Documentation

The Contractor shall provide TDOS with as many updates to the hardcopy user guides and job aids, and Workstation Operator manuals that are needed, as determined by TDOS, due to system upgrades at no additional cost to TDOS. Updates may be in the form of page inserts, or replacement documents, whichever is appropriate to maintain currency of the document. The Contractor is responsible for printing the initial set of updated user guide and job aids. The Contractor shall make and distribute all electronic documentation, including on-line help, which is needed to keep documentation current due to system upgrades.

A.65.a. Technical Manuals

The Contractor shall meet the following minimum requirements for all technical manuals:

1. The Contractor shall have complete technical manuals, which describe overall aspects of the system configuration, operating instruction, and problem diagnosis of all separate components and features of the DLS and the corresponding technical specifications, such as equipment diagrams and specifications, machine components, dimensions, electrical requirements, and temperature and humidity changes.
2. The Contractor shall maintain comprehensive as-built documentation on all software aspects of the DLS solution and will provide to TDOS electronic copies of said documentation as revisions and changes are made. Documentation will include, but not be limited to, file structure, directory structure, database record layout, workstation architecture, system architecture, registry settings/entries, and services utilized.

3. The Contractor shall provide at least five (5) full hardcopy sets of technical manuals and documentation materials to TDOS Central Office. The technical manuals and documentation materials must also be provided to TDOS in electronic format.
4. The Contractor shall maintain and provide softcopies of technical manuals.
5. The Contractor shall keep all hard and soft copies of technical manuals current, and update each one whenever any change is made to DLS, and shall make each revision available online to TDOS a minimum of five (5) days prior to release. Each revision to the technical manuals shall be recorded and organized in a fashion that easily allows the reader to understand the technical specifications, system architecture, software versions, file and database layouts, process procedures, and other relevant information of the DLS at any point in the DLS' history.
6. The Contractor shall provide TDOS the original source code, and updated source code when any application changes are made to any part of the DLS. Source code shall be provided to TDOS within five (5) business days of implementation into the production environment.
7. The Contractor shall not remove or redact any part of the technical manuals except to remove errors. Whenever an update is made to reflect a change in the DLS, the obsolete information shall remain intact, accessible by TDOS, and be clearly marked that the information is updated, the period of time the information reflected the actual DLS design, and a reference to where the updated information is located.
8. The Contractor shall make all changes to all copies of technical manuals supplied to TDOS.

A.65.b. Workstation Operator's Manual

The Workstation Operator's manual for each Workstation shall include all information required for operating and troubleshooting the Workstation, and issuing Interim Document, including, but not limited to, step-by-step instructions for solving common problems. A complete list of possible error messages shall be supplied, together with instructions for locating and correcting each error. The document should include training and user sections for all functions, which may be supplemented by help files, or documentation online or in some other media. The Contractor shall provide hard and soft copies of all user and training manuals to TDOS. The Contractor shall provide a minimum of one Workstation operator manual for every Workstation in operation.

A.65.c. Interim DL/ID Issuance Job Aid

The User Guide should contain step-by-step user procedures for using the Digitized License System to issue an Interim Document. The Job Aid should contain instructions on how to complete the tasks a Workstation Operator shall perform daily to issue Interim Documents. The Job Aid should include, but not be limited to system codes, acronyms, high-level steps to complete each DL/ID process, and a checklist of steps necessary to successfully complete the DL/ID process to produce an Interim Document.

A.65.d. Material Safety Data Sheets

The Contractor shall provide Material Safety Data Sheets (MSDS) for all materials and consumables that are required to be on file by OSHA. Copies of MSDS sheets shall be located at each Driver License Station that does or should have possession of applicable consumables and/or materials.

A.66. Brochures

The Contractor shall provide camera-ready-art for TDOS to produce brochures on the features of the new DL/ID for law enforcement, retailers, financial institutions, and other government agencies and states. The Contractor shall, subject to TDOS approval, produce 100,000 full color brochures depicting each type of DL/ID, specific identifiers for various components and sections

of the Document, list of classes, endorsements, restrictions, etc., and security features excluding all covert security features.

The Contractor shall deliver these brochures within **45** calendar days after TDOS and the Contractor have agreed on the final brochure design. The brochure content should be made available to TDOS on read/write electronic media, such as CD-ROM or other TDOS approved removable media. Images should be in .gif or .jpeg format. Text should be in .rtf or HTML format.

A.67. Helpdesk

The Contractor shall be responsible for Supporting and maintaining all aspects of the DLS contained within the scope of this Contract. The Contractor must describe in detail its approach to Helpdesk support through the life of the Contract. The Contract shall provide first (1st) and second (2nd) level Helpdesk support during the life of the contract. Escalation procedures will be identified and finalized in the early phases of the project.

The Contractor shall meet the following minimum general Helpdesk requirements:

1. The contractor shall maintain staffing levels that are adequate to accept all TDOS trouble calls to the Contractor's Helpdesk during all TDOS production hours.
2. The Contractor shall assign an on-site dedicated manager who will be responsible for overseeing all day-to-day operations of the Central Production Facility, maintenance of all equipment, and be immediately accessible to the Contractor's Helpdesk.
3. The TDOS Project Manager shall have direct and unrestricted access to the Contractor's on-site manager during all TDOS production hours.
4. The Contractor shall provide a single toll-free telephone number and email address for reporting all system troubles.
5. The Contractor shall provide an updated emergency call list for 24 hours a day, 7 days a week, 365 days a year contact. The emergency contact list shall include, at minimum, a primary and secondary after-hours contact number for each individual the Contractor identifies and shall be updated whenever a designated contact change occurs.
6. The Contractor shall provide a maintenance tracking metric that can generate reports such as mean-time-to-repair, number of troubles reported, number of troubles each device experiences, etc. as may be requested by TDOS.
7. The Contractor shall provide a description of the plan for meeting the Helpdesk requirements described herein, including a description of the proposed Help tracking system.

A.68. Maintenance and Repair Plan

The Contractor will provide a Comprehensive Repair and Maintenance Plan that will include the following:

1. Locations of repair facilities across the state of Tennessee and the number of full-time service technicians at each location. The technicians shall be fully equipped with spare parts, tools, and test instruments. The number of service technicians proposed must be adequate to meet response times and to perform routine maintenance visits with the proposed frequency schedule.
2. A description of how parts supply and availability will be assured on a local level.
3. Preventative maintenance procedures required by TDOS and the Contractor. The plan must include routine maintenance service on a detailed frequency schedule by a qualified service technician employed by the Contractor. Preventative maintenance work must not disable the Examiner Workstation and the Image Collection System during office hours.

4. Response time to equipment repair calls for all Driver Service Centers. In lieu of equipment repair, the Contractor may propose providing backup ICS equipment in Driver Service Centers for use when existing equipment is inoperable. In the event equipment is inoperable or malfunctioning and no backup/replacement equipment has been provided, the Contractor shall provide repair service within two (2) to four (4) hours based on location in the State. If the repair facility resides in the same city as the site requesting service, the Contractor shall provide repair service in less than two (2) hours.
5. Procedures for TDOS to report malfunctioning equipment and Contractor's procedures to follow-up on repair requests to insure needed repairs occur.
6. A description of how software updates, improvements, enhancements, or modifications will be distributed and installed on the Examiner Workstations in Driver Service Centers.
7. Maintenance of all ICS equipment, including site printers, in the Driver Service Centers. The Contractor shall identify provisions in the proposal that affect the maintenance contract. The cost of transporting equipment to and from any repair facility shall be paid by the Contractor. TDOS reserves the right to transport equipment for repair at its discretion.
8. Provide service consistent with normal hours of operation within the State, including offices that are on Eastern Standard Time (EST). Allowances will be made for preventative maintenance, based on manufacturer's recommended needs as proposed. However, all preventative maintenance shall be scheduled in advance with the DSC supervisor and shall not be disruptive.
9. Close out any maintenance activity with the DSC Supervisor or designee.
10. The immediate replacement of any device in the event that any component is inoperative, due to equipment failure, when the total number of hours of downtime exceeds 10% of the operational use time in any thirty (30) day period.
11. Provide repair, maintenance and technical support for the Document Imaging/Scanning system. Service will be provided within 2 hours for a non-functional piece of equipment, and 24 hours for all other maintenance.

A.69. Hardware Refresh Plan

The Contractor shall provide a Hardware Refresh Plan for the Image Collection System, Document Imaging/Scanning System, and Site Printers as specified in Attachment N. The Hardware Refresh Plan shall include a refresh schedule specifying when hardware will be refreshed and how new hardware will be deployed.

TDOS requires hardware to be refreshed at least every three (3) years and prior to the fourth (4th) anniversary of the date of manufacture. Statewide deployment of new hardware shall be complete within thirty (30) days. The Contractor shall replace and install the new hardware. TDOS defines new hardware as hardware that is within one (1) year of the manufacturing date.

In addition, upon the request of the State, the Contractor shall replace any equipment.

TDOS requires that the Image Collection System (ICS) hardware and software be compatible with the Examiner Workstation as upgraded equipment is deployed.

A.70. Disaster Recovery and Business Continuity Plans

TDOS requires the Contractor to supply plans for disaster recovery and business continuity. The plans shall detail how services will be continued if major problems are encountered anywhere in the technology infrastructure or in the event of a disaster at any point in time during the life of the contract.

In the event of a Disaster at a TDOS DSC site, the Contractor will be contacted by TDOS. The Contractor will be required to:

1. Coordinate with TDOS in the assessment of the situation as it relates to security, equipment, materials and supplies that are the responsibility of the Contractor.

2. Coordinate with TDOS in developing the recovery recommendations, including providing current inventory information for the Site.
3. Assist TDOS in establishing a temporary Site for Operations (if necessary) with Capture Workstations and other equipment, software, and Supplies.
4. Coordinate with TDOS for the removal and replacement of Workstation applications, equipment, and supplies to re-establish the Site.
5. The Contractor shall include a plan for coordinating disaster recovery efforts with TDOS in the event of a Disaster at a DSC site. The plan shall include contact information for the proposed Contractor Disaster Recovery Manager.
6. The Contractor shall also include a proposed plan to continue to provide services in the event of a disaster at the Card Production Facility.
7. The Contractor shall maintain an up-to-date business continuity plan and participate with TDOS in any State or department sponsored disaster recovery exercise.

A.71. Post Implementation Workstation Change Requirements

After the complete implementation of the DLS, TDOS may require the Contractor to install or move Workstations and associated Peripheral Equipment and /or Interim DL/ID printers to support changes in DSC issuance volumes and/or changes in TDOS DSC locations. TDOS will provide a minimum of five (5) days notice to the Contractor that a DSC will require a change in the quantity or location of installed Workstations and/or printers installed. Upon receiving an authorized request from TDOS, the Contractor shall perform the following minimum requirements:

1. Coordinate with TDOS and the affected DSC Supervisor on all aspects of the request.
2. Perform all work to move the Workstations and other specified hardware according to the schedule specified by TDOS or within five (5) business days for receiving an authorized request, whichever is later.
3. If Workstation equipment is a State spare housed by TDOS, pick up said equipment for the TDOS DSC specified by TDOS.
4. Include at no charge the installation of State spare equipment.
5. Include at no charge the moving of Workstations and other specified hardware within any DSC that are occasionally needed by TDOS.
6. Perform all on-site installation activities after DSC operation hours, unless otherwise agreed to by TDOS.
7. If the request involves removing Workstation(s), ensure all locally stored DL/ID issuance transaction Images and data have been successfully minded to the State's Central Image System.
8. Update all equipment inventory records as changes are made.
9. Remove all trash associated with the work performed from the Workstation area and dispose of as required by TDOS.
10. Close out the request with the DSC Supervisor or designee.
11. Return or transfer all removed or excess Workstation equipment to TDOS.

A.72. Testing and Installation Requirements

Testing requirements are defined in two (2) phases, pre-implementation and post-implementation. TDOS requires a test system that fully and accurately simulates the production DLS in a manner that does not compromise the production database and that fully accommodates testing all facets of the DLS. The pre-implementation phase describes testing requirements to ensure successful implementation of a new Digitized License System (DLS). The post-implementation phase

describes testing requirements that will allow TDOS to manage and implement change requests as necessary throughout the life of the contract.

The Contractor shall define proposed test environments and a test management plan that allow for the functions described herein and describe its approach to meeting the testing requirements identified herein.

A.72.a. Pre-Implementation Testing Requirements

The purpose for this phase of the project is to conduct tests including, but not limited to, the following functions for implementing a new Digitized License System (DLS) platform to ensure:

1. Interoperability between all TDOS and Contractor Systems.
2. Successful introduction of a new system (hardware and software).
3. Successful processing of Interim and Permanent transactions and Documents.
4. Accurate and efficient output of data and transfer to and from the CIS and Workstations.
5. Ability to capture and process transactions for reporting.
6. Successful preparation, processing, and delivery of Permanent DL/ID for mailing.
7. Successful testing of backup and disaster recovery processes and systems.
8. Successful testing of web-based applications.
9. The Contractor shall conduct a security assessment of all applications prior to deployment to identify and resolve vulnerabilities such as those found in the Open Web Application Security Project (OWASP) top ten security vulnerabilities. In addition, the Contractor shall conduct testing of the effectiveness of the Contractor developed security plan outlined in Section A.58 prior to deployment.

A.72.b. Pre-Implementation Test Plan

The Contractor shall prepare and present a test management plan that details the activities, schedule, dependencies, risks, and contingencies, assumptions, and resources required to conduct the test plan. TDOS and the Contractor will work together to define the final test plan. At a minimum, the Contractor's test management plan shall include the following:

1. Test schedule, approach, and a statement of required and assigned resources with associated roles and responsibilities.
2. Test stages including, but not limited to, the development of extensive test scenarios and expected results that meet or exceed the requirements of this Contract. TDOS shall approve in writing each test stage before the next test stage can begin.
 - a) Unit Testing – Unit testing is completely the Contractor's responsibility. The Contractor shall ensure that the product within its control is functional and meets or exceeds test specifications.
 - b) Integration Testing – The Contractor shall conduct integration testing to ensure that all components including software and hardware work together.
 - c) System Testing – The Contractor shall conduct functional testing to ensure that all components of the DLIS and DLS, including all peripherals and external interfaces, work together. Integration testing shall be complete before system testing begins.

- d) Stress and Volume Testing - The Contractor shall conduct stress and volume testing to ensure that the system can handle maximum amounts of data and transaction processing and overload testing over a period of time. At a minimum, stress and volume testing should simulate 250% of the estimated peak number of transactions that would be experienced in the fully rolled-out production system.
 - e) Quality Assurance Testing – The Contractor shall work with TDOS to develop a plan identifying all the functionality that shall be tested for quality assurance. TDOS requires that the Contractor shall have already performed, completed, and received approval for system testing before the QA testing stage begins.
 - f) User Acceptance Testing – The Contractor shall work with TDOS to develop a user acceptance test plan and notify TDOS in writing when the DLS is ready for user acceptance testing. The successful completion of this phase indicates that the system is ready for pilot testing. TDOS staff, Information Technology staff, and TDOS operations staff shall be involved with the Contractor in this phase of testing.
 - g) Pilot Testing – The Contractor shall work with TDOS to develop a pilot test plan to implement the live system at one or more TDOS Driver Service Centers prior to Full Implementation. The pilot testing must be successful before statewide rollout of the system can begin.
3. Identification of testing tools that will be used and their purpose.
 4. Method to track and manage issues discovered during testing.
 5. Method to maintain and manage version control.

A.72.c. Testing Equipment

In order to facilitate the pre-implementation user acceptance testing phase, TDOS will provide a bank of 5 Workstations and test data that will accurately approximate real production data. The Contractor shall provide all necessary software and equipment and two (2) printers which will be used for user acceptance testing by TDOS employees. Multiple Workstations shall be configured as if they were all co-located in a single Driver Service Center so that all aspects of hardware and software can be fully tested. Additionally, two (2) functional Workstations and Contractor support of these are required at TDOS Headquarters. These Workstations will be used by the TDOS IT department for post-implementation development and testing purposes.

A.72.d. Pre-Implementation Pilot Testing

In order to facilitate the pre-implementation pilot testing phase, the Contractor will provide hardware, software and all peripherals. The exact number of Workstations and Pilot Sites will be determined by TDOS during pre-implementation.

A.72.e. TDOS System Acceptance

The Contractor shall meet TDOS system acceptance requirements before phased implementation can begin. System acceptance will be conducted in two (2) phases:

1. User Acceptance Testing
2. Pilot Testing

Phase One (1) shall be successfully completed before Phase Two (2) can begin. Each phase shall meet the standard of performance defined below. The Contractor shall receive pilot acceptance testing signoff in writing from TDOS before installation can commence.

A.72.f. Standard of Performance Requirement

To complete acceptance testing, the Contractor's system shall perform successfully without any unacceptable errors or defects, as will be defined and approved by TDOS in the test plan deliverable, for ten (10) consecutive working days in the test system or in a manner that does not compromise the production database in accordance with TDOS approved acceptance test plan. TDOS defines errors or defects to be conditions that conflict with the approved business and/or functional requirements that are used to design, build, and implement the DLS.

TDOS defines error free testing to include, but is not to be limited to, meeting the following conditions:

1. Testing shall exercise the entire system and include, but not be limited to, testing in full system life cycle including compatibility with the State WAN, the existing DLIS, the TDOS User Interface(s), and all hardware and peripheral devices.
2. If any software and hardware fails to meet the specified requirement of the Contract or a Document cannot be produced in the specified time, TDOS may require the Contractor to restart the system acceptance procedure. The decision to restart the system acceptance procedure will be at the sole discretion of TDOS.

A.73. Post-Implementation Test Requirements

TDOS may require the Contractor to make changes in the DLS after the system has been implemented due to legislative mandates or changes to business processes. The Contractor will follow the same testing requirements as used during the pre-implementation phase and ensure the following:

1. Minimal interruption to daily operations as a result of system testing.
2. Efficient and thorough testing of software and hardware upgrades, enhancements and changes prior to production implementation utilizing each of the testing stages as appropriate.
3. The test system shall be available for TDOS to conduct other training functions.
4. TDOS has the ability to test changes outside of the production environment via a test database that will be subject to the same testing stages as defined for pre-implementation testing. Access to a separate test database comprised of a subset of the production database in the test system shall:
 - a) Support an initial database of 100,000 test records with the capacity to accommodate multiple changes and additions to records over a one-year period that could expand to as many as 500,000 records.
 - b) Reside on a separate partition of the production CIS or on a separate test platform that meets the same system accessibility and functional requirements and the same system configuration settings as production.
 - c) Mirror all existing production versions of operating and application software;
 - d) Be refreshed with a new subset of test records on an annual basis, or more frequently if request by TDOS. TDOS and the Contractor will mutually agree to a more frequent database refresh if necessary.
 - e) Meet the same security as the production system with limited access to authorized TDOS personnel.

A.74. Installation

The Contractor shall be responsible for complete installation of all hardware and software at each DSC and County Clerk Site, any centralized facility (OIR Data Center), and Card Production Facility. The Contractor shall provide a phased implementation schedule that will be jointly

developed with TDOS during the schedule development portion of the project planning meetings. Implementation shall be completed as soon as 30 calendar days but no later than 45 calendar days after pilot testing signoff. The implementation schedule shall be approved by TDOS and shall allow adequate time for just-in-time training for TDOS personnel who will be using the new DLS. Full Implementation includes, but is not limited to, all workstations, peripherals, system software, application software, cables, and printers.

A.74.a. Installation Requirements

1. The Contractor shall provide a phased implementation management plan that shall include, but not be limited to, objectives, scope, timetables, milestones, specific tasks by DSC, and technical requirements.
2. The Contractor shall provide a minimum of one (1) hardware engineer, one (1) software engineer, and one (1) QA engineer who has worked on the development and installation of the DLS to be on-site during the entire implementation period and for up to 10 calendar days following Full Implementation if TDOS is satisfied with the implementation results.
3. At the time of Full Implementation, all equipment shall be new and in good working order. All equipment shall be installed in accordance with the specifications contained in the original equipment manufacturer's installation instructions.
4. Installation shall be accomplished with minimal interruption of normal day-to-day operations. This may require after hours and weekend installation for all Driver Service Centers.

A.75. Document Imaging/Scanning

The Contractor shall provide Document Imaging/Scanning solution at the Driver Service Centers that will interface with the State Enterprise Content Management (ECM) System (currently [REDACTED] or its successors).

FileNet is a commercial-off-the-shelf enterprise content management system that is currently being implemented by TDOS. The Driver Service Centers are not equipped with scanning devices and this is a function that TDOS would like to implement to electronically capture and forward Applicant provided credentials and other supporting documents to FileNet. All scanned verification/breeder documents will remain the property of TDOS. The volume for pages scanned annually is estimated at 10 million. TDOS requires this system to be fully implemented one (1) year after contract start date.

A.75.a. Document Imaging/Scanning Capture Processing

The Contractor's document capture solution shall provide an integrated capture architecture to allow for the scan, automated assembly, quality assurance, release and/or export, and indexing of verification/breeder documents. At minimum, the Contractor's solution shall provide the following:

1. A common capture application for use in all TDOS and County Clerk Driver Service Centers.
2. The solution must allow real-time scanning, automatic assembly and indexing of customer documents.
3. Allow super users to edit scanned documents including adding pages, removing pages, re-ordering pages, and accept or reject individual documents.
4. Allow a user to perform manual document assembly and indexing for specified types of documents.
5. Allow an administrator to specify the scan resolution up to 300 dpi and specify Image output formatting including bi-tonal, grey-scale, and color.

6. Allow an administrator to specify the output format of documents as either single-page or multi-page TIFF files.
7. Allow an administrator to specify the output format of documents as color TIFF Images using JPEG Image compression and controlled quality encoding such that Images may be stored using JPEG compression using varying compression ratios that produce Images at varying quality levels and file sizes.
8. Support bi-tonal Image compression using CCITT Group IV compression as defined the AAMVA National Standard for the Driver License/Identification Card.
9. Support the JPEG Image compression standard for continuous tone (i.e. color) Images as defined in the AAMVA National Standard for the Driver License/Identification Card.
10. Automated document clean up including blank page detection, border removal, de-skew, de-speckle, line/streak removal, and Image lightening/darkening/sharpening, and re-scanning to correct improperly imaged documents.
11. Automated document separation and assembly through the use of barcodes and/or patch codes either printed on a separator page or on the face of a document.
12. Automatic indexing of documents using system-generated values (including a globally-unique document identifier), values read from documents using optical character recognition, and/or values derived from database look-up.
13. Automated indexing of documents using optical character recognition of 1-dimensional and 2-dimensional barcodes including, at a minimum, 3-of-9 and PDF417 barcodes at a rate of no less than 99.9% accuracy.
14. Automatically identify and group "related documents" and systematically associate or cross-reference such documents using a common system-generated identifier as an index value for each related document.
15. Allow an administrator to insert a quality assurance step in the capture workflow and sample documents for quality assurance purposes using a TDOS-defined sampling routine.
16. Record and maintain an audit trail of all actions taken by an operator on a batch of Images and/or individual Image in a batch.
17. Allow system administrator to manage from a central location the configuration of each capture location such as adding and removing capture locations, managing software configuration settings, and synchronizing software configuration settings across all capture locations.
18. Upload documents from remote capture locations to a central sit on either a scheduled or ad hoc (i.e. user-initiated) basis.
19. Collect and maintain metric data related to all steps in the capture flow and allow an administrator to view the status of all capture flows.
20. An automated method of releasing documents and index values to the state ECM, currently [REDACTED] or its successors, with manual intervention.
21. An automated method to export documents and document values in batch mode to a Secured File Transfer Protocol) SFTP site without manual intervention.
22. An automated method to purge all locally captured document Images residing on each workstation and/or any systems used by the Contractor to process and transmit document Images and index values within ten (10) business days after they have been successfully uploaded to FileNet.

A.75.b. Document Imaging/Scanning Hardware

The Contractor shall provide, install and support scanners equipped with an automatic document feeder that supports multiple sized documents in a single run, i.e. driver license cards or permanent resident cards, etc. The Document Imaging Scanner shall meet the following requirements:

1. The Document Imaging Scanner shall accept and scan a document size up to 11" by 14".
2. The manufacture's rated duty cycle for the Document Imaging Scanner shall be a minimum of 4000 pages per day duty cycle.
3. The Document Imaging Scanner shall support both simplex and duplex scanning.
4. The Document Imaging Scanner shall have the ability to scan documents of various size and thickness, such as, passports, social security cards, driver licenses, and identification cards. TDOS requires the capture of both sides of a document in a single run.
5. The Document Imaging Scanner shall output documents at a color depth of 24 bits per pixel.
6. The Document Imaging Scanner shall have a scanning speed of 60 simplex and 120 duplex images per minute in monochrome and grayscale at an optical resolution of 600 dpi. It shall have an optimal resolution of 300 dpi at a speed of 40 ppm/80 ipm for color scanning.
7. The Document Imaging Scanner shall be equipped with a minimum 50 sheet document feeder and a minimum 50 sheet output tray.

A.76. Over-the-Counter (OTC) Issuance Solution

The Contractor will provide an OTC solution to be located at TDOS Headquarters to facilitate the production of Employee Identification (EI) cards, undercover permanent DL/ID for law enforcement, and other special handling issuances. The Contractor's OTC solution will produce a permanent DL/ID document for law enforcement that is identical to or identical to the untrained eye of the permanent document DL/ID produced at the Central Production Facility.

The Employee Identification (EI) card will be issued to active TDOS employees and shall be in formats that distinguish "covered employees" as defined by the REAL ID Act of 2005 or its successors from "non-covered civilian employees", and commissioned employees. TDOS requires a distinct design format that is virtually impossible to counterfeit or alter in an undetectable manner and readily identifies employees as belonging to one of the following classifications:

1. Covered Employee
2. Non-covered Civilian Employee
3. Commissioned Employee

The EI cards represent a very small percentage of production with an estimated quantity of 1800 EI cards produced during the first year of initial issuance. Subsequent issuances will be to replace lost/stolen cards or to issue to new hires.

The Contractor will provide the card printer, software, peripheral equipment, and all consumables required to produce an over-the-counter DL/ID/EI.

- A.77. Contractor will not be compensated under this contract until driver license cards are produced and approved by the state.

B. CONTRACT TERM:

This Contract shall be effective for the period commencing on March 1, 2011 and ending on February 29, 2016. 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 twenty-two million two hundred forty-four thousand two hundred fifty dollars and no cents (\$22,244,250.00). 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:

Service Description	Amount (per compensable increment)				
	March 1, 2011 to February 29, 2012	March 1, 2012 to February 28, 2013	March 1, 2013 to February 28, 2014	March 1, 2014 to February 28, 2015	March 1, 2015 to February 29, 2016
Production for licenses printed at OTC location	\$ 2.23 / per card				
Licenses printed at Central Production Facility.	\$ 2.23 / per card				

- 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:
- TN Department of Safety
Driver License Issuance Division
1150 Foster Ave
Nashville, TN 37243
- 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: Safety & Driver License Issuance;
- (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.

- f. All monthly invoices shall be submitted with a reconciliation report to balance transactions shown by the card production system and those recorded by the DLIS. Payment will be based on the number of cards TDOS identifies as being produced.
- 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 thirty (30) 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. Prohibition of Illegal Immigrants. The requirements of Public Acts of 2006, Chapter Number 878, of the state of Tennessee, 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 A, 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 Public Chapter 878 of 2006 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:

Michael Hogan, Director of Driver Services Division
Tennessee Department of Safety
1150 Foster Avenue
Nashville, Tennessee 37243
Michael.Hogan@tn.gov
Telephone # (615) 251-5140
FAX # (615) 253-2092

The Contractor:

Bob Eckel, President
L-1 Secure Credentialing, Inc.
296 Concord Road 3rd Floor
Billerica, MA 01821
beckel@l1id.com
Telephone # 978-215-2525 Office
Fax # 978-215-2409

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.
- E.4. 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 may be required to repay to TCRS the amount of retirement benefits the Contractor received from TCRS during the period of this Contract.
- E.5. Voluntary Buyout Program. The Contractor acknowledges and understands that, for a period of two years beginning August 16, 2008, restrictions are imposed on former state employees who received a State of Tennessee Voluntary Buyout Program (VBP) severance payment with regard to contracts with state agencies that participated in the VBP.
- a. The State will not contract with either a former state employee who received a VBP severance payment or an entity in which a former state employee who received a VBP severance payment or the spouse of such an individual holds a controlling financial interest.
 - b. The State may contract with an entity with which a former state employee who received a VBP severance payment is an employee or an independent contractor. Notwithstanding the foregoing, the Contractor understands and agrees that there may be unique business circumstances under which a return to work by a former state employee who received a VBP severance payment as an employee or an independent contractor of a State contractor would not be appropriate, and in such cases the State may refuse Contractor personnel. Inasmuch, it shall be the responsibility of the State to review Contractor personnel to identify any such issues.
 - c. With reference to either subsection a. or b. above, a contractor may submit a written request for a waiver of the VBP restrictions regarding a former state employee and a contract with a state agency that participated in the VBP. Any such request must be submitted to the State in the form of the *VBP Contracting Restriction Waiver Request* format available from the State and the Internet at: www.state.tn.us/finance/rds/ocr/waiver.html. The determination on such a request shall be at the sole discretion of the head of the state agency that is a Party to this Contract, the Commissioner of Finance and Administration, and the Commissioner of Human Resources.

E.6. Insurance. The Contractor shall carry adequate liability and other appropriate forms of insurance.

- a. The Contractor shall maintain, at minimum, the following insurance coverage:
 - (1) Workers' Compensation/ Employers' Liability (including all states coverage) with a limit not less than the relevant statutory amount or one million dollars (\$1,000,000) per occurrence for employers' liability whichever is greater.
 - (2) Comprehensive Commercial General Liability (including personal injury & property damage, premises/operations, independent contractor, contractual liability and completed operations/products) with a bodily injury/property damage combined single limit not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate.
 - (3) Automobile Coverage (including owned, leased, hired, and non-owned vehicles) with a bodily injury/property damage combined single limit not less than one million dollars (\$1,000,000) per occurrence.
 - (4) Professional Malpractice Liability with a limit of not less than one million dollars (\$1,000,000) per claim and two million dollars (\$2,000,000) aggregate.
- b. At any time State may require the Contractor to provide a valid Certificate of Insurance detailing Coverage Description; Insurance Company & Policy Number; Exceptions and Exclusions; Policy Effective Date; Policy Expiration Date; Limit(s) of Liability; and Name and Address of Insured. Failure to provide required evidence of insurance coverage shall be a material breach of this Contract.

E.7. Confidentiality of Records. Strict standards of confidentiality of records shall be maintained in accordance with the 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 State law and ethical standards and 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 State law and ethical standards.

The Contractor will be deemed to have satisfied its obligations under this section by exercising the same level of care to preserve the confidentiality of the State's information as the Contractor exercises to protect its own confidential information so long as such standard of care does not violate the applicable provisions of the first paragraph of this section.

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.

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

E.8. State Ownership of Work Products. The State shall have ownership, right, title, and interest, including ownership of copyright, in all work products, including computer source code, created, designed, developed, derived, documented, installed, or delivered under this Contract subject to the next subsection and full and final payment for each "Work Product." The State shall have royalty-free and unlimited rights and license to use, disclose, reproduce, publish, distribute,

modify, maintain, or create derivative works from, for any purpose whatsoever, all said Work Products.

- a. To the extent that the Contractor uses any of its pre-existing, proprietary or independently developed tools, materials or information ("Contractor Materials"), the Contractor shall retain all right, title and interest in and to such Contractor Materials, and the State shall acquire no right, title or interest in or to such Contractor Materials EXCEPT the Contractor grants to the State an unlimited, non-transferable license to use, copy and distribute internally, solely for the State's internal purposes, any Contractor Materials reasonably associated with any Work Product provided under the Contract.
- b. The Contractor shall furnish such information and data as the State may request, including but not limited to computer code, that is applicable, essential, fundamental, or intrinsic to any Work Product and Contractor Materials reasonably associated with any Work Product, in accordance with this Contract and applicable state law.
- c. Nothing in this Contract shall prohibit the Contractor's use for its own purposes of the general knowledge, skills, experience, ideas, concepts, know-how, and techniques obtained and used during the course of providing the services requested under this Contract.
- d. Nothing in the Contract shall prohibit the Contractor from developing for itself, or for others, materials which are similar to and/or competitive with those that are produced under this Contract.

E. 9. Ownership of Software and Work Products.

- a. Definitions.
 - (1) "Contractor-Owned Software," which shall mean commercially available software the rights to which are owned by Contractor, including but not limited to commercial "off-the-shelf" software which is not developed using State's money or resources.
 - (2) "Custom-Developed Application Software," which shall mean customized application software developed by Contractor solely for State.
 - (3) "Rights Transfer Application Software," which shall mean any pre-existing application software owned by Contractor or a third party, provided to State and to which Contractor will grant and assign, or will facilitate the granting and assignment of, all rights, including the source code, to State.
 - (4) "Third-Party Software," which shall mean software not owned by the State or the Contractor.
 - (5) "Work Product," which shall mean all deliverables exclusive of hardware, such as software, software source code, documentation, planning, etc., that are created, designed, developed, or documented by the Contractor for the State during the course of the project using State's money or resources, including Custom-Developed Application Software. If the system solution includes Rights Transfer Application Software, the definition of Work Product shall also include such software.

- b. Rights and Title to the Software
 - (1) All right, title and interest in and to the Contractor-Owned Software shall at all times remain with Contractor, subject to any license granted herein.
 - (2) All right, title and interest in and to the Work Product, and to modifications thereof made by State, including without limitation all copyrights, patents, trade secrets and other intellectual property and other proprietary rights embodied by and arising out of the Work Product, shall belong to State. To the extent such rights do not automatically belong to State, Contractor hereby assigns, transfers, and conveys all right, title and interest in and to the Work Product, including without limitation the copyrights, patents, trade secrets, and other intellectual property rights arising out of or embodied by the Work Product. Contractor shall execute any other documents that State or its counsel deem necessary or desirable to document this transfer and/or allow State to register its claims and rights to such intellectual property rights or enforce them against third parties, and Contractor shall cooperate fully in the foregoing endeavors.
 - (3) All right, title and interest in and to the Third-Party Software shall at all times remain with the third party, subject to any license granted thereby.
- c. Nothing in this Contract shall prohibit the Contractor's use for its own purposes of the general knowledge, skills, experience, ideas, concepts, know-how, and techniques obtained and used during the course of providing the services requested under this Contract.
- d. Nothing in the Contract shall prohibit the Contractor from developing for itself, or for others, materials which are similar to and/or competitive with those that are produced under this Contract.

E.10. Incorporation of Additional Documents. Included in this Contract by reference are the following documents:

- a. The Contract document and its attachments
- b. All Clarifications and addenda made to the Contractor's Proposal
- c. The Request for Proposal and its associated amendments
- d. Technical Specifications provided to the Contractor
- e. The Contractor's Proposal
- f. Microsoft Application Compatibility Toolkit
- g. American Association of Motor Vehicle Administrator's (AAMVA's) Personal Identification –AAMVA North American Standard – DL/ID Card Design document
- h. Final Rules and Regulations of the REAL ID Act of 2005

In the event of a discrepancy or ambiguity regarding the Contractor's duties, responsibilities, and performance under this Contract, these documents shall govern in order of precedence detailed above.

- E.11. 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.12. 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.13. Contractor Commitment to Diversity. The Contractor shall comply with and make reasonable business efforts to exceed the commitment to diversity represented by the Contractor's proposal responding to RFP-34901-00031 (Attachment 6.2, Section B, Item B.15.) and resulting in this Contract.

The Contractor shall assist the State in monitoring the Contractor's performance of this commitment by providing, as requested, a 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 Business Diversity Enterprise in form and substance as required by said office.

- E.14. Limitation of Liability. The parties agree that the Contractor's liability under this Contract shall be limited to an amount equal to two (2) times the Maximum Liability amount detailed in Section C.1. and as may be amended, PROVIDED THAT in no event shall this section limit the liability of the Contractor for intentional torts, criminal acts, or fraudulent conduct.
- E.15. 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 five million dollars (\$5,000,000). 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 M hereto), 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 five million dollars (\$5,000,000) and, thereafter, a new performance bond in the amount of five million dollars (\$5,000,000) covering each subsequent calendar year of the contract period, or, in lieu thereof, after the first year the Contractor may submit a standard surety bond continuation certificate for each annual renewal period of the contract. In which case, the Contractor shall provide such performance bonds or standard surety bond continuation certificate 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) or standard surety bond continuation certificate 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.16. Copyrights and Patents. The Contractor agrees to indemnify and hold harmless the State of Tennessee as well as its officers, agents, and employees from and against any and all claims or suits which may be brought against the State for infringement of any laws regarding patents or copyrights which may arise from the Contractor's performance of this Contract. In any such action brought against the State, the Contractor shall satisfy and indemnify the State for the amount of any final judgment for infringement. The Contractor further agrees it shall be liable for the reasonable fees of attorneys for the State in the event such service is necessitated to enforce the terms of this Contract or otherwise enforce the obligations of the Contractor to the State. The State shall give the Contractor written notice of any such claim or suit and full right and opportunity to conduct the Contractor's own defense thereof.
- E.17. Hold Harmless. The Contractor agrees to indemnify and hold harmless the State of Tennessee as well as its officers, agents, and employees from and against any and all claims, liabilities, losses, and causes of action which may arise, accrue, or result to any person, firm, corporation, or other entity which may be injured or damaged as a result of acts, omissions, or negligence on the part of the Contractor, its employees, or any person acting for or on its or their behalf relating to this Contract. The Contractor further agrees it shall be liable for the reasonable cost of attorneys for the State in the event such service is necessitated to enforce the terms of this Contract or otherwise enforce the obligations of the Contractor to the State.

In the event of any such suit or claim, the Contractor shall give the State immediate notice thereof and shall provide all assistance required by the State in the State's defense. The State shall give the Contractor written notice of any such claim or suit, and the Contractor shall have full right and obligation to conduct the Contractor's own defense thereof. Nothing contained herein shall be deemed to accord to the Contractor, through its attorney(s), the right to represent the State of Tennessee in any legal matter, such rights being governed by *Tennessee Code Annotated*, Section 8-6-106.

- E.18. Partial Takeover. The State may, at its convenience and without cause, exercise a partial takeover of any service which the Contractor is obligated to perform under this Contract, including but not limited to any service which is the subject of a subcontract between Contractor and a third party, although the Contractor is not in Breach (hereinafter referred to as "Partial Takeover"). Said Partial Takeover shall not be deemed a Breach of Contract by the State. Contractor shall be given at least 30 days prior written notice of said Partial Takeover with said notice to specify the area(s) of service the State will assume and the date of said assumption. Any Partial Takeover by the State shall not alter in any way Contractor's other obligations under this Contract. The State may withhold from amounts due the Contractor the amount the Contractor would have been paid to deliver the service as determined by the State. The amounts shall be withheld effective

as of the date the State assumes the service. Upon Partial Takeover, 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.

- E.19. Unencumbered Personnel. All persons assigned by the Contractor to perform services for the State under this Contract, whether they are employees, agents, subcontractors, or principals of the Contractor, shall not be subject to any employment contract or restrictive covenant provisions which would preclude those persons for performing the same or similar services for the State after the termination of this Contract, either as a State employee, an independent contractor, or an employee, agent, subcontractor or principal of another contractor with the State. If the Contractor provides the State with the services of any person subject to a restrictive covenant or contractual provision in violation of this provision, any such restrictive covenant or contractual provision will be void and unenforceable, and the Contractor will pay the State and any person involved all of its expenses, including attorneys fees, caused by attempts to enforce such provisions.

IN WITNESS WHEREOF,

L-1 SECURE CREDENTIALING, INC.:



CONTRACTOR SIGNATURE

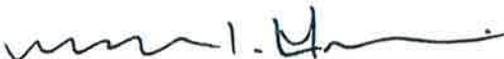


DATE

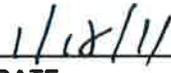
Bob Eckel, President

PRINTED NAME AND TITLE OF CONTRACTOR SIGNATORY (above)

DEPARTMENT OF SAFETY:



COMMISSIONER



DATE

ATTACHMENT A

ATTESTATION RE PERSONNEL USED IN CONTRACT PERFORMANCE

SUBJECT CONTRACT NUMBER:	
CONTRACTOR LEGAL ENTITY NAME:	L-1 Secure Credentialing, Inc.
FEDERAL EMPLOYER IDENTIFICATION NUMBER: (or Social Security Number)	██████████

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



CONTRACTOR SIGNATURE

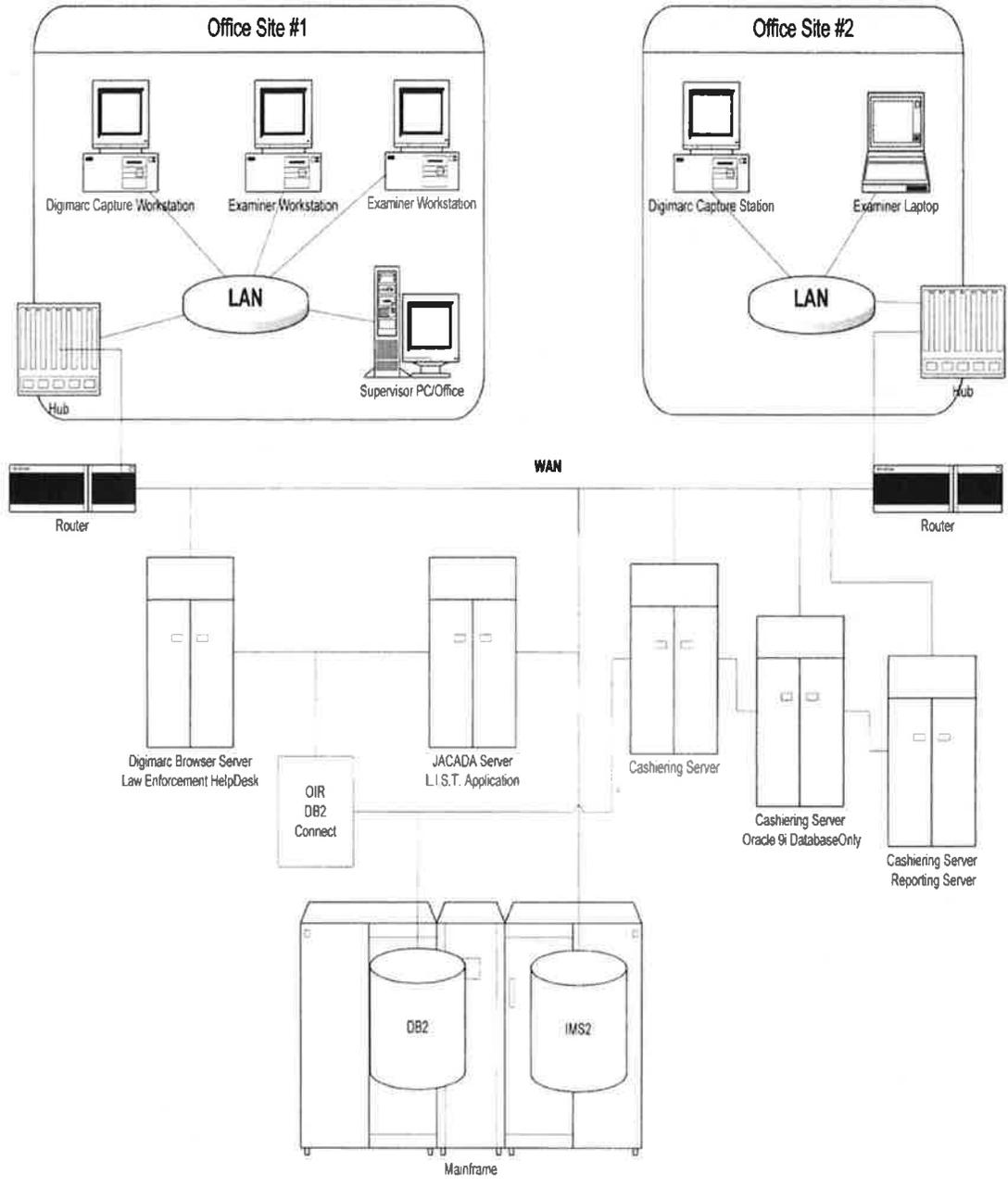
NOTICE: This attestation MUST be signed by an individual empowered to contractually bind the Contractor. If said individual is not the chief executive or president, this document shall attach evidence showing the individual's authority to contractually bind the Contractor.

Bob Eckel, President

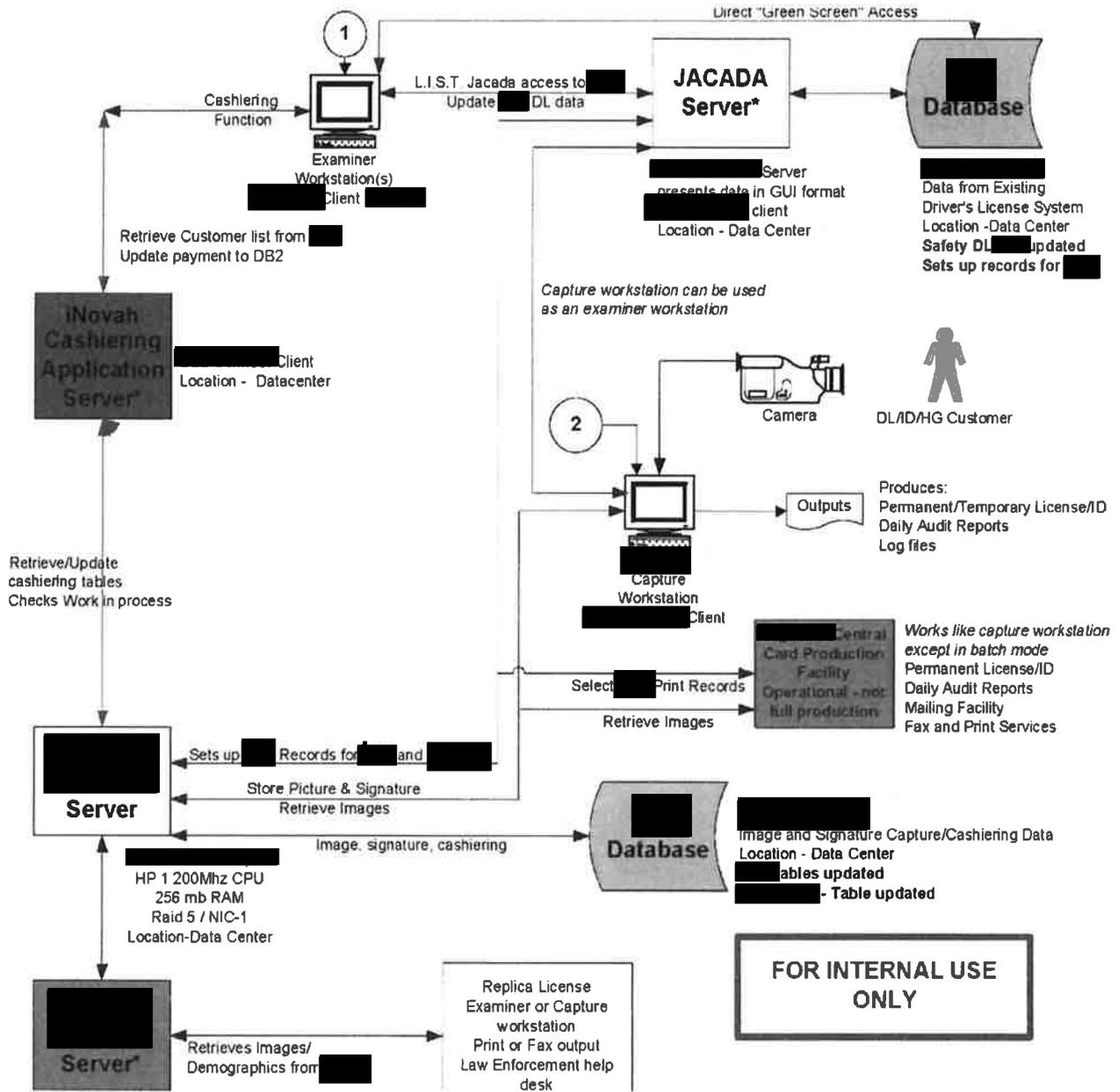
PRINTED NAME AND TITLE OF SIGNATORY

DATE OF ATTESTATION

DIAGRAM OF THE CURRENT DIGITIZED DL SYSTEM CONFIGURATION

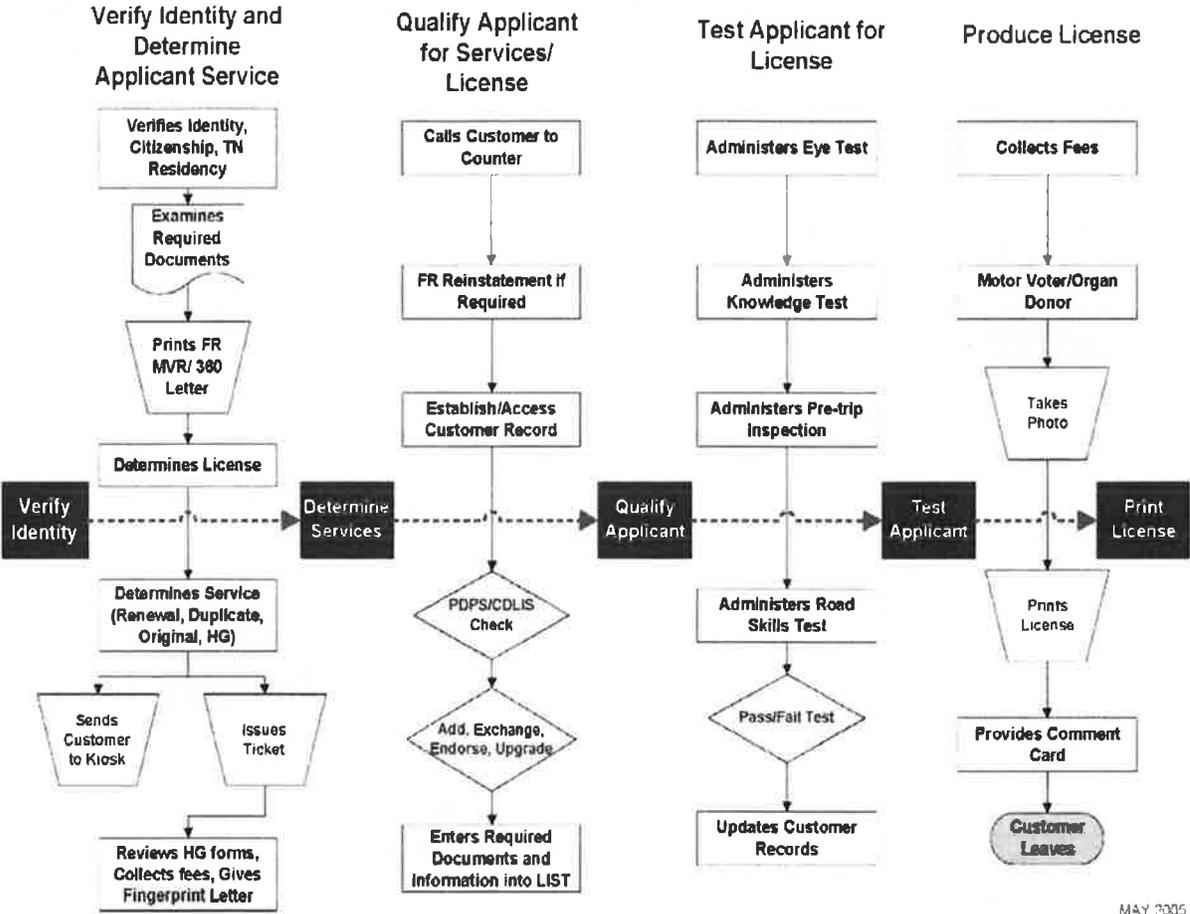


TDOS Digitized Driver License System Process Flow - Current

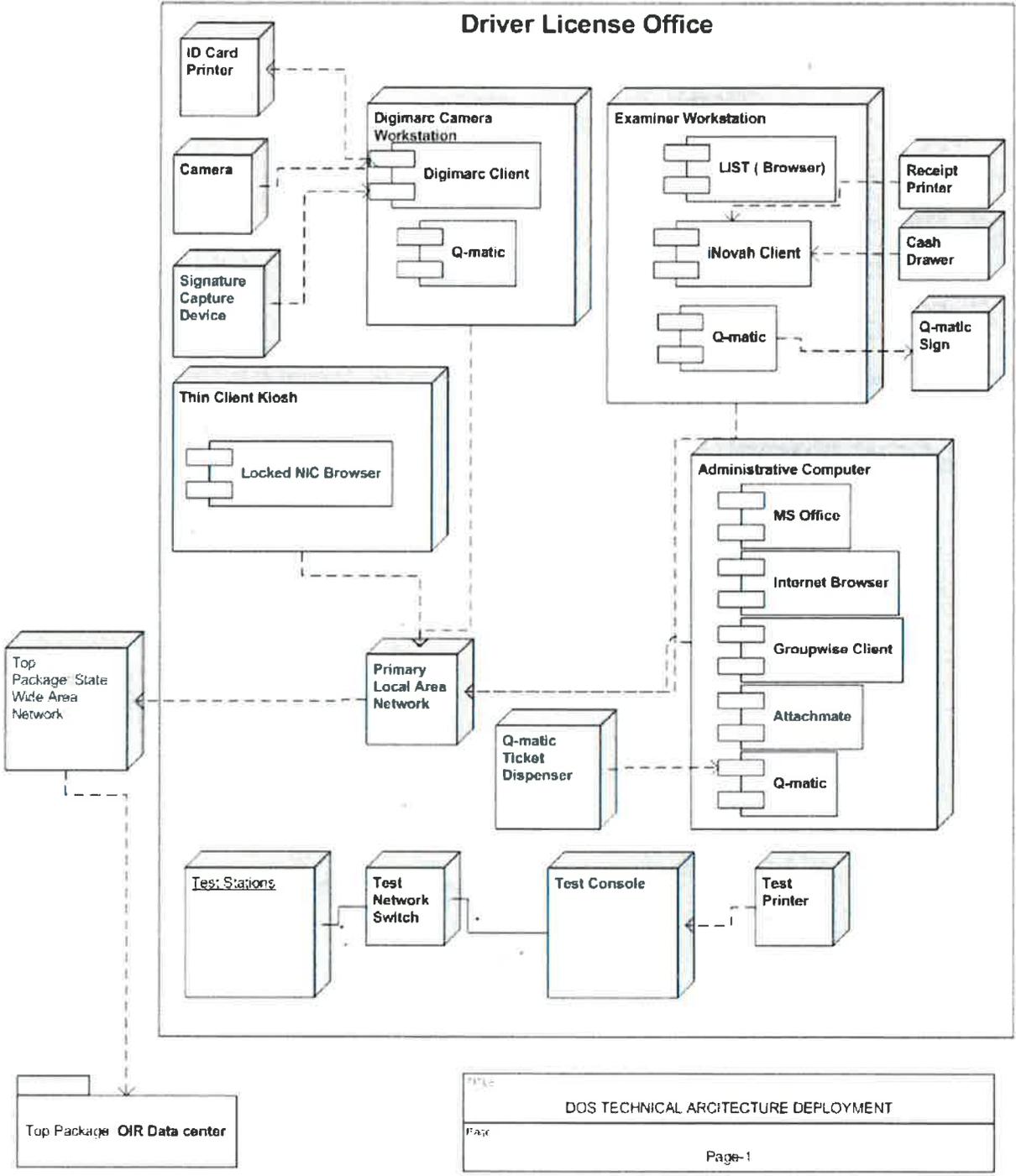


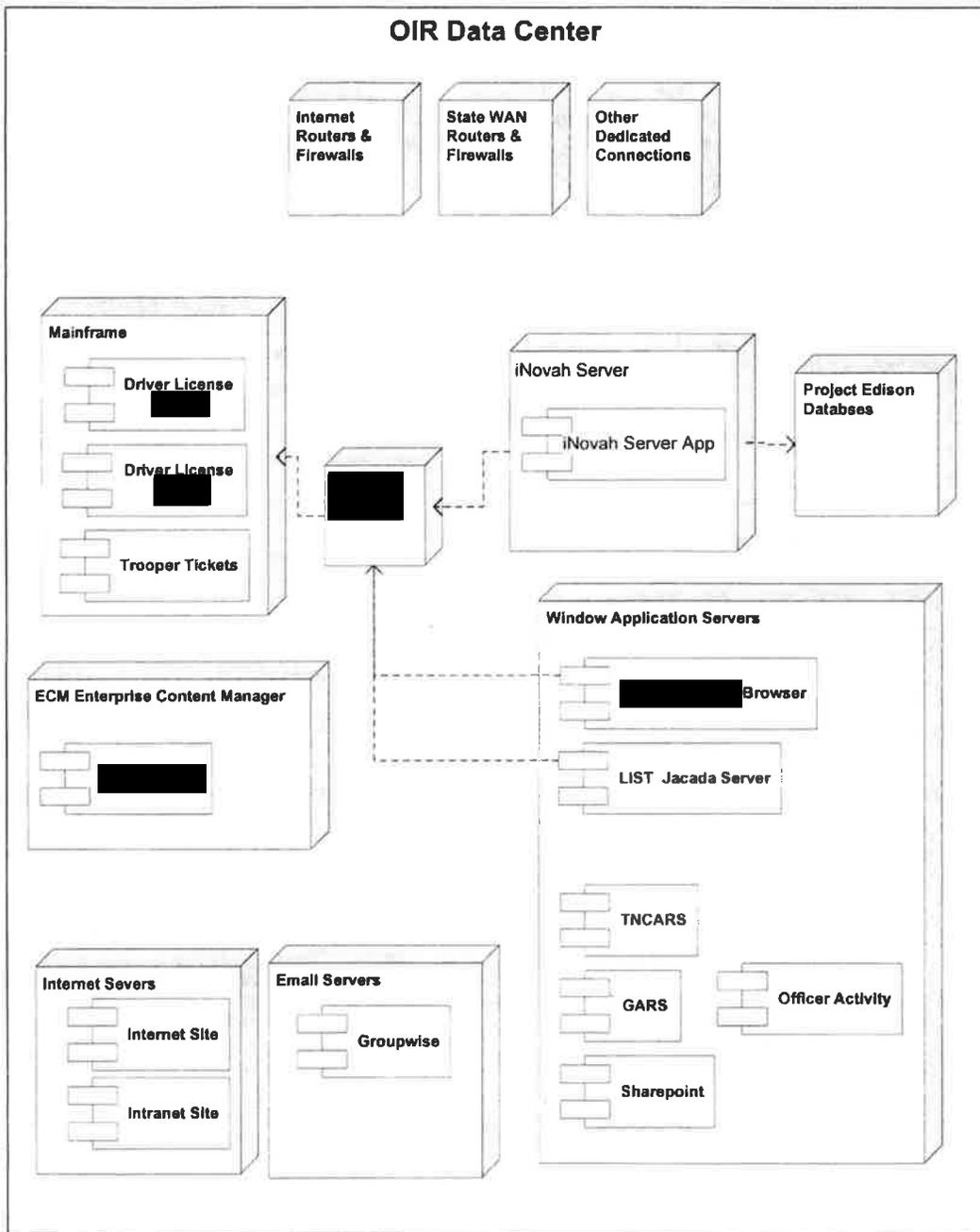
Driver License Station Process Map

Abbreviated



MAY 2005





TITLE	DOS TECHNICAL ARCHITECTURE
Page	Page-1
FULL FILENAME	VISIODOCUMENT

CURRENT TENNESSEE DRIVER LICENSE CARD FORMATS

A1	COMMERCIAL DRIVER LICENSE	ADULT	PHOTO
A2	COMMERCIAL DRIVER LICENSE	UNDER21	PHOTO
A3	COMMERCIAL DRIVER LICENSE	ADULT	NON-PHOTO
A4	COMMERCIAL DRIVER LICENSE	UNDER21	NON-PHOTO
D3	DRIVER LICENSE	ADULT	PHOTO
D4	DRIVER LICENSE	UNDER21	PHOTO
D5	DRIVER LICENSE	ADULT	NON-PHOTO
D6	DRIVER LICENSE	UNDER21	NON-PHOTO
D7	LEARNER PERMIT	ADULT	PHOTO
D8	LEARNER PERMIT	UNDER21	PHOTO
D9	LEARNER PERMIT	ADULT	NON-PHOTO
D0	LEARNER PERMIT	UNDER21	NON-PHOTO
G9	GDL-LEARNER PERMIT	UNDER21	PHOTO
G0	GDL-LEARNER PERMIT	UNDER21	NON-PHOTO
G5	GDL-INTERMEDIATE RESTRICTED DRIVER LICENSE	UNDER21	PHOTO
G7	GDL-INTERMEDIATE RESTRICTED DRIVER LICENSE	UNDER21	NON-PHOTO
G6	GDL-INTERMEDIATE UNRESTRICTED DRIVER LICENSE	UNDER21	PHOTO
G8	GDL-INTERMEDIATE UNRESTRICTED DRIVER LICENSE	UNDER21	NON-PHOTO
H5	HARDSHIP DRIVER LICENSE	UNDER21	PHOTO
H6	HARDSHIP DRIVER LICENSE	UNDER21	NON-PHOTO
17	IDENTIFICATION ONLY	ADULT	PHOTO
18	IDENTIFICATION ONLY	UNDER21	PHOTO
19	IDENTIFICATION ONLY	ADULT	NON-PHOTO
10	IDENTIFICATION ONLY	UNDER21	NON-PHOTO
P1	HANDGUN CARRY PERMIT	ADULT	PHOTO
R5	RESTRICTED DRIVER LICENSE	ADULT	PHOTO
R6	RESTRICTED DRIVER LICENSE	UNDER21	PHOTO
R7	RESTRICTED DRIVER LICENSE	ADULT	NON-PHOTO
R8	RESTRICTED DRIVER LICENSE	UNDER21	NON-PHOTO
T1	INTERIM DRIVER LICENSE	ADULT	PHOTO
T2	INTERIM DRIVER LICENSE	UNDER21	PHOTO
T3	INTERIM DRIVER LICENSE	ADULT	NON-PHOTO
T4	INTERIM DRIVER LICENSE	UNDER21	NON-PHOTO
T5	INTERIM RESTRICTED DRIVER LICENSE	ADULT	PHOTO
T6	INTERIM RESTRICTED DRIVER LICENSE	UNDER21	PHOTO
T7	INTERIM RESTRICTED DRIVER LICENSE	ADULT	NON-PHOTO
T8	INTERIM RESTRICTED DRIVER LICENSE	UNDER21	NON-PHOTO
C1	CAPTURE ONLY		PHOTO
V1	CERTIFICATE FOR DRIVING	ADULT	PHOTO
V2	CERTIFICATE FOR DRIVING (LEARNER PERMIT)	ADULT	PHOTO
V3	CERTIFICATE FOR DRIVING (RESTRICTED DL)	ADULT	PHOTO
V4	CERTIFICATE FOR DRIVING (TEMPORARY DL)	ADULT	PHOTO
V5	CERTIFICATE FOR DRIVING (TEMP RESTRICTED DL)	ADULT	PHOTO
U1	CERTIFICATE FOR DRIVING (DL)	UNDER21	PHOTO
U2	CERTIFICATE FOR DRIVING (LEARNER PERMIT)	UNDER21	PHOTO
U3	CERTIFICATE FOR DRIVING (HARDSHIP)	UNDER21	PHOTO
U4	CERTIFICATE FOR DRIVING (RESTRICTED DL)	UNDER21	PHOTO
U5	CERTIFICATE FOR DRIVING (TEMPORARY DL)	UNDER21	PHOTO
U6	CERTIFICATE FOR DRIVING (TEMPORARY RESTRICTED DL)	UNDER21	PHOTO
U7	CERTIFICATE FOR DRIVING (GDL LEARNER PERMIT)	UNDER21	PHOTO
U8	CERTIFICATE FOR DRIVING (GDL RESTRICTED)	UNDER21	PHOTO

ATTACHMENT G

CURRENT TENNESSEE DRIVER LICENSE CARD FORMATS CONTINUED

U9	CERTIFICATE FOR DRIVING (GDL UNRESTRICTED)	UNDER21	PHOTO
Y0	TEMPORARY DL	ADULT	PHOTO
Y1	TEMPORARY DL	UNDER21	PHOTO
Y2	TEMPORARY LEARNER PERMIT	ADULT	PHOTO
Y3	TEMPORARY LEARNER PERMIT	UNDER21	PHOTO
Y4	TEMPORARY ID ONLY	ADULT	PHOTO
Y5	TEMPORARY ID ONLY	UNDER21	PHOTO
Y6	TEMPORARY RESTRICTED DL	ADULT	PHOTO
Y7	TEMPORARY RESTRICTED DL	UNDER21	PHOTO
Y8	TEMPORARY GDL LP	UNDER21	PHOTO
Y9	TEMPORARY GDL INTERMEDIATE RESTRICTED	UNDER21	PHOTO
Z0	TEMPORARY GDL INTERMEDIATE UNRESTRICTED	UNDER21	PHOTO
Z1	INTERIM TEMPORARY RESTRICTED DL	ADULT	PHOTO
Z2	INTERIM TEMPORARY RESTRICTED DL	UNDER21	PHOTO
Z3	TEMPORARY HARDSHIP	UNDER21	PHOTO
Z4	INTERIM TEMPORARY DL	ADULT	PHOTO
Z5	INTERIM TEMPORARY DL	UNDER21	PHOTO

SAMPLES OF BASIC CARD TYPES

Tennessee
The Volunteer State

DRIVER LICENSE

098358641 Expires 04-04-2014
Issued 10-04-2009

Class: DM Expiration: NONE
Restrictions: 04-01-1956
Sex: F Ht: 5'07" Eyes: BR
DOB ON FILE

IMA TENNESSEE SAMPLE
1150 POSTER AVENUE
NASHVILLE, TN 37210

Ima Sample DL

Tennessee
The Volunteer State

COMMERCIAL DRIVER LICENSE

101945855 Expires 01-05-2009
Issued 10-05-2004

Class: AM Expiration: NONE
Restrictions: 01
Sex: F Ht: 4'11" Eyes: BR
DOB ON FILE

IMA CDL SAMPLE
1150 POSTER AVE
NASHVILLE, TN 37210

Pat W CDL

Tennessee
The Volunteer State

TEMPORARY DRIVER LICENSE

102164181 Expires 10-12-2010
Issued 10-08-2009

Class: DM Expiration: NONE
Restrictions: NONE
Sex: M Ht: 4'01" Eyes: BL
DOB NONE PROVIDED

IMA NEWSCORD SAMPLE
1150 POSTER AVENUE
NASHVILLE, TN 37210

Ima Sample TDL

Tennessee
The Volunteer State

DRIVER LICENSE

102696972 Expires 05-11-2014
Issued 10-08-2009

Class: D Expiration: NONE
Restrictions: NONE
Sex: F Ht: 5'07" Eyes: BR
DOB ON FILE

VALID WITHOUT PHOTO

IMA TN SAMPLE JR
1150 POSTER AVE
NASHVILLE, TN 37210

Ima Sample DL

Tennessee
The Volunteer State

LEARNER PERMIT

101918700 Expires 09-11-1993
Issued 10-08-2009

Class: LP Expiration: NONE
Restrictions: NONE
Sex: F Ht: 5'09"
DOB ON FILE

IMA PERMIT SAMPLE
1150 POSTER AVENUE
NASHVILLE, TN 37210

Donna Kip GDL

Tennessee
The Volunteer State

TEMPORARY LEARNER PERMIT

101946037 Expires 09-01-1993
Issued 10-08-2009

Class: LP Expiration: NONE
Restrictions: NONE
Sex: F Ht: 5'04"
DOB ON FILE

IMA HALLI SATTI SAMPLE
1150 POSTER AVE
NASHVILLE, TN 37210

Donna Sample GDL

Tennessee
The Volunteer State

IDENTIFICATION ONLY

102696891 Expires 01-01-1922
Issued 10-08-2009

IMA TENN
SAMPLE
1150 POSTER
NASH, TN 37210

DOB ON FILE
Sex: F
Ht: 4'11"
Eyes: BR
Restrictions:

IMA TENN SAMPLE
1150 POSTER AVENUE
NASHVILLE, TN 37210

Ima Sample

www.Tennessee.gov

ORGAN DONOR

FOR NON-PHOTO SIGN HERE

RESTRICTIONS

ENDORSEMENTS

ATTACHMENT I

CURRENT DATA ELEMENTS, RESTRICTIONS CODES, AND ENDORSEMENT CODES

Data Elements	Restriction Codes*	Endorsement Codes*
Last Name	01-Corrective Lenses	T - Multiple Trailer
First Name	02-Auto Transmission	N - Cargo Tank
Middle Name	03-Knob/Power Steering	S - School Bus
Suffix	04-Outside Mirrors	F - For Hire
Address, first line	10-Daylight Only	X - Cargo Tank + Hazardous Material
Address, second line	11-Custom Controls	P - Passenger
City	12-Seat Cushion	
State	14-Insulin Dependent Diabetic	
Zip Code	15-Special Restriction Order	
Social Security Number	16-Alcohol Interlock Device	
Driver License Number	20-Medical Problems	
License Class	26-Oral Exam (does not print)	
Restrictions	27-Passed School Bus Driver Test (converted to "S" endorsement)	
Characters each (up to 5 endorsements printed)		
.Endorsements	28-Hearing Impairment	
Characters each (up to 5 endorsements printed)		
Date of Birth	30-Active Military (does not expire while in military)	
Expiration Date	40-Out-of-State Driver License (does not print on license)	
Issue Date	50-Vehicles without Air Brakes (printed on license as "L")	
Height	51-Intrastate	
Sex/Gender	52-CMV-Government Vehicle Only (no medical card)	
Eye Color	53-Intracity Zone Only	
21 st Birthday (if under 21 at issuance)	54-Intrastate only, Medical Limitation	
	55-Except Class A Bus	
	56-Except Class A and B Bus	
	57-Except Tractor Trailer	
	69-Not printed: = previous license	
	70-School Bus	
	88-TCA 40-39-201 et seq.	
	90-"DUI" Offender" printed on certain IDs	
	91-Not printed: = Handgun Carry Permit issued	

** The Restriction and
Endorsement Codes may
be amended in the future.*

ATTACHMENT J

DRIVER SERVICE CENTER / COUNTY CLERK OFFICE LOCATIONS AND BUSINESS HOURS

DSC #	DIST	Street Address	County	City	ZIP CODE	Days Open	Business Hours	SPECIAL INFO
701*	1	7320 Region Lane	Knox	Knoxville	37914	M-F	8:00-4:30	
702*	1	207 Center Park Dr, Ste. 2170 Bldg B	Knox	Knoxville	37922	T-F	7:00-5:30	
703*	1	Five Points 2364 Martin Luther King Blvd 7028 Maynardville Hwy,	Knox	Knoxville	37915	M-F	8:00-4:30	
704*	1	Halls Center Plaza	Knox	Knoxville	37918	M-F	8:00-5:00	
705*	1	3001 Knoxville Drive, Suite 1291 300 W. Main Street Rm. 234	Knox	Knoxville	37924	M-F	8:00-9:00	SAT 10:00-4:00
706*	1	Old Knox County Courthouse	Knox	Knoxville	37902	M-F	8:00-4:30	
710*	1	111 Ellison Rd.	Campbell	Lafollette	37766	T-F	7:00-5:30	
720*	1	704 N Charles Seviars Blvd	Anderson	Clinton	37716	M-T	7:00-5:30	
730*	1	1070 N Gateway Avenue	Roane	Rockwood	37854	T-F	7:00-5:30	
740*	1	318 Home Avenue	Blount	Maryville	37801	M-T	7:00-5:30	
741*	1	1220 Graduate Drive	Sevier	Sevierville	37862	T-F	7:00-5:30	
750*	1	570 Main St. A-21	Campbell	Jacksboro	37757	M-F	9:00-3:00	
751*	1	1704 Main Street	Claiborne	Tazewell	37879	M-F	9:00-4:00	
752*	1	283 Court St.	Scott	Huntsville	37756	Tues	8:30-4:00	TH 10:30-6:30
753*	1	901 Main Street, #119	Union	Maynardville	37807	M, T, T, F	8:00-3:30	WED 8:00-11:00
754*	1	100 North Main St. Room 111	Anderson	Clinton	37716	M-F	8:00-5:00	
755*	1	728 Emory Valley Road	Anderson	Oak Ridge	37830	M-F	8:00-5:00	
501*	2	530 Cherokee Blvd	Hamilton	Chattanooga	37405	T-F	7:00-5:30	
502*	2	6502 Bonny Oaks Dr.	Hamilton	Chattanooga	37416	M-F	8:00-4:30	
510*	2	301 James Asbury Dr. NW	Bradley	Cleveland	37312	T-F	7:00-5:30	
511*	2	150 Plaza Circle	McMinn	Athens	37303	T-F	7:00-5:30	
520*	2	307 Industrial Blvd.	Coffee	Tullahoma	37388	T-F	7:00-5:30	
530*	2	4950 Main Street, Bldg D	Marion	Jasper	37347	T-F	7:00-5:30	
533*	2	68 Cumberland Street	Grundy	Altamont	37301	M-F	8:00-3:30	FRI TIL 4:00 WED & SAT 8:30-12:00 SAT 8:30-12:00
551*	2	103 College Street, Suite 1	Monroe	Madisonville	37354	M, T, T, F	8:30-4:00	
553*	2	5 South Hill Street, Ste A	McMinn	Athens	37303	M-F	8:30-4:00	
560*	2	625 Georgia Avenue Room 201	Hamilton	Chattanooga	37402	M-F	8:00-4:30	
570*	2	Polk Co. Courthouse Room 102, Hwy 411	Polk	Benton	37307	M-F	8:30-4:00	
577*	2	22 Cherry Street, P.O. Box 248	Sequatchie	Dunlap	37327	M-F	8:00-4:00	
301	3	624 Hart Lane	Davidson	Nashville	37216	M-F	8:00-4:30	
302	3	6604 Centennial Blvd.	Davidson	Nashville	37209	M-F	8:00-4:30	

DSC #	DIST	Street Address	County	City	ZIP CODE	Days Open	Business Hours	SPECIAL INFO
303	3	1601 Murfreesboro Rd.	Davidson	Nashville	37217	M-F	8:00-4:30	
304	3	312 8th Avenue South Snodgrass Bldg.	Davidson	Nashville	37243	M-F	8:30-2:30	
310	3	220 W Dunbar Cave Rd.	Montgomery	Clarksville	37040	T-F	7:00-5:30	
312	3	31 Main Street, P.O. Box 388	Houston	Erin	37061	M-F	8:00-4:00	
340	3	1035 Samsonite Blvd.	Rutherford	Murfreesboro	37129	T-F	7:00-5:30	
361	3	4676 Highway 41 North, Ste. C	Robertson	Springfield	37172	M-T	7:00-5:30	
370	3	511 S. Brown Street	Robertson	Springfield	37172	M-F	8:00-4:30	
371	3	523 Mainstream Dr.	Nashville	Davidson	37228	M-F	8:00-4:00	
101	4	6340 Summer Avenue	Shelby	Memphis	38134	M-F	8:00-4:30	MON TIL 6
102	4	3200 E. Shelby Dr.	Shelby	Memphis	38118	M-F	8:00-4:30	MON TIL 6
104	4	5019 W Union Road	Shelby	Millington	38053	M-F	8:00-4:30	MON TIL 6
105	4	3040 Walnut Grove Rd.	Shelby	Memphis	38111	M-F	8:00-4:30	MON TIL 6
112	4	116 S. Court Street	Lake	Tiptonville	38079	M-F	8:30-4:30	
122	4	220 Highway 51-N, Ste 1	Tipton	Covington	38019	T-F	7:00-5:30	
123	4	7027 Highway 64 W	Fayette	Oakland	38060	T-F	7:00-5:30	
150	4	1 N. Washington Ave.	Haywood	Brownsville	38012	W, TH	8:30-4:00	
170	4	150 Washington Avenue, Ste 103	Shelby	Memphis	38103	M-F	8:00-4:15	
801*	5	3769 Highway 11-W	Sullivan	Blountville	37617	T-F	7:00-5:30	
810*	5	206 Cherokee Dr. Ste 3	Carter	Elizabethton	37643	T-F	7:00-5:30	
820*	5	4717 Lake Park Dr.	Washington	Johnson City	37615	M-T	7:00-5:30	
830*	5	1210 Hal Henard Road	Greene	Greeneville	37743	T-F	7:00-5:30	
840*	5	1901 State St.	Hamblin	Morristown	37814	T-F	7:00-5:30	
845*	5	214 West Main St., P.O. Box 710	Jefferson	Dandridge	37725	M-F	8:30-4:00	SAT 8:00-10:30
849*	5	2550 East Morris Blvd.	Hamblen	Morristown	37814	M-F	10:00-7:00	SAT 10:00-2:00
850*	5	111 Court Ave., Room 101	Cocke	Newport	37821	M, T, T, F	9:00-4:00	WED 9:00-11:30
851*	5	111 East Main St., #204	Hawkins	Rogersville	37857	M-F	8:00-4:00	
852*	5	222 W. Main St.	Johnson	Mountain City	37683	M-F	8:30-4:30	
853*	5	418 Harrison St., Suite 98	Hancock	Sneedville	37869	2nd & 3rd F	8:00-4:30	CLOSED 11:45-12:45
854*	5	100 Main Street, Suite 100	Unicoi	Erwin	37650	M-F	9:00-4:30	SAT 9:00-12:00
350	6	725 Elkins Dr.	Wilson	Lebanon	37087	M-T	7:00-5:30	
360	6	855 North Bluejay Way	Sumner	Gallatin	37066	T-F	7:00-5:30	
601	6	4600 Jefferson Street	Putnam	Cookeville	38506	M-T	7:00-5:30	
610	6	1350 Sparta St.	Warren	McMinnville	37110	T-F	7:00-5:30	
620	6	31 Daniel Dr. Suite 101	Cumberland	Crossville	38555	T-F	7:00-5:30	

DSC #	DIST	Street Address	County	City	ZIP CODE	Days Open	Business Hours	SPECIAL INFO
650	6	139 East Lake Ave., Ste E	Clay	Celina	38551	M, T, T, F	8:00-4:00	SAT 8:00-12:00
651*	6	415 North Kingston St.	Morgan	Wartburg	37887	M-F	8:30-4:00	
320	7	114 West Christie Drive	Dickson	Dickson	37055	T-F	7:00-5:30	
330	7	3830 Carothers Parkway	Williamson	Franklin	37076	T-F	7:00-5:30	
341	7	5227 Murfreesboro Rd. Ste. 103	Rutherford	Lavergne	37086	M-T	7:00-5:30	
401	7	235 East Gaines St.	Lawrence	Lawrenceburg	38464	M-T	7:00-5:30	
410	7	1701 Hampshire Pike	Maury	Columbia	38401	T-F	7:00-5:30	
420	7	1304 Railroad Avenue	Bedford	Shelbyville	37160	T-F	7:00-5:30	
422	7	4110 Thorton Taylor Parkway	Lincoln	Fayetteville	37334	M-T	7:00-5:30	
451	7	1107 Courthouse Annex	Marshall	Lewisburg	37091	T-TH	8:00-4:00	
110	8	361 James H. Rice Rd.	Dyer	Dyersburg	38024	M-F	8:00-4:30	
111	8	1604B West Reelfoot Avenue	Obion	Union City	38261	M-F	8:00-4:30	
124	8	200 Harris Street	Hardeman	Whiteville	38075	T-F	7:00-5:30	
201	8	100 Benchmark Circle	Madison	Jackson	38301	M-F	7:30-5:00	
210	8	2211 Highway 45 Bypass South	Gibson	Trenton	38382	M-T	7:00-5:30	
220	8	1120 Tyson Avenue	Henry	Paris	38242	M-F	8:30-5:00	
221	8	8598 Highway 22	Weakley	Dresden	38225	T-F	7:00-5:30	
224	8	1 East Court Square, Ste. 101	Benton	Camden	38320	M-F	8:30-3:30	FRI TIL 4:30
225	8	101 West Washington St., Ste 102	Henry	Paris	38242	M-F	8:00-4:00	
226	8	17 Monroe Ave., Ste. 2	Henderson	Lexington	38351	M-F	9:00-4:00	
228	8	133 East Main Street	Chester	Henderson	38340	M-F	9:00-3:00	
230	8	880 Pickwick St. Unit 2	Hardin	Savannah	38372	T-F	7:00-5:30	

* Denotes Eastern Time Zone
Denotes County Clerk Office

ATTACHMENT K

ESTIMATE OF EQUIPMENT NEEDS AND EXPECTED CARD PRODUCTION

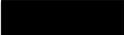
Expected Driver Service Centers						
	FY 2010 *	FY 2011***	FY 2012	FY 2013	FY 2014	FY 2015
Driver Service Centers	50	52	57	57	57	57
County Clerk Locations	36	36	36	36	36	36
Central Office / Testing / Training	1	2	2	2	2	2
DSC Examiner Work Stations	300	312	342	342	342	342
County Clerk Work Stations	36	36	40	40	40	40
Expected Equipment Needs						
	FY 2010 *	FY 2011	FY 2012	FY 2013	FY 2014	FY 2015
Image Capture Cameras	100	202	222	222	222	222
Signature Capture Pads	100	366	401	401	401	401
Bar Code Readers	209	366	401	401	401	401
Source Document Scanners	0	202	222	222	222	222
Card Printers	100	2	3	3	3	3
Interim Doc Printers	0	202	222	222	222	222
Expected Card Production						
	FY 2010*	FY 2011	FY 2012	FY 2013	FY 2014	FY 2015
Card Prints **	1,676,621	1,800,000	1,850,000	1,900,000	1,950,000	2,000,000

* Current Fiscal Year For Reference Only

** Compound Annual Growth Rate (CAGR) of 1.1 Percent

***Note: The State Fiscal Year (FY) begins July 1st and ends June 30th of the following year. For example, Fiscal Year (FY) 2011 begins July 1, 2010 and ends on June 30, 2011.

GLOSSARY OF ACROYMNS AND TERMS

AAMVA	American Association of Motor Vehicle Administrators
CIS	Central Image System
CPF	Card Production Facility
CPS	Card Production System
DHS	U.S. Department of Homeland Security
DL	Driver License
DLIS	Driver License Information System (Encompasses 3270 Mainframe IMS, DB2, and JACADA)
DLS	Digitized License System (Image and Card Production System)
DSC	Driver Service Center
ECM	Enterprise Content Management System
EI	Employee Identification Card
EW	Examiner/Operator Workstation that is fully integrated, including the existing TN Driver License software, cashiering, software, etc.
	The State's Enterprise Content Management (ECM) System
HGCP	Hand Gun Carry Permit
ICN	Inventory Control Number
ICS	Image Collection System
ID	Identification Card
LIST	License Information System of Tennessee is Jacada which presents mainframe 3270 screens in a Windows GUI format
PSC	Project Steering Committee
OIR	Office of Information Resources
SFTP	Secure File Transfer Protocol
SLA	Service Level Agreement
TDOS	Tennessee Department of Safety

PERFORMANCE BOND

The Surety Company issuing bond shall be licensed to transact business in the State of Tennessee by the Tennessee Department of Commerce and Insurance. Bonds shall be certified and current Power-of-Attorney for the Surety's Attorney-in-Fact attached.

KNOW ALL BY THESE PRESENTS:

That we,

(Name of Principal)

(Address of Principal)

as Principal, hereinafter called the Principal, and

(Name of Surety)

(Address of Surety)

as Surety, hereinafter call the Surety, do hereby acknowledge ourselves indebted and securely bound and held unto the State of Tennessee as Oblige, hereinafter called the Oblige, and in the penal sum of Five Million Dollars (\$5,000,000.00)

Dollar Amount of Bond: Good and lawful money of the United States of America, for the use and benefit of those entitled thereto, for the payment of which, well and truly to be made, we bind ourselves, our heirs, our administrators, executors, successors, and assigns, jointly and severally, firmly by these presents.

BUT THE CONDITION OF THE FOREGOING OBLIGATION OR BOND IS THIS:

WHEREAS, the Oblige has engaged the Principal for a sum not to exceed

(\$22,244,250.00)

to complete Work detailed in the Scope of Services detailed in the State of Tennessee Request for Proposals bearing the RFP Number:

RFP 34901-00031

a copy of which said Request for Proposals and the resulting Contract are by reference hereby made a part hereof, as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, if the Principal shall fully and faithfully perform all undertakings and obligations under the Contract hereinbefore referred to and shall fully indemnify and hold harmless the Oblige from all costs and damage whatsoever which it may suffer by reason of any failure on the part of the Principal to do so, and shall fully reimburse and repay the Oblige any and all outlay and expense which it may incur in making good any such default, and shall fully pay for all of the labor, material, and Work used by the Principal and any immediate or remote sub-contractor or furnisher of material under the Principal in the performance of said Contract, in lawful money of the United States of America, as the same shall become due, then this obligation or bond shall be null and void, otherwise to remain in full force and effect.

AND for value received, it is hereby stipulated and agreed that no change, extension of time, alteration, or addition to the terms of the Contract or the Work to be performed there under or the specifications accompanying the same shall in any wise affect the obligation under this bond, and notice is hereby waived of any such change, extension of time, alteration, or addition to the terms of the Contract or the Work or the specifications.

IN WITNESS WHEREOF the Principal has hereunto affixed its signature and Surety has hereunto caused to be affixed its corporate signature and seal, by its duly authorized officers, on this

_____ Day of _____, _____.

WITNESS:

(Name of Principal)

(Name of Surety)

(Authorized Signature of Principal)

(Signature of Attorney-in-Fact)

(Name of Signatory)

(Name of Attorney-in-Fact)

(Title of Signatory)

(Tennessee License Number of Surety)

Hardware Refresh Plan

L-1 will fully comply with the hardware refresh and deployment requirements discussed in Section A.69 of the Contract. L-1 will leverage our considerable experience in providing hardware maintenance services to DMV customers to provide an optimal hardware refresh plan for TDOS. We recognize the need to plan ahead and to take measures to protect our customers from emergent issues caused by changing technologies or equipment wear. Our experience has shown the components of each system have different levels of risk with respect to technological obsolescence or increased failing rate due to aging.

L-1 will comply with the requirement to refresh hardware prior to the fourth anniversary of the date of manufacture per contract requirements. We commit to completing the deployment, including replacement and installation, of new hardware within thirty days, and agree with TDOS's definition of new hardware as hardware that is within one year of the manufacturing date.

Software Applications

L-1 owns most of the software that we deploy allowing us to control the future of our solutions. Because we are not dependent on a third party to support required enhancements, we can assure TDOS that we will protect their system from any possible obsolescence.

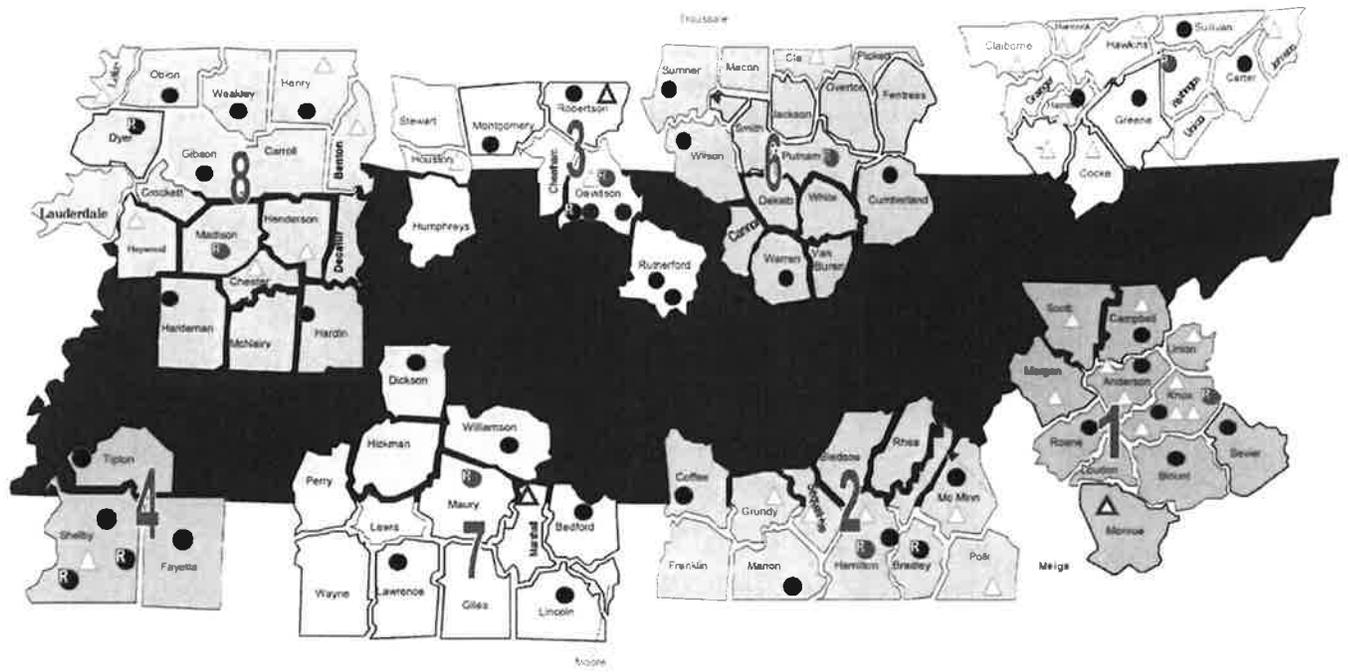
Highlights of the L-1 hardware refresh plan are:

- Initial deployment of highly reliable devices
- L-1's ownership of most deployed software allowing us to control the future of our solutions
- Replacement of all hardware prior to the fourth anniversary of the date of manufacture
- All systems including deployed devices will be compatible with Microsoft Windows 7 to prevent technological obsolescence
- L-1 will integrate all systems including deployed devices into new workstations deployed by TDOS through the full term of the contract
- L-1 will apply preventive maintenance as required to maximize availability of hardware

L-1 is committed to the provision of hardware that we will maintain to meet the required SLAs for the full contract term.

ATTACHMENT O

District Map of Driver Service Centers and County Clerk Office Locations



- = Driver Testing Center (41)
- = Express Station (2)
- △ = County Clerk Partner (33)
- (with R) = Commercial Driver Testing Center (7)
- (with R) = Also Provides FR Reinstatement Service
- △ (with R) = County Clerk Partner (no camera) (3)

Attachment P

Background Information

The following information details the Division's operations and issuance activity levels for the five (5) previous fiscal years and by DCS locations.

Operations

Attachment J lists the current and proposed TDOS Driver Service Centers (DSC) locations. Tennessee Department of Safety Driver Service Centers are typically open 249 days per year, except for specific holidays. Tennessee recognizes 12 holidays per year, some of which are observed by the Driver Service Centers on alternate days.

A list of state observed holidays for the current calendar year can be found at:
<http://www.tennesseeanytime.org/about/holidays.html>

Each DSC and County Clerk location is currently open within the following time frames:

7:00 A.M. - 5:30 P.M. EST and CST Monday through Friday

7:30 A.M. - 5:30 P.M. EST and CST Monday through Friday

8:00 A.M. - 4:30 P.M. EST and CST Monday through Friday

8:00 A.M. - 5:30 P.M. EST and CST Monday through Friday

Select County Clerk offices are open on Saturday at various times that is between the hours of 8:00 A.M. and 4:00 P.M. CST. See Attachment J for a list of each County Clerk Office location and hours of operation.

TDOS may modify operating days and hours to meet business needs and are therefore subject to change during the course of this contract.

Issuance Activity By Fiscal Year

The following charts outline the issuance activity levels for both the DL/ID and Handgun Carry Permits for the past five (5) fiscal years.

<i>Driver's License Issuance Activity</i>				
Fiscal Year	Total Licenses Issued	Issued by Field Offices	Issued by Mail	Issued by Internet
2004-2005	1,351,241	1,054,581	137,592	100,110*
2005-2006	1,711,655	1,341,862	146,969	154,978*
2006-2007	1,632,164	1,410,156	102,042	119,966*
2007-2008	1,667,636	1,424,080	115,553	127,730*

2008-2009	1,625,939	1,369,122	110,485	128,839*
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*Includes Internet duplicates as well as renewals.

<i>Handgun Carry Permit Activity</i>			
Fiscal Year	Total Applications Processed by Field Offices	Total Applications Reviewed & Processed by Handgun Permit Unit	Total Issued by Handgun Carry Permit Unit**
2004-2005	31,793	38,518	35,738
2005-2006	33,795	65,000	64,089
2006-2007	44,457	57,321	49,093
2007-2008	45,886	59,467	42,111
2008-2009	86,912	103,915	90,164

**Includes renewals by mail.

Tennessee has approximately 4.5 million driver license and photo-identification only license holders. The current image database has approximately 12,204,692 total facial images of which approximately 5,906,487 are current facial images and 6,298,205 are historical facial images. There are approximately 5,973,444 current signature images and 6,333,249 historical signature images in the image database.

In the event that the TDOS is required to comply with the Real ID Act, most Self-Service Channel transactions may be suspended through 2014. It is anticipated that Self-Service transactions will be insignificant during this period as the demand and/or requirement to obtain a Real ID compliant license will generate more in-person transactions.

Issuance Volume by Office

County	DSC/County Office	Days Open	Average Daily Card Issuance	Average Monthly Card Issuance	Current Number of Capture Stations	Current Number of State-Owned Workstations
Knox	Straw Plains	245	109	2,216	3	9
Knox	West 40	200	167	2,781	1	5
Campbell	Lafollette	200	54	894	1	3
Anderson	Clinton	196	87	1,424	1	5
Roane	Rockwood	200	79	1,310	1	4
Blount	Maryville	197	148	2,427	1	7
Blount Reinstatement	Maryville (New)	197	15	252	1	0
Sevier	Sevierville	202	97	1,625	1	4
Morgan	Morgan Clerk	312	5	129	1	
Knox	Knox Downtown Clerk	264	12	265	1	0
Knox	Knox Halls Clerk	264	30	670	1	0
Knox	Knox East Town Clerk	312	94	2,433	1	0

County	DSC/County Office	Days Open	Average Daily Card Issuance	Average Monthly Card Issuance	Current Number of Capture Stations	Current Number of State-Owned Workstations
Knox	Knox Clerk (New)	264	20	430	1	0
Campbell	Campbell Clerk	240	3	57	1	0
Claiborne (New)	Claiborne Clerk	264	11	245	1	0
Scott	Scott Clerk	144	12	138	1	0
Union	Union Clerk	264	6	122	1	0
Anderson	Anderson Clerk	264	4	98	1	0
Anderson	Anderson Clerk	264	22	494	1	0
DISTRICT 1 TOTALS			865	18011	21	37
Hamilton	Red Bank	200	114	1896	1	6
Hamilton	Bonny Oaks	247	167	3430	2	15
Bradley	Cleveland	198	111	1828	1	5
McMinn	Athens	198	74	1228	1	4
Coffee	Tulahoma	200	98	1630	1	5
Marion	Jasper	200	43	722	1	3
Grundy	Grundy Clerk	264	5	118	1	0
Monroe	Monroe Clerk	300	5	128	0	0
McMinn	McMinn Clerk	264	20	437	1	0
Hamilton	Hamilton Clerk	264	33	728	1	0
Polk	Polk Clerk	264	9	191	1	0
Sequatchie	Sequatchie Clerk	264	11	236	1	0
DISTRICT 2 TOTALS			689	12570	12	38
County	DSC/County Office	Days Open	Average Daily Card Issuance	Average Monthly Card Issuance	Current Number of Capture Stations	Current Number of State-Owned Workstations
Davidson	Hart Lane	237	173	3412	2	10
Davidson	Centennial	199	235	3904	1	8
Davidson	Southeast	245	157	3196	1	3
Davidson	Downtown	221	70	1286	1	2
Montgomery	Clarksville	200	189	3152	1	8
Dickson	Dickson	199	90	1484	1	3
Williamson	Franklin	200	179	2986	1	5
Rutherford	Murfreesboro	200	191	3175	1	6
Rutherford	Lavergne	178	120	1776	1	5
Wilson	Lebanon	145	162	1958	1	5
Sumner	Gallatin	202	169	2851	1	6
Robertson	Springfield	197	88	1439	1	4
Houston	Houston Clerk	264	6	142	1	0
Robertson	Robertson Clerk	264	0	3	0	0
Davidson	Davidson Clerk	264	17	381	1	0
DISTRICT 3 TOTALS			1846	31147	15	65

County	DSC/County Office	Days Open	Average Daily Card Issuance	Average Monthly Card Issuance	Current Number of Capture Stations	Current Number of State-Owned Workstations
Shelby	Summer Av	224	242	4518	4	12
Shelby	Whitehaven	248	183	3776	1	0
Shelby	Millington	246	99	2029	1	4
Shelby	Midtown	223	191	3542	1	16
Dyer	Dyersburg	245	55	1123	1	4
Weakley	Union City	244	33	672	1	3
Tipton	Covington	183	81	1228	1	4
Fayette	Oakland	199	107	1774	1	3
Hardeman	Whiteville	203	32	533	1	3
Haywood	Haywood Clerk	96	14	113	1	0
Lake	Lake Clerk	252	2	43	1	0
Shelby Clerk	Shelby Clerk	264	50	1108	1	0
Shelby Reinstatement*	Memphis FR	224	4	68	0	0
DISTRICT 4 TOTALS			1088	20526	15	49
County	DSC/County Office	Days Open	Average Daily Card Issuance	Average Monthly Card Issuance	Current Number of Capture Stations	Current Number of State-Owned Workstations
Sullivan	Blountville	208	152	2626	1	8
Carter	Elizabethton	203	90	1528	1	4
Washington	Johnson City	240	130	2592	2	7
Greene	Greeneville	202	76	1274	1	4
Hamblin	Morristown	203	83	1402	1	5
Jefferson	Jefferson Clerk	312	13	338	1	0
Hamblen	Hamblen Clerk	312	31	815	1	0
Cocke	Cocke Clerk	264	17	363	1	0
Hawkins	Hawkins Clerk	264	17	369	1	0
Johnson	Johnson Clerk	264	7	156	1	0
Hancock	Hancock Clerk	24	11	22	1	0
Unicoi	Unicoi Clerk (New)	0	0	0	1	0
DISTRICT 5 TOTALS			626	11486	13	28
Putnam	Cookeville	237	112	2214	1	9
Warren	McMinnville	205	63	1072	1	3
Cumberland	Crossville	203	77	1306	1	4
Fentress*	Jamestown	135	35	395	1	3
Clay	Clay Clerk	216	7	123	1	0
DISTRICT 6 TOTALS			294	5109	5	19
Lawrence	Lawrenceburg	238	65	1290	1	4
Maury	Columbia	242	112	2260	1	7
Bedford	Shelbyville	241	42	839	1	3
Lincoln	Fayetteville	240	41	830	1	3

County	DSC/County Office	Days Open	Average Daily Card Issuance	Average Monthly Card Issuance	Current Number of Capture Stations	Current Number of State-Owned Workstations
Marshall	Marshall Clerk	252	2	51	0	0
DISTRICT 7 TOTALS			263	5269	5	17
Madison	Jackson	248	123	2549	1	9
Gibson	Trenton	201	57	956	1	4
Henry	Paris	240	50	995	1	3
Weakley	Dresden	203	39	660	1	4
Hardin	Savannah	203	63	1070	1	3
Benton	Benton Clerk	264	11	242	1	0
Henry	Henry Clerk	252	3	60	1	0
Henderson	Henderson Clerk	264	15	338	1	0
Weakley	Weakley Clerk	264	0	0	1	0
Chester	Chester Clerk	264	6	130	1	0
DISTRICT 8 TOTALS			368	7001	10	23
Central Office	Central Office	247	400	8232	1	1
Internet-Print Farm	Internet-Print Farm	365	702	21362		
NON DISTRICT TOTALS			1102	29594	1	1
STATEWIDE TOTALS			7140	140713	97	277

*Location Closed
County Clerk Office

Driver License Districts

The Driver License program in Tennessee is currently divided into eight (8) driver license districts. Attachment O contains a District Map depicting the geographical breakdown of the districts within the state.

Tennessee Driver License Information System Technical Architecture

The existing State Driver License Information System (DLIS) will be used, with the exception of replacement of Digital Driver Photo and Signature capture software and equipment, Digital DL Retrieval systems, and Driver License, Handgun Carry Permit, and Identification document production system including printers, these items will be provided by the Contractor. The State will be responsible for reasonable changes to other DLIS components (such as adding information to central database schema) to accommodate the Photo Capture, Retrieval, and identity document Contractor systems. The current Technical Architecture of Driver Service Centers is found in Attachment E and view of the current Digitized License System (DLS) process flow is contained in Attachment C.

Network

The Department of Safety uses the State's Wide Area Network (WAN) for data communication. The WAN is operated by the Tennessee Department of Finance and Administration Office of Information Resources (OIR) on a charge back basis. This network is an Industry standard TCP/IP v4 network employing Local Area Networks in Driver Service Centers (DSC) are 100 MB Ethernet. IP addresses are assigned by a central Dynamic Host Configuration Protocol (DHCP) server in a private 10.* range. Network Address Translation (NAT) is used for internet access. Refer to Attachment F for the current Technical Architecture of the OIR Data Center.

County Clerk networks are maintained by the various county governments. The Contractor must survey each County Clerk participating in Digital DL Photo card issuance to insure reliable secure data communications for their applications. See Attachment J for a list of County Clerks.

Software

The central DL data stores are maintained in an [REDACTED] and a relational database product which runs on the [REDACTED] on the state's [REDACTED] mainframe. There are many COBOL programs involved in updating Driver records and in verifying eligibility. Jacada is used to wrap these program's 3270 interfaces into a Graphical User Interface (GUI). PC client based programs (supplied by the Contractor) interface with these to issue licenses. The current system Contractor also provides PC Client software to act as cash registers in a cashier sub-system with a central cash data store – also provided by the Contractor. This cashier subsystem was replaced with a State standard Enterprise cashier system (iNovah) in 2009. Therefore, the new contract will not require the Contractor to provide cashing software.

Interfaces

Photo and signature capture, and the printing application on the camera workstation client must interface with [REDACTED] databases via [REDACTED]. A Jacada application server interfaces with [REDACTED] via a [REDACTED] server and with the [REDACTED] via a TN3270 Emulator. Interfaces to additional Driver License issuance related systems, including Cashier systems, Testing systems, and queuing and scheduling systems must be provided by the Contractor with assistance from Department Information Systems staff and the Office of Information Resources (OIR).

Hardware

Currently the central Data center hosts (Refer to Attachment F, Data Center Technical Architecture):

1. [REDACTED]
2. [REDACTED]
3. Shared [REDACTED] server in OIR data center
4. Safety Browser Server in OIR data center connected to both [REDACTED] and [REDACTED] connect server
5. Safety Jacada Server in OIR data center connected to both [REDACTED] and [REDACTED] connect server
6. [REDACTED] in OIR Datacenter connected to [REDACTED], [REDACTED] Shared Database Server, and [REDACTED] Report Server.
7. Shared [REDACTED] Database server in OIR data center [in test environment]
8. Report Server in OIR data center, currently running Crystal Reports server;

Some of these will be upgraded or replaced to fit new requirements and/or the Contractor's architecture. In particular the Browser server will be replaced with an interface posting digital DL documents images to the Department's Enterprise Content Management System (currently [REDACTED] or its successors).

TDOS DL Workstations

Capture workstation - this PC provided by the Contractor, has a camera and a DL card printer attached and the cashier devices. Runs primary function to the [REDACTED] server - where it checks a [REDACTED] table to see if anyone is in the queue to have a picture taken, takes the picture, updates the queue table and inserts the picture into another [REDACTED] table.

Cashing Workstation - this PC purchased from state contract - has two primary functions; [1] provides a web browser to connect to Jacada Server; [2] has a client application supplied by the Contractor to process cashing functions. This application connects to the [REDACTED] server to check work-in-

process queue [redacted] tables) to get amount to collect from the mainframe application. The client application on this workstation updates the mainframe [redacted] table when the money is collected. The client application also manages the cash drawer, the bar code reader, the receipt printer, the back of the check and the application stamp printer.

Attachment B shows the current digitized DL system configuration. It is subject to changes due to changes in the Contractor's photo access and cashiering methods.



CONTRACT AMENDMENT

Agency Tracking # 34901-00031	Edison ID 24760	Contract # FA1134414	Amendment # 1		
Contractor Legal Entity Name L-1 Credentialing, Inc. (dba L-1 Secure Credentialing, Inc.)			Edison Vendor ID 70997		
Amendment Purpose & Effect(s) Add part c. to the contract Payment Methodology Section C.3.					
Amendment Changes Contract End Date: <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		End Date: February 29, 2016			
Amount of the TOTAL Contract Amount INCREASE or DECREASE per this Amendment: \$ 0					
Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
2011	1,482,950				1,482,950
2012	4,448,850				4,448,850
2013	4,448,850				4,448,850
2014	4,448,850				4,448,850
2015	4,448,850				4,448,850
2016	2,965,900				2,965,900
TOTAL:	22,244,250				22,244,250
American Recovery and Reinvestment Act (ARRA) Funding: <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO					
Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations. 			<i>OCR USE</i> FA1134414-01		
Speed Chart (optional) SF00000093		Account Code (optional)			



**AMENDMENT ONE
OF CONTRACT FA1134414**

This Amendment is made and entered by and between the State of Tennessee, Department of Safety and Homeland Security, hereinafter referred to as the "State" and L-1 Secure Credentialing Inc., 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.3 is deleted in its entirety and replaced with the following:
 - 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:

Service Description	Amount (per compensable increment)				
	March 1, 2011 to February 29, 2012	March 1, 2012 to February 28, 2013	March 1, 2013 to February 28, 2014	March 1, 2014 to February 28, 2015	March 1, 2015 to February 29, 2016
Production for licenses printed at OTC location	\$ 2.23 / per card	\$ 2.23 / per card	\$ 2.23 / per card	\$ 2.23 / per card	\$ 2.23 / per card
Licenses printed at Central Production Facility.	\$ 2.23 / per card	\$ 2.23 / per card	\$ 2.23 / per card	\$ 2.23 / per card	\$ 2.23 / per card

- c. The State will reimburse the Contractor for the actual amount of postage spent on the mailing of all DL/ID per Section A.25.b.8.

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,

L-1 SECURE CREDENTIALING, INC.:



 SIGNATURE 12/22/2011
 DATE

Bob Eckel, President

PRINTED NAME AND TITLE OF SIGNATORY (above)



DEPARTMENT OF SAFETY AND HOMELAND SECURITY:

Bill Gibbons

BILL GIBBONS, COMMISSIONER

1/18/12
DATE



CONTRACT AMENDMENT



Agency Tracking # 34901-00031	Edison ID 24760	Contract # FA1134414	Amendment # 2		
Contractor Legal Entity Name MorphoTrust USA, LLC			Edison Vendor ID 160523		
Amendment Purpose & Effect(s) CDL card modification and name change of Driver License Services contract from L-1 Credentialing to MorphoTrust USA, LLC.					
Amendment Changes Contract End Date: <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		End Date: February 29, 2016			
TOTAL Contract Amount INCREASE or DECREASE per this Amendment (zero if N/A):			\$ 84,348		
Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
2011	1,482,950				1,482,950
2012	4,448,850				4,448,850
2013	4,448,850				4,448,850
2014	4,448,850				4,448,850
2015	4,448,850	84,348			4,533,198
2016	2,965,900				2,965,900
TOTAL:	22,244,250	84,348			22,328,598.00
American Recovery and Reinvestment Act (ARRA) Funding: <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO					
Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations. 			<i>OCR USE</i>		
Speed Chart (optional)		Account Code (optional)			



AMENDMENT TWO OF CONTRACT FA1134414

This Amendment is made and entered by and between the State of Tennessee, Department of Safety and Homeland Security ("TDOSHS"), hereinafter referred to as the "State" and MorphoTrust USA, LLC, 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 A.19 is deleted in its entirety and replaced with the following:

A.19. DL/ID Document Template

The Contractor will assist TDOSHS by designing a variety of DL/ID/HGCP standardized template formats which will facilitate changes and additions to the DL/ID/HGCP over the Contract Term at no additional charge. Document templates will be developed and provided so that they can be used interchangeably with both the Interim and Permanent DL/ID/HGCP. Template features common to both the Interim and Permanent DL/ID/HGCP are further described herein. Variable features specific to the Interim and Permanent DL/ID/HGCP are further defined within the respective sections. TDOSHS and the Contractor will mutually agree in writing on the final design of all documents. Initial document template designs shall be provided within 60 calendar days of the contract start date and final template will be due on a date as agreed upon by TDOSHS and Contractor. Any new templates or modifications to existing templates requested after State approval and acceptance of the final templates are subject to Section D.2 of this contract.

A.19.a. Template Contents

There are currently sixty-eight Document types (See Attachment G Current Card Formats) defined by class and type with a variety of variables within each type including, but not limited to, age, organ donor, expiration period, and driving limitations. Interim and Permanent Documents shall conform to the current AAMVA DL/ID/HGCP Card Design Specifications, and as it may be subsequently amended (hereinafter the "most current AAMVA DL/ID/HGCP Card Design Specifications"), as well as the following TDOSHS template requirement.

1. A variety of portrait locations, "logo-headers," font sizes, styles and colors, background textures and colors in the text area, and a choice border/border colors for the portrait, log-header and text.
2. Other design elements across formats types, such as indicators for organ donors, medical conditions, etc.
3. Selected data fields printed in color, variable sizes, and fonts for enhancement as specified by the TDOSHS.
4. Must use small print size which maintains card legibility while increasing layout design flexibility.
5. The color image portrait of the applicant on the front of the DL/ID card must be clearly visible.
6. Phrases such as "Under 18 until (MM/DD/CCYY)" or "Under 21 until (MM/DD/CCYY)" on the face of the Document as specified by the TDOSHS. Phrases shall be in a different bold font and color that is readable in low light conditions.
7. Document colors will be approved in writing by TDOSHS during the Document design process. The Contractor shall provide a quantity of 50 gamma charts, annually, illustrating the range of minimum to maximum spectrums of each selected color that shall be maintained.
8. Graphics determined by DL/ID type.
9. Variable backside printing, with printed information unique to the cardholder which will be determined as a logical result of data entered by the examiner.



10. Ability to produce a card without a portrait, substituting a symbol and or phrase such as "valid without photo".
11. State indicia and/or branding elements such as defined by TDOSHS.
12. Document Revision Date
13. Inventory Control Number
14. Other critical data that will be defined by TDOSHS or as required by federal or state legislation prior to implementation.

Attachment H contains a sampling of some of the basic card types TDOSHS currently produces.

2. The following is added as Contract new section A.20, original section A.20 is renumbered as A.21 and any following sections are renumbered subsequently.

A.20. New DL/ID/HGCP Document Template and Modifications to existing templates

The Contractor will provide TDOSHS updates to the existing TN CDL standardized template, as well as develop a new standardized template card type for the CDL Learner Permit ("CDLP"). Document templates will be developed and provided so that they can be used interchangeably with both the Interim and Permanent CDL/CDLP.

A.20.a. The Contractor will modify the existing CDL card design template to allow up to 10 restrictions to be printed on the front of the card. Single letter, as well as the current two number restrictions will be supported. Software updates and testing will be performed to accommodate the modified card design. The modified card design shall be compliant with all Federal Motor Carrier Safety Administration ("FMCSA") rules and regulations. Final template will be due on a date as agreed upon by TDOSHS and Contractor.

A.20.b. The Contractor will create a new card type for the CDL Learner Permit. The card design for the CDLP will incorporate the phrase "Invalid unless accompanied by a valid TN Drivers' License". Software updates and testing will be performed to accommodate the new card design. The new card type design for the CDL Learner Permit shall be compliant with all Federal Motor Carrier Safety Administration ("FMCSA") rules and regulations. Final template will be due on a date as agreed upon by TDOSHS and Contractor.

3. Contract sections C.1, C.2, and C.3 are deleted in their entirety and replaced with the following:

C.1. **Maximum Liability.** In no event shall the maximum liability of the State under this Contract exceed \$ 22,328,598.00 (\$ Twenty-Two Million Three Hundred Twenty-Eight Thousand Five Hundred Ninety-Eight Dollars). 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.



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:

Service Description	Amount (per compensable increment)				
	March 1, 2011 to February 29, 2012	March 1, 2012 to February 28, 2013	March 1, 2013 to February 28, 2014	March 1, 2014 to February 28, 2015	March 1, 2015 to February 29, 2016
Production for licenses printed at OTC location	\$ 2.23 / per card				
Licenses printed at Central Production Facility.	\$ 2.23 / per card				
Service Description	Amount (per compensable increment)				
One-time fee for updates to existing CDL and creation of a new card type for the CDL Learner Permit ("CDLP"). See Section A.20. Payable upon approval and acceptance.	\$84,348				

c. The State will reimburse the Contractor for the actual amount of postage spent on the mailing of all DL/ID per Section A.25.b.8.



4. The following is added as Contract sections E.20, E.21, E.22, E.23.

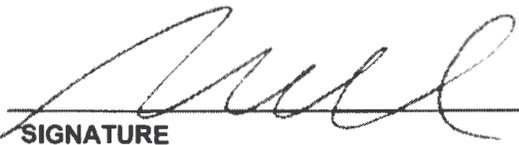
- E.20. Tennessee Department of Revenue Registration. The Contractor shall be registered with the Department of Revenue for the collection of Tennessee sales and use tax. This registration requirement is a material requirement of this Contract.
- E.21. All references to "TDOS" shall be deleted and replaced with "TDOSHS."
- E.22. Contractor Name. All references to "L-1 Credentialing, Inc. (dba L-1 Secure Credentialing, Inc.)" shall be deleted and replaced with "MorphoTrust USA, LLC."
- E.23. Federal Employer Identification. All references to [REDACTED] shall be deleted and replaced with "[REDACTED]"

Required Approvals. The State is not bound by this Amendment 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).

Amendment Effective Date. The revisions set forth herein shall be effective February 1, 2015. All other terms and conditions of this Contract not expressly amended herein shall remain in full force and effect.

IN WITNESS WHEREOF,

MORPHOTRUST USA, LLC:

 _____ 2/2/15
SIGNATURE DATE

ROBERT ECKEL, CEO (above)

DEPARTMENT OF SAFETY AND HOMELAND SECURITY:

 _____ 2/3/15
BILL GIBBONS, COMMISSIONER DATE



CONTRACT AMENDMENT COVER SHEET

Agency Tracking # 34901-00031	Edison ID NV24760	Contract # FA1134414	Amendment # 3		
Contractor Legal Entity Name MorphoTrust USA, LLC			Edison Vendor ID 160523		
Amendment Purpose & Effect(s) This amendment: allows for modifications to Handgun Carry Permit, lowers the payment per card for the State, addresses refresh of equipment, allows for up to two (2) data-related card changes per year at no charge to the State, establishes liquidated damages for work not performed by Contractor within specified time periods, allows for hardware previously purchased and if purchased within the term of this Contract to be replaced by compatible equipment at State's cost if necessary, extends the term of the Contract by two (2) years making the end term date February 28, 2018, and increases the maximum liability as needed to accommodate these changes.					
Amendment Changes Contract End Date: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO		End Date: February 28, 2018			
TOTAL Contract Amount <u>INCREASE</u> or <u>DECREASE</u> per this Amendment (zero if N/A):			\$ 9,000,000.00		
Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
2011	\$1,482,950.00				\$1,482,950.00
2012	\$4,448,850.00				\$4,448,850.00
2013	\$4,448,850.00				\$4,448,850.00
2014	\$4,448,850.00				\$4,448,850.00
2015	\$4,448,850.00	\$84,348.00			\$4,533,198.00
2016	\$4,551,150.00				\$4,551,150.00
2017	\$4,448,850.00				\$4,448,850.00
2018	\$2,965,900.00				\$2,965,900.00
TOTAL:	\$31,244,250.00	\$84,348.00			\$31,328,598.00
American Recovery and Reinvestment Act (ARRA) Funding: <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO					
Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.			<i>CPO USE</i>		
Speed Chart (optional)		Account Code (optional)			



AMENDMENT THREE OF CONTRACT NV24760

This Amendment is made and entered by and between the State of Tennessee, Department of Safety and Homeland Security ("TDOSHS"), hereinafter referred to as the "State" and MorphoTrust USA, LLC, hereinafter referred to as the "Contractor." For good and valuable consideration, the sufficiency of which is hereby acknowledged, 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 A.2. (Background) is deleted in its entirety and replaced with the following:

The Headquarters for the Tennessee Department of Safety Driver License Issuance Division is located at 1150 Foster Avenue, Nashville, Tennessee. The TDOS is responsible for issuing driver licenses, non- driver identification cards and handgun permits (DL/ID/HGCP). Currently, an over the counter issuance process is used for certain transactions at the Foster Avenue location. TDOS offers eligible residents several Self-service channels for renewing and ordering duplicates of their DL/ID via mail and internet. Renewal by mail transactions are run through a batch program that creates a transaction record that is used to issue these driver licenses at the current Contractor's Tennessee located central card production facility. A similar process is used for drivers who renew via the internet throughout the State's portal, TennesseeAnytime.org. Additionally, eligible residents can use self-service kiosk located in Driver Service Centers to renewal and order a duplicate of a DL/ID. The kiosk transactions are routed to a digital capture station for final issuance.

TDOS also uses a central issuance process to issue restricted and special handling/undercover licenses at TDOS Headquarters. The Restricted License and handgun carry permit begins in a DSC where a digital image and signature are obtained and kept on a temporary file for retrieval at Headquarters for final issuance. Centrally issued VIP/Undercover licenses are processed and issued for Headquarters using the same process utilized at DSC.

Additional background information detailing current business operation and issuance activities is provided as reference material in Attachment P.

2. Contract Section A.3.a.4. (within General Scope of DL/ID/EI/HGCP Digitized Card Production System Project/Image Collection System (ICS) related to upgrading ICS hardware and providing modifications necessary to integrate ICS hardware to Examiner Workstations) is deleted in its entirety and the section is renumbered accordingly (Sections A.3.a.5. through A.3.a.8. become A.3.a.4. through A.3.a.7.).

3. Contract Section A.4.3. (within Minimum Business Requirements) is deleted in its entirety and replaced with the following:

A.4.3. The Contractor shall provide, install and support all Contractor workstation applications, and all Contractor hardware provided to fulfill the requirements of this Contract.

4. Contract Section A.4.6. (within Minimum Business Requirements) is deleted in its entirety and replaced with the following:

A.4.6. The Contractor shall comply with the State's Enterprise Information Security Policies found at: http://www.tn.gov/assets/entities/finance/oir/attachments/PUBLIC-Enterprise-Information-Security-Policies-v2.0_1.pdf and the TDOS Security Plan. The Contractor will be provided the TDOS Security Plan upon plan approval by the federal Department of Homeland Security.



5. Contract Section A.4.7. (within Minimum Business Requirements) is deleted in its entirety and replaced with the following:

A.4.7. When transferring bulk data files to, or pulling bulk data files from TDOSHS, the Contractor shall utilize SFTP. Additionally, the Contractor shall be responsible for purchasing any necessary SFTP client licenses.

6. Contract Section A.9. (Project Deliverables) is deleted in its entirety and replaced with the following:

A.9. Project Deliverables

The Contractor shall provide the following deliverables:

1. The Project Management and Approval Plan will be jointly developed with TDOSHS with the understanding that due dates will be determined during schedule development portion of the project planning meetings.
2. Submit specifications to TDOSHS for approval including, but not limited to, the following:
 - a. Software and architectural design specification(s) for all functions, reports, and interfaces identified in this Contract that are the responsibility of the Contractor.
 - b. Technical specifications on all Contractor provided Hardware, including, but not limited to cameras, printers, peripherals, bar code readers, scanners, and spare equipment. The manufacturer's technical specifications may be relied upon to satisfy this requirement.
 - c. Detailed DL/ID design specifications for the approved Interim and Permanent DL/ID documents. The DL/ID design specifications shall provide a comprehensive explanation of all elements of the DL/ID including, but not limited to, physical construction, document contents, 2-D barcode specifications and data/field mapping, physical layout, applied and built in security features, document templates, and any other relevant details on the Interim and Permanent DL/ID documents.
 - d. Specifications on the Contractor's Central Card Production Facility. This specification shall contain details on relevant details on the configuration and operating procedures for the Central Card Production Facility including delivery of Permanent DL/IDs.
3. The Contractor's disaster recovery and business continuity plans for providing disaster recovery and business continuity responsibilities in incidents that occur at a DSC location as specified in Section A. 71.
4. Disaster Recovery and Business Continuity Plans for the Central Card Production Facility as specified in Section A. 71.
5. Comprehensive Security Plans as specified in Section A.59 and A.59.a-b.
6. Training and Documentation Plan as specified in Sections A.61 through A.66.d.
7. Supply Requirements as specified in Sections A.46 through A.57.
8. Maintenance and Helpdesk Support Plans as specified in Sections A.68 and A.69.



9. Testing, Delivery. Installation and Test Scripts Plans as specified in Sections A.73 through A.75.a.
10. Document and submit specific functions, designs, processes, procedures, overrides. Or methodologies that require joint development with TDOSHS for approval by TDOSHS.
11. Report Development as specified in Sections A.60 and A.60.a-h.
12. Document and submit architectural documents, flowcharts, models, site surveys, interactions and interfaces between systems and other technical renderings to TDOSHS for approval.
13. Coordinate meetings with TDOSHS Project Manager to acquire information and resolve issues when necessary.
14. Meet delivery requirements when specified. Where time frames are specified for deliverables, calendar days are to be applied. If due date falls on a weekend or holiday, the deliverable is due on the following business day.

7. Contract Section A.19.a. (Template Contents) is re-identified as A.19.b. and the following is added as a new Contract Section A.19.a.:

A.19.a. Explanation of Terminology.

1. Card Design: a term most commonly used for the creation of the design of the entire card - the background preprint security features and data layout concepts that are then brought to production.
2. Card Type/Card Format: terms often used interchangeably to identify card formats - i.e., Driver License, Commercial Driver License, Instruction Permit, and so on.
3. Card Template: a term typically used in older legacy programs that refers to the files that print cards. Templates, SVG badges, Epi Badges, and so on are the files that are merged with SW to render cards.
4. Card Change: a term that refers to any change to the card itself -- i.e., data, security features, consumables, and so on.
5. The types of card changes that are covered at no charge to the State are data-related changes. For example, director signature changes, adding an indicator ("veteran"), updating restrictions table, editing 2D barcode, or adding a card format would all be considered a card change for which there is no charge to the State. Changes that are not covered at no charge are those related to the card consumables: new security preprint design, new laminate security design, adding security features such as laser perforation, laser engraving, and so on. Contractor shall provide up to two (2) data-related card changes per year at no charge to the State.

8. Contract Section A.20. (New DL/ID/HGCP Document Template and Modifications to existing templates) is deleted in its entirety and replaced with the following:

A.20. New DL/ID Document Template and Modifications to Existing Templates

The Contractor shall provide TDOSHS updates to the existing TN CDL standardized template, as well as develop a new standardized template card type for the CDL Learner Permit ("CDLP"). Document templates shall be developed and provided so that they can be used interchangeably with both the Interim and Permanent CDL/CDLP. These



changes are data-related card changes as explained in Section A.19.a. and will be performed at no charge to the State.

A.20.a. The Contractor shall modify the existing CDL card design template to allow up to ten (10) restrictions to be printed on the front of the card. Single letter, as well as the current two (2) number restrictions will be supported. Software updates and testing will be performed to accommodate the modified card design. The modified card design shall be compliant with all Federal Motor Carrier Safety Administration ("FMCSA") rules and regulations. Final template shall be due on a date as agreed upon by State and Contractor. The agreed upon date shall be submitted to State in writing from Contractor on Contractor letterhead and signed by a binding Contractor signatory and shall be incorporated by reference into the Contract for liquidated damages purposes. If Contractor claims that the failure to meet a deadline is due to the State or another Contractor's action or inaction, it shall so state in a written letter to the State setting out in detail why the Contractor is not at fault and shall propose a solution to the issue.

A.20.b. The Contractor shall create a new card type for the CDL Learner Permit. The card design for the CDLP shall incorporate the phrase "Invalid unless accompanied by a valid TN Drivers' License". Software updates and testing shall be performed to accommodate the new card design. The new card type design for the CDL Learner Permit shall be compliant with all Federal Motor Carrier Safety Administration ("FMCSA") rules and regulations. Final template shall be due on a date as agreed upon by State and Contractor. The agreed upon date shall be submitted to State in writing from Contractor on Contractor letterhead and signed by a binding Contractor signatory and shall be incorporated by reference into the Contract for liquidated damages purposes. If Contractor claims that the failure to meet a deadline is due to the State or another Contractor's action or inaction, it shall so state in a written letter to the State setting out in detail why the Contractor is not at fault and shall propose a solution to the issue.

9. The following is added as new Contract Section A.21., original Section A.21. (Document Contents) is renumbered as A.22. and any following sections are renumbered accordingly.

A.21. Modifications to Existing HGCP Template

The Contractor shall provide State updates to the existing TN HGCP standardized template. No interim documents shall need modifications. These changes are data-related card changes as explained in Section A.19.a. and will be performed at no charge to the State.

A.21.a. Card design updates shall be made to incorporate the phrase "Lifetime Permit" on the upper portion of the handgun carry permit.

1. State shall indicate a handgun carry permit is to be a lifetime permit by setting the expiration date to 01/01/9999 in the record/folio.
2. The phrase "Lifetime Permit" shall be added to the upper portion of a lifetime handgun carry permit.
3. The expiration date on the lifetime handgun carry permit shall be printed as 00/00/0000.

A.21.b. Contingent upon successful completion, approval, and acceptance of modifications to the card design as directed in Section A.21.a., upon notification by the State, the Contractor shall make an additional modification to the HGCP card design to include a blue banner and the words "Retired Law Enforcement Officer".

1. The final location and sizing of the blue banner and "Retired Law Enforcement Officer" wording shall be determined by the State.

A.21.c. Factory card rendering software shall be updated to render the updated card design.



- A.21.d. The “Façade” Server software shall be updated to render images of the updated design for upload to [REDACTED]
- A.21.e. Complete Quality Assurance testing shall be performed which includes producing both sample PDFs as well as physical cards.
- A.21.f. All HGCPs shall be produced via Central Issuance with no HGCPs being issued at Driver Service Centers.

10. The following is added as new Contract Section A.69.12. (within Maintenance and Repair Plan):

A.69.12. Contractor shall maintain a constant level of service to the State. Contractor shall not claim that equipment has become obsolete and new code must be written in order for Contractor to meet the State’s needs as stated within this Contract. It is Contractor’s obligation and duty under the terms of this Contract to provide compatible equipment/hardware for replacement of non-functioning (beyond economic repair, beyond all repair) equipment within the time limits stated or the State may exercise any and all necessary remedies available under this Contract and applicable law. Contractor shall have a plan in place to prevent any lapse in service to the State.

11. Contract Section A.70. (Hardware Refresh Plan) is deleted in its entirety and replaced with the following:

A.70. If Liquidated Damages Event Occurs. If Contractor believes that a Liquidated Damages Event, described in Section E.23., is the fault or cause of another contractor’s or other party’s action or inaction, including if the Contractor believes the Liquidated Damages Event was caused by events beyond their control or an event of Force Majeure, the Contractor shall provide a written letter to the State setting out in detail why the Contractor is not at fault and shall propose a solution to resolve the Liquidated Damages Event. The State shall take into consideration this written letter and will work with the Contractor to agree on a mutual resolution. If both the State and the Contractor agree that the Liquidated Damages Event was the fault or cause of another contractor’s or other party’s action or inaction or was due to events beyond the control of the Contractor or an event of Force Majeure, liquidated damages will not be assessed. If the State and Contractor do not agree, the matter will be treated as a dispute under the Contract.

12. Contract Attachment N is deleted in its entirety and replaced with the new Attachment N attached hereto.

13. The following is added as new Contract Section A.79.:

A.79. Transition. Upon expiration or termination of this Contract, Contractor shall provide detailed procedures to enable this Contract and transition to State management or management by a third party. Upon expiration or termination of this Contract, Contractor shall work with State under State’s management supervision for a period of sixty (60) days, prior to the expiration or termination of this Contract, to ensure the orderly transfer and efficient transition from current Contractor management to State’s management (or management by a third party). The Contractor shall be compensated at mutually agreed rates for such transition services. During this transition period, Contractor shall transfer any and all maintenance records, files and logs to State regarding work performed for State during the Contract Period. Contractor shall take the necessary steps to ensure that all Contractor-owned equipment has been purged of any images or personally identifiable information.

14. The following is added as new Contract Section A.80.:

A.80. Replacement or Additional Hardware for Expansion. If State requests a replacement or additional hardware necessary for expansion, Contractor shall provide within a



reasonable amount of time a compatible replacement to any State purchased Contractor equipment, regardless of whether it has previously been purchased through the Contractor or will be purchased in the future at State's expense. Contractor shall provide maintenance and support on the additional equipment and replacement equipment for the term of the Contract.

15. The following are added as new Contract Sections A.81. and A.82.:

A.81. Warranty. Contractor represents and warrants that the term of the warranty ("Warranty Period") shall be the greater of the Term of this Contract or any other warranty general offered by Contractor, its suppliers, or manufacturers to customers of its goods or services. The goods or services provided under this Contract shall conform to the terms and conditions of this Contract throughout the Warranty Period. Any nonconformance of the goods or services to the terms and conditions of this Contract shall constitute a "Defect" and shall be considered "Defective." If Contractor receives notice of a Defect during the Warranty Period, then Contractor shall correct the Defect, at no additional charge.

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

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

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

A.82. Inspection and Acceptance. The State shall have the right to inspect all goods or services provided by Contractor under this Contract. If, upon inspection, the State determines that the goods or services are Defective, the State shall notify Contractor, and Contractor shall re-deliver the goods or provide the services at no additional cost to the State. If after a period of thirty (30) days following delivery of goods or performance of services the State does not provide a notice of any Defects, the goods or services shall be deemed to have been accepted by the State.

16. Contract Section B. is deleted in its entirety and replaced with the following:

B. TERM OF CONTRACT:

This Contract shall be effective on March 1, 2011 ("Effective Date") and extend for a period of eighty-four (84) months after the Effective Date, thereby ending on February 28, 2018 ("Term"). The State shall have no obligation for goods or services provided by the Contractor prior to the Effective Date.

17. Contract Sections C.1., C.2., and C.3. are deleted in their entirety and replaced with the following:

C.1. Maximum Liability. In no event shall the maximum liability of the State under this Contract exceed Thirty-One Million Three Hundred Twenty-Eight Thousand Five Hundred Ninety-Eight Dollars (**\$31,328,598.00**) ("Maximum Liability"). This Contract does not grant the Contractor any exclusive rights. The State does not guarantee that it will buy any minimum quantity of goods or services under this Contract. Subject to the terms and conditions of this Contract, the Contractor will only be paid for goods or services provided



under this Contract after a purchase order is issued to Contractor by the State or as otherwise specified by this Contract.

- C.2. Compensation Firm. The payment methodology in Section C.3. of this Contract shall constitute the entire compensation due the Contractor for all goods or services provided under this Contract regardless of the difficulty, materials or equipment required. The payment methodology includes all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Contractor.
- C.3. Payment Methodology. The Contractor shall be compensated based on the payment methodology for goods or services authorized by the State in a total amount as set forth in Section C.1.
 - a. The Contractor's compensation shall be contingent upon the satisfactory provision of goods or services as set forth in Section A.
 - b. The Contractor shall be compensated based upon the following payment methodology:

	Amount (per compensable increment)							
	3/1/2011 – 2/29/2012	3/1/2012- 2/28/2013	3/1/2013- 2/28/2014	3/1/2014- 2/28/2015	3/1/2015- 1/14/2016	1/15/2016 2/28/2016	3/1/2016- 2/28/2017	3/1/2017- 2/28/2018
Production for licenses printed at OTC location	2.23 per card	2.23 per card	2.23 per card	2.23 per card	2.23 per card	1.99 per card	1.99 per card	1.99 per card
Licenses printed at Central Production facility	2.23 per card	2.23 per card	2.23 per card	2.23 per card	2.23 per card	1.99 per card	1.99 per card	1.99 per card
Service Description	Amount (per compensable increment)							
Updates to existing CDL and creation of a new card type for the CDL Learner Permit ("CDLP"). See Section A.20.	At No Additional Cost to the State							
Updates to existing HGCP. See Section A.21.a.	At No Additional Cost to the State							
Additional update to existing HGCP per Section A.21.b. Contingent upon successful completion, approval, and acceptance of modifications to the card design as directed in Section A.21.a.	At No Additional Cost to the State							

- c. The State will reimburse the Contractor for the actual amount of postage spent on the mailing of all DL/ID per Section A.26.b.8.

18. Contract Section E.2 is deleted in its entirety and replaced with the following:

- 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. All communications, regardless of method of



transmission, shall be addressed to the respective Party at the appropriate mailing address, facsimile number, or email address as stated below or any other address provided in writing by a Party.

The State:

Michael Hogan, Director of Driver Services Division
Tennessee Department of Safety and Homeland Security
1150 Foster Avenue
Nashville, TN 37243
Telephone # 615-251-5140
FAX # 615-253-2092

The Contractor:

Tom Keating, Director, Client Executive
Morphotrust USA, LLC.
6226 Braidwood Way
Acworth, GA 30101
tkeating@morphotrust.com
Telephone # 678-575-1586

Or

Robert Eckel, CEO
Morphotrust USA, LLC.
296 Concord Road, Third Floor
Billerica, MA 01821
beckel@morphotrust.com
Telephone # 978-215-2525
FAX # 978-215-2409

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

19. The following are added as new Contract Sections E. 24., E.25., and E. 26.:

E.24. Liquidated Damages. If Contractor fails to meet any mutually agreed upon new deadlines as set forth in the Service Level Agreement as set forth in this Contract (see Section A.10.), including for the work described in Sections A.20.a. and A.20.b. of the Contract as amended with Amendment 3, or if Contractor fails to meet any other written mutually agreed upon future deadline, a trigger for liquidated damages occurs, ("Liquidated Damages Event"), the State may assess damages on Contractor ("Liquidated Damages"). The State shall notify the Contractor of amounts to be assessed as Liquidated Damages. The parties agree that due to the complicated nature of the Contractor's obligations under this Contract it would be difficult to specifically designate a monetary amount for Contractor's failure to fulfill its obligations regarding the Liquidated Damages Event as these amounts are likely to be uncertain and not easily proven. Contractor has carefully reviewed the Liquidated Damages contained in Attachment N and agrees that these amounts represent a reasonable relationship between the amount and what might reasonably be expected in the event of a Liquidated Damages Event, and are a reasonable estimate of the damages that would occur from a Liquidated Damages Event. The Parties agree that the Liquidated Damages represent solely the damages and injuries sustained by the State in losing the benefit of the bargain with Contractor and do not include any injury or damage sustained by a third party. The Contractor agrees that the Liquidated Damages are in addition to any amounts Contractor may owe the State pursuant to the indemnity provision or any other sections of this Contract.

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



other remedy. The State may choose to discontinue Liquidated Damages and avail itself of any other remedy available under this Contract or at law or equity.

- E.25. All references to [REDACTED] Mainframe" shall be deleted and replaced with "A-LIST" throughout the entire Contract and attachments.
- E.26. Survival. The terms, provisions, representations, and warranties contained in this Contract which by their sense and context are intended to survive the performance and termination of this Contract, shall so survive the completion of performance and termination of this Contract

Required Approvals. The State is not bound by this Amendment 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).

Amendment Effective Date. The revisions set forth herein shall be effective January 15, 2016. All other terms and conditions of this Contract not expressly amended herein shall remain in full force and effect.

IN WITNESS WHEREOF,

MORPHOTRUST USA, LLC:



12/17/15
DATE

ROBERT ECKEL, CEO

DEPARTMENT OF SAFETY AND HOMELAND SECURITY:



12-18-15
DATE

BILL GIBBONS, COMMISSIONER



LIQUIDATED DAMAGES

For any triggering event that occurs as stated in E.23. of this Contract, the State may assess a penalty of One Thousand Five Hundred Dollar (\$1,500.00) per day until the triggering event is resolved ("Liquidated Damages"). A day shall be defined as a continuous twenty-four (24) hour period of time and will include Saturdays but will exclude Sundays and officially recognized federal holidays.

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

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

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



CONTRACT AMENDMENT COVER SHEET

Agency Tracking # 34901-00031	Edison ID 24760 (NV24760)	Contract # see Edison ID	Amendment # 04		
Contractor Legal Entity Name MorphoTrust USA, LLC			Edison Vendor ID 0000160523		
Amendment Purpose and Effect(s) The purpose of this Amendment 04 is to add appropriate funding and extend the term so there is no disruption in services (the core system used to produce driver licenses, photo identification licenses, and handgun carry permits) during the time it takes for a Request For Proposals solicitation event to be completed and the time needed for a transition to a new solution.					
Amendment Changes Contract End Date: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO		End Date: August 31, 2019			
TOTAL Contract Amount INCREASE or DECREASE per this Amendment (zero if N/A):			\$ 8,100,000.00		
Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
2011	\$1,482,950.00	\$0.00	\$0.00	\$0.00	\$1,482,950.00
2012	\$4,448,850.00	\$0.00	\$0.00	\$0.00	\$4,448,850.00
2013	\$4,448,850.00	\$0.00	\$0.00	\$0.00	\$4,448,850.00
2014	\$4,448,850.00	\$0.00	\$0.00	\$0.00	\$4,448,850.00
2015	\$4,448,850.00	\$84,348.00	\$0.00	\$0.00	\$4,533,198.00
2016	\$4,551,150.00	\$0.00	\$0.00	\$0.00	\$4,551,150.00
2017	\$4,448,850.00	\$0.00	\$0.00	\$0.00	\$4,448,850.00
2018	\$4,765,900.00	\$0.00	\$0.00	\$0.00	\$4,765,900.00
2019	\$5,400,000.00	\$0.00	\$0.00	\$0.00	\$5,400,000.00
2020	\$900,000.00	\$0.00	\$0.00	\$0.00	\$900,000.00
TOTAL:	\$31,244,250.00	\$84,348.00	\$0.00	\$0.00	\$39,428,598.00
American Recovery and Reinvestment Act (ARRA) Funding: <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO					
Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.			<i>CPO USE</i>		
Sonya Hadley, Budget Director			Digitally signed by Sonya Hadley, Budget Director Date: 2017.12.22 11:31:03 -06'00'		
Speed Chart (optional)		Account Code (optional)			

**AMENDMENT 04
OF CONTRACT 24760 (NV24760)**

This Amendment is made and entered by and between the State of Tennessee, Department of Safety and Homeland Security, hereinafter referred to as the "State" and MorphoTrust USA, LLC, hereinafter referred to as the "Contractor." For good and valuable consideration, the sufficiency of which is hereby acknowledged, 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 B. is deleted in its entirety and replaced with the following:

B. TERM OF CONTRACT:

- B.1.** This Contract shall be effective on March 01, 2011 ("Effective Date") and extend for a period of One Hundred Two (102) months after the Effective Date, thereby ending on August 31, 2019 ("Term"). The State shall have no obligation for goods or services provided by the Contractor prior to the Effective Date.
- B.2.** Renewal Options. This Contract may be renewed upon satisfactory completion of the Term. The State reserves the right to execute up to one (1) renewal option under the same terms and conditions for a period not to exceed twelve (12) months each by the State, at the State's sole option. In no event, however, shall the maximum Term, including all renewals or extensions, exceed a total of One Hundred Two (102) months.

2. 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 Thirty Nine Million Four Hundred Twenty Eight Thousand Five Hundred Ninety Eight Dollars and Zero Cents (\$39,428,598.00) ("Maximum Liability"). This Contract does not grant the Contractor any exclusive rights. The State does not guarantee that it will buy any minimum quantity of goods or services under this Contract. Subject to the terms and conditions of this Contract, the Contractor will only be paid for goods or services provided under this Contract after a purchase order is issued to Contractor by the State or as otherwise specified by this Contract.

3. Contract Section C.3. is deleted in its entirety and replaced with the following:

- C.3.** Payment Methodology. The Contractor shall be compensated based on the payment methodology for goods or services authorized by the State in a total amount as set forth in Section C.1.
- a. The Contractor's compensation shall be contingent upon the satisfactory provision of goods or services as set forth in Section A.
- b. The Contractor shall be compensated based upon the following payment methodology:

	Amount (per compensable increment)									
	3/1/2011 – 2/29/2012	3/1/2012- 2/28/2013	3/1/2013- 2/28/2014	3/1/2014- 2/28/2015	3/1/2015- 1/14/2016	1/15/2016 2/28/2016	3/1/2016- 2/28/2017	3/1/2017- 2/28/2018	3/1/2018- 2/28/2019	3/1/2019 - 8/31/2019
Production for licenses printed at OTC location	2.23 per card	2.23 per card	2.23 per card	2.23 per card	2.23 per card	1.99 per card				
Licenses printed at Central Production facility	2.23 per card	2.23 per card	2.23 per card	2.23 per card	2.23 per card	1.99 per card				

Service Description	Amount (per compensable increment)
Updates to existing CDL and creation of a new card type for the CDL Learner Permit ("CDLP"). See Section A.20.	At No Additional Cost to the State
Updates to existing HGCP. See Section A.21.a.	At No Additional Cost to the State
Additional update to existing HGCP per Section A.21.b. Contingent upon successful completion, approval, and acceptance of modifications to the card design as directed in Section A.21.a.	At No Additional Cost to the State

c. The State will reimburse the Contractor for the actual amount of postage spent on the mailing of all DL/ID per Section A.26.b.8.

Required Approvals. The State is not bound by this Amendment 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).

Amendment Effective Date. The revisions set forth herein shall be effective January 15, 2018. All other terms and conditions of this Contract not expressly amended herein shall remain in full force and effect.

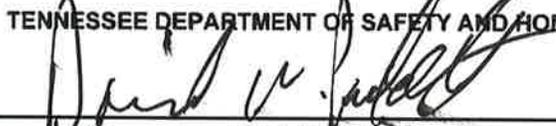
IN WITNESS WHEREOF,
MORPHOTRUST USA, LLC:



SIGNATURE 12/18/17
DATE

Robert Skal President & CEO

PRINTED NAME AND TITLE OF SIGNATORY (above)

TENNESSEE DEPARTMENT OF SAFETY AND HOMELAND SECURITY:


DAVID W. PURKEY, COMMISSIONER 12-22-17
DATE

Document Approval Status

SetID: SHARE Contract ID: NV00000000000000000024760
Vendor: Morphotrust USA LLC

Review/Edit Approvers

Agency Approvals

Agency Approvals [View/Hide Comments](#)

Self Approved
Kippine K Smith
Document Approval 1
12/28/15 - 11:36 AM

Self Approved
Kippine K Smith
Document Approval 2
12/28/15 - 11:36 AM

CPO Level 1 & 2 Approvals

Approved
Daniel Leeson
Document Approval 3
12/28/15 - 12:24 PM

Approved
Andrew Kidd
CPO Appr 2 Level >5 Mill_AMEND
12/28/15 - 1:12 PM

Comments

Comment History

CPO Dir/ Chief Proc Off/ Legal

CPO Dir/ Chief Proc Off/ Legal [View/Hide Comments](#)

Approved
Andrew Kidd
CPO Approval - Director AMEND
12/28/15 - 1:12 PM

CPO Chief Proc Off

Approved
Michael F Perry
CPO Appr -Chief Proc Off AMEND
12/28/15 - 1:25 PM

Comments

Comment History

Budget Office - Amendments

Budget Office - Amendments [View/Hide Comments](#)

Budget Approval Amendment-> 25K

Approved
Jacob Williamson
Con - Budget Office Approval
12/30/15 - 10:40 AM

Comments

Comment History

Comptroller Approvals

Comptroller Approvals [View/Hide Comments](#)

Approved
Mary Anne J Queen
Document Approval - Comptrolle
01/05/16 - 9:46 AM

Comments

Comment History

Comptroller - Amendments

Comptroller - Amendments [View/Hide Comments](#)

Amendments Term > 60 Months

Approved
Mary Anne J Queen
Document Approval - Comp AMEND
01/05/16 - 9:46 AM

Comments

Comment History

CPO Final Contract Approval

CPO Final Contract Approval [View/Hide Comments](#)

Approved
Pamela Pate
Document Approval 3
01/05/16 - 10:02 AM

Comments

Comment History

Comments

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CONTRACT AMENDMENT COVER SHEET

Agency Tracking #	Edison ID	Contract #	Amendment #
34901-00031	NV2 24760	NV2 24760	05
Contractor Legal Entity Name		Edison Vendor ID	
Idemia Identity & Security USA, LLC		0000216565	

Amendment Purpose & Effects(s)

The purpose of this Amendment 05 is to change the Contractor name as noted due in part to tax ID changes and the treatment of disregarded entities by the U.S. Department of Treasury, Internal Revenue Service. There has been no assignment of the contract, nor any change to the corporate form, assets, or capabilities of the Contractor.

Amendment Changes Contract End Date: YES NO

End Date: August 31, 2019

TOTAL Contract Amount INCREASE or DECREASE per this Amendment (zero if N/A): **\$ 0.00**

Funding —	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
Fy 2011	\$1,482,950.00	\$0.00	\$0.00	\$0.00	\$1,482,950.00
2012	\$4,448,850.00	\$0.00	\$0.00	\$0.00	\$4,448,850.00
2013	\$4,448,850.00	\$0.00	\$0.00	\$0.00	\$4,448,850.00
2014	\$4,448,850.00	\$0.00	\$0.00	\$0.00	\$4,448,850.00
2015	\$4,448,850.00	\$84,348.00	\$0.00	\$0.00	\$4,533,198.00
2016	\$4,551,150.00	\$0.00	\$0.00	\$0.00	\$4,551,150.00
2017	\$4,448,850.00	\$0.00	\$0.00	\$0.00	\$4,448,850.00
2018	\$4,765,900.00	\$0.00	\$0.00	\$0.00	\$4,765,900.00
2019	\$5,400,000.00	\$0.00	\$0.00	\$0.00	\$5,400,000.00
2020	\$900,000.00	\$0.00	\$0.00	\$0.00	\$900,000.00
TOTAL:	\$31,244,250.00	\$84,348.00	\$0.00	\$0.00	\$39,428,598.00

American Recovery and Reinvestment Act (ARRA) Funding: YES NO

CPO USE

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

Sonya

Digitally signed by Sonya Hadley and Homeland Security, ou=Budget, DN: cn=Sonya Hadley, o=Safety

Hadley

c=US
Date: 2018.04.20 10:02:47 -0500

Speed Chart (optional)	Account Code (optional)
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**AMENDMENT 05
OF CONTRACT NV2 24760**

This Amendment is made and entered by and between the State of Tennessee, Department of Safety and Homeland Security, hereinafter referred to as the "State" and Idemia Identity & Security USA, LLC, hereinafter referred to as the "Contractor." For good and valuable consideration, the sufficiency of which is hereby acknowledged, it is mutually understood and agreed by and between said, undersigned contracting parties that the subject contract is hereby amended as follows:

- 1. The Contractor contact information in Section E.2. is deleted in its entirety and replaced with the following:

Ed Casey, President and Chief Executive Officer (CEO)
Idemia Identity & Security USA, LLC
296 Concord Road, Suite 300
Billerica, MA 01821
Email Address: ed.casey@us.idemia.com
Telephone #: (978) 215-2525

- 2. The following is added as new Contract Section E.27.:

E.27. Contractor Name. All references to "MorphoTrust USA, LLC" and "MorphoTrust USA, Inc." shall be deleted and replaced with "Idemia Identity & Security USA, LLC".

- 3. The following is added as new Contract Section E.28.:

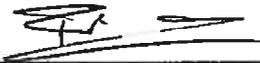
E.28. Contractor Edison Vendor ID. All references to "0000160523" shall be deleted and replaced with "0000216565".

Required Approvals. The State is not bound by this Amendment 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).

Amendment Effective Date. The revisions set forth herein shall be effective December 31, 2017. All other terms and conditions of this Contract not expressly amended herein shall remain in full force and effect.

IN WITNESS WHEREOF,

IDEMIA IDENTITY & SECURITY USA, LLC:



SIGNATURE 04-18-18
DATE
Pierre Chabassant COO

PRINTED NAME AND TITLE OF SIGNATORY (above)

DEPARTMENT OF SAFETY AND HOMELAND SECURITY:



DAVID W. PURKEY, COMMISSIONER 4-20-18
DATE



CONTRACT AMENDMENT COVER SHEET

Agency Tracking # 34901-00031	Edison ID NV2 24760	Contract # NV2 24760	Amendment # 06		
Contractor Legal Entity Name Idemia Identity & Security USA, LLC			Edison Vendor ID 0000216565		
Amendment Purpose & Effect(s) The purpose of this Amendment 06 is to add appropriate funding and extend the term so there is no disruption in services (the core system used to produce driver licenses, photo identification licenses, and handgun carry permits) during the time it takes for a Request For Proposals solicitation event to be completed and the time needed for a transition to a new solution.					
Amendment Changes Contract End Date: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO		End Date: April 30, 2021			
TOTAL Contract Amount INCREASE or DECREASE <u>per this Amendment</u> (zero if N/A):			\$ 7,600,000.00		
Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
2011	\$1,482,950.00	\$0.00	\$0.00	\$0.00	\$1,482,950.00
2012	\$4,448,850.00	\$0.00	\$0.00	\$0.00	\$4,448,850.00
2013	\$4,448,850.00	\$0.00	\$0.00	\$0.00	\$4,448,850.00
2014	\$4,448,850.00	\$0.00	\$0.00	\$0.00	\$4,448,850.00
2015	\$4,448,850.00	\$84,348.00	\$0.00	\$0.00	\$4,448,850.00
2016	\$4,551,150.00	\$0.00	\$0.00	\$0.00	\$4,551,150.00
2017	\$4,448,850.00	\$0.00	\$0.00	\$0.00	\$4,448,850.00
2018	\$4,765,900.00	\$0.00	\$0.00	\$0.00	\$4,765,900.00
2019	\$5,400,000.00	\$0.00	\$0.00	\$0.00	\$5,400,000.00
2020	\$4,700,000.00	\$0.00	\$0.00	\$0.00	\$4,700,000.00
2021	\$3,800,000.00	\$0.00	\$0.00	\$0.00	\$3,800,000.00
TOTAL:	\$46,944,250.00	\$84,348.00	\$0.00	\$0.00	\$47,028,598.00
Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid. I have already contributed to pay other obligations. Digitally signed by Sonya Hadley DN: cn=Sonya Hadley, o=TN Dept of Safety and Homeland Security, ou=TDOSHS - Budget Division, email=sonya.hadley@tn.gov, c=US Date: 2019.07.22 09:32:51 -05'00'				<i>CPO USE</i>	
Speed Chart (optional)		Account Code (optional)			

**AMENDMENT SIX
OF CONTRACT EDISON ID NV2 24760**

This Amendment is made and entered by and between the State of Tennessee, Department of Safety and Homeland Security, hereinafter referred to as the "State" and Idemia Identity & Security USA, LLC, hereinafter referred to as the "Contractor". For good and valuable consideration, the sufficiency of which is hereby acknowledged, 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 B. is deleted in its entirety and replaced with the following:

B. TERM OF CONTRACT:

- B.1. This Contract shall be effective on March 1, 2011 ("Effective Date") and extend for a period of One hundred twenty-two (122) months after the Effective Date, thereby ending on April 30, 2021 ("Term"). The State shall have no obligation for goods or services provided by the Contractor prior to the Effective Date.
- B.2. Renewal Options. This Contract may be renewed upon satisfactory completion of the Term. The State reserves the right to execute one (1) twenty (20) month renewal option under the same terms and conditions, at the State's sole option. In no event, however, shall the maximum Term, including all renewals or extensions, exceed a total of one hundred twenty two (122) months.

2. 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 Forty Seven Million Twenty Eight Thousand Five Hundred Ninety Eight Dollars and Zero Cents (\$47,028,598.00) ("Maximum Liability"). This Contract does not grant the Contractor any exclusive rights. The State does not guarantee that it will buy any minimum quantity of goods or services under this Contract. Subject to the terms and conditions of this Contract, the Contractor will only be paid for goods or services provided under this Contract after a purchase order is issued to Contractor by the State or as otherwise specified by this Contract.

3. Contract Section C.3. is deleted in its entirety and replaced with the following:

- C.3. Payment Methodology. The Contractor shall be compensated based on the payment methodology for goods or services authorized by the State in a total amount as set forth in Section C.1.
- a. The Contractor's compensation shall be contingent upon the satisfactory provision of goods or services as set forth in Section A.
- b. The Contractor shall be compensated based upon the following payment methodology:

	Amount (per compensable increment)					
	3/1/2011 – 2/29/2012	3/1/2012- 2/28/2013	3/1/2013- 2/28/2014	3/1/2014- 2/28/2015	3/1/2015- 1/14/2016	1/15/2016 4/30/2021
Production for licenses printed at OTC location	2.23 per card	2.23 per card	2.23 per card	2.23 per card	2.23 per card	1.99 per card
Licenses printed at Central Production facility	2.23 per card	2.23 per card	2.23 per card	2.23 per card	2.23 per card	1.99 per card

Service Description	Amount (per compensable increment)
Updates to existing CDL and creation of a new card type for the CDL Learner Permit ("CDLP"). See Section A.20.	At No Additional Cost to the State
Updates to existing HGCP. See Section A.21.a.	At No Additional Cost to the State
Additional update to existing HGCP per Section A.21.b. Contingent upon successful completion, approval, and acceptance of modifications to the card design as directed in Section A.21.a.	At No Additional Cost to the State

Required Approvals. The State is not bound by this Amendment 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).

Amendment Effective Date. The revisions set forth herein shall be effective July 15, 2019. All other terms and conditions of this Contract not expressly amended herein shall remain in full force and effect.

IN WITNESS WHEREOF,

IDEMIA IDENTITY & SECURITY USA, LLC:



7/18/19

SIGNATURE

DATE

Pierre Chaboussant COO

PRINTED NAME AND TITLE OF SIGNATORY (above)

DEPARTMENT OF SAFETY AND HOMELAND SECURITY:



7-22-19

JEFF LONG, COMMISSIONER

DATE