

Fiscal Review Committee Redaction Cover Sheet

Contract Number: RFS 317.01-05043 STS (Link2Gov Corp)

 X No redactions required
 Redactions applied

Contractor/Service Provider Identity *(this includes addresses, phone numbers, service provider contact or officer information, and other information that could be used to identify the contractor or service provider)*

 Federal Employee Identification Number (FEIN)
 Contractor/Vendor Name

Purpose for Contractor/Vendor Name Redaction (if applicable)

Technology Details *(this includes database, operating system, development code, and any other information that would identify an area of weakness or an attack vector)*

 Product Name
 Associated Technology
 Other

Other Description: _____



February 28, 2019

Representative Ron Travis
Chairman, Fiscal Review Committee
G-102 Cordell Hull Bldg.
Nashville, TN 37243

Attn: Ms. Krista Lee Carsner

Dear Chairman Travis:

Please find attached, for the Fiscal Review Committee's consideration, documentation of an Amendment request pertaining to the State's contract with Link2Gov Corp, an affiliate of Fidelity Information Services, LLC, for the provision of merchant services (the "services").

The contract in question provides credit card processing for recipients of State services. The current list of accepted credit cards is as follows: Visa, MasterCard, American Express, and Discover; in addition, the State also accepts PIN-less and PIN-based Debit cards, ACH Debit as well as E-Checks. The Contractor provides transaction processing systems at locations statewide, some of which are remote.

The program area is currently developing an RFP to obtain these services. The State's ultimate goal is for the new contract to be an enterprise-wide solution, with additional functionality (including tokenization to provide increased security). The current contract has seen volume growth, reduced transaction rates, and increased adoption by agencies to allow credit card and other electronic payments. The program area believes that it is necessary to extend the end date of the current contract for an additional year, to provide a longer overlap period between the old and new contracts to enable the agencies to make needed system changes if a new provider is selected. This overlap will help to ensure that current users of the system have sufficient time to transition from the old contract, while new users/applications would be expected to come online under the new contract.

Therefore, the Department of Finance and Administration, Division of Accounts ("DOA") and Strategic Technology Solutions ("STS") are requesting a one-year extension and an increase in the contract value to accommodate increased adoption of services, as well as the additional term length. The current contract contains a "Termination for Convenience" clause. The State intends to transition services as the development is completed for each agency. If all State agencies have successfully transitioned prior to the expiration of the contract, the State may choose to terminate the contract.

The DOA and STS respectfully request to be placed on the agenda for the next Fiscal Review Committee meeting.

Thank you for your consideration of this request.

Sincerely,

Mike Corricelli
Chief of Accounts

Supplemental Documentation Required for
Fiscal Review Committee

*Contact Name:	Mike Corricelli	*Contact Phone:	615-253-3048		
*Presenter's name(s):	Mike Corricelli				
Edison Contract Number: <i>(if applicable)</i>	45449	RFS Number: <i>(if applicable)</i>	31701-05043		
*Original or Proposed Contract Begin Date:	5/26/15	*Current or Proposed End Date:	5/25/20		
Current Request Amendment Number: <i>(if applicable)</i>	1				
Proposed Amendment Effective Date: <i>(if applicable)</i>	5/1/19				
*Department Submitting:	Finance and Administration				
*Division:	Accounts				
*Date Submitted:	February 28, 2019				
*Submitted Within Sixty (60) days:	Yes				
<i>If not, explain:</i>					
*Contract Vendor Name:	Link2Gov Corp, an affiliate of Fidelity Information Services, LLC				
*Current or Proposed Maximum Liability:	\$17,000,000.00				
*Estimated Total Spend for Commodities:					
*Current or Proposed Contract Allocation by Fiscal Year: <i>(as Shown on Most Current Fully Executed Contract Summary Sheet)</i>					
FY: 2015	FY: 2016	FY: 2017	FY: 2018	FY: 2019	FY: 2020
\$300,000	\$3,600,000	\$3,600,000	\$3,600,000	\$3,600,000	\$2,300,000
*Current Total Expenditures by Fiscal Year of Contract: <i>(attach backup documentation from Edison)</i>					
FY: 2015	FY: 2016	FY: 2017	FY: 2018	FY: 2019	FY: 2020
\$545,697	\$4,490,082	\$4,205,660	\$3,592,053	\$1,379,383	
IF Contract Allocation has been greater than Contract Expenditures, please give the reasons and explain where surplus funds were spent:		The yearly contract allocations were estimates. Actual usage differed from the estimates.			
IF surplus funds have been carried forward, please give the reasons and provide the authority for the carry forward provision:		Surplus funds were not carried forward.			
IF Contract Expenditures exceeded Contract Allocation, please give the reasons and explain how funding was acquired to pay the overage:		The yearly contract allocations were estimates. Actual usage differed from the estimates.			
*Contract Funding Source/Amount:					
State:		Federal:			

Supplemental Documentation Required for
Fiscal Review Committee

<i>Interdepartmental:</i>	\$17,000,000.00	<i>Other:</i>	
If “ <i>other</i> ” please define:			
If “ <i>interdepartmental</i> ” please define:		Agencies are billed on a transactional basis based upon actual usage	
Dates of All Previous Amendments or Revisions: <i>(if applicable)</i>		Brief Description of Actions in Previous Amendments or Revisions: <i>(if applicable)</i>	
Method of Original Award: <i>(if applicable)</i>		RFP	
*What were the projected costs of the service for the entire term of the contract prior to contract award? How was this cost determined?		\$17,000,000 The cost was based on predicted usage and vendor proposed costs.	
*List number of other potential vendors who could provide this good or service; efforts to identify other competitive procurement alternatives; and the reason(s) a sole-source contract is in the best interest of the State.			

Rule Exception Request

Use this document to request changes to Central Procurement Office templates, policies, or other procurement documents or to modify the “necessary contract clauses” identified in Tenn. Comp. R. & Reg. 0690-03-01-.17 (“CPO Rule 17”). Complete this document in conformity with CPO Rule 17, which is available [here](#). Send the completed document in PDF format to: Agsprs.Agsprs@tn.gov. All Rule Exception Requests are subject to review and approval by the Chief Procurement Officer. Rule Exception Requests that propose to modify any of CPO Rule 17’s necessary contract clauses shall be subject to review and approval by the Comptroller of the Treasury. Note: Any change to the template language regarding the Limitation of Contractor’s Liability shall be submitted using the Limitation of Contractor’s Liability Request.

<p>APPROVED</p> <hr/> <p>CHIEF PROCUREMENT OFFICER</p>	<p>APPROVED</p> <hr/> <p>COMPTROLLER OF THE TREASURY</p>
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Agency request tracking #	31701-05043
1. Procuring Agency	F&A Division of Accounts and STS
2. Edison contract ID #	45449
3. Contractor or Grantee	Link2Gov Corp, an affiliate of Fidelity Information Services, LLC
4. Contract’s Effective Date	May 26, 2015
5. Contract or grant contract’s Term (with ALL options to extend exercised)	72 months
6. Contract’s Maximum Liability (with ALL options to extend exercised)	\$ 23,800,000.00
7. Citation and explanation of the rule(s) for which the exception is requested	Tenn. Comp. R. & Regs., ch. 0690-03-01-.14(2)(c) CONTRACT TYPE, Term Contract-General. F&A Accounts and STS request an exception to allow a contract term longer than sixty (60) months.
Description of requested changes	If adding new provisions or modifying existing provisions, insert the new or modified provisions in their entirety. Please provide red-lines or track changes to highlight any deviations from template language.
	The term of the Contract shall be amended as follows:
“B. CONTRACT PERIOD:	
	This Contract shall be effective for the period beginning May 26, 2015, and ending on May 25, 2021. The Contractor hereby acknowledges and affirms that the State shall have no obligation for services rendered by the Contractor which were not performed within this specified contract period.”
8. Scope of Goods or Services Caption:	Merchant Services
9. Justification	The program area is currently developing an RFP to obtain these services. The State’s ultimate goal is for the new contract to be an enterprise-wide solution, with additional functionality (including

tokenization to provide increased security). The current contract has seen volume growth, reduced transaction rates, and increased adoption by agencies to allow credit card and other electronic payments. The program area believes that it is necessary to extend the end date of the current contract for an additional year, to provide a longer overlap period between the old and new contracts to enable the agencies to make needed system changes if a new provider is selected. This overlap will help to ensure that current users of the system have sufficient time to transition from the old contract, while new users/applications would be expected to come online under the new contract.

Signature of Agency head or designee and date



STS Pre-Approval Endorsement Request E-Mail Transmittal

Received by STS on Tuesday, January 8, 2019

TO : STS Contracts
Department of Finance & Administration
E-mail : it.abc@tn.gov

FROM : Travis Johnson
E-mail : travis.johnson@tn.gov

DATE : 1/8/19

RE : Request for STS Pre-Approval Endorsement

Applicable RFS # 31701-05043	
State Security Confidential Information Applicability	
Under Tenn. Code Ann. §10-7-504(i) vendor identity or a description of the goods or services provided by the vendor shall be confidential.	
<input type="checkbox"/> Applicable	
<input checked="" type="checkbox"/> Not Applicable	
Additional language is attached and endorsement is contingent upon inclusion of this additional language:	
<input checked="" type="checkbox"/> Applicable	
<input type="checkbox"/> Not Applicable	
STS Endorsement Signature & Date:	
Stephanie Dedmon, CIO (WMH)	Digitally signed by Stephanie Dedmon, CIO (WMH) DN: cn=Stephanie Dedmon, CIO (WMH), o=Tennessee Department of Finance and Admin, ou=Strategic Technology Solutions, email=william.hafley@tn.gov, c=US Date: 2019.01.18 13:09:45 -06'00'
Chief Information Officer	
<i>NOTE: Proposed contract/grant support is applicable to the subject IT service technical merit.</i>	

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

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

Contracting Agency	Finance and Administration, Division of Accounts
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Applicable RFS # 31701-05043	
Agency Contact (name, phone, e-mail)	Mike Corricelli, 615-253-3048, mike.corricelli@tn.gov
<p>Attachments Supporting Request (mark all applicable)</p> <p>Note: The complete draft procurement document and the applicable documents listed below must accompany this request when submitted to STS. Special Contract Requests and Amendment Requests without Agency Head signature are acceptable. STS is aware that these documents will not have CPO signature when submitted with this request.</p> <p> <input type="checkbox"/> Solicitation Document <input type="checkbox"/> Special Contract Request <input checked="" type="checkbox"/> Amendment Request <input checked="" type="checkbox"/> Proposed Contract/Grant or Amendment <input checked="" type="checkbox"/> Original Contract/Grant and Previous Amendments (if any) </p>	
<p>Information Systems Plan (ISP) Project Applicability</p> <p>To avoid delay of STS pre-approval, the applicability of an ISP project to the procurement must be confirmed with agency IT staff prior to submitting this request to STS. If necessary, agency IT staff should contact STS Planning with questions concerning the need for an ISP project.</p> <p>IT Director/Staff Name Confirming (required):</p> <p> <input type="checkbox"/> Applicable – Approved ISP Project# <input checked="" type="checkbox"/> Not Applicable </p>	
<p>Subject Information Technology Service Description</p> <p>Provide a brief summary of the information technology services involved. Clearly identify included technologies such as system development/maintenance, security, networking, <i>etc.</i> As applicable, identify the contract or solicitation sections related to the IT services.</p> <p>The Merchant Services system is vendor-hosted service that facilitates the acceptance of credit cards, debit cards, and E-Checks in payment for State services. The vendor provides reconciliation of these payments and deposits the funds into a State account.</p>	

Attachment: STS Endorsement Conditions

This STS endorsement is contingent upon modification of the procurement documents as described below.

STS endorses 31701-05043 Amendment 1 with the understanding that the amendment is modified as follows.

3. Contract section E.16 is deleted in its entirety and replaced with the following.

E.16. Personally Identifiable Information. While performing its obligations under this Contract, Contractor may have access to Personally Identifiable Information held by the State ("PII"). For the purposes of this Contract, "PII" includes "Nonpublic Personal Information" as that term is defined in Title V of the Gramm-Leach-Bliley Act of 1999 or any successor federal statute, and the rules and regulations thereunder, all as may be amended or supplemented from time to time ("GLBA") and personally identifiable information and other data protected under any other applicable laws, rule or regulation of any jurisdiction relating to disclosure or use of personal information ("Privacy Laws"). Contractor agrees it shall not do or omit to do anything which would cause the State to be in breach of any Privacy Laws. Contractor shall, and shall cause its employees, agents and representatives to: (i) keep PII confidential and may use and disclose PII only as necessary to carry out those specific aspects of the purpose for which the PII was disclosed to Contractor and in accordance with this Contract, GLBA and Privacy Laws; and (ii) implement and maintain appropriate technical and organizational measures regarding information security to: (A) ensure the security and confidentiality of PII; (B) protect against any threats or hazards to the security or integrity of PII; and (C) prevent unauthorized access to or use of PII. Contractor shall immediately notify State: (1) of any disclosure or use of any PII by Contractor or any of its employees, agents and representatives in breach of this Contract; and (2) of any disclosure of any PII to Contractor or its employees, agents and representatives where the purpose of such disclosure is not known to Contractor or its employees, agents and representatives. The State reserves the right to review Contractor's policies and procedures used to maintain the security and confidentiality of PII and Contractor shall, and cause its employees, agents and representatives to, comply with all reasonable requests or directions from the State to enable the State to verify or ensure that Contractor is in full compliance with its obligations under this Contract in relation to PII. Upon termination or expiration of the Contract or at the State's direction at any time in its sole discretion, whichever is earlier, Contractor shall immediately return to the State any and all PII which it has received under this Contract and shall destroy all records of such PII.

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

4. The following is added to Section E.

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

a. "Confidential State Data" is defined as data deemed confidential by State or Federal statute or regulation. The Contractor shall protect Confidential State Data as follows:

(1) The Contractor shall ensure that all Confidential State Data is housed in the continental United States, inclusive of backup data.

Attachment: STS Endorsement Conditions

This STS endorsement is contingent upon modification of the procurement documents as described below.

- (2) The Contractor shall encrypt Confidential State Data at rest and in transit using the current version of Federal Information Processing Standard ("FIPS") 140-2 validated encryption technologies.
- (3) The Contractor and the Contractor's processing environment containing Confidential State Data shall either (1) be in accordance with at least one of the following security standards: (i) International Standards Organization ("ISO") 27001; (ii) Federal Risk and Authorization Management Program ("FedRAMP"); or (2) be subject to an annual engagement by a CPA firm in accordance with the standards of the American Institute of Certified Public Accountants ("AICPA") for a System and Organization Controls for service organizations ("SOC") Type II audit. The State shall approve the SOC audit control objectives. The Contractor shall provide proof of current ISO certification or FedRAMP authorization for the Contractor and Subcontractor(s), or provide the State with the Contractor's and Subcontractor's annual SOC Type II audit report within 30 days from when the CPA firm provides the audit report to the Contractor or Subcontractor. The Contractor shall submit corrective action plans to the State for any issues included in the audit report within 30 days after the CPA firm provides the audit report to the Contractor or Subcontractor.

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

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

- (4) The Contractor must annually perform Penetration Tests and Vulnerability Assessments against its Processing Environment. "Processing Environment" shall mean the combination of software and hardware on which the Application runs. "Application" shall mean the computer code that supports and accomplishes the State's requirements as set forth in this Contract. "Penetration Tests" shall be in the form of attacks on the Contractor's computer system, with the purpose of discovering security weaknesses which have the potential to gain access to the Processing Environment's features and data. The "Vulnerability Assessment" shall be designed and executed to define, identify, and classify the security holes (vulnerabilities) in the Processing Environment. The Contractor shall allow the State, at its option, to perform Penetration Tests and Vulnerability Assessments on the Processing Environment.
- (5) Upon State request, the Contractor shall provide a copy of all Confidential State Data it holds. The Contractor shall provide such data on media and in a format determined by the State.
- (6) Upon termination of this Contract and in consultation with the State, the Contractor shall destroy all Confidential State Data it holds (including any copies such as backups) in accordance with the current version of National Institute of Standards and Technology ("NIST") Special Publication 800-88. The Contractor shall provide a written confirmation of destruction to the State within ten (10) business days after destruction.

b. **Minimum Requirements**

Attachment: STS Endorsement Conditions

This STS endorsement is contingent upon modification of the procurement documents as described below.

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

c. Comptroller Audit Requirements

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

The information technology control audit may include a review of general controls and application controls. General controls are the policies and procedures that apply to all or a large segment of the Contractor's or Subcontractor's information systems and applications and include controls over security management, access controls, configuration management, segregation of duties, and contingency planning. Application controls are directly related to the application and help ensure that transactions are complete, accurate, valid, confidential, and available. The audit shall include the Contractor's and Subcontractor's compliance with the State's Enterprise Information Security Policies and all applicable requirements, laws, regulations or policies.

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

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

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



CONTRACT

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

Begin Date May 26, 2015	End Date May 25, 2020	Agency Tracking # 31701-05041	Edison Record ID 45449
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Contractor Legal Entity Name Link2Gov Corp, an affiliate of Fidelity Information Services, LLC	Edison Vendor ID 0000089753
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Goods or Services Caption (one line only)
Merchant Services

Subrecipient or Contractor <input type="checkbox"/> Subrecipient <input checked="" type="checkbox"/> Contractor	CFDA # n/a
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Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
2015			300,000.00		300,000.00
2016			3,600,000.00		3,600,000.00
2017			3,600,000.00		3,600,000.00
2018			3,600,000.00		3,600,000.00
2019			3,600,000.00		3,600,000.00
2020			2,300,000.00		2,300,000.00
TOTAL:			17,000,000.00		17,000,000.00

Contractor Ownership Characteristics:

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

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

- Competitive Selection
 - Other
- Request for Proposal

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.

Felenceo M. Hill

Digitally signed by Felenceo Hill
DN: cn=Felenceo Hill, o=Dept. Finance & Administration, ou=Capital Projects Finance Director, Office of Business & Finance, email=Felenceo.Hill@tn.gov, c=US
Date: 2015.04.02 14:59:10 -05'00'

Speed Chart (optional) n/a	Account Code (optional) 70803000
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**CONTRACT
BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF FINANCE AND ADMINISTRATION
AND**

LINK2GOV CORP, AN AFFILIATE OF FIDELITY INFORMATION SERVICES, LLC

This Contract, by and between the State of Tennessee, Department of Finance and Administration, hereinafter referred to as the "State" and Link2Gov Corp, an affiliate of Fidelity Information Services, LLC, hereinafter referred to as the "Contractor," is for the provision of acquiring a broad range of merchant services, as further defined in the "SCOPE OF SERVICES."

The Contractor is a Limited Liability Company.
Contractor Place of Incorporation or Organization: Georgia
Contractor Edison Registration ID # 0000089753

A. SCOPE OF SERVICES:

- A.1. The Contractor shall provide all service and deliverables as required, described, and detailed herein and shall meet all service and delivery timelines as specified by this Contract.
- A.2. Visa, MasterCard, American Express, Discover, PIN-less and PIN-based Debit, and E-Check Acceptance, Authorization and Settlement. The State of Tennessee will accept Visa, MasterCard, American Express, and Discover credit, off-line (signature) debit cards, and on-line (PIN-based) debit cards (hereinafter known as "the cards") when presented as payment for goods and services at its offices, facilities, and through its Internet Portal. The Contractor will arrange for payment to the State for amounts arising from the cards where such indebtedness arises from transactions that comply with the terms of the Contract and represent bona fide sales or leases of goods or services.

At the State's option, the State may accept electronic checks. When electronic checks are accepted as payment, the Contractor shall verify the ABA number entered against the national database. The Contractor will arrange for payment to the State for amounts arising from electronic check transactions where such indebtedness arises from transactions that comply with the terms of this Contract and represent bona fide sales or leases of goods or services.

- A.3. Merchant Agreement. The State and Contractor shall agree to a separate Merchant Agreement that further delineates roles and responsibilities in credit card and debit card acceptance, presentation, authorization, and the management of refunds, credits, returns, and chargebacks. This Merchant Agreement is Attachment B to this Contract.
- A.4. Authorization. The Contractor shall provide an on-line authorization service that is capable of capturing and verifying data necessary to electronically process the card transactions. The service must support separate authorization and settlement to accommodate the operating needs of the State. Batch processing of authorizations is unacceptable. The on-line authorization service must operate with an availability of 99.98% outside of any scheduled maintenance or downtime periods.

The Contractor shall ensure that each transaction is assigned a unique identification or tokenized card number that will be stored and remain with the transaction through the transaction cycle including authorization, adjustment, settlement, funding and reconciliation.

The Contractor shall support fraud detecting services including but not limited to Address Verification Service and Security Code Verification in authorization requests.

- A.5. Payment Application Development. At a State agency's request, the Contractor shall provide payment application development and services, which result in secure payment pages that integrate with the agency's or its contracted vendor's applications or websites eliminating the need for these applications and websites to collect sensitive payment information. The payment information is collected on the payment application web pages developed by the Contractor.



The Contractor shall notify the State contact in accordance with Section E.2 prior to beginning payment application work with any agency. The Contractor shall provide to the above State contact and to the agency requesting payment application services a detailed project and implementation plan (plan). The plan shall be provided as soon as possible after receiving the request, but in no event more than thirty (30) calendar days thereafter. The plan shall specify the work to be performed, a project timeline, necessary security provisions, and shall provide an itemization of all costs to complete the project as well as any continuing maintenance or hosting costs. The Contractor shall not begin the project until the plan is approved in writing by the agency. The Department of Finance and Administration's Division of Accounts written approval of deliverables is required prior to the deployment of a payment application.

In accordance with the terms of this Contract, the Contractor shall arrange for payment to the State for amounts arising from transactions processed through these payment applications where such indebtedness arises from transactions that comply with the terms of this Contract and represent bona fide sales or leases of goods or services.

- A.6. Mobile Payment Processing. The Contractor shall provide a mobile payment processing solution that is PCI DSS and PA-DSS compliant, utilizes point-to-point encryption, and integrates with the standard transaction processing channels of this contract.
- A.7. Merchant Identification Numbers (MIDs) and Terminal Identification Numbers (TIDs). The Contractor shall establish and maintain merchant identification numbers (MIDs) and terminal identification numbers (TIDs) on behalf of the State. The merchant identification number structure shall be tiered and allow for an unlimited number of MIDs or comparable identifiers as determined necessary by the State, in consultation with the Contractor. MIDs can be established based on the location, transaction type, data capture method and/or reporting needs of each agency.

A customized MID application shall be developed by the Contractor and agreed upon by the State. This application shall be reviewed and revised as published information and practices change.

New MIDs shall be established by request of the Department of Finance and Administration, Division of Accounts and shall be established and activated within fifteen (15) business days of receiving a written MID request with necessary information. The Contractor shall provide the Department of Finance and Administration's Division of Accounts with supporting documentation when the MIDs are established.

- A.8. New Application Interface. At a State agency's request, the Contractor shall develop a new application interface. The Contractor shall notify the State contact pursuant to Section E.2. prior to beginning work with any agency. A detailed project and implementation plan mutually acceptable to the agency requesting services and the Contractor shall be provided to the State prior to beginning work.

For new application interface projects including additional portal applications, the Contractor shall complete system interface certifications within ninety (90) calendar days from the date the State provides notice to the Contractor that the new system is complete and the telecommunication connections are in place. All interfaces must be developed and supported by the Contractor at the Contractor's expense.

- A.9. Point-to-Point Encryption Solution. The Contractor shall provide a PCI certified Point-to-Point Encryption Solution. This shall be a combination of secure devices, applications, and processes that encrypt data from the point of interaction until the data reaches the Contractor's secure decryption environment. The solution must include:
- a. Secure encryption of payment card data at the point of interaction.
 - b. Point-to-Point validated application at the point of interaction.
 - c. Secure management of encryption and decryption devices.



- d. Management of the decryption environment and all decrypted account data.
 - e. Use of secure encryption methodologies and cryptographic key operations, including key generation, distribution, loading/injection, administration, and usage.
- A.10. Tokenization Application Programming Interface. The Contractor shall provide a PCI certified tokenization application programming interface (API) as an option when integrating with various systems utilized by the State. The Contractor will be responsible for supplying the following for this application:
- a. Token generation process or method.
 - b. Token mapping to allow for retrieval of primary account number and security surrounding this system.
 - c. Card Data Vault Storage.
 - d. All other steps surrounding cryptographic key management.
- A.11. Government Program. The Contractor shall provide the infrastructure necessary for the State to participate in the card network sponsored service fee programs as well as any future developments of such programs. Participation in the Government Program shall be at the State's option and determined at the MID level. Under these programs, a "Service Fee" can be charged to cover the cost of processing card transactions. The following Service Fee models shall be supported by the Contractor:
- a. The Contractor shall process the payment transaction and Service Fee as two separate transactions and settle each transaction in the Account (as defined in Section A.12.1.). The Contractor shall be compensated pursuant to Section C.3.a. of this contract.
 - b. The Contractor shall process the payment transaction and Service Fee as two separate transactions, settling the payment transaction to the Account (as defined in Section A.12.1) and settling the Service Fee to an account determined by the Contractor. The Contractor shall be compensated pursuant to Section C.3.b. of this contract.

Service Fees must be reported to the State as defined in Section A.18.

- A.12. Settlement. The Contractor shall process electronic funds transfer and automated clearing house transactions related to the settlement of the State of Tennessee's credit and debit card transactions (hereinafter known as "card items") and e-check items. Upon presentation of such card items and e-check items to the Contractor, accompanied by a form or format provided by the Contractor listing all card items and e-check items presented at such time, and subject to the terms, conditions, warranties, and the State of Tennessee's obligations set out in this agreement and in the Merchant Agreement defined in Section A.3. Merchant Agreement, the Contractor will process the card items and e-check items in the appropriate clearing systems. Upon receipt of settlement of credit by the Contractor for such card items and e-check items, the Contractor will cause the Account (as defined below in Section A.12.1) to be credited with an amount equal to the credit received by the Contractor excluding Service Fees (as defined in Section A.11) in respect of the card items and e-check items processed. The Contractor will credit an amount equal to such Service Fees (as defined in Section A.11) in accordance with Section A.11. The period of time between the presentment of all card items and e-check items to the Contractor and the credit of funds to the Account (as defined below in Section A.12.1.) shall not exceed two (2) business days.
- A.12.1 The Account. The State will maintain a demand account in good standing (the Account) with a financial institution and account number as the State may determine, to be communicated to the Contractor in writing. Such financial institution shall be a State Depository institution pursuant to Tennessee Code Annotated, Section 9-4-107. Unless otherwise directed by the State, all credits or transfers of card items and e-check items herein under shall be made to the financial institution at the account number specified. All other credits or transfers shall be unauthorized transfers. The State shall take all action necessary to ensure that the Contractor has the right to debit or credit the Account under the terms of the Contract.



- A.12.2 Automated Settlement. The Contractor will provide an automated settlement capability, which occurs without human intervention.

The Contractor shall create the electronic funds transfer and automated clearing house settlement transactions at the MID or sales location level or as otherwise requested by the State.

- A.13. Disputed Card Items, e-Check Returns, Chargebacks and Retrievals. The Contractor shall cooperate with the State to resolve any disputed card items or e-check returns that may occur in accordance with applicable law, regulation and the applicable rules, regulations, and operating procedures of Visa, MasterCard, American Express, and Discover. The Contractor shall provide sufficient information regarding the disputed card item as necessary to aid the State in resolving the claims. Documentation provided by the Contractor shall at a minimum include the following:

- a. Original Transaction Date
- b. Chargeback Amount
- c. Account Name
- d. Billing Address
- e. Merchant Code and ID number
- f. Last four digits of credit card and expiration date

- A.14. Payment Card Industry Data Security Standard. The Contractor shall be a Payment Card Industry (PCI) Data Security Standard (DSS), and Data Security Standard (PA-DSS) Compliant Service Provider and annually provide the State with a copy of its revalidation PCI DSS (or its successor) Compliance Letter and annual Report on Compliance (ROC). The Contractor shall also provide the State with copies of quarterly network scans performed by an Approved Scan Vendor (ASV). The Contractor shall provide the documentation within thirty (30) calendar days of its receipt from the card associations or vendor. The Contractor shall also be a Payment Application Data Security Standard (PA-DSS) compliant service provider to ensure that all payment applications are PCI Compliant.

- A.15. Card Number Security. *Tennessee Code Annotated*, Section 47-18-126 specifically prohibits State agencies from printing more than five (5) digits of the card number or the expiration date on either the receipt retained by the agency or the receipt provided to the cardholder at the point of sale (printing restrictions do not apply to handwritten receipts or imprints). The Contractor's services provided under this Contract shall comply with *Tennessee Code Annotated*, Section 47-18-126.

The Contractor shall return a unique transaction identifier or tokenized card number with each authorization/rejection for all data capture methods so the entire card number is not required to be stored on State of Tennessee applications unless storing the card number is required by superseding federal or State law.

- A.16. Security. The Contractor shall ensure that all transactions are compliant with the most current version of PCI DSS or its successor. The Contractor will maintain and ensure data integrity and user confidentiality and privacy as described in Section E.8. of this Contract. The Contractor will ensure that security provisions described in the Contractor's proposal to the State are maintained throughout the length of this Contract. The Contractor will report any compromise or breach of network security involving State of Tennessee transactional data in accordance with *Tennessee Code Annotated*, Section 47-18-2107. Upon execution of this Contract the State will provide current Data Breach Notification Procedures and contact information for the personnel that are to be notified of any compromise or breach.

The Contractor shall cooperate with and provide requested information for any PCI security assessment, whether it is the option of the State or required.

- A.17. Europay, MasterCard, and Visa (EMV). The Contractor shall provide an EMV certified solution with the infrastructure and processing capabilities necessary to accept integrated circuit cards, "chip cards", and support PIN requirements by the implementation date of October 2015.



- A.18. Reporting. The Contractor shall provide a web-based online reporting solution hosted by the Contractor for the tracking of all transactions. The reporting solution shall comply with all applicable security policies and standards including PCI DSS, "State of Tennessee Enterprise Information Security Policies", and "State of Tennessee Policy 24 Electronic Commerce", as they are amended from time to time.

The Contractor shall control access to its reporting solution as required by the above-referenced "State of Tennessee Enterprise Information Security Policies" and in accordance with PCI DSS. The Department of Finance and Administration's Division of Accounts must approve agency requests for each employee's access to the reporting solution, and unlimited points of access must be provided. Each agency must be able to access reporting for all of its agency and MID levels but not to any other agencies' reporting solution levels. The Department of Finance and Administration's Division of Accounts shall have access to all reporting solution levels.

The Contractor's reporting solution shall allow customization so that information can be gathered and compiled at the statewide (corporate) level, agency level, and individual merchant identification number (MID) level. The reporting solution shall maintain transaction information for the duration of the contract.

The Contractor's reporting solution shall provide, but is not limited to the following daily reports:

- a. Captured and settled transactions (all card types) by MID detailed by transaction, in one report
- b. Authorization – detail and summary
- c. Chargeback and Retrievals
- d. Disputed Card Items
- e. e-Check Returns

The reporting solution shall provide the option to export all reports into the current version of Microsoft Excel. All daily reports should be available to review or download on the next business day.

The Contractor shall report in writing to the State all Service Fees (as defined in Section A.11.) on a monthly or other mutually agreed upon basis. The Contractor shall report data pertaining to Service Fees (as defined in Section A.11.) in a format mutually agreed upon in writing by the Contractor and the State which may include but is not limited to the Service Fees (as defined in Section A.11.) charged to participating MIDs.

- A.19. Notification of Rate Changes. The Contractor shall provide notification by e-mail to the State of all applicable industry-wide interchange, dues, assessments and other fee changes as soon as the changes are published on the Internet and provide an Internet website where the changes can be found.
- A.20. Statewide Rollout. The Contractor shall develop and implement a plan of the statewide rollout ("Statewide Rollout Plan") of services under this Contract to smoothly transition from the current contract. The Statewide Rollout Plan, which shall include an installation and implementation schedule, will be submitted to the State for review and approval within three (3) business days after the contract start date. The Contractor shall maintain and update the Statewide Rollout Plan as needed, with input and approval from the State, throughout the Contract term. This Plan shall include the Contractor's process and timeline to become certified with the State's existing application interfaces.
- A.21. Existing Application Interfaces. The Contractor must be able to process transactions and accept settlement files from existing systems.
- a. The Contractor shall be certified with System Innovators Inc.'s iNovah software package, the State's current point of sale cashiering application no later than ninety (90) calendar days after the contract start date. If during the term of this Contract the State's contract with System Innovators is terminated, the Contractor shall process transactions from the



subsequent cashiering application within ninety (90) calendar days of receiving notification by the State of the change in contractors.

- b. The Contractor shall be certified with Megasys Hospitality Management Systems' (HMS') Portfolio, Hospitality Management System, and its MegaTouch Point of Sale, the reservation system used by the Tennessee State Parks Division of the Department of Environment and Conservation no later than ninety (90) calendar days after the contract start date. If during the term of the Contract the State's contract with Megasys Hospitality Management Systems' is terminated, the Contractor shall process transactions from the subsequent reservation system within ninety (90) calendar days of receiving notification by the State of the change in contractors.
- c. The Contractor shall be certified with the State's current portal contractor, NICUSA, Inc no later than ninety (90) calendar days after the contract start date. If during the term of this Contract the State executes a portal services contract with a different contractor, the Contractor shall process transactions from the subsequent portal contractor within ninety (90) calendar days after notification by the State of the change in portal contractors.
- d. The Contractor shall be certified with Rev'd Up's Itinio Reservation System used by the Tennessee State Parks Division of the Department of Environment and Conservation no later than ninety (90) calendar days after the contract start date. If during the term of the Contract the State's contract with Rev'd Up is terminated, the Contractor shall process transactions from the subsequent reservation system within ninety (90) calendar days of receiving notification by the State of the change in contractors
- e. The Contractor shall be certified with Golf Now's Fore! Reservations used by the Tennessee State Parks Division of the Department of Environment and Conservation no later than ninety (90) calendar days after the contract start date. If during the term of the Contract the State's contract with Golf Now is terminated, the Contractor shall process transactions from the subsequent reservation system within ninety (90) calendar days of receiving notification by the State of the change in contractors

All interfaces for existing applications including upgrades or new versions must be supported by the Contractor at the Contractor's expense.

- A.22. Industry Support. The Contractor shall support and process industries including but not limited to lodging, hospitality and restaurant, food and beverage, and retail. The Contractor shall support specific lodging industry requirements such as, but not limited to, check-in/check-out dates, authorization amounts held until a later settlement time, multiple authorizations, reverse authorizations, and incremental authorizations.
- A.23. Alternate Site and Systems. The Contractor will establish and maintain an alternative processing arrangement adequate to resume immediately authorization and processing services provided under this agreement, in the event the Contractor's primary operation site or equipment is unavailable due to either human error, equipment failure, man-made or natural disaster.

In such event, the Contractor shall, within twenty-four (24) hours of the occurrence of such event, notify the State in writing.

- A.24. Compatible Equipment/Software. At the applicable agency's or the State's request, the Contractor shall provide equipment and/or software, including terminals, key pads or alternative devices necessary to process card transactions at merchant/sales locations. All equipment provided will be new, commercially available equipment. The Contractor will only provide and/or use PCI compliant equipment and software. The Contractor shall offer POS terminals capable of accepting EMV/Chip enabled cards. POS terminals capable of accepting contactless payment shall also be provided.

The Contractor shall provide routine and non-routine servicing and maintenance of equipment at each location on conditions and terms to be mutually agreeable to the Contractor and the State.



The Contractor shall reprogram or re-inject existing equipment to ensure compliance with any current State or federal laws or industry standards as well as any laws or standards that may be set forth at a future time. The Contractor shall provide technical support and troubleshooting help for the State of Tennessee's existing and future equipment. The Contractor shall replace broken equipment under warranty, when applicable, and serve as the State's advocate when handling equipment issues with the manufacturer. In the event of an equipment malfunction the Contractor shall repair or replace the malfunctioning equipment within forty-eight (48) hours of receipt of notification from the agency. In such an event when the malfunctioning equipment has to be replaced the Contractor shall ship the replacement equipment to the agency so it can be installed and functioning within the forty-eight (48) hour timeframe.

- A.25. Annual Business Analysis. The Contractor shall conduct annually at least one annual business analysis of services provided to the State with the goal of optimizing and improving the utilization of such services by all agencies. The Contractor shall report its findings which shall include annual transaction volumes by MID and/or by data capture method on the State's fiscal year from July 1 through June 30 and the amount of revenues paid the Contractor by MID during the fiscal year. Other pertinent statistics shall be reported including but not limited to the number of MIDs, average ticket size, mix of card types, effective interchange rates, etc. This report shall be provided within sixty (60) days of the State's fiscal year end.
- A.26. Merchant Category Code (MCC) Designation. The State desires to receive the best available rate with as many transactions as possible being coded with a qualified rate category, or other similar appropriate clearing level designation. The Contractor shall provide adequate coding and monitoring procedures to ensure the best and appropriate MCC is assigned to transactions.

The monitoring procedures shall include biannual reports to the State presenting transactions by agencies that are experiencing excessive downgrades with suggestions on how these downgraded transactions might be improved. The State acknowledges that each agency must adhere to the industry Interchange Fee data requirements that may be in effect from time to time in order to obtain the best available rate.

- A.27. Contract Services and Service Rates. The State permits the extension of the Contractor's services and service rates to political subdivisions of the State of Tennessee such as city and county governments and special districts as well as to the institutions of the University of Tennessee and the Tennessee Board of Regents. These extensions must be implemented through separate agreements between Contractor and the political subdivision or the institutions of the University of Tennessee or the Tennessee Board of Regents. Neither the State of Tennessee or the Department of Finance and Administration will be a party to such agreements or have any liability under such agreements.
- A.28. Project Staff. At a minimum, the State requires the Contractor to supply the following Core Team personnel:
- One (1) Project Manager with a minimum of two (2) years of current experience in managing large, complex projects with outstanding interpersonal and communication skills. The project manager must have management responsibility for project quality. He/she must have sufficient authority to act independently to resolve quality related issues at the project level. The project manager must maintain current knowledge of the project's status and be accessible to State project management. The Project Manager shall notify the State of all updates in the requirements mandated by the applicable card associations as well as any changes required by PCI DSS or its successor.
 - One (1) Customer Service Representative with a minimum of two (2) years of current experience as a Customer Service Representative with excellent analytical, interpersonal and communication skills. The Customer Service Representative is expected to be the lead role for the day-to-day operations and interactions that may occur between the State and the Contractor. Areas of knowledge should include, but not be limited to, transaction processing, settlements, data, and reconciliation of transactions and automated clearing house deposits and fees. If the Customer Service Representative cannot provide timely



and accurate solution to a reconciliation problem, the issue will escalate to the Project Manager for resolution.

- One (1) Technical Solutions Representative with a minimum of two (2) years of current experience participating in and coordinating system interfaces with outstanding interpersonal and communication skills. The technical solutions representative is expected to coordinate the successful resolution of technological issues that are encountered above and beyond day-to-day operations. Areas of action would include system interface certifications, connectivity issues, and reporting solution issues not related to end-user training.

Core Team personnel will be available for weekly conference calls during conversion and rollout and throughout the Contract as requested by the State. In addition, the Contractor will provide a customer service center which operates 24 hours a day, 365 days per year for day-to-day resolution of acceptance, authorization, processing or settlement issues.

- A.29. Technical Support, Performance Monitoring and Problem Resolution. The Contractor shall provide technical support for the successful management, operation and implementation of the proposed solution, which must operate 24 hours a day, 365 days per year.

The Contractor will monitor the performance of systems and upgrade as warranted to improve the efficiency of systems. The State shall be notified at least three (3) days in advance by e-mail of any system upgrades and updated at regular intervals by e-mail regarding the progress of system upgrades.

The State shall be notified by e-mail immediately but no later than 24 hours of problems with the network, hardware, or software and updated at regular intervals by e-mail regarding problem resolution.

- A.30. Training. The Contractor shall provide training sessions through delivery methods and at locations determined by the State and at times mutually agreeable to both the Contractor and the State. Agency staff attending these sessions will include staff from the business, accounting and technical areas.

The training sessions may include but are not limited to:

- Utilizing Contractor provided reporting solution
- Installing and utilizing equipment or software
- Training on PCI DSS requirements.
- Operating Contractor Prepaid Card System

In addition, the Contractor will provide continuation training by telephone to State staff members as part of its regular merchant services. Such training shall include but is not limited to applying for new MIDs, utilizing services provided under this contract, authorization and settlement processes, implications of processing cut-off times for settlement, reporting capability for reconciliation, and dispute and chargeback processes as well as other industry rules, terms and conditions.

- A.31. Prepaid Card System.

- a. The Contractor shall provide closed-loop prepaid card solutions to the State. Configuration of each system shall be determined at the MID level to allow for customization of acceptance location within each of the systems. The State must have the ability to add and remove locations after a system is operational. Prepaid cards must be loadable and redeemable on multiple platforms (i.e. Different POS systems) and through multiple terminal types as well as over the internet. All prepaid card activation and redemptions shall be processed real-time.



- b. Prepaid cards shall be reloadable and have no expiration date. Such cards shall not be dependent on a specific processor and shall be transferred to a new contractor without lapse in service if the current contract were to expire or terminate.
- c. The Contractor shall provide custom-printed magnetic stripe or chip enabled cards for each prepaid system. Artwork displayed on the card shall be provided by the State and approved in writing before card production.
- d. All sales and redemptions of cards shall be available through a web-based online reporting solution as described in A.18. All monthly reports and other transaction management reports shall be available in tab and or comma delimited formats for exporting and importing into other report templates. The Contractor shall also provide a resource for card holders to inquiry on card balance either by telephone or internet. A link to the internet resource shall be provided for inclusion on the State's website.
- e. The federal Department of the Treasury, Financial Crimes Enforcement Network has promulgated regulations intended to reduce financial criminal activity and money laundering (76 FR 45403-02, Rules and Regulations, Department of the Treasury, Financial Crimes Enforcement Network, 31 CFR Parts 1010 and 1022, RIN 1506-AB07). The Contractor must comply with the applicable portions of these regulations.

Within these regulations, closed-loop prepaid card systems, such as those required by this Contract, may be exempted from the requirements of the regulations cited above, provided that the dollar amounts associated with these cards are below certain thresholds.

To be exempted, the Contractor's Merchant Services solution must reject any transaction, or set of transactions, that would result in a given prepaid card being associated with more than \$2,000 in any one day. This includes the impact of aggregated transactions for additional dollar amounts; for example, if a closed-loop gift card has a value of \$1,500, and the holder spends \$1,000, and then subsequently reloads \$600 before the end of the day, this prepaid access would not be exempted because \$2,100 has been associated with the prepaid access within one day.

The Contractor's Merchant services solution must maintain a record of any rejected transactions, with reporting capabilities to allow the State, or other authorized parties, to audit the transactions.

- A.32. Communication Plan. The Contractor shall develop a communication plan ("Communication Plan") which details the procedures for the distribution of information to the State. The Communication Plan shall be submitted to the State for review and approval. Throughout the Contract term, the Contractor shall update the Communication Plan as needed with input and approval from the State.

B. CONTRACT PERIOD:

This Contract shall be effective for the period beginning May 26, 2015, and ending on May 25, 2020. The Contractor hereby acknowledges and affirms that the State shall have no obligation for services rendered by the Contractor which were not performed within this specified contract period.

C. PAYMENT TERMS AND CONDITIONS:

- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Contract exceed Seventeen Million Dollars (\$17,000,000.00). The payment rates in section C.3 shall constitute the entire compensation due the Contractor for all service and Contractor obligations hereunder regardless of the difficulty, materials or equipment required. The payment rates include, but are not limited to, all applicable taxes, fees, overheads, and all other direct and indirect costs incurred or to be incurred by the Contractor.



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

- 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's compensation received from the State shall not exceed the Contract Maximum Liability established in Section C.1. The Contractor's compensation shall be contingent upon the satisfactory completion of services as defined in the Scope of Services section of this Contract. The Contractor shall be compensated as follows:
- a. The Contractor shall be compensated for items listed in the Scope of Services either by:
 - i. automated clearing house debit to the Account (as defined above in Section A.12.1.) based on the actual costs paid by the Contractor for the credit card associations' and the debit networks' interchange, dues, assessments and fees and the Unit Prices set forth in Attachment C to this Contract; or
 - ii. Service Fees charged to the cardholders by the Contractor comprised of (a) 2.35% of card items or (b) \$0.9500 per E-Check upon settlement. The State shall not be liable for the "Service Fees."
 - b. The Contractor shall be compensated for Non-Prepriced Items (NPIs) pursuant to Contract Section E.18, without a formal amendment of this contract based upon the payment rates detailed in Contract Attachment C and as agreed pursuant to said Section E.18, PROVIDED THAT compensation to the Contractor for such NPIs shall not exceed Eight Hundred Two Thousand Five Hundred Ninety Dollars (\$802,590.00). If, at any point during the Contract period, the State determines that the estimated cost of necessary NPIs would exceed said maximum amount, the State shall amend this Contract to address the need.
- 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 but at least monthly, with all necessary supporting documentation, to:

Department of Finance and Administration
Division of Accounts – Cash Management
Attn: Carrie Dawson
312 Rosa L. Parks Avenue
21st Floor Tennessee Tower
Nashville, TN 37243

- b. Each invoice shall clearly and accurately detail all of the following required information (calculations must be extended and totaled correctly).

- (1) Invoice Number (assigned by the Contractor)



- (2) Invoice Date
- (3) Contract Number (assigned by the State)
- (4) Customer Account Name: Division of Accounts, Department of Finance and Administration
- (5) Customer Account Number (assigned by the Contractor to the above-referenced Customer)
- (6) Contractor Name
- (7) Contractor Tennessee Edison Registration ID Number Referenced in Preamble of this Contract
- (8) Contractor Contact for Invoice Questions (name, phone, and/or fax)
- (9) Contractor Remittance Address
- (10) Description of Delivered Service
- (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
 - v. Total Amount Due for the invoice period

c. The Contractor shall submit the invoice with the following details:

- (1) Summary Invoice. A summary of all charges for all MID's detailed by MCC, card type, and card type rates, Contractor fees, and equipment charges. The total of the Summary Invoice shall match the amount of the automated clearing house withdrawal. (Sample Summary Invoice is presented in Attachment D.)
- (2) Billing Detail by MID. An individual invoice for each MID detailed by MCC, card type, and card type rates, Contractor fees, and equipment charges. The individual Billing Detail by MID amounts shall total the Summary Invoice. (Sample Billing Detail by MID is presented in Attachment E.)
- (3) Fee Per MID. A downloadable Excel invoice listing each MID and the fee amount charged to that MID, which should agree to the Billing Detail by MID. The grand total shall match the amount of the Summary Invoice. (Sample Fee per MID is presented in Attachment F.)

d. The Contractor understands and agrees that an invoice 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) only be submitted for completed service and shall not include any charge for future work;
- (3) not include sales tax or shipping charges; and
- (4) initiate the timeframe for payment (and any discounts) only when the State is in receipt of the invoice and the invoice meets the minimum requirements of this section C.5.

C.6. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any payment, invoice, or 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 or any contract between the Contractor and the State of Tennessee any amounts, which are or shall become due and payable to the State of Tennessee by the Contractor.
- C.9. Prerequisite Documentation. The Contractor shall not invoice the State under this Contract until the State has received the following documentation properly completed.
- 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 signed by the contract parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this contract, said officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.2. Modification and Amendment. This Contract may be modified only by a written amendment signed by all parties hereto and approved by both the officials who approved the base contract and, depending upon the specifics of the Contract as amended, any additional officials required by Tennessee laws and regulations (said officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.3. Termination for Convenience. The State may terminate this Contract without cause for any reason. Said termination shall not be deemed a breach of contract by the State. The State shall give the Contractor at least thirty (30) days written notice before the effective termination date. The Contractor shall be entitled to compensation for satisfactory, authorized service completed as of the termination date, but in no event shall the State be liable to the Contractor for compensation for any service which has not been rendered. Upon such termination, the Contractor shall have no right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- D.4. Termination for Cause. If the Contractor fails to properly perform its obligations under this Contract in a timely or proper manner, or if the Contractor violates any terms of this Contract, the State shall have the right to immediately terminate the Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the above, the Contractor shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Contract by the Contractor.
- D.5. Assignment and Subcontracting. The Contractor shall not enter into a subcontract for any of the goods or services provided under this Contract without the prior written approval of the State which approval shall not be unreasonably withheld. Notwithstanding any use of the approved subcontractors, the Contractor shall be the prime contractor and responsible for compliance with all terms and conditions of this Contract. The State reserves the right to request additional



information before approving the use of subcontractors in fulfilling the Contractor's obligations under this Contract.

The Contractor shall not assign this Contract without the prior approval of the State, which approval shall not be unreasonably withheld; provided, however that notwithstanding the foregoing, this Contract may be assigned without any such consent to any entity (whether an affiliate of a party or a third party) that acquires all or substantially all of the party's business or assets pertaining to the Services by merger, asset acquisition or other reorganization upon reasonable notice to the State so long as the assignee is qualified to do business in the State of Tennessee and so long as the assignee contracts with the State of Tennessee. In addition, if Contractor assigns this Agreement to a third party during the Term then the following provisions shall apply. If the assignee has a net worth of less than \$25 million at the time of such assignment, then the State may require the assignee to obtain an annual performance bond substantially in the form of Attachment G to this Agreement (the "Performance Bond"), and in that event the assignee shall maintain the Performance Bond throughout the Term as security for such assignee's continued performance of the Services described in this Agreement. The maximum amount of the Performance Bond shall be Five Hundred Thousand Dollars (\$500,000).

With respect to an outstanding Performance Bond, the occurrence of any of the following events shall constitute a Performance Bond Default: (i) the issuer of such Performance Bond shall fail to maintain a Credit Rating of at least "A-" by S&P or "A3" by Moody's, (ii) the issuer of the Performance Bond shall fail to comply with or perform its obligations under such Performance Bond if such failure shall be continuing after the lapse of any applicable grace period; (iii) the issuer of such Performance Bond shall disaffirm, disclaim, repudiate or reject, in whole or in part, or challenge the validity of, such Performance Bond; or (iv) such Performance Bond shall expire or terminate, or shall fail or cease to be in full force and effect at any time during the term of any transaction under this Agreement provided, however, that no Performance Bond Default shall occur in any event with respect to a Performance Bond after the time such Performance Bond is required to be canceled in accordance with the terms of this Agreement. A Performance Bond Default shall constitute a material breach of this Agreement.

- D.6. Conflicts of Interest. The Contractor warrants that no part of the total Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Contractor in connection with any work contemplated or performed relative to this Contract.

The Contractor acknowledges, understands, and agrees that this Contract shall be null and void if the Contractor is, or within the past six months has been, an employee of the State of Tennessee or if the Contractor is an entity in which a controlling interest is held by an individual who is, or within the past six months has been, an employee of the State of Tennessee.

- D.7. Nondiscrimination. The Contractor hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the Contractor on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law. The Contractor shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.8. Prohibition of Illegal Immigrants. The requirements of Tenn. Code Ann. § 12-3-309 addressing the use of illegal immigrants in the performance of any contract to supply goods or services to the state of Tennessee, shall be a material provision of this Contract, a breach of which shall be grounds for monetary and other penalties, up to and including termination of this Contract.

- a. The Contractor agrees that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this Contract. The Contractor shall reaffirm this attestation, in writing, by



submitting to the State a completed and signed copy of the document at Attachment A, hereto, semi-annually during the period of this Contract. Such attestations shall be maintained by the Contractor and made available to State officials upon request.

- b. Prior to the use of any subcontractor in the performance of this Contract, and semi-annually thereafter, during the period of this Contract, the Contractor shall obtain and retain a current, written attestation that the subcontractor shall not knowingly utilize the services of an illegal immigrant to perform work under this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant to perform work under this Contract. Attestations obtained from such subcontractors shall be maintained by the Contractor and made available to state officials upon request.
 - c. The Contractor shall maintain records for all personnel used in the performance of this Contract. Said records shall be subject to review and random inspection at any reasonable time upon reasonable notice by the State.
 - d. The Contractor understands and agrees that failure to comply with this section will be subject to the sanctions of Tenn. Code Ann. § 12-3-309 for acts or omissions occurring after its effective date.
 - e. For purposes of this Contract, "illegal immigrant" shall be defined as any person who is not either a United States citizen, a Lawful Permanent Resident, or a person whose physical presence in the United States is authorized or allowed by the federal Department of Homeland Security and who, under federal immigration laws and/or regulations, is authorized to be employed in the U.S. or is otherwise authorized to provide services under the Contract.
- D.9. Records. The Contractor shall maintain documentation for all charges under this Contract. The books, records, and documents of the Contractor, insofar as they relate to work performed or money received under this Contract, shall be maintained for a period of three (3) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the State, the Comptroller of the Treasury, or their duly appointed representatives. The financial statements shall be prepared in accordance with generally accepted accounting principles.
- D.10. 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.11. Progress Reports. The Contractor shall submit brief, periodic, progress reports to the State as requested.
- D.12. 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.13. 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.14. State Liability. The State shall have no liability except as specifically provided in this Contract.
- D.15. 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, or epidemics.
- D.16. State and Federal Compliance. The Contractor shall comply with all applicable State and Federal laws and regulations in the performance of this Contract.
- D.17. 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.18. 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.19. 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.20. Headings. Section headings of this Contract are for reference purposes only and shall not be construed as part of this Contract.
- D.21. HIPAA Compliance. The State and Contractor, if applicable to the scope of Services hereunder, shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Health Information Technology for Economic and Clinical Health (HITECH) Act and any other relevant laws and regulations regarding privacy (collectively the "Privacy Rules"). In such case the following provisions shall apply:
- a. Contractor warrants to the State that it is familiar with the requirements of the Privacy Rules, and will comply with all applicable requirements in the course of this Contract.
 - b. Contractor warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of the Contract so that both parties will be in compliance with the Privacy Rules.
 - c. The State and the Contractor will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably necessary to keep the State and Contractor in compliance with the Privacy Rules. This provision shall not apply if information received or delivered by the parties under this Contract is NOT "protected health information" as defined by the Privacy Rules, or if the Privacy Rules permit the parties to receive or deliver such information without entering into a business associate agreement or signing another such document.
 - d. The Contractor will indemnify the State and hold it harmless for any violation by the Contractor or its subcontractors of the Privacy Rules. This includes the costs of responding to a breach of



protected health information, the costs of responding to a government enforcement action related to the breach, and any fines, penalties, or damages paid by the State because of the violation.

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

The State:

Carrie Dawson, Director of Cash Management
Department of Finance and Administration,
Division of Accounts – Cash Management
312 Rosa L. Parks Avenue,
21st Floor Tennessee Tower
Nashville, TN 37243-1102
Carrie.Dawson@tn.gov
Telephone # 615.741.9562

The Contractor:

Virginia Richardson, Sales Executive Client Manager
Link2Gov Corp
113 Seaboard Lane, Suite A-250
Franklin, TN 37067
Virginia.Richardson@fisglobal.com
Telephone # 615.870.4183

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

- E.3. Subject to Funds Availability. The Contract is subject to the appropriation and availability of State and/or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate the Contract upon written notice to the Contractor. Said termination shall not be deemed a breach of Contract by the State. Upon receipt of the written notice, the Contractor shall cease all work associated with the Contract. Should such an event occur, the Contractor shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Contractor shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- E.4. Tennessee Consolidated Retirement System. The Contractor acknowledges and understands that, subject to statutory exceptions contained in *Tennessee Code Annotated*, Section 8-36-801, *et. seq.*, the law governing the Tennessee Consolidated Retirement System (TCRS), provides that if a retired member of TCRS, or of any superseded system administered by TCRS, or of any local retirement fund established pursuant to *Tennessee Code Annotated*, Title 8, Chapter 35, Part 3 accepts state employment, the member's retirement allowance is suspended during the period of the employment. Accordingly and notwithstanding any provision of this Contract to the contrary, the Contractor agrees that if it is later determined that the true nature of the working relationship between the Contractor and the State under this Contract is that of "employee/employer" and not that of an independent contractor, the Contractor, if a retired



member of TCRS, may be required to repay to TCRS the amount of retirement benefits the Contractor received from TCRS during the period of this Contract.

E.5 Tennessee Department of Revenue Registration. The Contractor shall be registered with the Department of Revenue for the collection of Tennessee sales and use tax. This registration requirement is a material requirement of this Contract.

E.6. Debarment and Suspension. The Contractor certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:

- a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or State department or agency;
- b. have not within a three (3) year period preceding this Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, State, or local) transaction or grant under a public transaction; violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
- c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, State, or local) with commission of any of the offenses detailed in section b. of this certification; and
- d. have not within a three (3) year period preceding this Contract had one or more public transactions (federal, State, or local) terminated for cause or default.

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

E.7. Insurance. The Contractor shall carry adequate liability and other appropriate forms of insurance.

- a. The Contractor shall maintain, at minimum, the following insurance coverage:
 - i. Comprehensive Commercial General Liability (including personal injury & property damage, premises/operations, independent contractor, contractual liability and completed operations/products) with 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.
- b. At any time State may require the Contractor to provide a valid Certificate of Insurance detailing Coverage Description; Insurance Company & Policy Number; Exceptions and Exclusions; Policy Effective Date; Policy Expiration Date; Limit(s) of Liability; and Name and Address of Insured. Failure to provide required evidence of insurance coverage shall be a material breach of this Contract.

E.8. 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.9. Incorporation of Additional Documents. Each of the following documents is included as a part of this Contract by reference. In the event of a discrepancy or ambiguity regarding the Contractor's duties, responsibilities, and performance under this Contract, these items shall govern in order of precedence below.

- a. this Contract document (excluding the items listed at subsections b. through f., below);
- b. any Contract attachments or exhibits;
- c. any clarifications of or addenda to the Contractor's proposal seeking this Contract;
- d. the State solicitation, as may be amended, requesting proposals in competition for this Contract;
- e. any technical specifications provided to respondents during the procurement process to award this Contract;
- f. the Contractor's proposal seeking this Contract.

E.10. 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.11. Contractor Commitment to Diversity. The Contractor shall comply with and make reasonable business efforts to exceed the commitment to diversity represented by the Contractor's proposal responding to RFP 31701-05041 (RFP Attachment 6.2, Section B, Item B.15) and resulting in this Contract.

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

E.12. Interchange, Dues, Assessments and Fees. The Contractor shall maintain documentation of the actual costs for the credit card associations' and the debit networks' interchange, dues, assessments and fees paid by the Contractor. The Contractor shall provide such documentation as well as documentation of the credit card associations' and the debit networks' interchange descriptions, rates and fees at the State's request. The Contractor shall maintain such documentation in accordance with Section D.9. Records.



- E.13. Performance Standard Guarantee Standards. The Contractor agrees the following performance standard shall be met upon successful implementation in accordance with the approved installation and implementation schedule.

Assuming that national electronic payment networks and communication networks are working properly, card transaction processing shall be continuous.

Guarantee. If none of the State's MIDs have the capability to authorize transactions for a twenty four (24) hour period, the Contractor's compensation shall be reduced by \$500 for each such 24-hour lapse of service ("Guarantee Payment"). The imposition of a Guarantee Payment shall be in addition to any amounts the Contractor may owe the State under this Contract. The State specifically reserves its rights to claim for damages or other relief from Contractor arising from any breach of Contractor's obligations under this Contract..

Waiver of Reduction. The State shall notify the Contractor in writing within ten (10) calendar days of any reduction in compensation to be made pursuant to this Section. The Guarantee Payment may be waived by the State upon presentation of written documentation from the Contractor showing that the standard was not met for reasons beyond the Contractor's reasonable control. Such documentation must be submitted to the State within ten (10) calendar days of the issuance of a notice of reduction.

- E.14. Contract Services Transition. Upon conclusion of this Contract for whatever reason (expiration or termination), the Contractor shall assist the State to ensure an orderly transfer of responsibility and/or continuity of those services required under the terms of the contract to an organization designated by the State, if requested in writing. The State shall provide the Contractor with at least sixty (60) days' notice prior to the conclusion of the Contract of the State's request for transition assistance. The Contractor shall discontinue providing the service or accepting new assignments under the terms of this Contract, in a manner and on the date specified by the State, in order to insure the completion of such service prior to the termination of the Contract.
- E.15. 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. NOTWITHSTANDING THE FOREGOING, CONTRACTOR SHALL NOT BE LIABLE FOR ANY SPECIAL OR PUNITIVE DAMAGES EVEN IF CONTRACTOR WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.
- E.16. Disclosure of Personal Identity Information. The Contractor shall report to the State any instances of unauthorized disclosure of confidential information. Any such report shall be made by the Contractor within twenty-four (24) hours after the instance has come to the attention of the Contractor. The Contractor, at the sole discretion of the State, shall for a period of twelve (12) months following an unauthorized disclosure or such longer period as may be required by applicable law, provide no cost credit monitoring services for individuals that are deemed to be part of a disclosure resulting from a breach of Contractor's systems due to Contractor's failure to establish and maintain procedural, physical, and electronic safeguards designed to meet industry standards. Additionally, in the event of such a breach, the Contractor shall bear the cost of notification to individuals having personal identity information involved in an actual disclosure event, including individual letters and/or public notice.
- E.17. Reserved
- E.18. Catalog of Services Supplements (Non-Prepriced Items).
- a. During the term of this contract, the State may request that the Contractor update the Catalog of Services with additional line items, otherwise known as "Non-Prepriced Items" or "NPIs." The NPIs shall be within the general scope of services. The State shall provide the Contractor with a written description of the NPI, and the Contractor shall submit a price to the State for the NPI.



- b. The State requires that the pricing offered to the State for NPIs be competitive with pricing offered to the market in general. The Contractor agrees that if during the Term of the Contract the Contractor enters into an agreement with any other governmental customer, by which it agrees to provide equivalent Services, then, upon the request of the State the Contractor shall provide to the State documentation that substantiates the pricing offered to the State as it compares to such government entities taking into account the length of the Agreement, the size and scope of Services to be delivered and any other factor that significantly impacts price or cost of operations. This may include, but is not limited to, costs incurred by the Contractor for payment processing and other component costs.
- c. For any input resource that is a component of an NPI, or for the NPI itself, the State shall have the option to require the Contractor to obtain three (3) bids for the item(s) in question. If the State invokes this option, the Contractor must incorporate the item(s) with the lowest bid price into its NPI proposed cost. In this event, the Contractor will provide to the State records of the bid and evaluation process to substantiate that the lowest bid price(s) were used.
- d. If the State and Contractor reach an agreement regarding the service(s) and the cost(s) associated with the NPI, the State will add the new line item(s) to Contract Attachment C, Catalog of Services, through a memorandum to the project file.
- e. All Contractor, Supplier, or Subcontractor pricing information used in determining the price(s) for NPIs shall be subject to audit by the State, the Tennessee Comptroller of the Treasury, or their duly appointed representatives. Such audit shall be performed during normal business hours upon reasonable notice by the State.

E.19. Intellectual Property. The Contractor agrees to indemnify and hold harmless the State of Tennessee as well as its officers, agents, and employees from and against any and all claims or suits which may be brought against the State by a third party concerning or arising out of any claim that a service or deliverable infringes any patent, copyright, trade secret or other intellectual property right. In any such claim or action brought against the State, the Contractor shall, subject to Section E15, satisfy and indemnify the State for the amount of any settlement or final judgment, and the Contractor shall be responsible for all legal or other fees or expenses arising from any such claim. Contractor shall not be liable to the extent such claim arises from: (a) use of a service or deliverable in a manner or for a purpose not described in this Contract; (b) use of a service or deliverable in combination with computer programs, processes, hardware, software, data, systems, or services owned, licensed or provided by someone other than Contractor, its subcontractors or agents pursuant to the Contract; (c) the State's products or services; (d) modification, change, amendment, customization, or adaptation of any service or deliverable not made or provided by Contractor; or (e) the State's unreasonable failure to implement corrections or changes provided by Contractor. If a claim of infringement has been asserted, or in Contractor's opinion is about or likely to be asserted, Contractor may, at its option either: (1) procure for the State the right to continue using the service or deliverable; (2) replace or modify the service or deliverable so that it becomes non-infringing; or (3) terminate the portion of any applicable SOW and refund all pre-paid fees covering future use of the service or deliverable. The State shall give the Contractor notice of any such claim or suit and full right and opportunity to conduct the Contractor's own defense thereof, however, the failure of the State to give such notice shall only relieve Contractor of its obligations under this Section to the extent Contractor can demonstrate actual prejudice arising from the State's failure to give notice. This Section shall not grant the Contractor, through its attorneys, the right to represent the State of Tennessee in any legal matter, as provided in Tenn. Code Ann. § 8-6-106.

E.20. Hold Harmless. The Contractor agrees to defend indemnify and hold harmless the State of Tennessee as well as its officers, agents, and employees from and against any and all Claims, as defined herein, asserted by a third party against the State, and shall indemnify and hold harmless the State from and against any damages, costs, and expenses of such third party awarded against the State by a final court judgment or an agreement settling such Claims in accordance



with this Section and subject to Section E15. The term "Claim" means any action, litigation, or claim by a third party alleging: (i) personal injury or property damage caused by Contractor's negligence or willful misconduct in connection with this Agreement; or (ii) Contractor's failure to comply with any federal laws, rules and regulations applicable to FIS as a provider of a service. The Contractor further agrees it shall be liable for the reasonable cost of attorneys for the State to enforce the terms of this Contract. The obligation to indemnify under this Section E20 is contingent upon the State reasonably cooperating during defense and settlement efforts.

In the event of any suit or claim, the parties shall give each other immediate notice and provide all necessary assistance to respond and the State shall give the Contractor full right and opportunity to conduct the Contractor's own defense. The failure of the State to give notice shall only relieve the Contractor of its obligations under this Section to the extent that the Contractor can demonstrate actual prejudice arising from the failure to give notice. This Section shall not grant the Contractor, through its attorneys, the right to represent the State in any legal matter, as the right to represent the State is governed by Tenn. Code Ann. § 8-6-106. In connection with Contractor's indemnification obligations for claims under E.19, and or for claims under E.20 regarding claims that have or could have an adverse effect on the Contractor or for which the Contractor would be liable or would suffer damage to its reputation, the Contractor's counsel will collaborate with the State's counsel in determining the strategy and course of the litigation, and in any event, no admission, concession, consent judgment, default judgment or settlement of such claim or any part thereof shall be made without the consent of the State's counsel.

IN WITNESS WHEREOF,

LINK2GOV CORP, AN AFFILIATE OF FIDELITY INFORMATION SERVICES, LLC:

Tommy L Seeds 3-10-15
 CONTRACTOR SIGNATURE DATE
Tommy L Seeds, Controller Sales Finance
 PRINTED NAME AND TITLE OF CONTRACTOR SIGNATORY (above)

DEPARTMENT OF FINANCE AND ADMINISTRATION:

Larry B. Martin Digitally signed by Felenceo Hill
 LARRY B. MARTIN, COMMISSIONER Date: 2015.04.02 15:01:11 -05'00'
 DATE



ATTACHMENT A

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.

Tammy L Seeds

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.

Tammy L Seeds Controller Sales Finance

PRINTED NAME AND TITLE OF SIGNATORY

3-10-15

DATE OF ATTESTATION



ATTACHMENT B

MERCHANT AGREEMENT

After contract award and prior to Contract approval, the State shall insert the mutually agreed-upon merchant agreement following this page.



CHASE Paymenttech

SUBMITTER MERCHANT PAYMENT PROCESSING INSTRUCTIONS AND GUIDELINES

Paymenttech, LLC ("Paymenttech" or "we", "us" or "our" and the like), for itself and on behalf of JPMorgan Chase Bank, N.A. ("Member"), is very excited about the opportunity to join Link2Gov, Corp in providing you with state-of-the-art payment processing services. When your Customers pay you through Link2Gov, Corp, you may be the recipient of a Card funded payment. The organizations that operate these Card systems (such as Visa U.S.A., Inc. and MasterCard International Incorporated; collectively, the "Payment Brands") require that you (i) enter into a direct contractual relationship with an entity that is a member of the Payment Brand and (ii) agree to comply with Payment Brand Rules as they pertain to applicable Card Transaction you submit through Link2Gov, Corp. You are also required to fill out an Application with Paymenttech. The Application provides Paymenttech with information relative to your processing practices and expectations.

By executing this document, you are fulfilling the Payment Brand Rule of entering into a direct contractual relationship with a member, and you are agreeing to comply with Payment Brand Rules as they pertain to Transactions you submit for processing through the Link2Gov, Corp service. We understand and acknowledge that you have contracted with Link2Gov, Corp to obtain Card processing services on your behalf and that Link2Gov, Corp may have agreed to be responsible for your obligations to us for such Transactions and as set forth in these guidelines.

The following information is designed to inform and assist you as we begin our relationship.

1. Your Acceptance of Cards

- You agree to comply with all Payment Brand Rules, as may be applicable to you and in effect from time. You understand that we may be required to modify these instructions and guidelines in order to comply with requirements imposed by the Payment Brands.
- In offering payment options to your customers, you may elect any one of the following options. These acceptance options above apply only to domestic transactions:
 - (1) Accept *all* types of Visa and MasterCard cards, including consumer credit and debit/check cards, and commercial credit and debit/check cards;
 - (2) Accept *only* Visa and MasterCard credit cards and commercial cards (If you select this option, you must accept all consumer credit cards (but not consumer debit/check cards) and all commercial card products, including business debit/check cards); or
 - (3) Accept *only* Visa and MasterCard consumer debit/check cards (If you select this option, you must accept all consumer debit/check card products (but not business debit/check cards) and refuse to accept any kind of credit cards).
- If you choose to limit the types of Visa and MasterCard cards you accept, you must display appropriate signage to indicate acceptance of the limited acceptance category you have selected (that is, accept only debit/check card products or only credit and commercial products).
- For recurring transactions, you must obtain a written request or similar authentication from your Customer for the goods and/or services to be charged to the Customer's Card, specifying the frequency of the recurring charge and the duration of time during which such charges may be made.

2. Settlements

- Upon our receipt of your Transactions, we will process your Transactions to facilitate the funds transfer between the various Payment Brands, you and Link2Gov, Corp. Unless otherwise agreed to by the parties, after we receive credit for such Transactions, we will provide provisional credit to one or more of the Bank Account(s) you designate herein under the "Funding Schedule" section.
- You must not submit Transactions for payment until the goods are delivered, shipped, or the services are performed. If a Customer disputes being charged for merchandise or services before receiving them, the result may be a Chargeback to you.

3. Chargebacks



- You may receive a Chargeback for a number of reasons. The following are some of the most common reasons for Chargebacks, but in no way is this meant to be an exhaustive list of all Chargeback reasons:
 - (1) You do not issue a refund to a Customer upon the return or non-delivery of goods or services;
 - (2) An authorization/approval code was required and not obtained;
 - (3) The Transaction was fraudulent;
 - (4) The Customer disputes the Card sale or the signature on the sale documentation, or claims that the sale is subject to a set-off, defense or counterclaim; or
 - (5) The Customer refuses to make payment for a Card sale because in the Customer's good faith opinion, a claim or complaint has not been resolved, or has been resolved by you but in an unsatisfactory manner.

4. Data Security and Privacy

- By signing below, you represent to us that you do not have access to any Card Information (such as the Customer's primary account number, expiration date, security code or personal identification number) and you will not request access to such Card Information from Link2Gov, Corp. In the event that you do happen to receive Card Information in connection with the processing services provided by Link2Gov, Corp or Paymentech under these guidelines, you agree that you will not use it for any fraudulent purpose or in violation of any Payment Brands or applicable law and you will comply with all applicable Payment Brand Rules and Security Standards. If at any time you believe that Card Information has been compromised, you must notify us promptly and assist in providing notification to the proper parties. You must ensure your compliance with all Security Standards that are applicable to you and which may be published from time to time by the Payment Brands. If any Payment Brand requires an audit of you due to a data security compromise event or suspected event, you agree to cooperate with such audit. You may not use any Card Information other than for the sole purpose of completing the Transaction authorized by the Customer for which the information was provided to you, or as specifically allowed by Payment Brand Rules, or required by law. In the event of your failure, including bankruptcy, insolvency or other suspension of business operations, you shall not sell, transfer or disclose any materials that contain Transaction information or Card Information to third parties.

5. Funding Schedule

- In order to receive funds from Paymentech, you must maintain one or more bank account(s) at a bank that is a member of the Automated Clearing House ("ACH") system and the Federal Reserve wire system (the "Bank Account"). You must designate at least one Bank Account for the deposit and settlement of funds and the debit of any fees and costs associated with Paymentech's processing of the Transactions (all such designated Bank Accounts shall be collectively referred to herein as the "Settlement Account"). You authorize Paymentech to initiate electronic credit and debit entries and adjustments to your Settlement Account in accordance with this Section 5. We will not be liable for any delays in receipt of funds or errors in Settlement Account entries caused by third parties, including but not limited to delays or errors by the Payment Brands or your bank.
- Unless otherwise agreed to by the parties, the proceeds payable to the Settlement Account shall be equal to the amounts received by us in respect of your Card transactions less all Chargebacks, Customer refunds and other applicable charges. Such amounts will be paid into the Settlement Account promptly following our receipt of the funds. If the proceeds payable to the Settlement Account do not represent sufficient credits, or the Settlement Account does not have a sufficient balance to pay amounts due from you under these guidelines, we may pursue one or more of the following options: (i) demand and receive immediate payment for such amounts; (ii) debit a Bank Account for the amount of the negative balance; (iii) withhold settlement payments to the Settlement Account until all amounts are paid, (iv) delay presentation of refunds until a payment is made to us of a sufficient amount to cover the negative balance; and (v) pursue any remedies we may have at law or in equity.
- Unless and until we receive written instructions from you to the contrary, all amounts payable by Paymentech to you will be deposited in the Settlement Account designated and authorized by you as set forth below:

Name of Bank: _____

ABA No.: _____

Account No.: _____

Account Name: _____

Reference: _____



6. Convenience Fee Transactions. You and Link2Gov, Corp hereby agree that

- (i) all Convenience Fee Transactions will be submitted by Link2Gov to Paymentech under that certain Submitter Agreement entered into by and between Link2Gov and Paymentech; (ii) all Card transactions will be submitted by Link2Gov on your behalf to Paymentech under the terms of these Payment Processing Instructions and Guidelines, (iii) all Paymentech processing fees, interchange and assessment fees, or other fees that may arise from or relate to the Convenience Fee Transaction shall be paid by Link2Gov, (iv) all Paymentech processing fees, interchange and assessment fees, or other fees that may apply associated with Card transactions shall be paid by Link2Gov, (v) all Chargebacks (but not chargeback fees), returns and similar charges arising from or relating to Card transactions shall be paid by you, (vi) all Chargebacks, Chargeback fees, funds transfer fees, returns and similar charges arising from or relating to Convenience Fee Transactions shall be paid by Link2Gov, (vii) all funds transfer fees, Chargeback fees and similar charges related to Card transactions shall be paid by Link2Gov (viii) all settlement funds for Convenience Fee Transactions will be paid directly to a bank account designated by Link2Gov, and (ix) all settlement funds for Card transactions will be paid directly to a bank account designated by you in accordance with the Funding Schedule Section 5.

7. Definitions

"Application" is a statement of your financial condition, a description of the characteristics of your business or organization, and related information you have previously or concurrently submitted to us, including credit and financial information.

"Card" is an account, or evidence of an account, authorized and established between a Customer and a Payment Brand, or representatives or members of a Payment Brand that you accept from Customers as payment for a good or service. Payment Instruments include, but are not limited to, credit and debit cards, stored value cards, loyalty cards, electronic gift cards, authorized account or access numbers, paper certificates and credit accounts.

"Chargeback" is a reversal of a Transaction you previously presented to Paymentech pursuant to Payment Brand Rules.

"Convenience Fee Transaction" is a Transaction representing a charge to a customer's Card for the convenience of using the payment channel offered by you and Link2Gov, Corp.

"Customer" is the person or entity to whom a Card is issued or who is otherwise authorized to use a Payment Instrument.

"Member" is JPMorgan Chase Bank, N.A. or other entity providing sponsorship to Paymentech as required by all applicable Payment Brand. Your acceptance of Payment Brand products is extended by the Member.

"Payment Brand" is any payment method provider whose payment method is accepted by Paymentech for processing, including, but not limited to, Visa, U.S.A., Inc., MasterCard International, Inc., Discover Financial Services, LLC and other credit and debit card providers, debit network providers, gift card and other stored value and loyalty program providers. Payment Brand also includes the Payment Card Industry Security Standards Council.

"Payment Brand Rules" are the bylaws, rules, and regulations, as they exist from time to time, of the Payment Brands.

"Card Information" is information related to a Customer or the Customer's Card, that is obtained by you or Link2Gov, Corp from the Customer's Card, or from the Customer in connection with his or her use of a Card (for example a security code, a PIN number, or the customer's zip code when provided as part of an address verification system). Without limiting the foregoing, such information may include a the Card account number and expiration date, the Customer's name or date of birth, PIN data, security code data (such as CVV2 and CVC2) and any data read, scanned, imprinted, or otherwise obtained from the Payment Instrument, whether printed thereon, or magnetically, electronically or otherwise stored thereon.

"Paymentech", "we", "our", and "us" is Paymentech, LLC, a Delaware limited liability company, having its principal office at 14221 Dallas Parkway, Dallas, Texas 75254.

"Security Standards" are all rules, regulations, standards or guidelines adopted or required by the Payment Brands or the Payment Card Industry Security Standards Council relating to privacy, data security and the safeguarding, disclosure and handling of Payment Instrument Information, including but not limited to the Payment Card Industry Data Security Standards ("PCI DSS"), Visa's Cardholder Information Security Program ("CISP"), Discover's Information Security & Compliance Program, American Express's Data Security Operating Policy, MasterCard's Site Data Protection Program ("SDP"), Visa's Payment Application Best Practices ("PABP"), the Payment Card Industry's Payment Application Data Security Standard ("PA DSS"), MasterCard's POS Terminal Security program and the Payment Card Industry PIN Entry Device Standard, in each case as they may be amended from time to time.

"Transaction" is a transaction conducted between a Customer and you utilizing a Card in which consideration is exchanged between the Customer and you.

[Signature page to follow]



Please acknowledge your receipt of these instructions and guidelines and your agreement to comply therewith.

Agreed and Accepted by:

MERCHANT LEGAL NAME (Print or Type)

Address (Print or Type)

By (authorized signature)

By, Name, Title (Print or Type)

Date

Agreed and Accepted by:

Link2Gov, Corp

113 Seaboard Lane, Suite A250, Franklin, TN 37067

Address (Print or Type)

By (authorized signature)

By, Name, Title (Print or Type)

Date

Agreed and Accepted by:

PAYMENTECH, LLC for itself and on behalf of JPMORGAN CHASE BANK, N.A.

By:

Print Name: David Miller

Title: Managing Director, Credit Portfolio Management

Date:

Address: 4 Northeastern Boulevard, Salem, NH 03079



ATTACHMENT C

CATALOG OF SERVICES - UNIT PRICES

After contract award and prior to Contract approval, the State shall insert the mutually agreed-upon catalog of services – unit prices following this page.



ATTACHMENT C

CATALOG OF SERVICES - UNIT PRICES

Item Description	Cost					
	Unit	Contract Year 1	Contract Year 2	Contract Year 3	Contract Year 4	Contract Year 5
Authorization and Processing Fees: (Contract Sections A.2, A.4, A.6, A.9, & A.12)						
American Express -Percentage Rate per \$ Volume (.XXXX%) (includes PIN-less debit transactions)	/ \$ Volume	0.0500	0.0500	0.0500	0.0500	0.0500
American Express - Cost per Item (\$.XXXX) (includes PIN-less debit transactions)	/ Item	0.1200	0.1200	0.1200	0.1200	0.1200
Discover - Percentage Rate per \$ Volume (.XXXX%) (includes PIN-less debit transactions)	/ \$ Volume	0.0500	0.0500	0.0500	0.0500	0.0500
Discover - Cost per Item (\$.XXXX) (includes PIN-less debit transactions)	/ Item	0.1200	0.1200	0.1200	0.1200	0.1200
MasterCard -Percentage Rate per \$ Volume (.XXXX%) (includes PIN-less debit transactions)	/ \$ Volume	0.0500	0.0500	0.0500	0.0500	0.0500
MasterCard - Cost per Item (\$.XXXX) (includes PIN-less debit transactions)	/ Item	0.1200	0.1200	0.1200	0.1200	0.1200
Visa - Percentage Rate per \$ Volume (.XXXX%) (includes PIN-less debit transactions)	/ \$ Volume	0.0500	0.0500	0.0500	0.0500	0.0500
Visa- Cost per Item (\$.XXXX) (includes PIN-less debit transactions)	/ Item	0.1200	0.1200	0.1200	0.1200	0.1200
Virtual Terminal Transaction - Cost per Item (\$.XXXX)	/ Item	0.0000	0.0000	0.0000	0.0000	0.0000
On-line Debit Card (PIN-based) - Cost per Item (\$.XXXX)	/ Item	0.1200	0.1200	0.1200	0.1200	0.1200
E-Check - Cost per Item (\$.XXXX)	/ Item	0.0700	0.0700	0.0700	0.0700	0.0700
Government Program: (Contract Section A.11)						
Service Fee Percentage Rate per \$ Volume (X.XXXX%)	/ \$ Volume	2.3500	2.3500	2.3500	2.3500	2.3500
E-Check - Cost per Item (\$.XXXX)	/ Item	0.9500	0.9500	0.9500	0.9500	0.9500
Other Charges: (Contract Section A.13)						
Chargeback Fee	/ Chargeback	15.0000	15.0000	15.0000	15.0000	15.0000
E-check Return Fee	/ Return	3.0000	3.0000	3.0000	3.0000	3.0000
Purchase of Compatible Equipment: (Contract Sections A.17 & A.24) (1-time purchase cost not a monthly cost); (includes all costs to function, shipping/handling, and all servicing and maintenance)						
Purchase of Magnetic Card Reader: Device Type: ID-Tech Model - IDMB-336133B	/ Reader	75.0000	75.0000	75.0000	75.0000	75.0000
Purchase of EMV Level 1 & 2 Compliant POS Terminal & Software Device Type: VeriFone MX850 and all necessary cables	/ Terminal	742.0000	742.0000	742.0000	742.0000	742.0000



Purchase of EMV Level 1 & 2 Compliant POS Terminal & Software Device Type: VeriFone MX870 and all necessary cables	/ Terminal	769.0000	769.0000	769.0000	769.0000	769.0000
Purchase of EMV Level 1 & 2 Compliant POS Terminal & Software Device Type: VeriFone Mx915 and all necessary cables	/ Terminal	844.0000	844.0000	844.0000	844.0000	844.0000
Payment Application Development: (Contract Section A.5)						
New Application Setup (1-time set-up cost not a monthly cost)	/ Application	500.0000	500.0000	500.0000	500.0000	500.0000
Web Development Fee for basic web page(s) (1-time set-up cost not a monthly cost)	/ Application	3000.0000	3000.0000	3000.0000	3000.0000	3000.0000
Web Development Hourly Rate for customized web page(s)	/ Hour	120.0000	120.0000	120.0000	120.0000	120.0000
Hosting and Maintenance Fee per Month	/ Application per Month	0.0000	0.0000	0.0000	0.0000	0.0000
Prepaid Card System: (Contract Section A.31)						
System Setup (1-time setup cost not a monthly cost)	/ Closed-Loop System	50.0000	50.0000	50.0000	5.0000	5.0000
Database & Online Administration	/ Closed-Loop System per Month	11.0000	11.0000	11.0000	11.0000	11.0000
Prepaid Card Activation - Per Item Cost	/ Card	0.1200	0.1200	0.1200	0.1200	0.1200
Prepaid Card Reloading - Per Item Cost	/ Transaction	0.1200	0.1200	0.1200	0.1200	0.1200
Prepaid Card Redemption - Per Item Cost	/ Transaction	0.1200	0.1200	0.1200	0.1200	0.1200
Balance Inquiry - Per Item Cost	/ Inquiry	0.1200	0.1200	0.1200	0.1200	0.1200
Custom Printed Cards - Per Item Cost	/ 1,000 Cards	0.4500	0.4500	0.4500	0.4500	0.4500



ATTACHMENT D

Sample Summary Invoice
(sample presents the required data items but the layout may vary)



**Summary Invoice
For State of Tennessee**

14th Floor, Division of Accounts
W.R. Snodgrass Bldg
312 Rosa L. Parks Avenue North
Nashville, TN 37243

Contract Number
Contractor Name
Contractor Remittance Address
Contractor Federal Employer Identification Number
Contractor Contact
Contact Phone Number:

Account name:
Account/Customer Number:
Invoice Reference Number:
Service for the Month of _____, Year
Invoice Date:
Page: #

Description	Quantity	Code (e.g. MCC)	\$ Volume	% per \$ Volume	\$ per item	Total
INTERCHANGE, DUES, ASSESSMENTS, FEES AND RATES						
Visa (e.g. CPS/Retail 2 for Select Emerging Markets Credit)	X,XXX	(e.g. VCR2)	\$XXX,XXX.XX	XX.XXXX	\$ X.XX	\$ XXX.XX
MasterCard (e.g. Merit III)	X,XXX	(e.g. MM3)	\$XXX,XXX.XX	XX.XXXX	\$ X.XX	\$ XXX.XX
Debit Cards (e.g. Star Tier 3 Retail)	X,XXX	XXXX	\$XXX,XXX.XX	XX.XXXX	\$ X.XX	\$ XXX.XX
Discover Rate	X,XXX		\$XXX,XXX.XX	XX.XXXX		\$ XXX.XX
American Express Rate	X,XXX		\$XXX,XXX.XX	XX.XXXX		\$ XXX.XX
Total for Interchange, Dues, Assessments, Fees, Rates:						\$ XXX.XX
AUTHORIZATION AND PROCESSING FEES						
Visa	X,XXX		\$ XXX,XXX.XX	XX.XXXX	\$ X.XX	\$ XXX.XX
MasterCard	X,XXX		\$ XXX,XXX.XX	XX.XXXX	\$ X.XX	\$ XXX.XX
Discover - POS	X,XXX		\$ XXX,XXX.XX	XX.XXXX	\$ X.XX	\$ XXX.XX
Discover - Internet	X,XXX		\$ XXX,XXX.XX	XX.XXXX	\$ X.XX	\$ XXX.XX
American Express - POS	X,XXX		\$ XXX,XXX.XX		\$ X.XX	\$ XXX.XX
American Express - Internet	X,XXX		\$ XXX,XXX.XX		\$ X.XX	\$ XXX.XX
Debit Cards	X,XXX				\$ X.XX	\$ XXX.XX
Virtual Terminal	X,XXX				\$ X.XX	\$ XXX.XX
Total for Authorization and Processing Fees:						\$ XXX.XX
EQUIPMENT FEES						
(e.g. Terminal and Software charges)	X,XXX				\$ X.XX	\$ XXX.XX
(e.g. Terminal and Software charges)	X,XXX				\$ X.XX	\$ XXX.XX
Total for Equipment Fees:						\$ XXX.XX
EQUIPMENT MAINTENANCE FEES						
Monthly Maintenance/Support for POS Terminal & Software	X,XXX				\$ X.XX	\$ XXX.XX
Total for Equipment Maintenance Fees:						\$ XXX.XX
MERCHANT IDENTIFICATION # FEES						
New Merchant Identification Number Setup	X,XXX				\$ X.XX	\$ XXX.XX
Merchant Identification Number Maintenance	X,XXX				\$ X.XX	\$ XXX.XX
Total for Merchant Identification # Fees:						\$ XXX.XX
Grand Total						\$



ATTACHMENT E

Sample Billing Detail by MID

(The sample follows this page; sample presents the required data items but the layout may vary)



**Billing Detail by MID
For State of Tennessee**

14th Floor, Division of Accounts
W.R. Snodgrass Bldg
312 Rosa L. Parks Avenue North
Nashville, TN 37243

Merchant Name:
Merchant ID:

Contract Number
Contractor Name
Contractor Remittance Address
Contractor Federal Employer Identification Number
Contractor Contact
Contact Phone Number:

Account name:
Account/Customer Number:
Invoice Reference Number:
Service for the Month of _____, Year
Invoice Date:
Page: #

Description	Quantity	Code (e.g. MCC)	\$ Volume	% per \$ Volume	\$ per item	Total
INTERCHANGE, DUES, ASSESSMENTS, FEES AND RATES						
Visa (e.g. CPS/Retail 2 for Select Emerging Markets Credit)	X,XXX	(e.g. VCR2)	\$XXX,XXX.XX	XX.XXXX	\$ X.XX	\$ XXX.XX
MasterCard (e.g. Merit III)	X,XXX	(e.g. MM3)	\$XXX,XXX.XX	XX.XXXX	\$ X.XX	\$ XXX.XX
Debit Cards (e.g. Star Tier 3 Retail)	X,XXX	XXXX	\$XXX,XXX.XX	XX.XXXX	\$ X.XX	\$ XXX.XX
Discover Rate	X,XXX		\$XXX,XXX.XX	XX.XXXX		\$ XXX.XX
American Express Rate	X,XXX		\$XXX,XXX.XX	XX.XXXX		\$ XXX.XX
Total for Interchange, Dues, Assessments, Fees, Rates:						\$ XXXXX
AUTHORIZATION AND PROCESSING FEES						
Visa	X,XXX		\$ XXX,XXX.XX	XX.XXXX	\$ X.XX	\$ XXX.XX
MasterCard	X,XXX		\$ XXX,XXX.XX	XX.XXXX	\$ X.XX	\$ XXX.XX
Discover - POS	X,XXX		\$ XXX,XXX.XX	XX.XXXX	\$ X.XX	\$ XXX.XX
Discover - Internet	X,XXX		\$ XXX,XXX.XX	XX.XXXX	\$ X.XX	\$ XXX.XX
American Express - POS	X,XXX		\$ XXX,XXX.XX		\$ X.XX	\$ XXX.XX
American Express - Internet	X,XXX		\$ XXX,XXX.XX		\$ X.XX	\$ XXX.XX
Debit Cards	X,XXX				\$ X.XX	\$ XXX.XX
Virtual Terminal	X,XXX				\$ X.XX	\$ XXX.XX
Total for Authorization and Processing Fees:						\$ XXXXX
EQUIPMENT FEES						
(e.g. Terminal and Software charges)	X,XXX				\$ X.XX	\$ XXX.XX
(e.g. Terminal and Software charges)	X,XXX				\$ X.XX	\$ XXX.XX
Total for Equipment Fees:						\$ XXXXX
EQUIPMENT MAINTENANCE FEES						
Monthly Maintenance/Support for POS Terminal & Software	X,XXX				\$ X.XX	\$ XXX.XX
Total for Equipment Maintenance Fees:						\$ XXXXX
MERCHANT IDENTIFICATION # FEES						
New Merchant Identification Number Setup	X,XXX				\$ X.XX	\$ XXX.XX
Merchant Identification Number Maintenance	X,XXX				\$ X.XX	\$ XXX.XX
Total for Merchant Identification # Fees:						\$ XXXXX
Grand Total						\$



Attachment G

Performance Bond

PERFORMANCE BOND

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

KNOW ALL BY THESE PRESENTS:

That we,

(Name of Principal)

(Address of Principal)
as "Principal," and

(Name of Surety)

(Address of Surety)

as "Surety," acknowledge ourselves indebted and securely bound and held unto the State of Tennessee as "Obligee," and in the penal sum of _____ Dollars (\$ _____), good and lawful money of the United States of America, for the use and benefit of those entitled thereto, for the payment of which, well and truly to be made, we bind ourselves, our heirs, our administrators, executors, successors, and assigns, jointly and severally, firmly by these presents.

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

WHEREAS, the Obligee has engaged the Principal for a sum not to exceed Contract Maximum Liability: _____ Dollars (\$ _____) to complete the work detailed in the Contract Scope of Services.



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

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

PROVIDED, HOWEVER, that in no event shall the Surety's liability exceed the penal sum of this bond.

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

_____ day of _____
WITNESS: _____

(Name of Principal)

Tammy L Seeds

(Authorized Signature of Principal)

Tammy L Seeds

(Name of Signatory)

Controller Sales Finance

(Title of Signatory)

(Name of Surety)

(Signature of Attorney-in-Fact)

(Name of Attorney-in-Fact)

(Tennessee License Number of Surety)

Amendment Request

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

APPROVED

CHIEF PROCUREMENT OFFICER

DATE

Agency request tracking #	31701-05043	
1. Procuring Agency	F&A Division of Accounts	
2. Contractor	Link2Gov Corp, an affiliate of Fidelity Information Services, LLC	
3. Edison contract ID #	45449	
4. Proposed amendment #	1	
5. Contract's Original Effective Date	May 26, 2015	
6. Current end date	May 25, 2020	
7. Proposed end date	May 25, 2021	
8. Current Maximum Liability or Estimated Liability	\$ 17,000,000.00	
9. Proposed Maximum Liability or Estimated Liability	\$ 23,800,000.00	
10. Strategic Technology Solutions Pre-Approval Endorsement Request – information technology service (N/A to THDA)	<input type="checkbox"/> Not Applicable <input checked="" type="checkbox"/> Attached	
11. eHealth Pre-Approval Endorsement Request – health-related professional, pharmaceutical, laboratory, or imaging	<input checked="" type="checkbox"/> Not Applicable <input type="checkbox"/> Attached	
12. Human Resources Pre-Approval Endorsement Request – state employee training service	<input checked="" type="checkbox"/> Not Applicable <input type="checkbox"/> Attached	
13. Explain why the proposed amendment is needed	<p>The program area is currently developing an RFP to obtain these services. The State's ultimate goal is for the new contract to be an enterprise-wide solution, with additional functionality (including tokenization to provide increased security). The current contract has seen volume growth, reduced transaction rates, and increased adoption by agencies to allow credit card and other electronic payments. The program area believes that it is necessary to extend the end date of the current contract for an additional year, to provide a longer overlap period between the old and new contracts to enable the agencies to make needed system changes if a new provider is selected. This overlap will help to ensure that current users of the system have sufficient time to transition from the old contract, while new users/applications would be expected to come online</p>	

Agency request tracking #	31701-05043
under the new contract.	
14. If the amendment involves a change in Scope, describe efforts to identify reasonable, competitive, procurement alternatives to amending the contract.	
The scope remains the same.	
Signature of Agency head or authorized designee, title of signatory, and date (the authorized designee may sign his or her own name if indicated on the Signature Certification and Authorization document)	



CONTRACT AMENDMENT COVER SHEET

Agency Tracking # 31701-05043	Edison ID 45449	Contract # N/A	Amendment # 1		
Contractor Legal Entity Name Link2Gov Corp, an affiliate of Fidelity Information Services, LLC			Edison Vendor ID 89753		
Amendment Purpose & Effect(s) Amendment extends contract end date and increases contract value.					
Amendment Changes Contract End Date: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO		End Date: May 25, 2021			
TOTAL Contract Amount INCREASE or DECREASE per this Amendment (zero if N/A):			\$ 6,800,000.00		
Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
2015			\$545,696.60		\$545,696.60
2016			\$4,490,082.05		\$4,490,082.05
2017			\$4,205,660.12		\$4,205,660.12
2018			\$3,592,052.97		\$3,592,052.97
2019			\$3,400,508.26		\$3,400,508.26
2020			\$3,815,000.00		\$3,815,000.00
2021			\$3,751,000.00		\$3,751,000.00
TOTAL:			\$23,800,000.00		\$23,800,000.00
Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.				<i>CPO USE</i>	
Speed Chart (optional) N/A		Account Code (optional) 70803000			

**AMENDMENT 1
OF CONTRACT 45449**

This Amendment is made and entered by and between the State of Tennessee, Department of Finance and Administration, hereinafter referred to as the "State" and Link2Gov Corp, an affiliate of Fidelity Information Services, LLC, hereinafter referred to as the "Contractor." For good and valuable consideration, the sufficiency of which is hereby acknowledged, it is mutually understood and agreed by and between said, undersigned contracting parties that the subject contract is hereby amended as follows:

1. Contract section B is deleted in its entirety and replaced with the following:

B. CONTRACT PERIOD:

This Contract shall be effective for the period beginning May 26, 2015, and ending on May 25, 2021. The Contractor hereby acknowledges and affirms that the State shall have no obligation for services rendered by the Contractor which were not performed within this specified contract period.

2. Contract section C.1 is deleted in its entirety and replaced with the following:

- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Contract exceed Twenty-Three Million, Eight Hundred Thousand Dollars, and No Cents (\$23,800,000.00). The payment rates in section C.3 shall constitute the entire compensation due the Contractor for all service and Contractor obligations hereunder regardless of the difficulty, materials or equipment required. The payment rates include, but are not limited to, all applicable taxes, fees, overheads, and all other direct and indirect costs incurred or to be incurred by the Contractor.

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

3. Contract section E.16 is deleted in its entirety and replaced with the following.

- E.16. Personally Identifiable Information. While performing its obligations under this Contract, Contractor may have access to Personally Identifiable Information held by the State ("PII"). For the purposes of this Contract, "PII" includes "Nonpublic Personal Information" as that term is defined in Title V of the Gramm-Leach-Bliley Act of 1999 or any successor federal statute, and the rules and regulations thereunder, all as may be amended or supplemented from time to time ("GLBA") and personally identifiable information and other data protected under any other applicable laws, rule or regulation of any jurisdiction relating to disclosure or use of personal information ("Privacy Laws"). Contractor agrees it shall not do or omit to do anything which would cause the State to be in breach of any Privacy Laws. Contractor shall, and shall cause its employees, agents and representatives to: (i) keep PII confidential and may use and disclose PII only as necessary to carry out those specific aspects of the purpose for which the PII was disclosed to Contractor and in accordance with this Contract, GLBA and Privacy Laws; and (ii) implement and maintain appropriate technical and organizational measures regarding information security to: (A) ensure the security and confidentiality of PII; (B) protect against any threats or hazards to the security or integrity of PII; and (C) prevent unauthorized access to or use of PII. Contractor shall immediately notify State: (1) of any disclosure or use of any PII by Contractor or any of its employees, agents and representatives in breach of this Contract; and (2) of any disclosure of any PII to

Contractor or its employees, agents and representatives where the purpose of such disclosure is not known to Contractor or its employees, agents and representatives. The State reserves the right to review Contractor's policies and procedures used to maintain the security and confidentiality of PII and Contractor shall, and cause its employees, agents and representatives to, comply with all reasonable requests or directions from the State to enable the State to verify or ensure that Contractor is in full compliance with its obligations under this Contract in relation to PII. Upon termination or expiration of the Contract or at the State's direction at any time in its sole discretion, whichever is earlier, Contractor shall immediately return to the State any and all PII which it has received under this Contract and shall destroy all records of such PII.

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

4. Contract Section E.17 is deleted in its entirety and replaced with the following:

E.17. Contractor Hosted Services Confidential Data, Audit, and Other Requirements.

a. "Confidential State Data" is defined as data deemed confidential by State or Federal statute or regulation. The Contractor shall protect Confidential State Data as follows:

- (1) The Contractor shall ensure that all Confidential State Data is housed in the continental United States, inclusive of backup data.
- (2) The Contractor shall encrypt Confidential State Data at rest and in transit using the current version of Federal Information Processing Standard ("FIPS") 140-2 validated encryption technologies.
- (3) The Contractor and the Contractor's processing environment containing Confidential State Data shall either (1) be in accordance with at least one of the following security standards: (i) International Standards Organization ("ISO") 27001; (ii) Federal Risk and Authorization Management Program ("FedRAMP"); or (2) be subject to an annual engagement by a CPA firm in accordance with the standards of the American Institute of Certified Public Accountants ("AICPA") for a System and Organization Controls for service organizations ("SOC") Type II audit. The State shall approve the SOC audit control objectives. The Contractor shall provide proof of current ISO certification or FedRAMP authorization for the Contractor and Subcontractor(s), or provide the State with the Contractor's and Subcontractor's annual SOC Type II audit report within 30 days from when the CPA firm provides the audit report to the Contractor or Subcontractor. The Contractor shall submit corrective action plans to the State for any issues included in the audit report within 30 days after the CPA firm provides the audit report to the Contractor or Subcontractor.

If the scope of the most recent SOC audit report does not include all of the current State fiscal year, upon request from the State, the Contractor must provide to the State a letter from the Contractor or Subcontractor stating whether the Contractor or Subcontractor made any material changes to their

control environment since the prior audit and, if so, whether the changes, in the opinion of the Contractor or Subcontractor, would negatively affect the auditor's opinion in the most recent audit report.

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

- (4) The Contractor must annually perform Penetration Tests and Vulnerability Assessments against its Processing Environment. "Processing Environment" shall mean the combination of software and hardware on which the Application runs. "Application" shall mean the computer code that supports and accomplishes the State's requirements as set forth in this Contract. "Penetration Tests" shall be in the form of attacks on the Contractor's computer system, with the purpose of discovering security weaknesses which have the potential to gain access to the Processing Environment's features and data. The "Vulnerability Assessment" shall be designed and executed to define, identify, and classify the security holes (vulnerabilities) in the Processing Environment. The Contractor shall allow the State, at its option, to perform Penetration Tests and Vulnerability Assessments on the Processing Environment.
- (5) Upon State request, the Contractor shall provide a copy of all Confidential State Data it holds. The Contractor shall provide such data on media and in a format determined by the State.
- (6) Upon termination of this Contract and in consultation with the State, the Contractor shall destroy all Confidential State Data it holds (including any copies such as backups) in accordance with the current version of National Institute of Standards and Technology ("NIST") Special Publication 800-88. The Contractor shall provide a written confirmation of destruction to the State within ten (10) business days after destruction.

b. Minimum Requirements

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

c. Comptroller Audit Requirements

Upon reasonable notice and at any reasonable time, the Contractor and Subcontractor(s) agree to allow the State, the Comptroller of the Treasury, or their duly appointed representatives to perform information technology control audits of the Contractor and all Subcontractors used by the Contractor. Contractor will maintain and cause its Subcontractors to maintain a complete

audit trail of all transactions and activities in connection with this Contract. Contractor will provide to the State, the Comptroller of the Treasury, or their duly appointed representatives access to Contractor and Subcontractor(s) personnel for the purpose of performing the information technology control audit.

The information technology control audit may include a review of general controls and application controls. General controls are the policies and procedures that apply to all or a large segment of the Contractor's or Subcontractor's information systems and applications and include controls over security management, access controls, configuration management, segregation of duties, and contingency planning. Application controls are directly related to the application and help ensure that transactions are complete, accurate, valid, confidential, and available. The audit shall include the Contractor's and Subcontractor's compliance with the State's Enterprise Information Security Policies and all applicable requirements, laws, regulations or policies.

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

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

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

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

Amendment Effective Date. The revisions set forth herein shall be effective May 1, 2019. All other terms and conditions of this Contract not expressly amended herein shall remain in full force and effect.

IN WITNESS WHEREOF,

LINK2GOV CORP, AN AFFILIATE OF FIDELITY INFORMATION SERVICES, LLC:

SIGNATURE

DATE

PRINTED NAME AND TITLE OF SIGNATORY (above)

DEPARTMENT OF FINANCE AND ADMINISTRATION:

STUART MCWHORTER, COMMISSIONER

DATE