CONTRACT

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

Begin Date	End Date	Agency Tracking #	Edison ID
11/1/2010	10/31/2015	32801-00212	23485

Contractor Legal Entity Name	Registration ID
The Active Network, Inc.	102021

Subrecipient or Vendor	CFDA #	FEIN or SSN
☐ Subrecipient ☒ Vendor	N/A	33-0884962

Service Caption (one line only)

Administer TWRA's system to sell hunting and fishing licenses and boat registrations

FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
2011	$750,000.00				$750,000.00
2012	$1,500,000.00				$1,500,000.00
2013	$1,500,000.00				$1,500,000.00
2014	$1,500,000.00				$1,500,000.00
2015	$1,500,000.00				$1,500,000.00
2016	$750,000.00				$750,000.00
TOTAL:	**$7,500,000.00**				**$7,500,000.00**

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.

KW Tarkington Jr

Speed Code	Account Code
WR00000332	

F&A Secured Document

FA1133761

Contract
Between the State of Tennessee,
Tennessee Wildlife Resources Agency
and
The Active Network, Inc.

This contract, by and between the State of Tennessee, Tennessee Wildlife Resources Agency, hereinafter referred to as the "State" and The Active Network, Inc., hereinafter referred to as the "Contractor," is for the provision of the services and equipment necessary to support the provision and management of a remote easy access license (R.E.A.L.) System. The Contractor will need to provide, install, support, maintain, and operate the point of sale hardware, the communications network, and the software necessary to meet the requirements, as further defined in the "SCOPE OF SERVICES."

The Contractor is a for-profit corporation.
Contractor federal employer identification or social security number: 33-0884962
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. General scope of the services to be provided. The Contractor shall manage and maintain the automated hunting and fishing license sales system referred to as R.E.A.L. It is the intent of the State to maintain the functions, modules, equipment and any associated tasks which are currently in place. No new development will be completed unless requested by the State in a change order MOU. The scope of services section reflects all R.E.A.L. system functions, tasks, and equipment currently provided under past contracts. Any references to Liquidated Damages (Attachment AD. Liquidated Damages) are new and will apply to this contract.

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The solution must enable the TWRA to sell hunting and fishing licenses, register boats, take applications for and run quota hunt draws, collect harvest information, and numerous other functions as detailed throughout this document. The solution must enable the TWRA staff, as well as, the remote retail establishments to perform these tasks as outlined. If it does not materially meet the performance specifications, the Contractor shall correct the hardware and software configurations in a timely manner at no cost to the State. Specifically, the Contractor's services are detailed in Attachment A, Attachment B, Attachment C, Attachment D, Attachment E, Attachment F, Attachment G, Attachment H, Attachment I, Attachment J, Attachment K, Attachment L, Attachment M, Attachment N, Attachment O, Attachment P, Attachment Q, Attachment R, Attachment S, Attachment T, Attachment U, Attachment V, Attachment W, Attachment X, Attachment Y, Attachment Z, Attachment AA and Attachment AG. In high level outline form the solution shall include:

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

A.2.2 The equipment and paper materials must be provided, deployed, and maintained by the contractor as part of the solution to include point of sale terminal equipment, keyboards, keyboard stands, and printers, to supply each license agent/retail establishment.

A.2.3 A sales delivery system must be provided to both the TWRA staff and the license agent locations. Specifically there are three main platforms with the REAL system: internet-based sales to the public, point of sale at the retail locations, and web-based administrative sales at the TWRA locations.

A.2.4 A telephone sales staff and telephone help desk for the license agent sellers. License agent management and support.

A.2.5 A host platform configuration robust in size to house and maintain 3 to 4 million customer records and 10 million sales records.

A.2.6 License sales centers when licenses are sold via the telephone and internet.

A.2.7 Accounting reports for the TWRA staff.

A.2.8 Inquiry and update functions for the TWRA staff.

A.2.9 ACH functions provided on a regular basis against the license agent accounts.

A.2.10 Agent and TWRA staff training responsibilities.

A.2.11 Sales and data collection modules:

License sales
Boat registration
Commercial fishing
Commercial musseling
Quota hunt application and drawing
Harvest data collection using the internet, administrative screens, and web application
Captive wildlife
Magazine subscriptions
Boating and hunter education data
Reelfoot waterfowl blinds
Falconry permits

A.2.12 Ad hoc reporting capabilities.

A.2.13 Project approach and management.

2.13.1. Attachments A, B, and C provide a detailed description of the methodology the Contractor must follow when tasked with a change order "MOU" or any development endeavor.

Information Technology Methodology. The Contractor will provide any requested development for the R.E.A.L. system using the State's Information Technology Methodology (ITM). A copy of the state's ITM can be provided upon request.

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

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

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

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

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

A.3 The Contractor must provide to the State a *Statement on Auditing Standards No. 70 (SAS 70) Reports on the Processing of Transactions by Service Organizations* annually.

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

A.5. Change Orders. The state may, at its sole discretion and with written notice to the contractor, request changes in the scope of services that are necessary but were inadvertently unspecified in the scope of services of this Contract.

a. Memorandum of Understanding – No event more than ten (10) business days after receipt of a written change order request from the State, the Contractor shall respond with a written proposal for completing the service. Said proposal must specify:

(1) the effect, if any, of implementing the requested change(s) on all other services required under this Contract;
(2) the specific effort involved in completing the change(s);
(3) the expected schedule for completing the change(s);
(4) the maximum number and type of person hours required for the change(s); and
(5) the maximum cost for the change(s), PROVIDED THAT such maximum cost shall not exceed the product of the of person hours required multiplied by the appropriate payment rate proposed for change order work.

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

b. Change Order Performance— subsequent to State approval of an MOU, the Contractor shall complete the required change order services. The State will be the sole judge of the acceptable completion of change order work and, upon such determination, shall provide the Contractor written approval of the work, such determination of acceptability of work shall be made within thirty (30) days of the go-live date.

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

B. CONTRACT TERM:

This Contract shall be effective for the period commencing on November 1, 2010 and ending on October 31, 2015. 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 Seven Million, Five Hundred Thousand Dollars ($7,500,000.00). 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 by the State 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 Contract Section A:

b. The Contractor shall be compensated for said units, milestones, or increments of service based upon the following payment rates:

Service Description	November 1, 2010 through October 31, 2015 Amount (per compensable increment)
One Completed Point Of Sale Privilege Transaction	$ .91 each
One Completed Harvest Collection Transaction	$ .91 each
One Completed Public Internet Quota Hunt Application Transaction for Annual And Lifetime Sportsmen License Holders	$1.00 each
One Additional Agent Equipment Unit (POS Terminal, Keyboard, Keyboard Stand, And Printer) In Excess Of 1,000 Units	$620.00 each
One Additional Agent Equipment Unit (Printer Only) In Excess Of 100 Units	$270.00 each
One Completed Batched Data Record Update Transaction	$0.00 each
One Program Module Download To One POS Terminal In Excess Of 1000 Units annually	$ 1.00 each

c. The Contractor shall be compensated for changes requested and performed pursuant to Contract Section A.5., without a formal amendment of this contract based upon the payment rates detailed in the schedule below and as agreed pursuant to said Section A.5., PROVIDED THAT compensation to the Contractor for such "change order" work shall not exceed TEN PERCENT (10%) of the contract maximum liability. If, at any point during the Contract period, the State determines that the cost of necessary "change order" work would exceed said maximum amount, the State may amend this Contract to address the need.

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

Service Description	November 1, 2010 through October 31, 2015 Amount (per compensable increment)
Work pursuant to a Change Order MOU approved in accordance with Contract Section A.6. Senior Programmer See Attachment AE, Glossary, #68.	$ 125.00 per hour
Work pursuant to a Change Order MOU approved in accordance with Contract Section A.6. Programmer, Data Analyst See Attachment AE, Glossary, #68.	$ 110.00 per hour
Work pursuant to a Change Order MOU approved in accordance with Contract Section A.6. Quality Assurance Tester, Account Specialist See Attachment AE, Glossary, #68.	$ 75.00 per hour
Work pursuant to a Change Order MOU approved in accordance with Contract Section A.6. Business Analyst, Project Manager See Attachment AE, Glossary, #68.	$ 125.00 per hour

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

Service Description	**November 1, 2010 through October 31, 2015** **Maximum Fee Amount** (that may be charged per compensable increment)
One Completed Public Internet Agent Transaction – Non-Fulfilled Privileges	$ 3.00 each
One Completed Public Internet Agent Transaction – Fulfilled Privileges	$ 4.25.each
One Completed Telephone Agent Transaction– Non-Fulfilled Privileges	$ 6.25 each
One Completed Telephone Agent Sales Transaction – Fulfilled Privileges	$ 7.50 each
One Completed Public Internet Quota Hunt Application Transaction - For Non Sportsman License Holders	$ 2.00 each

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

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

a. The Contractor shall submit invoices no more often than monthly, with all necessary supporting documentation, to:

Tennessee Wildlife Resources Agency
Ellington Agricultural Center
P. O. Box 40747
Nashville, TN 37204

b. The Contractor agrees that each invoice submitted shall clearly and accurately (all calculations must be extended and totaled correctly) detail the following required information.

(1) Invoice/Reference Number (assigned by the Contractor);
(2) Invoice Date;
(3) Invoice Period (period to which all invoiced charges are applicable);
(4) Contract Number (assigned by the State to this Contract);
(5) Account Name: Tennessee Wildlife Resources Agency, Information Technology Division;
(6) Account/Customer Number (uniquely assigned by the Contractor to the above-referenced Account Name);
(7) Contractor Name;
(8) Contractor Federal Employer Identification Number or Social Security Number (as referenced in this Contract);
(9) Contractor Contact (name, phone, and/or fax for the individual to contact with billing questions);
(10) Contractor Remittance Address;
(11) Complete Itemization of Charges, which shall detail the following:

i. Service or Milestone Description (including name /title as applicable) of each service invoiced;
ii. Number of Completed Units, Increments, Hours, or Days as applicable, of each service invoiced;
iii. Applicable Payment Rate (as stipulated in Section C.3.) of each service invoiced;
iv. Amount Due by Service; and
v. Total Amount Due for the invoice period.

c. The Contractor understands and agrees that an invoice to the State under this contract shall:

(1) include only charges for service described in Contract Section A and in accordance with payment terms and conditions set forth in Contract Section C;
(2) not include any future work but will only be submitted for completed service; and
(3) not include sales tax or shipping charges.

d. The Contractor agrees that timeframe for payment (and any discounts) begins when the State is in receipt of each invoice meeting the minimum requirements above.

e. The Contractor shall complete and sign a "Substitute W-9 Form" provided to the Contractor by the State. The taxpayer identification number contained in the Substitute W-9 submitted to the State shall agree to the Federal Employer Identification Number or Social Security Number referenced in this Contract for the Contractor. The Contractor shall not invoice the State for services until the State has received this completed form.

EE 10-28-10 MGL C.6. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any payment, invoice, or matter in relation thereto. A payment by the State shall not be construed as acceptance of any part of the work or service provided or as approval of any amount invoiced.

C.7. Invoice Reductions. The Contractor's invoice shall be subject to reduction for amounts included in any invoice or payment theretofore made which are determined by the State, on the basis of audits conducted in accordance with the terms of this Contract, not to constitute proper remuneration for compensable services.

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

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

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

b. The Contractor shall complete, sign, and present to the State a "Substitute W-9 Form" provided by the State. The taxpayer identification number detailed by said form must agree with the Contractor's Federal Employer Identification Number or Tennessee Edison Registration ID referenced in this Contract.

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 sixty (60) 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 terminate the Contract and withhold payments in excess of fair compensation for completed services.

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a. The State will provide notification of termination for cause in writing. This notice will: (1) specify in reasonable detail the nature of the breach; (2) provide the Contractor with an opportunity to cure, which must be requested in writing no less than 10 days from the date of the Termination Notice; and (3) shall specify the effective date of termination in the event the Contractor fails to correct the breach. The Contractor must present the State with a written request detailing the efforts it will take to resolve the problem and the time period for such resolution. This opportunity to "cure" shall not apply to circumstances in which the Contractor intentionally withholds its services or otherwise refuses to perform. The State will not consider a request to cure contract performance where there have been repeated problems with respect to identical or similar issues, or if a cure period would cause a delay that would impair the effectiveness of State operations. In circumstances where an opportunity to cure is not available, termination will be effective immediately.

b. Notwithstanding the foregoing, 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 Tennessee Code Annotated, § 12-4-124, 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 AF, hereto, 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 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 Contractor's place of business at any reasonable time upon reasonable prior written notice by the State.

d. The Contractor understands and agrees that failure to comply with this section will be subject to the sanctions under the law 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 at Contractor's place of business and upon reasonable prior written 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:

UPS

Carol C. Freeman
Chief of Information Technology
Ellington Agricultural Center
440 Hogan Road
Nashville, TN 37220

U S Postal Service

Carol C. Freeman
Chief of Information Technology
TWRA
Ellington Agricultural Center
P. O. Box 40747
Nashville, TN 37204

carol.freeman@ tn.gov
Phone: 615-781-6528
Fax: 615-837-4261

Fed Ex

Carol C. Freeman
Chief of Information Technology
TWRA
Ellington Agricultural Center
TWRA Building
5107 Edmondson Pike
Nashville, TN 37211

The Contractor:

Denny Bennett
The Active Network, Inc.
3055 Lebanon Road
Building 2 Suite 2301
Nashville, TN 37214
dbennett@als_xtn.com
615.263.4257 EXT 2162
Fax # 615-523-1318

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 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.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 upon written notice the 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 and information shall be maintained in accordance with applicable state and federal law. All material and information, regardless of form, medium or method of communication, provided to the Contractor by the State or acquired by the Contractor on behalf of the State shall be regarded as confidential information in accordance with the provisions of applicable state and federal law, state and federal rules and regulations, departmental policy, and ethical standards. Such confidential information shall not be disclosed, and all necessary steps shall be taken by the Contractor to safeguard the confidentiality of such material or information in conformance with applicable state and federal law, state and federal rules and regulations, departmental policy, and ethical standards.

The Contractor's obligations under this section do not apply to information in the public domain; entering the public domain but not from a breach by the Contractor of this Contract; previously possessed by the Contractor without written obligations to the State to protect it; acquired by the Contractor without written

restrictions against disclosure from a third party which, to the Contractor's knowledge, is free to disclose the information; independently developed by the Contractor without the use of the State's information; or, disclosed by the State to others without restrictions against disclosure. Nothing in this paragraph shall permit Contractor to disclose any information that is confidential under federal or state law or regulations, regardless of whether it has been disclosed or made available to the Contractor due to intentional or negligent actions or inactions of agents of the State or third parties.

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

E.8. Incorporation of Additional Documents. Included in this Contract by reference are the following documents:

A The Contract document and its attachments.
B. Technical specifications provided by the Contractor.

E. 9. 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.10. Lobbying. The Contractor certifies, to the best of its knowledge and belief, that:

a. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form-LLL, ``Disclosure Form To Report Lobbying," in accordance with its instructions.
c. The Contractor shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

E.11. 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 prompt 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.12. 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.13. Breach. A party shall be deemed to have breached the Contract if any of the following occurs and is not cured within thirty (30) days after receipt or written notice thereof:

— failure to perform in accordance with any material term or provision of the Contract;
— partial performance of any material term or provision of the Contract;
— any act prohibited or restricted by the Contract, or
— violation of any express warranty.

For purposes of this Contract, these items shall hereinafter be referred to as a "Breach."

a. Contractor Breach— the State shall notify Contractor in writing of a Breach.

(1) In event of a Breach by Contractor, the State shall have available the remedy of Actual Damages and any other remedy available at law or equity. The State shall notify the Contractor in writing within 30 days of State's discovery of any Breach of Contract by the Contractor. Said notice shall contain a description of the Breach. Failure by the State to provide said written notice shall operate as an absolute waiver by the State of the Contractor's Breach. Failure by the State to file a claim before the appropriate forum in Tennessee with jurisdiction to hear such claim within one (1) year of the written notice of Breach shall operate as a waiver of said claim in its entirety. It is agreed by the parties this provision establishes a contractual period of limitations for any claim brought by the State.

(2) Liquidated Damages— in the event of a Breach, the State may assess 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 a Breach 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 in above referenced, Attachment AD: Liquidated Damages and agree that said amounts represent a reasonable relationship between the amount and what might reasonably be expected in the event of Breach, and are a reasonable estimate of the damages that would occur from a Breach. It is hereby agreed between the parties 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 Damage amount is in addition to any amounts Contractor may owe the State pursuant to the indemnity provision or other section of this Contract.

The State may continue to withhold the Liquidated Damages or a portion thereof until the Contractor cures the Breach, the State exercises its option to declare a Partial Default, or the State terminates the 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; provided, however, Contractor shall receive a credit for said Liquidated Damages previously withheld except in the event of a Partial Default.

(3) Contract Termination— in the event of a Breach, the State may terminate the Contract immediately or in stages. The Contractor shall be notified of the termination in writing by the State. Said notice shall hereinafter be referred to as Termination Notice. The Termination Notice may specify either that the termination is to be effective immediately, on a date certain in the future, or that the Contractor shall cease operations under this Contract in stages. In the event of a termination, the State may withhold any amounts which may be due Contractor without waiver of any other remedy or damages available to the State at law or at equity. The Contractor shall be liable to the State for any and all actual direct damages incurred by the State and any and all actual direct expenses incurred by the State which exceed the amount the State would have paid Contractor under this Contract. Contractor agrees to cooperate with the State in the event of a Contract Termination.

b. State Breach— in the event of a Breach of Contract by the State, the Contractor shall notify the State in writing within 30 days of Contractor's discovery of any Breach of Contract by the State. Said notice shall contain a description of the Breach. Failure by the Contractor to provide said written notice shall operate as an absolute waiver by the Contractor of the State's Breach. In the event of Breach by the State, the Contractor may avail itself of any remedy at law in the forum with appropriate jurisdiction; provided, however, failure by the Contractor to give the State written notice and opportunity to cure as described herein operates as a waiver of the State's Breach. Failure by the Contractor to file a claim before the appropriate forum in Tennessee with jurisdiction to hear such claim within one (1) year of the written notice of Breach shall operate as a waiver of said claim in its entirety. It is agreed by the parties this provision establishes a contractual period of limitations for any claim brought by the Contractor.

E.14. Ownership of Intellectual Property; License. Contractor shall retain all right, title and interest in and to its services and products and any underlying software, patents, copyrights, trademarks, service marks, logos and trade names worldwide ("Intellectual Property") subject to the limited license provided by this Contract. The State shall use the Intellectual Property only as provided and shall not alter the Intellectual Property in any way, or act or permit action in any way that would impair Contractor's rights in its Intellectual Property. The State acknowledges that its use of the Intellectual Property shall not create in it or any other person or entity any right, title or interest in or to such Intellectual Property. Any goodwill accruing from the use of the Intellectual Property shall inure solely to the benefit of Contractor. Contractor hereby grants to the State a limited, non-exclusive, non-transferable license to use the services, products and technology solely in accordance with Contractor's specifications. The State hereby grants to Contractor a limited non-transferable license to use, display, reproduce, distribute, modify and transmit in digital or printed form information provided by the State relating to its organization, which may include its name, trademarks, service marks and logo, in connection with the implementation and promotion of the products and/or services for the State and promotion of your organization for you benefit.

E.15. Ownership of Data. The State shall have all ownership right, title, and interest in all data created for the State under this Contract. The State shall have, exclusive, and unlimited rights to use, disclose, reproduce, and/or publish, for any purpose whatsoever, all said data. The Contractor shall have no right to sell or furnish to any third party, for any purpose whatsoever, any or all said data. The Contractor shall furnish such data upon request of the State, in accordance with the Contract and applicable State law.

E.16. 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.

MGL

EC Lee 10-28-10

IN WITNESS WHEREOF,

ACTIVE NETWORK, INC.:

Matthew G. Landa 10/1/10

CONTRACTOR SIGNATURE **DATE**

Matthew G. Landa, President

PRINTED NAME AND TITLE OF CONTRACTOR SIGNATORY (above)

TENNESSEE WILDLIFE RESOURCES AGENCY:

Ed Carter 10/5/2010

ED CARTER, EXECUTIVE DIRECTOR **DATE**

APPROVED:

COMMISSIONER OF FINANCE & ADMINISTRATION **DATE**

COMMISSIONER HUMAN RESOURCES **DATE**

COMPTROLLER OF THE TREASURY **DATE**

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

The State is requesting that the REAL system which is currently in place remain as is and no new programming be completed unless requested by the State in a change order MOU, in which cases, the following project approach applies.

1. Planning Phase

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

A. Planning Phase Contractor Responsibilities

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

1. Review System Requirements

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

      1) TWRA management.

      2) Present system problems and their causes.

      3) Unique functions.

      4) Estimated transaction activity counts.

      5) State or federal policy changes, if any.

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

2. Revision of system requirements or Change Request MOU

   The Contractor must thoroughly review the system requirements (Attachment E through Attachment AA), as well as, the Contractor's own documentation and identify any adjustments or corrections needed before more analysis detail is added. The Contractor must make the needed adjustments or corrections and have them approved by the State.

3. Prepare Management Plan

   If the modification project submitted by a Change Control MOU, see Attachment AB., is of sufficient size, the Contractor must develop a Management Plan (developed with Microsoft Project, see Attachment B.1.B) and maintain it throughout the modification project. This plan shall include:

a) Project organization.

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

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

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

3) Any assumptions or constraints identified by the Contractor.

4) Critical path with parallel and dependent project tasks.

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

6) A timetable for each task and deliverable.

4. Prepare Quality Assurance Plan

   See Attachment B.4.B

5. Prepare Project Reporting and Control Procedures

   a. Prepare project-reporting procedures

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

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

6. Prepare Systems Development Lifecycle Methodology

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

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

B. Planning Phase State responsibilities

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

C. Planning Phase Deliverables (Contractor's Responsibility)

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

2. Design Phase

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

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

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

A. Design Phase Contractor Responsibilities

1. Maintain Project Management Plan
   a. Review the Project Management Plan with State project management, adjust it as required, and obtain State approval to begin the phase.
   b. Maintain the Work Plan, including the critical path time line, and report performance against the plan to the State on a weekly basis.

2. Analysis Enhancement

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

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

3. Construct Analysis Overview

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

   b. List risks and mitigation strategy.

   c. List objectives.

4. Develop General and Detailed Design

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

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

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

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

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

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

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

5. Develop Test Management Plan

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

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

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

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

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

6. Develop Conversion Strategy

a. In this phase, a Conversion Strategy must be developed that details the data conversion, if conversion is necessary, for each functional area identified by the State and confirms the implementation schedule as agreed upon by the State and the Contractor using the Change Control document (Attachment AB.). The plan must address all data conversion requirements. The State will provide the data in an automated format to the Contractor for conversion. The plan must address, at a minimum, the following:

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

2) Conversion data (source and volume)

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

4) Conversion support (system policy and hardware)

5) Conversion schedule

6) Conversion preparation task outline

7) Conversion test (queries and program operation)

b. The conversion strategy, if needed, must be developed in support of the implementation schedule developed after the Change Control document, Attachment AB. The State will provide information and assistance in the development of the plan to ensure that any details unique to Tennessee are included.

c. It is the intent of the State that all necessary data must be converted.

7. Develop Installation Strategy

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

a. Objectives and approach for components requiring installation.

b. Software installation relating to system issues.

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

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

8. Develop Training Strategy

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

      1) If requested the Contractor will provide the State staff training in the TWRA Nashville office.

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

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

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

   c. The Contractor will develop user training strategy that will ensure training conducted by Contractor staff fully covers personnel from each functional area. (See Attachment N, Agent Training Requirements).

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

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

      1) For TWRA staff in case the modifications are large enough where in the State's opinion training will be necessary:

      2) For Agents

         i) Development of appropriate curricula.
         ii) Training follow-up— the Contractor will provide for follow-up to all training, to ensure that training was effective, and to correct any training curricula deficiencies.
         iii) Training evaluation methodology, which includes a report of training effectiveness and validity.
         iv) Recommendation of associated lead times for training.
         v) Recommendations for content of all training materials and a schedule for production of training materials.

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

B. Design Phase State Responsibilities

1. Participate in the design and development of system modifications.
2. Assist in analysis enhancement.
3. Review and approve all Design Phase deliverables.
4. Conduct Quality Review Board meetings.

5. Provide all available relevant documentation on current system operations.
6. Clarify, at the Contractor's request, State policies, regulations and procedures.
7. Identify users and operators to be trained.
8. Expedite the development of the modification through an oversight and approval role with the Contractor in the daily activities associated with the completion of the design tasks.
9. Identify final system test site(s).

C. Design Phase Deliverables

1. Analysis specifications.
2. System overview.
3. General system design.
4. Detailed system design.
5. Test Management Plan.
6. If required by the State, a conversion Strategy.
7. Installation Strategy.
8. If required by the State, the training Strategy.
9. Updated Work Plan with critical path time line.
10. Database logical and physical designs and other file structures.
11. Forms, reports, and screen formats.

3. Programming and Testing Phase

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

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

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

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

E. If requested by the State, the Contractor must train State testing staff during this phase.

F. The Contractor must develop State staff users' manuals for POS terminal use, Internet Applications, administrative on line screens, and WEB POS (Harvest Collection). The Contractor must provide quick reference users' cards. These deliverables must be approved in advance by the State.

G. Programming and testing phase Contractor responsibilities.

1. Maintain Project Management Plan

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

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

2. Develop software

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

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

   b. Prepare and present a walk-through of each functional component of the system modification for State quality reviews.

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

   d. Prepare and maintain program documentation.

   e. Prepare plan for conducting system test.

3. Test Software

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

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

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

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

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

      1) Conduct unit (program) tests.

      2) Conduct integration tests.

      3) Conduct system test.

      4) Conduct regression testing when changes are made.

      5) State user acceptance testing assistance.

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

      1) Prepare test data which reflects sufficient test cases per test plan. At a minimum, the Contractor must use 100 test records to assure that variables may be sufficiently represented. The Contractor must submit all test plans to the State to review the completeness of test scenarios.

      2) Train test staff.

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

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

5) Provide assistance during State's acceptance test.

6) Correct system discrepancies.

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

4. Develop Detailed Conversion Plan (if conversion is needed), Procedures, and Programs

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

1) Identify data elements to be converted.

2) Identify necessary computer processing workloads.

3) Identify and plan manual support requirements.

4) Identify any special license forms and procedures.

5) Identify any control procedures and evaluation criteria.

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

7) Plan any special training for conversion activities.

8) Plan any interim file maintenance requirements.

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

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

5. Develop Implementation Plan

The Implementation Plan must complement the tasks defined in the conversion strategy and the Installation Strategy, developed in the preceding phase. The Implementation Plan must address implementation preparation tasks in detail, readiness to convert (if conversion is required by the State) Tennessee Wildlife Resources Agency data, security preparation and staff training. All factors must be considered in light of the implementation approach approved by the State. In addition to the above, the Implementation Plan must address, at a minimum, the following tasks:

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

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

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

d. Certification of software completion schedule.

e. If conversion is required by the State, certification of the data conversion and system modification conversion schedule.

f. Definition of support procedures.

G. Programming and Testing Phase – State Responsibilities

1. Review and approve programming and testing phase deliverables.
2. Develop, finalize, and approve acceptance test criteria and procedures.
3. Develop acceptance test data and conditions.
4. Conduct State's acceptance testing which will include sample of converted data. See Attachment B.4.H, State acceptance testing.
5. Validate and document acceptance test results.
6. Identify personnel to participate in the conversion of data.
7. Conduct data conversion accuracy verification.
8. Inform Contractor in writing of any system discrepancies identified during the acceptance tests.
9. Conduct quality reviews.
10. Review Contractor testing level certifications required in Attachment A.3.F.3.F.6, above.

H. Programming and Testing Phase - Contractor Deliverables

1. At the State's request, provide updated system and program documentation in accordance with State standards.
2. Test plans including detailed test conditions and expected test results.
3. Provide test data for system testing.
4. Results of system tests.
5. Conversion Plan, procedures, and programs.
6. Implementation Plan.
7. Test phase Contractor certifications for all testing levels, including written request for approval of same. See Attachment AE.12
8. Written request for implementation/production of each functional area of the R.E.A.L. System.

4. Training Phase

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

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

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

D. Training Phase - Contractor Responsibilities

1. Develop Business User Staff Training Materials

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

1) System Overview
   i) Description of each major module;
   ii) Reports produced;
   iii) Major system business functions;
   iv) Users' manual contents and usage;

2) System Usage
   i) Inquiry screen description with screen shots;
   ii) User help features;
   iii) Menu and system function traversal;
   iv) Problem recovery;
   v) Report contents, report generation;

3) System Operation
   i) Ad hoc reporting features;
   ii) Job cycles (daily, monthly, quarterly, annual, and special);

2. Develop training curricula for new agent users.
3. Ensure training is completed for all affected State staff and agents.
4. Prepare a report of agents who have completed training and submit to the State monthly.
5. Maintain Project Management Plan
   a. Review the Project Management Plan with State project management, adjust it as required, and obtain State approval to begin the phase.
   b. Maintain the Work Plan, including the critical path time line, and report performance against the plan to the State on a weekly basis.
6. Develop Technical Staff Materials and Documentation

   a. The Contractor must develop materials for State technical staff such as system administrators, analysts and ad hoc programmers. This material must cover, at a minimum, the following topics;
      1) Data inputs, outputs;
      2) Table record formats including descriptions of all fields, and all flag codes
      3) Structures for each table including primary and secondary keys;
      4) Application security features;
      5) Audit and testing procedures;
      6) User help procedures and features;
      7) System administration functions;
      8) System interface processing;
      9) File creation;
      10) Downloading procedures

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

10. Develop Business Staff User Manuals

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

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

1) Complete instructions for the users, completely explaining the use of each system function;
2) System usage scenarios, based on real world examples drawn from the day-to-day workloads of typical users, that fully describe and explain the salient features and operation of the system;
3) Where to seek assistance for application and/or equipment problems.
4) How to generate standard and ad hoc reports;
5) Normal report distribution and scheduling;
6) Prioritization processing, system determined priorities, and user override procedures:
7) System log-on, log-off, and security features;
8) Error messages and error correction procedures;
9) Help features and usage;
10) System troubleshooting;
11) Mandatory data fields and default data values;
12) Traversing system menus;
13) Screen layouts and contents;
14) Training materials describing each field on any and all tables and its meaning
15) Training materials describing each POS terminal field and its meaning.

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

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

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

11. Develop Agent User Procedure Manual and Quick Reference Card

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

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

Agents who only utilize the harvest module must have a separate harvest quick reference card designed for their specific needs. The Contractor must provide a printable online Procedure Manual for license agents. The Contractor must provide 800 copies of the quick reference cards for license agents and 800 copies of the quick reference cards for sites assisting with harvest collection. Quick reference cards must also be provided as printable online documents. Online Procedure Manuals and Quick Reference Cards must be updated as the system is updated.

G. Training Phase - State Responsibilities

1. Review and approve all training phase deliverables.
2. Provide preliminary training such as basic keyboard and printer familiarity. This does not include any system-specific details such as function key assignments.
3. Assist in all training activities of State staff.

H. Training Phase - Deliverables

1. Training curricula.
2. Report of agent training.
3. Written approval (by the State) of completed staff training and capability for on-going training.
4. Project management training plan
5. Business user training materials
6. Technical staff user training materials
7. Business staff user manual and reference cards
8. Agent staff user manual and reference cards

5. System Modification Implementation Phase:

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

B. In this phase, the objectives are to implement the system modification and to conduct operational and evaluation tests of the system as it comes on-line.

C. Implementation Phase - Contractor Responsibilities

1. Maintain Project Management Plan.
2. Convert data.
3. Evaluate system performance to ensure no impact is made on existing modules.
4. Conduct implementation.
5. If necessary, ensure equipment and data lines are installed and operational for the system.
6. Assume a primary role in the on-going maintenance of the system in accordance with project schedules.
7. Maintain Project Management Plan

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

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

8. If necessary, convert Data

   The Contractor shall complete conversion of data to the system in accordance with the detailed Conversion Plan developed in the Design Phase. The Contractor shall submit a request for approval of the converted data to the State.

9. Evaluate System Performance

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

   b. Documentation must show that minimum performance objectives will be achieved. Detailed documentation must be provided, demonstrating how the required response times will be achieved by the network. All calculations and assumptions are to be shown. At a minimum, the documentation shall show line speeds, devices supported per circuit and per location, routing, average and peak traffic load and average and worst case response times. The Contractor will provide the planning coordination for the network to achieve the response times indicated. (see Attachment G.13)

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

10. Conduct Implementation

    The Contractor will implement the system modification based on the approved Change Control document, Attachment AB., noting Liquidated Damages (Attachment AD) and provide for rigorous review and documentation of the results of the implementation. The following tasks must be included in the phase:

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

    b. Perform all implementation related tasks, including all software maintenance.

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

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

D. Implementation Phase - State Responsibilities

1. If conversion is necessary and required by the State, coordinate, assist, and monitor conversion activities with the Contractor.

2. Review and approve performance evaluation report.

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

4. Conduct Quality Reviews.

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

E. Implementation Phase - Deliverables

1. Written request for approval of converted data.
2. Performance Evaluation Report.
3. Written request(s) for approval of implemented functions.

6. Acceptance/Wrap-Up Phase

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

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

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

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

C. Acceptance/Wrap-Up Phase - Contractor Responsibilities

1. Monitor system performance. The Contractor will be responsible for meeting defined response times (see Attachment G.13).
2. Account for all system documentation, including electronic and printed copies.
3. Correct identified deficiencies.

D. Acceptance/Wrap-Up Phase - State Responsibilities

1. Review and approve acceptance/wrap-up phase deliverables.
2. Assist Contractor in monitoring system performance.

7. Production/Maintenance Phase including Documentation

The time and cost required for all change management requests must be estimated by the Contractor. Invoice hours cannot exceed the original estimated hours plus 10%, See Attachment AE.13 and Attachment AB.

A. Contractor Responsibility: the State's requirements for problem turnaround once the system modification is in production are (See Liquidated Damages, Attachment AD):

1. The Contractor shall resolve problems classified by the State as 'highest priority' within one (1) business day. If a permanent resolution cannot be implemented in this time frame, the Contractor shall provide a temporary solution that allows continued processing while it develops the permanent resolution.
2. The Contractor is required by the State to resolve all other, non-critical problems within fifteen (15) business days.
3. The Contractor is required to update system documentation when any changes are made to the REAL system. System documentation must be made available to the State in electronic format for its review. System documentation must include table layouts, field lengths, field definitions, and business rules.

B. State Responsibility

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

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

The State defines project management as encompassing all phases of the project from planning through production/maintenance and the associated requirements for those phases. The requirements delineated in this Attachment apply to all phases unless obviated by requirement definition. The State supports the Project Management Body of Knowledge (PMBOK) methodology as detailed by the Office for Information Resources (OIR). Project management described as follows must be used for any change or enhancement process throughout the life of the contract.

Record Keeping

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

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

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

The State is requesting that the REAL system which is currently in place remain as is and no new programming be completed unless requested by the State in a change order MOU, in which case, the following Project Management processes apply. References to Attachment AD, Liquidated Damages, will apply.

1. Project Management and Reporting

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

   B. The State requires that the Contractor use Microsoft Project as the project management tool. Microsoft project is the State's project management tool on contract.

   C. The Contractor is required to notify the State in writing of any proposed changes to key staff from the start date of the contract through 60 days prior to the go live date. The Contractor must submit a resume for any staff proposed to replace key staff during this time. The Contractor must obtain written approval from the State prior to removal or replacement of key staff members. Failure to do so will result in liquidated damages in accordance with Attachment AD.2, Liquidated Damages.

2. Project Maintenance

   The Contractor shall be responsible for maintaining, and operating for the State a system developed or modified to meet the technical and business requirements set forth in this Contract and implemented within the time frame any modifications as outlined in Attachment AB, Change Control.

3. State Project Team

   A. The Tennessee Wildlife Resources Agency will provide a project director, project sponsor, project manager, and programmer analyst.

   B. The TWRA project director will be responsible for ensuring that the project satisfies the requirements stated in the contract. The project director will consult with the project sponsor on a continuing basis in every phase of the project. This effort will ensure that the system

modification is properly implemented, supports the requesting Agency's defined functional requirements, and is properly documented. A special goal in this partnership will be to ensure that the system is flexible and expandable to accommodate new requirements that may be legislated.

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

D. The Contractor will have full responsibility for providing adequate staff to complete and maintain the project. The State will assign staff, as described in the position table below, to assist the Contractor with any system modification and to participate with the Contractor's staff in all phases.

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

Position

Project Sponsor
Project Director
Project Manager
Programmer Analyst

4. Project Quality Management

The Contractor must provide the requirements identified below.

A. Management Representative

The Contractor shall appoint a representative with management responsibility for project quality. This individual must have a demonstrable understanding of software quality assurance principles and techniques. They must have sufficient authority to act independently to resolve quality-related issues at the project level. They must maintain current knowledge of the project's status and be accessible to State project management. See Attachment AD.2, Liquidated Damages.

B. Quality Assurance Plan

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

B. Quality Assurance Plan

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

C. Quality Control

The Contractor shall perform quality control on its work. It shall inspect or test all deliverables, both documents and executable code, before submitting them for State review. Quality control of

documents shall assure that they are reasonably free from cosmetic errors (spelling, grammar, syntax, etc.), are complete, are accurate, are detailed sufficiently for their intended use, and conform to applicable State standards. Quality control of executable code shall assure that it functions according to its business and technical specifications.

D. Quality Assurance Assessment

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

E. Quality Review Board

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

F. State Quality Review

All deliverables must be approved by the State to be considered final. The State will review deliverables as needed to determine their fitness for use and will communicate the results of those reviews to the Contractor in writing. The State will complete its review cycle (from submissions of deliverables by Contractor to State response to Contractor) in no more than twenty (20) calendar days. If the State finds deficiencies in deliverables, it will communicate them to the Contractor who will develop the specific changes that would correct them. The Contractor shall correct all such deficiencies and resubmit corrected deliverables for review within one (1) to fifteen (15) business days depending on the scope and criticality of the modifications. In the event the Contractor fails to correct non-critical functional deficiencies within 15 business days after documented notification from the State, liquidated damages may be assessed. See Attachment AD.8, Liquidated Damages

G. Contractor System Testing

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

H. State Acceptance Testing

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

I. Problem Resolution

The Contractor and State will cooperate to resolve system problems found during Contractor testing, user acceptance testing, and production use. The State will report problems in a standardized written format. The Contractor shall track these problems to closure and report their status upon request. The Contractor shall evaluate each reported problem, estimate the time needed to resolve the problem, identify potential impacts on the system and the project, and report to the State. If the State decides to proceed, the Contractor shall resolve the problem. In the event the Contractor fails to correct critical functional deficiencies within 24 hours after documented notification from the State, liquidated damages may be assessed. See Attachment AD.8, Liquidated Damages

J. Change Management

The State and Contractor will cooperate in managing changes to previously agreed upon system functional capabilities. The State will identify potential functional changes and propose these to the Contractor in writing (see Change Control Form in Attachment AB and subsection A.6 Change Orders). The Contractor shall evaluate each proposal, estimate the cost, identify potential impacts on the system and the project, and report to the State. The State may then cancel or defer the change. If the State decides to proceed, it will prioritize the change and authorize the Contractor in writing to perform the work. A maximum of 10% overage will be allowed from the estimated time in hours. The Contractor shall track the status of in-progress change orders and report to the State upon request. In the event change orders are not implemented by the established implementation date, liquidated damages may be assessed. See Attachment AD.7, Liquidated Damages.

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

This Attachment describes the general responsibilities the State expects the Contractor to assume throughout the length of the contract. It also lists the responsibilities the State will assume. The responsibilities described apply to any change or enhancement process throughout the life of the contract.

The State is requesting that the REAL system which is currently in place remain as is and no new programming be completed unless requested by the State in a change order MOU. The following General Responsibilities apply to the change order process. References to Attachment AD, Liquidated Damages, will apply.

1. Contractor General Responsibilities

   A. Prior to the commencement of activities for each phase of the change order MOU (See Attachment ~~AD~~AB, Change Control), the Contractor is required to submit a detailed task plan, using project management software, to the State for approval. The task plan must include a schedule, resource assignments, deliverables, and State staff involvement. The Contractor must obtain State approval of each task plan before commencing work.

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

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

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

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

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

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

2. State General Responsibilities

   A. Provide overall project direction and management.

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

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

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

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

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

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

H. Coordinate other State resources as needed.

I. Obtain appropriate State approvals and commitment.

J. Provide information and answer questions at Contractor request.

The State is requesting that the REAL system which is currently in place remain as is and no new programming be completed unless requested by the State in a change order MOU. The following description of the System Environments requirements as defined here is exactly as the defined requirements in the current REAL system.

A. Development Environment

Source code editor

Compiler and/or interpreter

Build automation tools

Debugger

Version control

B. Test environment

Unit test - Unit testing is performed on each module/program. Individual sets of test data and test plans will be created by the Contractor to completely test internal conditions of the module/program. Successful unit testing occurs when the module's test plan is completed without failure. The test plan will reflect both positive and negative aspects of each option or condition within the module code.

Integration test - Integration testing is performed on each sequence of related or dependent modules. Any sequence of modules that will be run concurrently or consecutively (module called subroutines or additional modules) to produce an output or a result will require integration testing. Full sets of test data and test plans, which will completely test any conditions within the sequence, will be produced by the Contractor.

Regression test - Regression testing is performed on each module/program to check that a program has not "regressed", that is, that previous capabilities have not been compromised by introducing new ones. Regression testing is used to identify any defects were inadvertently introduced since the previous test. Full sets of test data and test plans, which will completely test any conditions within the sequence, will be produced by the Contractor.

System test - System testing is performed by the Contractor at a system level and will test the limits of the system and will simulate a production environment at peak times. The system test will determine when the application conforms to acceptable response and hardware load constraints. The system test will determine the accurateness of all system processing and will verify system outputs. The Contractor will produce full sets of test data and test plans, which will completely test and verify the system requirements.

Acceptance test - Acceptance testing will occur after approval has been given for all unit, integration, and system testing. Acceptance testing will be performed by Tennessee Wildlife Resources Agency staff and will determine the accurateness and completeness of the system requirements.

C. Production environment

The production environment must be separate from the development and test environment. Standard procedures for deployment must be developed and in place prior to implementation. Policies and procedures for version control must be developed and in place prior to implementation.

The State is requesting that the REAL system which is currently in place remain as is and no new programming be completed unless requested by the State in a change order MOU. The following System General Requirements apply as in the current system. References to Attachment AD, Liquidated Damages, will apply.

1. Transaction Editing

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

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

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

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

2. Access and Data Security

   The system must be designed to prevent fraud, theft, loss of proprietary data, and harm to State activities through unauthorized access of both computer resources and data (see Attachment AE.61)

   A. The Contractor is required to follow all applicable State policies and standards pertaining to data access and security. See Contract E.7, Confidentiality of Records, and Attachment AC, Release of Consumer Information.

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

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

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

      1. Facilities' physical security.

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

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

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

3. Disaster Recovery

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

   A. The Contractor must submit to the State within thirty (30) calendar days of signing the contract, a comprehensive disaster recovery plan specific to this system, which the State must approve. This plan may be the Contractor's business disaster recovery plan provided the State agrees that

it is adequate to assure the timely recovery of the R.E.A.L. System. Otherwise, the Contractor must develop this plan.

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

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

Tests must be conducted at least once a year.

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

D. The Contractor must provide a backup data circuit to TWRA in the event the main circuit fails.

4. System Recovery

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

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

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

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

E. The Contractor must assure that system operations provide the capability to recover from failures encountered in day-to-day operation of the system. See Attachment AD.3, Liquidated Damages.

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

5. Documentation

The Contractor must provide to the State, one hard copy and an electronic copy of documentation. Documentation of each phase must be completed prior to proceeding each subsequent phase. Documentation must be delivered to the State upon completion and on an as requested basis. Updates to the system require updates to the documentation, both prior to and subsequent to implementation and must be provided to the State.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1. All information needed to complete construction, including narrative and detailed specifications
2. Database table listing, including description of purpose for each table
3 Program listing, including description of purpose for each program.
4. Detailed file design including record layouts with all field definitions and sizes. Field definitions, when appropriate, must identify all allowable values

I. After completion of new modules all existing documentation must be revised to reflect the current system.

6. Audit Trails

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

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

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

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

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

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

7. System Test and Control Procedures

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

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

8. Identifiers

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

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

1. Unique identifier is to be consistent throughout all platforms, whether transactions are processed by POS terminals, WEB POS (Harvest Collection), public internet, telephone, administration, or any other approved platform.
2. Licensee /Permitee must also be identified by SSN (social security number) and TDL (Tennessee drivers' license).

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

9. System Constraints and Interfaces

A. The Contractor must provide a R.E.A.L. System interface with the local area network platform that is located at the TWRA Building, Ellington Agricultural Center, Nashville, Tennessee and the regional offices in Crossville, TN; Morristown, TN; and Jackson, TN.

The Contractor must provide a dedicated telecommunications connection, with failover capabilities, to the TWRA network. The connection must include a dedicated circuit and router which will connect to the TWRA LAN through the TWRA firewall. The dedicated circuit, at a minimum must be a T1. A backup circuit must also be provided into the Contractor's router located at TWRA, and the router must have the capability to automatically switch over to the backup circuit if the primary data circuit fails. Minimum bandwidth for the backup circuit must be 128 kbps. The Contractor must also provide FTP (file transfer protocol) capability via the internet for the purpose of downloading and uploading data.

B. The R.E.A.L. System must allow inquiry from personal computers with a minimum configuration of a Pentium 4 processor, 1GB of random access memory (RAM), and running under Windows XP.

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

D. The R.E.A.L. System must be available for transactions 24 hours per day, 7 days a week, excluding scheduled downtime for routine maintenance. The R.E.A.L. System is expected to be operational 99.5% of the scheduled up time using on-line, real time, otherwise, in store and forward mode. See Attachment AD.3, Liquidated Damages.

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

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

10. Purging and Archiving

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

11. Statistical

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

12. Number Sequencing

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

13. Downloading Software to POS Devices

The Contractor must provide 1000 downloads per license year to POS terminals. For downloads over the initial 1000, see Contract C.3 and Attachment AE.41.

The State is requesting that the REAL system which is currently in place remain as is and no new programming be completed unless requested by the State in a change order MOU. The following System Specific Requirements apply as in the current system. References to Attachment AD, Liquidated Damages, will apply.

1. Equipment Configurations

   Contractor must provide and install point of sale terminal equipment and peripherals

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

   A. Point of Sale Terminal

      1. The Contractor must provide, maintain, and replace as necessary, Point of Sale equipment which includes POS terminals, keyboards, printer/keyboard stands and printers to participating agents and to the TWRA offices.
      2. The Contractor must provide the following basic equipment unit configuration: one POS terminal device, one keyboard, one keyboard stand and one printer, including surge protection, as allowed by agent, for electric power and for phone line. The Contractor must also provide wiring/cabling necessary for operation of the point of sale station.
      3. The allowed footprint range is up to fifteen inches wide by twenty inches long by 10 inches high. Since agents require as much counter space as possible for the sale of merchandise, a small footprint is desirable and advantageous to the retail outlet.
      4. The license agent will be required to provide and pay for a communication line from each POS terminal (telephone line).
      5. The Contractor must develop the POS terminal programming application which will run efficiently in an agent environment for license and other type sales required by the State. Approval of application by the State is required prior to download.

   B. WEB POS Equipment for harvest collection

      The State requires that any TWRA biologist or County sheriff's office electing to use WEB POS must provide their own computer equipment and internet connection. Those entities must use a minimum of Windows XP operating system. They will only require license paper, ink, and POS printers.

   C. Printers

      The Contractor must provide a printer compatible with the POS platform which will the use of the same paper as specified in Attachment F.3.

2. Host Platform Configuration.

   A. The State is outsourcing to the Contractor the operation and hosting of the required platform and the State requires that the Contractor's solution interface with the State for use of the point of sale data by the State business staff. State staff will use the standard desktop computer configuration, with Microsoft Windows XP as the operating system and MS Internet Explorer v7.0 as the browser.

   B. Additional Equipment Requirements

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

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

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

3. Description of the License Form Material/Stock for POS Printers:

The license product must be produced at the point of sale, comparable in size and material to current license and be:

A. Durable, water and tear resistant.
B. Have convenient size and attractive appearance.
C. Allow for customer signature with ink.
D. Printing must be smudge resistant.
E. Printing/ink must be fade resistant and legible for one year under typical use.
F. Display an Agency designated logo preprinted on the license stock.
G. The color of the license material must be white with an orange logo.
H. The color may remain orange throughout the life of the contract.
I. A Harvest Tag must be attached to the license material.
J. The State requires information to be pre-printed, on both front and back, of the license paper.

4. Menus and On-Line Help

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

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

5. Database Creation and Update

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

B. Contractor must provide a replicated database for use by the State for ad hoc reporting.

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

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

6. Public Internet License Sales Website

Contractor must provide a website for the sale of licenses, permits, boat registrations, and other privileges. See Attachment H.2.

7. Telephone Support

Contractor must provide a telephone help desk for license buyers and license agents and for the sale of licenses, permits, and boat registrations. See Attachment H, and Attachment L.

The State is requesting that the REAL system which is currently in place remain as is and no new programming be completed unless requested by the State in a change order MOU. The following Systems Operation and Standards apply as in the current system. References to Attachment AD, Liquidated Damages, will apply.

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

2. The R.E.A.L. System must be a business enterprise system integrating all platforms (POS terminals, harvest collection platforms, public internet, administrative, telephone or any other approved platform) as one system with one database.

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

4. All point of sale equipment will operate "real-time". The "real-time transaction system requires transaction information to be entered at the terminal. The information is then verified as much as possible at the terminal. After verification the data is sent to host for transaction processing and any further verification. The host will then return transaction information and verification to the terminal where a license document will be printed.

5. The POS terminal license agent equipment will require off-line capability.

6. The Contractor must provide a means for processing privilege sales when any aspect of the R.E.A.L. System is not functioning.

7. Equipment Inventory

   A. An inventory of equipment must be readily available in anticipation of shipping to the agents.

   B. Equipment must be tested prior to shipping to assure that equipment meets functional requirements and is in good repair.

   C. Administrative screens must be available for TWRA staff to request equipment by agent number.

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

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

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

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

       1. The Contractor must contact the agent within 48 hours of delivery of agent equipment to insure connectivity, that application software is functioning, and to provide training to the agent.

       2. Within 48 hours of State notification to the Contractor of the closure of a license agent account by TWRA, the Contractor must take steps to assist the agent in returning equipment.

3. It shall be the Contractor's responsibility to retrieve any and all equipment provided by the Contractor to that agent. The Contractor shall bear the financial responsibility for any non-recoverable equipment.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

    A. POS terminal transaction response time: The State standard is that, from the transmission of the sale to the return of a response, response time must not exceed 15 seconds. This excludes operator input time before issuing the transmit request.

    B. Customer/agent telephone hold time: Once connected to a customer service representative, customers and/or agents must not be left on hold for more than 60 seconds at any time. See Liquidated Damages, Attachment AD.9.

    C. Server availability/reliability: Contractor's server must be up at least 99 percent of the time.

    D. Abandoned call rate: Abandoned calls must be less than 10% on a daily basis. See Attachment AD.6, liquidated damages.

    E. Equipment/problem diagnosis: Contractor must diagnose and resolve equipment/problems whether the equipment is operable or inoperable within 24 hours.

    F. Supplies delivery: Contractor must ship supplies, overnight delivery, to agents within one (1) business day of notification. Supplies include paper and printer ribbons.

    G. License fulfillment: Customers purchasing privileges by telephone must have their printed privilege mailed the next business day excluding trip licenses which will be used within one week of purchase. Licenses purchased online (internet platform) may be printed by the customer.

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

    I. Administrative screen/internet response: Contractor must provide a dedicated T1 data line, or better, and router to the TWRA Nashville office for use with administrative screen processing.

14. The Contractor is responsible for providing the following:

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

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

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

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

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

            - Microsoft Access 2007
            - ODBC

C. Contractor must provide security measures to protect State and customer data. See Attachment AE.61, Attachment AD.4, and Attachment AD.5, Liquidated Damages.

1. Sales data must be secured during transmission, using encryption where technically possible.

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

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

4. Contractor will be responsible for the security of confidential and/or personal information at all time when in the Contractor's custody. Any breach of data security, from any cause, shall be the responsibility of the Contractor. Any costs to the State or to customers relating to such breach shall be the responsibility of the Contractor and will be assessed as liquidated damages as provided for in Attachment AD. 4 and Attachment AD.5, Liquidated Damages.

   See Attachment AE: Glossary for definition of personal information that is protected.

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

1. The Contractor will ensure that a security audit is performed on an annual basis.
2. The Contractor will arrange to have this audit conducted by an unbiased third party, approved by TWRA, at no additional cost to the State. The third party will provide to TWRA, a comprehensive report of the audit.
3. The Contractor must provide the State, their plan for correcting or remedying any audit exceptions identified as a result of the security audit within thirty (60) days of receipt of the audit exception report.

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

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

The State is requesting that the REAL system which is currently in place remain as is and no new programming be completed unless requested by the State in a change order MOU. The following Telephone and Internet Sales Centers for Privilege Sales processes apply as in the current system. References to Attachment AD, Liquidated Damages, will apply.

The following description of the Telephone and Internet Sales Centers for Privilege Sales as defined here is exactly as the defined requirements in the current REAL system.

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

For both telephone and internet privilege processing, the Contractor must provide software to validate correct address given by customer. See Attachment AE.37.

1. **Telephone Sales**

   A. The Contractor must operate a telephone sales center using live operators for the issuance of TWRA designated hunting, fishing licenses, boat renewal registrations, permits, and other privileges.

   B. The Contractor must provide a sufficient number of operators to service all callers promptly. Callers must not be in the call queue more than 60 seconds. See Attachment AD.10, Liquidated Damages.

   C. Abandoned calls must be less than 10 % on a daily basis. Staffing must be increased as necessary to achieve this level of service on weekends, holidays, opening hunting season dates, and beginning license year months, or any other identified period when license sales are heaviest. See Attachment AD.6, Liquidated Damages and Attachment AE.1, Glossary.

   D. The electronic update of the system host in real time at the conclusion of the transaction must be with the same data and in the same format as transactions created by any other means within the system.

   E. The Contractor must provide a toll free telephone number, unique for use of Tennessee privilege purchasers, which, at the end of the contract will be returned to TWRA.

   F. Unique control numbers must be created for the caller to be used by TWRA and the caller as an identifier.

      1. Sales confirmation number

      2. TWRA customer ID number for new customers

   G. The caller's identifying information (e.g. name, address, personal description, etc.) must be captured by the sales center.

   H. All identifying information taken by the operator must be verified for accuracy by repeating the information and spelling it for the customer.

   I. The R.E.A.L. System must provide a method to differentiate the telephone sales center sales from other sales processes.

   J. The caller's credit card information must be captured by the sales center. Credit card information must be stored on a secure server while in use and deleted upon completion of the call. Customer must be informed whether or not the credit transaction was approved prior to issuance of a confirmation number to the customer.

K. Credit card processing must be completed after all information has been received from the caller. Resulting approval or disapproval must be conveyed to the customer before ending the call.

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

M. The State must approve the operating hours of the sales center.

N. The sales center staff must provide prompt and accurate information that will address callers' questions regarding the sale of the license, such as the types of licenses required for the customers anticipated activity. All business questions relating to wildlife and boating should be referred to TWRA.

O. The sales center must print:

1. All licenses must be printed and mailed. Two exceptions are trip licenses scheduled earlier than 7 days in the future and any licenses, permits, and privileges which are outlined in the Contract to be fulfilled by the State.

2. Annual gun range permits.

3. Exception: boat registration certificates and decals, senior citizen and other special licenses, lifetime sportsman replacement cards, boat education replacement cards, and hunter education replacement cards will be fulfilled by TWRA not the telephone sales center. See Attachment AE.38.

P. The sales center must mail the license the next business day following the transaction.

Q. The sales center must provide for the transfer of funds to the bank and by the method designated by the State.

R. The script used by telephone operators must be approved by TWRA before being implemented.

S. The telephone sales center will provide assistance to the internet customers when the internet sales site is not available or when a customer is having difficulty using the site.

2. **Internet Sales** (See Attachment AE.27 and Attachment AE.28)

A. The Contractor must:

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

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

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

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

D. Unique control numbers must be created for the customer to be used by TWRA and the customer as an identifier.
   1. Sales confirmation number
   2. TWRA customer ID number for new customers

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

F. All identifying information given by the customer:
   1. Must be verified for accuracy by displaying the information and asking the customer to verify before completing the sale.
   2. Neither SSN nor drivers license number should be displayed. Verification must be obtained by having the customer re-enter the field.

G. When data is updated to the R.E.A.L. System database, the update must provide a method to differentiate internet sales from other sales processes.

H. The sales process must capture the customer's credit card information. Internet sales must be processed using secure web pages. Credit card information must be stored on a secure server while in use and deleted upon completion of the session.

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

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

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

L. The sales center must provide:
   1. Each customer may self-print their license purchase. Each self-printed license must display the transaction authorization number in a design layout approved by the State.
   2. Annual gun range permits
   3. Exception: Boat registration certificates and decals, senior citizen and other special licenses, lifetime sportsman replacement cards, boat education replacement cards, and hunter education replacement cards may be purchased via the internet platform but will be fulfilled by the State not the internet sales center.
   4. Reprints will be emailed to the customer at the customer's request by the Contractor.

M. The Contractor for internet sales must provide for the transfer of funds to the bank and by the method designated by the State.

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

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

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

Q. A temporary harvest tag must be designed and displayed for those licenses which currently require harvest tags. After purchase the harvest tag must be displayed for printing by the customer.

The State is requesting that the REAL system which is currently in place remain as is and no new programming be completed unless requested by the State in a change order MOU. The following Inquiry Functions will apply as in the current system. References to Attachment AD, Liquidated Damages, will apply.

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

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

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

   B. Allow database query to facilitate research of account activity using various methods of accounts management reporting in a single, accessible system.

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

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

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

   A. The Contractor must provide data to the State in a format which can be accessed and queried by the State which uses Microsoft Access 2007.

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

The State is requesting that the REAL system which is currently in place remain as is and no new programming be completed unless requested by the State in a change order MOU. The following Accounting/Sales Reports Functions will apply as in the current system. References to Attachment AD, Liquidated Damages, will apply.

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

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

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

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

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

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

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

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

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

   H. Daily close out report for TWRA administrative/sales staff.

2. Stored reports (see Attachment AE.62)

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

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

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

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

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

F. Screen reports (with print capability) of monthly non-ACH on deposit. This report is the same in substance as the monthly ACH on deposit report, (F), above. The difference is that this report includes TWRA and State park offices for which ACH is not done. The report includes the same fields and totals as the monthly ACH on deposit report. Report must be run monthly.

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

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

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

J. Duplicate customer report/customer merge report. Report must minimally include customer information from both. Information includes customer ID, customer status, open date, customer name, street address, city and state, and birth date. Report must be run daily.

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

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

M. Duplicate SSN Report to be run on a monthly basis.

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

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

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

3. System reports (see Attachment AE.64)

A. A response time analysis - A monthly statistical summary of response time by administrative access and agent-terminal.

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

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

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

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

The State is requesting that the REAL system which is currently in place remain as is and no new programming be completed unless requested by the State in a change order MOU. The following ACH Processing will apply as in the current system. References to Attachment AD, Liquidated Damages, will apply.

This Attachment outlines the procedure for collections, deposit and posting of receipts for license, boat registration, telephone, internet, and magazine subscription sales. See Attachment AD.9, Liquidated Damages.

1. The Contractor will produce a weekly file of ACH (see Attachment AE.6) transactions containing the previous week's sales revenues. The file will be created by the Contractor by sweeping the agents' designated bank accounts, based on the agents' previous week's sales total minus the weekly accumulated agent fees (see Attachment AE.32). The Contractor will provide the ACH file to the Tennessee State Treasury as well as any subsequent ACH reconciliation required.
2. The Contractor must allow for flexible "sweeping" of accounts based on TWRA guidelines. Guidelines allow sweeps to be scheduled either on a dollar amount of sales set on an individual agent basis or by a regular time schedule. Regardless of the amount of sales, sweeping of accounts will be done on a weekly basis as a minimum.
3. The Contractor must provide a system by which agents are electronically notified of the receipted dollar amount and timing of pending ACH, giving the agents ample time to deposit sales amounts to cover the ACH to his bank account.
4. The Contractor will allow for lock out of any agent for whom ACH fails and will provide an online report of those accounts. (See Attachment J.2.C) The State will determine the cause of the failure, resolve the issue of payments to the State by the agent, and reset the agent to normal operation and ACH activity.
5. The Contractor must provide, using the administrative screens, a debit/credit adjustment feature to allow the State to post the installment payments for failed ACH attempts. This feature must reference the original failed ACH for the agent's account.
6. Upon authorization from the State, the Contractor will allow for re-attempt of previously failed ACH transactions. These will be specially scheduled transactions, processed separately from regularly scheduled ACH transactions and are to be for the original failed amount only. Additional sales, subsequent to the failed transaction, are to be included in the next regularly scheduled ACH and not to be included in the re-attempted transaction.
7. The Contractor will generate reports regarding amounts transferred from each agent's account. This report will be transmitted electronically to the Tennessee depository (bank). (see Attachment J.2.A)
8. The Contractor will provide financial sweep reports - reports by date and agent that document the agent account sweep criteria, total TWRA dollars of product sold by agent by transaction type and account sweep verification data. Reports will also be generated to communicate to the license agent the amount of funds taken from the agent account.

The State is requesting that the REAL system which is currently in place remain as is and no new programming be completed unless requested by the State in a change order MOU. The following Agent Management, Support, & Help Desk processes will apply as in the current system. References to Attachment AD, Liquidated Damages, will apply. The following description of the Agent Management, Support, & Help Desk functions as defined here are exactly as the defined requirements in the current REAL system.

There are multiple agent classes –license agent, TWRA regional and TWRA central, State lakes, phone sales, internet sales. The R.E.A.L. System Contractor will be responsible for providing technical and system support for agents and TWRA business staff. Requirements must be met in accordance with Attachment G.12. The system shall meet the following functional needs to ensure license management and support is available for agents and the TWRA. Note: Although check stations have in the past been one of the agent classes, they will not be included. They will remain as check stations but will not be included as one of the agent classes.

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

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

   B. Additions or closing of agent accounts.

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

   D. Miscellaneous messages to the agents by TWRA staff.

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

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

   B. Help desk will be in operation during hours mutually agreed upon by the State and the Contractor to sell license privileges and to assist agents. See Attachment AE.22.

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

      Abandoned calls must be less than 10% on a daily basis. Staffing must be increased as necessary to achieve this level of service on weekends, holidays, opening hunting season dates, and beginning license year months, or any other identified period when license sales are heaviest. See Liquidated Damages, Attachment AD.

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

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

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

The State is requesting that the REAL system which is currently in place remain as is and no new programming be completed unless requested by the State in a change order MOU. The following Collection and Creation of Agent Record processes apply as in the current system. References to Attachment AD, Liquidated Damages, will apply. The following description of the Collection and Creation of Agent Record functions as defined here are exactly as the defined requirements in the current REAL system.

The Contractor must create and display agent information. The Contractor must also provide the State with online real time information and reports concerning agent sales and activity.

The agent record must minimally include the following fields:

1. Corporation name
2. Street address
3. Supplemental address
4. City
5. State
6. Zip code
7. Ship equipment indicator (does agent need equipment? Yes/no)
8. Shipping street address
9. Shipping supplemental address
10. Shipping city
11. Shipping state
12. Shipping zip code
13. Contact name
14. Phone number
15. Fax number
16. Agent class
17. ACH fail
18. Federal tax ID
19. State tax ID
20. Business type code
21. County code
22. County name
23. Agent status
24. Open date
25. Close date
26. ACH account indicator
27. ACH account number
28. Bank name
29. Bank phone number
30. Current agent credit fee
31. Previous agent credit fee
32. YTD (year to date) agent credit fee
33. Transit routing number
34. ACH peg balance
35. Current ACH amount
36. YTD (year to date) gross amount
37. ACH frequency
38. Prior ACH begin date
39. Prior ACH effective end date
40. Prior ACH amount
41. Pre note indicator
42. Pre note date

43. Deposit amount
44. Number of terminals
45. Days advance ACH
46. ACH fail total
47. ACH fail MTD (month to date)
48. ACH fail YTD (year to date)
49. ACH description
50. ACH location type (parent, subsidiary, other)
51. Season open date
52. Season close date
53. Parent number
54. Subsidiary indicator
55. Account type
56. Bond number
57. No charge reprint (yes/no)
58. Email address

The State is requesting that the REAL system which is currently in place remain as is and no new programming be completed unless requested by the State in a change order MOU, in which case, the following Agent Training Requirements processes apply as in the current system. References to Attachment AD, Liquidated Damages, will apply. The following description of the Agent Training Requirements as defined here is exactly as the defined requirements in the current REAL system.

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

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

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

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

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

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

   B. A report of agents who have completed training must be prepared and submitted to TWRA monthly.

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

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

The State is requesting that the REAL system which is currently in place remain as is and no new programming be completed unless requested by the State in a change order MOU. The following Create/Maintain Customer Records processes apply as in the current system. References to Attachment AD, Liquidated Damages, will apply. The following description of the Create/Maintain Customer Records functions as defined here is exactly as the defined requirements in the current REAL system.

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

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

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

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

   A. Customer/TWRA ID number (see Attachment AE.17)
   B. SSN
   C. Name (first, mi, last)
   D. Birth date
   E. Hair color
   F. Height
   G. Eye color
   H. Gender
   I. Hunter certification state (alpha state abbreviation)
   J. Hunter certification number
   K. Hunter certification class completed date
   L. Boater certification state (alpha state abbreviation)
   M. Boater certification class completed date
   N. Driver's license state (alpha state abbreviation)
   O. Driver's license number
   P Residency type
   Q Address
   R. Address – supplemental
   S. City
   T. State
   U. Zip code
   V. Country
   W. County
   X. Phone number
   Y. Email address

3. An administration screen must have the ability to collect/modify the above information plus these additional fields:

   A. Customer status
   B. Customer open date
   C. Customer close date
   D. Enforcement/revocation status
   E. Magazine order date
   F. Magazine expiration date
   G. Name type
   H. Solicitation indicator

I. Comments (two fields – 50 characters each)
J. Transferred record flag

4. Certain fields must be system generated to facilitate processing:

   A. Customer status
   B. Customer open/close date
   C. Address change date
   D. Record creation source (obtained from driver's license file or other)

5. A customer may use one of three forms of identification to facilitate processing a privilege sale.

   A. A customer may offer a Tennessee drivers license for identification. In this situation, the license number may be used to retrieve a current customer record. If there is no current customer record, the license number may be used to obtain the customer demographics from the Tennessee Department of Safety drivers' license file. If one of these records is found, this procedure will eliminate the need for the agent/staff to key the information. During the creation of the customer record the driver's license information will be used as input.
   B. A customer may offer a TWRA license document for identification. In this situation, the TWRA customer ID may be used to retrieve a current customer record. This procedure will eliminate the need for the agent/staff to key the information.
   C. Social Security Number may be used if there is an existing customer record with the SSN field populated.

6. The system must allow access to the customer records by searching on the TWRA ID number, SSN, TN driver's license number, transaction number, TN boat number, or combinations of name/city/zip code/date of birth.

7. The Contractor must provide the means to update hunter certification state and hunter certification number. Updates to the customer records must be made from batched records submitted on a periodic basis by TWRA or on-line administrative screens.

8. The Contractor must provide the means to update boater education certification state (alpha state abbreviation), and boater education certification class completed date to the customer record. Updates to the customer records will be made either from batched records submitted on a periodic basis by TWRA or online administrative screen.

9. Customers must be able to change their addresses during any transaction.

10. The Contractor must provide an automatic means to update a residency status when a customer's state changes. For example, when a TN resident moves out of state and the license holder update their address in the REAL database, the residency status must be updated to "non-resident".

11. During a sale or any transaction, when an SSN is used to initiate the transaction, no names or personal information except addresses may be changed due to the possibility of duplicate SSNs or drivers' license numbers existing in the database.

12. The system must not allow duplicate social security numbers or driver's license numbers as a form of ID during a transaction. A combination of SSN or DLN and date of birth may be used for verification. If a social security number or driver's license number is found as a duplicate on the database during a transaction, return and error message asking the customer to use another form of identification (ID). Name and identifying personal information cannot be changed during the transaction process if the SSN is used to complete the purchase.

ATTACHMENT P. Sale and Distribution of Licenses, Permits, and All Other Privilege Types

The State is requesting that the REAL system which is currently in place remain as is and no new programming be completed unless requested by the State in a change order MOU. The following Sale and Distribution of Licenses, Permits, and All Other Privilege Types processes apply as in the current system. References to Attachment AD, Liquidated Damages, will apply. The following description of the Sale and Distribution of Licenses, Permits, and All Other Privilege Types functions as defined here is exactly as the defined requirements in the current REAL system.

There are four methods used to sell licenses – Point of Sale terminal, public internet, telephone and administrative transactions. Transactions, other than license sales, must also be incorporated and are described in the appropriate sections of this document. The system must issue fishing, hunting, and trapping licenses/permits at all participating license agent and TWRA regional sites throughout Tennessee. Regardless of the method used, replacement license sales must result in a flag being set in the sales transaction record to denote that it is a replacement.

See Attachment AE.28 for explanation of sportsman and non-sportsman license fees.

1. **General Sales application requirements**

   A. The Contractor must create a screen flow that will perform the following functions:

      1. Use the purchaser's social security number (SSN), TWRA ID, or Tennessee driver's license number (DLN) to find his customer record and obtain his identifying information. See Attachment O. If the customer has a TWRA license document or Tennessee driver's license, the screen flow must include a prompt to enter either source (TWRA ID or DLN) for the customer's identifying information.
      2. If customer record does not already exist, or if customer does not have a TWRA ID or a Tennessee driver's license, prompts for appropriate identifying information must be used to create a customer record and a unique TWRA ID number for each purchaser in accordance with Attachment O.
      3. Prompt the purchaser for identifying information.
      4. Prompt for the type of license(s) purchasing.
      5. If necessary, prompt for trip license date ranges. Provision must be made to allow the purchase of trip licenses that extend from one license year into the next, e.g. February 27-March 2.
      6. Prompt for identifying number associated with the customer record.
      7. Prompt for any surveys if necessary.

         Collect customer survey information at the point of sale:

         A) Must survey specific license customers and capture this information as part of the license transaction.

         B) One such survey which must be included is to collect federal HIP migratory bird survey data. The HIP survey must be initiated when the customer requests a migratory bird permit or when a waterfowl license is purchased. See Attachment AE.23 and Attachment AE.35.

      8. Display the appropriate licenses and agent fees and calculate the total. Display the total before final license sale.
      9. Update the R.E.A.L. System database customer file and associated sales files for privilege sales.
      10. Store and Forward Requirements: POS terminals must be programmed for store and forward capabilities.

B. The R.E.A.L. System will print one or multiple (if they are purchased at the same time) license or permit endorsements, including federal hip migratory bird permits, on one license form at the point of sale. All licenses, permits & harvest tags printed at the point of sale must look exactly the same regardless of the point of sale device used to purchase the license. At a minimum, the information printed on the license or permit will be:

1. License purchasers name and address
2. Personal identifying information. See Attachment O.
3. TWRA ID (unique customer number) formatted with hyphens
4. License year
5. License type number
6. License type description
7. License and agent fees
8. Purchase date and time of purchase
9 License effective date(s)
10. Expiration date
11. TWRA logo
12 Agency name
13. Disclosure statement
14. Agent number
15. Terminal ID
16. Transaction number
17. Customer signature line
18. Sales total
19. Hunter education certification class completed date for those license types that require course completion.
20. For those licenses requiring a temporary harvest tag (see Attachment AE.29) attached to the license, issue with the following minimum information printed on the harvest tag:
    A) Description and license year
    B) TWRA ID number
    C) Month/day matrix
    D) Instructions

    or

    F) It may be a harvest tag grid as described in Attachment F.3.J.
21. Enforcement/revocation status denoted on license with specific restriction(s)
22. If duck blind permit, notary signature line.

C. Other requirements for the screen flow.

1. Ability to void any license or permits that a purchaser buys by mistake or has a change of mind within a specified time period.
2. Ability to issue replacement licenses (see Attachment AE.60) or permits at the point of sale. The R.E.A.L. System must issue these licenses or permits at any license agent site not just from the agent that originally sold it. Print only those replacement licenses requested by the purchaser.
3. Ability to reprint licenses that may be necessary, for example, by a printer jam.
4. Ability to issue licenses and permits for annual usage (whether fiscal, calendar, license year), daily usage, date range usage, or year-to-date.

5. Ability to display error messages that clearly identify the error and action required to resolve.

2. **Point Of Sale Application**

All functionality provided in Attachment P.1 must be included in the POS application. Security levels must be applied to users of the POS terminal application.

A. POS terminals must prompt for fields, which include, but are not limited to:

1. Identifying information
   A. Eye color
   B. Hair color
   C. Birth date
   D. Gender
   E. Height
   F. Resident status (if resident status equals "Resident" then the State must equal TN)
2. State
3. Boat registration fields
4. License type
5. Harvest fields
6. Quota hunt fields
7. Other (HIP surveys/captive wildlife/commercial fishing/musseling

B. Password protection must be required for management functions.

C. POS terminal must provide a printed privilege using a printer attached to the POS device.

E. Void and reprint functionality must be part of the POS terminal module.

F. The Contractor shall not advertise nor use advertising from any other party in POS module unless explicitly authorized in writing by the State.

3. **Public internet sales application**

All functionality provided in Attachment P.1 must be included in the internet sales application.

A. Internet sales application must utilize pull down menus for fields, which include, but are not limited to:

1. Identifying Information
   A. Eye color
   B. Hair color
   C. Birth date
   D. Gender
   E. Height
   F. Resident status (see Attachment P.2.A.1.F)
2. State
3. Boat registration fields

4. License type
5. Harvest fields
6. Quota hunt fields
7. Other (HIP surveys/captive wildlife/commercial fishing/musseling)

B. Color and design of internet application must be approved by the State.

C. Encryption of any sensitive data is required for the internet application. Each transaction must be secured and encrypted.

D. All required licenses & permits must be fulfilled by the Contractor & mailed to the customer.

E. Error messages must clearly identify the error and action required to resolve in order to be meaningful to the general public.

F. There must not be any void and reprint functionality available to the customer included as a part of the internet module.

G. The Contractor shall not advertise nor use advertising from any other party in the internet module unless explicitly authorized in writing by the State.

4. **Administrative screen sales application**

All functionality provided in Attachment P.1 must be included in the administrative screen application, excluding license printing functionality. Permits that require an application are processed using an administrative screen. Certain privilege types are fulfilled by the State and require a print file to be formatted by the Contractor. Administrative screens will only be accessible to authorized State employees with security levels applied to users of the State Administrative Screen application.

A. Administrative screens must utilize pull down menus for fields, which include, but are not limited to:

1. Identifying information,
   A. Eye color
   B. Hair color
   C. Birth date
   D. Gender
   E. Height
   F. Resident status (see Attachment P.2.A.1.F)
2. State
3. Boat registration fields
4. License type
5. Harvest fields
6. Quota hunt fields
7. Other (HIP surveys/captive wildlife/commercial fishing/musseling

B. Screen graphics, design, and layout must be minimized to optimize processing speed.

C. Encryption is required for administrative screen processing. Each transaction must be secured and encrypted. Password protection must be required.

D. Void functionality must be included as part of the administrative screen module.

E. Error messages must clearly identify the error and action required to resolve in order to be meaningful to the general public.

The State is requesting that the REAL system which is currently in place remain as is and no new programming be completed unless requested by the State in a change order MOU. The following Boat Registration processes apply as in the current system. References to Attachment AD, Liquidated Damages, will apply. The following description of the Boat Registration functions as defined here is exactly as the defined requirements in the current REAL system.

Boat registration is the method of collecting information about a boat for use on the waterways of Tennessee and issuing the proper certification and decals. A properly registered boat will be recorded in the TWRA boating database, have the proper decals affixed to the bow of the boat, and have a valid certificate of registration on the vessel. Boat registration period is calculated from the date of registration for 1, 2, or 3 years. See Attachment AE.7 and Attachment AE.20.

Registration fees vary based on boat length and the number of years for which a boat is registered. No boat may be registered for more than three years. For example, if a boat has two years remaining on its registration; it cannot be registered for two additional years.

The Contractor must provide a means to register boats, format boat registration data, maintain a boat registration database, and maintain a link to the customer database for each boat. The process and database design, including the database fields, must be included in the design document and be approved by TWRA.

The following situations must be addressed and provided for:

1. Original transactions (see Attachment AE.39)

   Original boat registrations (boat has not previously been registered in the State of Tennessee), done only in the TWRA Nashville office, require proof of payment of sales tax or exemption provided by appropriate county clerk. If registrant is not currently a TWRA customer, a customer record must first be created. The boat registration is then entered and linked to the customer record. An online administrative update screen must provide for these processes in real time. The original transaction will provide the following information:

   A. Customer Identification
   B. Co-owners name (optional)
   C. Boat type code
   D. Registration type (o, original)
   E. TN boat number (registration number)
   F. Boat length
   G. Boat make
   H. Boat type
   I. Year built
   J. Manufacturer's hull identification number (HIN)
   K. Boat use
   L. Hull material
   M. Propulsion type
   N. Engine drive type
   O. Fuel type
   P. Horsepower
   Q. Documentation indicator
   R. Status
      1. Stolen
      2. Sold
   T. Registration through date (expiration date)
   U. Check status
      1. Returned
      2. Cleared

*All fees must be calculated and displayed on the administrative screen according to boat length, boat use, and registration period.

2. Transfer transactions (see Attachment AE.66)

All boat transfer transactions are processed at TWRA Nashville office using administrative screens via secured private internet. Transfer transactions also require proof of payment of sales tax or exemption provided by appropriate county clerk. If registrant is not currently a TWRA customer, a customer record must first be created. The boat registration is then entered and linked to the new customer record. An online administrative update screen must provide for these processes, in real time. In addition to the above, a transfer transaction will provide the following information:

A. Registration type (T, transfer)
B. Corrected/changed boat information. See Attachment Q.1.E through Attachment Q.1.U, above.
C. Transfer transactions must be designed with safeguards to prevent registering a boat to the wrong person.
D. All fees must be calculated and displayed on the administrative screen according to boat length, boat use, and registration period.

3. Renewal Transactions (see Attachment AE.8)

A customer may renew their boat registration by mail, license agent site, TWRA office, telephone, or via secure public internet. The boat renewal registration requests will be processed and a receipt will be issued for the renewals. Purchaser may present boat renewal notice(s), boat registration certificate, or know the boat registration number, the first three characters of the last name, and date of birth.

A. Process must allow for entering of:
   1. Customer identification (specify drivers license or TWRA ID and boat number)
   2. Resident status
   3. Address changes
   4. Date of birth
   5. Boat type code – any renewal type
   6. TN boat number (registration number)
   7. First three characters of the last name, date of birth
B. The process must validate, in real time, against the vendor host for customer identification and the specific TN boat ID's corresponding information for verification and printing purposes.
C. The system must calculate the fee(s).

4. The receipt is printed and presented to the registrant at the time of renewal with the following information:

A. Customer ID
B. Purchaser's name and address
C. Birth date and personal attributes
D. TN boat number (registration number)
E. Boat length category
F. Number of years registered
G. Fees (registration and agent)
H. Date and time of registration
I. Expiration date
J. Agency name
K. Transaction number
L. Boat type code
M. Agent number
N. Terminal number

*Renewal transactions must be designed with safeguards to prevent registering a boat to the wrong person.

5. Contractor must provide an online administrative screen for TWRA staff to process renewal registrations that customers have mailed to TWRA. Data requirements are the same as in Attachment Q.3.A.above.
6. Contractor must provide an accounting report (for TWRA main office) by agent number and by boat and license type for walk-ins and mail-ins for daily closeout.
7. Contractor must provide a means to edit boat registration records with an online administrative screen. The following fields are eligible for change through this process:
   A. Co-owner's name
   B. Boat length
   C. Boat make
   D. Boat model
   E. Year built
   F. Manufacturer's hull number (HIN)
   G. Boat use
   H. Hull material
   I. Propulsion type
   J. Engine drive type
   K. Fuel type
   L. Horsepower
   M. Documentation indicator
   N. Date boat reported stolen
   O. Business indicator (for marinas/boat docks, dealers, manufacturers, etc.)
   P. Boat status
   Q. Registered through date
   R. Comments
8. Contractor must provide a monthly boat registration renewal file containing current boat registrants whose boats are expiring within the next 45 days. The records in this file must contain the registrant's name, address, and other registration information as required to send renewal notices to the registrant.
9. Contractor must provide a means to archive boats whose registration has been expired more than 7 years without registration and to reactivate those boats from archive as needed.

   It is not unusual for owners to not maintain registration of boats that are not in use. Some of these boats may remain unused and unregistered for a long period of time. To maintain all of these boats on the database increases the size of the database, and makes its use unwieldy. The R.E.A.L. System must have procedures to archive boat registration records that are inactive, and have been inactive for a period of seven years, storing them in a separate file. Those records must then be deleted from the R.E.A.L. Database. The archive file must be maintained. When a customer attempts to renew a boat registration and the boat is not on the R.E.A.L. Database, the system will check the archive file before returning an error. If the boat is found on the archive, the boat will be retrieved from archive and processed normally.
10. There may be situations in which a boat has been registered to the wrong customer. The Contractor must provide a mechanism for this situation by which authorized TWRA personnel may break the link between the customer and boat.
11. Contractor must create a daily boat registration sales file including all of the registration information for the previous day's registrations. This file must be downloaded by File Transfer Protocol (FTP) to TWRA for sales (printing of certificates and decals) and mailing. File must be available for download to TWRA by 8:00 A.M. (CST/CDT) each business day. When a boat has been registered twice on the same day, only the last transaction should be downloaded.

12. Contractor must create a weekly stored report displaying all boats registered that are indicated as stolen. The report must display the TN boat number, customer name and address, date reported stolen, and the registration date.

13. Contractor must create a daily stored report displaying boats that were registered two or more times during a 24 hour period.

The State is requesting that the REAL system which is currently in place remain as is and no new programming be completed unless requested by the State in a change order MOU. The following Sale of the Tennessee Wildlife Magazine processes apply as in the current system. References to Attachment AD, Liquidated Damages, will apply. The following description of the Sale of the Tennessee Wildlife Magazine functions as defined here is exactly as the defined requirements in the current REAL system.

The Tennessee Wildlife Magazine is published four times a year by TWRA. Purchases of sportsman and lifetime sportsman licenses include a subscription for as long as the license is valid. Other complimentary subscriptions are given to other organizations such as schools. Subscriptions are also sold to the public on a one, two, or three-year basis but a complimentary subscription may be valid for five years. The process and database design, including database fields, for this Section must be included in the design document and be approved by TWRA. See Attachment AE.34.

1. The Contractor must provide the means to process magazine subscriptions from the administrative screen. Script/screen prompts must be created and used to facilitate the collection of the following minimum data:

   A. Customer ID number, must be collected or created
   B. TN driver's license number
   C. Subscriber's name (or business name)
   D. Subscriber's address and country
   E. Effective date
   F. Order date
   G. Expiration date
   H. Phone number
   I. Solicitation indicator
   J. Customer status

The State is requesting that the REAL system which is currently in place remain as is and no new programming be completed unless requested by the State in a change order MOU. The following Project Management processes apply as in the current system. References to Attachment AD, Liquidated Damages, will apply. The following description of the Hunter Education functions as defined here is exactly as the defined requirements in the current REAL system.

The Contractor must include each provision of this Attachment in the design document and each provision must be approved by TWRA. This function must be available at any point of sale platform. This Attachment applies to the sale of hunter education class admission and sale of replacement cards. See Attachment AE.25. The Contractor must provide for the sale of a hunter education class admission using any of the available methodologies as provided for in Attachment P, Sale and Distribution of Licenses, Permits, and All Other Privilege Types.

1. The Contractor must provide a hunter education module.

   A. The Contractor must accept the hunter education records using a batch file, periodically provided by the State, matching on the customer social security number and date of birth. The Contractor must update customer records based on successful tests results. Updated customer record must reflect that customer successfully completed course and date customer completed course.

   B. If customer record is not found, a customer record must be created as provided for in Attachment O.

2. The process for the sale of hunter education replacement cards must include the following:

   A. A customer may purchase a hunter education replacement card as a privilege type using any of the available methodologies as provided for in Attachment P, Sale and Distribution of Licenses, Permits, and All Other Privilege Types.

   B. The system will verify that customer has hunter education certification.

   C. When certification is verified, the system will print a receipt for the purchase of a hunter education replacement card, regardless of method of purchase.

   D. When verification cannot be made, the point of sale device must display that the transaction has been rejected and that the clerk should refer the customer to the closest TWRA regional office.

   E. The Contractor must provide for download, on a daily basis, a file containing minimally the following fields: TWRA ID number, customer name, address, city, state, zip code, SSN, date-of-birth, class completion date, and license type. This data will be used by TWRA for fulfillment of hunter education replacement cards.

The State is requesting that the REAL system which is currently in place remain as is and no new programming be completed unless requested by the State in a change order MOU. The following Collection of Mussel Harvest Data processes apply as in the current system. References to Attachment AD, Liquidated Damages, will apply. The following description of the Collection of Mussel Harvest Data functions as defined here is exactly as the defined requirements in the current REAL system.

The harvest and sale of mussel shells is a substantial business activity in the State of Tennessee. Sales of mussel shells are made by a diver/procurer, licensed to harvest and sell mussel shells. For mussels harvested in Tennessee, the seller must be licensed in Tennessee. If the mussels were harvested in another state, the seller must be licensed in that state. A vendor (mussel buyer) located and licensed in Tennessee purchases the mussel shells.

The mussel receipt module must reside on the web as a means for TWRA to ultimately receive mussel shell data from the purchaser after the sales transaction. The module is also used to record and collect the Agency fees. Each mussel shell buyer/dealer must provide banking information to TWRA as any other license agent so that ACH sweeps can occur weekly. See Attachment AE.36.

The printed document produced by the R.E.A.L. System will serve as the sales receipt (given to the mussel seller by the dealer) required by TWRA for the sale of mussels. The process and database design, including database fields, for this Section must be included in the design document and be approved by TWRA.

The Contractor will provide a means to collect mussel harvest data as follows:

1. Update to host system must be real time as an administrative transaction with security levels applied to all users.
2. Typically, both buyer and seller will have already purchased the respective Tennessee licenses for their activity. Therefore no customer record will ordinarily be created in this process, as those records were originally created during the license sales process. Transactions involving a seller licensed in another state may require that a customer record be created.
3. The following data must be collected:
    A. Seller's license number (customer ID)
    B. Buyer's license number (customer ID)
    C. State of issue
    D. Date and time of transaction
    E. One (1) through x iterations of the following:
        1. Harvest location code
        2. Shell code (must be valid shell code to process transaction)
        3. Shell type – green or open
        4. Shell size category
        5. Pounds purchased
        6. Price per pound
        7. Payment amount to the State
4. Seller's license number and buyer's customer ID must be validated against the host database. The transaction, Attachment T.3, above, and the seller's and dealer's names, must be displayed for dealer verification prior to update.
5. Create a mussel harvest receipt table in the R.E.A.L. Database and link to both seller and buyer customer records.

6. Create a printable receipt for the mussel seller displaying:

   A. Seller's license number (customer ID)
   B. Buyer's license number (customer ID)
   C. State of issue
   D. Date and time of transaction
   E. Transaction detail (from Attachment T.3.E.), including all iterations except payment amount to the State
   F. Total purchase price
   G. Signature line

7. Create daily reports for dealers, which are viewable online and printable which display mussel sales by seller and by purchaser.

8. Contractor must calculate the payment amount due to the State. The formula will be provided to the Contractor.

9. ACH sweeps will be accomplished on dealer accounts on a periodic basis, monthly or weekly.

10. Dealers will have viewable purchase reports available for their account only at the end of the day for that day's sales only.

The State is requesting that the REAL system which is currently in place remain as is and no new programming be completed unless requested by the State in a change order MOU. The following Commercial Fishing Data Collection processes apply as in the current system. References to Attachment AD, Liquidated Damages, will apply. The following description of the Commercial Fishing Data Collection functions as defined here is exactly as the defined requirements in the current REAL system.

The Contractor must provide the means to collect data from the sales of fish by commercial fishermen to wholesale fish dealers. A wholesale fish dealer is defined as an individual or business that is located and licensed in Tennessee and purchases fish from licensed commercial fishermen. The seller may be licensed in Tennessee or another state, provided that the harvest is also in another state.

The wholesale fish dealer receipt module must reside on the web as a means for TWRA to ultimately receive commercial fishing data from the purchaser after the sales transaction. The module is also used to record and collect the Agency fees. Each fish dealer must provide banking information to TWRA as any other license agent so that ACH sweeps can occur weekly. See Attachment AE.15.

The process and database design, including database fields, for this Section must be included in the design document and be approved by TWRA.

1. Update to host system must be real time as an administrative transaction with security levels applied to all users.

2. Typically, both buyer and seller will have already purchased the respective Tennessee licenses for their activity. Therefore no customer record will ordinarily be created in this process, as those records were originally created during the license sales process. Transactions involving a seller licensed in another state may require that a customer record be created.

3. Minimally, the following data must be collected:

   A. Date and time of sale

   B. Wholesale fish dealer customer ID

   C. Commercial fisherman customer ID

   D. State of origin – where commercial fisherman is licensed

   E. One (1) through x iterations of

      1. Species purchased
      2. Pounds bought
      3. Pounds of eggs received
      4. Location harvested
      5. Gear type
      6. Mesh size
      7. Number of pieces per type of gear
      8. Length of net
      9. Payment amount due to the State

4. Seller's customer ID and buyer's customer ID must be validated against the host database. The transaction, Attachment U.3., and the seller's and dealer's names, must be displayed for dealer verification prior to update.

5. Create a commercial fishing receipt table in the R.E.A.L. Database and link to both seller and buyer customer records.

6. Create a printable receipt for the seller that includes the following information:

   A. Date and time of sale

   B. Wholesale fish dealer customer ID

   C. Commercial fisherman customer ID

   D. State of origin – where commercial fisherman is licensed

   E. One (1) through x iterations of:

      1. Species purchased
      2. Pounds bought
      3. Pounds of eggs received

   F. Signature Line

7. Create daily reports which are viewable online and printable which display commercial fish sales by seller and by purchaser.

8. Contractor must calculate the payment amount due to the State. The formula will be provided to the Contractor.

9. ACH sweeps will be accomplished on dealer accounts on a periodic basis, monthly or weekly.

10. Dealers will have viewable purchase reports available for their account only at the end of the day for that day's sales only.

The State is requesting that the REAL system which is currently in place remain as is and no new programming be completed unless requested by the State in a change order MOU. The following Sale of Captive Wildlife Possession Permits processes apply as in the current system. References to Attachment AD, Liquidated Damages, will apply. The following description of the Sale of Captive Wildlife Possession Permits functions as defined here is exactly as the defined requirements in the current REAL system.

A permit is required to possess captive wildlife, e.g. for a circus or municipal zoo. The sale and distribution of these permits is similar to the sale of other licenses and permits but processing differs substantially. In order to obtain these types of licenses, one must make application, possibly have the facilities inspected, and some require administrative approval. A license may be issued for an unlimited number of species with up to 25 species printed on each physical license. The species type must be recorded on the database at the time of the processing of the license. Processing must be in real time. The process and database design, including database fields, for this Section must be included in the design document and be approved by TWRA. See Attachment AE.11.

This transaction is only completed in the TWRA central office in Nashville, TN. The module must be developed for a web-based administrative screen.

The major customer identifier can vary based on who the "owner" is. Some businesses require the manager to be the permit holder and some prefer the business to hold the permit. This may even vary within a given business at different franchise locations.

1. The customer record: The captive wildlife possession permit customer record is exactly the same as the license customer record with the following exceptions.

   Additional information must be recorded to describe the business or individual purchasing the captive animals and requesting the permit.

   A. Business name
   B. Location of the facility (address)
   C. Privilege type
   D. County
   E. Agent ID
   F. Customer ID
   G. Effective date
   H. Expiration date (fiscal yr expiration)

2. Screen prompts must be created and used to facilitate the collection of the following data:

   A. One (1) through x iterations of species names (not codes)

   B. Number of animals of each species (99999)

3. Download purchase data for fulfillment on a schedule to be set by TWRA, to include all of the above data, except TN driver's license number.

4. The system must allow for multiple records of the same permit type for the same customer.

5. The permit expirations do not correspond to the normal license year. Some are temporary permits such as those for a circus or municipal zoo. The Contractor must make provision for a variable permit period.

6. The Contractor must provide for a weekly online report that lists the data referred to in Attachment V.1., Attachment V.2., and Attachment V.3., above. This report must be in order of permit purchaser's name.

The State is requesting that the REAL system which is currently in place remain as is and no new programming be completed unless requested by the State in a change order MOU. The following Boater Education processes apply as in the current system. References to Attachment AD, Liquidated Damages, will apply. The following description of the Boater Education functions as defined here is exactly as the defined requirements in the current REAL system.

The Contractor must include each provision of this Section in the design document and each provision must be approved by TWRA. This function must be available at any point of sale platform.

1. The Contractor must provide a boater education module.
   - A. The Contractor must provide for the sale of a boater education test admission using any of the available methodologies as provided for in Attachment P, Sale and Distribution of Licenses, Permits, and All Other Privilege Types.
   - B. If customer record is not found, a customer record must be created as provided for in Attachment O.
   - C. The Contractor must provide for the issue of a receipt for this purchase regardless of method used to purchase.
   - D. The Contractor must update customer records based on successful tests results, which will be FTPed to the Contractor.
2. The Contractor must provide for the of issue a receipt for the purchase of replacement boater education cards using a point of sale terminal and printer at all participating license agent and TWRA regional sites throughout Tennessee.
   - A. A customer may purchase a boater education replacement card as a privilege type using any of the available methodologies as provided for in Attachment P, Sale and Distribution of Licenses, Permits, and All Other Privilege Types.
   - B. The system will verify that customer has boater education certification.
   - C. When certification is verified, the system will print a receipt for the purchase of a boater education replacement card regardless of the sales method.
   - D. When verification cannot be made, the point of sale devices must display that the transaction has been rejected and that the clerk should refer the customer to the closest TWRA regional office.
   - E. The Contractor must provide for download, on a daily basis, a file containing, minimally: TWRA ID number, customer name, address, city, state, zip code, SSN, date-of-birth, class completion date, and license type. This data will be used by TWRA for fulfillment of boater education replacement cards.
3. The Contractor must create student lists for test proctors
   - A. Student list for test admission/proctors - weekly
     1. Name
     2. Address
     3. Customer ID
   - B. Student list for test admission/TWRA
     1. Name
     2. Address
     3. Customer ID
     4. SSN

The State is requesting that the REAL system which is currently in place remain as is and no new programming be completed unless requested by the State in a change order MOU The following Quota Hunts processes apply as in the current system. References to Attachment AD, Liquidated Damages, will apply. The following description of the Quota Hunts functions as defined here is exactly as the defined requirements in the current REAL system.

The State allows hunting of big game on Wildlife Management Areas (WMA) and counties throughout Tennessee during defined seasons. Hunters apply for a permit as an individual or as a party with other hunters. Applications are currently taken either online or at point of sale devices. A drawing is held to select the hunters for these hunts approximately two months prior to the defined seasons. There is a fee charged to the applicants for these hunts. Fees are waived for sportsman and lifetime sportsman license holders. Seasons are defined for Turkey, Big Game WMA, Special Season, Waterfowl Blind, Cherokee/Bear, and Elk. Special Season/Fall Turkey Quota Hunts may be run as either a quota hunt draw or a first come, first served basis.

Once the draw has been processed, applicant lists are produced and permits are mailed to the successful applicants. Applicants are notified that they were not drawn for a hunt. The State sends letters to unsuccessful applicants and permits to successful applicants. Refund checks are produced and mailed to unsuccessful (paying) applicants by the State using a file to be provided by the Contractor.

Any leftover permits or any permits not run through the lottery system are sold on a first-come, first-served basis either on line or at point of sale devices.

Agents do not collect an agent fee for sportsman & lifetime license holders who apply for hunts. The agent fee is credited to the agents account by the State. See Attachments Attachment AE.28 and Attachment AE.32.

1. The Contractor must provide a basic/generic quota hunt application and draw system. The Contractor is required to provide an online process for the State to make changes, by quota hunt type, to the following parameters:
   - A. Party size
   - B. Hunt locations
   - C. Hunt dates
   - D. Application fees
   - E. Number of hunt choices
   - F. Number of (maximum) awarded hunts allowed
   - G. Draw start date
   - H. Maximum purchase number of leftover hunts
   - I. Quota per location/date
   - J. Description of allowed harvest
     1. Animal type
     2. Sex
     3. Harvest limit
   - K. Description
     1. Weapon type
     2. Special instructions
   - L. Hunter's age limits
   - M. Priority level
   - N. License purchase requirement
   - O. Starting application number
   - P. Hunt Date Overlap indicator
   - Q. Internet sales begin date & end date
   - R. Priority history file display years

2. Contractor must provide a means to apply for a quota hunt at an agent location using point of sale devices and by using an online website.

3. The Contractor must provide for application as an individual, as a party leader, or as a party member. The applicant who is a party leader or who applies as an individual will be assigned an application number. The party leader may share this number with other applicants, who will use the same application number to become a member of an established party instead of being assigned a new one.

4. At the initial point of application, the party leader or individual applicant will select all choices and the number of permits desired. Applicants joining a party will not be able to change the hunt choices previously selected by the leader be added.

5. The Contractor must provide an automated accounting method for the State to credit agents' accounts for agent fees not collected when a sportsman or lifetime license holder applies.

6. The Contractor must conduct the draw for each hunt according to the following rules:

   A. To apply for a youth hunt, an applicant must be at least six years old and less than seventeen years old on the first day of the hunt for which he applies.

   B. In order to apply for a hunt (other than a youth hunt), an applicant must provide date of birth, and SSN in order to cross reference the priority history file.

   C. An adult applicant may only apply once for a quota hunt type, but may apply for more than one permit for each quota hunt type.

   D. An applicant may not request a given hunt choice more than once.

   E. An applicant who qualifies for a youth hunt may also apply for a regular hunt but must apply a second time.

7. The Contractor must provide a means to assign priority to applicants who are unsuccessful in the draw and maintain a history file with a maximum priority status of 99.

   A. An unsuccessful applicant will gain a priority point for each unsuccessful year, whether consecutive or not, until the applicant is drawn. Priority status will then revert to zero. This status is maintained in the priority history file.

   B. Priority status is cross referenced by the SSN and date of birth in the application file against the priority history file.

   C. Applicants with the same priority points go, as a group, into a draw.

   D. Consecutive draws will then be held in descending priority status until all applicants with priority points have been exhausted.

   E. Party leaders determine whether to allow members with lower priority status than the leader to join the party.

   F. Parties with members of differing priority points will go into the priority draw corresponding to the lowest priority in the party.

   G. Each quota hunt type has a separate priority history for each individual applicant.

8. The Contractor must provide a series of priority draws and draws without priority.

   A. Draws must be conducted on totally random basis by application number.

   B. When an applicant or a party is randomly selected, the first hunt choice is compared to the vacancies which may exist for that hunt. If there is a vacancy, the applicant(s) is assigned to that hunt. If there is no vacancy, then the remaining choices are examined until a party or applicant is assigned a hunt or runs out of choices.

   C. If an applicant has paid for more than one permit for the draw, he/she may be awarded only one permit per random hit.

D. An applicant is limited to the number of permits for which he/she has paid and by the maximum number of awarded hunts allowed as described above in Attachment X.1.F.

E. During the priority draws, the applicant can only be awarded one permit from his/her choices.

F. Quotas for a hunt may be overfilled when any party member is awarded the hunt, as all members of the party will also be assigned that hunt.

G. An applicant may be drawn for hunts occurring on the same or overlapping dates in some circumstances. Provision must be made to identify allowable overlaps.

H. When a hunt is awarded, the quota is reduced by the number of members in the party.

9. The Contractor must provide a means for the State quota hunt administrator to make online updates or deletions to customer application records.

10. The Contractor must provide a means for the State to make administrative changes to parties.

A. Move application from one party to another.

B. Change party size.

C. Change an individual customer who is a member in a party to a party of one.

D. Change priority on a party or an application.

11. The Contractor must provide the following reports:

A. Harvest information by hunt location

B. Duplicate customer

C. Duplicate SSN

D. Customer hunt choice list

E. Quota hunt pre-draw successful applicants

F. Quota hunt random pre-draw unsuccessful applicants

G. Fill list by priority

H. Refund report

12. The Contractor must provide the following tables and means for their maintenance for use in this module:

A. Priority history

B. Applications

C. Hunts (location, description, quota)

The State is requesting that the REAL system which is currently in place remain as is and no new programming be completed unless requested by the State in a change order MOU. The following description of the Big Game Harvest Data Collection functions as defined here is exactly as the defined requirements in the current REAL system.

Successful hunters of big game (deer, turkey, bear, and wild hog) in Tennessee are required to immediately place a temporary tag on the harvested animal. The hunter must report the harvested animal to have data on the hunter and animal recorded and to receive a permanent harvest tag. The Contractor is required to collect the harvest data. Subsequently, reports must be made available to the public via internet.

Current reports may be found at:

https://hfwa.centraltechnology.net/tnhfinternetharvest/app/gohome.do

In addition, TWRA authorized users/biologists will have the ability to collect additional biological information that agents cannot using the Web POS platform.

With the exception of sex of species, biological data has acceptable ranges that are to be soft-validated. If user insists on inputting data outside of acceptable range, system must accept the data after one warning and the option to re-enter data.

As in all sales transactions, the customer/harvester must have a customer record or have one created at time of data collection if they qualify as a landowner, under 13 years, over 80 years, or military.

1. Update to host system must be available in real time.
2. Minimally, the following data must be collected:
    - A. Customer identification (customer number, Tennessee drivers' license number and date of birth) if the customer has a TWRA license document or Tennessee driver's license (see Attachment P.1.A.1 and P.1.A.2).
    - B. Date of harvest
        1. Harvest year
        2. Process date
        3. Harvest collection method number (agent number)
        4. Type of harvest (deer, wild hog, bear, turkey)
        5. Location of harvest
            - A. Name of county and Wildlife Management Area (WMA) (if applicable)
            - B. Code of county and WMA (if applicable)
            - C. Compartment of WMA – optional
        6. Weapon type
        7. Hunter type (big game/landowner/under 13/over 80/military)
        8. Map & parcel number (for license exclusion type of landowner) - optional
        9. Resident status
        10. Terminal ID
        11. Exception indicators:
            - A. Antler points out of range
            - B. Deer weight out of range

C. Antler beam circumference out of range
D. Antler beam length out of range
E. Antler outside spread out of range
F. Date of harvest greater than 48 hours past process date
G. Beard length out of range
H. Spur length out of range
I. Bear weight out of range
J. Wild hog weight out of range

12. Bear data
    A. Sex
    B. Weight, pounds
    C. Weight type (whole, dressed, partial)
    D. Sample collected (hair, tooth, both, none)
13. Wild hog data
    A. Sex
    B. Weight, pounds - optional
    C. Weight type (whole, dressed, partial) – optional
14. Turkey data
    A. Sex
    B. Age, adult/juvenile/unknown
    C. Weight, pounds - optional
    D. Length of longest beard, inches - optional
    E. Spur length, inches - optional
15. Deer data
    A. Sex
    B. If sex = male:
        1) Total antler points
        2) If total antler points = 1 or 2, antler indicator = y or n (ask are antlers less than 3 inches?). If total points = 0 or > 2, antler indicator must remain blank.
16. Bear data – TWRA authorized user only
    A. Sex
    B. Weight, pounds
    C. Weight type (whole, dressed, partial)
    D. Sample collected (hair, tooth, both, none)
17. Wild hog data – TWRA authorized user only
    A. Sex
    B. Weight, pounds - optional
    C. Weight type (whole, dressed, partial) – optional
    D. Age (range of weeks and months) – optional

18. Turkey data – TWRA authorized user only
    A. Sex
    B. Age, adult/juvenile/unknown
    C. Weight, pounds - optional
    D. Length of longest beard, inches - optional
    E. Spur length, inches –optional
19. Deer data – TWRA authorized user only
    A. Sex
    B. If sex = male:
        1) Total antler points
        2) If total antler points = 1 or 2, antler indicator = y or n (ask are antlers less than 3 inches?). If total points = 0 or > 2, antler indicator must remain blank.
        3) Antler beam length, inches - optional
        4) Antler beam circumference, inches - optional
        5) Antler outside spread, inches – optional
    C. Age - optional
    D. Weight - optional
    E. Weight type (whole, dressed, partial) – optional

3. Create a receipt/permanent harvest tag.

The transaction must generate a permanent harvest tag or a confirmation transaction number associated with a harvest tag. The permanent harvest tag must minimally contain the following information:

A. Customer / TWRA ID number
B. License type (description) – "permanent game tag"
C. Process date and time
D. Date of harvest
E. Harvest Collection method number (agent number)
F. Species harvested
G. Map & parcel number (if exclusion type is landowner)
H. Sex of harvest
I. County (harvest location)
J. WMA
K. Name of customer
L. Customer address
M. City, state, zip code
N. Hunter type
O. Biological data (species dependent information)
P. Game tag number (transaction number)
Q. Terminal ID
R. Signature line
S. Temporary harvest tag (see Attachment P.1.B.20)
T. Weapon type

4. Internet harvest reports/queries

Harvest reports containing statistical and biological information are of interest to the hunters of Tennessee, as well as biologists both in and outside of the State. The following reports are to be made available to the public on the internet in the design theme of TWRA's current home page. The reports are dynamic and must allow user to input variables, including but not limited to county and date range. Date ranges may begin September 1st, 2005 thus providing historical information. A default begin date must be used on a rotating basis depending on the season. A default end date must be "today's date".

A. Contractor must provide a means for the State to change defaults dates using administrative screens.

B. Contractor must provide the following printable screen reports:

1. License agent information report by county, including dynamic directions.
2. Collected harvest information report by county, including dynamic directions.
3. County harvest information report by date range, by species.
4. Agent harvest information report by date range, by species.
5. Biological data statewide report by date range, by species.
6. Biological data county report, by date range by species, including all counties.
7. Biological data WMA Report, by date range by species, including all WMA's.
8. Biological data region report, by date range by species, region, include all regions.
9. Biological data antler points by county by date range, including all counties.
10. Biological data antler points by WMA by date range, including all WMA's.
11. Harvest report by date range, by species, by county and/or WMA.
12. Harvest season county report by date range.
13. Harvest season WMA report by date range.
14. Harvest county rankings report by date range by weapon type or all weapons.
15. Harvest weapon report by date range by species by county and/or WMA.
16. Hunter success statewide report by date range for deer.
17. Hunter success by unit report by date range for deer.
18. Hunter success by day by unit report by date range by species.
19. Graph report for biological data report by location by deer type by date range. Graph x and y axis must be clearly legible and may require multiple web pages to be scrolled down to view all data.
20. Graph report for harvests by location by deer type by date range. Graph x and y axis must be clearly legible and may require multiple web pages to be scrolled down to view all data.
21. Graph report for historical harvests by location by deer type by date range. Graph x and y axis must be clearly legible and may require multiple web pages to be scrolled down to view all data.

C. Hunter's query

Using the hunter's TWRA ID and date of birth, hunters may display their

1. current and historical harvest information
2. sales information
3. priority points
4. a printable permanent harvest tag from the current year only.

5. Administrative Harvest Reports/Queries (web admin)

Not all harvest reports are available to the public. Reports which contain information about an individual customer, exceptions, or a possible infraction will be available on a secured network. Reports A through C of the administrative harvest reports are dynamic and require user to enter variable criteria. Reports D and E are static reports and do not require user input.

A. Detail county by date range, all species.
B. Detail WMA by date range, all species.
C. Infractions by law enforcement area, by deer or turkey or both. The four infraction types are out of season, wrong bag type (gender or antler type), exceeds bag limit and wrong weapon.
D. Weekly biological limits exception report (exception indicator).
E. Weekly 48 hour exception report (list exceptions that were processed greater than 48 hours after harvest).
F. Harvest records may be queried using the administrative screens (web admin).

6. Database administration

New harvest records may not be entered using administrative screens (web admin), however existing harvest records may be edited (without changing species) and voided. A maintenance log must be provided for audit trail.

In addition to the harvest record table described in Attachment Y.2, a yearly season hunt table for deer and turkey is required for reports Attachment Y.4.B.12, Attachment Y.4.B.13, and Attachment Y.5.C. While a batch upload is expected annually, once loaded the yearly season hunt table can be managed using administrative screens (web admin). Records can be added, deleted or edited. A maintenance log must be provided for audit trail. The previous year's table must remain in production.

Within the administrative screens, the only report which requires the yearly season hunt table for deer and turkey is the infractions by law enforcement area reports. On the internet harvest reports website, there are two reports which use this table. They are the harvest season county and harvest season WMA reports.

Minimally, the following data is in the yearly season hunt table for deer and turkey. It must be loaded each year on or before September 1st.

A. Harvest year
B. Harvest type (deer, turkey)
C. Begin date
D. End date
E. County code
F. WMA code
G. Gun (y/n)
H. Muzzleloader (y/n)
I. Bow/crossbow (y/n)

J. Animal type (bearded, beardless, antlered, anterless)
K. Daily maximum (bag limit)
L. Juvenile (y/n)
M. Quota

The State is requesting that the REAL system which is currently in place remain as is and no new programming be completed unless requested by the State in a change order MOU. The following description of the Reelfoot Waterfowl Blind Process as defined here is exactly as the defined requirements in the current REAL system.

Reelfoot waterfowl blinds are permanent registered blind sites assigned to designated individuals for annual waterfowl hunting. The blinds must be registered yearly from 2/18 through 7/31. Failure to annually register a permanent blind site will result in the termination of its status as a permanent registered blind. As a result, the registrant loses his/her designated duck blind assignment. TWRA will ftp a file that will include the license year, designated registrant TWRA ID number and their corresponding blind number to be loaded to the real system. This file will be uploaded on a yearly basis between January 1 and February 17 of the new license year.

1. Registrants may only register their designated blind. The registration process is fulfilled when the registrant purchases a Reelfoot waterfowl permit for their designated blind number. The permits may be purchased from any license agent but may not be purchased through the online license system or by phone sales. The permit registration process cannot include any other license/permit purchase with the exception of sign-on permits.

2. Verification process: the Contractor must cross-reference the current license year registrant file using the TWRA ID number, associated with the transaction, each time a Reelfoot waterfowl permit purchase is attempted. If the TWRA ID number is found in the file, the transaction should be approved, otherwise the transaction should be rejected.

3. A registrant may designate other individuals (sign-ons), to use their permanent blind site during the annual season. The Contractor must provide prompts during the blind registration process to allow the registrant to purchase sign-on permit(s). Sign-ons can only be completed by the designated registrant.

4. Sign-on permits can also be purchased by the registrant after his blind has been registered, but only during the annual registration period, and will require the same verification process as the blind registration.

5. The Contractor must provide for registrant and sign-on permits displaying the following:

   A. The printed permit includes the customer and permit information as in other hunt/fish license types. See Attachment P.

   B. The printed permit will also include the blind number, signature line for the customer to sign, a print line for the customer's name, a notary signature line and any requested sign-on permits up to 99. Sign-ons may be designated during the registration process or at a later time. If no sign-ons are designated at the time of initial registration, there will be no designated sign-ons displayed on the permit.

   C. The permanent blind holder's name and TWRA ID.

   D. The sign-on permit license type number, signature line for the sign-on, print line for the sign-on name and signature line for the notary.

6. The Contractor will allow the registrant to purchase a replacement Reelfoot blind permit by applying the same verifying steps used in the initial registration process and verifying the customer has an active Reelfoot permit associated with his customer record.

7. The Contractor must create a Reelfoot report of the registered Reelfoot duck blinds and sign-on permits associated with the blind following the registration deadline. This report must be designed in a way that allows TWRA to process, in real time, the report as needed, by license year using an administrative screen.

The State is requesting that the REAL system which is currently in place remain as is and no new programming be completed unless requested by the State in a change order MOU. The following description of the Sale of Falconry Permits functions as defined here is exactly as the defined requirements in the current REAL system.

A permit is required to possess a falcon. The sale and distribution of these permits is similar to the sale of other licenses and permits but processing differs substantially. In order to obtain these permits, one must pass a written examination attesting to their qualifications to possess and use falcons. After completing the written examination and meeting all the qualifications to possess and handle falcons, the requestor must complete an application provided by the TWRA. Upon approval of the TWRA the applicant is issued a permit.

There are 3 classes of falconry permits: apprentice, falconry general and falconry master. Specific information must be recorded on the real system for the applicants. The information must be recorded and stored on the system and the replicated database. The functionality of collecting and storing the data is very similar to captive wildlife. Falconry permits do not require species. Processing must be in real time. The process and database design, including database fields, outlined in this Attachment must be included in the design document and be approved by TWRA.

This transaction is only completed in the TWRA central office in Nashville, TN. The module must be developed for a web-based administrative screen.

1. The customer record: the falconry customer record is exactly the same as the license customer record with the following exceptions:

   Additional information must be recorded to describe the business or individual possessing falcons and requesting the permit.

   A. Business name
   B. Business address, city, state and zip
   C. Location of the facility (used for special direction only)
   D. Privilege type
   E. County
   F. Agent ID
   G. Customer ID
   H. Effective date
   I. Expiration date (fiscal year expiration)

2. The Contractor must download purchase data for fulfillment on a schedule to be set by TWRA, to include all of the above data and required customer record data.

3. The Contractor must provide for permit expirations that do not correspond to the normal license year. Falconry permits cover a 3 fiscal year period. The Contractor must make provision for a variable license/permit period.

Change Control

Change Request No: _____				Priority: (1-5)	☐
Subject:					
Date: _____		Requested by: _____			
Date Required: _____		Request Type: (check one)	Problem: ☐	Modification: ☐	
Contractor project manager: _____					
Request Affects: (check all that apply)	POS Terminal ☐	WEB POS ☐	Public Internet ☐	Admin Screens ☐	Telephone ☐

Description:

Impact on Overall System:

Cost Estimate:

* Hours Required:	Cost Per Hour	Total:

Analysis Start Date: _____
Agency Design Document Acceptance Date: _____
Programming Start Date: _____

Vendor Test Completion Date: _____
Agency Test Completion Date: _____
Agency Program Area Test Completion Date: _____
Implementation Date: _____

Agency Final Acceptance: _____
(print)

_____
(signature)

*10% Overage in Hours Required is allowable (see Contract, C.3, Payment Methodology

Tennessee Code Annotated
Title 47 – Commercial Instruments and Transactions
Chapter 18 – Consumer Protection
Part 21 – Identity Theft

47-18-2107. Release of Personal Consumer Information. ----

(a) as used in this Section, unless the context otherwise requires:

(1) "Breach of the security of the system" means unauthorized acquisition of unencrypted computerized data that materially compromises the security, confidentiality, or integrity of personal information maintained by the information holder. Good faith acquisition of personal information by an employee or agent of the information holder for the purposes of the information holder is not a breach of the security of the system; provided, that the personal information is not used or subject to further unauthorized disclosure:

(2) "Information holder" means any person or business that conducts business in this State, or any Agency of the State of Tennessee or any of its political subdivisions, that owns or licenses computerized data that includes personal information; and

(3) (a) "Personal information" means an individual's first name or first initial and last name, in combination with any one (1) or more of the following data elements, when either the name or the data elements are not encrypted:

(i) Social Security Number;

(ii) Driver's License Number; or

(iii) Account Number, credit or debit card number, in combination with any required security code, access code, or password that would permit access to any individual's financial account; and

(b) "Personal information" does not include publicly available information that is lawfully made available to the general public from federal, state, or local government records.

(b) Any information holder shall disclose any breach of the security of the system, following discovery or notification of the breach in the security of the data, to any resident of Tennessee whose unencrypted personal information was, or is reasonably believed to have been, acquired by an unauthorized person. The disclosure shall be made in the most expedient time possible and without unreasonable delay, consistent with the legitimate needs of law enforcement, as provided in subsection (d), or any measures necessary to determine the scope of the breach and restore the reasonable integrity of the data system.

(c) Any information holder that maintains computerized data that includes personal information that the information holder does not own shall notify the owner or licensee of the information of any breach of the security of the data immediately following discovery, if the personal information was, or is reasonably believed to have been, acquired by an unauthorized person.

(d) The notification required by this Section may be delayed, if a law enforcement agency determines that the notification will impede a criminal investigation. The notification required by this Section shall be made after the laws enforcement agency determines that it will not compromise the investigation.

(e) For purposes of this Section, notice may be provided by one (1) of the following methods:

(1) Written notice;

(2) Electronic notice, if the notice provided is consistent with the provisions regarding electronic records and signatures set forth in 15 U.S.C. § 7001: or

(3) Substitute notice, if the information holder demonstrates that the cost of providing notice would exceed two hundred fifty thousand dollars ($250,000), or that the affected class of subject persons to be notified exceeds five hundred thousand ($500,000), or the information holder does not have sufficient contact information. Substitute notice shall consist of all the following:

(a) E-mail notice, when the information holder has an e-mail address for the subject person;

(b) Conspicuous posting of the notice on the information holder's internet website page, if the information holder maintains such website page; and

(c) Notification to major statewide media.

(f) Notwithstanding subsection (e), an information holder that maintains its own notification procedures as part of an information security policy for the treatment of personal information, and is otherwise consistent with the timing requirements of this Section, shall be deemed to be in compliance with the notification requirements of this Section, if it notifies subject persons in accordance with its policies in the event of a breach of security of the system.

(g) In the event that a person discovers circumstances requiring notification pursuant to this Section of more than one thousand (1,000) persons at one time, the person shall also notify, without unreasonable delay, all consumer reporting agencies and credit bureaus that compile and maintain files on consumers on a nationwide basis, as defined by 15 U.S.C. § 1681a, of the timing, distribution and content of the notices.

(h) Any customer of an information holder who is a person or business entity, but who is not an agency of the State or any political subdivision of the State, and who is injured by a violation of this Section, may institute a civil action to recover damages and to enjoin the person or business entity from further action in violation of this Section. The rights and remedies available under this Section are cumulative to each other and to any other rights and remedies available under law.

(i) The provisions of this Section shall not apply to any person who is subject to the provisions of Title V of the Gramm-Leach-Bliley Act of 1999, PUB. L. No. 106-102.
[Acts 2005, ch. 473, § 1.]

The Contractor acknowledges that if an event occurs that entitles the State to assess liquidated damages or pursue recovery of actual damages, the State may either assess liquidated damages or pursue recovery of actual damages, but not both.

The Contractor and the State agree that TWRA may withhold accrued liquidated damages from per-privilege or other fee owing Contractor.

The Contractor and the State agree that for the following occurrences that the Stated liquidated damages are reasonable and justified:

1. Removal of key staff from the Contractor's project team at any time from the contract start date to 60 days after the contract start date without written approval of the State may result in liquidated damages to the Contractor of $20,000.00 for each occurrence. See Attachment B.1.C, Project Management. See also, Attachment B.4.A.

2. During the hours of availability agreed to in this contract, any outage of the R.E.A.L. System resulting in the unavailability to sell licenses and other type privileges for greater than eight continuous minutes at a time may, at the discretion of the State, result in liquidated damages of $50.00 for the first continuous eight minutes and $50.00 per minute of continuous downtime beyond eight minutes. See Attachment E.4.E, System General Requirements. See also, Attachment E.9.D.

3. In the event of loss of personal information (see Attachment AC) under the custody of the Contractor, liquidated damages may be assessed for the cost of identity theft insurance for one year for each person whose data was compromised. Identity theft insurance will provide full reimbursement to TWRA privilege holders for the cost of restoring their identity, monitoring, and repairing credit reports. This provision shall be limited to damage caused by the loss of personal information in the custody of the Contractor and restoration of credit reports to the extent of damage caused by this loss. See Attachment G.14.C.4, System Operation and Standards.

4. In the event of identity theft involving data under the custody of the Contractor, liquidated damages may be assessed for any and all costs incurred by the State as a result of such theft. Costs may include but not be limited to legal costs. See Attachment G.14.C.4, System Operation and Standards.

5. Liquidated damages for abandoned calls, for either agent or customer help desk, may be assessed at the rate of $5,000.00 for any calendar day for which the abandoned call rate is 10 % or greater. Abandoned calls for this assessment will be considered as only those calls abandoned after 30 seconds of queue time. See Attachment AE.2. See Attachments G.13.F.-Systems Operation and Standards and H.1.C.-Telephone and Internet Sales Centers for Privilege Sales.

6. In the event change orders are not implemented by the established implementation date, liquidated damages may be assessed at the rate of $2,500.00 per day beyond the established implementation date. See Attachment B.4.J., Project Management.

7. In the event the Contractor fails to correct critical functional deficiencies within 24 hours or non-critical functional deficiencies within 15 business days after documented notification from the State, liquidated damages may be assessed at the rate of $2,500.00 per day until the deficiencies have been corrected. See Attachment A.7, Attachment B.4.F, and Attachment B.4.I., Project Management.

8. In the event the Contractor fails, for any reason, to accomplish an ACH sweep according to the established schedule, liquidated damages may be assessed in the amount of $5,000.00 per day until the ACH has been accomplished. See Attachment K.1-6, ACH Processing.

9. Liquidated damages for average daily queue wait time, for either agent help desk or customer telephone sales, may be assessed at the rate of $5,000.00 for any day for which the average daily queue wait time is 60 seconds or greater. See Attachment H.1.B., Telephone and Internet Sales Centers for Privilege Sales.

1.	Abandoned call	Any incoming call to a real help desk in which a caller disconnects the call, for any reason, while in the wait queue.
2.	Abandoned call rate	The number of abandoned calls divided by the total number of incoming calls for a calendar day.
3.	Ad hoc inquiries	A custom request to retrieve very specific information from the replicated database when needed. Queries are made by State staff.
4.	Administrative screen inquiries	Predefined queries programmed into the system and queried in real time. These screens are for TWRA offices only. This allows the user to view the R.E.A.L. Database for predefined types of information.
5.	Administrative screen reports	These reports are for TWRA offices only. The user can query the R.E.A.L. database to create, display or print predefined reports.
6.	Automated clearing house (ACH)	A term given to the process of transferring funds collected from the license sales and other privilege sales to the Tennessee State Treasury.
7.	Boat registration	The method of registering a boat for use on the waterways of Tennessee. A record of all properly registered boats will be maintained in the R.E.A.L. database associated with the appropriate customer record. Those boats will have the proper decals affixed to the bow of the boat and have a valid certificate of registration on the vessel when operated. Fulfillment after the sale is completed by TWRA staff.
8.	Boat registration renewal	The extension of the expiration date of a registration for a period of one, two, or three years, for a fee, by the same boat owner.
9.	Boat registration replacement	The issuance of replacement boat registration certificate and decals for a fee; usually requested when a registrant loses the certificate and decals.
10.	Calendar year	January 1 – December 31
11.	Captive wildlife license & species data collection	A license is required to possess captive wildlife e.g. For a wildlife preserve designated for hunting. The process of licensing differs substantially from the sale of other licenses. A license may be issued to allow the possession of any number of species. The species type must be captured and recorded on the database at the time of the processing of the license. This type license will not be processed at a point of sale station. Rather, it will be processed on an administrative screen by TWRA staff.
12.	Certification	A written signoff certifying the completion of an objective, schedule, or phase.

13.	Change control order	This term refers to any programming requested by the State that is a variance from the system functions described in this document, unless the variance is specifically agreed to in negotiation between the vendor and the State. For example, the State might request programming to add a new function to the R.E.A.L. System.
14.	Check station	The State utilizes a network of locations throughout the State to record information associated with game harvested by license holders. Also, known as checking stations or harvest collection sites.
15.	Commercial fishing receipt data collection	The entire workflow, all electronic processing, communications, and documentation associated with the sale of fish by commercial fishermen to fish dealers, including the printing of the receipt.
16.	Customer identifying information	Name, address, gender, height, weight, eye color, hair color, driver's license number, social security number, revocation status, business status, county of residence, and email address as well as other personal information gathered during the sales process.
17.	Customer number	The R.E.A.L. System will assign a unique identification number to each license buyer, boat registrant, or other privilege buyer when they first purchase a license or register a boat. This unique number will be used to facilitate the computer search to retrieve the record for future purchases or for administrative functions. This number may also be referred to as TWRA ID or customer ID.
18.	Database inquiry	The initiation (request) and all data retrieval, electronic processing, communications, and displays associated with a single inquiry and response, whether the request is for a sales summary, customer inquiry or any other access to the database for the purpose of retrieving data from the system.
19.	Day	00:00:01 – 24:00:00 on a given date.
20.	Duplicate boat registration	A term commonly used for the issuance of an additional boat registration certificate usually requested when there are multiple owners of one boat.
21.	Fiscal year	July 1 – June 30.
22.	Help line/help desk	A telephone service, to provide assistance to R.E.A.L. System sales customers or license agents.
23.	HIP data	Data collected for the federal Harvest Information Program. Includes information on whether the license buyer hunted migratory waterfowl and the number harvested by waterfowl type.
24.	Host system	All references to host system refer to the Contractors primary system used to operate the R.E.A.L. system. The system will be completely outsourced to the Contractor.

25.	Hunter education: data collection	Batch update of students, which creates or updates customer record with pass/fail status. This will allow the inclusion of the hunter education certification date on licenses sold and allow the replacement of hunter education cards within the system. The fulfillment of these cards will be done by TWRA.
26.	Internet sales agent (public)	The Executive Director of the TWRA has a legislative prerogative to select a Contractor for internet sales through the State bid process. The Contractor will be designated as a license agent for this portion of the contract. Tennessee State law allows for the cost of this service to be borne by the purchaser of privileges.
27.	Internet License Sales Center(public)	This term represents the following processes for the sale of hunting and fishing licenses and the registration of boats on an internet website: equipment for the sale of license and the processing of boat registration; all Contractor personnel; the application analysis, design, and implementation; the communications network; the host platform and peripherals; creation and maintenance of the R.E.A.L. System; and ACH processes.
28.	Internet sale (public)	All public access to online sales of sport hunting and fishing licenses and other online privileges. The customer may self-print the license(s) purchased. The entire workflow, all electronic sales processing, communications, documentation, and production of all licenses associated with any sales transaction completed via the internet. Customers purchasing boat registration certificates and certain other privileges will have a printable receipt displayed but these privileges are fulfilled on special forms and mailed by TWRA. * note: State of Tennessee law provides that all hunting and fishing privileges are included in the sportsman and lifetime license privileges therefore purchasers of these licenses are exempt from paying for any other purchases including the sale of quota hunt permits and hip (harvest information program) permits.
29.	Harvest tag	This is commonly known as a transportation tag or kill tag, which by law must be attached to the animal prior to transporting the animal to a harvest collection site or using another method of data collection.
30.	Harvest tag data collection & update	The entire workflow, all electronic processing, communications, and documentation associated with the collection of harvest information on big game, which would include information on the hunter and on the harvested animal. Big game includes deer, bear, turkey, elk, and wild hog.

31.	License agent	The State utilizes a network of merchants throughout the State to sell sport hunting and fishing licenses and permits. These merchants can be grouped as large, medium, or small agents based on their volume of annual sales. The larger volume agent vendors are the WalMarts, K-Marts, large sporting goods establishments, etc. Typically, the smaller agents have lower volume; fishing tackle or sporting goods may not be their primary business activity. There are currently approximately 800 license agents contracted with the State to sell licenses.
32.	License agent fee	The term used when referring to the amount of money that the contracted seller is paid for the service to the State of issuing a hunting/fishing license or boat renewal. This fee is added to the cost of the license and is paid by the purchaser. The license agent retains this fee. The amount received for the license/renewal is retained by the State. The license agent fee does not apply to processes associated with telephone and internet sales (see Attachment AE.26) such activity is charged as provided for those activities.
33.	License year	March 1 – February 28: licenses are sold beginning on February 18.
34.	Magazine subscription	The entire workflow, all electronic processing, communications, and documentation associated with the sale of the Tennessee wildlife magazine. Magazines subscriptions are gratis for sportsman and lifetime sportsman license holders who receive the magazine for the period of time they hold the license. Subscriptions are for one, two, or three years. For paying magazine subscribers, the subscription period is calculated from date of purchase for one, two, or three years. Paying customers accumulated subscription period cannot exceed three years. Renewal subscription periods are calculated from the current expiration date forward.
35.	Migratory bird permit	A permit issued to a person purchasing a hunting license that allows the harvesting of a migratory bird as part of the harvest information program. This permit is issued only when the hunter has indicated that he/she plans to hunt migratory birds this season and has completed the required survey of the previous years hunting activity.
36.	Mussel receipt data collection & update	The entire workflow, all electronic processing, communications, and documentation associated with the collection of the harvest of mussels.
37.	National Change Of Address (NCOA)	When a transaction is initiated, the address of the customer is validated against this list from the U.S. Postal service. The address stays on the list for six (6) months. If a customer has not had a change of address, the address is not validated.

38.	Non-fulfilled privileges	Any license/permit/registration sold by the Contractor by the telephone platform which is not printed or mailed. Some instances are: 1) all boat registration certification cards and decals 2) trip licenses used within 10 days of purchase 3) boater education exam permit and card 4) hunter education card 5) senior citizens licenses
39.	Original boat registration	Registering a boat for the first time with the State of Tennessee or when no record of a previous registration is found. A record of the boat is created in the system and associated with the customer record of the registrant.
40.	Outsourced system	A system being operated from the Contractor's off-site location and being separate from the State's technical environment except through interface for reports, inquiry, and data transfer.
41.	Payment methodology: One Program Module Download to One POS Terminal in Excess of 1000 annually	This term refers to the download of one program module to an active single POS terminal at a license agent, checking station, combination license agent/checking station, or TWRA office site. The Contractor is expected to provide downloads to the base 1000 terminals annually. This fee is for downloads in excess of that 1000 per license year. This fee represents the entire compensation to the contractor for this service. See Contract C.3.
42.	Payment methodology: One additional agent equipment unit (POS terminal, keyboard, printer, and printer stand) in excess of 1,000 units	This term represents the cost to TWRA for one additional set of agent equipment (in excess of 1,000 operational equipment units), which includes a POS terminal, keyboard, printer, and printer stand.
43.	Payment methodology: One additional agent equipment unit (printer only) in excess of 100 units	This term represents the cost to TWRA for one additional POS printer (in excess of 100 equipment units). The printers must be compatible with MS Windows XP or higher.
44.	Payment methodology: Work pursuant to a Change Order MOU approved in accordance with Contract Section A.5	This term refers to any programming requested by the State that is a variance from the system functions described in this document. For example, for legislated changes, the State might request programming to add a new license type to the R.E.A.L. System. Any changes requested by the State will be charged using this change/enhancement unit rate. There are 4 worker fee levels associated with change orders: 1) sr. programmer, 2) programmer and data analyst 3) QA tester and account specialist, and 4) business analyst and project manager.
45.	Payment methodology: Public internet agent transaction, non-fulfilled privileges	An amount to be charged for purchases made in one internet session. Customers are responsible for the license agent fee at the completion of the internet session. Boat registrations and other non-fulfilled types (see Attachment AE.38) will be sold by the Contractor but fulfilled by the State. Other license types may be self-printed by the customer.

46.	Payment methodology: One completed public internet sales transaction - license	The term used when referring to the amount of money that the contracted seller is paid for the service to the State of the sale of licenses and other fulfilled privileges. This is the amount to be charged for purchases made in one internet session. This fee is paid by the customer.
47.	Payment methodology: One completed harvest collection transaction	The term used when referring to the amount of money that the contractor is paid for the service to the State for processing harvest collection transactions. This is the amount to be charged for one transaction.
48.	Left intentionally blank	Left intentionally blank
49.	Payment methodology: One completed public internet quota hunt application transaction for annual and lifetime sportsman license holders	In statute, the sportsman's license includes all fees. Therefore, the applicant who applies for a quota hunt shall not be charged by the Contractor. There are no credit card charges and no fulfillment process associated with this type sale. The State will bear the fees of any associated cost resulting from a sportsman license holder's application for a quota hunt.
50.	Payment methodology: One completed public internet quota hunt application transaction for non-sportsman license holders	This term represents the cost paid by the non-sportsman license holder to the Contractor for the internet quota hunt application process. There is no fulfillment involved in the process.
51.	Payment methodology: One completed Point of Sale privilege transaction	This term represents a composite rate that includes the following privileges: hunting and fishing licenses, registration of boats, and other privileges sold at the license agent site using POS terminal equipment. The composite fee also includes the purchase and maintenance of the-POS terminals , keyboards printers, and printers stands provided by the Contractor; all Contractor personnel costs; the help desk center staff and operating costs; all costs associated with the application analysis, design, and operating costs; all State staff and license agent training; the communications network and associated fees; all associated costs for the host platform and peripherals; creation and maintenance of the R.E.A.L. System; ACH charges; and the license stock and material. The composite fee does not include any of the following payment methodologies: any of the administrative screen transactions: any harvest collection transactions; any of the public internet transactions; any of the telephone transactions; any batched record updates; additional point of sale equipment fee or additional printer fee; and the change request fee.

52.	Payment methodology: One completed telephone agent transaction, non-fulfilled privileges	This is the amount to be charged for purchases made in one telephone session. The calling customer is responsible for the license agent fee at the completion of the telephone purchase. Boat registrations and some miscellaneous license types (i.e. captive wildlife, senior citizens, disabled) will be sold by the Contractor but fulfilled by the State.
53.	Payment methodology: One completed telephone sales transaction - fulfilled privileges	The term used when referring to the amount of money that the Contractor/seller is paid for the service to the State of the sale of licenses and other fulfilled privileges. This is the amount to be charged for purchases made in one telephone session. The calling customer is responsible for the license agent fee at the completion of the telephone purchase.
54.	Personal information	Per TCA 47-18-2107, (a) "Personal information" means an individual's first name or first initial and last name, in combination with any one (1) or more of the following data elements, when either the name or the data elements are not encrypted: (i) Social Security Number; (ii) Driver License Number; or (iii) Account Number, credit or debit card number, in combination with any required security code, access code, or password that would permit access to an individual's financial account; and (b) "Personal information" does not include publicly available information that is lawfully made available to the general public from federal, state, or local government records. See Attachment AC.
55.	Point of sale	Point of sale is the sale of all privileges at a retail establishment.
56.	Point of sale transaction	The State defines point of sale transaction as the entire workflow, all (sales) electronic processing, communications and documentation associated with a single customer each time he/she visits a license agent for the purpose of purchasing one license, one permit, one boat renewal, or any other point of sale issued privilege. For example, if a customer purchases an annual combination hunting/fishing license, a waterfowl supplement, and a big game supplement, and a boat renewal in one visit to an R.E.A.L. Agent, this would total 4 point of sale transactions. TWRA expects all of these approvals to be listed on a single license document but each permit, license, or registration is considered one point of sale transaction.
57.	R.E.A.L. Database	Remote Easy Access License system database - a collection of names, addresses, customer identifying information, and their license purchasing history of Tennessee sportsmen who have purchased hunting/fishing licenses, registered their boats, or any other privileges.
58.	R.E.A.L. System	An acronym meaning Remote Easy Access License System and used in reference to the license issuance system, automation initiative, and/or the issuance system itself, i.e., point of sale.

59.	Replacement license	License re-issuance due to change of identifying information or to replace a lost license.
60.	Secure server	Refers to a server supporting any of the major security protocols such as SSL, PCT, SHTTP, and IPSEC. These security protocols encrypt and decrypt messages or transaction to secure them from third party tampering. For the purpose of this document, a reference to secure server is a reference to the Contractor's secure server.
61.	Stored reports	Batch reports created daily, weekly, monthly, or yearly to be viewed at any time.
62.	System file	Files necessary for the R.E.A.L. System to provide the specified functionality. i.e. Drivers license file, hunt tables.
63.	System reports	Statistical summaries that report the response, availability, and the online/offline activity of the R.E.A.L. System.
64.	Telephone sales	The entire workflow, all electronic sales processing, communications, and documentation associated with any sales transaction completed by telephone. Refer to telephone license sales.
65.	Transfer boat registration	Method of changing the registration of a boat from one person to another, changing the expiration date to a period of 1, 2, or 3 years from the date of registration, and issuing a new decal and certificate.
66.	USFWS	United States Fish and Wildlife Service
67.	WEB Point of Sale (WEB POS)	WEB POS refers to a specific configuration (in this case at TWRA used only in the Harvest Collection agents) using the internet as a means of communication to sell privileges. The configuration consists of a personal computer and a printer installed at the license agents site. Neither the State nor the Contractor provides the pc but the printer will be provided by the Contractor.

68. Job Descriptions

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Senior Programmer:

Responsibilities

- Code, test and troubleshoot programs utilizing the appro hardware, database, and programming technology.
- Maintain and modify programs; make approved change amending flow charts, develop detailed programming and coding changes.
- Test and develop programming modifications.
- Write new program code using prescribed specifications coding standards.
- Assists and advises team members in the solutio programming problems.
- Evaluate simple interrelationships between programs su whether a contemplated change in one part of a pro would cause unwanted results in a related part.
- Analyze performance of programs and take action to c deficiencies based on consultation with users and appro supervisor.
- Confer with users to gain understanding of needed cha or modifications of existing programs. Resolve questio program intent, data input, output requirements, and incl of internal checks and controls.
- Write and maintain programming documentation.
- Analyze NT client/server and micro-computer based soft solutions compatibility with company requirements.
- Maintain confidentiality with regard to the information processed, stored or accessed.
- Document programming problems and resolutions for f reference.
- Be able to complete on a unit of work or module with supervision and it adhere to company standards and qua
- Provide technical leadership and training to other develop
- Understand the domain. Read the requirement document
- Other duties as assigned.

Technical Requirements:

- 5 + years experience developing software solutions in at one of: (1) .NET; (2) Mod PERL, (3) Java/J2EE; (4) PH (5) COBOL
- Experience in and command of all collateral tools and sets required or generally accepted as useful or h desirable in at least one of the above develop languages/methodologies
- Functional knowledge of web services.
- Functional knowledge of SQL
- Candidates should be experienced with all tiers of distri development; database, middle tier/business logic, and end/presentation layer.
- Experience with Agile development methodologies a plus

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Programmer:

Responsibilities:

- Code, test and troubleshoot programs utilizing the appropriate hardware, database, and programming technology.
- Maintain and modify programs; make approved changes b amending flow charts, develop detailed programming logic and coding changes.
- Test and develop programming modifications.
- Write new program code using prescribed specifications a coding standards.
- Assists and advises team members in the solution of programming problems.
- Evaluate simple interrelationships between programs such as whether a contemplated change in one part of a progra would cause unwanted results in a related part.
- Analyze performance of programs and take action to corre deficiencies based on consultation with users and approva of supervisor.
- Confer with users to gain understanding of needed change or modifications of existing programs. Resolve questions c program intent, data input, output requirements, and inclusion of internal checks and controls.
- Write and maintain programming documentation.
- Analyze client/server and micro-computer based software solutions compatibility with company requirements.
- Maintain confidentiality with regard to the information being processed, stored or accessed.
- Document programming problems and resolutions for futu reference.
- Be able to complete on a unit of work or module with little supervision and it adhere to company standards and qualit
- Provide technical leadership and training to other develope
- Understand the domain. Read the requirement documents
- Other duties as assigned.

Technical Requirements:

- 2 + years experience developing software solutions in least one of: (1) .NET; (2) Mod PERL, (3) Java/J2EE; PHP; or (5) COBOL
- Experience in and command of all collateral tools and s sets required or generally accepted as useful or hig desirable in at least one of the above developm languages/methodologies
- Functional knowledge of web services.
- Functional knowledge of SQL
- Candidates should be experienced with all tiers of distribu development; database, middle tier/business logic, and fr end/presentation layer.
- Experience with Agile development methodologies a plus.

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Data Analyst

Responsibilities:

- Coordinates physical changes to computer databases;
- Codes, tests, and implements physical databases, applying knowledge of database management system;
- Designs logical and physical databases or reviews description of changes to database design to understand how changes to be made affect physical database (how data is stored in terms of physical characteristics, such as location, amount of space, and access method);
- Establishes physical database parameters;
- Codes database descriptions and specifies identifiers of database to database management system;
- Calculates optimum values for database parameters, such as amount of computer memory to be used by database;
- Specifies user access level for each segment of one or more data items, such as insert, replace, retrieve, or delete data and specifies which users can access databases and what data can be accessed by user;
- Tests and corrects errors, and refines changes to database;
- Enters codes to create production databases;
- Selects and enters codes of utility programs to monitor database performance, such as distribution of records and amount of available memory;
- Assists programmers and analysts in making changes to database management systems;
- Modifies database programs to increase processing performance, referred to as performance tuning;
- Writes and provides SQL statements to interface databases to user software applications to enable insertion and modification of data within databases via user software applications, or to enable extraction of pre-formatted reports from databases.

Technical Requirements:

- BS degree in Computer Science, MIS, CIS, or comparable qualifying experience
- 2+ years experience in MSSQL or Oracle database administration, data analysis, or data management
- MSSQL or Oracle certifications a plus
- Technical skills, knowledge and ability including without limitation knowledge of real-time database interaction systems, LAN, Ethernet, ISP, and dialup connectivity configurations.
- Ability to work with customers and internal resources to diagnose and solve problems quickly, effectively, and with tact and diplomacy.

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Quality Assurance Tester:
Responsibilities include the following: (Other duties may be assigned.)

- Review functional requirements documents for early defect detection
- Develop product feature expertise
- Define and document manual or automated test cases from functional requirements or completed code. Test cases for regression, integration, load and performance testing must be developed and executed.
- Design test approach for identified test cases
- Define and document the required test environment and create the test input data
- Execute tests and analyze results
- Document defects and verify defect corrections
- Review user documentation and online help

Qualifications

BA/BS in a technical field as a minimum or comparable experience

- **2** to **5** years of professional experience in software programming and testing
- Experience with **four** or more of the following technologies:
  Windows XP/2000/2003, Linux, web and database applications
  1. Perl, ASP/HTML, Ruby; Microsoft .Net Framework
  2. Oracle, SQL Server and able to write sql statements
  3. Microsoft Office Suite
  4. Automated Test Tools (QTP and NeoLoad if possible, but not required)

Other Skills

- Good communication skills: Verbal and written
- Strong analytical skills
- Ability to work independently and as a team member
- Competent in diagnosing and troubleshooting problems in a timely manner
- Ability to adapt to a changing environment
- Ability to express technical information in a clear, concise manner
- Ability to work without written specifications
- Basic knowledge of the Microsoft technologies listed above
- Hunting and Fishing license purchase experience is a plus for this position.

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Account Specialist:

Responsibilities

Systems

- First point of escalation for daily operational needs
- First point of escalation for reported system issue
- First point of escalation for vendor reported issue throug agency
- Participate in weekly/monthly status call with client customer

Primary contact and liaison for Customer Support

- Escalation for unresolved vendor issue
- Supply Project Specific information to aid in staffing forecasts
- Supply information regarding software updates
- Work with Training department to format training documentatio
- Assist in creation and maintenance of support documentation

Inventory Management

- Review equipment inventory reports
- Manage delinquent replacement and returns
- Review and initiate reorder process for all fulfillment material(s)
- Review and initiate reorder process for all license material(s)

Agent Management

- Manage new vendor training process
- Manage deactivated vendor process and equipment collectio

Reporting Management

- Maintain and deliver new agent status report
- Maintain and deliver deactivated agent status report
- Deliver Inventory Reports
- Maintain and Deliver Project specific reports

Technical Requirements

- Configuration and Management of Control Data
- Initial review and analysis of all software reported issues
- Review and analysis of transactional issues
- Hardware and software support for Customer Support, QA and
- Management and review of ticket items within Issue Tracking S
- Perform daily transactional audit against payment processing
- Other Duties as required

Required Skills:

- Minimum of 1 year experience within AO or otherwise in an a services support role
- Knowledge of and ability to use AO internal support tools
- Knowledge of and ability to manage control data in spread and/or databases
- Experience with key third party tools including at minimum Mi Office Professional (Outlook, Word, Excel, Visio, Access, etc.)
- Good analytical and technical abilities and task management s
- Ability to perform multiple parallel tasks and meet deadlines
- Good oral and written communication skills and attention to de
- Ability to work effectively independently and as a member of a
- Able to maintain a high degree of customer / client / s satisfaction

Required Education:

- BA/BS Degree

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Business Analyst

Summary

Provide product direction and design specifications for required systems functionality based on detailed analysis of business requirements from internal and external stakeholders. Collaborate with a team of about 10 BAs and with internal development, QA and support teams.

Responsibilities

- Translates high level objectives provided by Pr Management and external clients into testable, measu functional specifications
- Research and document functional requirements, integrating multiple sources
- Analyze and document user workflows
- Develop use cases, demonstrating how each class of user interacts with each system function
- Assist with the prioritization of initial feature development and ongoing change requests
- Ensure application interfaces address human factor design considerations
- Assist the Quality Assurance group with execution of systematic and ad-hoc test cases. Log failures so that QA Analysts may follow up to ensure resolution.
- Manage/update/communicate evolving requirements documents through complete project life cycle

Qualifications

Minimum 5 years experience in requirements definition, systems analysis or solution design, preferably working w/ use case methodology

- Experience with Rational Requisite Pro, JReports and Mercury TestDirector is preferred
- Must demonstrate through past experience the ability to turn abstract concepts and high-level business needs into usable product features and application UI/workflow
- Have strong interpersonal, as well as written and verbal communication skills
- Highly organized, detail-oriented individual able to deal with multiple tasks simultaneously
- Ability to work independently within a team environment
- Experience specifying CRM, e-Commerce, POS, inventory management and accounting systems is highly desired
- Though not required, IIBA certification is preferred.

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Project Manager

Responsibilities:

- Develop and manage detailed project plans, project schedules and effort estimates.
- Manage the day-to-day operations of projects
- Assign and prioritize the work of the team with respect to the goals and objectives of the business.
- Interact with clients, vendors, prospects, management and technical staff.
- Assist team members in their duties, tasks, responsibilities and functions.
- Monitor and control the progress of analysis, design, program development, testing, reporting, releases, deployments, training and documentation tasks.
- Review work products from the team to ensure proper quality is attained timely.
- Proactively manage project issues and risks
- Adhere and monitor compliance with company and IS&T policies and procedures.
- Perform other duties as assigned.

Education and Experience:

- BA/BS in computer science or equivalent experience
- Min. 10 years of experience in an IT organization
- Min. 5 years of technical project management experience
- Expert knowledge of RUP, Scrum/Agile or traditional IT project management methodologies required
- Expert knowledge of SDLC, PMLC, IT deployments required
- Experience with distribution teams is required
- Must be proficient in Microsoft Office and Microsoft technologies
- Possess outstanding oral and written communication skills
- Certified Project Management Professional (PMP) preferred or otherwise must be PMP certified within 6 months of joining team.
- Experience with e-Commerce, POS, CRM, inventory management and accounting systems is a plus

ATTESTATION RE PERSONNEL USED IN CONTRACT PERFORMANCE

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

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

CONTRACTOR SIGNATURE

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

PRINTED NAME AND TITLE OF SIGNATORY

DATE OF ATTESTATION

COST/PRICING OUTLINE – PROGRAM CHANGES ATTACHMENTS
TENNESSEE WILDLIFE RESOURCES AGENCY AND THE ACTIVE NETWORK, INC
CONTRACT PERIOD NOVEMBER 1, 2010 THROUGH OCTOBER 31, 2015

Cost Item Description	Proposed Cost November 1, 2010 through October 31, 2015	Comments
One Completed Point Of Sale Privilege Transaction	**$ .91/ EACH**	See attached program changes resulting in proposed cost
One Completed WEB POS Privilege Transaction	**$ .91/ EACH**	See attached program changes resulting in proposed cost
One Completed Harvest Collection Transaction	**$ .91/ EACH**	See attached program changes resulting in proposed cost
One Completed Harvest Collection Public Internet Transaction	**$. 91/ EACH**	See attached program changes resulting in proposed cost
One Completed Public Internet Quota Hunt Application Transaction For Annual And Lifetime Sportsmen License Holders	**$1.00/ EACH**	
One Additional Agent Equipment Unit (POS Terminal, Keyboard, Keyboard Stand, And Printer) In Excess Of 1000 Units	**$620.00/ EACH**	See equipment set defined in attachment
One Additional Agent Equipment Unit (WEB POS Printer Only) In Excess Of 100 Units	**$270.00/ EACH**	See printer defined in attachment
One Completed Batched Data Record Update Transaction	**$.0/ EACH**	
One Program Module Download to One POS Terminal in Excess One Annual Download	**$1.00/ EACH**	
Work pursuant to a Change Order MOU approved in accordance with Contract Section A.6.	**See List/ EACH**	
One Completed Public Internet Agent Transaction – Non-Fulfillment Privileges	**$3.00/ EACH**	See attached program changes resulting in proposed cost
One Completed Telephone Agent Transaction – Non-Fulfilled Privileges	**$6.25/ EACH**	See attached program changes resulting in proposed cost
One Completed Public Internet Agent Fulfillment Transaction - License	**$4.25/ EACH**	See attached program changes resulting in proposed cost

One Completed Telephone Agent Fulfillment Transaction - License	**$7.50/ EACH**	See attached program changes resulting in proposed cost
One Completed Public Internet Quota Hunt Application Transaction For Non- Sportsmen License Holders	**$2.00/ EACH**	

PRICE-PROGRAM CHANGES ATTACHMENT

1. Basic Fee (per completed sale of a privilege via POS or web POS, or collection of a harvest report via IVR or Internet) of $.91 has been reached, from an original Basic Fee of $1.20, as the result of:

    a. Elimination of the performance bond requirement, reduction amount **$.12**
    b. Reduction of the total number of required equipment sets for license sales to 1,000, inclusive of spare pool, reduction amount **$.02**
    c. Elimination of yearly logo color change for license paper, with the logo color to remain "Tennessee orange" or as close thereto as possible (eliminates requirement of annual change of license paper and permits continued use of existing license paper inventory across license years), reduction amount **$.04**
    d. Change of license paper material to Tyvek (bulk order for 2011 will be Tyvek, but existing stock of license paper will be used up before distribution of Tyvek begins), reduction amount **$.01**
    e. Reduce hours of service for help desk and phone sales to schedule provided and attached, reduction amount **$.03**
    f. Permitted increases in Internet and phone sales convenience fees across the board by $1.00 per transaction, reduction amount **$.04**
    g. Establishment of full self-print permitted for Internet sold licenses, reduction amount **$.03**
    h. Total of all above reductions **$.29**, subtracted from **$1.20**, results in Basic Fee of **$.91**
    i. Basic Fee includes program change to eliminate collection of harvest reports via POS and provide IVR harvest reports collection via an IVR system that predominantly uses touch pad for data collection but uses voice recognition exclusively for names of counties

2. Change order work will be billed at variable rates based on resource type as shown in the attached list of resource types and hourly rates

3. VeriFone POS equipment set is VeriFone Omni 396 POS terminal, VeriFone P250 license/receipt printer, VeriFone keyboard 100 or equivalent compatible with the POS terminal, and stacker – equipment may be used as long as fully operable

4. VeriFone web POS equipment set is VeriFone P250 license/receipt printer only – equipment may be used as long as fully operable

5. Price changes will be made effective October 1, 2010 – however, internet and phone sales price changes will be made effective at such time as internet self-print is placed in production

6. Implementation of changes to harvest reporting will be made effective based upon a project plan to be mutually agreed upon but not earlier than March 1, 2011.