

**FINAL**

**INFORMATION PROCESSING SYSTEM,  
SERVICES AND LICENSE AGREEMENT FOR  
SECURE DRIVER'S LICENSE AND  
IDENTIFICATION CARD ISSUANCE**

Between

**THE STATE OF CONNECTICUT**

Acting by its

**DEPARTMENT OF ADMINISTRATIVE SERVICES**

And

**MORPHOTRUST USA, INC.**

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This Information Processing System, Services and License Agreement is made by and between the **STATE OF CONNECTICUT** (“State”), acting by its **Department of Administrative Services** (“DAS”) under the authority of Sections 4a-2 and 4d-2 of the Connecticut General Statutes, located at 165 Capitol Avenue, Hartford, CT 06106, and **MORPHOTRUST USA, INC.** (“Contractor”), having its principal place of business at 296 Concord Road, Suite 300, Billerica, MA 01821.

### **STATEMENT OF PURPOSE**

DAS is contracting with Contractor for the purpose of having Contractor develop and install a state-of-the-art, fully integrated, turnkey system for the Department of Motor Vehicles (“DMV”) through which Contractor shall produce instruction permits, driver licenses and non-driver identification cards (“Credentials”), employee identification cards and such other card types as may be required, and issue Credentials from a secure centralized location. Contractor is capable of: (1) producing Credentials and the secure centralized location from which they are issued that meet all standards contained in RIDA, the regulations under RIDA and the standards listed on Exhibit 7; (2) collecting and protecting the necessary applicant data; and (3) generating and mailing a RIDA-compliant Credential. Contractor shall provide DMV with the final photo up front imaging process, Credential fulfillment and associated software and software applications on behalf of the State of Connecticut through DMV. As part of the Materials and Services provided, Contractor shall provide to DMV an unlimited, perpetual, royalty free license to use Contractor’s hardware, software and processes necessary for DMV to receive the Materials and Services and generate the Credentials.

### **1. TERM OF AGREEMENT**

This Agreement shall become effective upon its approval as to form by the Office of the Attorney General of the State of Connecticut (“Effective Date”), as evidenced by its signature below. The Term of this Agreement shall not commence until the Acceptance Date (“Commencement”). During the period from the Effective Date through the Acceptance Date (the “Pre-Acceptance Period”), Contractor shall initiate and complete all work, and provide all Materials and Services, as are necessary to assure that Commencement occurs in accordance with the schedule proposed by DMV, as it may be extended from time to time in accordance with this Agreement, and such additional Services as DMV may request from time to time. Upon Commencement, Contractor shall initiate Performance and shall continue to Perform uninterrupted throughout the Term from Commencement. The State, in its sole discretion, may extend this Agreement one or more times for a combined total period not to exceed the complete length of the original Term.

### **2. DEFINITIONS**

The following terms have the meanings assigned to them below:

- a) **Acceptance Date:** Defined in Section 7.

- b) **Agreement:** This Information Processing System, Services and License Agreement, together with all exhibits and schedules attached hereto and incorporated by reference, as amended and in effect from time to time.
- c) **Alteration:** The modification, changing, refashioning, remodeling, remaking, revising or reworking of any part of the System, any Deliverable or any associated process.
- d) **Business Day:** Any day other than a Saturday, Sunday or a day designated as a legal holiday under federal or Connecticut law.
- e) **Claims:** All actions, suits, claims, demands, investigations, and proceedings of any kind, open, pending, or threatened, whether mature, un-matured, contingent, known or unknown, at law or in equity in any form.
- f) **Commencement:** Defined in Section 1.
- g) **Confidential Information:** Includes any sensitive security information or personally identifiable information about an individual who applies for a Credential that may be used, alone or in conjunction with any other information, to identify a specific individual including, but not limited to, such individual's name, date of birth, mother's maiden name, motor vehicle operator's license number, telephone number, Social Security number, employee identification number, employer or taxpayer identification number, alien registration number, government passport number, health insurance identification number, demand deposit account number, savings account number, credit card number, debit card number or unique biometric data such as facial images, fingerprint, voice print, retina or iris image, or other unique physical representation. Without limiting the foregoing, Confidential Information shall also include any information that the DMV classifies as "personal," "confidential," "restricted," or "highly restricted", including but not limited to medical or disability information. Confidential Information shall not include information that may be lawfully obtained from publicly available sources or from federal, state, or local government records that are lawfully made available to the general public.
- h) **Confidential Information Security Incident:** Generally, an instance where an unauthorized person or entity is suspected of having accessed Confidential Information in any manner, including but not limited to any of the following occurrences: (1) any Confidential Information that is not encrypted or protected is misplaced, lost, stolen or in any way compromised; (2) one or more third parties have had access to or taken control or possession of any Confidential Information that is not encrypted or protected without prior written authorization from the State; (3) the unauthorized acquisition of encrypted or protected Confidential Information together with the confidential process or key that is capable of compromising the integrity of the Confidential Information; (4) the System itself is designed in a way or such Confidential Information is maintained in a manner that allows for or causes a substantial risk of identity theft or fraud to an individual, Contractor, the DMV, DAS or the State; or (5) the accessing or disclosure of Confidential Information by any person for unauthorized purposes, regardless of whether the Confidential Information is encrypted.

- i) **Contractor Parties:** Contractor's members, principals, directors, officers, shareholders, partners, managers, representatives, agents, consultants, employees or any one of them or any other person or entity with whom Contractor is in privity or with whom Contractor contracts to Perform under this Agreement in any capacity.
- j) **Corrective Action Plan:** A detailed written plan produced by Contractor at the request of DMV to correct or resolve a Contractor deficiency or deficiencies identified by DMV in accordance with Section 5.
- k) **Credential:** Any card, document or form of identification issued by DMV to a recipient for the purpose of operating a motor vehicle or for the purpose of establishing the recipient's identity, or both, and includes but is not limited to instruction permits, non-driver identification cards, driver licenses and temporary driver licenses.
- l) **Deliverable:** Each product, whether consisting of software, hardware, Documentation, license, or information; and each Service, whether or not developed by Contractor, including but not limited to each product and the Services that are intended as part of the integration of the System with existing hardware or software of the State, and whether or not used for administrative, maintenance, consulting, training, data warehousing, operations, support, hosting, or fulfillment of product delivery Services; and each warranty that is listed in the Product & Pricing Schedule or provided by Contractor as an element of Contractor's overall approach and solution to the requirements of this Agreement, whether produced by Contractor or by a third party as a supplier or subcontractor to Contractor.
- m) **Deliverables Document:** Exhibit 2, which sets forth and describes the Services, Materials and Deliverables that are to be provided or made available to the State under this Agreement and the specific requirements and terms applicable to those Materials and Deliverables.
- n) **Deliverables Implementation Schedule:** Exhibit 3, which itemizes the schedule for Performance and delivery, including phases, the Go-Live Date, dates of completion and the procedures for acceptance by DMV, as applicable or appropriate, for specific Deliverables and Materials to be provided pursuant to this Agreement, subject to extension by DMV of the Go-Live Date and the dates of completion upon providing not less than six (6) months' advance notice to Contractor in accordance with Section 21.
- o) **DMV Business Day:** A day of the week recognized by DMV as a work day, exclusive of Sundays and any State or Federal holiday.
- p) **DMV Data:** Any data or information of DMV that Contractor receives in connection with the negotiation of this Agreement or Performance, including data and information with respect to applicants for Credentials, operations, facilities, products, services or regulatory compliance.
- q) **Documentation:** All Specifications; all technical, systems and user reference manuals; all System documentation related to each component of the System, software and processes; and any Improvements to any of them.

- r) **Go-Live Date:** The date of enterprise-wide installation of the System, upon and after which DMV requires Contractor to make the System Perform enterprise-wide in accordance with the Documentation, as the date may be extended from time to time in accordance with this Agreement.
- s) **Goods:** For the purposes of this Agreement, all personalty, including without limitation Materials and equipment, as specified in the Solicitation and set forth on Exhibit 2.
- t) **Key Contractor Personnel:** The individual employees of Contractor who, from time to time, hold positions with the job functions described in Exhibit 5, Section B(8), with the individuals holding those positions on the Effective Date identified in Exhibit 5, Section B(8).
- u) **Improvement:** Any Contractor changes, patches, corrections, fixes to an error or bug, additions, modifications, enhancements, updates, releases, revisions and new versions of any software, processes or Documentation to be provided as a Deliverable from time to time whether providing additional functions for DMV use or to correct errors and other Performance deficiencies noted by DMV or DAS and reported to Contractor, but not including upgrades to Software for which Contractor charges its customers, or upgrades by a Licensor that is charging Contractor for such upgrade.
- v) **Licensed Software:** Any and all computer programs provided by Contractor in connection with the Deliverables for which DMV or DAS acquires a perpetual, personal, non-exclusive, non-transferable license to access and use, but does NOT acquire the Licensor's title to such computer programs and related Materials.
- w) **Licensor:** A third party provider that has licensed all or any part of a Deliverable to Contractor.
- x) **Maintenance Services:** The software and process support services described in Section 9 and Exhibit 2.
- y) **Materials:** Collectively, software programs, literary works, other works of authorship, documented specifications, designs, analyses, processes, methodologies, concepts, inventions, know-how, programs, program listings, program tools, Documentation, reports, drawings, data bases, spreadsheets, machine readable text, models and work product, whether tangible or intangible.
- z) **Perform:** All acts and things of Contractor and Contractor Parties, severally and collectively, that are necessary or appropriate to fulfill or accomplish this Agreement fully. The verb "Perform" includes all parts of speech.
- aa) **Performance Criteria:** System operation in compliance with all Specifications and the Documentation and complying with the requirements in Section 11 and the SLAs on Exhibit 5.
- bb) **Permitted Changes:** The changes in Deliverables that are within the scope of this Agreement and therefore for which Contractor shall not charge DMV or affect the pricing under this Agreement, including without limitation the changes that are contemplated on the Effective Date and included on Exhibit 2.



cc) **Privacy Laws:** Any and all federal laws, state statutes and corresponding regulations pertaining to the protection of the confidentiality of personal information and the protection of individuals against identity theft, including but not limited to the Driver's Privacy Protection Act (18 USC §2721, et seq.) and Section 14-10 of the Connecticut General Statutes.

dd) **Product & Pricing Schedule:** The Product & Pricing Schedule attached to this Agreement as Exhibit 4, which, when read in conjunction with Exhibit 2, lists the Deliverables to be provided by Contractor and establishes the components, unit pricing and price schedules for each Deliverable.

ee) **Product Schedule Update:** Any and all updates to Exhibits 2 and 4 made in accordance with Section 3 of this Agreement to make additional products or services available under this Agreement or to alter the pricing of products or services listed in Exhibit 4.

ff) **Purchase Order:** A written or electronic document that DMV issues for one or more Goods, Deliverables or Services in accordance with the terms and conditions of this Agreement.

gg) **Quarterly Meetings:** Meetings conducted not less frequently than once each calendar quarter, attended by the Project Administrator and personnel of Contractor and DMV, pursuant to an agenda developed by Contractor, subject to review and amendment by DMV.

hh) **Real ID or RIDA:** Real ID Act of 2005, Public Law 109-13, Div. B, and 6 CFR Part 37.

ii) **Records:** All working papers and such other information and Materials furnished to or prepared by Contractor in Performing this Agreement, including but not limited to, documents, data, plans, books, computations, drawings, specifications, notes, reports, records, estimates, summaries, memoranda and correspondence, kept or stored in any form.

jj) **Replacement Deliverable:** Any Good, Service or warranty that replaces a Deliverable at the request of DMV.

kk) **Roadmap Meetings:** Meetings conducted not less frequently than once each calendar year, during the month of January or February (unless DMV authorizes a different date in advance in writing in accordance with Section 21), attended by the Project Administrator and personnel of Contractor and DMV, pursuant to an agenda developed by Contractor, subject to review and amendment by DMV, for purposes of, including without limitation: (i) reviewing Contractor's Performance for the preceding 12 months, (ii) problem resolution, (iii) reviewing Contractor's achievement of SLAs, (iv) DMV's raising any potential amendments to Exhibit 3 on a prospective basis, and (v) Contractor's presentation of any current or emerging card security issues observed in the industry, current or emerging technology developments, and software and other Deliverables enhancements that may be developed or in the process of being developed or tested.

ll) **Service Day:** Each day of the week, consisting of 24 consecutive hours and commencing at 12:00 midnight.

mm) **Services:** The labor or work set forth in Exhibit 2 or in any SOW, whichever is applicable.

nn) **Service Level Agreement or SLA:** Those Performance standards and response times set forth in Section 11 and on Exhibit 5.

oo) **Site:** Those locations specified by DMV where Deliverables are to be installed, Services rendered or Materials furnished.

pp) **Solicitation:** Request for Proposals on behalf of the Connecticut Department of Motor Vehicles for the Secure Driver License and Identification Card Issuance Solution: RFP #12PSX0392 issued December 21, 2012.

qq) **Specifications:** Contractor's published technical and non-technical detailed descriptions of each Deliverable's capabilities or intended use or both as more fully set forth in this Agreement and its Exhibits.

rr) **State:** Any office, department, board, council, commission, institution or other agency or entity of the State of Connecticut.

ss) **Statement of Work (SOW):** A writing that is provided or made available under this Agreement and that expressly requests the delivery of Materials or Deliverables. Such SOW shall be issued in connection with a Purchase Order for such Materials or Deliverable and the Purchase Order shall set forth all work and payment requirements for Contractor's Performance in connection with that Purchase Order.

tt) **System:** Contractor furnished or otherwise supplied Deliverables that collectively and in an integrated fashion fulfill the business and technical requirements of this Agreement and its Exhibits, including without limitation all steps necessary for the achievement and continuing functioning of a state-of-the-art, fully integrated, turnkey system for producing and issuing Credentials that meet all standards contained in RIDA (and employee identification cards and such other card types as DMV may require) from a secure centralized location, including each step in the process from the intake station until the Credential is mailed to the proper recipient with the proper address.

uu) **Term:** Eight (8) years beginning from the date of Commencement.

vv) **Termination:** An end to this Agreement prior to the end of its Term.

ww) **User Acceptance Test:** Those procedures that permit the State to authenticate and test the functionality of a Deliverable with real world scenarios to determine if the Deliverable performs in accordance with this Agreement.

xx) **Warranty Period:** Eight (8) years beginning from the date of Commencement.

### **3. GRANT OF LICENSE AND ACQUIRING DELIVERABLES**

a) Subject to this Agreement, Contractor shall sell, transfer, convey and/or license to the State each Deliverable and all Materials in accordance with the Exhibits. The Deliverables, Services and Materials, as appropriate, are set forth on Exhibit 2 and shall be acquired through

Purchase Orders issued in accordance with this Agreement, which are subject to Section 3(g) below.

- b) Contractor hereby grants to DMV, a perpetual, nonexclusive, fully paid-up, irrevocable, non-transferable (other than to successor agencies to DMV and to other entities succeeding to performing DMV's functions for the State) Site license used exclusively for DMV purposes to (i) install, integrate with other software, access, use, operate, execute, archive, copy, distribute, and display (and, solely for the purpose of internal training and development, create derivative works of, modify and enhance) (collectively, "Use") the Deliverables and Materials for purposes of processing and administering the Credential application, authentication, fulfillment and information storage requirements as determined by DMV. This is a multi-Site license, and DMV may exercise the rights and license granted under this Agreement, provided that such exercise is solely on behalf, and for the benefit of, the State of Connecticut in accordance with this Agreement.
- c) DMV may make a reasonable number of copies of the Deliverables for purposes of backup, testing, reporting, archival, disaster recovery, or any one or more of them, and those copies may be stored on-site or off-site, subject to those confidentiality obligations Contractor requires of DAS.
- d) Contractor shall assure that the Deliverables licensed under this Agreement are the most current versions of Contractor and any third party providers working with Contractor, and that Contractor offers to DMV throughout the Term Deliverables that include the latest Improvements, but that DMV may elect to delay the implementation of any Improvements.
- e) If Contractor or its third party providers develop new or enhanced software or other Deliverables with substantially the same functionality as that of the Deliverables, Contractor shall promptly offer to DMV those new or enhanced Deliverables. DMV may elect to accept and integrate those Deliverables at no additional cost in place of the original Deliverables that it did or would have received, on the same terms and conditions as set forth in this Agreement.
- f) Contractor shall furnish to DMV the Deliverables listed on Exhibit 2, and DMV shall furnish the equipment listed on Exhibit 2, for installation by Contractor, as indicated on Exhibit 2.
- g) Any Purchase Order accepted by Contractor is subject to the terms of this Agreement and will remain in effect until DMV accepts full Performance of the applicable Purchase Order, unless this Agreement is sooner terminated. Neither party shall be bound by any additional substantive terms that may appear in any Purchase Order. If a Purchase Order includes any such terms, then they shall be void *ab initio* and have no effect.
- h) Contractor may supplement Exhibits 2 and 3 at any time to make additional products, services and related items available to the State. Contractor shall include an effective date on each supplement. Contractor shall transmit any supplement to DAS with a cover letter documenting formal approval of the supplement by a Contractor representative legally empowered to so act. DAS shall evidence its acceptance of the changes only by issuing a

Product Schedule Update letter to Contractor. DMV shall then order such Deliverables by issuance of its Purchase Order. The Purchase Order process is subject to the following:

- (i) This Agreement itself is not an authorization for Contractor to ship Goods or begin Performance in any way. Contractor may begin Performance only after it has received a duly issued Purchase Order against this Agreement for Performance.
  - (ii) Contractor shall not commence Performance unless DMV issues the Purchase Order directly to Contractor and to no other party.
  - (iii) All Purchase Orders shall be in written or electronic form, bear this Agreement's contract number and comply with all other State and DMV requirements, particularly DMV's requirements concerning procurement. Purchase Orders issued in compliance with those requirements shall be deemed to have been duly issued.
  - (iv) Any delivery made by Contractor without a duly issued Purchase Order in accordance with this Section is at Contractor's own risk.
  - (v) DMV may, in its sole discretion, deliver to Contractor any or all duly issued Purchase Orders via electronic means only, and DMV shall have no obligation to deliver to Contractor a "hard copy" of the Purchase Order or a copy bearing any handwritten signature or other "original" marking.
- i) Notwithstanding any other provision of this Agreement, Contractor shall not make any material change to the Deliverables that alters the nature or scope of the Deliverables or their intended use without the prior written consent of DAS. DAS shall not give its consent unless the changed Deliverables are of a similar nature and have a similar use as the unchanged Deliverables.
- j) Contractor shall assure that the pricing of all Deliverables in this Agreement is always equivalent to or better than those for comparable Contractor offerings to any other Customers of Contractor, including other state or local governments; provided, however, that this provision does not apply to the per card Credential price. If during the term of this Agreement, Contractor provides more favorable pricing for the Deliverables to another one of Contractor's Customers, including other states or local governments, then Contractor shall extend that more favorable pricing to DAS, and this Agreement will be deemed to be amended, automatically and without any act required of any party, to provide that pricing to DAS on a prospective basis.
- k) DMV is authorized to use any Licensed Software or Contractor's Software solely for the State's business purposes in connection with the Deliverables. Contractor shall provide copies of all such Licensed Software to the DMV at the time of delivery of any Deliverables, including the source code for each Licensed Software or Contractor's Software.
- l) No additions to or reductions in the Deliverables and prices for work completed in the Performance of any Purchase Order shall be permitted unless DMV issues a change order in accordance with Section 5.

#### **4. PROJECT PERSONNEL**

DMV shall designate a Project Administrator, who may be replaced at the discretion of the DMV and shall notify Contractor in writing of such designation. The Project Administrator shall have the authority to act for DMV under this Agreement for any Deliverables initially acquired/installed from Contractor and such authority shall continue to be in effect throughout the Term, unless DMV sooner notifies Contractor in writing of any change in the authority or identity of the Project Administrator. DMV shall, in its discretion, have the right to approve Key Contractor Personnel. Initial review and approval of Key Contractor Personnel shall be accomplished no later than the Commencement Date. If DMV is dissatisfied with the performance of any prior approved Key Contractor Personnel, DMV shall notify Contractor's Senior Vice President of Delivery, or Senior Vice President of Sales, or Senior Vice President of Operations, of its desire to change any Key Contractor Personnel. The individuals holding those positions on the Effective Date are identified in Exhibit 5, Section B(8). Contractor shall make such requested change within thirty (30) calendar days of the request for such change.

#### **5. CHANGES WITHIN SCOPE AND CHANGE ORDERS**

a) Changes Within Scope. DMV may, at any time, with thirty (30) calendar days advance written notice to Contractor, request changes to the Deliverables that come within the scope of the Exhibits. Contractor shall not unreasonably deny or delay approving the request. The request may include, but is not limited to, modifications or other changes required to correct System deficiencies, and changes required by new or amended State or federal laws and regulations or both that are included in the Project Deliverables in Exhibit 2. Contractor shall make any changes to the Deliverables that are required due to System deficiencies or a failure of the System to fully Perform in accordance with the Specifications or this Agreement, without charge. Contractor shall at its sole cost and expense conduct any investigation necessary to determine the source of the problem requiring the change.

b) Change Orders. This Agreement shall cover change orders for Software and other product upgrades that are priced and negotiated in accordance with this Agreement. A change order request may be issued only by the Project Administrator and shall be in writing. As soon as possible after Contractor receives a written change order request, but in no event later than fifteen (15) Business Days thereafter, Contractor shall provide DMV with a written statement confirming whether the requested change is a change within the scope of the permitted changes listed on Exhibit 2 or is a change that has a price impact on this Agreement. If there is a price impact, Contractor shall provide DMV with a written statement explaining the price increase or decrease involved in implementing the requested change. Contractor shall include in the written statement, an explanation of the costs, including the labor cost breakdown and equipment cost breakdown. Contractor shall also provide alternative suggestions that may exist for achieving DMV's objectives associated with the change order requests, which shall include alternative costs. Where DMV and Contractor cannot agree on the cost for the requested change order, DMV shall be permitted to submit all documentation associated with the change order request and Contractor's response, to the Connecticut Commissioner of Motor Vehicles, who shall contact the officer at Contractor who is the immediate supervisor of the highest ranking officer of Contractor who was involved in the change order request. If the two parties are not able to come to an agreement on the cost for the requested change order within ten (10) Business Days

after the Commissioner of Motor Vehicles has contacted the appropriate officer of Contractor, then the two parties shall submit all documentation associated with the change order request and Contractor's response, to a nationally known disinterested third party information technology and advisory firm with no current business relationship with either party (the "Third Party"), for resolution within thirty (30) days after the referral. The Third Party shall determine the cost to be charged (if any) within the 30-day period, and the decision shall be final and unappealable.

c) Effective Change Order. No change order shall become effective until Contractor's receipt of a Purchase Order from DMV.

## 6. DELIVERY AND INSTALLATION

a) DMV shall prepare and make available to Contractor the installation Site of any Deliverable in accordance with Contractor furnished requirements. If DMV does not complete site preparation in time for installation as scheduled, then the Project Administrator shall notify Contractor as soon as possible, but no less than fourteen (14) calendar days before the scheduled Deliverable installation date.

b) Contractor shall provide all pre-installation and post-installation Deliverable compatibility system surveys, consultation, reference manuals and onsite operational training to assure proper installation and operation of all Deliverables as set forth on Exhibit 3.

c) Contractor represents and warrants that it shall complete installation of the System in accordance with the Deliverables Document and in accordance with the Deliverables Implementation Schedule.

## 7. DELIVERABLE EVALUATION & ACCEPTANCE; SYSTEM ACCEPTANCE

a) Initial Go-Live Date. The Go-Live Date is scheduled to occur on March 13, 2015. Upon providing not fewer than six (6) months' notice in writing to Contractor before the scheduled Go-Live Date, DMV may notify Contractor of any extension to the scheduled Go-Live Date (which may be extended from time to time in accordance with this Agreement, subject to Section 7(b) below).

b) Extended Go-Live Date. Contractor shall provide DMV with any proposed revisions to Exhibit 3, based on DMV's adoption of the Go-Live Date, provided that none of Contractor's revisions may alter the Go-Live Date. DMV may reject any such revisions in its reasonable discretion based on the Go-Live Date. Once DMV has established the Go-Live Date, the parties shall proceed as described in Exhibit 3, unless DMV extends the Go-Live Date to a later date. Upon each extension of the Go-Live Date by DMV, the parties shall follow the process for revising Exhibit 3 described in this Section 7(b). If DMV extends the Go-Live Date beyond January 1, 2016, then the per Credential fees in Section 8(a)(1) below will change as described in the following table:

<b>Date of Go-Live Date</b>	<b>Change in Per Credential Fee in Section 8(a)(1)</b>
After January 1, 2016, but on or	A three percent (3%) increase

before January 1, 2017	
After January 1, 2017, but on or before January 1, 2018	An additional three percent (3%) increase
After January 1, 2018	An amount negotiated by Contractor and DMV.

c) Live Format. As a condition precedent to Contractor’s undertaking any further Performance, Contractor shall first certify that the System has been thoroughly quality assurance (“QA”) tested before delivery to DMV and shall then set up the Deliverables to ensure that they are compatible with DMV’s then existing software and hardware systems. As part of this process, Contractor shall demonstrate in a “live” format, the capabilities of the System and all software and processes contracted for under this Agreement. This live format presentation and testing shall include simulated production testing of the entire System end-to-end before full implementation.

d) Installation and Implementation. After DMV is satisfied with the live format presentation and configuration of the Deliverables, DMV shall so notify Contractor in writing, directing Contractor to, and Contractor shall, Perform enterprise wide installation in a manner that results in full implementation and functionality of the entire System on the Go-Live Date in accordance with the Documentation.

e) Mandatory Testing. Before acceptance, any Deliverable furnished by Contractor under the terms of this Agreement shall be subject to the evaluation and acceptance testing period set forth in this Section.

1. For each Deliverable installed by Contractor, the evaluation and acceptance testing period shall commence on the first DMV Business Day following DMV’s receipt of written notification from Contractor that the Deliverable is installed and ready to undergo evaluation and acceptance testing.
2. For each Deliverable installed by DMV, the evaluation and acceptance period shall commence on the first DMV Business Day following installation of the Deliverable by DMV.

f) Deliverable Testing. During the evaluation and acceptance testing period, DMV shall perform the User Acceptance Test (UAT) for such Deliverable. Successful completion of UAT shall be determined in accordance with the following procedures:

1. DMV shall approve each software Deliverable that conforms in all material respects with the Specifications as set forth in the Exhibits. Within fifteen (15) Business Days, or such other period as is agreed to by DMV and Contractor in writing, from the date it receives a Deliverable, DMV shall provide Contractor with (a) written approval and acceptance of the Deliverable or (b) a written statement identifying in reasonable detail, with references to the applicable Specifications, the deficiencies preventing approval and acceptance.

2. Contractor shall have fifteen (15) Business Days, or such other period agreed upon by DMV and Contractor in writing, from the date it receives the notice of deficiencies to complete corrective actions to make the Deliverable conform in all material respects to the applicable Specifications. DMV shall complete its review of the corrected Deliverable and notify Contractor in writing of acceptance or rejection in accordance with the foregoing provisions of this Section within five (5) Business Days from the date it receives the corrected Deliverable, or such other period agreed upon by DMV and Contractor in writing.
3. Upon completion of successful UAT, DMV shall notify Contractor, in writing, of DMV's approval and acceptance of the Deliverable. Upon request of Contractor, DMV shall complete any Contractor acceptance certificate that is reasonable and acceptable to DMV after testing and acceptance of the Deliverable, so long as such certificate does not, in any way, amend, alter or modify this Agreement.

g) Whole System Testing. DMV shall evaluate and test the System in accordance with the UAT procedure described in Section 7(f) above before accepting the System to determine whether the System performs to the Specifications and fulfills the business and technical requirements of this Agreement. Upon successful completion of the System evaluation and testing, DMV and DAS shall notify Contractor, in writing, of DMV's approval and acceptance of the System. Upon request of Contractor, DMV shall complete any Contractor acceptance certificate that is reasonable and acceptable to DMV after testing and acceptance of the System, so long as such certificate does not, in any way, amend, alter or modify this Agreement.

h) Acceptance Date. The date that DMV accepts a Deliverable or the System pursuant to this Section is the Acceptance Date for that Deliverable or System, respectively.

i) Correction. Notwithstanding acceptance by DMV in accordance with the procedures set forth above in this Section 7, if at any time during the Term DMV finds recurring errors after the QA and UAT processes, Contractor shall immediately take back the Deliverable exhibiting errors and reconfigure or debug the Deliverable in accordance with the timetables, procedures and SLAs for handling errors and problems described in Exhibit 5.

## **8. PAYMENTS AND CREDITS**

a) Commencing on the Acceptance Date and continuing throughout the Term, DMV shall pay to Contractor, on a monthly basis:

1. A per Credential fee that is stated in the purchase order that is then currently in effect during the calendar month of service, multiplied by the number of Credentials that DMV has confirmed have been delivered by Contractor to the United States Postal Service or a recognized express delivery service, less any recalled or reissued Credential as of midnight on the last day of each calendar month; and
2. any lump sum payments due as of midnight at the end of such calendar month for any Deliverable provided by Contractor that the parties have agreed shall be due and payable pursuant to separate invoices not associated with those payments for



Credentials in Section 8(a)(1) above, as adjusted pursuant to Section 8(c) below; and

3. any per Credential fee charged in addition to the charge set forth in Section 8(a)(1) above as a pass-through cost that is stated in the Purchase Order then currently in effect during the calendar month of service, multiplied by the number of Credentials for services provided that DMV has confirmed by outside source documents (that have been approved by DMV before the applicable service period) provided by Contractor as of midnight on the last day of each calendar month.

All such payments shall be made after DMV's receipt of a properly documented invoice and supporting detail from Contractor. Payments made under Section 8(a)(1) above are subject to adjustment throughout the Term based on Contractor's Performance and satisfaction of the SLAs on Exhibit 5.

b) DMV shall pay Contractor within net forty-five (45) days after each month end and receipt of Contractor's properly documented invoice and supporting detail, whichever is the later date.

c) All invoiced Deliverable payments shall be subject to a ten percent (10%) holdback that shall be paid to Contractor within forty-five (45) days of UAT certification for that Deliverable, except that no holdback is applicable to any per credential fee.

## **9. SOFTWARE MAINTENANCE & SUPPORT**

a) After DMV's acceptance of any Deliverable and subject to the terms of this Agreement, Contractor represents and warrants that it shall provide the following maintenance and support services for each Deliverable and the System to DMV:

1. assistance necessary to cause the Deliverable to Perform in accordance with its applicable Specifications;
2. Improvements that may be developed by Contractor or made available to Contractor by the Licensor related to any and all Deliverables or the System; and
3. updates to any and all Deliverables to cause each Deliverable to operate under new versions or releases of the operating system(s) specified in Exhibit 2, but shall not include upgrades to Software for which Contractor charges its customers, or upgrades by a Licensor that is charging Contractor for such upgrade, unless DMV purchases such upgrades from Contractor.

b) Prior to any quarterly meetings held by DMV and Contractor, Contractor shall provide to DMV an updated roadmap detailing Contractor's progress in fulfilling the Deliverables implementation schedule and Contractor's Software developments and System development plans, including likely schedules for Contractor rollouts of patches, updates, upgrades or any other improvements to its systems and programs in a format that will permit DMV to understand the substantive changes that such materials may have and the impact such patches, updates,

upgrades or improvements may have to the System and to consider whether adoption of such patches, updates, upgrades or improvements should be implemented by DMV.

c) Contractor shall provide maintenance and support services on a daily basis throughout the Term, unless DMV delivers to Contractor written notice at least thirty (30) DMV Business Days before the expiration of the then current Term that DMV will discontinue receiving maintenance and support or unless DMV exercises its right to Terminate this Agreement.

d) Contractor shall maintain sufficient and competent Deliverable support services staff, consistent with that flow chart furnished by Contractor as part of Exhibit 2 to satisfy all Contractor obligations for each Deliverable and System.

e) DMV shall provide Contractor full and free access to each Deliverable and System for the limited purpose of providing Services required under this Agreement, subject to DMV's and the applicable Site's access policies.

## **10. HARDWARE MAINTENANCE & SUPPORT**

Contractor shall maintain sufficient installed hardware Deliverable support services staff, replacement hardware Deliverables and ancillary equipment to satisfy the preventive and remedial maintenance requirements of Section 11.

## **11. SYSTEM RELIABILITY AND PERFORMANCE CRITERIA**

a) The required System reliability is set forth in this Section 11 and the SLAs on Exhibit 5. Contractor shall cause the System to Perform and operate in accordance with the Documentation at least 99.5% of the hours that DMV, a AAA office or any other Site is open, measured over each calendar month throughout the Term.

b) Contractor shall mail 100% of Credentials within four (4) Business Days after the customer data necessary for such Credentials has been released by DMV to Contractor for production. Customer data are deemed to be "released" for purposes of the SLAs on Exhibit 5 on the day that DMV sends customer data to Contractor.

c) 100% of Credentials are required to pass QA review by DMV. DMV may base its QA review on (i) any random samples from Contractor's facility that DMV may extract and review at any time, (ii) any Credentials delivered by Contractor to DMV, (iii) any Credentials returned to DMV as undeliverable, and (iv) any Credentials returned by customers due to quality or other production error, such as wrong image, incorrect information, image distortion, color, materials striation, delamination, or other irregularity (with the understanding that any error caused by the customer or DMV shall be excluded from this standard). Contractor shall pay all costs associated with replacing all Credentials that do not pass QA review by DMV, provided that the Credentials are not in accordance with this Agreement. The costs may include, but are not limited to: production and delivery costs and third party costs incurred determining the scope of the quality problem. Contractor shall produce on the same day or the next Business Day and deliver by overnight courier all such replacement Credentials.

d) Contractor shall mail 100% of Credentials to the proper customer name and address in accordance with the name and address provided by the customer. If Contractor fails to mail a Credential to a customer in violation of this Section, Contractor shall follow the procedures and provide the remedies described in Section 16(c), in addition to the other remedies provided for in this Agreement

e) Contractor shall deliver the System in accordance with the Project Deadlines established by DMV in Exhibit 3, subject to Contractor's obligations under Section 7(a).

f) As used in this Section 11 and Exhibit 5, a given instance of System downtime shall start upon DMV's providing Contractor with a DMV service request to remedy any operational System deviation from the Specifications, error, or failure condition(s), and end with documented proof by Contractor to DMV that such System status has been fully restored to the applicable agreed operational Specifications and made ready for productive DMV use in accordance with the Documentation. The calculated time period of such an instance of System downtime shall exclude the following periods:

1. Any nonproductive System use time caused by the State or DMV or DMV's authorized third party other than Contractor, or a State power outage, a State networking failure, or a State internet connection failure; or
2. Any time during which DMV fails to make the System available for Contractor's remedial service.

g) To validate System uptime, Contractor shall install system alerts to monitor the System at specific points to be determined by DMV. Contractor shall program the system alerts to provide outage notifications to designees chosen by DMV and Contractor. Contractor shall review and monitor System availability constantly and shall provide DMV with monthly reports and logs showing System availability and System alerts activity, in such forms as are acceptable to DMV. Contractor shall document the System availability and System alerts activity at least quarterly and deliver the reports to DMV, so that DMV can determine and measure Contractor's compliance with System requirements under this Agreement.

## **12. SYSTEM WARRANTIES**

a) Contractor represents and warrants that the System shall conform to this Agreement and Contractor's Specifications and the Documentation, and be free from defects in material and workmanship upon acceptance of the System by DMV and for eight (8) years thereafter (the "Warranty Period"), unless this Agreement is Terminated earlier.

b) Additionally, during the Warranty Period, Contractor shall at no charge, modify, adjust, repair and/or replace such Deliverables as are necessary to maintain ongoing System reliability under Section 11.

c) If the ongoing Performance of Contractor's maintenance and support of the System or the Performance of the System do not conform to Section 11, DMV shall give Contractor written notice of the Performance deficiencies. Contractor shall correct the applicable deficiency and restore the System to a level of operation that meets or exceeds the Specifications and as set forth

in the Documentation and other requirements of this Agreement, within thirty (30) calendar days after DMV provides notice, unless otherwise permitted by DMV in writing. If during the Warranty Period, any Deliverable or System performance, or service level, continues to fail to meet the Specifications, the Documentation and other requirements of this Agreement, after notice and failure of Contractor to cure within thirty (30) calendar days, then Contractor shall be in material default of this Agreement, and DAS may terminate this Agreement under Section 27(b)(2).

### **13. SPECIAL INSTALLATION WARRANTIES**

a) Contractor warrants that: (i) each Deliverable installed by Contractor or an authorized agent of Contractor or installed by DMV in accordance with Contractor's instructions, will function according to the Specifications on the Acceptance Date for such Deliverable; (ii) Contractor shall modify or replace such Deliverable as necessary to maintain ongoing reliability according to Section 11; (iii) any fulfillment process or Deliverable associated with furnishing the Credential shall be provided in conformity with the requirements as then in effect; and (iv) Contractor shall provide each Deliverable within the time frames established under Exhibits 2 and 5. The warranty in clause (ii) above will not apply to any Deliverable deficiency caused by maintenance by a person other than Contractor or Contractor Parties.

b) Notwithstanding the provisions of Section 12, if the ongoing Performance of a Deliverable does not conform to the Specifications on the Acceptance Date for that Deliverable, or the System and Deliverables are not provided in conformity with the Section 11 provisions of this Agreement, DMV shall give Contractor written notice of the Performance deficiencies, and if Contractor fails to cure the Performance deficiencies within thirty (30) calendar days after that written notice, then Contractor shall be in material default of this Agreement, and DAS may Terminate this Agreement under Section 27(b)(2).

c) Notwithstanding any cure periods or other provisions of this Agreement, if Contractor accrues more than an aggregate of eighty (80) hours during which DMV is open for business, in any rolling 12-month period during the Term, during which the System is not processing DMV customer orders in any one or more Sites or during which a Problem Level 1 SLA (as described in Exhibit 5) remains unresolved, then Contractor shall be in material default of this Agreement, and DAS may Terminate this Agreement under Section 27(b)(2) without any further cure period.

d) Contractor shall not exclude or modify the implied warranties of merchantability and fitness for a particular purpose concerning the Deliverables.

### **14. PATENT, COPYRIGHT, LICENSE & PROPRIETARY RIGHTS**

a) Contractor shall provide to DMV reproductions of the patent, copyright, license and proprietary rights information notices that are applicable and were affixed to original Deliverables. Once DMV receives those notices, DMV shall promptly affix such notices to any copies made of the applicable Deliverable. DMV shall maintain the confidentiality of any such Licensed Software Deliverable consistent with its privileged nature, and shall not divulge the Deliverable or make it available to any third party, except as may be noted elsewhere in this Agreement or as it may be required under the Connecticut Freedom of Information Act, in which

case DMV will provide written notice to Contractor of any such request. This obligation survives Termination.

b) If any software Deliverable becomes the actual or prospective subject of any patent, copyright, license or proprietary rights claim or proceeding, Contractor shall do one or more of the following at the option of DMV and DAS:

1. Modify the Deliverable or substitute another equally suitable Deliverable (provided that the function of the modified or substitute Deliverable equals or exceeds that of the original Deliverable);
2. Obtain for the State or DMV and DAS the right to continued use of the Deliverable; or
3. In addition to its rights under Section 27, if use of the Deliverable is prevented by injunction, take back the Deliverable and pay or credit DMV for any portion of the fees charged to DMV by Contractor and associated with that Deliverable (the "Allocable Charge"):
  - (i) 1<sup>st</sup> – 12<sup>th</sup> month from Go-Live Date: 100% of the Allocable Charge;
  - (ii) 13<sup>th</sup> – 24<sup>th</sup> month from Go-Live Date: 75% of the Allocable Charge;
  - (iii) 25<sup>th</sup> – 36<sup>th</sup> month from Go-Live Date: 50% of the Allocable Charge; and
  - (iv) 37<sup>th</sup> month from Go-Live Date and over: 25% of the Allocable Charge.

If Contractor and DMV are unable to agree on the Allocable Charge within thirty (30) calendar days, then they shall follow the procedure described in Section 5(b) above to determine the Allocable Charge.

c) Contractor shall not be responsible to the State for providing the remedies under this Section 14 for any infringement claim or proceeding: (i) based on DMV's use of a Deliverable for which it was neither designed nor intended; nor (ii) based a modification of a Deliverable or combining a Deliverable with another product or system not supplied by Contractor, by DMV, or DAS, or a State-authorized third party other than Contractor.

## **15. CONFIDENTIALITY; NONDISCLOSURE OF LICENSED SOFTWARE**

a) The State shall exercise at least the same degree of care to safeguard any Licensed Software as the State does its own property of a similar nature and shall take reasonable steps to assure that neither the Licensed Software nor any part thereof received by the State under this Agreement shall be disclosed for reasons other than its own business interests. Such prohibition on disclosures shall not apply to disclosures by the State to its employees or its representatives, provided such disclosures are reasonably necessary to the State's use of the Deliverable, and provided further that the State shall take all reasonable steps to ensure that the Deliverable is not disclosed by such parties in contravention of this Agreement. The State's performance of the

requirements of this Section shall be subject to the State of Connecticut Freedom of Information Act, as amended.

b) The State shall use any Licensed Software only in the pursuit of its own business interests. Subject to Section 3(b), the State shall not sell, lease, license or otherwise transfer with or without consideration, any such Deliverable to any third party, other than those non-designated third parties that reasonably have need to know and agree to abide by the terms of this Section, or permit any third party to reproduce, copy or otherwise use such Deliverable. Subject to Section 3(b), the State shall not create derivative works, translate, reverse engineer or decompile the Licensed Software, in whole or in part, nor create or attempt to create, by reverse engineering or disassembling of the design, algorithms or other proprietary trade secrets of the Licensed Software, except as expressly permitted in Section 27.

## **16. PROTECTION OF CONFIDENTIAL INFORMATION**

a) Contractor and Contractor Parties have a duty to and shall, at their own expense, protect from a Confidential Information Security Incident any and all Confidential Information that they come to possess or control, wherever and however stored or maintained, in a commercially reasonable manner in accordance with the highest current industry standards and best practices - as they may be amended from time to time.

b) Contractor and all Contractor Parties shall develop, implement and maintain a comprehensive Written Information Security Policy (WISP) for the protection of Confidential Information that meets or exceeds current industry standards as may be amended from time to time. The safeguards contained in the WISP shall meet or exceed the standards for the protection of Confidential Information, and information of a similar character, as set forth in all applicable federal and State law and in the written policies of DMV or DAS concerning the confidentiality of Confidential Information. Such data-security program shall include, but not be limited to, the following:

1. A security policy for employees related to the storage, access and transportation of data containing Confidential Information;
2. Reasonable restrictions on access to records containing Confidential Information, including access to any locked storage where such records are kept and an auditable electronic system of logging and tracking the viewing and/or accessing of Confidential Information;
3. A process for reviewing policies and security measures at least annually;
4. Creating secure access controls to Confidential Information, including but not limited to passwords; and
5. Encrypting Confidential Information that is stored on laptops, portable devices, and storage media or being transmitted electronically.

c) Contractor and Contractor Parties shall notify the DAS and DMV and the Connecticut Office of the Attorney General as soon as practical, but no later than the next Business Day, after

they become aware of or suspect that any Confidential Information which Contractor or Contractor Parties have come to possess or control has been subject to a Confidential Information Security Incident. If a Confidential Information Security Incident has occurred which, in the sole opinion of the DMV after consultation with the Attorney General, constitutes a breach of security as defined in Connecticut General Statutes § 36a-701b, or otherwise (Breach), Contractor shall, within three (3) Business Days after the notification, present a credit monitoring and protection plan to the Commissioner of Administrative Services, DAS and DMV, and the Connecticut Office of the Attorney General, for review and approval. Such credit monitoring and protection plan shall be made available by Contractor at its own cost and expense to all individuals and entities affected by the Security Incident. Such credit monitoring and protection plans shall include, but are not limited to reimbursement for the cost of placing and lifting one (1) security freeze per credit file pursuant to Connecticut General Statutes § 36a-701a. Such credit monitoring and protection plans shall be approved by the State in accordance with this Section and shall cover a length of time commensurate with the circumstances of the Breach. Neither Contractor's nor any Contractor Party's costs and expenses for the credit monitoring and protection plan shall be recoverable from DAS, DMV, any State of Connecticut entity or any affected individuals and shall be outside of any liability cap or limitation contained in this Agreement.

d) Contractor shall incorporate the requirements of this Section in all subcontracts requiring each Contractor Party to safeguard Confidential Information in the same manner as provided for in this Section.

Nothing in this Section shall supersede in any manner Contractor's or Contractor Party's obligations pursuant to the provisions of this Agreement concerning the obligations of Contractor to DMV or DAS.

## **17. DELIVERABLE REPLACEMENTS & UPGRADES**

a) After Commencement, DMV may order replacement of any Deliverable with any other deliverable then available ("Replacement Deliverable"). Replacement Deliverables are subject to evaluation and acceptance as set forth in Section 7.

b) Contractor shall provide DMV with any replacement license free of charge.

c) Contractor shall keep current each installed Deliverable throughout its license term by delivering, at no cost or expense to DMV, the most current release of each such Deliverable to DMV, subject to Section 9(a)(3).

## **18. RISK OF LOSS & INSURANCE; PERFORMANCE BOND**

a) The State shall not be liable to Contractor for any risk of Deliverable loss or damage while Deliverable is in transit, or while in DMV's possession, except when such loss, damage or liability is due directly to the negligence or intentional misconduct of DMV or its contractors other than Contractor. Nothing in this Section is intended nor shall it be construed, in any manner, as waiving or compromising the sovereign immunity of the State.

b) Throughout the Term, Contractor shall maintain, at Contractor's sole cost and expense, a policy or policies of commercial general liability insurance, including contractual liability coverage, in an amount not less than \$10,000,000 for all damages arising out of bodily injuries to, or death of, all persons and injuries to or destruction of property, in any one accident or occurrence, and, subject to that limit, a total (or aggregate) limit of \$20,000,000 for all damages arising out of bodily injuries to, or death of, all persons and injuries to or destruction of property per policy period. Such insurance policy or policies shall name the State and State's officials as additional insureds. Prior to the Effective Date, and on each anniversary of the Effective Date during the Term, Contractor shall provide DMV, (i) a certificate of insurance, and (ii) an endorsement to each policy naming the State and State's officials as additional insureds, and (iii) a copy of the declaration page (or the equivalent) of each policy evidencing the above coverage and that the State is an additional insured. Contractor shall not begin any Performance until it provides the items listed in (i), (ii) and (iii) above to DMV.

c) The insurance required by this Section 18 shall be written on an occurrence basis as opposed to "claims made" basis and shall be on such forms, and contain such endorsements and terms, as shall be in form and substance satisfactory to DAS.

d) On the Effective Date, Contractor shall obtain a payment and performance bond with respect to its obligations under this Agreement in the amount of not less than \$1.8 million (\$1,800,000) (the "Performance Bond"). The Performance Bond shall be issued by a surety approved by DAS in its discretion and rated A<sup>+</sup> by A. M. Best Company, Inc. and AA or higher by Standard & Poor's Ratings Group or Moody's Investor Services. The Performance Bond shall be in form and substance satisfactory to DAS.

## **19. DELIVERABLE ALTERATIONS**

a) Any Alterations of any hardware Deliverable requested by DMV may be made only with the prior written consent of Contractor or manufacturer or both. Such consent shall not be unreasonably withheld or delayed, provided that DMV agrees to pay the costs of such Alterations. When providing DMV with written consent to the Alteration of Licensed Software, Contractor shall specify which parts of the Deliverable being altered will continue to be subject to Section 9.

b) Any and all inventions or improvements to computer programs, base software specifically developed by Contractor and paid for by DMV pursuant to this Agreement, and authentication and fulfillment processes designed for the State shall be and become the property of the State. The State shall retain all ownership rights to all such inventions and improvements.

c) Contractor may decline to make any Deliverable Alteration requested by DMV that would interfere with the normal and satisfactory operation or maintenance and support of any Deliverable, or increase substantially the costs of maintenance and support, or create a safety hazard. If DMV makes any Alteration of Licensed Software without prior written consent of Contractor, DMV shall upon Contractor's request return that software to its original condition. If DMV refuses to comply with such request, then Contractor shall have no further obligations under Section 9, 11, 12 or 13 regarding such Deliverable.



d) Contractor may develop and market a new or substantially different product that either uses or performs all or part of the functions performed by an installed Deliverable or System developed for the State. Nothing contained in this Agreement gives the State any rights with respect to such new or different product.

## **20. GENERAL PROVISIONS**

a) Section headings and document titles used in this Agreement are included for convenience only and shall not be used in any substantive interpretation of this Agreement.

b) If any term or condition of this Agreement is decided by a proper authority to be invalid, the remaining provisions of this Agreement shall be unimpaired and the invalid provision shall be replaced by a provision that comes closest to the intention underlying the invalid provision. Contractor shall comply with all applicable federal and state statutes, regulations, Executive Orders and policies incorporated into this Agreement to the extent that one or more of those statutes, regulations, Executive Orders or policies are applicable to Contractor in connection with its Performance.

c) All references in this Agreement to any Federal, State, or local law, statute, public or special act, ordinance, regulation, code or executive order (collectively, "Enactments") mean the Enactments as they may be amended or superseded at any time. Notwithstanding any language in this Agreement that relates to the Enactments, and notwithstanding a lack of a formal amendment to this Agreement, this Agreement shall always be read and interpreted as if it contained the most current and applicable wording and requirements of the Enactments as if their most current language had been used in and requirements incorporated into this Agreement at the time of execution. All references in this Agreement to the Enactments shall be only for general information purposes, as it is not the intent of the parties to provide a definitive or comprehensive review, analysis, interpretation or any conclusive statement as to the content of the Enactments.

d) The failure at any time by DAS, DMV or Contractor to require that any one of them comply with any provision of this Agreement shall not, in any way, affect the full right to require compliance at any time thereafter. The failure of DAS, DMV or Contractor to enforce or pursue a right or remedy shall not constitute a waiver of the right or remedy itself, unless such a waiver is expressed in writing and signed by a duly authorized representative of the waiving party.

e) In any case where the consent or approval of DAS, DMV or Contractor is required, such consent or approval shall not be unreasonably withheld or delayed. No such consent or approval shall be valid unless in writing and signed by a duly authorized representative of DAS, DMV or Contractor. Such consent or approval shall apply only to the given instance, and shall not be deemed to be a consent to, or approval of, any subsequent like act or inaction by DAS, DMV or Contractor.

f) Neither DMV nor DAS shall remove or destroy any proprietary markings or proprietary legends placed upon or contained within any Deliverable, and DMV shall adopt practices reasonably designed to control and prevent access to such markings or legends.

g) Except as may be otherwise provided for in this Agreement, DMV and DAS shall not assign, mortgage, alter, relocate or give up possession of any Deliverable to which Contractor retains title without the prior written consent of Contractor.

h) Contractor represents and warrants that it shall not, without prior written consent from the State, make any reference to DMV, DAS or the State in any of Contractor's advertising or news releases.

i) Contractor shall execute any and all documents or take any actions which may be reasonably necessary to perfect the rights granted to the State in Section 14.

j) DMV shall cooperate with Contractor in its Performance, including, (i) providing Contractor with adequate working space, equipment and facilities and timely access to data, information, and personnel of the State; (ii) providing experienced personnel; (iii) providing an infrastructure environment that complies with the Specifications; and (iv) promptly notifying Contractor of any issues, concerns or disputes with respect to the Performance. Contractor shall not be responsible for, among other things, the performance of DMV's personnel and agents, and the accuracy and completeness of all data and information provided to Contractor by DMV for purposes of the Performance.

k) Each of the State and Contractor is an independent contractor and neither of them is, nor shall be considered to be, nor shall purport to act as, the other's agent, partner, fiduciary, joint venturer, or representative.

l) Contractor may (i) provide any Services to any person or entity, and (ii) develop for itself, or for others, materials or processes including those that may be similar to those produced as a result of the Performance, provided that, Contractor complies with its obligations in Sections 14, 15, 16, 19 and 46.

m) All covenants, representations and warranties in this Agreement given by or on behalf of Contractor, shall bind and inure to the benefit of the respective successors and permitted assigns of the State. Contractor may assign (but not delegate any of its obligation arising under) this Agreement with the written consent of DAS in advance, which the State shall not unreasonably deny. Contractor may not delegate any of its obligations under this agreement without the written consent of DAS in advance. For purposes of this Section 20(m), any transfer of a controlling interest in Contractor is considered to be an assignment.

## **21. COMMUNICATIONS**

a) Unless notified otherwise by the other party in writing, correspondence, notices, and coordination between the parties to this Agreement as to general business matters or its terms and conditions shall be directed to:

State: Connecticut Department of Administrative Services  
Director of Procurement  
165 Capitol Avenue  
Hartford, CT 06106

with a copy to:

Connecticut Department of Motor Vehicles  
60 State Street  
Wethersfield, CT 06161  
Attention: Chief Fiscal Officer

Contractor:

Robert Eckel, President and CEO  
296 Concord Road  
Billerica, MA 01821

b) Details regarding Contractor invoices and all technical or day-to-day administrative matters pertaining to any Deliverable shall be directed to:

DMV:  
Connecticut Department of Motor Vehicles  
60 State Street  
Wethersfield, CT 06161  
Attention: Chief Fiscal Officer

Contractor: The individual designated by Contractor in its Proposal or as Contractor may otherwise designate in writing to DMV.

## **22. AUDIT REQUIREMENT FOR STATE GRANTS**

For purposes of this Section, the word “contractor” is deemed to mean a “nonstate entity,” as that term is defined in Section 4-230 of the Connecticut General Statutes. Contractor shall provide for an annual financial audit acceptable to DAS for any expenditure of state-awarded funds made by Contractor. Such audit shall include management letters and audit recommendations. The State Auditors of Public Accounts, DMV’s internal auditors, and any independent auditing firm contracted by the State to perform audits relating to the collection of funds for the Connecticut “Special Transportation Fund” shall have access to all records and accounts for the fiscal year(s) in which the award was made. Contractor shall comply with federal and state audit standards as applicable.

## **23. WHISTLEBLOWER PROVISION**

This Agreement may be subject to the provisions of Section 4-61dd of the Connecticut General Statutes. In accordance with this statute, if an officer, employee or appointing authority of Contractor takes or threatens to take any personnel action against any employee of Contractor in retaliation for such employee’s disclosure of information to any employee of the contracting state or quasi-public agency or the Auditors of Public Accounts or the Attorney General under the provisions of subsection (a) of such statute, Contractor shall be liable for a civil penalty of not more than five thousand dollars for each offense, up to a maximum of twenty per cent of the value of this Agreement. Each violation shall be a separate and distinct offense and in the case

of a continuing violation, each calendar day's continuance of the violation shall be deemed to be a separate and distinct offense. The State may request that the Attorney General bring a civil action in the Superior Court for the Judicial District of Hartford to seek imposition and recovery of such civil penalty. In accordance with subsection (f) of such statute, each large state contractor, as defined in the statute, shall post a notice of the provisions of the statute relating to large state contractors in a conspicuous place which is readily available for viewing by the employees of Contractor.

#### **24. DISCLOSURE OF PUBLIC RECORDS PROVISION**

This Agreement may be subject to the provisions of section 1-218 of the Connecticut General Statutes. In accordance with this statute, each contract in excess of two million five hundred thousand dollars between a public agency and a person for the performance of a governmental function shall (a) provide that the public agency is entitled to receive a copy of records and files related to the performance of the governmental function, and (b) indicate that such records and files are subject to FOIA and may be disclosed by the public agency pursuant to FOIA. No request to inspect or copy such records or files shall be valid unless the request is made to the public agency in accordance with FOIA. Any complaint by a person who is denied the right to inspect or copy such records or files shall be brought to the Freedom of Information Commission in accordance with the provisions of sections 1-205 and 1-206 of the Connecticut General Statutes.

#### **25. FORUM AND CHOICE OF LAW**

The parties deem this Agreement to have been made in the City of Hartford, State of Connecticut. Both parties agree that it is fair and reasonable for the validity and construction of this Agreement to be, and it shall be, governed by the laws and court decisions of the State of Connecticut, without giving effect to its principles of conflicts of laws. To the extent that any immunities provided by federal law or the laws of the State of Connecticut do not bar an action against the State, and to the extent that these courts are courts of competent jurisdiction, for the purpose of venue, the complaint shall be made returnable to the Judicial District of Hartford only or shall be brought in the United States District Court for the District of Connecticut only, and shall not be transferred to any other court, provided, however, that nothing in this provision constitutes a waiver or compromise of the sovereign immunity of the State of Connecticut. Contractor waives any objection it may now have or will have to the laying of venue of any Claims in any forum and further irrevocably submits to such jurisdiction in any suit, action or proceeding.

#### **26. BREACHES; NONCOMPLIANCE**

a) In addition to DMV's rights and remedies under Sections 12 and 13, and except as otherwise provided in Section 11 with respect to SLAs, if either party fails to comply with any provision of this Agreement in any other respect, the other party (the "Compliant Party") shall provide written notice of such failure (the "Noncompliance") to the party that has failed to comply (the "Noncompliant Party") by overnight or certified mail, return receipt requested, to the most current address the Noncompliant Party has furnished for the purpose of correspondence and afford the Noncompliant Party an opportunity to cure the Noncompliance

within thirty (30) calendar days from the date of the notice in accordance with this Agreement. Notices are deemed to be received the date after the date sent, if sent by overnight courier; and three (3) calendar days after the date sent, if sent by certified mail, return receipt requested. If Contractor is the Noncompliant Party, DAS may set forth any cure period, so long as the time period is otherwise consistent with the provisions of this Agreement (for the purposes of this Section 26(a), the time period set forth by the Compliant Party shall be referred to as the “Right to Cure Period”). The Compliant Party shall extend the Right to Cure Period if it is satisfied that the Noncompliant Party is making a good faith effort to cure the Noncompliance, but the nature of the Noncompliance is such that it cannot be cured within the Right to Cure Period.

b) If Contractor fails to comply with any provision of this Agreement, DAS may require Contractor to, and Contractor shall then, prepare and submit to DMV a Corrective Action Plan in connection with an identified Noncompliance. Contractor shall provide in the Corrective Action Plan a detailed explanation of the reasons for the cited Noncompliance, Contractor’s assessment or diagnosis of the cause, and a specific proposal to cure or resolve the deficiency. Contractor shall submit the Corrective Action Plan to DAS within ten (10) DMV Business Days following DMV’s request for the Corrective Action Plan for DMV’s approval, and approval shall not be unreasonably withheld. Notwithstanding the submission and DMV’s approval of a Corrective Action Plan, Contractor shall remain subject to the pricing adjustments under Section 11 for Contractor’s failure to achieve all Performance Criteria and DMV’s remedies for a material default described in Sections 12(c) and 13(b). The approval of a Corrective Action Plan shall not excuse Contractor’s earlier or current substandard Performance, relieve Contractor of its duty to comply with Performance Criteria, prohibit the State from making permitted adjustments to Section 8 as described in Section 11 and Exhibit 5, or prohibit the State from pursuing additional remedies or other approaches to correct substandard Performance.

c) The written notice of the Noncompliance may include an effective Termination date. If the identified Noncompliance is not cured by the stated Termination date, unless otherwise modified by the Compliant Party in writing before such date, no further action shall be required of any party to effect the Termination as of the stated date. If the notice does not set forth an effective Termination date, the Compliant Party shall provide the Noncompliant Party no less than twenty four (24) hours written notice before terminating this Agreement, such notice to be provided in accordance with Section 29.

d) In addition to all other remedies available, the State, in its sole discretion, may setoff and withhold (1) any third party costs or expenses and documented internal costs or expenses (such as overtime) that the State incurs resulting from Contractor's unexcused non-Performance under this Agreement and unexcused non-performance under any Other Contractor Agreement, and (2) any other amounts that are due from the State to Contractor under any Contractor Agreement, against amounts otherwise due to Contractor under this Agreement, or under any Other Contractor Agreement. The State’s right of setoff and right to withhold shall not be deemed to be the State’s exclusive remedy for Contractor’s Noncompliance, all of which shall survive any setoffs by the State. As used in this Section, the term “Other Contractor Agreement” refers to any written agreement or arrangement that Contractor has with the State as of the Effective Date.

e) Notwithstanding any provisions in this Agreement, DAS may terminate this Agreement with no Right to Cure Period for Contractor’s breach or violation of any of the representations or

warranties in Section 29 and revoke any consent to assignments given as if the assignments had never been requested or consented to, without liability to Contractor or Contractor Parties or any third party. Termination under this Noncompliance section is subject to the provisions of Section 27.

f) DAS may terminate this Agreement with no Right to Cure Period if a final judgment (not reimbursed by insurance policies of Contractor, its parent or any of its subsidiaries) for the payment of money in excess of \$50,000,000 is rendered against Contractor or any of its subsidiaries and remains undischarged for a period of 30 Business Days during which execution has not been effectively stayed.

g) Notwithstanding any of the foregoing in this Section 26, if Contractor has been notified of its Noncompliance with any of the SLAs and failed to timely cure or has been notified that it has breached a term of this Agreement and failed to timely cure, DAS, at its option, may thereupon take any one or more of the following actions:

1. Require Contractor to replace each Noncompliant Deliverable at Contractor's expense with a Deliverable that complies with the Specifications and the other provisions of this Agreement; and
2. Adjust the per Credential price in Section 8(a)(1) as described in Exhibit 5; and
3. Rescind the Deliverable without any charge, further obligation or financial liability. In the event of such rescission, Contractor shall refund to DMV all amounts paid to Contractor for such Deliverable under this Agreement no later than thirty (30) Business Days after rescission.
4. Make claims under the Performance Bond.

h) None of the State's rights under this Section 26 diminish the State's rights under Section 27(b)(1).

## **27. TERMINATION AND REMEDIES**

a) Termination by either party.

1. A party seeking to Terminate this Agreement shall send a written notice of Termination via certified mail, return receipt requested, or by hand delivery, to the other party in compliance with all of the terms of this Agreement; if to Contractor, at the most current address which Contractor has furnished to DAS for purposes of correspondence and if to DAS, at the address in the Notice section. No further action shall be required of any party to effect the Termination as of the date stated in the notice, although the Terminating party may modify the Termination in writing at any time prior to the Termination date.
2. Upon Termination of this Agreement, all rights and obligations shall be null and void, so that no party shall have any further rights or obligations to any other party, except with respect to the sections which survive Termination. All

representations, warranties, agreements and rights of the parties under this Agreement shall survive such Termination to the extent not otherwise limited in this Agreement and without each one of them having to be specifically mentioned in this Agreement.

b) Termination by DAS.

1. Notwithstanding any provisions in this Agreement, DAS, through a duly authorized employee, may Terminate this Agreement whenever DAS makes a written determination that such Termination is in the best interests of the State. DAS shall notify Contractor in writing of Termination pursuant to this Section, and the notice shall specify the effective date of Termination and the extent, if any, to which Contractor must complete its Performance under this Agreement prior to such date. Termination of this Agreement pursuant to this subsection shall not be deemed to be a breach of contract or Noncompliance by DAS. Upon a Termination under this Section 27(b)(1), Contractor shall manage its inventory of materials that are identified to this Agreement based upon the effective date of Termination specified by DAS to minimize any excess inventory upon completion of Performance.
2. Notwithstanding any provisions in this Agreement, DAS, through a duly authorized employee, may, after making a written determination that Contractor has failed timely to cure Noncompliance under this Agreement after written notice of the Noncompliance and the expiration of the cure period described in Section 26(a), or that a material default under Section 12(c) or 13(b) has occurred (with respect to which no additional Right to Cure Period under Section 26 applies), Terminate this Agreement in accordance with this Termination section. Upon a Termination under this Section 27(b)(2), Contractor shall manage its inventory of materials that are identified in this Agreement based upon the effective date of Termination specified by DAS, to minimize accumulating any excess inventory upon completion of Performance and shall destroy any such excess inventory in accordance with the specifications for handling waste materials under Exhibit 7 this Agreement, at Contractor's cost.
3. Notices shall be deemed to have been received on the dates of delivery, if hand delivered; the date after the date sent, if sent by overnight courier; and three (3) days after the date sent, if sent by certified mail, return receipt requested. Upon receipt or deemed receipt of the notice from DAS, Contractor shall immediately undertake all reasonable efforts to mitigate any losses or damages and deliver all Records to DMV. The Records are deemed to be the property of DMV, and Contractor shall deliver them to DMV no later than the earlier to occur of thirty (30) calendar days after the effective date of Termination or thirty (30) calendar days after DMV notified Contractor in writing in accordance with this Agreement of DMV's request for the Records. Contractor shall deliver the requested Records that exist in electronic, magnetic or other intangible form in a non-proprietary format, such as, but not limited to, ASCII or .TXT.

4. Upon receipt or deemed receipt of a notice of Termination from DAS, Contractor shall cease Performance as DAS directs in the notice, and take all actions that are necessary or appropriate, or that DAS may reasonably direct, for the protection, and preservation of the Deliverables, Materials, Goods, the System and the Services and any other property of DMV furnished or affected. Except for any work that DAS directs Contractor to Perform in the notice prior to the effective date of Termination, and except as otherwise provided in the notice, Contractor shall terminate or conclude all existing subcontracts and purchase orders and shall not enter into any further subcontracts or commitments or accept any other purchase orders.
  5. DMV shall, within forty-five (45) calendar days of the effective date of Termination, pay Contractor for its Performance rendered and, as to any Deliverable accepted by DMV, in addition to all actual and reasonable costs incurred after Termination in completing those portions of the Performance that the notice required Contractor to complete. Contractor, however, is not entitled to receive and DMV is not obligated to tender to Contractor any payments for anticipated or lost profits; provided, however, that the per Credential fee in Section 8(a)(1) payable for Credentials actually produced and delivered in conformity with this Agreement shall be paid in full. Upon request by DAS, Contractor shall assign, unless expressly prohibited, to DAS or any replacement contractor that DAS designates, all subcontracts, purchase orders, and other information necessary to its Performance, and remove from State premises, whether leased or owned, all of Contractor's property, equipment, waste material and rubbish related to its Performance, all as DAS may request.
- c) Termination by Contractor. Notwithstanding any provisions in this Agreement, Contractor, through a duly authorized officer, may, after making a written determination that DAS has failed timely to cure a Noncompliance under this Agreement, Terminate this Agreement in accordance with this Termination section.
- d) For breach or violation of any of the representations or warranties in Section 29, DAS may Terminate this Agreement in accordance with its terms and revoke any consents to assignments given as if the assignments had never been requested or consented to, without liability to Contractor or Contractor Parties or any third party.
- e) Upon Termination of this Agreement, all rights and obligations of the parties shall expire and no longer be in effect, except that the provisions of Sections 12, 13, 14, 15, 16, 18, 21, 23, 24, 25, 26, 27, 28 (but only for purposes of Section 27(f) below), 33, 34, 38, 41 and 46 of this Agreement shall survive such Termination to the extent not otherwise expressly limited in such sections.
- f) Subject to and without diminishing any of the State's rights under Section 39, upon Termination of this Agreement, Contractor shall continue to provide all of the services under this Agreement on its terms to the State for whatever period, not to exceed two (2) years, which the State may require in its sole discretion. At the commencement of the second year after



Termination (if applicable), the per Credential fee under Section 8(a)(1) shall increase by an amount equal to three percent (3%) for Credentials issued after that date under this Agreement.

## **28. SOFTWARE AND SOURCE CODE ESCROW**

Contractor shall deposit copies of the source code and object code of all Software used in the System and all other Materials necessary to operate the System in accordance with this Agreement (the "Escrow Deposit") with an escrow agent that is acceptable to DAS in its sole discretion, to be held and maintained under the terms of an escrow agreement that is acceptable to DAS in its sole discretion, subject to release to DAS upon the occurrence of any Triggering Event. Contractor shall make the initial deposit as a condition to DAS's acceptance of the System on the Acceptance Date for the System. Contractor shall update the Escrow Deposit with additional Software and Materials as a condition to DAS's acceptance of each Deliverable and each Improvement to the System throughout the Term. At the time of the initial deposit and each update, Contractor shall provide notice and an accurate and complete description of all Software and Materials that are in the Escrow Deposit. "Triggering Events" for a release of the Escrow Deposit, as amended and in effect throughout the Term, shall include:

- (i) if any of Contractor's assets or properties that are significant to this Agreement are sequestered by or in consequence of a court order and such order remains in effect for more than 60 days; or
- (ii) if Contractor files a petition or answer seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any statute, law or regulation, or consents to the filing of any petition against it under any such statute, law or regulation, or
- (iii) if Contractor files a formal or informal assignment for the benefit of its creditors, admits in writing its inability to pay debts generally when they become due, files an answer or other pleading admitting or failing to contest the material allegations of a petition filed against it in any proceeding of a nature described above or seeks, consents or acquiesces in the appointment of a trustee, receiver or liquidator of Contractor or for all or any part of its property; or
- (iv) ninety (90) days after the commencement of any proceeding against Contractor seeking reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any statute, law or regulation, if such proceeding has not been dismissed.

## **29. REPRESENTATIONS AND WARRANTIES**

Contractor represents and warrants to the State for itself and Contractor Parties that:

- a) each is a duly and validly existing entity under the laws of each such entity's respective state of organization and is authorized to conduct business in the State of Connecticut in the manner contemplated by this Agreement. Further, as appropriate, each has taken all necessary

action to authorize the execution, delivery and Performance of this Agreement and has the power and authority to execute, deliver and Perform its obligations under this Agreement;

b) each will comply with all applicable State and federal laws and municipal ordinances in satisfying its obligations to the State under and pursuant to this Agreement, including, but not limited to Connecticut General Statutes (1) Title 1, Chapter 10, concerning the State's Codes of Ethics; (2) Title 4a, Chapter 58 concerning State purchasing; and (3) section 22a-194a concerning the use of polystyrene foam;

c) the execution, delivery and Performance of this Agreement will not violate, be in conflict with, result in a breach of or constitute (with or without due notice or lapse of time or both) a default under any of the following, as applicable: (1) any provision of law; (2) any order of any court or the State; or (3) any indenture, agreement, document or other instrument to which it is a party or by which it may be bound;

d) each is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from entering into contracts by any governmental entity;

e) as applicable, each has not, within the three years preceding the effective date of this Agreement, in any of its current or former jobs, been convicted of, or had a civil judgment rendered against it or against any person who would Perform under this Agreement, for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a transaction or contract with any governmental entity. This includes, but is not limited to, violation of federal or any state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records or property, making false statements, or receiving stolen property;

f) each is not presently indicted for or otherwise criminally or civilly charged by any governmental entity with commission of any of the offenses listed above;

g) each has not within the three years preceding the effective date of this Agreement had one or more contracts with any governmental entity terminated for breach or default;

h) none has employed or retained any entity or person, other than a bona fide employee working solely for it, to solicit or secure this Agreement and it has not paid or agreed to pay any entity or person, other than a bona fide employee working solely for it, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of this Agreement or any assignments made in accordance with the terms of this Agreement;

i) to the best of each entity's knowledge, there are no Claims involving Contractor or Contractor Parties that might reasonably be expected to materially adversely affect its business, operations, assets, properties, financial stability, business prospects or ability to Perform fully under this Agreement;

j) each shall disclose, to the best of its knowledge, to the State in writing any Claims involving it that are of a nature that would be required to be disclosed on Form 8-K of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), whether or not Contractor

is at that time subject to the reporting requirements of the Exchange Act, no later than ten (10) calendar days after becoming aware or after it should have become aware of any such Claims. For purposes of Contractor's obligation to disclose any Claims to the State, the ten (10) calendar days in the section of this Agreement concerning disclosure of Contractor Parties litigation shall run consecutively with the ten (10) calendar days provided for in this representation and warranty;

k) each entity's participation in the Solicitation process is not a conflict of interest or a breach of ethics under the provisions of Title 1, Chapter 10 of the Connecticut General Statutes concerning the State's Code of Ethics;

l) the proposal submitted by Contractor in response to the Solicitation was not made in connection or concert with any other person, entity or proposer, including any affiliate (as defined in the Tangible Personal Property section of this Agreement) of the proposer, submitting a proposal for the same Solicitation, and is in all respects fair and without collusion or fraud;

m) each is able to Perform under this Agreement using its own resources or the resources of a party who has not submitted a proposal;

n) if Contractor does not have plenary authority to make the representations and warranties in this Section, as applicable, on behalf of Contractor Parties, then Contractor shall enter into a written contract with Contractor Parties, in which contract Contractor Parties shall make all of the applicable representations and warranties in this Section;

o) each has paid all applicable workers' compensation second injury fund assessments concerning all previous work done in Connecticut; each has a record of compliance with Occupational Health and Safety Administration regulations without any unabated, willful or serious violations;

p) none owe unemployment compensation contributions;

q) none is delinquent in the payment of any taxes owed, or, has filed a sales tax security bond, and has, if and as applicable, filed for motor carrier road tax stickers and has paid all outstanding road taxes;

r) all of each entity's vehicles have current registrations and, unless such vehicles are no longer in service, none shall allow any such registrations to lapse;

s) each Contractor Party has vested in Contractor plenary authority to bind Contractor Parties to the full extent necessary or appropriate to ensure full compliance with and Performance in accordance with all of the terms and conditions of this Agreement and that all appropriate parties shall also provide, no later than fifteen (15) days after receiving a request from DAS or DMV, such information as DAS or DMV may require to evidence, in their sole determination, compliance with this Section;

t) each either owns or has the authority to use all the Goods;

- u) to the best knowledge of Contractor, the Goods do not infringe or misappropriate any patent, copyright, trade secret or other intellectual property right of a third party;
- v) to the best knowledge of Contractor, DMV's use of any Goods in a manner consistent with this Agreement shall not infringe or misappropriate any patent, trade secret or other intellectual property right of a third party;
- w) if any party shall procure any Goods, it shall sub-license such Goods such that DMV shall be afforded the full benefits of any manufacturer or subcontractor licenses for the use of the Goods;
- x) Contractor is the successor in interest to Viisage Technology, Inc. and has assumed and is obligated to Perform all of the obligations of Viisage Technology, Inc. under an information processing systems agreement, Reference No. B-00-012, between the State and Viisage Technology, Inc. dated April 24, 2002, as amended and extended April 22, 2008 and December 13, 2012 (the "Current Contractor Agreements"); and
- y) each shall assign or otherwise transfer to DMV, or afford DMV the full benefits of any manufacturer's warranty for the Goods, to the extent that such warranties are assignable or otherwise transferable to DMV.

### **30. DISCLOSURE OF CONTRACTOR PARTIES LITIGATION**

Contractor shall require that all Contractor Parties, as appropriate, disclose in writing to Contractor, to the best of their knowledge, any Claims involving Contractor Parties that might reasonably be expected to materially adversely affect their businesses, operations, assets, properties, financial stability, business prospects or ability to Perform fully under this Agreement, no later than ten (10) calendar days after becoming aware or after they should have become aware of any such Claims.

### **31. STATE COMPTROLLER'S SPECIFICATIONS**

In accordance with Conn. Gen. Stat. § 4d-31, this Agreement is deemed to have incorporated within it, and Contractor shall deliver the Goods and Services in compliance with, all specifications established by the State Comptroller to ensure that all policies, procedures, processes and control systems, including hardware, software and protocols, which are established or provided by Contractor or Contractor Parties, are compatible with and support the State's core financial systems, including but not limited to, accounting, payroll, time and attendance, and retirement systems.

### **32. CHIEF INFORMATION OFFICER SUBCONTRACT APPROVAL**

In accordance with Conn. Gen. Stat. § 4d-32, Contractor shall not award a subcontract for work under this Agreement without having first obtained the written approval of the Chief Information Officer of DAS or his or her designee, of the selection of the subcontractor and of the provisions of the subcontract. Contractor shall deliver a copy of each executed subcontract or amendment to the subcontract to the Chief Information Officer, who shall maintain the subcontract or amendment as a public record, as defined in Conn. Gen. Stat. § 1-200.

### **33. RIGHTS TO AND INTEGRITY OF PUBLIC RECORDS**

In accordance with Conn. Gen. Stat. § 4d-34, (a) neither Contractor nor Contractor Parties shall have any Title in or to (1) any public records which Contractor or Contractor Parties possess, modify or create pursuant to a contract, subcontract or amendment to a contract or subcontract, or (2) any modifications by such contractor, subcontractor, employee or agent to such public records; (b) neither Contractor nor Contractor Parties shall impair the integrity of any public records which they possess or create; and (c) public records which Contractor or Contractor Parties possess, modify or create pursuant to this Agreement or other contract, subcontract or amendment to a contract or subcontract shall at all times and for all purposes remain the property of the State. For purposes of this Section, “public records” shall have the meaning set forth in Conn. Gen. Stat. § 4-33, as it may be modified from time to time.

### **34. PUBLIC RECORDS AND FOIA**

In accordance with Conn. Gen. Stat. § 4d-35, any public record which a state agency provides to Contractor or Contractor Parties shall remain a public record for the purposes of subsection (a) of section 1-210 and as to such public records, the State, Contractor and Contractor Parties shall have a joint and several obligation to comply with the obligations of the state agency under the Freedom of Information Act (FOIA), as defined in section 1-200, provided that the determination of whether or not to disclose a particular record or type of record shall be made by such state agency.

### **35. DISCLOSURE OF PUBLIC RECORDS**

In accordance with Conn. Gen. Stat. § 4d-36, neither Contractor nor Contractor Parties shall disclose to the public any public records (a) that they possess, modify or create pursuant to this Agreement or any contract, subcontract or amendment to a contract or subcontract and (b) that a state agency (1) is prohibited from disclosing pursuant to state or federal law in all cases, (2) may disclose pursuant to state or federal law only to certain entities or individuals or under certain conditions or (3) may withhold from disclosure pursuant to state or federal law. This provision shall not be construed to prohibit Contractor from disclosing such public records to any Contractor Parties to carry out the purposes of its subcontract. For purposes of this Section, “public records” shall have the meaning set forth in Conn. Gen. Stat. § 1-200, as it may be modified from time-to-time.

### **36. PROFITING FROM PUBLIC RECORDS**

In accordance with Conn. Gen. Stat. § 4d-37, neither Contractor nor any Contractor Parties shall sell, market or otherwise profit from the disclosure or use of any public records that are in their possession pursuant to this Agreement or any contract, subcontract or amendment to a contract or subcontract, except as authorized in this Agreement. For purposes of this Section, “public records” shall have the meaning set forth in Conn. Gen. Stat. § 1-200, as it may be modified from time-to-time.

**37. CONTRACTOR'S OBLIGATION TO NOTIFY DAS CONCERNING PUBLIC RECORDS**

In accordance with Conn. Gen. Stat. § 4d-38, if Contractor or Contractor Parties learn of any violation of the provisions of Conn. Gen. Stat. §§ 4d-36 or 4d-37 they shall, no later than seven calendar days after learning of such violation, notify the Chief Information Officer of such violation.

**38. GENERAL ASSEMBLY ACCESS TO RECORDS**

In accordance with Conn. Gen. Stat. § 4d-40, the Joint Committee on Legislative Management and each nonpartisan office of the General Assembly shall continue to have access to DAS records that is not less than the access that said committee and such offices have on July 1, 1997.

**39. CONTINUITY OF SYSTEMS**

a) This Section is intended to comply with Conn. Gen. Stat. §4d-44, as it may be amended. Nothing in this Section shall be construed to prevent Contractor from being paid for its Performance that is provided in accordance with this Agreement.

b) Contractor acknowledges that the Deliverables, the Systems and associated Services are important to the function of State government and that they must continue without interruption. Pursuant to Conn. Gen. Stat. §4d-44, as it may be amended, if the work under this Agreement, any subcontract, or amendment to either, is transferred back to the State or to another contractor at any time for any reason, then Contractor shall cooperate fully with the State, and do and Perform all acts and things that DAS deems to be necessary or appropriate, to ensure continuity of the DMV information system and telecommunication system facilities, equipment and Services so that there is no disruption or interruption in Performance as required or permitted in this Agreement. Contractor shall not enter into any subcontract for any part of the Performance under this Agreement without approval of such subcontract by DAS, as required by Conn. Gen. Stat. §4d-32, as it may be amended, and without such subcontract including a provision that obligates the subcontractor to comply fully with Conn. Gen. Stat. §4d-44, as it may be amended, as if the subcontractor were in fact Contractor. Contractor shall make a full and complete disclosure of and delivery to DAS of all Records and "Public Records," as that term is defined in Conn. Gen. Stat. §4d-33, as it may be amended, in whatever form they exist or are stored and maintained and wherever located, directly or indirectly concerning this Agreement.

c) The parties shall follow the below applicable and respective procedures in order to ensure the orderly transfer to the State the following:

1. Facilities and Equipment: Unless a shorter period is necessary or appropriate to ensure compliance with Conn. Gen. Stat. §4d-44 in which case that shorter period shall apply, Contractor shall deliver to the State, F.O.B. Hartford, Connecticut or other State location which the State identifies, all Deliverables, Materials, Systems, goods, facilities and equipment related to or arising out of this Agreement, any subcontract or amendment (other than any of the Deliverables, Materials, Systems, goods, facilities or equipment in which Contractor has title under this Agreement), no later than ten (10) days from the date that the work

under this Agreement is transferred back to DMV or to another contractor for any reason. Contractor shall deliver the Deliverables, Materials, Systems, goods, facilities and equipment to the State, during the State's business hours, in good working order and in appropriately protective packaging to ensure delivery without damage. Concurrent with this delivery, Contractor shall also deliver all related operation manuals and other documentation in whatever form they exist and a list of all related passwords and security codes;

2. Software Deliverables created or modified pursuant to this Agreement, and subcontract or amendment: Unless a shorter period is necessary or appropriate to ensure compliance with Conn. Gen. Stat. §4d-44 in which case that shorter period shall apply, Contractor shall deliver to the State, F.O.B. Hartford, Connecticut or other location which the Department identifies, all Deliverables, Materials and Systems, no later than 10 days from the date that the work under the SOW or this Agreement is transferred back to DMV or to another contractor for any reason. Contractor shall deliver such Deliverables, Materials and Systems to DMV, during DMV's business hours, in good working order, and if DMV's equipment shall be delivered, it shall be so delivered in appropriately protective packaging to ensure delivery without damage. Concurrent with this delivery, Contractor shall also deliver all Deliverable-related operation manuals and all other Documentation in whatever form they exist, if delivery of such manuals and Documentation is required by this Agreement or the SOW for such Deliverable, and a list of all Deliverable passwords and security codes; and
3. Public Records, as defined in Conn. Gen. Stat. §4d-33, as it may be amended, which Contractor or Contractor Parties possess or create pursuant to this Agreement, subcontract or amendment: Unless a shorter period is necessary or appropriate to ensure compliance with Conn. Gen. Stat. §4d-44, in which case that shorter period shall apply, Contractor shall deliver to DMV, F.O.B. Hartford, Connecticut or other State location which DMV identifies, all Public Records created or modified pursuant to this Agreement, any Statement of Work, subcontract or amendment and requested in writing by DMV (provided that Contractor may redact confidential information of Contractor, its personnel or third parties to the extent permitted by applicable law) no later than the latter of (1) the time specified in the section in this Agreement concerning Termination for the return of Public Records and (2) ten (10) days from the date that the work under this Agreement or Statement of Work is transferred back to DMV or to another contractor for any reason. Contractor shall deliver to DMV those Public Records in electronic, magnetic or other intangible form in a non-proprietary format, such as, but not limited to, ASCII or TXT. Contractor shall deliver to DMV, during the DMV's business hours, those Public Records and a list of all applicable passwords and security codes, all in appropriately protective packaging to ensure delivery without damage.

d) If Contractor employs former State employees, Contractor shall facilitate the exercising of any reemployment rights that such State employees may have with the State, including, but not limited to, affording them all reasonable opportunities during the workday to interview for

State jobs. Contractor shall include language similar to this Section in all of its contracts with its subcontractors and applicable Contractor Parties so that they are similarly obligated.

#### **40. TANGIBLE PERSONAL PROPERTY**

a) Contractor on its behalf and on behalf of its Affiliates, as defined below, shall comply with the provisions of Conn. Gen. Stat. §12-411b, as follows:

1. For the Term, Contractor and its Affiliates shall collect and remit to the State of Connecticut, Department of Revenue Services, any Connecticut use tax due under the provisions of Chapter 219 of the Connecticut General Statutes for items of tangible personal property sold by Contractor or by any of its Affiliates in the same manner as if Contractor and such Affiliates were engaged in the business of selling tangible personal property for use in Connecticut and had sufficient nexus under the provisions of Chapter 219 to be required to collect Connecticut use tax;
2. A customer's payment of a use tax to Contractor or its Affiliates relieves the customer of liability for the use tax;
3. Contractor and its Affiliates shall remit all use taxes they collect from customers on or before the due date specified in this Agreement if any, which may not be later than the last day of the month next succeeding the end of a calendar quarter or other tax collection period during which the tax was collected;
4. Contractor and its Affiliates are not liable for use tax billed by them but not paid to them by a customer; and
5. Any Contractor or Affiliate who fails to remit use taxes collected on behalf of its customers by the due date specified in this Agreement shall be subject to the interest and penalties provided for persons required to collect sales tax under chapter 219 of the general statutes.

b) For purposes of this Section of this Agreement, the word "Affiliate" means any person, as defined in section 12-1 of the general statutes, that controls is controlled by, or is under common control with another person. A person controls another person if the person owns, directly or indirectly, more than ten per cent of the voting securities of the other person. The word "voting security" means a security that confers upon the holder the right to vote for the election of members of the board of directors or similar governing body of the business, or that is convertible into, or entitles the holder to receive, upon its exercise, a security that confers such a right to vote. "Voting security" includes a general partnership interest.

c) Contractor represents and warrants that each of its Affiliates has vested in Contractor plenary authority to so bind the Affiliates in any agreement with the State of Connecticut. Contractor on its own behalf and on behalf of its Affiliates shall also provide, no later than 30 days after receiving a request by the State's contracting authority, such information as the State may require to ensure, in the State's sole determination, compliance with the provisions of Chapter 219 of the Connecticut General Statutes, including, but not limited to, §12-411b.



#### **41. INDEMNIFICATION**

- a) Contractor shall indemnify, defend and hold harmless the State and its officers, representatives, agents, servants, employees, successors and assigns from and against any and all (1) Claims arising, directly or indirectly, in connection with this Agreement, including the acts of commission or omission (collectively, the “Acts”) of Contractor or Contractor Parties; and (2) liabilities, damages, losses, costs and expenses, including but not limited to, attorneys’ and other professionals’ fees, arising, directly or indirectly, in connection with Claims, Acts or this Agreement. Contractor shall use counsel reasonably acceptable to the State in carrying out its obligations under this Section. Contractor’s obligations under this Section to indemnify, defend and hold harmless against Claims includes Claims concerning confidentiality of any part of or all of Contractor’s bid, proposal or any Records, any intellectual property rights, other proprietary rights of any person or entity, copyrighted or non-copyrighted compositions, secret processes, patented or unpatented inventions, articles or appliances furnished or used in the Performance.
- b) Contractor shall not be responsible for indemnifying or holding the State harmless from any liability arising due to the negligence of the State or any third party acting under the direct control or supervision of the State.
- c) Contractor shall reimburse the State for any and all damages to the real or personal property of the State caused by the Acts of Contractor or any Contractor Parties. The State shall give Contractor reasonable notice of any such Claims.
- d) Contractor’s duties under this Section shall remain fully in effect and binding in accordance with the terms and conditions of this Agreement, without being lessened or compromised in any way, even where Contractor is alleged or is found to have merely contributed in part to the Acts giving rise to the Claims or where the State is alleged or is found to have contributed to the Acts giving rise to the Claims or both.
- e) Contractor shall carry and maintain at all times during the term of this Agreement, and during the time that any provisions survive the term of this Agreement, sufficient commercial general liability insurance to satisfy its obligations under this Agreement. Contractor shall name the State as an additional insured on the policy and shall provide a copy of the policy to the Department prior to the effective date of this Agreement. Contractor shall not begin Performance until the delivery of the policy to the Department. DMV shall be entitled to recover under the insurance policy even if a body of competent jurisdiction determines that the Department or the State was contributorily negligent.
- f) This Section 41 shall survive the Termination of this Agreement and shall not be limited by reason of any insurance coverage.
- g) Neither the State nor Contractor shall be liable to the other for indirect, consequential, incidental, special, or punitive damages, including but not limited to lost profits or lost revenues of any kind, whether foreseeable or unforeseeable, from any cause whatsoever, even if a representative of the State or Contractor has been advised of the possibility of such damages.

**42. SOVEREIGN IMMUNITY**

The parties acknowledge and agree that nothing in this Agreement shall be construed as a modification, compromise or waiver by the State of any rights or defenses of any immunities provided by federal law or the laws of the State of Connecticut to the State or any of its officers and employees, which they may have had, now have or will have with respect to all matters arising out of this Agreement. To the extent that this Section conflicts with any other section, this Section shall govern.

**43. SUMMARY OF STATE ETHICS LAWS**

Pursuant to the requirements of section 1-101qq of the Connecticut General Statutes, the summary of State ethics laws developed by the State Ethics Commission pursuant to section 1-81b of the Connecticut General Statutes is incorporated by reference into and made a part of this Agreement as if the summary had been fully set forth in this Agreement.

**44. AUDIT AND INSPECTION OF PLANTS, PLACES OF BUSINESS AND RECORDS.**

- a) The State and its agents, including, but not limited to, the Connecticut Auditors of Public Accounts, Attorney General and State's Attorney and their respective agents, may, at reasonable hours, inspect and examine all of the parts of Contractor's and Contractor Parties' plants and places of business which, in any way, are related to, or involved in, the performance of this Agreement.
- b) Contractor shall maintain, and shall require each Contractor Party to maintain, accurate and complete Records. Contractor shall make all of its and Contractor Parties' Records available at all reasonable hours for audit and inspection by the State and its agents.
- c) The State shall make all requests for any audit or inspection in writing and shall provide Contractor with reasonable notice, and in no event less than one (1) Business Day's notice, prior to the requested audit and inspection date. If the State suspects fraud or other abuse, or in the event of an emergency, the State is not obligated to provide any prior notice.
- d) All audits and inspections shall be at the State's expense and may be conducted by the State at least annually.
- e) Contractor shall keep and preserve or cause to be kept and preserved all of its and Contractor Parties' Records until three (3) years after the latter of (i) final payment under this Agreement, or (ii) the expiration or earlier termination of this Agreement, as the same may be modified for any reason. The State may request an audit or inspection at any time during this period. If any Claim or audit is started before the expiration of this period, Contractor shall retain or cause to be retained all Records until all Claims or audit findings have been resolved.
- f) Contractor shall cooperate fully with the State and its agents in connection with an audit or inspection. Following any audit or inspection, the State may conduct and Contractor shall cooperate with an exit conference.

g) Contractor shall incorporate this entire Section verbatim into any contract or other agreement that it enters into with any Contractor Party.

#### **45. CAMPAIGN CONTRIBUTION RESTRICTION**

For all State contracts, defined in Conn. Gen. Stat. §9-612(g)(1) as having a value in a calendar year of \$50,000 or more, or a combination or series of such agreements or contracts having a value of \$100,000 or more, the authorized signatory to this Agreement expressly acknowledges receipt of the State Elections Enforcement Commission's notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice, as set forth in "Notice to Executive Branch State Contractors and Prospective State Contractors of Campaign Contribution and Solicitation Limitations," attached as Exhibit 1.

#### **46. EXECUTIVE ORDERS**

This Agreement is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of this Agreement as if they had been fully set forth in it. This Agreement may also be subject to Executive Order No. 7C of Governor M. Jodi Rell, promulgated July 13, 2006, concerning contracting reforms and Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services and Executive Order No. 19 of Governor M. Jodi Rell, promulgated June 19, 2008 concerning use of System Development, in accordance with their respective terms and conditions. If Executive Orders 7C and 14 are applicable, they are deemed to be incorporated into and are made a part of this Agreement as if they had been fully set forth in it. At Contractor's request, the State shall provide a copy of these orders to Contractor.

#### **47. NONDISCRIMINATION**

a) For purposes of this Section, the following terms are defined as follows:

- (i) "Commission" means the Commission on Human Rights and Opportunities;
- (ii) "Contract" and "contract" include any extension or modification of this Agreement;
- (iii) "Contractor" and "contractor" include any successors or assigns of Contractor or contractor;
- (iv) "Gender identity or expression" means a person's gender-related identity, appearance or behavior, whether or not that gender-related identity, appearance or behavior is different from that traditionally associated with the person's physiology or assigned sex at birth, which gender-related

identity can be shown by providing evidence including, but not limited to, medical history, care or treatment of the gender-related identity, consistent and uniform assertion of the gender-related identity or any other evidence that the gender-related identity is sincerely held, part of a person's core identity or not being asserted for an improper purpose;

- (v) "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations;
- (vi) "good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements;
- (vii) "marital status" means being single, married as recognized by the state of Connecticut, widowed, separated or divorced;
- (viii) "mental disability" means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association's "Diagnostic and Statistical Manual of Mental Disorders", or a record of or regarding a person as having one or more such disorders;
- (ix) "minority business enterprise" means any small contractor or supplier of materials fifty-one percent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise, and (3) who are members of a minority, as such term is defined in subsection (a) of Connecticut General Statutes § 32-9n; and
- (x) "public works contract" means any agreement between any individual, firm or corporation and the State or any political subdivision of the State other than a municipality for construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, or which is financed in whole or in part by the State, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees.

For purposes of this Section, the terms "Contract" and "contract" do not include a contract where each contractor is (1) a political subdivision of the state, including, but not limited to, a municipality, (2) a quasi-public agency, as defined in Conn. Gen. Stat. Section 1-120, (3) any other state, including but not limited to any federally recognized Indian tribal governments, as defined in Conn. Gen. Stat. Section 1-267, (4) the federal government, (5) a foreign government, or (6) an agency of a subdivision, agency, state or government described in the immediately preceding enumerated items (1), (2), (3), (4) or (5).

b) (1) Contractor agrees and warrants that in the performance of this Agreement such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut; and Contractor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by Contractor that such disability prevents performance of the work involved; (2) Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of Contractor, to state that it is an “affirmative action-equal opportunity employer” in accordance with regulations adopted by the Commission; (3) Contractor agrees to provide each labor union or representative of workers with which Contractor has a collective bargaining agreement or other contract or understanding and each vendor with which Contractor has a contract or understanding, a notice to be provided by the Commission, advising the labor union or workers’ representative of Contractor’s commitments under this Section and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) Contractor agrees to comply with each provision of this Section and Connecticut General Statutes §§ 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes §§ 46a-56, 46a-68e and 46a-68f; and (5) Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of Contractor as relate to the provisions of this Section and Connecticut General Statutes § 46a-56. If the contract is a public works contract, Contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works projects.

c) Determination of Contractor’s good faith efforts shall include, but shall not be limited to, the following factors: Contractor’s employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the Commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.

d) Contractor shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts.

e) Contractor shall include the provisions of subsection (b) of this Section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statutes §46a-56; provided if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission,

Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

f) Contractor agrees to comply with the regulations referred to in this Section as they exist on the date of this Agreement and as they may be adopted or amended from time to time during the term of this Agreement and any amendments thereto.

g) (1) Contractor agrees and warrants that in the performance of this Agreement such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (2) Contractor agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such Contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of Contractor's commitments under this Section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (3) Contractor agrees to comply with each provision of this Section and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes § 46a-56; and (4) Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of Contractor which relate to the provisions of this Section and Connecticut General Statutes § 46a-56.

h) Contractor shall include the provisions of the foregoing paragraph in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statutes § 46a-56; provided, if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

#### **48. OWNERSHIP OF DATA**

Any and all data hosted by Contractor on behalf of the State of Connecticut shall remain the sole property of the State, and the State shall retain any and all ownership of such data. It is further understood that at no time will Contractor have ownership of any data held within the System.

#### **49. TERMS AND CONDITIONS**

Any and all Purchase Orders, Product Schedule Updates, Statements of Work or other documents authorized in connection with this Agreement shall be subject to the terms and conditions of this Agreement. Any terms or conditions contained in any such Purchase Order,

Product Schedule Update, Statement of Work or other document shall have no force or effect and shall in no way affect, change or modify any of the terms and conditions of this Agreement, unless executed by each authorized representative of the State and Contractor.

**50. WORKERS' COMPENSATION**

Contractor shall maintain Worker's Compensation and Employer's Liability insurance in compliance with the laws of the state of Connecticut, which coverage shall include Employer's Liability coverage with minimum limits of \$100,000 for each accident, \$500,000 for disease, and \$100,000 for each employee, per policy period.

**51. THE AMERICANS WITH DISABILITIES ACT**

Contractor represents that it is familiar with the terms of the Americans with Disabilities Act, 42 U.S.C. §§12101 et seq., and that it is in compliance with the law. Failure of Contractor to satisfy this standard either now or during the Term as it may be amended will render this Agreement voidable at the option of the State upon notice to Contractor. Contractor warrants that it will hold the State harmless from any liability that may be imposed upon the State as a result of any failure of Contractor to be in compliance with the Americans with Disabilities Act

**52. POLICY ON SECURITY FOR MOBILE COMPUTING AND STORAGE DEVICES**

By entering into this Agreement, Contractor agrees and warrants that it is subject to and will comply fully with the State of Connecticut Policy on Security for Mobile Computing and Storage Devices dated September 10, 2007.

**53. ENTIRETY OF AGREEMENT AND AMENDMENTS**

This Agreement contains the complete and exclusive statement of the terms and conditions agreed to by the parties. No amendment to or modification of this Agreement shall be valid or binding unless made in writing, signed by the parties and, if applicable, approved by the Connecticut Attorney General.

**THE REMAINDER OF THIS PAGE IS LEFT BLANK INTENTIONALLY**

**SIGNATURE PAGE OF AGREEMENT**

This Agreement is entered into by authority of Sections 4d-2, 4d-5 and 4d-8 of the General Statutes.

CONTRACTOR  
MORPHOTRUST USA, INC.

STATE OF CONNECTICUT,

BY: \_\_\_\_\_  
Name:  
Title:  
Duly Authorized

BY: \_\_\_\_\_  
Name:  
Title:  
Department of Administrative Services  
Duly Authorized

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

APPROVED AS TO FORM:  
OFFICE OF THE ATTORNEY GENERAL

BY: \_\_\_\_\_  
JOSEPH RUBIN  
ITS ASSOCIATE ATTORNEY GENERAL

DATE: \_\_\_\_\_







## Notice to Executive Branch State Contractors and Prospective State Contractors of Campaign Contribution and Solicitation Limitations

This notice is provided under the authority of Connecticut General Statutes §9-612(g)(2), as amended by P.A. 10-1, and is for the purpose of informing state contractors and prospective state contractors of the following law (italicized words are defined on the reverse side of this page).

### CAMPAIGN CONTRIBUTION AND SOLICITATION LIMITATIONS

No *state contractor, prospective state contractor, principal of a state contractor or principal of a prospective state contractor*, with regard to a *state contract or state contract solicitation* with or from a state agency in the executive branch or a quasi-public agency or a holder, or principal of a holder of a valid prequalification certificate, shall make a contribution to (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of Governor, Lieutenant Governor, Attorney General, State Comptroller, Secretary of the State or State Treasurer, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee (which includes town committees).

In addition, no holder or principal of a holder of a valid prequalification certificate, shall make a contribution to (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of State senator or State representative, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee.

On and after January 1, 2011, no state contractor, prospective state contractor, principal of a state contractor or principal of a prospective state contractor, with regard to a state contract or state contract solicitation with or from a state agency in the executive branch or a quasi-public agency or a holder, or principal of a holder of a valid prequalification certificate, shall **knowingly solicit** contributions from the state contractor's or prospective state contractor's employees or from a *subcontractor or principals of the subcontractor* on behalf of (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of Governor, Lieutenant Governor, Attorney General, State Comptroller, Secretary of the State or State Treasurer, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee.

### DUTY TO INFORM

State contractors and prospective state contractors are required to inform their principals of the above prohibitions, as applicable, and the possible penalties and other consequences of any violation thereof.

### PENALTIES FOR VIOLATIONS

Contributions or solicitations of contributions made in violation of the above prohibitions may result in the following civil and criminal penalties:

**Civil penalties**—Up to \$2,000 or twice the amount of the prohibited contribution, whichever is greater, against a principal or a contractor. Any state contractor or prospective state contractor which fails to make reasonable efforts to comply with the provisions requiring notice to its principals of these prohibitions and the possible consequences of their violations may also be subject to civil penalties of up to \$2,000 or twice the amount of the prohibited contributions made by their principals.

**Criminal penalties**—Any knowing and willful violation of the prohibition is a Class D felony, which may subject the violator to imprisonment of not more than 5 years, or not more than \$5,000 in fines, or both.

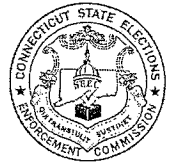
### CONTRACT CONSEQUENCES

In the case of a state contractor, contributions made or solicited in violation of the above prohibitions may result in the contract being voided.

In the case of a prospective state contractor, contributions made or solicited in violation of the above prohibitions shall result in the contract described in the state contract solicitation not being awarded to the prospective state contractor, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

The State shall not award any other state contract to anyone found in violation of the above prohibitions for a period of one year after the election for which such contribution is made or solicited, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

Additional information may be found on the website of the State Elections Enforcement Commission, [www.ct.gov/seec](http://www.ct.gov/seec). Click on the link to "Lobbyist/Contractor Limitations."



CONNECTICUT STATE ELECTIONS ENFORCEMENT COMMISSION

Rev. 1/11

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## DEFINITIONS

"State contractor" means a person, business entity or nonprofit organization that enters into a state contract. Such person, business entity or nonprofit organization shall be deemed to be a state contractor until December thirty-first of the year in which such contract terminates. "State contractor" does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

"Prospective state contractor" means a person, business entity or nonprofit organization that (i) submits a response to a state contract solicitation by the state, a state agency or a quasi-public agency, or a proposal in response to a request for proposals by the state, a state agency or a quasi-public agency, until the contract has been entered into, or (ii) holds a valid prequalification certificate issued by the Commissioner of Administrative Services under section 4a-100. "Prospective state contractor" does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

"Principal of a state contractor or prospective state contractor" means (i) any individual who is a member of the board of directors of, or has an ownership interest of five per cent or more in, a state contractor or prospective state contractor, which is a business entity, except for an individual who is a member of the board of directors of a nonprofit organization, (ii) an individual who is employed by a state contractor or prospective state contractor, which is a business entity, as president, treasurer or executive vice president, (iii) an individual who is the chief executive officer of a state contractor or prospective state contractor, which is not a business entity, or if a state contractor or prospective state contractor has no such officer, then the officer who duly possesses comparable powers and duties, (iv) an officer or an employee of any state contractor or prospective state contractor who has *managerial or discretionary responsibilities with respect to a state contract*, (v) the spouse or a *dependent child* who is eighteen years of age or older of an individual described in this subparagraph, or (vi) a political committee established or controlled by an individual described in this subparagraph or the business entity or nonprofit organization that is the state contractor or prospective state contractor.

"State contract" means an agreement or contract with the state or any state agency or any quasi-public agency, let through a procurement process or otherwise, having a value of fifty thousand dollars or more, or a combination or series of such agreements or contracts having a value of one hundred thousand dollars or more, in a calendar year, for (i) the rendition of services, (ii) the furnishing of any goods, material, supplies, equipment or any items of any kind, (iii) the construction, alteration or repair of any public building or public work, (iv) the acquisition, sale or lease of any land or building, (v) a licensing arrangement, or (vi) a grant, loan or loan guarantee. "State contract" does not include any agreement or contract with the state, any state agency or any quasi-public agency that is exclusively federally funded, an education loan, a loan to an individual for other than commercial purposes or any agreement or contract between the state or any state agency and the United States Department of the Navy or the United States Department of Defense.

"State contract solicitation" means a request by a state agency or quasi-public agency, in whatever form issued, including, but not limited to, an invitation to bid, request for proposals, request for information or request for quotes, inviting bids, quotes or other types of submittals, through a competitive procurement process or another process authorized by law waiving competitive procurement.

"Managerial or discretionary responsibilities with respect to a state contract" means having direct, extensive and substantive responsibilities with respect to the negotiation of the state contract and not peripheral, clerical or ministerial responsibilities.

"Dependent child" means a child residing in an individual's household who may legally be claimed as a dependent on the federal income tax of such individual.

"Solicit" means (A) requesting that a contribution be made, (B) participating in any fund-raising activities for a candidate committee, exploratory committee, political committee or party committee, including, but not limited to, forwarding tickets to potential contributors, receiving contributions for transmission to any such committee or bundling contributions, (C) serving as chairperson, treasurer or deputy treasurer of any such committee, or (D) establishing a political committee for the sole purpose of soliciting or receiving contributions for any committee. Solicit does not include: (i) making a contribution that is otherwise permitted by Chapter 155 of the Connecticut General Statutes; (ii) informing any person of a position taken by a candidate for public office or a public official, (iii) notifying the person of any activities of, or contact information for, any candidate for public office; or (iv) serving as a member in any party committee or as an officer of such committee that is not otherwise prohibited in this section.

"Subcontractor" means any person, business entity or nonprofit organization that contracts to perform part or all of the obligations of a state contractor's state contract. Such person, business entity or nonprofit organization shall be deemed to be a subcontractor until December thirty first of the year in which the subcontract terminates. "Subcontractor" does not include (i) a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or (ii) an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

"Principal of a subcontractor" means (i) any individual who is a member of the board of directors of, or has an ownership interest of five per cent or more in, a subcontractor, which is a business entity, except for an individual who is a member of the board of directors of a nonprofit organization, (ii) an individual who is employed by a subcontractor, which is a business entity, as president, treasurer or executive vice president, (iii) an individual who is the chief executive officer of a subcontractor, which is not a business entity, or if a subcontractor has no such officer, then the officer who duly possesses comparable powers and duties, (iv) an officer or an employee of any subcontractor who has managerial or discretionary responsibilities with respect to a subcontract with a state contractor, (v) the spouse or a dependent child who is eighteen years of age or older of an individual described in this subparagraph, or (vi) a political committee established or controlled by an individual described in this subparagraph or the business entity or nonprofit organization that is the subcontractor.

Information Processing System, Services And License Agreement For Secure Driver’s License And Identification Card Issuance Between The State Of Connecticut Acting By Its Department Of Administrative Services And MorphoTrust USA, Inc.

**EXHIBIT 2 — PROJECT DELIVERABLES**

Capitalized terms used in this Exhibit 2 without definition shall have the meanings respectively assigned to them in the Agreement.

The following is a list and description of all Deliverables to be provided by Contractor.

**1. Documentation**

- a. Contractor shall maintain and update all Documentation for any System-related changes performed by Contractor during the Term and any renewal or extension of the Term.
- b. DMV shall have the right to copy any and all System-related Documentation for distribution to duly authorized DMV staff and, upon the execution of reasonable user license agreements and reasonable non-disclosure agreements by applicable contractors or consultants assisting DMV with the System (“DMV Contractors”), to DMV Contractors.
- c. Prior to production implementation, Contractor shall provide an electronic copy of all Documentation, including, but not limited to:
  - i. Detailed System design specifications.
  - ii. Detailed technical architecture documentation including information and diagrams that show Systems, interfaces, and hardware and software products architecture.
  - iii. Detailed technical System documentation including wiring diagrams, parts lists, etc.
  - iv. A complete description of all proposed System hardware and instruction on its operation; including name, description, footprint, power and environmental requirements, model, make and number required.
  - v. A complete description of all proposed System software products and instruction on its operation.
  - vi. Hardware maintenance manuals for all proposed System hardware along with detailed descriptions of common malfunctions and Systems.
  - vii. Training materials.

**2. Phased-In Deliverables**

<b><u>ITEM</u></b>	<b><u>DESCRIPTION</u></b>
Kickoff Meeting	The purpose of the kickoff meeting is to introduce the team members, review the System objectives at a high level, and work out the initial logistics for the System and Deliverables.
Management Plans	The purposes of the Management Plans are to summarize the plans, procedures and records required to manage the development and implementation of the System and Deliverables. The plans include the Communication Plan, QA Plan, Change Control Plan, and Project Schedule.
Formal Requirements Review	The formal Requirements Review expands on the requirements specified in Contractor’s response to the RFP and this Agreement and will be documented in the Functional Requirements

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<u>ITEM</u>	<u>DESCRIPTION</u>
	document as part of the System solution.
Functional Requirements Document	The Functional Requirements Document specifies the requirements that the System solution must satisfy.
Business Rules	The Business Rules describe the specific business policies and procedures that will be basis for the design of the System and Deliverables.
Integration with Current and Future DMV Information Systems	As described more fully in Exhibit 6, System Deliverables shall include Contractor's development and deployment of a System that functions in accordance with the Specifications in the Agreement over the existing DMV information platform (if DMV so requests), that transitions from the current flat file mainframe based system to a server based relational database system (if DMV deems it to be necessary), and, upon and after the go-live date of the relational database system, functions in accordance with the Specifications in the Agreement.
Formal Design Review	A Formal Design Review shall be conducted to confirm the final design of the System and Deliverables.
Design Specifications	The Design Specifications build upon the information developed in the Functional Requirements document and specifies the functional design for customization and configurations that are provided as part of the System.
Update Project Management Plan	The update to the Project Management Plan will account for changes made to the original plans based on findings identified during the Term.
System Test Plan	The System Test Plan delineates the System and Deliverables test procedures and describes the methods used in System testing. The purpose is to evaluate the System solution to verify that it meets the functional and technical requirements for the DMV's Central Issuance Program.
Test and Evaluation Master Plan	Test and Evaluation Master Plan delineates the test procedures and describes the methods used in testing. The purpose is to verify that the System solution meets the functional and technical requirements of DMV and to identify discrepancies between actual and intended results.
Card Design Approval Document	The Card Design Approval Document is the formal approval of the design of the Credential.
Acceptance Test Procedure	The Acceptance Test Procedure provides detailed step-by-step instructions for the setup, operation, and evaluation of tests, as well as documents the acceptance criteria and outlines the broad strategy for conducting acceptance testing.
Defect Tracking Reports	The Defect Tracking Reports document the development and testing results for the System solution modules.
Final QA Report	The Final QA Report documents the actual System results compared with the quality Specifications /requirements.
Production Card Approval Document	The Production Card Approval Document is the formal approval of the Credential production.
Test Readiness Review	A series of joint control evaluations at which DMV confirms that the System is ready to have official tests during which official verification data will be produced.

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<u>ITEM</u>	<u>DESCRIPTION</u>
User Manuals	The User Manual shall be a complete and easy to read document that covers all aspects of the System and Deliverables operation, including procedures, methods of operation and other functions.
Technical System Documentation	The Technical System Documentation will document all information required by the technical staff to administer and manage the installed hardware and software comprising the System.
Hardware Maintenance Manuals	The Hardware Maintenance Manuals will be a comprehensive set of documents that describe routine tasks required to maintain the System.
Administration Manuals	The Administration Manuals will document all information required by the technical staff to administer and manage the installed System.
Site Surveys	Contractor shall perform a site survey of every licensing location to assess the optimal method of implementation of photo up front and all other requirements of the System.
Document Scanning	Contractor shall maintain the IDSuite Lite document scanning solution until such date that DMV accepts and implements a different document scanning solution.
Test Environments	Contractor shall provide a total of two (2) complete user test environment(s) (one for UAT and one for staging) for DMV use throughout the Term and any extensions. Contractor shall propose a System for creating a complete UAT environment including Credential production.
Training	Contractor shall provide training for the appropriate business users, including DMV staff, contractors and consultants and for State IT staff.
Training Plan	Contractor shall provide the basis for managing, monitoring, and evaluating training delivery and shall enable the execution of the train-the-trainer strategy. The training plan shall define the approach, curriculum, objectives, schedule, materials, environment, and participants required for the successful implementation of the training program.
Training Schedule	Contractor shall submit a training schedule for DMV approval that coincides with the installation schedule and that is completed by the System start date.
Training Materials/Documentation	<p>Contractor shall develop all training materials including:</p> <ol style="list-style-type: none"> <li>1. Master instructor guides and support materials.</li> <li>2. Master learner guides and support materials.</li> <li>3. Lesson plans and support materials.</li> </ol> <p>All lesson plans shall include performance based objectives which can be used to measure participant proficiency.</p> <p>Copyright for all training materials will be held jointly by Contractor and DMV.</p> <p>Contractor shall produce one hard copy training guide as agreed</p>

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	<p>to with DMV and one operator's manual for each student.</p> <p>Contractor shall submit all training material for DMV approval prior to developing the training schedule.</p> <p>Contractor shall present a "dry run" training presentation for all classroom training conducted by the trainer to DMV staff for approval.</p> <p>Any E-Learning modules must be SCORM compatible.</p>
Image (signature) Sharing Program with Secretary of State	Contractor shall provide for the continuation of the Image (signature) Sharing program associated with the Secretary of State.
Final UAT Report	The Final UAT Test Report will be a document that describes the results from the UAT testing processes.
Post Installation Review Report	The purpose of the Post Installation Review Report will be to provide a record of the complete installation experience and to provide a record of problems encountered and their resolution.
Final Plans Updates and Reports	Any updates to the plans or reports at the conclusion of the project.

3. Acceptance Date Deliverables. Contractor assures that the System Performs all of the following functions in accordance with the Agreement throughout the Term, commencing on and after the Acceptance Date:

System Alerts	<ul style="list-style-type: none"> <li>• Send an alert to DMV and Contractor on the System of any pending transactions that are not completed within the timeframes specified in the Agreement.</li> <li>• Notify DMV of System failure.</li> <li>• Capture all data and create and maintain audit trail for all functions. e.g.: image capture, card stock serial number, card production, mailing, return, reprint, destruction.</li> <li>• Record at a minimum customer demographics, user, date, time, transaction type, location and workstation, as determined by DMV.</li> </ul>
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<u>ITEM</u>	<u>DESCRIPTION</u>
System Audit	<ul style="list-style-type: none"> <li>• Contractor shall provide DMV with card production data to allow DMV to fully audit the end-to-end card production results and to reconcile monthly costs associated with card production and delivery invoices.</li> <li>• Contractor shall provide DMV access to the configurable Central Issuance Reconciliation report that can be displayed in an interactive, or dashboard, format and which enables a full audit of all production-related activity.</li> <li>• Contractor shall provide to DMV the ability to identify a number of randomly selected cards, as directed by DMV, as well as any DMV specified or manually selected cards, to be sent on an expedited basis to DMV for quality control and other DMV purposes.</li> </ul>
System Configurability	<ul style="list-style-type: none"> <li>• Allow changes and modifications with minimal effort.</li> <li>• Be easily configurable to prompt users whether to take a new image or use the most recent on file, as determined by DMV.</li> </ul>
System Credential Production Status	<ul style="list-style-type: none"> <li>• Provide DMV with a robust method of querying and locating credentials, and for providing the production status of credentials. This function will be available 24 hours a day, 7 days a week.</li> <li>• Track all credentials in process from the receipt of the digital images data to the delivery of the card, including returns.</li> <li>• Transmit production and delivery status of each credential to the DMV System.</li> </ul>
System Customer ID	<ul style="list-style-type: none"> <li>• Associate multiple Credential numbers to a DMV Unique ID and record any changes to such associations in the audit log.</li> <li>• Accept and store DMV System Unique ID numbers to identify each customer.</li> </ul>
System Customer Website	<ul style="list-style-type: none"> <li>• Provide a website for DMV customers to determine the status of their Credential in production and in transit. The status of credentials in transit will be based upon carrier, e.g. USPS, tracking information, to the extent available to Contractor. This function will be available 24 hours a day, 7 days a week; and maintain a transaction status at a</li> </ul>



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<u>ITEM</u>	<u>DESCRIPTION</u>
	<p>minimum of six months after delivery.</p> <ul style="list-style-type: none"> <li>• Provide a link to a DMV web site for customers to choose and pay for various expedited delivery options.</li> </ul>
System Data	<ul style="list-style-type: none"> <li>• Permit queries/searches of any of the data elements in the database.</li> <li>• Deliver all data updates on a real time basis. No data is to be stored on local equipment once data has been successfully uploaded to the server and notification received by the workstation..</li> <li>• Retain all images and all data captured regardless of whether a credential was issued or not.</li> <li>• Provide a merge record function to correct errors where one customer has two independent records, while ensuring data integrity between the System and DMV System.</li> <li>• Contractor shall encrypt all PII stored in the System. Contractor shall provide a means to unencrypt the data by providing DMV with encryption keys, algorithms or other security codes and provide the data to DMV immediately upon request.</li> <li>• Include redundancy, fail-over, and adequate capacity to maintain production at all times and the concurrent capacity for DMV users to perform real time data queries without impacting production.</li> </ul>
System Disaster Recovery	<ul style="list-style-type: none"> <li>• Include an off-site disaster recovery capability to ensure the System remains available for DMV license issuance, including servers, data, the Contractor-provided card status website, and the central production site.</li> <li>• Servers and data for all aspects of the System, other than central production of cards and the Contractor-provided card status website, will be hosted in State-provided facilities with a power supply and networking provided by the State</li> </ul>

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<u>ITEM</u>	<u>DESCRIPTION</u>
System Facial Recognition	<ul style="list-style-type: none"> <li>• Provide facial recognition software that identifies potential fraudulent records by comparing each newly captured DL ID photo image against digital images in the System and sends the results to a queue.</li> <li>• Provide a facial recognition System that uses current technology to minimize multiple identity and other license fraud, providing a high level of match accuracy and flexible user audit tools.</li> <li>• Any new image with a match on a flagged identified fraud image shall cause any pending Credential transaction to automatically fail and require DMV review prior to release.</li> <li>• Provide real-time 1:1 facial recognition results prior to printing any temporary credential for any DL/ID renewal, modification or duplicate transaction.</li> <li>• Allow DMV users to release transactions that have failed facial recognition for production once the transaction is adjudicated.</li> <li>• Check both multiple images associated with one credential and multiple credentials associated with one image.</li> <li>• Allow DMV to conduct facial comparisons against all the digital photo images within each specific customer record.</li> <li>• Generate a candidate match list that is sorted from the most likely to the least likely.</li> <li>• Provide adjustable threshold criteria for determination of matching.</li> <li>• Populate a queue with all matches for user adjudication.</li> <li>• Provide a robust, flexible and user friendly audit System that provides multiple queues based on the type of match to be reviewed; e.g., multiple identity matches, other fraud matches, special matching runs, and provides for user analysis and referral for additional review.</li> <li>• Permit the enrollment of images (e.g., still images, scanned images, video images, digital images, surveillance cameras/frames, etc.) into the facial</li> </ul>

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<u>ITEM</u>	<u>DESCRIPTION</u>
	<p>recognition software image database and produce a 1:M search against all images stored in the System's image database.</p> <ul style="list-style-type: none"> <li>• Support secure web-based access to images and the facial recognition software by DMV authorized individuals from any System within the State's network.</li> <li>• Interface with DMV system to allow user to toggle from facial recognition System to DMV System.</li> <li>• Provide measurement templates, overlays, or other tools to assist users in discerning whether images match.</li> <li>• Include functionality to enhance the ability of the user to import and manipulate low quality images.</li> <li>• Associate all images and the demographic data to DMV System Unique ID number.</li> <li>• Allow the data to be exported into a flexible, printer friendly format for manipulation, analysis or sharing outside the System.</li> <li>• Support ad hoc investigative searches.</li> <li>• Provide a separate queue for the results of any ad hoc search of the database of a batch of facial images (e.g., a list of suspect DL holders).</li> <li>• Display with each image the corresponding demographic data for that image.</li> <li>• Be easy to navigate and configure for user preferences, and allow user to select image size.</li> <li>• Allow search and audit of any data element in activity log.</li> <li>• Allow DMV to configure the size and type of data included on image summaries, including establishing a library of templates for different purposes.</li> <li>• Allow user full access to all functionality depending on authorization using a single sign on.</li> </ul>
System Image	<ul style="list-style-type: none"> <li>• Provide immediate self-adjustment to compensate for changing lighting conditions, as well as manual adjustment for light and dark that will return to the default</li> </ul>

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	<p>image settings after the image is taken; and also adjust the illumination for each digital image capture component to include diffused lighting over the full face to eliminate shadows and "hotspots".</p> <ul style="list-style-type: none"> <li>• Provide immediate self-adjustment to compensate for red eye, varying skin tones, as well as manual adjustment for varying skin tones that will return to the default image settings after the photo is taken.</li> <li>• Provide a mechanism that will automatically ensure that the image captured meets standard requirements for head and neck placement within the frame.</li> <li>• Produce a credential with the most recent image.</li> <li>• Provide means to capture digital signature.</li> <li>• Provide high-resistant digital images that are true representations of the applicants' hand written signature, and be part of a database available for any use deemed appropriate by DMV.</li> <li>• Capture and store digital image in color but allow retrieval and printing for different applications as required by the final design.</li> <li>• Display facial image and signature being captured concurrently with most recent past facial and signature images.</li> <li>• Use full-face or frontal pose for all photo images.</li> <li>• Capture an image at start of each transaction that meets the standards for both credential production and facial recognition.</li> <li>• Allow examiner to see both facial image taken and signature captured prior to acceptance to confirm image/data was successfully captured.</li> <li>• Provide for capture and automatic cropping of digital photo and signature images.</li> <li>• Provide means to allow user to capture image or signature multiple times if required without re-taking both; Signature and image will be connected, but operate</li> </ul>

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<u>ITEM</u>	<u>DESCRIPTION</u>
	<p>independently.</p> <ul style="list-style-type: none"> <li>• In the event that the quality of the digital photo image captured is below the acceptable level, require a recapture of the photo.</li> </ul>
System Interface	Communicate with the DMV computer system on a real time basis, including exchange of customer demographic and credential data.
System Inventory	<ul style="list-style-type: none"> <li>• Provide DMV access to the inventory System for purposes including audit.</li> <li>• Be North American Security Products Organization ("NASPO") certified and REAL ID compliant and have a robust, secure and accurate inventory System consistent with Exhibit 7 of the Agreement, to monitor all secure materials from inception, production to delivery, including all waste.</li> <li>• Contractor shall deliver a copy of Contractor's NASPO audit results and NASPO certification to DMV annually, not more than 30 calendar days after Contractor receives each of them.</li> <li>• Provide canned and ad hoc reports in formats such as Excel™.</li> </ul>
System On-Line Help	<p>Provide an on-line help system accessible from the application with the following features and functionality:</p> <ol style="list-style-type: none"> <li>1. Context and field sensitive.</li> <li>2. Each individual help topic will be individually printable.</li> <li>3. Allow a user to search for a help topic by keyword or portion of keyword or topic.</li> </ol>
System Peripheral Equipment	<ul style="list-style-type: none"> <li>• The System's peripheral equipment will be designed to resist tampering and shall be hot swappable in the event of failure.</li> <li>• The System's peripheral equipment will have the capability of interconnection using industry standard ports (e.g. USB) to facilitate mobile System using DMV equipment (laptop, scanner and printer). The result will meet the same image quality and production standard as the standard DMV System.</li> </ul>

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<u>ITEM</u>	<u>DESCRIPTION</u>								
System Reports	Provide an integrated report for DMV use to pull data from System and DMV system and identify discrepancies.								
System Security	Use DMV Active Directory authentication.								
System Single Transaction Request	Provide the ability from a single transaction request, to retrieve, display and print the DL/ID credential photos, in a file, either by random selection or by intentional selection.								
System Standard Interface	Provide a standard interface with agreed upon data fields for DMV System use.								
System Standards	Meet or exceed any and all applicable standards listed or included by reference in standards listed in the Standards Attachment (Exhibit 7) unless waived by DMV.								
System Suppressed Credentials	<ul style="list-style-type: none"> <li>• Manage protected identities. (The exact details of this requirement will be agreed to by DMV and Contractor.)</li> <li>• Allow DMV to identify certain types of images that are exempt from enrollment, with whether an image is enrolled or not transparent to users.</li> </ul>								
System Performance	<ul style="list-style-type: none"> <li>• Provide response time that is acceptable to DMV. The System's average response time will be five seconds or less. Contractor will work with the DMV to gain its approval of the System's response time and will perform load testing as part of Contractor's QA process to ensure that this requirement is met. The following response times are based on measurements Contractor has taken at actual customer sites under a wide range of conditions.</li> </ul> <table border="1" data-bbox="656 1587 1419 1833"> <thead> <tr> <th data-bbox="656 1587 1159 1696">Operation</th> <th data-bbox="1159 1587 1419 1696">Average Response Time (sec.)</th> </tr> </thead> <tbody> <tr> <td data-bbox="656 1696 1159 1745">Store an Image from Capture Software</td> <td data-bbox="1159 1696 1419 1745">2-3</td> </tr> <tr> <td data-bbox="656 1745 1159 1793">Retrieve an Image to Capture Software</td> <td data-bbox="1159 1745 1419 1793">2-3</td> </tr> <tr> <td data-bbox="656 1793 1159 1833">Find a record using Image Retrieval</td> <td data-bbox="1159 1793 1419 1833">5</td> </tr> </tbody> </table>	Operation	Average Response Time (sec.)	Store an Image from Capture Software	2-3	Retrieve an Image to Capture Software	2-3	Find a record using Image Retrieval	5
Operation	Average Response Time (sec.)								
Store an Image from Capture Software	2-3								
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<u>ITEM</u>	<u>DESCRIPTION</u>		
	<table border="1" data-bbox="659 338 1427 390"> <tr> <td data-bbox="659 338 1159 390">Retrieve a record using Image Retrieval</td> <td data-bbox="1159 338 1427 390">2</td> </tr> </table> <ul style="list-style-type: none"> <li>• The System includes uptime monitoring to enable Contractor and DMV both to monitor the System operations proactively, so that Contractor can identify potential issues and take repair action before a problem occurs. Contractor will ensure that System response time is maintained to allow DMV staff to provide efficient customer service.</li> </ul> <p>Contractor shall provide a System with start-up and reboot time that is minimal and acceptable to DMV.</p>	Retrieve a record using Image Retrieval	2
Retrieve a record using Image Retrieval	2		
System Temporary Credential	<ul style="list-style-type: none"> <li>• Create an OTC temporary credential to be produced with plain paper printers.</li> <li>• OTC temporary DL ID credentials will include indicators for special age restrictions, credential type, endorsements and restrictions.</li> </ul>		
Production Facility Card Reconciliation	<p>Reconcile all credentials processed against those requested, identify any credentials not produced or successfully delivered, and recreate any missing credentials. This reconciliation shall be included in the database.</p>		
Production Facility Location	<ul style="list-style-type: none"> <li>• Produce permanent DL ID credentials at a secure central issuance production facility in Billerica, MA.</li> <li>• All back up production facilities will be located within the continental United States.</li> </ul>		
Production Facility Standards	<p>The central production facility and any back up facilities will meet all current security standards unless waived by DMV.</p>		
Credential Card Types	<ul style="list-style-type: none"> <li>• Accommodate current and future card type needs with minimal effort.</li> <li>• Provide the ability to produce special ID cards as required by DMV, such as employee ID cards that are easily distinguished from DL/ID credentials.</li> </ul>		

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<u>ITEM</u>	<u>DESCRIPTION</u>
Credential Delivery	<ul style="list-style-type: none"> <li>• Credentials will be delivered by USPS. They will be               <ol style="list-style-type: none"> <li>1. Mailed from Connecticut</li> <li>2. Marked with an IMB to allow tracking</li> <li>3. Pre-sorted to achieve the greatest postal discount</li> <li>4. Marked to prevent mail forwarding</li> </ol> </li> <li>• Credentials that are undeliverable as addressed will be returned to DMV for processing.</li> <li>• Allow DMV to expedite the delivery of credentials to customers at the customer's expense.</li> <li>• Provide an automated matching process between the credential and the carrier to ensure that the credentials are delivered accurately.</li> <li>• The standard carrier paper shall be 24# bond or 60# offset.</li> <li>• Allow DMV to expedite the delivery of credentials to DMV in Wethersfield.</li> </ul>
Credential Design	DMV will have final approval of all card designs.
Credential Endorsement and Restrictions	The System and all credentials produced will incorporate current and future endorsement and restriction codes.
Credential Special Designations	Allow DMV to capture and cards to display special designations such as organ donor, or veteran, and accommodate deletions or additions with minimal effort.
Credential Standards	Credentials will meet all current legal standards unless waived by DMV.
Project Support Documentation	<ul style="list-style-type: none"> <li>• Contractor shall maintain and update all Documentation for any System-related System changes performed by Contractor during the Term and any renewal/extension periods.</li> <li>• DMV shall have the right to copy any and all System-related Documents for distribution to duly authorized staff, including DMV Contractors who have executed reasonable user license agreements and reasonable non-disclosure agreements.</li> <li>• Prior to production implementation, Contractor shall</li> </ul>



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<u>ITEM</u>	<u>DESCRIPTION</u>
	<p>provide an electronic copy of all documentation and user manuals for the Credential System including, but not limited to:</p> <ol style="list-style-type: none"> <li>1. Detailed System design specifications.</li> <li>2. Detailed technical architecture documentation including information and diagrams that show Systems, interfaces, and hardware and software products architecture.</li> <li>3. Detailed technical System documentation including wiring diagrams, parts lists, etc.</li> <li>4. A complete description of all proposed Credential hardware and instruction on its operation; including name, description, footprint, power and environmental requirements, model, make and number required.</li> <li>5. A complete description of all proposed Credential System software products and instruction on its operation.</li> <li>6. Hardware maintenance manuals for all proposed Credential hardware along with detailed descriptions of common malfunctions and Systems.</li> <li>7. Training materials.</li> </ol>
Project Support Installation	Contractor shall perform a site survey of every licensing location to assess the optimal method of implementation of photo up front and all other requirements
Project Support Training	<ul style="list-style-type: none"> <li>• Contractor shall provide training for the appropriate business users, including both DMV staff and Business Partners, and for State IT staff.</li> <li>• Contractor shall deliver a detailed and comprehensive training plan during the development stages of the program that will describe the various training sessions and identify the DMV staff that should attend training. The training plan will include a draft proposed schedule for training for each type of learner.</li> <li>• DMV shall establish a training schedule in consultation with Contractor. This schedule will coincide with the installation schedule.</li> <li>• Contractor is responsible for developing all training materials including:             <ol style="list-style-type: none"> <li>1. Master instructor guides and support materials</li> <li>2. Master learner guides and support materials</li> <li>3. Lesson plans and support materials</li> </ol> <p>Training materials will be submitted in electronic form for approval. Copyright for all training materials will be held</p> </li> </ul>

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<u>ITEM</u>	<u>DESCRIPTION</u>
	<p>jointly by the Contractor and State of Connecticut. The Contractor shall produce one hard copy training guide as agreed to with DMV and one operator's manual for each employee. Training material will be submitted for DMV approval prior to developing the training schedule. The Contractor shall present a "dry run" training presentation for all classroom training conducted by the trainer to DMV staff for approval. Any E-Learning modules shall be SCORM compatible.</p> <ul style="list-style-type: none"> <li>• All lesson plans shall include performance based objectives that can be used to measure participant proficiency.</li> </ul>
Maintenance of Software and Hardware	<ul style="list-style-type: none"> <li>• Contractor shall provide full maintenance and support of the System and each Deliverable for the Term without charge to DMV in a manner that ensures that the System performs in accordance with the Specifications.</li> </ul>
Expedited Service Option	<p>Contractor shall provide applicants for Credentials with the option of electing expedited production and delivery of such applicant's Credential. Election of such service shall be by access to the Contractor-provided website permitting an applicant to choose and link to a State-provided web page and pay for the selected delivery option. Starting from the day DMV releases the Credential for production (Business Day 1):</p> <ul style="list-style-type: none"> <li>• If an applicant makes an election on or before Business Day 1, the Credential will be delivered to the USPO by Contractor on Business Day 2.</li> <li>• If an applicant makes an election on any subsequent calendar day before 10 a.m., the Credential will be delivered by Contractor to the USPO on the next Business Day.</li> <li>• Prior to any applicant paying for expedited service, the website will calculate and display an estimated delivery date.</li> <li>• The website will prevent any applicant from making an expedited service election if the Credential has previously been delivered by Contractor to the USPO.</li> <li>• Contractor shall provide expedited service with no charge</li> </ul>

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	to DMV in the event the expedited service request is because of Contractor or DMV error.

Below is a preliminary list of hardware and software components that Contractor shall provide in the implementation of the Credential Delivery System. Contractor and DMV shall work collaboratively to define requirements. As such, quantities, model numbers, software versions, etc. associated with the below are subject to change based on mutually defined requirements.

<u>ITEM</u>	<u>QTY.</u>	<u>NOTES</u>
Hardware		
Contractor Designed Camera Tower	160	Plus Spares - Model # TBD based on timing of delivery.
Signature Pads	160	Plus Spares - Model # TBD based on timing of delivery.
Bio Logon Devices (TBD)	162	Plus Spares - Model # TBD based on timing of delivery.
Web Servers	TBD	To be detailed in the mutually agreed upon Platform Specification Document.
Database Servers	TBD	To be detailed in the mutually agreed upon Platform Specification Document.
Application Servers	TBD	To be detailed in the mutually agreed upon Platform Specification Document.
Mobile Image Capture Workstations	6	Camera, signature pads, case and Biometric device (if required).
Software		
Image Server Software		Software version TBD based on actual delivery timeframe.
Facial Recognition Software		Software version TBD based on actual delivery timeframe.
Image Capture Software		Software version TBD based on actual delivery timeframe.
Bio Logon Software		Software version TBD based on actual delivery timeframe.
Back Office Software -		
MS SQL server 2008 Ent X64 (2 Core)		Subject to review and modification by mutual agreement.
XOSoft Replication Software		Subject to review and modification by mutual agreement.
Windows Server 2008 R2 Enterprise		Subject to review and modification by mutual agreement.
Windows Server 2008 R2 STD		Subject to review and modification by mutual agreement.
Symantec Endpoint Protection AV Client		Subject to review and modification by mutual agreement.
Diskeeper Server 2010 Enterprise		Subject to review and modification by mutual agreement.
Diskeeper Server 2010 Enterprise 3yr 24X7		Subject to review and modification by mutual agreement.
UT5-RTU-MS Uptime Version 5		Subject to review and modification by mutual agreement.

Information Processing System, Services And License Agreement For Secure Driver's License And Identification Card Issuance Between The State Of Connecticut Acting By Its Department Of Administrative Services And MorphoTrust USA, Inc.

<u>ITEM</u>	<u>QTY.</u>	<u>NOTES</u>
UT5-RTU-SL Uptime Server License		Subject to review and modification by mutual agreement.
UT5-SUPP Uptime Unlimited Client Support		Subject to review and modification by mutual agreement.
ArcServe D2D backup software and clients		Subject to review and modification by mutual agreement.

**Optional Solutions and Features**

<u>ITEM</u>	<u>DESCRIPTION</u>				
1. Re-use of hardware.	Include all servers required to support the System. Contractor anticipates that some of DMV reused equipment can be used for a test environment, monitoring, or other function.				
Self Service Kiosks	Annual Maintenance pricing: First year is included.				
	<table border="1"> <tr> <td>Kiosk Quantity</td> <td>Year 2-3</td> </tr> <tr> <td>1</td> <td>\$7,500</td> </tr> </table>	Kiosk Quantity	Year 2-3	1	\$7,500
	Kiosk Quantity	Year 2-3			
1	\$7,500				
Additional Image Capture System	Annual Maintenance pricing: First year is included, additional years shall be provided at \$400/unit/year.				
EZ Visit Self Service Portal Solution	\$395,000-Plus annual maintenance after the first year. Maintenance will be determined by the start date.				
Applicant Web Portal	<p>The portal will address the dual concerns of maintaining customer service and reducing the cost burden of enrollment by “pre-staging” applicants using an interactive online interview to properly prepare them for their visit to the Connecticut DMV before leaving home. Using their home computer, applicants will access the DMV website and, through a series of simple interview questions, determine what type of transaction they need (new license, renewal, vehicle registration, etc.) and will determine what documentation and demographic data will be required for that transaction. The applicant will then be prompted to conduct a basic check of each document’s validity (For example: Has it expired? Has there been a name or address change?). If the applicant is lacking sufficient acceptable documentation, s/he will be prompted with instructions on the next step to resolve the issue.</p> <p>Once the online interview is complete and the documents are deemed acceptable, the applicant will be able to print out a receipt. The receipt will include an encrypted 2D barcode containing all of the demographic data entered by the applicant (name, date of birth, etc.), plus a text listing of the documents</p>				

Information Processing System, Services And License Agreement For Secure Driver's License And Identification Card Issuance Between The State Of Connecticut Acting By Its Department Of Administrative Services And MorphoTrust USA, Inc.

<u>ITEM</u>	<u>DESCRIPTION</u>
	<p>needed to complete the application process at the DMV and - to make the trip to the DMV office as easy and convenient as possible - the address and hours of the DMV office.</p> <p>Consistent with DHS regulations against identity theft and fraud and to safeguard personal data, no online verification of information shall be provided to the applicant and no applicant information shall be stored on the web server. The demographic data printed on the receipt shall be encrypted so that it cannot be read except with the proper 2D barcode scanner, software, and the required decryption keys.</p>
Scheduler	<p>Scheduler software will enable applicants to schedule DMV appointments on-line, and enable DMV Administrators to schedule appointments for applicants over the phone using Scheduler software. Scheduler manages office resources, office closings, cancellations, appointment notifications and more.</p> <ul style="list-style-type: none"> <li>• Scheduler Solution License (with 2 admin users).</li> <li>• 10 Administrator User Licenses.</li> <li>• Scheduler Internet Portal License.</li> <li>• 25 Web Based Remote Examiner Access Licenses.</li> <li>• Scheduler to Mainframe Data Interface.</li> <li>• Portal Configuration - Terminology, Roles, Appointment Types, etc.</li> <li>• Office &amp; User Setup - 10 Service Centers and Personnel.</li> <li>• Server Setup and Software Installation.</li> <li>• Web Portal Integration.</li> <li>• Train the Trainer Admin and User Training.</li> <li>• Localization – Spanish.</li> </ul> <p>1st Year maintenance is included.</p>
AutoTest	<p>Automated driving knowledge test will be provided as a simple computer-driven test to applicants. Easy-to use touch screen System with audio, American Sign Language, and multiple languages available. This System shall enable Examiners to manage the test queue, and Administrators to easily set up test types and questions. Multiple reports shall be available to track statistics such as pass/fail by office, common questions missed, and more.</p>

Information Processing System, Services And License Agreement For Secure Driver's License And Identification Card Issuance Between The State Of Connecticut Acting By Its Department Of Administrative Services And MorphoTrust USA, Inc.

<u>ITEM</u>	<u>DESCRIPTION</u>
	<p>The AutoTest Base Solution will include:</p> <p>Licenses:</p> <ul style="list-style-type: none"> <li>• 1 Administrator Enterprise License (unlimited users).</li> <li>• 15 Examiner Server Licenses.</li> <li>• 50 Test Station Licenses.</li> </ul> <p>Tests:</p> <ul style="list-style-type: none"> <li>• FMCSA CDL Test Package (English and Spanish).</li> <li>• 1 Basic Knowledge Test (English).</li> </ul> <p>Hardware:</p> <ul style="list-style-type: none"> <li>• Administrator &amp; Examiner Servers.</li> <li>• Test Station Hardware (Touch Screen 17" Monitor, ICW Stand, Phone handset/hook set).</li> <li>• Administrator &amp; Examiner End User Technical Training.</li> <li>• Software Configuration and Hardware Set-up and On-site Installation.</li> </ul> <p>1st Year Maintenance is included</p>
Face Examiner Workstation	<p>Face Examiner will provide an integrated set of face extraction and image enhancement tools that enable investigators to extract and enhance facial images from low quality image sources, surveillance video, cell phone photos, etc. The extracted and enhanced images will be uploaded and searched within the Biometric Identification solution supporting victim identification, cross agency cooperation and special investigation efforts.</p> <p>Face Examiner image-enhancement features improve facial recognition success rates for images of poor quality to the level achieved by fingerprints and AFIS System. Face Examiner shall increase the effectiveness and performance of Biometric Identification in investigative environments, enabling agencies to leverage the identity data as a true intelligence asset.</p> <p>Features include:</p> <ul style="list-style-type: none"> <li>• Automated face finding that eliminates the tedious task of image cropping for face extraction.</li> </ul>

Information Processing System, Services And License Agreement For Secure Driver’s License And Identification Card Issuance Between The State Of Connecticut Acting By Its Department Of Administrative Services And MorphoTrust USA, Inc.

<u>ITEM</u>	<u>DESCRIPTION</u>
	<ul style="list-style-type: none"> <li>• Advanced image enhancement tools compensate for blurriness, poor lighting and a wide range of pose variations.</li> <li>• Automated analysis and extraction of the best images for each individual identified within a video.</li> <li>• Advanced forensic comparison tools including face alignment, image overlays, color filtering, regional comparison and measurement and more.</li> <li>• Decision criteria tools fostering best practices and adherence to agency business policies and guidelines.</li> <li>• Integrated with Biometric Identification to facilitate cross-agency cooperation directly or via electronic sharing (email, USB drive, etc.).</li> </ul> <p>Assumes Biometric Identification System Already in Place.</p>
<p>Complete MVA (Driver 360 and Vehicle 360)</p>	<p>Pricing provided for Complete MVA is for MorphoTrust Proprietary Software Licenses ONLY. Professional services and required hardware associated with development and delivery to be mutually negotiated based on definition of scope.</p> <p>Complete MVA extends the functionality of our “front office” Driver Licensing solution to include traditional “back office” System functionality for Credential issuance, suspensions and reinstatements, as well as vehicle titling and registration and Dealer management. Complete MVA enables improved customer service, increases efficiency throughout the DMV agency, and significantly reduces the amount of time necessary to modify screens, fields, business rules and processes to comply with new legislative requirements. Complete MVA includes 2 modules, Driver360 and Vehicle360 which are both designed and built using proven COTS solutions including Microsoft Dynamics CRM, Microsoft SQL Server, and InRule business rule engine. These COTS tools have been pre-configured by Contractor to provide the complete range of transactions typically conducted by DMVs, on a modern, easily reconfigured application platform. Complete MVA leverages the advantages of the Dynamics CRM platform to provide a browser-based solution with intuitive, user friendly interfaces that provide examiners with a complete 360° customer view to elevate the level of customer service they can provide. The workflows have been designed to optimize DMV efficiency by eliminating redundant or unnecessary data entry and simplify complicated workflows. The fully browser-based solution widens the number of transactions that citizens can perform on-line, reducing foot traffic in branch offices and reducing customer wait</p>

Information Processing System, Services And License Agreement For Secure Driver's License And Identification Card Issuance Between The State Of Connecticut Acting By Its Department Of Administrative Services And MorphoTrust USA, Inc.

<u>ITEM</u>	<u>DESCRIPTION</u>
	times.
Tamper Evident Lamina: Tri-Color with Full Color UV	<p>Security laminate feature on cards</p> <p>This security feature consists of three optically variable inks printed on the inside of the card's laminate. The ink appears and disappears with variation in the angle of viewing. The repetitive nature of the pattern used, combined with the reflective properties of the three inks makes the irregularities caused by any attempted alteration readily apparent. This feature does not require any special equipment for verification.</p> <p>This feature makes counterfeiting or reproduction of the document feature extremely difficult.</p> <p>This security feature combats threat types Counterfeit/Simulation, Alteration, and Photo Substitution at Level 1 (Overt) per the current AAMVA Standard.</p>
Size Modulated Micro-Lettering with Deliberate Error	<p><i>Highly secure static background preprint feature on cards</i></p> <p>Preprinted guilloche security designs hinder the duplication of the card by color photocopying or scanning and printing. Line weight modulation is applied to vector lines according to a predefined graphic pattern (gradients, grayscale images or their combination). This variable line thickness is not commercially available, applied on any vector element and confirmed with a loupe. Line weight modulation of Microprint with Deliberate error elements relative to their original thickness as shown below.</p> <p>This security feature combats threat types Counterfeit/Simulation, Alteration, Photo Substitution, and Cannibalization at Level 1 (Overt) and threat types Counterfeit/Simulation, Alteration, Photo Substitution, and Cannibalization at Level 2 (Covert) per the current AAMVA Standard.</p>

Below is a list of equipment to be furnished by DMV to Contractor for integration into the System being configured by Contractor.

<u>ITEM</u>
HP Compaq Elite 8300 Small Form Factor Desktop PCs , with the specifications:
<ul style="list-style-type: none"> <li>• Windows 7 Professional 32bit Intel Core i3-3220</li> </ul>



Information Processing System, Services And License Agreement For Secure Driver's License And Identification Card Issuance Between The State Of Connecticut Acting By Its Department Of Administrative Services And MorphoTrust USA, Inc.

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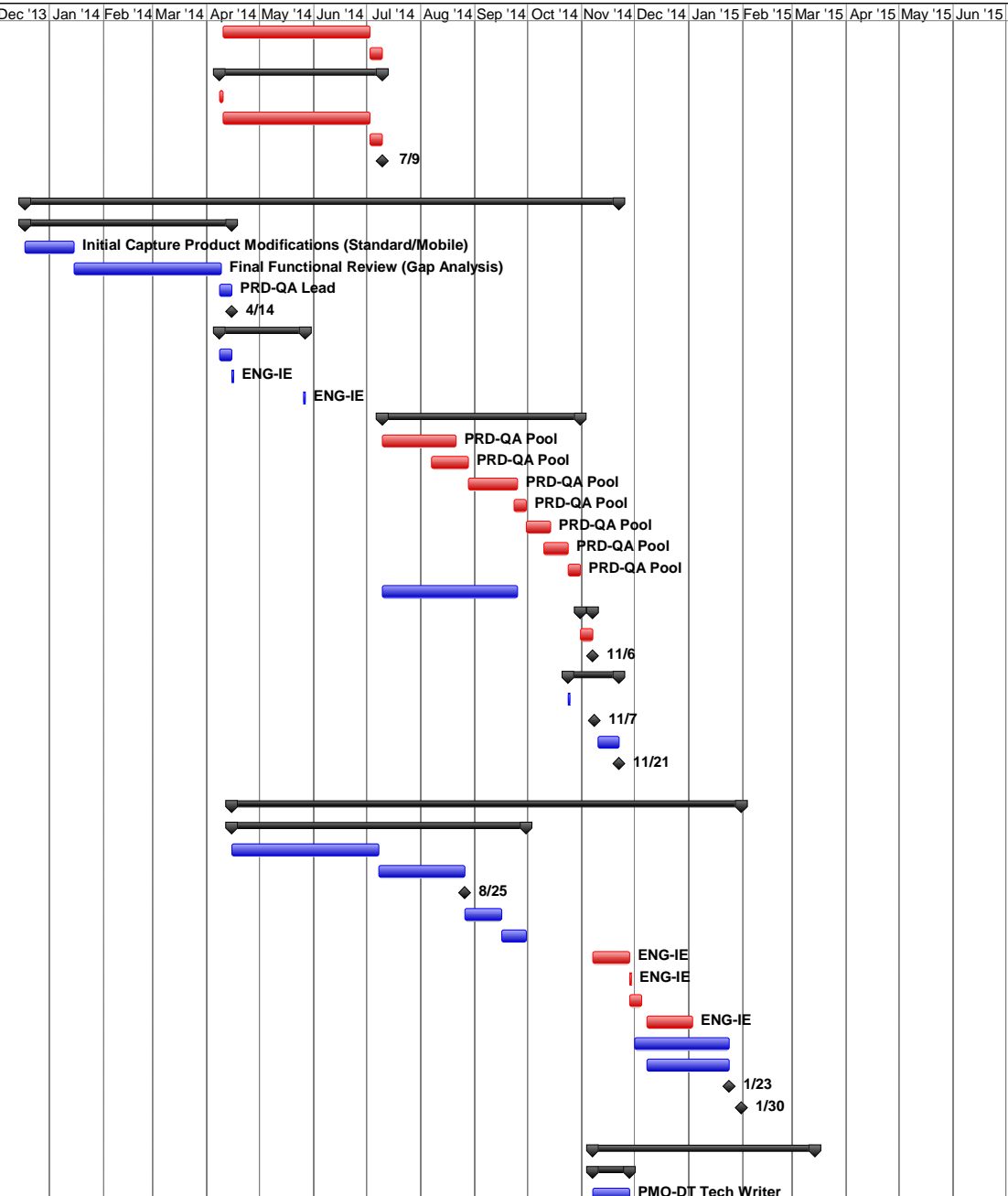
Processor (3.3 GHz, MB, 2 cores) Intel HD Graphics 2500 Intel® Q77 Express Chipset
• 4GB DDR3-1600 DIMM (1x4GB) RAM
• 500 GB 7200 RPM 3.5 1 <sup>st</sup> Hard Drive
• SuperMulti DVDRW Optical Drive
• HP LV1911 18.5-inch LED Backlit LCD Monitor

ID	Task Name	Start	Finish	Duration	Sep '13	Oct '13	Nov '13	Dec '13	Jan '14	Feb '14	Mar '14	Apr '14	May '14	Jun '14	Jul '14	Aug '14	Sep '14	Oct '14	Nov '14	Dec '14	Jan '15	Feb '15	Mar '15	Apr '15	May '15	Jun '15	Jul '15					
0	<b>PMO Connecticut DL/ID Program</b>	<b>Tue 10/1/13</b>	<b>Fri 4/3/15</b>	<b>394 days</b>	[Gantt bar from 10/1/13 to 4/3/15]																											
1	Project Milestones	Mon 12/2/13	Fri 3/13/15	335 days	[Gantt bar from 12/2/13 to 3/13/15]																											
2	Contract Signed	Mon 12/2/13	Mon 12/2/13	0 days	◆ 12/2																											
3	Project Management Plan and Schedule Approved	Fri 1/31/14	Fri 1/31/14	0 days	◆ 1/31																											
4	Functional Requirements Approved	Mon 4/7/14	Mon 4/7/14	0 days	◆ 4/7																											
5	System Specs Approved	Mon 4/7/14	Mon 4/7/14	0 days	◆ 4/7																											
6	Initial Card Design Approved	Fri 4/18/14	Fri 4/18/14	0 days	◆ 4/18																											
7	CCPF Software Development Complete	Fri 5/23/14	Fri 5/23/14	0 days	◆ 5/23																											
8	Card Production Facility Ready (Primary and DR Facility)	Mon 5/26/14	Mon 5/26/14	0 days	◆ 5/26																											
9	Card Materials Available (Production Quantities)	Wed 7/23/14	Wed 7/23/14	0 days	◆ 7/23																											
10	Final Card Design Approved	Fri 11/21/14	Fri 11/21/14	0 days	◆ 11/21																											
11	QA Complete	Fri 11/21/14	Fri 11/21/14	0 days	◆ 11/21																											
12	Training Complete	Fri 1/16/15	Fri 1/16/15	0 days	◆ 1/16																											
13	Full System Acceptance Test and Pilot Rollout	Fri 1/30/15	Fri 1/30/15	0 days	◆ 1/30																											
14	Production Rollout Complete	Fri 3/13/15	Fri 3/13/15	0 days	◆ 3/13																											
15																																
16	<b>Project Deliverables</b>	<b>Tue 12/17/13</b>	<b>Fri 3/13/15</b>	<b>323 days</b>	[Gantt bar from 12/17/13 to 3/13/15]																											
17	Project Kickoff Meeting	Tue 12/17/13	Tue 12/17/13	0 days	◆ 12/17																											
18	Project Management Plans	Fri 12/27/13	Fri 12/27/13	0 days	◆ 12/27																											
19	Formal Requirements Review	Mon 2/17/14	Mon 2/17/14	0 days	◆ 2/17																											
20	Functional Requirements Document	Mon 2/17/14	Mon 2/17/14	0 days	◆ 2/17																											
21	Business Rules	Mon 2/17/14	Mon 2/17/14	0 days	◆ 2/17																											
22	Formal Design Review	Tue 3/25/14	Tue 3/25/14	0 days	◆ 3/25																											
23	Design Specifications	Tue 3/25/14	Tue 3/25/14	0 days	◆ 3/25																											
24	Update Project Management Plan	Mon 4/14/14	Mon 4/14/14	0 days	◆ 4/14																											
25	System Test Plan	Mon 4/14/14	Mon 4/14/14	0 days	◆ 4/14																											
26	Test and Evaluation Master Plan	Mon 4/14/14	Mon 4/14/14	0 days	◆ 4/14																											
27	Card Design Approval Document	Fri 4/4/14	Fri 4/4/14	0 days	◆ 4/4																											
28	Acceptance Test Procedure	Mon 8/25/14	Mon 8/25/14	0 days	◆ 8/25																											
29	UAT Manuals	Mon 9/15/14	Mon 9/15/14	0 days	◆ 9/15																											
30	Defect Tracking Reports	Wed 9/24/14	Wed 9/24/14	0 days	◆ 9/24																											
31	Final QA Report	Thu 11/6/14	Thu 11/6/14	0 days	◆ 11/6																											
32	Production Card Approval Document	Fri 11/21/14	Fri 11/21/14	0 days	◆ 11/21																											
33	Test Readiness Review	Fri 11/28/14	Fri 11/28/14	0 days	◆ 11/28																											
34	User Manuals	Thu 11/27/14	Thu 11/27/14	0 days	◆ 11/27																											
35	Technical System Documentation	Thu 11/27/14	Thu 11/27/14	0 days	◆ 11/27																											
36	Hardware Maintenance Manuals	Thu 11/27/14	Thu 11/27/14	0 days	◆ 11/27																											
37	Administration Manuals	Thu 11/27/14	Thu 11/27/14	0 days	◆ 11/27																											
38	Training Plan	Thu 12/4/14	Thu 12/4/14	0 days	◆ 12/4																											
39	Final UAT Report	Fri 1/23/15	Fri 1/23/15	0 days	◆ 1/23																											
40	Post Installation Review Report	Fri 3/13/15	Fri 3/13/15	0 days	◆ 3/13																											
41	Final Plans and Reports	Fri 3/13/15	Fri 3/13/15	0 days	◆ 3/13																											
42																																
43	<b>Program Initiation and Planning</b>	<b>Mon 12/2/13</b>	<b>Tue 9/30/14</b>	<b>217 days</b>	[Gantt bar from 12/2/13 to 9/30/14]																											
44	Contract Award	Mon 12/2/13	Mon 12/2/13	0 days	◆ 12/2																											
45	Project Kickoff Meeting	Mon 12/16/13	Tue 12/17/13	2 days	◆ 12/16																											
46	<b>Develop Project Management Plans</b>	<b>Mon 12/2/13</b>	<b>Fri 12/27/13</b>	<b>20 days</b>	[Gantt bar from 12/2/13 to 12/27/13]																											
47	Project Management Plan	Mon 12/2/13	Fri 12/27/13	20 days	[Bar from 12/2/13 to 12/27/13]																											
48	Risk Management Plan	Mon 12/2/13	Fri 12/27/13	20 days	[Bar from 12/2/13 to 12/27/13]																											
49	Quality Assurance Plan	Mon 12/2/13	Fri 12/27/13	20 days	[Bar from 12/2/13 to 12/27/13]																											
50	Configuration Management	Mon 12/2/13	Fri 12/27/13	20 days	[Bar from 12/2/13 to 12/27/13]																											
51	Submit Project Management Plans [Deliverable]	Fri 12/27/13	Fri 12/27/13	0 days	◆ 12/27																											
52	DMV Review of Project Management Plans	Mon 12/30/13	Fri 1/10/14	10 days	[Bar from 12/30/13 to 1/10/14]																											
53	Project Management Plans Approved	Fri 1/10/14	Fri 1/10/14	0 days	◆ 1/10																											
54	Develop Project Plan/Schedule	Mon 1/13/14	Fri 1/31/14	15 days	[Bar from 1/13/14 to 1/31/14]																											

ID	Task Name	Start	Finish	Duration	Sep '13	Oct '13	Nov '13	Dec '13	Jan '14	Feb '14	Mar '14	Apr '14	May '14	Jun '14	Jul '14	Aug '14	Sep '14	Oct '14	Nov '14	Dec '14	Jan '15	Feb '15	Mar '15	Apr '15	May '15	Jun '15	Jul '15	
55	<i>Submit Project Work Plan/Schedule [Deliverable]</i>	Fri 1/31/14	Fri 1/31/14	0 days						◆ 1/31																		
56	DMV Review of Work Plan/Schedule	Mon 2/3/14	Fri 2/14/14	10 days						■ PMO-DPM																		
57	Customer approval of schedule & Publish initial schedule with baseline	Fri 2/14/14	Fri 2/14/14	0 days						◆ 2/14																		
58	<i>Weekly/Monthly Status Reports [Ongoing Deliverable]</i>	Wed 12/25/13	Tue 9/30/14	200 days																								
59																												
60	<b>Requirements &amp; System Design</b>	<b>Mon 12/23/13</b>	<b>Mon 4/14/14</b>	<b>81 days</b>																								
61	Joint Requirements Validation Sessions	Mon 12/23/13	Fri 12/27/13	5 days																								
62	<b>Develop Requirements Documentation</b>	<b>Mon 12/30/13</b>	<b>Fri 1/10/14</b>	<b>10 days</b>																								
63	Security Requirements	Mon 12/30/13	Fri 1/10/14	10 days																								
64	Functional Requirements Document	Mon 12/30/13	Fri 1/10/14	10 days																								
65	Business Rules	Mon 12/30/13	Fri 1/10/14	10 days																								
66	Draft Requirements Review	Mon 1/6/14	Fri 1/17/14	10 days																								
67	Address DMV Comments/Concerns	Mon 1/20/14	Fri 2/14/14	20 days																								
68	<i>Formal Requirements Review [Deliverable]</i>	Mon 2/17/14	Mon 2/17/14	1 day																								
69	<b>Final Requirements Documentation Submission</b>	<b>Mon 2/17/14</b>	<b>Mon 2/17/14</b>	<b>0 days</b>																								
70	<i>Functional Requirements Document [Deliverable]</i>	Mon 2/17/14	Mon 2/17/14	0 days																								
71	<i>Business Rules [Deliverable]</i>	Mon 2/17/14	Mon 2/17/14	0 days																								
72	DOT Review of Work Plan/Schedule	Tue 2/18/14	Mon 3/3/14	10 days																								
73	Customer approval of schedule & Publish initial schedule with baseline	Mon 3/3/14	Mon 3/3/14	0 days																								
74	<b>Develop Design Specifications</b>	<b>Tue 2/18/14</b>	<b>Mon 3/24/14</b>	<b>25 days</b>																								
75	Develop High level System Design Architecture	Tue 2/18/14	Mon 2/24/14	5 days																								
76	Develop Functional Specification	Tue 2/25/14	Mon 3/24/14	20 days																								
77	Develop Interface Control Document	Tue 2/25/14	Mon 3/24/14	20 days																								
78	Platform Specification	Tue 2/25/14	Mon 3/24/14	20 days																								
79	Network Architecture Document	Tue 2/25/14	Mon 3/24/14	20 days																								
80	<b>Draft Design Deliverable to DMV</b>	<b>Tue 3/11/14</b>	<b>Mon 3/24/14</b>	<b>10 days</b>																								
81	Address DMV Comments/Concerns	Tue 3/11/14	Mon 3/24/14	10 days																								
82	<i>Formal Design Review [Deliverable]</i>	Tue 3/25/14	Tue 3/25/14	1 day																								
83	<i>Formal Submission of Design Specifications [Deliverable]</i>	Tue 3/25/14	Tue 3/25/14	0 days																								
84	DOT Review of Design Specifications	Tue 3/25/14	Mon 4/7/14	10 days																								
85	<b>Specification Approval</b>	<b>Mon 4/7/14</b>	<b>Mon 4/7/14</b>	<b>0 days</b>																								
86	Requirements Matrix Customer Sign-Off	Mon 4/7/14	Mon 4/7/14	0 days																								
87	Functional Specification Customer Sign-Off	Mon 4/7/14	Mon 4/7/14	0 days																								
88	Interface Control Document Customer Sign-Off	Mon 4/7/14	Mon 4/7/14	0 days																								
89	Platform Specification Customer Sign-Off	Mon 4/7/14	Mon 4/7/14	0 days																								
90	Network Architecture Document Customer Sign-Off	Mon 4/7/14	Mon 4/7/14	0 days																								
91	Validate Detail Project Plan/Schedule and Baseline for changes	Tue 4/8/14	Mon 4/14/14	5 days																								
92	<i>Formal Submission - Updated Project Management Plan and Schedule [Deliverable]</i>	Mon 4/14/14	Mon 4/14/14	0 days																								
93																												
94	<b>Card Design</b>	<b>Mon 1/13/14</b>	<b>Fri 11/21/14</b>	<b>225 days</b>																								
95	<b>Card Design - Phase 1</b>	<b>Mon 1/13/14</b>	<b>Fri 3/7/14</b>	<b>40 days</b>																								
96	Develop Card Design Concepts	Mon 1/13/14	Fri 1/31/14	15 days																								
97	Obtain Card Design Concepts Customer Sign-Off (CDAD draft Deliverable review)	Mon 2/3/14	Fri 2/14/14	10 days																								
98	Phase 1: Teslin Approval Document	Mon 2/17/14	Fri 2/28/14	10 days																								
99	Phase 1: Teslin Approval Document - Customer sign-off	Mon 3/3/14	Fri 3/7/14	5 days																								
100	<b>Laminate Design</b>	<b>Mon 2/17/14</b>	<b>Fri 3/7/14</b>	<b>15 days</b>																								
101	Phase 1: Laminate Design & Create Approval Document	Mon 2/17/14	Fri 2/28/14	10 days																								
102	Phase 1: Laminate Approval Document - Customer sign-off	Mon 3/3/14	Fri 3/7/14	5 days																								
103	<b>Card Design Approval Documents</b>	<b>Mon 3/10/14</b>	<b>Tue 4/29/14</b>	<b>37 days</b>																								
104	Develop Card Design Approval Document (CDAD)	Mon 3/10/14	Fri 4/4/14	20 days																								
105	<i>Submit CDAD for DMV Approval [Deliverable]</i>	Fri 4/4/14	Fri 4/4/14	0 days																								
106	DMV CDAD Review	Mon 4/7/14	Fri 4/18/14	10 days																								
107	CDAD Approved	Fri 4/18/14	Fri 4/18/14	0 days																								
108	Develop Production Card Approval Document (PCAD)	Mon 4/21/14	Tue 4/29/14	7 days																								

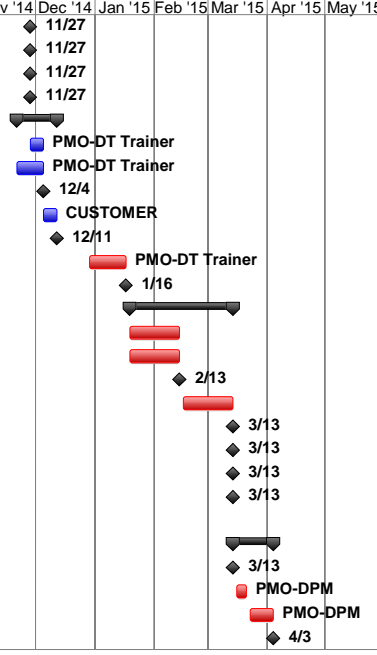
ID	Task Name	Start	Finish	Duration	Sep '13	Oct '13	Nov '13	Dec '13	Jan '14	Feb '14	Mar '14	Apr '14	May '14	Jun '14	Jul '14	Aug '14	Sep '14	Oct '14	Nov '14	Dec '14	Jan '15	Feb '15	Mar '15	Apr '15	May '15	Jun '15	Jul '15	
109	<b>Card Material BOM Devel. &amp; Procurement (All card layers)</b>	<b>Mon 4/21/14</b>	<b>Wed 7/23/14</b>	<b>68 days</b>																								
110	Develop Preliminary Card BOM - Update card design matrix	Mon 4/21/14	Mon 4/21/14	1 day																								
111	Develop Card Material BOM	Tue 4/22/14	Mon 4/28/14	5 days																								
112	Procure BETA Materials - Teslin, Carrier, Inserts, Cards (first article, mfg test, process dev needs)	Tue 4/29/14	Mon 5/19/14	15 days																								
113	Release Card BOM to BETA Approval	Tue 5/20/14	Mon 5/26/14	5 days																								
114	Turnover Design/Material for Initial Card Production Testing	Mon 5/26/14	Mon 5/26/14	0 days																								
115	Release Card BOM to FULL Approval	Tue 5/27/14	Wed 5/28/14	2 days																								
116	Procure Rollout/initial Production material	Thu 5/29/14	Wed 7/23/14	40 days																								
117	<i>Submit PCAD to DMV [Deliverable]</i>	Fri 11/21/14	Fri 11/21/14	0 days																								
118																												
119	<b>Card Manufacturing</b>	<b>Tue 10/1/13</b>	<b>Mon 5/26/14</b>	<b>170 days</b>																								
120	<b>Card Layout/Mfg Software</b>	<b>Mon 4/21/14</b>	<b>Fri 5/23/14</b>	<b>25 days</b>																								
121	Factory Software Application Development	Mon 4/21/14	Fri 5/23/14	25 days																								
122	Print Testing	Mon 5/12/14	Fri 5/16/14	5 days																								
123	DWM testing	Mon 5/19/14	Fri 5/23/14	5 days																								
124	<b>Primary Card Factory Development</b>	<b>Tue 10/1/13</b>	<b>Tue 10/29/13</b>	<b>21 days</b>																								
125	<b>Control Infrastructure</b>	<b>Tue 10/1/13</b>	<b>Mon 10/7/13</b>	<b>5 days</b>																								
126	Servers & Networking	Tue 10/1/13	Mon 10/7/13	5 days																								
127	Operator Interfaces	Tue 10/1/13	Mon 10/7/13	5 days																								
128	<b>Primary Factory End-to-End Testing</b>	<b>Tue 10/1/13</b>	<b>Tue 10/29/13</b>	<b>21 days</b>																								
129	Ship and install FCS in CSN	Tue 10/1/13	Mon 10/14/13	10 days																								
130	Complete end to end testing (ping)	Tue 10/1/13	Mon 10/7/13	5 days																								
131	Factory unit Testing	Tue 10/1/13	Mon 10/7/13	5 days																								
132	Factory end to end testing (output inc. cards for PCAD)	Tue 10/8/13	Mon 10/21/13	10 days																								
133	Update process documentation	Tue 10/22/13	Mon 10/28/13	5 days																								
134	Complete QC System	Tue 10/15/13	Mon 10/28/13	10 days																								
135	Factory process verification (FAT)	Tue 10/29/13	Tue 10/29/13	1 day																								
136	<b>Card Production Facility Ready [Milestone]</b>	<b>Tue 10/29/13</b>	<b>Tue 10/29/13</b>	<b>0 days</b>																								
137	<b>Disaster Card Factory Development</b>	<b>Tue 10/1/13</b>	<b>Mon 5/26/14</b>	<b>170 days</b>																								
138	Machinery Specification, Procurement, Staging	Mon 2/17/14	Fri 4/18/14	45 days																								
139	Factory Space Available for Move-In	Tue 10/1/13	Tue 10/1/13	0 days																								
140	<b>Control Infrastructure</b>	<b>Mon 2/17/14</b>	<b>Fri 2/21/14</b>	<b>5 days</b>																								
141	Servers & Networking	Mon 2/17/14	Fri 2/21/14	5 days																								
142	Operator Interfaces	Mon 2/17/14	Fri 2/21/14	5 days																								
143	<b>Primary Factory End-to-End Testing</b>	<b>Mon 4/21/14</b>	<b>Mon 5/26/14</b>	<b>26 days</b>																								
144	Ship and install FCS in CSN	Mon 4/21/14	Fri 5/2/14	10 days																								
145	Complete end to end testing (ping)	Mon 4/21/14	Fri 4/25/14	5 days																								
146	Factory unit Testing	Mon 4/28/14	Fri 5/2/14	5 days																								
147	Factory end to end testing (output inc. cards for PCAD)	Mon 5/5/14	Fri 5/16/14	10 days																								
148	Update process documentation	Mon 5/19/14	Fri 5/23/14	5 days																								
149	Complete QC System	Mon 5/12/14	Fri 5/23/14	10 days																								
150	Factory process verification (FAT)	Mon 5/26/14	Mon 5/26/14	1 day																								
151	<b>DR Card Production Facility Ready [Milestone]</b>	<b>Mon 5/26/14</b>	<b>Mon 5/26/14</b>	<b>0 days</b>																								
152																												
153	<b>Development</b>	<b>Tue 4/8/14</b>	<b>Wed 7/9/14</b>	<b>67 days</b>																								
154	<b>Enrollment/Capture Systems</b>	<b>Tue 4/8/14</b>	<b>Wed 7/9/14</b>	<b>67 days</b>																								
155	System Design & Functional approval	Tue 4/8/14	Wed 4/9/14	2 days																								
156	Capture Systems Development	Thu 4/10/14	Wed 7/2/14	60 days																								
157	Capture Systems turnover to QA	Thu 7/3/14	Wed 7/9/14	5 days																								
158	<b>Central Print Service</b>	<b>Tue 4/8/14</b>	<b>Wed 7/9/14</b>	<b>67 days</b>																								
159	System Design & Functional approval	Tue 4/8/14	Wed 4/9/14	2 days																								
160	CPS Development	Thu 4/10/14	Wed 7/2/14	60 days																								
161	CPS turnover to QA	Thu 7/3/14	Wed 7/9/14	5 days																								
162	<b>Image Server</b>	<b>Tue 4/8/14</b>	<b>Wed 7/9/14</b>	<b>67 days</b>																								
163	System Design & Functional approval	Tue 4/8/14	Wed 4/9/14	2 days																								

ID	Task Name	Start	Finish	Duration	Sep '13	Oct '13	Nov '13	Dec '13	Jan '14	Feb '14	Mar '14	Apr '14	May '14	Jun '14	Jul '14	Aug '14	Sep '14	Oct '14	Nov '14	Dec '14	Jan '15	Feb '15	Mar '15	Apr '15	May '15	Jun '15	Jul '15
164	Central Image Server Development	Thu 4/10/14	Wed 7/2/14	60 days																							
165	Central Image Server turnover to QA	Thu 7/3/14	Wed 7/9/14	5 days																							
166	<b>Facial Recognition</b>	<b>Tue 4/8/14</b>	<b>Wed 7/9/14</b>	<b>67 days</b>																							
167	System Design & Functional approval	Tue 4/8/14	Wed 4/9/14	2 days																							
168	FR Development	Thu 4/10/14	Wed 7/2/14	60 days																							
169	FR turnover to QA	Thu 7/3/14	Wed 7/9/14	5 days																							
170	<b>Turnover to QA Complete</b>	<b>Wed 7/9/14</b>	<b>Wed 7/9/14</b>	<b>0 days</b>																							
171																											
172	<b>QA Testing</b>	<b>Wed 12/18/13</b>	<b>Fri 11/21/14</b>	<b>243 days</b>																							
173	<b>Test Planning and Spec development</b>	<b>Wed 12/18/13</b>	<b>Mon 4/14/14</b>	<b>84 days</b>																							
174	QA Test plan	Wed 12/18/13	Tue 1/14/14	20 days																							
175	QA Test Procedure	Wed 1/15/14	Tue 4/8/14	60 days																							
176	QA Test Procedure review & update	Tue 4/8/14	Mon 4/14/14	5 days																							
177	<i>System Test Plan [Deliverable]</i>	Mon 4/14/14	Mon 4/14/14	0 days																							
178	<b>Program QA setup</b>	<b>Tue 4/8/14</b>	<b>Mon 5/26/14</b>	<b>35 days</b>																							
179	Procure QA Environment	Tue 4/8/14	Mon 4/14/14	5 days																							
180	Install QA Hardware components	Tue 4/15/14	Tue 4/15/14	1 day																							
181	Install QA Software components	Mon 5/26/14	Mon 5/26/14	1 day																							
182	<b>QA System Testing</b>	<b>Thu 7/10/14</b>	<b>Thu 10/30/14</b>	<b>81 days</b>																							
183	Testing Round 1: Functional Testing	Thu 7/10/14	Wed 8/20/14	30 days																							
184	Round 1: Defect Resolution / Verification	Thu 8/7/14	Wed 8/27/14	15 days																							
185	Testing Round 2: End-to-End Testing	Thu 8/28/14	Wed 9/24/14	20 days																							
186	Round 2: Defect Resolution / Verification	Tue 9/23/14	Mon 9/29/14	5 days																							
187	Testing Round 3: System Regression Testing	Tue 9/30/14	Mon 10/13/14	10 days																							
188	Round 3: Defect Resolution / Verification	Fri 10/10/14	Thu 10/23/14	10 days																							
189	Final Test - defect verification / regression testing	Fri 10/24/14	Thu 10/30/14	5 days																							
190	<i>Defect Tracking Reports (frequency TBD) [Deliverable]</i>	Thu 7/10/14	Wed 9/24/14	55 days																							
191	<b>UAT Build Certification</b>	<b>Fri 10/31/14</b>	<b>Thu 11/6/14</b>	<b>5 days</b>																							
192	FAT Build release to IE	Fri 10/31/14	Thu 11/6/14	5 days																							
193	<i>Final QA Report [Deliverable]</i>	Thu 11/6/14	Thu 11/6/14	0 days																							
194	<b>Production Card Testing</b>	<b>Fri 10/24/14</b>	<b>Fri 11/21/14</b>	<b>21 days</b>																							
195	Initial Samples to Mfg Eng	Fri 10/24/14	Fri 10/24/14	1 day																							
196	Samples to Mfg Eng	Fri 11/7/14	Fri 11/7/14	0 days																							
197	Testing complete	Mon 11/10/14	Fri 11/21/14	10 days																							
198	<b>QA Complete [Milestone]</b>	<b>Fri 11/21/14</b>	<b>Fri 11/21/14</b>	<b>0 days</b>																							
199																											
200	<b>User Acceptance Testing</b>	<b>Tue 4/15/14</b>	<b>Fri 1/30/15</b>	<b>209 days</b>																							
201	<b>User Documentation</b>	<b>Tue 4/15/14</b>	<b>Mon 9/29/14</b>	<b>120 days</b>																							
202	User Acceptance Test Plan	Tue 4/15/14	Mon 7/7/14	60 days																							
203	Finalize Acceptance Test Procedure	Tue 7/8/14	Mon 8/25/14	35 days																							
204	<i>Formal Submission - Acceptance Test Procedure [Deliverable]</i>	Mon 8/25/14	Mon 8/25/14	0 days																							
205	<i>UAT Scenarios [Deliverable]</i>	Tue 8/26/14	Mon 9/15/14	15 days																							
206	<i>UAT Manual Customer Approval</i>	Tue 9/16/14	Mon 9/29/14	10 days																							
207	Environment Specification, customer test environment	Fri 11/7/14	Thu 11/27/14	15 days																							
208	<i>Test Readiness Review [Deliverable]</i>	Fri 11/28/14	Fri 11/28/14	1 day																							
209	UAT Dry Run	Fri 11/28/14	Thu 12/4/14	5 days																							
210	Execute User Acceptance Test	Mon 12/8/14	Fri 1/2/15	20 days																							
211	UAT Engineering Support	Mon 12/1/14	Fri 1/23/15	40 days																							
212	Resolve UAT Issues	Mon 12/8/14	Fri 1/23/15	35 days																							
213	<i>Formal Submission - Final UAT Report [Deliverable]</i>	Fri 1/23/15	Fri 1/23/15	0 days																							
214	<b>UAT Customer Sign Off / UAT Complete [Milestone]</b>	<b>Fri 1/30/15</b>	<b>Fri 1/30/15</b>	<b>0 days</b>																							
215																											
216	<b>System Transition</b>	<b>Fri 11/7/14</b>	<b>Fri 3/13/15</b>	<b>91 days</b>																							
217	<b>User Documentation</b>	<b>Fri 11/7/14</b>	<b>Thu 11/27/14</b>	<b>15 days</b>																							
218	Develop Manuals and Documentation	Fri 11/7/14	Thu 11/27/14	15 days																							



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ID	Task Name	Start	Finish	Duration	Sep '13	Oct '13	Nov '13	Dec '13	Jan '14	Feb '14	Mar '14	Apr '14	May '14	Jun '14	Jul '14	Aug '14	Sep '14	Oct '14	Nov '14	Dec '14	Jan '15	Feb '15	Mar '15	Apr '15	May '15	Jun '15	Jul '15
219	<i>Submit User Manuals [Deliverable]</i>	Thu 11/27/14	Thu 11/27/14	0 days																◆ 11/27							
220	<i>Technical System Documentation [Deliverable]</i>	Thu 11/27/14	Thu 11/27/14	0 days																◆ 11/27							
221	<i>Hardware Maintenance Manuals [Deliverable]</i>	Thu 11/27/14	Thu 11/27/14	0 days																◆ 11/27							
222	<i>Administration Manuals [Deliverable]</i>	Thu 11/27/14	Thu 11/27/14	0 days																◆ 11/27							
223	<b>Training</b>	<b>Fri 11/21/14</b>	<b>Thu 12/11/14</b>	<b>15 days</b>																◆ 11/27							
224	Training Manuals	Fri 11/28/14	Thu 12/4/14	5 days																◆ 11/27							
225	Training Plan & Schedule	Fri 11/21/14	Thu 12/4/14	10 days																◆ 11/27							
226	<i>Submit Training Plan [Deliverable]</i>	Thu 12/4/14	Thu 12/4/14	0 days																◆ 11/27							
227	DMV Training Plan Review	Fri 12/5/14	Thu 12/11/14	5 days																◆ 11/27							
228	Training Plan Approved	Thu 12/11/14	Thu 12/11/14	0 days																◆ 11/27							
229	Conduct Training (TTT or End-User)	Mon 12/29/14	Fri 1/16/15	15 days																◆ 11/27							
230	<b>Training Complete [Milestone]</b>	Fri 1/16/15	Fri 1/16/15	0 days																◆ 11/27							
231	<b>Pilot Testing</b>	<b>Mon 1/19/15</b>	<b>Fri 3/13/15</b>	<b>40 days</b>																◆ 11/27							
232	Pilot Test Execution	Mon 1/19/15	Fri 2/13/15	20 days																◆ 11/27							
233	Resolve Pilot Testing Issues	Mon 1/19/15	Fri 2/13/15	20 days																◆ 11/27							
234	DMV Approval of Pilot Operations	Fri 2/13/15	Fri 2/13/15	0 days																◆ 11/27							
235	Office Installation	Mon 2/16/15	Fri 3/13/15	20 days																◆ 11/27							
236	<i>Submit Post Installation Review Report [Deliverable]</i>	<i>Fri 3/13/15</i>	<i>Fri 3/13/15</i>	<i>0 days</i>																◆ 11/27							
237	<i>Submit all Final Plans and Reports [Deliverable]</i>	Fri 3/13/15	Fri 3/13/15	0 days																◆ 11/27							
238	Production Deployment Complete / Customer Signoff	Fri 3/13/15	Fri 3/13/15	0 days																◆ 11/27							
239	<b>Rollout Complete</b>	Fri 3/13/15	Fri 3/13/15	0 days																◆ 11/27							
240																				◆ 11/27							
241	<b>Program Close Out</b>	<b>Fri 3/13/15</b>	<b>Fri 4/3/15</b>	<b>15 days</b>																◆ 11/27							
242	<i>Formal Submission - Maintenance and Service Agreement [Deliverable]</i>	Fri 3/13/15	Fri 3/13/15	0 days																◆ 11/27							
243	Contract deliverables checklist / communication	Mon 3/16/15	Fri 3/20/15	5 days																◆ 11/27							
244	Program Lessons Learned	Mon 3/23/15	Fri 4/3/15	10 days																◆ 11/27							
245	Program Completed	Fri 4/3/15	Fri 4/3/15	0 days																◆ 11/27							



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EXHIBIT 4 — PRODUCT AND PRICING SCHEDULE

Item Number	Description of Commodity and/or Services	Estimated Quantity	Unit of Measure	Unit Price	Estimated Total Price
	<b>Base Cost</b>				
1	Cost Per Card includes: One major card design change, eight additional minor card changes or new card types due to legislative or other mandates, 12 messages for processing questions on the signature pad and 162 Bio Logon (fingerprint) devices and Software for capture stations. Two devices shall be located at supervisor's PC to allow for enrollment of employees ,	5,584,000	Per credential	\$2.2630	\$12,636,592
2	Delivery Cost: Envelopes (\$.024)/Card Carriers(\$0.016)/Mail Preparation - (\$0.015)	5,584,000	Per delivered credential	\$0.0550	\$307,120
3	Expedited Delivery Cost	2,400	Per requested credential	\$25.0000	\$60,000
4	Returned Mail Processing: Integration with USPS for return notifications and codes	5,584,000	Per credential	\$0.0300	\$167,520
Item Number	Description of Commodity and/or Services	Estimated Quantity	Unit of Measure	Unit Price	Estimated Total Price
	<b>Pass Through Cost</b>				
5	Delivery Cost - Postage: Includes IMB - Reflects pricing as of 8-16-2014. Postage is a pass-through charge and the rates will be adjusted as USPS rates are changed or changes are made in the mail services required to remain aligned with MorphoTrust cost throughout the contract term.	5,584,000	Per delivered credential	\$0.4180	\$2,334,112
Item Number	Description of Commodity and/or Services	Estimated Quantity	Unit of Measure	Unit Price	Estimated Total Price
	<b>Optional Product Schedule Items: Available for purchase throughout the life of the contract.</b>				
8	Law Enforcement Requests: Interface with and provide most recent facial image to law enforcement to mobile laptops in real-time on a query basis.	1	One time programming cost	\$100,000.0000	\$100,000
9	Document Authentication: User friendly accurate document authentication with re-use of current B-5000 document scanners.	10	Per unit/license	\$8,200.0000	\$82,000
10	Self Service Kiosk: A self-service kiosk with capability of performing registry and DL/ID transactions including taking a credential ready image and subjecting that image to real time FR.	1	Per installed integrated unit	\$55,000.0000	\$55,000
11	Kiosk Integration to Back End: Self Service Kiosk integration service provides an interface for MorphoTrust self-service kiosks into the DMV back office applications in order to process driver license renewals and transactions.	1	One time programming cost	\$295,000.0000	\$295,000
12	Price for each of the vendor's additional fixed image capture systems including software and any other required accessories, e.g. cables, etc.	1	Per unit	\$4,000.0000	\$4,000

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13	Price for each of the vendor's mobile units including software, camera case and any other required accessories, e.g. cables, etc. Note: The State will provide the required laptop	1	Per unit	\$9,000.0000	\$9,000
14	E-Z Visit: Self Service Portal Solution.	1	One time programming cost	\$395,000.0000	\$395,000
15	Scheduler software enables applicants to schedule DMV appointments on-line, and also DMV Administrators to schedule appointments for applicants over the phone using Scheduler software. Scheduler manages office resources, office closings, cancellations, appointment notifications and more.	1	One time programming cost	\$300,000.0000	\$300,000
16	Scheduler - Annual Maintenance after 1st Year	7	Annual	\$35,000.0000	\$245,000
17	Automated driving knowledge test provides simple computer-driven test to applicants. Easy-to-use touch screen with audio, American Sign Language, and multiple languages available. Enables Examiners to manage the test queue, and Administrators to easily set up test types and questions. Multiple reports are available to track statistics such as pass/fail by office, common questions missed, and more.	1	One time programming cost	\$790,000.0000	\$790,000
18	AutoTest Annual Maintenance after 1st Year	7	Annual	\$18,360.0000	\$128,520
19	<b>FACE EXAMINER WORKSTATION</b> FaceExaminer provides an integrated set of face extraction and image enhancement tools that enable investigators to extract and enhance facial images from low quality image sources, surveillance video, cell phone photos, etc. The extracted and enhanced images are uploaded and searched within the Biometric Identification solution supporting victim identification, cross agency cooperation and special investigation efforts.	2	Per license	\$21,000.0000	\$42,000
20	<b>Face Examiner Workstation</b> – Annual Maintenance, per license	16	Annual per license	\$6,160.0000	\$98,560
21	Complete MVA (Driver 360 and Vehicle 360) - Extends the functionality of our "front office" Driver Licensing solution to include traditional "back office" system functionality for DL issuance, suspensions and reinstatements, as well as vehicle titling and registration and Dealer management. <b>Pricing includes licenses ONLY. Hardware and professional services to be priced based on mutually defined scope.</b>	1	Perpetual License	\$4,000,000.0000	\$4,000,000
22	One major card design change.	1	Per new card type	\$139,600.0000	\$139,600
23	Additional minor card changes or new card types due to legislative or other mandates	1	Per new card type	\$17,450.0000	\$17,450
24	Additional State Employee ID Cards based on a single card layout	1	Per new card type	\$17,450.0000	\$17,450
25	Addition of up to 12 messages for processing questions on the signature pad	1	Per message	\$1,396.0000	\$1,396



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26	Bio Logon (fingerprint) device and Software for capture station.	1	Each	\$1,034.0000	\$1,034
27	Upgrade IDSuite Lite to Windows 7.0 compatibility and interface with MorphoTrust Gen 0* or Gen 2* at such prices (based on the hourly rates for Consulting Services set forth in Description of Commodity and/or Services above) as are negotiated between DMV and Contractor.				
28	Such other products and software upgrades at such prices (based on the hourly rates for Consulting Services set forth in Description of Commodity and/or Services in Items 39 through 43 below) as are negotiated between DMV and Contractor.				
29	If at DMV's request, Contractor interfaces Gen 2 to the existing DMV mainframe*, and then interfaces Gen 2 to CIVLS or another platform selected by DMV, such work will be charged at such prices (based on the hourly rates for Consulting Services set forth in Description of Commodity and/or Services in Items 39 through 43 below) as are negotiated between DMV and Contractor, all under the terms of the Agreement.				
30	CDL Road Test - System refresh including update to improve wireless connectivity, include July 2010 version of AAMVA 2005 Test Standards, and modifications necessary to use on iPad or notebooks, at such prices (based on the hourly rates for Consulting Services set forth in Description of Commodity and/or Services in Items 39 through 43 below) as are negotiated between DMV and Contractor.				
Item Number	<b>Description of Commodity and/or Services</b>	<b>Estimated Quantity</b>	<b>Unit of Measure</b>	<b>Unit Price</b>	<b>Estimated Total Price</b>
	<b>Additional Card Security Features</b>				
31	Digitally Mastered Hologram	5,584,000	Per Card	\$0.2400	\$1,340,160
32	Clear Laminate (When Digitally Mastered Hologram is used)	5,584,000	Per Card	\$0.0100	\$55,840
33	Laser Engraved Tactile Feature (Date of Birth) - Credentials	5,584,000	Per Card	\$0.1100	\$614,240
34	Laser Engraved Ghost Portrait	5,584,000	Per Card	\$0.1100	\$614,240
35	Laser Engraved Microprint	5,584,000	Per Card	\$0.1100	\$614,240
36	Laser Engraving Feature Bundle including tactile DOB, Ghost Portrait, Microprint	5,584,000	Per Card	\$0.2500	\$1,396,000
37	Tamper Evident Lamina: Tri-Color with Full Color UV	5,584,000	Per Card	\$0.1500	\$837,600
38	Size Modulated Micro-Lettering with Deliberate Error	5,584,000	Per Card	\$0.0100	\$55,840
Item Number	<b>Description of Commodity and/or Services</b>	<b>Estimated Quantity</b>	<b>Unit of Measure</b>	<b>Unit Price</b>	<b>Estimated Total Price</b>
	<b>Consulting Services</b>				
39	Program and Technical Manager	50	Per hour	\$220.0000	\$11,000
40	Software Engineer	50	Per hour	\$165.0000	\$8,250

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Item Number	Description of Commodity and/or Services	Estimated Quantity	Unit of Measure	Unit Price	Estimated Total Price
41	Support/Installation Engineer	50	Per hour	\$150.0000	\$7,500
42	Business Analyst	50	Per hour	\$110.0000	\$5,500
43	Business Analyst – Offsite	50	Per hour	\$85.0000	\$4,250
<b>Services/Commodities Included in base cost</b>					
44	Altered Font				
45	Overlapping Data				
46	Variable Microprint				
47	Communications: Public Information and Education Program to prepare customers for the introduction of central issuance.				
48	Case Management Option: A robust case management functionality that may be limited to FR Solution or scalable and capable of general applicability to any DMV functions.				

\*As used in this Exhibit 4, "Gen 0" means the existing Contractor DL/ID image capture Over the Counter solution; Gen 2 means the proposed Contractor Credential image capture Central Issuance solution procured under the Agreement; and "mainframe" means the existing DMV information system platform.

<b>Cash Infusion Payment Plan</b>		
<b>POST EFFECTIVE DATE</b>		
Year of Contract*	Payment made on the First Day of each Year in contract	Reduced Card Price Per Hundred-Thousand-Dollar Payment
1	<b>For any payment made on the first of any month prior to acceptance.</b>	\$0.0217
<b>POST ACCEPTANCE DATE</b>		
Year of Contract*	Payment made on the First Day of each Year in contract	Reduced Card Price Per Hundred-Thousand-Dollar Payment
1	1/1/2015	\$0.0217
2	1/1/2016	\$0.0242
3	1/1/2017	\$0.0276
4	1/1/2018	\$0.0323
5	1/1/2019	\$0.0394
6	1/1/2020	\$0.0513
7	1/1/2021	\$0.0752
8	1/1/2022	\$0.1467
*For purposes of the Agreement and this Exhibit 4, year 1 commences on the Effective Date with respect to any cash infusions made before the Acceptance Date.		

Information Processing System, Services And License Agreement For Secure Driver’s License And Identification Card Issuance Between The State Of Connecticut Acting By Its Department Of Administrative Services And MorphoTrust USA, Inc.

**EXHIBIT 5 – SYSTEM SUPPORT AND SERVICE LEVEL AGREEMENTS (SLAs)**

Capitalized terms used in this Exhibit 5 without definition shall have the meanings respectively assigned to them in the Agreement.

**A. Required Performance Standards and Response Times**

**1. Problem Resolution.** If the System exhibits or experiences any errors or malfunctions at any time after the Acceptance Date, Contractor and DMV shall follow the following problem resolution protocol:

Support Tier	Description
Contractor Tier 1 Support	<ol style="list-style-type: none"> <li>1. DMV notifies Contractor’s Tier 1 Support designee (designated under Section 4) of problem.</li> <li>2. Contractor Tier 1 Support designee immediately creates trouble ticket with time and date of notice (each, a “Trouble Ticket”).</li> <li>3. Contractor identifies and documents problem in Contractor’s help desk system, a system that is available online 24/7/365 for review by DMV (“Help Desk”) and notifies DMV.</li> <li>4. Contractor takes all steps necessary to resolve problem described in Trouble Ticket to DMV’s satisfaction.</li> </ol>
Contractor Tier 2 Support	<ol style="list-style-type: none"> <li>1. If Tier 1 Support does not resolve problem within permitted timeframe, then Contractor escalates problem to Tier 2 Support designee (designated under Section 4 of the Agreement), a senior and more experienced technician.</li> <li>2. Contractor Tier 2 Support designee takes all steps necessary to resolve problem described in Trouble Ticket to DMV’s satisfaction.</li> </ol>
Contractor Tier 3 Support	<ol style="list-style-type: none"> <li>1. If Tier 2 Support does not resolve problem within permitted timeframe, then Contractor escalates problem to Tier 3 Support designee (designated under Section 4 of the Agreement, a senior and more experienced systems analyst who has the ability to collaborate with 3<sup>rd</sup> party support engineers to resolve most complex issues).</li> <li>2. Contractor Tier 3 Support designee takes all steps necessary to resolve problem described in Trouble Ticket to DMV’s satisfaction.</li> </ol>

At every stage of the problem resolution process, Contractor shall document and verify all hardware and software issues and their resolution and maintain all such information in a database accessible to DMV in the Help Desk system. Contractor shall not close any Trouble Ticket until

Contractor’s quality assurance personnel have written confirmation that the resolution is complete and that DMV is satisfied with the resolution.

The timeframes for response and resolution of all Trouble Tickets are as follows:

<b>Problem Level</b>	<b>Contractor Response Time</b>	<b>Description of System Affect</b>	<b>Mandatory Time for Resolution from Ticket Time*</b>
Problem Level 1	15 minutes	Critical business impact, in that System is not Performing in accordance with the Documentation, or DMV cannot process customer orders, including but not limited to any Site or customer service office or the central issuance facility cannot process customer orders*	4 hours; but SLAs in Section A(2) below will apply for determining System downtime and potential payment adjustments
Problem Level 2	30 minutes	Serious business impact, in that an important component of the System is not Performing in accordance with the Documentation*	8 hours
Problem Level 3	2 hours	Serious business impact, including: <ul style="list-style-type: none"> <li>• one or more components function and are available, but not in accordance with Documentation and exhibit minor fault functionality problems of a cosmetic nature; or</li> <li>• DMV request for advice or guidance</li> </ul>	1 DMV Business Day

\*Times permitted for Trouble Ticket Resolution do not extend SLAs or potential payment adjustments described in this Exhibit 5, Section A(2), below.

2. The following Performance standards and response times apply to Contractor and, as described below, will adjust the payments and credits set forth in Section 8(a)(1). Multiple adjustments to the payments and credits set forth in Section 8(a)(1) may be applicable and effected under this Exhibit 5 at the same time.

**a. Potential Adjustments to Per Credential Price for System Downtime**

For purposes of the following table:

1. A “Quarter” means each State fiscal quarter during the Term. To evaluate System Performance for the purpose of making adjustments to the per Credential price in Section 8(a) of the Agreement, the first Quarter for which System Performance will be measured is the second full Quarter starting after the Acceptance Date.

2. System Performance is measured based on the total number of hours that DMV Sites are open during the applicable Quarter.
3. "System Downtime" is the sum of all minutes that the System at any one or more Sites does not process customer transactions during hours that DMV Sites are open during the applicable Quarter, other than an inability to process transactions due solely to any one of an inoperable camera, signature pad, or State-provided PC, or an exclusion under Section 11(f)(1) or 11(f)(2) of the Agreement.
4. System Downtime is measured from the earlier to occur of: (i) the time that DMV notifies Contractor to create a Trouble Ticket; and (ii) the time that the System notifies Contractor or DMV through a System alert that the System is not processing customer orders at any one or more Sites.
5. Contractor shall deliver a written report to DMV not more than 10 calendar days after the close of each Quarter after the Acceptance Date, showing the minutes of System Downtime on each day during the Quarter, together with a log of all System alerts for the same period.
6. After Contractor has delivered the written reports described in Section A(2)(a)(5) above for 4 consecutive Quarters to DMV (subject to review, audit, confirmation and adjustment by DMV), DMV shall adjust the per Credential price under Section 8(a) of the Agreement for the preceding 4 Quarters, starting with the second full Quarter starting after the Acceptance Date to establish the first 4-Quarter period. The next Quarter after the first 4-Quarter period starts a new 4-Quarter period, with each Quarter used to measure only once throughout the Term. DMV shall increase the per Credential multiplier for each Quarter and decrease the per credential multiplier for each Quarter, as shown in the following table. DMV shall net the adjustments for the four preceding Quarters, and DMV shall pay Contractor, or set off from the next monthly payment due to Contractor, a one-time payment reflecting the adjustments for the four preceding Quarters. The parties shall repeat the above process throughout the Term for each consecutive 4-Quarter period. DMV shall net any adjustments and make the payment or setoff only once, at the close of each 4-Quarter period. After each 4-Quarter period, the per Credential price under Section 8(a)(1) shall return to its original amount, subject to future adjustments.

<b>System Performance Measured as System Downtime per Quarter</b>	<b>Applicable Adjustment to Per Credential Price under Section 8(a)(1)</b>
No System Downtime per Quarter	\$.10 increase per Credential issued during that Quarter
Up to 45 minutes System Downtime in any calendar month during that Quarter	No adjustment
More than 5.5 hours System Downtime during that Quarter.	\$.05 decrease per Credential issued during that Quarter

**b. Potential Adjustments to Per Credential Price based on Central Issuance**

1. Contractor shall deliver a written report to DMV not more than 10 calendar days after the close of each Quarter after the Acceptance Date, showing, for the Credentials mailed during the Quarter, the number of days after the date that each Credential was released by DMV to Contractor under Section 11(b), the Credential was mailed by Contractor.
2. After Contractor has delivered the written reports described in Section A(2)(b)(1) above for 4 consecutive Quarters to DMV (subject to review, audit, confirmation and adjustment by DMV), DMV shall adjust the per Credential price under Section 8(a)(1) of the Agreement for the preceding 4 Quarters, starting with the second full Quarter starting after the Acceptance Date to establish the first 4-Quarter period. The next Quarter after the first 4-Quarter period starts a new 4-Quarter period, with each Quarter used to measure only once throughout the Term. DMV shall increase the per Credential multiplier for each Quarter and shall decrease the per Credential multiplier for each Quarter as shown in the following table. DMV shall net the adjustments for the four preceding Quarters, and DMV shall pay Contractor, or set off from the next monthly payment due to Contractor, a one-time payment reflecting the adjustments for the four preceding Quarters. The parties shall repeat the above process throughout the Term for each consecutive 4-Quarter period. DMV shall net any adjustments and make the payment or setoff only once, at the close of each 4-Quarter period. After each 4-Quarter period, the per Credential price under Section 8(a)(1) shall return to its original amount, subject to future adjustments.

<b>System Performance Measured as Number of Business Days After Release by DMV per Quarter</b>	<b>Applicable Adjustment to Per Credential Price under Section 8(a)(1)</b>
All Credentials mailed within 2 Business Days during Quarter	\$.05 increase per Credential issued during that Quarter
All Credentials mailed within 4 Business Days during Quarter	No adjustment
Any Credentials mailed after 5 Business Days during Quarter	\$.025 decrease per Credential issued during that Quarter

**B. Contractor Services and Support**

Contractor shall provide the following System and customer support and service to DMV in accordance with the Agreement and this Exhibit 5. To Perform hardware and software maintenance and repair, Contractor shall maintain the following resources for the benefit of DMV:

- a. Contractor’s customer care center (the “CCC”)
- b. Contractor’s in-state field support team, consisting of not fewer than 2 technicians and a service manager approved by the State in accordance with Section 4 of the Agreement
- c. Contractor’s engineering support team (providing Tier 3 Support 24x7 throughout all Service Days)
- d. The Senior Operations Account Manager identified in Section 4 of the Agreement, as may be amended from time to time in accordance with the Agreement.

The services are further detailed below:

1. **Customer Care Center (Help Desk)**

- a. Contractor shall maintain the CCC as Tier 1 support.
- b. Contractor shall staff and operate the CCC 24x7 on all Service Days.
- c. Contractor shall maintain the CCC as accessible via email and a toll-free number phone.
- d. Contractor shall staff the CCC desk with technicians trained on the System and acceptable to DMV in accordance with Section 4 of the Agreement.
- e. CCC desk technicians shall log the issue details including location of the issue and contact information on the person reporting the issue.
- f. CCC desk technicians shall dispatch the issue to the Contractor's subject matter expert most qualified to remedy the issue within the agreed-upon SLA terms.
- g. CCC desk technicians shall dispatch a field service resource to arrive onsite to support the facility as needed.
- h. CCC desk technicians shall continually monitor and report compliance with the specified SLA parameters, and Contractor shall provide DMV staff access to the Support Desk software to track and monitor both active calls and call history. Contractor shall provide reports that detail field service activity that are automatically emailed to a state distribution list daily, weekly or monthly, as requested by DMV from time to time.

2. **Connecticut Field Support Team**

- a. Contractor shall maintain qualified field support technicians and a field service manager in Connecticut (the "Field Support Team"). Contractor's equipment will be backed and serviced with Connecticut qualified service technicians. The Field Support Team initially includes Jonathan Brien, George Bahre, and Jim Lyons, as may be changed from time to time in accordance with the Agreement. The Field Support Team who prior to initiation of support works closely with the System Delivery shall transition support and maintenance to a Field Support Team approved by DMV for ongoing support and maintenance.
- b. Contractor shall see to it that the Field Support Team is properly trained and has intimate knowledge of the System and DMV's needs and the entire end-to-end workflow.
- c. Contractor shall see to it that the Field Support Team maintains a stock of all commonly required replacement parts for the System.
- d. If the Field Support Team cannot timely resolve a problem within the SLA time, Contractor shall see to it that the problem is immediately escalated to the Tier 3 Support Team. Both the Field Service Supervisor and Customer Service Manager shall be responsible for this escalation, tracking, and communication to DMV.

3. **Tier 3 Support Team**

Contractor shall maintain a "Tier 3 Support Team" comprised of senior and more experienced systems analysts who have intimate knowledge of the System and DMV's needs and the entire end-to-end workflow, as well as the ability to collaborate with 3<sup>rd</sup> party support engineers to resolve most complex issues that shall be available to DMV 24x7 on all Service Days. These troubleshooting and diagnostic experts shall work with a similarly configured system to duplicate the problem and develop the solution. The trouble ticket shall remain open until a successful solution has been found; the Field Support Team service technician shall remain on site and work with Contractor's Tier 3 support team to resolve the issue.

4. **Senior Operations Account Manager**

The Customer Service Manager, who initially shall be John Ostrowski, shall be responsible for managing and supporting Contractor's Connecticut-based field service technicians. This includes monitoring all field service calls, training, coordinating additional resources as needed to solve an issue, providing real-time communication with the state as needed, and maintaining the spare parts inventory.

5. **Software Maintenance**

Contractor shall provide all of the following Software maintenance to DMV:

- a. Contractor shall install all software updates required to maintain specified performance for all components of the System at no cost to the DMV.
- b. Contractor shall provide System modifications, updates and upgrades as required by change orders and to maintain System compliance with the Documentation and the Agreement.
- c. Contractor shall provide, install and test each of the following:
  - Updates, patches, and bug fixes as required to maintain System performance in accordance with the Documentation;
  - Development services to implement new functionality as required by upgrades and change orders;
  - Service packs, hot fixes, and updates for the Deliverables;
  - Preventative maintenance;
  - Updates, adjustments and cleaning to ensure conformance to manufacturer specifications and the requirements of the Agreement;
  - Documentation;
  - Updates as required to specifications and user and administrator manuals; and
  - Updates to training manuals.
- d. DMV shall approve in writing any changes to the production System before Contractor may install them. DMV shall notify Contractor in writing of authorizing authority and procedure for System modifications during project meetings.
- e. Contractor shall perform thorough QA and testing on all software before release to DMV.

6. **Hardware Maintenance and Preventative Maintenance**

- a. Contractor shall maintain all equipment and operating software in good operating condition.
- b. Contractor shall periodically Perform preventive maintenance.
- c. Contractor shall Perform all maintenance in a manner that ensures continuous operation of the System in all Sites.
- d. Contractor shall Perform all on-site preventative and remedial maintenance activities during standard facility hours of operation.
- e. Contractor shall document the maintenance program in a Long Term Support Program Plan for approval by DMV.
- f. Contractor shall Perform all preventive and remedial maintenance to comply with manufacturer recommendations to achieve predicted availability rates.



- g. Contractor’s Field Service team shall work with each Site manager to schedule all maintenance activities.
- h. Contractor shall perform each of the following preventive maintenance procedures:

- i. **Hardware:**

- 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
- Recalibrate touchscreen monitor
- Review system logs for hardware errors

- ii. **Software:**

- Ensure anti-virus is up to date
- Ensure Microsoft patches are up to date
- 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

7. **Monitoring**

To ensure reliable system operation, Contractor shall monitor the performance of all critical software and hardware. Immediately following discovery of any issue, Contractor shall send an email notification of each outage, failure, and significant event to DMV staff designated by DMV.

8. **Key Contractor Personnel**

Pursuant to Section 4 of the Agreement, each of the individuals who from time to time performs the job functions or holds any of the titles in the following table shall constitute “Key Contractor Personnel” for purposes of Sections 2(t) and 4. As of the Effective Date, the current Key Contractor Personnel are the individuals identified in the table below, subject to DMV’s rights under Section 4 to approve Key Contractor Personnel:

Title	Job Functions	Current Contractor Holder
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<p>Program Manager</p>	<p>Responsible for the overall success of the CT DMV Project delivery, including, but not limited to:</p> <ul style="list-style-type: none"> <li>• Serves as main point of contact for Connecticut for all matters dealing with contract</li> <li>• Manages requirements and deliverables</li> <li>• Leads project team and provides direction necessary to meet program schedules</li> <li>• Manages tasks/activities for all members of the MorphoTrust project team</li> <li>• Controls project and maintains project plan (track due dates, deliverable, risks, design reviews and progress updates)</li> <li>• Ensures that system meets defined specifications</li> <li>• Acts as primary liaison with DMV project manager</li> <li>• Oversees change control process</li> <li>• Works with implementation team to assure quality engineering installations</li> </ul>	<p>Yassir Chaudhry</p>
<p>Customer Service Manager</p>	<p>Manage and work with the Operations Manager and staff to ensure that all CT DMV contract obligations are met.</p> <ul style="list-style-type: none"> <li>• Ensures adequate MorphoTrust staffing levels are present/available to deliver the highest level of service and satisfaction to CT DMV</li> <li>• Communicates with DMV personnel via email, conference calls and meetings to ensure continued quality and that DMV needs and satisfaction expectations are consistently being met</li> <li>• Delivers Quarterly</li> </ul>	<p>John Ostrowski</p>

	<p>Executive Overview updates to ensure CT DMV leadership has insight to program performance</p> <ul style="list-style-type: none"> <li>• Reports on System Performance and SLA compliance</li> </ul>	
Field Technician	<p>Responsible for the overall success of the CT DMV Project delivery and ongoing support, including, but not limited to:</p> <ul style="list-style-type: none"> <li>• Manages requirements and deliverables</li> <li>• Ensures that the in-state support team delivers the highest level of service and satisfaction to CT DMV</li> <li>• Provides and monitors support requirements and communicates with key MorphoTrust and State personnel.</li> </ul>	Jonathan Brien, George Bahre

In exercising its rights under Section 4, DMV is required to notify certain identified officers of Contractor. The individuals who hold those offices as of the Effective Date are identified in the table below:

<b>Officer Title</b>	<b>Current Officer</b>
Senior Vice President of Delivery	John Sennott
Senior Vice President of Sales	John Bleuer
Senior Vice President of Operations	Alan Moore

## **EXHIBIT 6 — STRATEGY FOR IMPLEMENTATION**

### **Contractor Integration With Current And Future DMV Information Systems**

Contractor acknowledges the need for flexibility with respect to the DMV CIVLS project and recognizes DMV's desire to convert to the System. In an effort to facilitate this conversion process:

1. Contractor shall interface Gen 0 to CIVLS and be ready to deploy Gen 0 in the existing over the counter environment as CIVLS goes live, with flexibility as to the CIVLS go live date. Contractor will maintain Gen 0 on the mainframe.
2. Contractor shall interface Gen 2 to CIVLS after the CIVLS go live date, with flexibility as to the interface date.
3. Contractor shall interface Gen 2 to the existing DMV mainframe if requested by DMV.
4. If DMV continues to use Gen 0 after January 1, 2016, then Contractor shall propose to DMV, and DMV shall purchase from Contractor, such Gen 0 software and other product upgrades as are necessary to maintain Gen 0 functionality under the Current Contractor Agreements, at such prices (based on the hourly rates for Consulting Services set forth in Description of Commodity and/or Services in Exhibit 4) as are negotiated between DMV and Contractor.
5. Contractor shall continue to maintain the IDSuite Lite document scanning solution until such date that DMV accepts and implements a different document scanning solution; provided that, if DMV continues to use the IDSuite Lite document scanning solution after January 1, 2016, then Contractor shall propose to DMV, and DMV shall purchase from Contractor, such IDSuite Lite upgrades as are necessary to maintain IDSuite Lite functionality (including but not limited to upgrading IDSuite Lite to Windows 7.0 compatibility), at such prices (based on the hourly rates for Consulting Services set forth in Description of Commodity and/or Services above) as are negotiated between DMV and Contractor.
6. If DMV requires Contractor to interface under Section 3 above, but subsequently requires Gen 2 to interface with CIVLS or another back-office environment (other than one offered by Contractor), Contractor shall produce a quote for the additional work, either on a price per card basis or as a specifically quoted additional fee, at such prices (based on the hourly rates for Consulting Services set forth in Description of Commodity and/or Services above) as are negotiated between DMV and Contractor.

**Definitions applicable to this Exhibit 6**

CIVLS means the DMV project that will transition the existing information system platform from a traditional flat file mainframe based system to a modern server based relational database system.

CIVLS go live date means the actual date that any system or interface between those image capture systems, in whatever form, are placed into production by DMV and/or Contractor.

Gen 0 means the existing Contractor DL/ID image capture Over the Counter solution.

Gen 2 means the proposed Contractor Credential image capture Central Issuance solution procured under the Agreement.

Mainframe means the existing DMV information system platform.

Back-office environment means any system that is designed to replace the current Mainframe in the event CIVLS is not operational.

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EXHIBIT 7 — STANDARDS

Capitalized terms used in this Exhibit 7 without definition shall have the meanings respectively assigned to them in the Agreement.

Contractor represents and warrants to the State that throughout the Term, the System will meet or exceed the standards listed below or incorporated by reference, as they may be amended and in effect from time to time.

<b>Standards</b>
<i>Personal Identification – AAMVA North American Standard – DL/ID Card Design</i>
Title 6 Code of Federal Regulations, Chapter I, Part 37 Real ID Drivers' Licenses and Identification Cards
Department of Homeland Security REAL ID Security Plan Guidance Handbook
INCITS/ISO/IEC 27002-2005 Information technology - Security techniques - Code of practice for information security management (Redesignation of INCITS/ISO/IEC 17799:2005)
FIPS 140-2, Security Requirements for Cryptographic Modules
Connecticut Enterprise Architecture – Technology Architecture (CTEA-TA) <a href="http://www.ct.gov/doit/cwp/view.asp?a=1245&amp;q=462024">http://www.ct.gov/doit/cwp/view.asp?a=1245&amp;q=462024</a>
State of Connecticut Policy on Security for Mobile Computing and Storage Devices dated September 10, 2007.