TN Department of Safety & Homeland Security

May 3, 2019

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

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

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

RE: Proposed Amendment 4 to Edison Contract ID NV 52022

Dear Director Carsner, Chief Perry, and Comptroller Wilson:

The Department of Safety and Homeland Security (TDOSHS) is requesting the approval to amend the current forty-eight (48) month contract with Idemia Identity & Security USA, LLC for continued maintenance, support, and possible enhancement of the existing driver license self-service kiosks located throughout the state.

The Contractor will continue to ensure that maintenance, support, and potential enhancements are offered to the State for the self-service kiosks throughout the term of the contract if the maximum liability is increased and the contract end date is extended.

Through the amendment, the agency seeks to add appropriate funding for the upgrades and continuing maintenance and support, so there is no disruption of kiosk services, which include the production of driver licenses and identification licenses. These core services will be included in the new credential production and issuance solution being sought through Request for Proposals (RFP) 34901-00605, which is currently in progress, with a Contractor Signature Deadline of August 1, 2019. Amending the current Contract for an additional seven (7) months shall allow the new services to be implemented based on the scope of service of the new Contract, as well as, allow for a transition from one set of services to another. We

wish to ensure that there is no disruption in services during the time it takes for the RFP solicitation event to be completed and the time needed for a transition to a new solution.

Through the amendment, we seek to extend the Contract for an additional seven (7) months, for a total of fifty-four (54) months. The current maximum liability of $2,169,697.00 will be increased by an additional $527,083.31 for a total of $2,696,780.31.

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

Sincerely,

Sonya Hadley, Budget Director

Cc: Shoney Naquin, Procurement Supervisor
Sandra Braber-Grove, Assistant General Counsel

Supplemental Documentation Required for Fiscal Review Committee

Instructions:

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

Supplemental Documentation Required for Fiscal Review Committee

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

Supplemental Documentation Required for Fiscal Review Committee

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

Supplemental Documentation Required for Fiscal Review Committee

*Contact Name:	Shoney Naquin	*Contact Phone:	(615) 251-5238
*Presenter's name(s):	Sandra Braber-Grove, Assistant Commissioner Lori Bullard, Sonya Hadley, Michael Hogan		
Edison Contract Number: (*if applicable*)	NV 52022	RFS Number: (*if applicable*)	34901-00235
*Original or Proposed Contract Begin Date:	October 1, 2016	*Current or Proposed End Date:	April 30, 2021
Current Request Amendment Number: (*if applicable*)	Four (4)		
Proposed Amendment Effective Date: (*if applicable*)	July 5, 2019		
*Department Submitting:	Safety and Homeland Security		
*Division:	Fiscal Services		
*Date Submitted:	May 3, 2019		
*Submitted Within Sixty (60) days:	Yes		
If not, explain:			
*Contract Vendor Name:	Idemia Identity & Security USA, LLC		
*Current or Proposed Maximum Liability:	$ 2,696,780.31		
*Estimated Total Spend for Commodities:	$ 0		

*Current or Proposed Contract Allocation by Fiscal Year:
(as Shown on Most Current Fully Executed Contract Summary Sheet)

FY: 2017	FY: 2018	FY: 2019	FY: 2020	FY: 2021	
$ 440,000.00	$ 735,947.00	$ 775,000.00	$ 600,000.00	$145,833.31	

*Current Total Expenditures by Fiscal Year of Contract:
(attach backup documentation from Edison)

FY: 2017	FY: 2018	FY: 2019	FY: 2020	FY: 2021	
$ 249,166.71	$ 217,916.64	$ 777,535.64	$	$	

IF Contract Allocation has been greater than Contract Expenditures, please give the reasons and explain where surplus funds were spent:	Not Applicable
IF surplus funds have been carried forward, please give the reasons and provide the authority for the carry forward provision:	Not Applicable
IF Contract Expenditures exceeded Contract Allocation, please give the reasons and explain how funding was acquired to pay the overage:	Not Applicable

Supplemental Documentation Required for Fiscal Review Committee

*Contract Funding Source/Amount:			
State:	$ 2,696,780.31	Federal:	$0
Interdepartmental:	$0	*Other*:	$0
If "*other*" please define:		N/A	
If "*interdepartmental*" please define:		N/A	

Dates of All Previous Amendments or Revisions: (*if applicable*)	Brief Description of Actions in Previous Amendments or Revisions: (*if applicable*)
October 2016	Increase maximum liability due to enhancement
September 2017	Update scope, extend end date, increase max. liability
April 2018	Change Contractor name due to tax ID change

Method of Original Award: (*if applicable*)	Sole Source Contract
*What were the projected costs of the service for the entire term of the contract prior to contract award? How was this cost determined?	$500,000.00; This cost was determined through quotes provided by the Sole Source Contractor.
*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.	Other potential vendors could not provide this service due to intellectual property constraints with MorphoTrust USA, LLC (now Idemia Identity & Security USA, LLC). The requested continued maintenance and support services needed for the self-service kiosks could only be acquired through the sole-source procurement method, because the kiosks were designed, implemented, and are currently being maintained by this Contractor. The software being utilized in the kiosks is the intellectual property of the Contractor; therefore, it cannot be supported by another Contractor.

Purchase Orders against a Co	18

Contract Number = 00000000000000000000052022

Contract	Contract Line #	Unit	PO No.	PO Date
00000000000000000000052022	1	34901	0000033504	12/12/2016
00000000000000000000052022	1	34901	0000033714	1/4/2017
00000000000000000000052022	1	34901	0000033740	1/6/2017
00000000000000000000052022	1	34901	0000034386	3/6/2017
00000000000000000000052022	1	34901	0000034392	3/6/2017
00000000000000000000052022	1	34901	0000034394	3/7/2017
00000000000000000000052022	1	34901	0000034395	3/7/2017
00000000000000000000052022	1	34901	0000034760	4/6/2017
00000000000000000000052022	1	34901	0000035041	5/2/2017
00000000000000000000052022	1	34901	0000035557	6/8/2017
00000000000000000000052022	1	34901	0000035750	6/28/2017
00000000000000000000052022	2	34901	0000036226	8/3/2017
00000000000000000000052022	2	34901	0000036848	9/14/2017
00000000000000000000052022	1	34901	0000037057	10/3/2017
00000000000000000000052022	1	34901	0000037420	11/9/2017
00000000000000000000052022	1	34901	0000037602	12/1/2017
00000000000000000000052022	1	34901	0000037947	1/3/2018
00000000000000000000052022	2	34901	0000038295	2/8/2018
NV00000000000000000000052022	2	34901	0000038999	4/25/2018
NV00000000000000000000052022	2	34901	0000039000	4/25/2018
NV00000000000000000000052022	2	34901	0000039001	4/25/2018
NV00000000000000000000052022	2	34901	0000039064	5/3/2018
NV00000000000000000000052022	2	34901	0000039383	6/7/2018
NV00000000000000000000052022	2	34901	0000039584	6/30/2018
NV00000000000000000000052022	2	34901	0000039600	6/30/2018
NV00000000000000000000052022	3	34901	0000039935	8/6/2018
NV00000000000000000000052022	2	34901	0000040224	9/11/2018
NV00000000000000000000052022	2	34901	0000040417	10/8/2018
NV00000000000000000000052022	3	34901	0000040661	11/20/2018
NV00000000000000000000052022	3	34901	0000040665	11/20/2018
NV00000000000000000000052022	1	34901	0000040799	12/10/2018
NV00000000000000000000052022	1	34901	0000040800	12/10/2018
NV00000000000000000000052022	1	34901	0000040817	12/12/2018
NV00000000000000000000052022	3	34901	0000040817	12/12/2018
NV00000000000000000000052022	2	34901	0000041093	1/16/2019
NV00000000000000000000052022	2	34901	0000041289	2/6/2019
NV00000000000000000000052022	2	34901	0000041561	3/5/2019
NV00000000000000000000052022	2	34901	0000041776	4/3/2019

PO Amount	Contract Max. Amt	Contract Remaining Amt
$ 38,333.34	$ 1,569,697.00	$ 1,262,196.97
$ 19,166.67	$ 1,569,697.00	$ 1,262,196.97
$ 19,166.67	$ 1,569,697.00	$ 1,262,196.97
$ 38,333.34	$ 1,569,697.00	$ 1,262,196.97
$ 19,166.67	$ 1,569,697.00	$ 1,262,196.97
$ 19,166.67	$ 1,569,697.00	$ 1,262,196.97
$ 19,166.67	$ 1,569,697.00	$ 1,262,196.97
$ 19,166.67	$ 1,569,697.00	$ 1,262,196.97
$ 19,166.67	$ 1,569,697.00	$ 1,262,196.97
$ 19,166.67	$ 1,569,697.00	$ 1,262,196.97
$ 19,166.67	$ 1,569,697.00	$ 1,262,196.97
$ 19,166.67	$ 1,569,697.00	$ 1,262,196.97
$ 19,166.67	$ 1,569,697.00	$ 1,262,196.97
$ 19,166.67	$ 1,569,697.00	$ 1,262,196.97
$ 14,583.33	$ 1,569,697.00	$ 1,262,196.97
$ 14,583.33	$ 1,569,697.00	$ 1,262,196.97
$ 14,583.33	$ 1,569,697.00	$ 1,262,196.97
$ 14,583.33	$ 1,569,697.00	$ 1,262,196.97
$ 14,583.33	$ 2,169,167.00	$ 1,597,275.05
$ 14,583.33	$ 2,169,167.00	$ 1,597,275.05
$ 14,583.33	$ 2,169,167.00	$ 1,597,275.05
$ 14,583.33	$ 2,169,167.00	$ 1,597,275.05
$ 14,583.33	$ 2,169,167.00	$ 1,597,275.05
$ 14,583.33	$ 2,169,167.00	$ 1,597,275.05
$ 14,583.33	$ 2,169,167.00	$ 1,597,275.05
$ 14,583.33	$ 2,169,167.00	$ 1,597,275.05
$ 14,583.33	$ 2,169,167.00	$ 1,597,275.05
$ 14,583.33	$ 2,169,167.00	$ 1,597,275.05
$ 14,583.33	$ 2,169,167.00	$ 1,597,275.05
$ 307,727.00	$ 2,169,167.00	$ 1,597,275.05
$ 14,583.33	$ 2,169,167.00	$ 1,597,275.05
$ 14,583.33	$ 2,169,167.00	$ 1,597,275.05
$ 30,832.00	$ 2,169,167.00	$ 1,597,275.05
$ 274,182.00	$ 2,169,167.00	$ 1,597,275.05
$ 33,545.00	$ 2,169,167.00	$ 1,597,275.05
$ 14,583.00	$ 2,169,167.00	$ 1,597,275.05
$ 14,583.33	$ 2,169,167.00	$ 1,597,275.05
$ 14,583.33	$ 2,169,167.00	$ 1,597,275.05
$ 14,583.33	$ 2,169,167.00	$ 1,597,275.05

FY2017
FY2018
FY2019

STS Pre-Approval Endorsement Request
E-Mail Transmittal

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

FROM : Shoney Naquin
E-mail : shoney.naquin@tn.gov

DATE : 09/12/2016

RE : Request for STS Pre-Approval Endorsement

Applicable RFS # 34901-00375

STS Endorsement Signature & Date:

Mark F. Bengel (by Robert Fayne)

Digitally signed by Mark F. Bengel (by Robert Fayne)
DN: cn=Mark F. Bengel (by Robert Fayne), o=Finance & Admin Strategic Technology Solutions, ou=IT Planning & Governance, email=robert.fayne@tn.gov, c=US
Date: 2016.09.16 11:56:12 -05'00'

Chief Information Officer

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

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

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

Contracting Agency	**Department of Safety and Homeland Security**
Agency Contact (name, phone, e-mail)	**Shoney Naquin, 615-251-5238, shoney.naquin@tn.gov**

Attachments Supporting Request (mark all applicable)

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.

- ☐ Solicitation Document
- ☒ Special Contract Request
- ☐ Amendment Request
- ☒ Proposed Contract/Grant or Amendment
- ☐ Original Contract/Grant and Previous Amendments (if any)

Applicable RFS # 34901-00375

Information Systems Plan (ISP) Project Applicability

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.

IT Director/Staff Name Confirming (required): Tim Sundell

☒ Applicable – Approved ISP Project# DI20901

☐ Not Applicable

Subject Information Technology Service Description

Provide a brief summary of the information technology services involved. Clearly identify included technologies such as system development/maintenance, security, networking, *etc.* As applicable, identify the contract or solicitation sections related to the IT services.

This proposed contract is for a maintenance contract that has a proposed start date of October 1,2016. This maintenance contract is a direct result of Contract #28313, which implemented the self-service kiosks at Drivers Service stations throughout the state of Tennessee. Support and maintenance for existing kiosks expires after September 30, 2016. This contract extends support and maintenance at existing levels for a period of one year. During this time, TDOSHS will consider options to further improve services by upgrading or replacing existing equipment prior to the expiration of this support extension. Technology components of the contract will include sections A.3.; A.7.; A.9-A.11.; A.15.; and A.19(see attached draft of proposed contract).

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

Kevin C. Bartels for Michael F. Perry

Digitally signed by Kevin C. Bartels for Michael F. Perry
DN: cn=Kevin C. Bartels for Michael F. Perry, o=CPO, ou, email=Kevin.C.Bartels@tn.gov, c=US
Date: 2019.05.03 13:18:05 -05'00'

CHIEF PROCUREMENT OFFICER **DATE**

Agency request tracking #	**34901-00235**
1. Procuring Agency	**Tennessee Department of Safety and Homeland Security (TDOSHS)**
2. Contractor	**Idemia Identity & Security USA, LLC**
3. Edison contract ID #	**NV 52022**
4. Proposed amendment #	**04**
5. Contract's Original Effective Date	**October 01, 2016**
6. Current end date	**September 30, 2020**
7. Proposed end date	**April 30, 2021**
8. Current Maximum Liability or Estimated Liability	**$ 2,169,697.00**
9. Proposed Maximum Liability or Estimated Liability	**$ 2,696,780.31**
10. Strategic Technology Solutions Pre-Approval Endorsement Request *– information technology service (N/A to THDA)*	☐ **Not Applicable** ☒ **Attached**
11. eHealth Pre-Approval Endorsement Request *– health-related professional, pharmaceutical, laboratory, or imaging*	☒ **Not Applicable** ☐ **Attached**
12. Human Resources Pre-Approval Endorsement Request *– state employee training service*	☒ **Not Applicable** ☐ **Attached**

13. Explain why the proposed amendment is needed

The proposed amendment is needed to add appropriate funding and extend the term for continued maintenance, support, and potential enhancements offered to the State for the self-service kiosks throughout the term of the Contract.

14. If the amendment involves a change in Scope, describe efforts to identify reasonable, competitive, procurement alternatives to amending the contract.

The amendment does not involve a change in the Scope of Services.

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)

05-03-19

Jeff Long, Commissioner **DATE**

CONTRACT AMENDMENT COVER SHEET

Agency Tracking #	Edison ID	Contract #	Amendment #
34901-00235	NV 52022	NV 52022	04

Contractor Legal Entity Name	Edison Vendor ID
Idemia Identity & Security USA, LLC	0000216565

Amendment Purpose & Effect(s)

The purpose of this Amendment 04 is to add appropriate funding and extend the term so there is no disruption in services to the maintenance and support of self-service kiosks—that utilize the core system to produce driver licenses, photo identification licenses, and handgun carry permits—during the time it takes for a Request For Proposals solicitation event to be completed and the time needed for a transition to a new solution.

Amendment Changes Contract End Date: ☒ YES ☐ NO **End Date:** April 30, 2021

TOTAL Contract Amount INCREASE or DECREASE per this Amendment (zero if N/A)**:** **$ 527,083.31**

Funding —

FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
2017	$440,000.00	$0.00	$0.00	$0.00	$440,000.00
2018	$735,947.00	$0.00	$0.00	$0.00	$735,947.00
2019	$775,000.00	$0.00	$0.00	$0.00	$775,000.00
2020	$600,000.00	$0.00	$0.00	$0.00	$600,000.00
2021	$145,833.31	$0.00	$0.00	$0.00	$145,833.31
TOTAL:	**$2,696,780.31**	**$0.00**	**$0.00**	**$0.00**	**$2,696,780.31**

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

CPO USE

Speed Chart (optional)

Account Code (optional)

AMENDMENT FOUR
OF CONTRACT EDISON ID NV2 52022

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

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

B. TERM OF CONTRACT:

B.1. This Contract shall be effective on October 01, 2016 ("Effective Date") and extend for a period of Fifty-five (55) months after the Effective Date, thereby ending on April 30, 2021 ("Term"). The State shall have no obligation for goods or services provided by the Contractor prior to the Effective Date.

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 Two Million Six Hundred Ninety Six Thousand Seven Hundred Eighty Dollars and Thirty-One Cents ($2,696,780.31) ("Maximum Liability"). This Contract does not grant the Contractor any exclusive rights. The State does not guarantee that it will buy any minimum quantity of goods or services under this Contract. Subject to the terms and conditions of this Contract, the Contractor will only be paid for goods or services provided under this Contract after a purchase order is issued to Contractor by the State or as otherwise specified by this Contract.

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

Service Description	**Amount** (per compensable increment)				
	Year 1 10/01/2016 to 09/30/2017	**Year 2 10/01/2017 to 09/30/2018**	**Year 3 10/01/2018 to 09/30/2019**	**Year 4 10/01/2019 to 09/30/2020**	**Year 5 10/01/2020 to 04/30/2021**
Phone Support (see all of Section A., particularly Sections A.1. through A.6., A.22., and A.23.)	No additional cost to the State	No additional cost to the State	No additional cost to the State	No additional cost to the State	No additional cost to the State
Software Support (see all of Section A., particularly Sections A.1. through A.5., A.7., A.9., A.22., and A.23.)	$80,000.00	$60,000.00	$60,000.00	$60,000.00	$35,000.00

Hardware Support and Replacement (see all of Section A., particularly Sections A.1. through A.5., A.8., A.22., and A.23. [Year 2 includes annual hardware support cost of $115,000.00 plus new laptop computers and the necessary configuration, qualification, and installation work cost of $69,697.00])	$150,000.00	$184,697.00	$115,000.00	$115,000.00	$67,083.31

Service Description	**Amount** (per compensable increment)				
	Year 1 10/01/2016 to 09/30/2017	**Year 2 10/01/2017 to 09/30/2018**	**Year 3 10/01/2018 to 09/30/2019**	**Year 4 10/01/2019 to 09/30/2020**	**Year 5 10/01/2020 to 04/30/2021**
Software Upgrade, Functionality Change, and Enhancement (see all of Section A., particularly Sections A.1. through A.5., A.9., A.22., and A.23.)	$0.00	$475,000.00 per total project	$0.00	$0.00	$0.00
Quarterly System Diagnostics and Data Review (see all of Section A., particularly Sections A.1. through A.5., A.10., A.22., and A.23.)	No additional cost to the State	No additional cost to the State	No additional cost to the State	No additional cost to the State	No additional cost to the State
Remote Monitoring Agent (see all of Section A., particularly Sections A.1. through A.5., A.12., A.22., and A.23.)	No additional cost to the State	No additional cost to the State	No additional cost to the State	No additional cost to the State	No additional cost to the State
Preventative Maintenance (see all of Section A., particularly Sections A.1. through A.5., A.13., A.22., and A.23.)	No additional cost to the State	No additional cost to the State	No additional cost to the State	No additional cost to the State	No additional cost to the State
Moves of Self-Service Super Kiosks (see all of Section A., particularly Sections A.1. through A.5., A.14., A.22., and A.23.)	$5,000.00 per move	$5,000.00 per move	$5,000.00 per move	$5,000.00 per move	$5,000.00 per move

Payment Processing Codes Update (see all of Section A., particularly Sections A.1., A.2., A.19., A.22., and A.23.)	$39,000.00 per total project	$0.00	$0.00	$0.00	$0.00

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

Amendment Effective Date. The revisions set forth herein shall be effective July 5, 2019. All other terms and conditions of this Contract not expressly amended herein shall remain in full force and effect.

IN WITNESS WHEREOF,

IDEMIA IDENTITY & SECURITY USA, LLC:

SIGNATURE **DATE**

PRINTED NAME AND TITLE OF SIGNATORY (above)

DEPARTMENT OF SAFETY AND HOMELAND SECURITY:

JEFF LONG, COMMISSIONER **DATE**

CONTRACT AMENDMENT COVER SHEET

Agency Tracking #	Edison ID	Contract #	Amendment #
34901-00235	52022 (NV52022)	52022 (NV52022)	03

Contractor Legal Entity Name	Edison Vendor ID
Idemia Identity & Security USA, LLC	0000216565

Amendment Purpose & Effect(s)

The purpose of this Amendment 03 is to increase the maximum liability of this Contract to ensure that the State remains in compliance with Tenn. Code Ann. § 2-2-201.

Amendment Changes Contract End Date: ☐ YES ☒ NO **End Date:** September 30, 2020

TOTAL Contract Amount INCREASE or DECREASE per this Amendment (zero if N/A): **$ 600,000.00**

Funding —

FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
2017	$440,000.00	$0.00	$0.00	$0.00	$440,000.00
2018	$735,947.00	$0.00	$0.00	$0.00	$735,947.00
2019	$775,000.00	$0.00	$0.00	$0.00	$775,000.00
2020	$175,000.00	$0.00	$0.00	$0.00	$175,000.00
2021	$43,750.00	$0.00	$0.00	$0.00	$43,750.00
TOTAL:	**$2,169,697.00**	**$0.00**	**$0.00**	**$0.00**	**$2,169,697.00**

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

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

Sonya Hadley

Digitally signed by Sonya Hadley
DN: cn=Sonya Hadley, o=TN Dept of Safety and Homeland Security, ou=TDOSHS - Budget Division, email=sonya.hadley@tn.gov, c=US
Date: 2018.09.17 16:50:43 -05'00'

CPO USE

Speed Chart (optional)	Account Code (optional)

AMENDMENT 03
OF CONTRACT NV52022

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

1. Contract Section 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 Two Million One Hundred Sixty-Nine Thousand Six Hundred Ninety-Seven Dollars and Zero Cents ($2,169,697.00) ("Maximum Liability"). This Contract does not grant the Contractor any exclusive rights. The State does not guarantee that it will buy any minimum quantity of goods or services under this Contract. Subject to the terms and conditions of this Contract, the Contractor will only be paid for goods or services provided under this Contract after a purchase order is issued to Contractor by the State or as otherwise specified by this Contract.

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

Amendment Effective Date. The revisions set forth herein shall be effective October 16, 2018. All other terms and conditions of this Contract not expressly amended herein shall remain in full force and effect.

IN WITNESS WHEREOF,

IDEMIA IDENTITY & SECURITY USA, LLC:

9/14/18

SIGNATURE **DATE**

Pierre Chabaussant / COO

PRINTED NAME AND TITLE OF SIGNATORY (above)

DEPARTMENT OF SAFETY AND HOMELAND SECURITY:

9-18-18

DAVID W. PURKEY, COMMISSIONER **DATE**

CONTRACT AMENDMENT COVER SHEET

Agency Tracking #	Edison ID	Contract #	Amendment #
34901-00235	52022 (NV52022)	52022 (NV52022)	02

Contractor Legal Entity Name	Edison Vendor ID
Idemia Identity & Security USA, LLC	0000216565

Amendment Purpose & Effect(s)

The purpose of this Amendment 02 is to change the Contractor name as noted due in part to tax ID changes and the treatment of disregarded entities by the U.S. Department of Treasury, Internal Revenue Service. There has been no assignment of the contract, nor any change to the corporate form, assets, or capabilities of the Contractor.

Amendment Changes Contract End Date: ☐ YES ☒ NO **End Date:** September 30, 2020

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

Funding —

FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
2017	$440,000.00	$0.00	$0.00	$0.00	$440,000.00
2018	$735,947.00	$0.00	$0.00	$0.00	$735,947.00
2019	$175,000.00	$0.00	$0.00	$0.00	$175,000.00
2020	$175,000.00	$0.00	$0.00	$0.00	$175,000.00
2021	$43,750.00	$0.00	$0.00	$0.00	$43,750.00
TOTAL:	**$1,569,697.00**	**$0.00**	**$0.00**	**$0.00**	**$1,569,697.00**

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

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

Sonya Hadley

Digitally signed by Sonya Hadley
DN: cn=Sonya Hadley, o=Safety and Homeland Security, ou=Budget, email=sonya.hadley@tn.gov, c=US
Date: 2018.04.20 09:45:31 -05'00'

CPO USE

Speed Chart (optional)	Account Code (optional)

AMENDMENT 02
OF CONTRACT NV52022

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

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

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

2. The following is added as new Contract Section E.14.:

   E.14. Contractor Name. All references to "MorphoTrust USA, LLC" and "MorphoTrust USA, Inc." shall be deleted and replaced with "Idemia Identity & Security USA, LLC".

3. The following is added as new Contract Section E.15.:

   E.15. Contractor Edison Vendor ID. All references to "0000160523" shall be deleted and replaced with "0000216565".

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

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

IN WITNESS WHEREOF,

IDEMIA IDENTITY & SECURITY USA, LLC:

04-18-18

SIGNATURE **DATE**

Pierre Chabaussant COO

PRINTED NAME AND TITLE OF SIGNATORY (above)

DEPARTMENT OF SAFETY AND HOMELAND SECURITY:

4-20-18

DAVID W. PURKEY, COMMISSIONER **DATE**

CONTRACT AMENDMENT COVER SHEET

Agency Tracking #	Edison ID	Contract #	Amendment #
34901-00235	52022	See Edison ID	One

Contractor Legal Entity Name	Edison Vendor ID
MorphoTrust USA, LLC	0000160523

Amendment Purpose and Effect(s)

The purpose of this Amendment One is to add the term extension provision (Section B.2.), exercise the term extension, upgrade the software and add features to enhance the capabilities of the self-service kiosks, and add appropriate funding for the upgrades and continuing maintenance and support.

Amendment Changes Contract End Date: ☒ YES ☐ NO **End Date:** September 30, 2020

TOTAL Contract Amount INCREASE or DECREASE per this Amendment (zero if N/A): **$ 1,069,697.00**

Funding —

FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
2017	$440,000.00	$0.00	$0.00	$0.00	$440,000.00
2018	$735,947.00	$0.00	$0.00	$0.00	$735,947.00
2019	$175,000.00	$0.00	$0.00	$0.00	$175,000.00
2020	$175,000.00	$0.00	$0.00	$0.00	$175,000.00
2021	$43,750.00	$0.00	$0.00	$0.00	$43,750.00
TOTAL:	**$1,569,697.00**	**$0.00**	**$0.00**	**$0.00**	**$1,569,697.00**

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

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

Sonya Hadley, Budget Director

Digitally signed by Sonya Hadley, Budget Director
Date: 2017.09.26 15:50:19 -05'00'

CPO USE

Speed Chart (optional)

Account Code (optional)

AMENDMENT ONE
OF CONTRACT EDISON ID 52022

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

1. Contract Section A.3.a. is revised as follows (the enumerated items in this section are not being changed):

a. Each self-service super kiosk shall enable a person to process a driver license renewal request, a request for a duplicate driver license, a state identification license request, a request for a duplicate state identification license, advance a graduated driver license to the next level, pay reinstatement fees, reissue a credential after reinstatement, change address (including apartment number, if applicable), manage emergency contacts, renew a handgun carry permit, and other transactions as may be added in the future in a total self-service environment. The following describes the functionality of each self-service super kiosk as previously delivered and accepted by the State:

2. The components listed in Contract Section A.3.c. should be what is listed, but should also be updated or upgraded as needed with new and improved models when the computer listed in Section A.3.c.(3) is replaced with a brand new laptop computer with Windows 10 through this Amendment, and when any other upgrade occurs.

3. Contract Section A.4. is deleted in its entirety and replaced with the following:

A.4. <u>Overview of the Maintenance and Support of the Existing Driver License Self-Service Kiosks (commonly referred to as the "super kiosks")</u>.

a. The Contractor shall continue to maintain each and all of the forty (40) existing self-service super kiosks deployed throughout Tennessee, and any additional self-service super kiosks the State may deploy during the Term of this Contract, in locations designated by the State. The self-service super kiosks shall be maintained in such a way to ensure that they operate, at all times, in conformity with all descriptions and specifications described in Section A.3. (above) as configured and implemented in the State environment, in approved and completed change order work authorizations, and in the upgraded and enhanced environment. Further, the Contractor shall maintain, at all times, each and all of the forty (40) existing self-service super kiosks, and any additional self-service super kiosks the State may deploy during the Term of this Contract, in a manner to ensure compliance with the State of Tennessee's Technology Architecture Standards, the State of Tennessee's Enterprise Information Security Policies and Standards, the State of Tennessee's Acceptable Use Policy: Network Access Rights and Obligations, and other related policies and standards of the State of Tennessee's Strategic Technology Solutions (STS) group with the Tennessee Department of Finance and Administration (collectively Standards). If these Standards have changed since the time of original implementation, the Contractor shall make any updates and upgrades as needed to meet the Standards. Further, the Contractor agrees to:

(1) Maintain the application so that it will run on a current, manufacturer-supported operating system;

(2) Maintain operating systems at current, manufacturer-supported versions; and

(3) Ensure that the payment card processing hardware and software is maintained and stays compliant with current Payment Card Industry (PCI) Data Security Standards (DSS).

b. Maintenance and support shall, at a minimum, include the following:

(1) The Contractor shall perform the detection and correction of hardware and software system errors in accordance with approved specifications. System maintenance shall also include all services necessary to assist the State in maintaining the system operational uptime and recovery from system failures;

(2) The Contractor agrees to maintain hardware replacement spares and parts to ensure system operational uptime and recovery from system failures;

(3) The Contractor agrees to maintain a test environment to aid in troubleshooting and diagnostics of reported errors;

(4) The Contractor shall perform regression testing on maintenance and support fixes prior to installing or implementing the upgrades into production. Updated software documentation shall be provided to the State at the time of installation of any upgrade or revision; and

(5) The Contractor shall provide phone support, hardware support, and software support as further described in Sections A.6., A.7., and A.8. (below). The State may be able to provide some field support of the self-service super kiosks, but the Contractor shall provide help desk and technical support personnel knowledgeable and technically trained to answer and resolve system technical support problems that become known to the Contractor either through its own observations or through reports from the State. The State shall provide the Contractor a list of authorized State personnel who would be contacting the Contractor's Help Desk.

4. Contract Section A.7. is deleted in its entirety and replaced with the following:

A.7. Software Support.

a. The Contractor shall provide remote, and on-site if necessary, field software support of each and all of the forty (40) existing self-service super kiosks deployed throughout Tennessee, and any additional self-service super kiosks the State may deploy during the Term of this Contract, in locations designated by the State. Such support shall be as needed to ensure that the production self-service super kiosks are operational, including detection and correction of software system errors in accordance with the approved specifications, requirements, and approved change orders, and in accordance with any upgrades, updates, or other enhancements. It is understood that this support is limited to software components provided by the Contractor. The Contractor agrees to maintain and manage a kiosk internal test environment of the configuration as deployed, and as enhanced, in order to aid in issue analysis and fix verification.

b. The Contractor shall install required security patches, updates, and upgrades on a regular basis as these patches, updates, and upgrades become available. To meet this requirement, the Contractor may come on-site to all locations and perform an on-site installation of the patches, updates, and upgrades OR the Contractor may perform remote installation (a push) of the patches, updates, and upgrades via a State-supplied server that is located on-site at a State facility.

Said server shall be managed by the State's STS group who will grant the Contractor the necessary access to the server for this purpose. The expense of this server shall be borne by the Contractor.

5. The following is added as a new Contract Section A.8.b.; the existing Contract Section A.8. (Hardware Support and Replacement) will now be identified as Contract Section A.8.a.:

b. The Contractor shall, at the time of upgrading the software for new, enhanced functionality, provide, configure, and install a total of forty (40) brand new laptop computers (one in each of the existing self-service super kiosks deployed throughout Tennessee in locations designated by the State). Each laptop shall be a make and model that is approved by the State to ensure overall compatibility with the State's system(s) and compliance with the State's Standards identified in Section A.4.a. The operating system of each laptop shall be [redacted] and capable of being updated/upgraded as needed throughout the Contract Term. All warranties that come with the new laptops shall be afforded to the State, thus reducing the maintenance and support costs for this hardware in the year of purchase. It is understood that the Contractor will acquire ten (10) additional brand new laptop computers of the same make and model of those that will be deployed to add to the "hardware spares" that are housed with the Contractor. It shall be understood that these laptop computers are the property of the State and that upon termination of the Contract or at the end of the Contract Term, any of these laptops in the possession of the Contractor shall be turned over to the State.

6. The following is added as a new Contract Section A.9. and all subsequent sections are renumbered accordingly:

A.9. Software Upgrade, Functionality Change, and Enhancement. The Contractor shall make any changes needed to its software to ensure that it operates in the Windows 10 environment (see Contract Section A.8.b.). Further, the Contractor shall change the software (workflow process) of the self-service super kiosk so that eligibility of a user shall be determined **first** rather than the user selecting the type of transaction he or she wishes to accomplish. This change is being made in an effort to reduce the number of failed transactions. Once the user scans his or her driver's license, photo identification license, or other approved credential at the self-service kiosk, or manually enters the information, the user will only be given a list of transactions he or she is eligible to perform. The Contractor shall enhance the software as needed so that the following new transactions can be performed, by those eligible for these transactions, at the self-service super kiosk:

a. Advance a Tennessee-issued graduated driver license to the next level.
b. Pay reinstatement fees.
c. Reissue a credential after reinstatement.
d. Change address, including an apartment number if applicable.
e. Manage emergency contacts.
f. Renew a Tennessee-issued handgun carry permit.

7. Contract Section A.11. (after renumbering) is revised as follows:

d. **Browser-level Security** - Transport Layer Security (TLS) encryption protects server authentication information and data transferred between the State and the Contractor.

8. Contract Section A.13. (after renumbering) is deleted in its entirety and replaced with the following (the chart in this section is not changing):

A.13. Preventative Maintenance. The Contractor shall provide routine preventative maintenance services on each and all of the forty (40) existing self-service super kiosks

deployed throughout Tennessee, and any additional self-service super kiosks the State may deploy during the Term of this Contract, in locations designated by the State. The Contractor shall provide two (2) on-site preventative maintenance visits during each year of the Contract Term. At the time of each on-site visit, clean-up shall be the responsibility of the Contractor. Preventative maintenance services include on-site self-service super kiosk check-ups, including the inspection of hardware to detect and correct potential future operational issues. In addition to general hardware inspection, the following self-service super kiosk checks will be performed:

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

B.1. This Contract shall be effective on October 01, 2016 ("Effective Date") and extend for a period of Forty-eight (48) months after the Effective Date, thereby ending on September 30, 2020 ("Term"). The State shall have no obligation for goods or services provided by the Contractor prior to the Effective Date.

B.2. Renewal Options. This Contract may be renewed upon satisfactory completion of the Term. The State reserves the right to execute up to one (1) renewal option under the same terms and conditions for a period not to exceed twelve (12) months each by the State, at the State's sole option. In no event, however, shall the maximum Term, including all renewals or extensions, exceed a total of sixty (60) months.

10. 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 One Million Five Hundred Sixty-Nine Thousand Six Hundred Ninety-Seven Dollars and Zero Cents ($1,569,697.00) ("Maximum Liability"). This Contract does not grant the Contractor any exclusive rights. The State does not guarantee that it shall buy any minimum quantity of goods or services under this Contract.

Subject to the terms and conditions of this Contract, the Contractor shall only be paid for goods or services provided under this Contract after a purchase order is issued to Contractor by the State or as otherwise specified by this Contract.

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

Service Description	**Amount** (per compensable increment)			
	Year 1 10/01/2016 to 09/30/2017	**Year 2 10/01/2017 to 09/30/2018**	**Year 3 10/01/2018 to 09/30/2019**	**Year 4 10/01/2019 to 09/30/2020**
Phone Support (see all of Section A., particularly Sections A.1. through A.6., A.22., and A.23.	No additional cost to the State	No additional cost to the State	No additional cost to the State	No additional cost to the State
Software Support (see all of Section A., particularly Sections A.1. through A.5., A.7., A.9., A.22., and A.23.	$80,000.00	$60,000.00	$60,000.00	$60,000.00

Service Description	**Amount** (per compensable increment)			
	Year 1 10/01/2016 to 09/30/2017	**Year 2 10/01/2017 to 09/30/2018**	**Year 3 10/01/2018 to 09/30/2019**	**Year 4 10/01/2019 to 09/30/2020**
Hardware Support and Replacement (see all of Section A., particularly Sections A.1. through A.5., A.8., A.22., and A.23. [Year 2 includes annual hardware support cost of $115,000.00 plus new laptop computers and the necessary configuration, qualification, and installation work cost of $69,697.00]	$150,000.00	$184,697.00	$115,000.00	$115,000.00
Software Upgrade, Functionality Change, and Enhancement (see all of Section A., particularly Sections A.1. through A.5., A.9., A.22., and A.23.	$0.00	$475,000.00 per total project	$0.00	$0.00
Quarterly System Diagnostics and Data Review (see all of Section A., particularly Sections A.1. through A.5., A.10., A.22., and A.23.	No additional cost to the State	No additional cost to the State	No additional cost to the State	No additional cost to the State
Remote Monitoring Agent (see all of Section A., particularly Sections A.1. through A.5., A.12., A.22., and A.23.	No additional cost to the State	No additional cost to the State	No additional cost to the State	No additional cost to the State
Preventative Maintenance (see all of Section A., particularly Sections A.1. through A.5., A.13., A.22., and A.23.	No additional cost to the State	No additional cost to the State	No additional cost to the State	No additional cost to the State
Moves of Self-Service Super Kiosks (see all of Section A., particularly Sections A.1. through A.5., A.14., A.22., and A.23.	$5,000.00 per move	$5,000.00 per move	$5,000.00 per move	$5,000.00 per move

Service Description	Amount (per compensable increment)			
	Year 1 10/01/2016 to 09/30/2017	Year 2 10/01/2017 to 09/30/2018	Year 3 10/01/2018 to 09/30/2019	Year 4 10/01/2019 to 09/30/2020
Payment Processing Codes Update (see all of Section A., particularly Sections A.1., A.2., A.19., A.22., and A.23.	$39,000.00 per total project	$0.00	$0.00	$0.00

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 September 30, 2017. All other terms and conditions of this Contract not expressly amended herein shall remain in full force and effect.

IN WITNESS WHEREOF,

MORPHOTRUST USA, LLC:

19-9-2017

SIGNATURE **DATE**

Pierre Chaboussant COO

PRINTED NAME AND TITLE OF SIGNATORY (above)

DEPARTMENT OF SAFETY AND HOMELAND SECURITY:

9-26-17

DAVID W. PURKEY, COMMISSIONER **DATE**

New Window | Personalize Page |

Document Approval Status

SetID SHARE **Contract ID** 0000000000000000000052022
Supplier Morphotrust USA LLC

Review/Edit Approvers

Agency Approvals

:Approved View/Hide Comments

Agency Approvals

Self Approved
Shoney D Naquin
Document Approval 1
09/26/16 - 3:48 PM

CPO Level 1 & 2 Approvals

Approved
Daniel Leeson
Document Approval 3
09/27/16 - 12:46 PM

Comments

Comptroller Special Appr

:Approved View/Hide Comments

Procurement Type

Approved
Donald J Ivancic
Document Approval - Comptrolle
09/28/16 - 9:20 AM

Comments

CPO Final Contract Approval

:Approved

CPO Final Contract Approval

Approved
Pamela Pate
Document Approval 3
09/28/16 - 9:44 AM

Comments

Return to Document Management

CONTRACT

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

Begin Date	End Date	Agency Tracking #	Edison Record ID
October 01, 2016	September 30, 2017	34901-00375	52022

Contractor Legal Entity Name	Edison Vendor ID
MorphoTrust USA, LLC	160523

Goods or Services Caption (one line only)

Maintenance, Support, and Possible Enhancements of the Existing Driver License Self-Service Kiosks

Contractor	CFDA #
☒ Contractor	N/A

Funding —

FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
2017	$440,000.00	$0.00	$0.00	$0.00	$440,000.00
2018	$60,000.00	$0.00	$0.00	$0.00	$60,000.00
TOTAL:	**$500,000.00**	**$0.00**	**$0.00**	**$0.00**	**$500,000.00**

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: N/A

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

☐ Competitive Selection	
☒ Other	Contractor was selected a sole source because we are seeking continued maintenance and support of a system built and implemented by this Supplier under Edison ID 28313.

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

Speed Chart (optional)	Account Code (optional)

CONTRACT
BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF SAFETY AND HOMELAND SECURITY
AND
MORPHOTRUST USA, LLC

This Contract, by and between the State of Tennessee, Department of Safety and Homeland Security ("State") and MorphoTrust USA, LLC ("Contractor"), is for the provision of maintenance, support, and possible enhancements of the existing driver license self-service kiosks, as further defined in the "SCOPE." State and Contractor may be referred to individually as a "Party" or collectively as the "Parties" to this Contract.

The Contractor is a For-Profit Corporation.
Contractor Place of Incorporation or Organization: Delaware
Contractor Edison Registration ID # 160523

A. SCOPE:

A.1. The Contractor shall provide all goods or services and deliverables as required, described, and detailed below and shall meet all service and delivery timelines as specified by this Contract.

A.2. The Stage recognizes that the Contractor may ask the State to agree to certain Contractor provisions for use of the software used in the self-service kiosks. If this is the case, any and all such provisions as mutually agreed are included (in original or modified form) in this Contract. The State's signature on this Contract shall constitute the State's written agreement to the provisions so included. The State shall not sign separate Contractor documents, except when exercising the provision on Additional Projects-Change Orders described in Section A.19. It is understood that the Contractor is granting the State a non-exclusive and non-transferrable license to use all software under this Contract in the course of the State's business and purposes (see also Section E.4.).

A.3. Overview of the Abilities, Functionality, Requirements, and Components of the Driver License Self-Service Kiosks (commonly referred to as the "super kiosks").

a. Each self-service super kiosk shall enable a person to process a driver license renewal request, a request for a duplicate driver license, a state identification license request, and a request for a duplicate state identification license in a total self-service environment. The following describes the functionality of each self-service super kiosk as previously delivered and accepted by the State:

(1) Provide visual and audible instructions to guide an applicant through all necessary steps to conclude a transaction;

(2) Operate in a completely self-service mode without Driver Services Center staff intervention;

(3) Automatically capture the applicant's photo;

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

(5) Perform one-to-one facial verification with the previous image on record;

(6) Accept credit or debit card payment;

(7) Provide a touch screen keyboard for the applicant's entry of data, name, and new address;

(8) Scan the barcode from the applicant's current driver license or state identification license; and

(9) Print an interim driver license document or state identification license and/or receipt on standard thermal or other appropriate paper.

b. Each self-service super kiosk shall meet the following requirements:

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

(2) Include a Local Area Network (LAN) interface;

(3) Support wireless communications. If wireless communications are used, the State shall provide the wireless communication device, infrastructure, services, and security components;

(4) Be freestanding and come complete with a housing, accessories, and applicable signage;

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

(6) Be capable of interacting and exchanging information, as needed, with other components of the State's Driver License System or systems to complete the transactions being conducted via a self-service super kiosk. Known system interfaces include, but are not limited to, the driver license system (the legacy system if still operational and the current system); active directory; card production; and credit card processing.

c. Each self-service super kiosk currently consists, and shall continue to consist, of the following components:

(1) A kiosk cabinet;

(2) A camera [redacted] or equivalent);

(3) A computer [redacted] or equivalent, but must have an operating system in which the application can operate);

(4) A computer monitor [redacted] or equivalent, but must be at least 17" and have touchscreen capabilities);

(5) A reader [redacted] or equivalent);

(6) A receipt printer [redacted] or equivalent); and

(7) A signature tablet [redacted] or equivalent).

A.4. <u>Overview of the Maintenance and Support of the Existing Driver License Self-Service Kiosks (commonly referred to as the "super kiosks")</u>.

a. The Contractor shall continue to maintain each and all of the forty (40) existing self-service super kiosks deployed throughout Tennessee in locations designated by the State. The self-service super kiosks shall be maintained in such a way to ensure that they operate in conformity with all descriptions and specifications described in Section A.3. (above) as configured and implemented in the State environment and in approved and completed change order work authorizations. Further, the Contractor shall continue

to maintain each and all of the forty (40) existing self-service super kiosks in a manner to ensure continuing compliance with the State of Tennessee's Technology Architecture Standards, the State of Tennessee's Enterprise Information Security Policies and Standards, the State of Tennessee's Acceptable Use Policy: Network Access Rights and Obligations, and other related policies and standards of the State of Tennessee's Strategic Technology Solutions (STS) group with the Tennessee Department of Finance and Administration in effect at the time of implementation in the State environment. Maintenance and support shall, at a minimum, include the following:

(1) The Contractor shall perform the detection and correction of hardware and software system errors in accordance with approved specifications. System maintenance shall also include all services necessary to assist the State in maintaining the system operational uptime and recovery from system failures;

(2) The Contractor agrees to maintain hardware replacement spares and parts to ensure system operational uptime and recovery from system failures;

(3) The Contractor agrees to maintain a test environment to aid in troubleshooting and diagnostics of reported errors;

(4) The Contractor shall perform regression testing on maintenance and support fixes prior to installing or implementing the upgrades into production. Updated software documentation shall be provided to the State at the time of installation of any upgrade or revision; and

(5) The Contractor shall provide phone support, hardware support, and software support as further described in Sections A.6., A.7., and A.8. (below). The State may be able to provide some field support of the self-service super kiosks, but the Contractor shall provide help desk and technical support personnel knowledgeable and technically trained to answer and resolve system technical support problems that become known to the Contractor either through its own observations or through reports from the State. The State shall provide the Contractor a list of authorized State personnel who would be contacting the Contractor's Help Desk.

A.5. Service Availability, Priority Determination, and Response Times. The State reserves the right to determine and assign levels of severity for an issue or support problem being reported. The severity of the issue or support problem being reported shall determine the Problem Resolution Response Time(s) as indicated, briefly, in the table below (Section A.5.a.) and in further detail in Sections A.5.b. through A.5.e. The State defines the Problem Resolution Response Time(s) as the total elapsed time from when the Contractor's qualified service technician has been contacted by the State and the system error/nonconformity severity level has been determined until the time when the issue or problem has been fixed, tested, and verified as being resolved as reasonably determined by the State in accordance with these severity level provisions.

a. Summary of Priority Level Response Time Commitments. The Problem Resolution Response Time(s) for each Priority/Severity Level are as indicated unless a longer time is mutually agreed to by the Parties:

Priority / Severity Level	Problem Resolution Response Time(s)
Level 1 (Urgent)	Accept the call immediately when placed; if not immediately available, return the call within thirty (30) minutes and problem resolution shall occur within two (2) hours
Level 2 (High)	Accept the call immediately when placed; if not immediately available, return the call within thirty (30) minutes and problem resolution shall occur within four (4) hours

Priority / Severity Level	Problem Resolution Response Time(s)
Level 3 (Medium)	Accept the call immediately when placed; if not immediately available, return the call within thirty (30) minutes and problem resolution shall occur within two (2) calendar days
Level 4 (Low)	Accept the call immediately when placed; if not immediately available, return the call within one (1) business day and problem resolution shall occur as agreed to by the Parties

b. Priority / Severity Level 1: Urgent situations when the State's self-service super kiosk system is down and the State is unable to use the self-service super kiosks. Failure causes loss of function or data and there is not a mutually agreed upon workaround. The Contractor's technical support staff shall accept the call for assistance at the time the State places the initial call; however if such staff is not immediately available, the Contractor shall return the call within thirty (30) minutes. The Contractor shall resolve Severity Level I problems as quickly as possible, which shall not exceed two (2) hours unless mutually agreed between the Contractor and the State. In circumstances where the outage's or failure's root cause is outside of the Contractor's domain, the Contractor shall assist the State in troubleshooting, conducting diagnostics, and resolution.

c. Priority / Severity Level 2: Critical system component(s) that has significant kiosk outages and/or failure precluding successful operation, or possibly endangering the State's environment. The self-service super kiosk system may operate but is severely restricted. Failure causes a loss of function or data, but there is a mutually agreed upon workaround. The Contractor's technical support staff shall accept the State's call for assistance at the time the State places the initial call; however if such staff is not immediately available, the Contractor shall return the State's call within thirty (30) minutes. The Contractor shall resolve Severity Level 2 problems as quickly as possible, which shall not exceed four (4) hours, unless mutually agreed between the Contractor and the State. In circumstances where the outage's or failure's root cause is outside of the Contractor's domain, the Contractor shall assist the state in troubleshooting, conducting diagnostics, and resolution.

d. Priority / Severity Level 3: Minor problem that exists with the self-service super kiosk system but the majority of the functions are still usable and some circumvention may be required to provide service. Failure causes a partial loss of function, but users can accomplish tasks with a mutually agreed upon workaround. The Contractor's technical support staff shall accept the State's call for assistance at the time the State places the initial call; however if such staff is not immediately available, the Contractor shall return the State's call on average within thirty (30) minutes. The Contractor shall resolve Severity Level 3 problems as quickly as possible, which shall not exceed two (2) calendar days, unless mutually agreed between the Contractor and the State.

e. Priority / Severity Level 4: Cosmetic and minor errors, all the user tasks can still be accomplished. Example: Grammar errors, color changes, misspelled words, layout, etc. The Contractor's technical support staff shall accept the State's call for assistance at the time the State places the initial call; however if such staff is not immediately available, the Contractor shall return the State's call on average within 1 business day. The Contractor shall resolve Severity Level 4 problems as mutually agreed between the Contractor and the State.

A.6. Phone Support. The Contractor shall provide unlimited and toll-free telephone support for authorized State personnel to initiate a support ticket for any self-service super kiosk issue. The telephone support shall be available 8:00 am to 5:00 pm Monday through Friday Central Time, excluding State-recognized holidays. Phone support shall be conducted in the following manner:

a. The State agrees to receive all initial support calls from the field, and from self-service super kiosk users, and triage as applicable to the Contractor's Help Desk/Technical Support personnel.

b. When the State personnel calls the Contractor's Help Desk/Technical Support personnel, the Contractor's Help Desk/Technical Support personnel shall not place the State caller on hold for more than five (5) minutes.

c. If investigation and research is required by the Contractor's Help Desk/Technical Support personnel and the problem cannot be resolved or the question cannot be answered immediately, then the Contractor's Help Desk/Technical Support personnel shall inform the State personnel of such and shall call back within two (2) hours to report progress on the problem's resolution. The Contractor's Help Desk/Technical Support personnel should continue, on a daily basis or other basis as agreed upon between the State and the Contractor, to keep the State personnel informed on progress of the problem's resolution.

d. The Contractor shall keep a log of all maintenance and technical support calls made to the Contractor's Help Desk/Technical Support personnel and document the complaints and problems reported to the Contractor's Help Desk/Technical Support personnel by the State. The log shall be made available to the State as part of monthly reporting as well as any other time upon request by the State. The log must at a minimum contain the following information:

(1) Date and Time of call;
(2) Name of Caller;
(3) Caller's Organization Name;
(4) Caller's telephone number and/or electronic mail (e-mail) address;
(5) Description of Reported Problem/Complaint;
(6) Indication of whether the problem/complaint was resolved at time of call;
(7) Description of any follow up investigation or resolution plans;
(8) Assigned Case number if resolution not provided during call; and
(9) Date of and Description of Final Resolution.

A.7. Software Support. The Contractor shall provide remote, and on-site if necessary, field software support of each and all of the forty (40) existing self-service super kiosks deployed throughout Tennessee in locations designated by the State. Such support shall be as needed to ensure that the production self-service super kiosks are operational, including detection and correction of software system errors in accordance with the approved specifications, requirements, and approved change orders. It is understood that this support is limited to software components provided by the Contractor. The Contractor agrees to maintain and manage a kiosk internal test environment of the configuration as deployed in order to aid in issue analysis and fix verification.

A.8. Hardware Support and Replacement. The Contractor shall provide remote, and on-site if necessary, field hardware and software support of each and all of the forty (40) existing self-service super kiosks deployed throughout Tennessee in locations designated by the State. Hardware support includes the physical kiosk and all Contractor-provided components (see Section A.3.c.). It is understood that receipt paper consumables are not considered "support" and are not covered in this Contract. The Contractor agrees to manage and maintain a supply of self-service super kiosk parts and backup equipment. Hardware spares are stored by the Contractor's technicians and are rotated into service as needed, at no additional cost to the State above the cost indicated in Section C.3. Repairs are conducted, as needed and at no additional cost to the State above the cost indicated in Section C.3., throughout the life of the Contract. In the event of a total failure of any of the components, the Contractor shall replace the failed component from the supply of parts and backup equipment being maintained and managed by the Contractor. If the Contractor cannot replace the failed component from the supply of parts and backup equipment being maintained and managed by the Contractor, the Contractor will engage the engineering team to qualify a comparable, suitable replacement so that support can continue for the duration of the Contract. In cases where hardware has come to "end of life", or

parts are no longer available, or all repair avenues have been exhausted, the Contractor will engage the engineering team to qualify a comparable, suitable replacement so that support can continue for the duration of the Contract.

A.9. Quarterly System Diagnostic and Data Reviews. The Contractor shall perform quarterly system diagnostic and data reviews to advise the State on transaction adoption (completion) and reduction of incomplete transactions.

A.10. Data Security. As applicable, any and all methods of data transmission, use, disclosure, and storage must conform to current State of Tennessee and federal privacy laws and state and federal privacy and security standards to ensure that data is secure at all times, including but not limited to, at rest; during transmission; and while stored. The Contractor will implement reasonable and appropriate measures to secure all data against accidental or unlawful access or disclosure. The Contractor may be an "information holder" under the terms of Tenn. Code Annotated § 47-18-2107, and as such, its actions shall be governed by that law. Security measures must in place at multiple levels to protect against the loss, misuse, and alteration of the data managed by the Contractor, if applicable:

a. **Physical Security** – Physical access to the Contractor's environment is limited to only authorized personnel and secured by multi-level access authorization throughout the facility;

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

c. **Data Security** – All State data residing on Contractor's equipment are backed up regularly and stored at a secure secondary location, if needed, but no production data is permitted at the Contractor site; and

d. **Browser-level Security** – Secure Socket Layer (SSL) encryption protects server authentication information and data transferred between the State and the Contractor.

A.11. Remote Monitoring Agent. The Contractor has the capability of proactively monitoring the operational status of the self-service super kiosks with a remote monitoring application called "Uptime". The State does not currently have this service. The Contractor will, with State approval, implement and maintain this application at no additional charge to the State. The self-service super kiosks can be actively monitored using "Uptime" which has the capability of automatically sending alerts to support personnel depending on the particular situation that has created the issue. For example: if it is a software application problem, the alert could go to the Tier 3 Application Support team; if it is a hardware issue such as disk fault, the alert would go to the sysadmin whereas a printer fault would go to the local Tier 2 team. If implemented, after implementation the State would be the primary monitoring recipient of alerts along with the Contractor also receiving alerts. The State and the Contractor would review and agree on the remote monitoring agent monitoring and communication protocol. It is understood that this remote monitoring application is not the same as the administrator console (Management Console and Dashboard) currently in use by the State which the Contractor shall continue to provide, maintain, and support.

A.12. Preventative Maintenance. The Contractor shall provide routine preventative maintenance services on each and all of the forty (40) existing self-service super kiosks deployed throughout Tennessee in locations designated by the State. The Contractor shall provide two (2) on-site preventative maintenance visits during the term of this Contract. At the time of each on-site visit, clean-up shall be the responsibility of the Contractor. Preventative maintenance services include on-site self-service super kiosk check-ups, including the inspection of hardware to detect and correct potential future operational issues. In addition to general hardware inspection, the following self-service super kiosk checks will be performed:

Self Service Super Kiosk Preventative Maintenance Services	
Hardware	**Software**
• Clean air ducts • Remove and clean air filters • Blow out dust • Wipe clean PC case and monitor • Ensure cables are connected • Reseat power cables • Check media ports	• Review system logs for hardware errors • Clean out system cache and temporary files • Review system logs • Review free disk space • Review application logs • Defrag disk if necessary • Perform regular and scheduled system drive checks

A.13. Moves of Self-Service Super Kiosks. The move of a self-service super kiosk from one location to another location shall only occur upon written request from the State to the Contractor. The Contractor has indicated that such a move is a multi-day, multi-person event and requires a two (2)-week advance notice prior to such move. Included in a move are the following:

a. Preliminary site survey of the new location;

b. Renting of truck for transfer of equipment;

c. Dismantling and removal of equipment from current location;

d. Hook-up and installation of equipment at new location; and

e. Any and all testing of equipment (end-to-end) at new location.

A.14. Training and Technical Manuals. The Contractor shall provide, at no additional cost to the State, refresher training as needed, especially if an update changes the operation of a self-service super kiosk. The Contractor shall continue to maintain and update, as needed, the following technical documents: functional specifications; interface control document; platform specifications; and network architecture diagram. The technical documents shall meet the following requirements:

a. Be complete and describe overall aspects of the system configuration and operating instruction and be comprehensive on all software aspects, including but not limited to file structure, directory structure, database record layout, workstation architecture, system architecture, registry settings/entries, and services utilized;

b. Be provided to the State in an electronic format, including when revisions and/or changes are made to any of the documentation;

c. The Contractor shall not remove or redact any part of the technical manuals except to remove errors. Whenever an update is made to reflect a change, the obsolete information shall remain intact, accessible to the State, and be clearly marked that the information has been updated, the period of time the information reflected the actual design, and a reference to where the updated information is located; and

d. The State shall have a royalty free license to reproduce and distribute, to driver services division employees and information technology (IT) staff assigned to the State, unlimited additional copies of all technical manuals, documentation, and training materials at no additional expense to the State.

A.15. Illicit Code. The Contractor shall warrant that it will not under any circumstances or conditions install various disabling devices, access codes, traps, copy protection devices, keys, time or date bugs, lock-up or deactivating devices, time bombs, termination by remote access, removal of source code, or other programs or code in the software or work product which could erase, corrupt, restrict us of, modify any data of the State, freeze, interfere with, or prevent the State's use of the software or its computing environment, destroy or terminate software or work product or data contained in it, or bypass any internal or external software security measure in order to obtain access to the system or data of the State without the written consent of the State. Contractor also warrants that no other similar types of electronic techniques will be used at any time in the future. The Contractor shall further warrant that unless necessary to perform valid duties under this Contract or can be verified and documented as to not cause harm to the State's operating environment and/or utilization of the system, any system programs developed or provided by the Contractor under this Contract to the State shall:

a. contain no hidden files;
b. not replicate, transmit, or activate itself without control of a person operating computing equipment on which it resides;
c. not alter, damage, or erase any data or computer programs without control of a person operating the computing equipment on which it resides;
d. contain no virus or similar code known or unknown to the Contractor;
e. contain no enabled restrictive key, node lock, time-out or other function, whether implemented by electronic, mechanical, or other means, which limits or hinders the use or access to any software programs based on residency on a specific hardware configuration, frequency of duration of use, or other limited criteria.

A.16. Turnover Plan. The State reserves the right to assume all hardware support and maintenance responsibility for the self-service super kiosks. The Contractor shall, within no more than three (3) months after the start date of this Contract, provide an updated Turnover Plan as part of this Contract. The Turnover Plan shall be submitted to the State in paper and electronic form. The Turnover Plan shall include details of the proposed schedule, a description of the activities, a description of known and potential outstanding issues, and data and resource requirements associated with the identified turnover tasks. Turnover is defined as those activities that are required to be performed by the Contractor in order to transition hardware contract operations and responsibilities to the State or a subsequent Contractor. During the turnover period, the Contractor and the State must ensure that there is no adverse impact on services immediately prior to, during, and immediately after the turnover period. The Contractor must fully cooperate with the State in achieving a smooth transition. It is understood that the self-service super kiosks include intellectual property of the Contractor and the State shall not authorize third party access to, or support of, the intellectual property of the Contractor without advance written approval from the Contractor.

A.17. Business Continuity and Disaster Recovery. The Contractor must fully cooperate with the State in defining and testing a business continuity and disaster recovery plan for the operation of the self-service super kiosks and in recovering the operation of the self-service super kiosks in the event of a disaster. If such plan is in existence, the Contractor shall update the plan as needed within the first three (3) months of this Contract.

A.18. Payment Processing Codes Update. The existing self-service super kiosk has the capability of supporting four (4) separate payment processing codes. The State has identified the need for the existing self-service super kiosk to support more than four (4) separate payment processing codes. The Contractor shall modify the existing self-service super kiosk user interface to support the display of more than four (4) payment processing codes. Further, the Contractor shall update the required software components to support additional payment processing codes. The Contractor shall perform complete end-to-end testing to validate the updates to the payment processing codes in both the Contractor's Quality Assurance (QA) environment and the State's environment.

A.19. Additional Projects - Change Orders. The State may, at its sole discretion and with written notice to the Contractor, request changes in the Scope that are necessary but were inadvertently unspecified in this Contract.

a. Change Order Creation — After receipt of a written request for additional services from the State, the Contractor shall respond to the State, within a maximum of ten (10) business days, with a written proposal for completing the service. Contractor's proposal must specify:

(1) the effect, if any, of implementing the requested change(s) on all other services required under this Contract;

(2) the specific effort involved in completing the change(s);

(3) the expected schedule for completing the change(s);

(4) the maximum number of person hours required for the change(s); and

(5) the maximum cost for the change(s)— this maximum cost shall in no instance exceed the product of the person hours required multiplied by the appropriate payment rate proposed for such work.

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

b. Change Order Performance — Subsequent to creation of a Change Order, the Contractor shall complete the required services. The State will be the sole judge of the acceptable completion of work and, upon such determination, shall provide the Contractor written approval.

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

A.20. Definition of "Written Request" as used in Section A.19.. If the Contractor has questions about the State's written request for additional services and discussions with the Contractor are needed to come to a more complete understanding of the additional services being requested, it is understood that "written request" as used in Section A.19. means the final written request created after discussions between the State and the Contractor have been completed.

A.21. Warranty. Contractor represents and warrants that the term of the warranty ("Warranty Period") shall be the greater of: (a) one (1) year after the provision and acceptance by the State of goods or services provided by Contractor; or (b) any other warranty generally offered by Contractor, its suppliers, or manufacturers to customers of its goods or services. During the Warranty Period, any nonconformance of the goods or services to the terms and conditions of this Contract shall constitute a "Defect" and shall be considered "Defective." If Contractor receives notice of a Defect during the Warranty Period, then Contractor shall correct the Defect at no additional charge.

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

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

A.22. Inspection and Acceptance. The State shall have the right to inspect all goods or services provided by Contractor under this Contract. If, upon inspection, the State determines that the goods or services are Defective, the State shall notify Contractor, and Contractor shall re-deliver the goods or provide the services at no additional cost to the State. If after a period of thirty (30) days following delivery of goods or performance of services the State does not provide a notice of any Defects, the goods or services shall be deemed to have been accepted by the State.

B. TERM OF CONTRACT:

This Contract shall be effective on October 01, 2016 ("Effective Date") and extend for a period of twelve (12) months after the Effective Date, thereby ending on September 30, 2017 ("Term"). The State shall have no obligation for goods or services provided by the Contractor prior to the Effective Date.

C. PAYMENT TERMS AND CONDITIONS:

C.1. Maximum Liability. In no event shall the maximum liability of the State under this Contract exceed Five Hundred Thousand ($500,000.00) Dollars ("Maximum Liability"). This Contract does not grant the Contractor any exclusive rights. The State does not guarantee that it will buy any minimum quantity of goods or services under this Contract. Subject to the terms and conditions of this Contract, the Contractor will only be paid for goods or services provided under this Contract after a purchase order is issued to Contractor by the State or as otherwise specified by this Contract.

C.2. Compensation Firm. The payment methodology in Section C.3. of this Contract shall constitute the entire compensation due the Contractor for all goods or services provided under this Contract regardless of the difficulty, materials or equipment required. The payment methodology includes all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Contractor.

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

a. The Contractor's compensation shall be contingent upon the satisfactory provision of goods or services as set forth in Section A.

b. The Contractor shall be compensated based upon the following payment methodology:

Goods or Services Description	Amount (per compensable increment)
Phone Support (see all of Section A., particularly Sections A.1. through A.6., A.20., and A.21.)	No additional cost to the State
Software Support (see all of Section A., particularly Sections A.1. through A.5., A.7., A.20., and A.21.)	$80,000.00 per year
Hardware Support (see all of Section A., particularly Sections A.1. through A.5., A.8., A.20., and A.21.)	$150,000.00 per year
Quarterly System Diagnostics and Data Review (see all of Section A., particularly Sections A.1. through A.5., A.9., A.20., and A.21.)	No additional cost to the State

Goods or Services Description	Amount (per compensable increment)
Remote Monitoring Agent (see all of Section A., particularly Sections A.1. through A.5., A.11., A.20., and A.21.)	No additional cost to the State
Preventative Maintenance (see all of Section A., particularly Section A.1. through A.5., A.12., A.20., and A.21.)	No additional cost to the State
Moves of Self-Service Super Kiosks (see all of Section A., particularly Section A.1. through A.5., A.13., A.20., and A.21.)	$5,000.00 per move
Payment Processing Codes Update (see all of Section A., particularly Sections A.1., A.2., A.18., A.20., A.21.)	$39,000.00 per total project

c. Software Support and Hardware Support is a bundle package and cannot be purchased separately.

d. Maintenance and Support beyond what is contemplated and covered in this Contract will be negotiated between the Parties upon request of the State to the Contractor. Rates for such will be as follows:

(1) Labor:

i. On-site non-emergency labor: $150.00 per hour;
ii. On-site emergency/overtime labor: $225.00 per hour; and
iii. Off-site engineering, QA, and project management labor: $125.00 per hour;

(2) Travel, Mileage, and Per Diem:

i. Travel time: $50.00 per hour;
ii. Mileage: current State-approved rates; and
iii. Per Diem Rate: current State-approved rates; and

(3) Parts and Materials: parts and materials will be as determined by a Change Order in accordance with Section A.19.

e. The Contractor shall be compensated for changes requested and performed pursuant to Contract Section A.19., without a formal amendment of this Contract based upon the payment rates detailed in the schedule below and as agreed pursuant to Contract Section A.19., PROVIDED THAT compensation to the Contractor for such "change order" work shall not exceed SEVEN PERCENT (7%) of the sum of milestone payment rates detailed in Section C.3.b., above (which is the total cost for the milestones and associated deliverables set forth in Contract Section A.). If, at any point during the Term, the State determines that the cost of necessary "change order" work would exceed the maximum amount, the State may amend this Contract to address the need.

Service Description	Amount (per compensable increment)
Additional Projects - Change Orders (see Section A.19.)	$ 19,530.00
NOTE: The Contractor shall not be compensated for travel time to the primary location of service provision.	

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

C.5. Invoice Requirements. The Contractor shall invoice the State only for goods delivered and accepted by the State or services satisfactorily provided at the amounts stipulated in Section C.3., above. Contractor shall submit invoices and necessary supporting documentation, no more frequently than once a month, and no later than thirty (30) days after goods or services have been provided to the following address:

Tennessee Department of Safety and Homeland Security
ATTN: Driver Services Division
1150 Foster Avenue
Nashville, TN 37243

a. Each invoice, on Contractor's letterhead, shall clearly and accurately detail all of the following information (calculations must be extended and totaled correctly):

(1) Invoice number (assigned by the Contractor);
(2) Invoice date;
(3) Contract number (assigned by the State);
(4) Customer account name: Tennessee Department of Safety and Homeland Security / Driver Services Division
(5) Customer account number (assigned by the Contractor to the above-referenced Customer);
(6) Contractor name;
(7) Contractor Tennessee Edison registration ID number;
(8) Contractor contact for invoice questions (name, phone, or email);
(9) Contractor remittance address;
(10) Description of delivered goods or services provided and invoiced, including identifying information as applicable;
(11) Number of delivered or completed units, increments, hours, or days as applicable, of each good or service invoiced;
(12) Applicable payment methodology (as stipulated in Section C.3.) of each good or service invoiced;
(13) Amount due for each compensable unit of good or service; and
(14) Total amount due for the invoice period.

b. Contractor's invoices shall:

(1) Only include charges for goods delivered or services provided as described in Section A. and in accordance with payment terms and conditions set forth in Section C.;
(2) Only be submitted for goods delivered or services completed and shall not include any charge for future goods to be delivered or services to be performed;
(3) Not include Contractor's taxes, which includes without limitation Contractor's sales and use tax, excise taxes, franchise taxes, real or personal property taxes, or income taxes; and
(4) Include shipping or delivery charges only as authorized in this Contract.

c. The timeframe for payment (or any discounts) begins only when the State is in receipt of an invoice that meets the minimum requirements of this Section C.5.

C.6. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any payment, invoice, or other matter. A payment by the State shall not be construed as acceptance of goods delivered, any part of the services provided, or as approval of any amount invoiced.

C.7. Invoice Reductions. The Contractor's invoice shall be subject to reduction for amounts included in any invoice or payment that is determined by the State, on the basis of audits conducted in

accordance with the terms of this Contract, to not constitute proper compensation for goods delivered or services provided.

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

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

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

b. The Contractor shall complete, sign, and return to the State the State-provided W-9 form. The taxpayer identification number on the W-9 form must be the same as the Contractor's Federal Employer Identification Number or Social Security Number referenced in the Contractor's Edison registration information.

D. MANDATORY TERMS AND CONDITIONS:

D.1. Required Approvals. The State is not bound by this Contract until it is duly approved by the Parties and all appropriate State officials in accordance with applicable Tennessee laws and regulations. Depending upon the specifics of this Contract, this may include approvals by the Commissioner of Finance and Administration, the Commissioner of Human Resources, the Comptroller of the Treasury, and the Chief Procurement Officer. Approvals shall be evidenced by a signature or electronic approval.

D.2. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Contract shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by email or facsimile transmission with recipient confirmation. All communications, regardless of method of transmission, shall be addressed to the respective Party at the appropriate mailing address, facsimile number, or email address as stated below or any other address provided in writing by a Party.

The State:

Michael Hogan, Director / Driver Services Division
Tennessee Department of Safety and Homeland Security
1150 Foster Avenue
Nashville, TN 37243
Email Address: michael.hogan@tn.gov
Telephone #: (615) 251-5140
FAX #: (615) 253-2092

The Contractor:

Robert Eckel, President
MorphoTrust USA, LLC
296 Concord Road, 3rd Floor
Billerica, MA 01821
Email Address: beckel@morphotrust.com
Telephone #: (978) 215-2525 (office); (508) 572-8625 (mobile)
FAX #: (978) 215-2500

CENTRAL PROCUREMENT OFFICE

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

D.3. Modification and Amendment. This Contract may be modified only by a written amendment signed by all Parties and approved by all applicable State officials. The State's exercise of a valid Renewal Option or Term Extension does not constitute an amendment so long as there are no other changes to the Contract's terms and conditions.

D.4. Subject to Funds Availability. The Contract is subject to the appropriation and availability of State or federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate this Contract upon written notice to the Contractor. The State's exercise of its right to terminate this Contract shall not constitute a breach of Contract by the State. Upon receipt of the written notice, the Contractor shall cease all work associated with the Contract. If the State terminates this Contract due to lack of funds availability, the Contractor shall be entitled to compensation for all conforming goods requested and accepted by the State and for all satisfactory and authorized services completed as of the termination date. Should the State exercise its right to terminate this Contract due to unavailability of funds, the Contractor shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages of any description or amount.

D.5. Termination for Convenience. The State may terminate this Contract for convenience without cause and for any reason. The State shall give the Contractor at least thirty (30) days written notice before the termination date. The Contractor shall be entitled to compensation for all conforming goods delivered and accepted by the State or for satisfactory, authorized services completed as of the termination date. In no event shall the State be liable to the Contractor for compensation for any goods neither requested nor accepted by the State or for any services neither requested by the State nor satisfactorily performed by the Contractor. In no event shall the State's exercise of its right to terminate this Contract for convenience relieve the Contractor of any liability to the State for any damages or claims arising under this Contract.

D.6. Termination for Cause. If the Contractor fails to properly perform its obligations under this Contract, or if the Contractor materially violates any terms of this Contract ("Breach Condition"), the State shall provide written notice to Contractor specifying the Breach Condition. If within thirty (30) days of notice, the Contractor has not cured the Breach Condition, the State may terminate the Contract and withhold payments in excess of compensation for completed services or provided goods. Notwithstanding the above, the Contractor shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Contract by the Contractor and the State may seek other remedies allowed at law or in equity for breach of this Contract.

D.7. Assignment and Subcontracting. The Contractor shall not assign this Contract or enter into a subcontract for any of the goods or services provided under this Contract without the prior written approval of the State. Notwithstanding any use of the approved subcontractors, the Contractor shall be the prime contractor and responsible for compliance with all terms and conditions of this Contract. The State reserves the right to request additional information or impose additional terms and conditions before approving an assignment of this Contract in whole or in part or the use of subcontractors in fulfilling the Contractor's obligations under this Contract.

D.8. Conflicts of Interest. The Contractor warrants that no part of the Contractor's compensation shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Contractor in connection with any work contemplated or performed under this Contract.

The Contractor acknowledges, understands, and agrees that this Contract shall be null and void if the Contractor is, or within the past six (6) months has been, an employee of the State of Tennessee or if the Contractor is an entity in which a controlling interest is held by an individual who is, or within the past six (6) months has been, an employee of the State of Tennessee.

D.9. Nondiscrimination. The Contractor hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the Contractor on the grounds of handicap or disability, age, race, creed, color, religion, sex, national origin, or any other classification protected by federal or state law. The Contractor shall, upon request, show proof of nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

D.10. Prohibition of Illegal Immigrants. The requirements of Tenn. Code Ann. § 12-3-309 addressing the use of illegal immigrants in the performance of any contract to supply goods or services to the state of Tennessee, shall be a material provision of this Contract, a breach of which shall be grounds for monetary and other penalties, up to and including termination of this Contract.

a. The Contractor agrees that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this Contract. The Contractor shall reaffirm this attestation, in writing, by submitting to the State a completed and signed copy of the document at Attachment 01, semi-annually during the Term. If the Contractor is a party to more than one contract with the State, the Contractor may submit one attestation that applies to all contracts with the State. All Contractor attestations shall be maintained by the Contractor and made available to State officials upon request.

b. Prior to the use of any subcontractor in the performance of this Contract, and semi-annually thereafter, during the Term, the Contractor shall obtain and retain a current, written attestation that the subcontractor shall not knowingly utilize the services of an illegal immigrant to perform work under this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant to perform work under this Contract. Attestations obtained from subcontractors shall be maintained by the Contractor and made available to State officials upon request.

c. The Contractor shall maintain records for all personnel used in the performance of this Contract. Contractor's records shall be subject to review and random inspection at any reasonable time upon reasonable notice by the State.

d. The Contractor understands and agrees that failure to comply with this section will be subject to the sanctions of Tenn. Code Ann. § 12-3-309 for acts or omissions occurring after its effective date.

e. For purposes of this Contract, "illegal immigrant" shall be defined as any person who is not: (i) a United States citizen; (ii) a Lawful Permanent Resident; (iii) a person whose physical presence in the United States is authorized; (iv) allowed by the federal Department of Homeland Security and who, under federal immigration laws or regulations, is authorized to be employed in the U.S.; or (v) is otherwise authorized to provide services under the Contract.

D.11. Records. The Contractor shall maintain documentation for all charges under this Contract. The books, records, and documents of the Contractor, for work performed or money received under this Contract, shall be maintained for a period of five (5) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the State, the Comptroller of the Treasury, or their duly appointed representatives. The financial statements shall be prepared in accordance with generally accepted accounting principles.

D.12. Monitoring. The Contractor's activities conducted and records maintained pursuant to this Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.

D.13. Progress Reports. The Contractor shall submit brief, periodic, progress reports to the State as requested.

D.14. Strict Performance. Failure by any Party to this Contract to require, in any one or more cases, the strict performance of any of the terms, covenants, conditions, or provisions of this Contract shall not be construed as a waiver or relinquishment of any term, covenant, condition, or provision. No term or condition of this Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the Parties.

D.15. Independent Contractor. The Parties shall not act as employees, partners, joint venturers, or associates of one another. The Parties are independent contracting entities. Nothing in this Contract shall be construed to create an employer/employee relationship or to allow either Party to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one Party are not employees or agents of the other Party.

D.16 Patient Protection and Affordable Care Act. The Contractor agrees that it will be responsible for compliance with the Patient Protection and Affordable Care Act ("PPACA") with respect to itself and its employees, including any obligation to report health insurance coverage, provide health insurance coverage, or pay any financial assessment, tax, or penalty for not providing health insurance. The Contractor shall indemnify the State and hold it harmless for any costs to the State arising from Contractor's failure to fulfill its PPACA responsibilities for itself or its employees.

D.17. Limitation of State's Liability. The State shall have no liability except as specifically provided in this Contract. In no event will the State be liable to the Contractor or any other party for any lost revenues, lost profits, loss of business, decrease in the value of any securities or cash position, time, money, goodwill, or any indirect, special, incidental, punitive, exemplary or consequential damages of any nature, whether based on warranty, contract, statute, regulation, tort (including but not limited to negligence), or any other legal theory that may arise under this Contract or otherwise. The State's total liability under this Contract (including any exhibits, schedules, amendments or other attachments to the Contract) or otherwise shall under no circumstances exceed the Maximum Liability. This limitation of liability is cumulative and not per incident.

D.18. Limitation of Contractor's Liability. In accordance with Tenn. Code Ann. § 12-3-701, the Contractor's liability for all claims arising under this Contract shall be limited to an amount equal to two (2) times the Maximum Liability amount detailed in Section C.1. and as may be amended, PROVIDED THAT in no event shall this Section limit the liability of the Contractor for: (i) intellectual property or any Contractor indemnity obligations for infringement for third-party intellectual property rights; (ii) any claims covered by any specific provision in the Contract providing for liquidated damages; or (iii) any claims for intentional torts, criminal acts, fraudulent conduct, or acts or omissions that result in personal injuries or death.

D.19. Hold Harmless. The Contractor agrees to indemnify and hold harmless the State of Tennessee as well as its officers, agents, and employees from and against any and all claims, liabilities, losses, and causes of action which may arise, accrue, or result to any person, firm, corporation, or other entity which may be injured or damaged as a result of acts, omissions, or negligence on the part of the Contractor, its employees, or any person acting for or on its or their behalf relating to this Contract. The Contractor further agrees it shall be liable for the reasonable cost of attorneys for the State to enforce the terms of this Contract.

In the event of any suit or claim, the Parties shall give each other immediate notice and provide all necessary assistance to respond. The failure of the State to give notice shall only relieve the Contractor of its obligations under this Section to the extent that the Contractor can demonstrate actual prejudice arising from the failure to give notice. This Section shall not grant the Contractor, through its attorneys, the right to represent the State in any legal matter, as the right to represent the State is governed by Tenn. Code Ann. § 8-6-106.

D.20. HIPAA Compliance. The State and Contractor shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), Health Information Technology for Economic and Clinical Health ("HITECH") Act and any other relevant laws and regulations

regarding privacy (collectively the "Privacy Rules"). The obligations set forth in this Section shall survive the termination of this Contract.

a. Contractor warrants to the State that it is familiar with the requirements of the Privacy Rules, and will comply with all applicable requirements in the course of this Contract.

b. Contractor warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of the Contract so that both parties will be in compliance with the Privacy Rules.

c. The State and the Contractor will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably necessary to keep the State and Contractor in compliance with the Privacy Rules. This provision shall not apply if information received or delivered by the parties under this Contract is NOT "protected health information" as defined by the Privacy Rules, or if the Privacy Rules permit the parties to receive or deliver the information without entering into a business associate agreement or signing another document.

d. The Contractor will indemnify the State and hold it harmless for any violation by the Contractor or its subcontractors of the Privacy Rules. This includes the costs of responding to a breach of protected health information, the costs of responding to a government enforcement action related to the breach, and any fines, penalties, or damages paid by the State because of the violation.

D.21. Tennessee Consolidated Retirement System. Subject to statutory exceptions contained in Tenn. Code Ann. §§ 8-36-801, *et seq.*, the law governing the Tennessee Consolidated Retirement System ("TCRS"), provides that if a retired member of TCRS, or of any superseded system administered by TCRS, or of any local retirement fund established under Tenn. Code Ann. §§ 8-35-101, *et seq.*, accepts State employment, the member's retirement allowance is suspended during the period of the employment. Accordingly and notwithstanding any provision of this Contract to the contrary, the Contractor agrees that if it is later determined that the true nature of the working relationship between the Contractor and the State under this Contract is that of "employee/employer" and not that of an independent contractor, the Contractor, if a retired member of TCRS, may be required to repay to TCRS the amount of retirement benefits the Contractor received from TCRS during the Term.

D.22. Tennessee Department of Revenue Registration. The Contractor shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 – 608. Compliance with applicable registration requirements is a material requirement of this Contract.

D.23. Debarment and Suspension. The Contractor certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:

a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;

b. have not within a three (3) year period preceding this Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;

c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and

d. have not within a three (3) year period preceding this Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

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

D.24. Force Majeure. "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the Party except to the extent that the non-performing Party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing Party through the use of alternate sources, workaround plans or other means. A strike, lockout or labor dispute shall not excuse either Party from its obligations under this Contract. Except as set forth in this Section, any failure or delay by a Party in the performance of its obligations under this Contract arising from a Force Majeure Event is not a default under this Contract or grounds for termination. The non-performing Party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the Party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Contractor's representatives, suppliers, subcontractors, customers or business apart from this Contract is not a Force Majeure Event under this Contract. Contractor will promptly notify the State of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the State within one (1) day of the inception of the delay) that a Force Majeure Event has occurred, and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Contractor's performance longer than forty-eight (48) hours, the State may, upon notice to Contractor: (a) cease payment of the fees until Contractor resumes performance of the affected obligations; or (b) immediately terminate this Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Contractor will not increase its charges under this Contract or charge the State any fees other than those provided for in this Contract as the result of a Force Majeure Event.

D.25. State and Federal Compliance. The Contractor shall comply with all applicable state and federal laws and regulations in the performance of this Contract.

D.26. Governing Law. This Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The Tennessee Claims Commission or the state or federal courts in Tennessee shall be the venue for all claims, disputes, or disagreements arising under this Contract. The Contractor acknowledges and agrees that any rights, claims, or remedies against the State of Tennessee or its employees arising under this Contract shall be subject to and limited to those rights and remedies available under Tenn. Code Ann. §§ 9-8-101 - 407.

D.27. Entire Agreement. This Contract is complete and contains the entire understanding between the Parties relating to its subject matter, including all the terms and conditions of the Parties' agreement. This Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the Parties, whether written or oral.

D.28. Severability. If any terms and conditions of this Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions of this Contract shall not be affected and shall remain in full force and effect. The terms and conditions of this Contract are severable.

D.29. Headings. Section headings of this Contract are for reference purposes only and shall not be construed as part of this Contract.

D.30. Incorporation of Additional Documents. Each of the following documents is included as a part of this Contract by reference. In the event of a discrepancy or ambiguity regarding the Contractor's duties, responsibilities, and performance under this Contract, these items shall govern in order of precedence below:

a. any amendment to this Contract, with the latter in time controlling over any earlier amendments;
b. this Contract with any attachments or exhibits (excluding the items listed at subsections c. through f., below);
c. any clarifications of or addenda to the Contractor's proposal seeking this Contract;
d. the State solicitation, as may be amended, requesting responses in competition for this Contract;
e. any technical specifications provided to proposers during the procurement process to award this Contract; and
f. the Contractor's response seeking this Contract.

D.31. Iran Divestment Act. The requirements of Tenn. Code Ann. § 12-12-111, addressing contracting with persons with investment activities in Iran, shall be a material provision of this Contract. The Contractor agrees, under penalty of perjury, that to the best of its knowledge and belief that it is not on the list created pursuant to Tenn. Code Ann. § 12-12-106.

D.32. Insurance. Contractor shall provide the State a certificate of insurance ("COI") evidencing the coverages and amounts specified below. The COI shall be provided ten (10) business days prior to the Effective Date and again upon renewal or replacement of coverages required by this Contract. If insurance expires during the Term, the State must receive a new COI at least thirty (30) calendar days prior to the insurance's expiration date. If the Contractor loses insurance coverage, does not renew coverage, or for any reason becomes uninsured during the Term, the Contractor shall notify the State immediately.

The COI shall be on a form approved by the Tennessee Department of Commerce and Insurance ("TDCI") and signed by an authorized representative of the insurer. The COI shall list each insurer's national association of insurance commissioners (also known as NAIC) number and list the State of Tennessee, Risk Manager, 312 Rosa L. Parks Ave., 3rd floor Central Procurement Office, Nashville, TN 37243 in the certificate holder section. At any time, the State may require the Contractor to provide a valid COI detailing coverage description; insurance company; policy number; exceptions; exclusions; policy effective date; policy expiration date; limits of liability; and the name and address of insured. The Contractor's failure to maintain or submit evidence of insurance coverage is considered a material breach of this Contract.

If the Contractor desires to self-insure, then a COI will not be required to prove coverage. In place of the COI, the Contractor must provide a certificate of self-insurance or a letter on the Contractor's letterhead detailing its coverage, liability policy amounts, and proof of funds to reasonably cover such expenses. Compliance with Tenn. Code Ann. § 50-6-405 and the rules of the TDCI is required for the Contractor to self-insure workers' compensation.
All insurance companies must be: (a) acceptable to the State; (b) authorized by the TDCI to transact business in the State of Tennessee; and (c) rated A- VII or better by A. M. Best. The Contractor shall provide the State evidence that all subcontractors maintain the required insurance or that the subcontractors are included under the Contractor's policy.

The Contractor agrees to name the State as an additional insured on any insurance policies with the exception of workers' compensation (employer liability) and professional liability (errors and omissions) ("Professional Liability") insurance. Also, all policies shall contain an endorsement for a waiver of subrogation in favor of the State.

The deductible and any premiums are the Contractor's sole responsibility. Any deductible over fifty thousand dollars ($50,000) must be approved by the State. The Contractor agrees that the insurance requirements specified in this Section do not reduce any liability the Contractor has assumed under this Contract including any indemnification or hold harmless requirements.
The State agrees that it shall give written notice to the Contractor as soon as practicable after the State becomes aware of any claim asserted or made against the State, but in no event later than thirty (30) calendar days after the State becomes aware of such claim. The failure of the State to give notice shall only relieve the Contractor of its obligations under this Section to the extent that the Contractor can demonstrate actual prejudice arising from the failure to give notice. This Section shall not grant the Contractor or its insurer, through its attorneys, the right to represent

the State in any legal matter, as the right to represent the State is governed by Tenn. Code Ann. § 8-6-106.

All coverage required shall be on a primary basis and noncontributory with any other insurance coverage or self-insurance carried by the State. The State reserves the right to amend or require additional endorsements, types of coverage, and higher or lower limits of coverage depending on the nature of the work. Purchases or contracts involving any hazardous activity or equipment, tenant, concessionaire and lease agreements, alcohol sales, cyber-liability risks, environmental risks, special motorized equipment, or property may require customized insurance requirements (e.g. umbrella liability insurance) in addition to the general requirements listed below.

To achieve the required coverage levels, a combination of a specific policy written with an umbrella policy covering liabilities above stated limits is acceptable (For example: If appropriate limits are two million dollars ($2,000,000) per occurrence and two million dollars ($2,000,000) aggregate, acceptable coverage would include a specific policy covering one million dollars ($1,000,000) per occurrence and one million dollars ($1,000,000) aggregate written with an umbrella policy for one million dollars ($1,000,000) per occurrence and one million dollars ($1,000,000) aggregate. If the deficient underlying policy is for coverage area without aggregate limits (generally Automobile Liability and Employers' Liability Accident), Contractor shall provide a copy of the umbrella insurance policy documents to ensure that no aggregate limit applies to the umbrella policy for that coverage area as well.

a. Commercial General Liability Insurance.

(1) The Contractor shall maintain commercial general liability insurance, which shall be written on an Insurance Services Office, Inc. (also known as ISO) occurrence form (or a substitute form providing equivalent coverage) and shall cover liability arising from property damage, premises/operations, independent contractors, contractual liability, completed operations/products, personal and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract); and

(2) The Contractor shall maintain bodily injury/property damage with a combined single limit not less than one million dollars ($1,000,000) per occurrence and two million dollars ($2,000,000) aggregate for bodily injury and property damage, including products and completed operations coverage with an aggregate limit of at least two million dollars ($2,000,000).

b. Workers' Compensation and Employer Liability Insurance.

(1) For Contractors statutorily required to carry workers' compensation and employer liability insurance, the Contractor shall maintain:

i. Workers' compensation in an amount not less than one million dollars ($1,000,000) including employer liability of one million dollars ($1,000,000) per accident for bodily injury by accident, one million dollars ($1,000,000) policy limit by disease, and one million dollars ($1,000,000) per employee for bodily injury by disease.

(2) If the Contractor certifies that it is exempt from the requirements of Tenn. Code Ann. §§ 50-6-101 through 50-6-103, then the Contractor shall furnish written proof of such exemption for one or more of the following reasons:

i. The Contractor employs fewer than five (5) employees;
ii. The Contractor is a sole proprietor;
iii. The Contractor is in the construction business or trades with no employees;
iv. The Contractor is in the coal mining industry with no employees;
v. The Contractor is a state or local government; or

vi. The Contractor self-insures its workers' compensation and is in compliance with the TDCI rules and Tenn. Code Ann. § 50-6-405.

c. Automobile Liability Insurance.

(1) The Contractor shall maintain automobile liability insurance which shall cover liability arising out of any automobile (including owned, leased, hired, and non-owned automobiles); and

(2) The Contractor shall maintain bodily injury/property damage with a limit not less than one million dollars ($1,000,000) per occurrence or combined single limit.

E. SPECIAL TERMS AND CONDITIONS:

E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Contract, the special terms and conditions shall be subordinate to the Contract's other terms and conditions.

E.2. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law. All material and information, regardless of form, medium or method of communication, provided to the Contractor by the State or acquired by the Contractor on behalf of the State that is regarded as confidential under state or federal law shall be regarded as "Confidential Information." Nothing in this Section shall permit Contractor to disclose any Confidential Information, regardless of whether it has been disclosed or made available to the Contractor due to intentional or negligent actions or inactions of agents of the State or third parties. Confidential Information shall not be disclosed except as required or permitted under state or federal law. Contractor shall take all necessary steps to safeguard the confidentiality of such material or information in conformance with applicable state and federal law.

The obligations set forth in this Section (E.2.) shall survive the termination of this Contract.

E.3. Ownership of Software and Work Products.

a. Definitions.

(1) "Contractor-Owned Software," shall mean commercially available software the rights to which are owned by Contractor, including but not limited to commercial "off-the-shelf" software which is not developed using State's money or resources.

(2) "Custom-Developed Application Software," shall mean customized application software developed by Contractor solely for State.

(3) "Rights Transfer Application Software," shall mean any pre-existing application software owned by Contractor or a third party, provided to State and to which Contractor will grant and assign, or will facilitate the granting and assignment of, all rights, including the source code, to State.

(4) "Third-Party Software," shall mean software not owned by the State or the Contractor.

(5) "Work Product," shall mean all deliverables exclusive of hardware, such as software, software source code, documentation, planning, etc., that are created, designed, developed, or documented by the Contractor exclusively for the State during the course of the project using State's money or resources, including Custom-Developed Application Software. If the deliverables under this Contract include Rights Transfer Application Software, the definition of Work Product shall also include such software. Work Product shall not include Contractor-Owned Software or Third-Party Software.

b. Rights and Title to the Software.

(1) All right, title and interest in and to the Contractor-Owned Software shall at all times remain with Contractor, subject to any license granted under this Contract.

(2) All right, title and interest in and to the Work Product, and to modifications thereof made by State, including without limitation all copyrights, patents, trade secrets and other intellectual property and other proprietary rights embodied by and arising out of the Work Product, shall belong to State. To the extent such rights do not automatically belong to State, Contractor hereby assigns, transfers, and conveys all right, title and interest in and to the Work Product, including without limitation the copyrights, patents, trade secrets, and other intellectual property rights arising out of or embodied by the Work Product. Contractor and its employees, agents, contractors or representatives shall execute any other documents that State or its counsel deem necessary or desirable to document this transfer or allow State to register its claims and rights to such intellectual property rights or enforce them against third parties.

(3) All right, title and interest in and to the Third-Party Software shall at all times remain with the third party, subject to any license granted under this Contract.

c. The Contractor may use for its own purposes the general knowledge, skills, experience, ideas, concepts, know-how, and techniques obtained and used during the course of performing under this Contract. The Contractor may develop for itself, or for others, materials which are similar to or competitive with those that are produced under this Contract.

E.4. Software License Warranty. Contractor grants a license to the State to use all software provided under this Contract in the course of the State's business and purposes.

E.5. Software Support and Maintenance Warranty. Contractor shall provide to the State all software upgrades, modifications, bug fixes, or other improvements in its software that it makes generally available to its customers.

E.6. Extraneous Terms and Conditions. Contractor shall fill all orders submitted by the State under this Contract. No purchase order, invoice, or other documents associated with any sales, orders, or supply of any good or service under this Contract shall contain any terms or conditions other than as set forth in the Contract. Any such extraneous terms and conditions shall be void, invalid and unenforceable against the State. Any refusal by Contractor to supply any goods or services under this Contract conditioned upon the State submitting to any extraneous terms and conditions shall be a material breach of the Contract and constitute an act of bad faith by Contractor.

E.7. State Furnished Property. The Contractor shall be responsible for the correct use, maintenance, and protection of all articles of nonexpendable, tangible personal property furnished by the State for the Contractor's use under this Contract. Upon termination of this Contract, all property furnished by the State shall be returned to the State in the same condition as when received, less reasonable wear and tear. Should the property be destroyed, lost, or stolen, the Contractor shall be responsible to the State for the fair market value of the property at the time of loss.

E.8. Prohibited Advertising or Marketing. The Contractor shall not suggest or imply in advertising or marketing materials that Contractor's goods or services are endorsed by the State. The restrictions on Contractor advertising or marketing materials under this Section shall survive the termination of this Contract.

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

a. No federally appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of an agency, a member of Congress, an officer or employee of Congress, or an

employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with any contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

c. The Contractor shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

E.10. 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 concerning or arising out of any claim of an alleged patent, copyright, trade secret or other intellectual property infringement. In any such claim or action brought against the State, the Contractor shall satisfy and indemnify the State for the amount of any settlement or final judgment, and the Contractor shall be responsible for all legal or other fees or expenses incurred by the State arising from any such claim. The State shall give the Contractor notice of any such claim or suit, however, the failure of the State to give such notice shall only relieve Contractor of its obligations under this Section to the extent Contractor can demonstrate actual prejudice arising from the State's failure to give notice. This Section shall not grant the Contractor, through its attorneys, the right to represent the State of Tennessee in any legal matter, as provided in Tenn. Code Ann. § 8-6-106.

E.11. 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 and/or procure 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.

E.12. Federal Funding Accountability and Transparency Act (FFATA). This Contract requires the Contractor to provide supplies or services that are funded in whole or in part by federal funds that are subject to FFATA. The Contractor is responsible for ensuring that all applicable requirements, including but not limited to those set forth herein, of FFATA are met and that the Contractor provides information to the State as required.

The Contractor shall comply with the following:

a. Reporting of Total Compensation of the Contractor's Executives.

(1) The Contractor shall report the names and total compensation of each of its five most highly compensated executives for the Contractor's preceding completed fiscal year, if in the Contractor's preceding fiscal year it received:

i. 80 percent or more of the Contractor's annual gross revenues from federal procurement contracts and federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

ii. $25,000,000 or more in annual gross revenues from federal procurement contracts (and subcontracts), and federal financial assistance subject to the Transparency Act (and subawards); and

iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at http://www.sec.gov/answers/execomp.htm.).

As defined in 2 C.F.R. § 170.315, "Executive" means officers, managing partners, or any other employees in management positions.

(2) Total compensation means the cash and noncash dollar value earned by the executive during the Contractor's preceding fiscal year and includes the following (for more information see 17 C.F.R. § 229.402(c)(2)):

i. Salary and bonus.

ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.

iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans

that do not discriminate in favor of executives, and are available generally to all salaried employees.

iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.

v. Above-market earnings on deferred compensation which is not tax qualified.

vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds $10,000.

b. The Contractor must report executive total compensation described above to the State by the end of the month during which this Contract is awarded.

c. If this Contract is amended to extend the Term, the Contractor must submit an executive total compensation report to the State by the end of the month in which the term extension becomes effective.

d. The Contractor will obtain a Data Universal Numbering System (DUNS) number and maintain its DUNS number for the term of this Contract. More information about obtaining a DUNS Number can be found at: http://fedgov.dnb.com/webform/

The Contractor's failure to comply with the above requirements is a material breach of this Contract for which the State may terminate this Contract for cause. The State will not be obligated to pay any outstanding invoice received from the Contractor unless and until the Contractor is in full compliance with the above requirements.

E.13. Survival. The terms, provisions, representations, and warranties contained in this Contract which by their sense and context are intended to survive the performance and termination of this Contract, shall so survive the completion of performance and termination of this Contract.

IN WITNESS WHEREOF,

MORPHOTRUST USA, LLC:

9/23/16

CONTRACTOR SIGNATURE **DATE**

ROBERT ECKEL CEO

PRINTED NAME AND TITLE OF CONTRACTOR SIGNATORY (above)

DEPARTMENT OF SAFETY AND HOMELAND SECURITY:

David W. Purkey

DAVID W. PURKEY, COMMISSIONER **DATE**

ATTACHMENT 01

ATTESTATION RE PERSONNEL USED IN CONTRACT PERFORMANCE

SUBJECT CONTRACT NUMBER:	52022
CONTRACTOR LEGAL ENTITY NAME:	MORPHOTRUST USA, LLC
EDISON VENDOR IDENTIFICATION NUMBER:	160523

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

CONTRACTOR SIGNATURE

NOTICE: This attestation MUST be signed by an individual empowered to contractually bind the Contractor. Attach evidence documenting the individual's authority to contractually bind the Contractor, unless the signatory is the Contractor's chief executive or president.

ROBERT EUKEL, CEO

PRINTED NAME AND TITLE OF SIGNATORY

9/23/16

DATE OF ATTESTATION