

Massachusetts Department of Transportation - RMV
Goods And Services Award Amount Range: \$500,000 and up



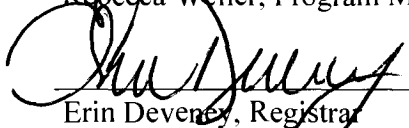





Originating Office: <u>IT</u>	Contract #: <u>10042</u>
Contract Type: <u>Services</u>	Project ID: <u>DOT-RMV-DriverLicenseProcurement-FY15-001</u>
Project/Location: <u>Statewide</u>	
Vendor/Party Name: <u>MorphoTrust USA</u>	
Vendor/Party Address: <u>296 Concord Road</u>	
<u>Billerica, MA 01821</u>	
Original Max. Obligation: <u>\$24,12,000.00</u>	Completion Date/Duration: <u>10/23/2021</u>
NTP Date: <u>8-20-15</u>	Federal Aid Number: <u>NA</u>

Description:

MorphoTrust Driver's License/ID Card production and associated services contract for RMV. Competitively procured under COMMBUYS Bid #1902 and RFR Document# DOT-RMV_DriverLicenseProcurement_FY15_001.

Submitted By:

Approved By:

 Rebecca Weller, Program Manager	<u>8/31/15</u> Date	 Chief Engineer	 Date
 Erin Deveney, Registrar	<u>8/19/15</u> Date	 General Counsel	 Date
 Michael Johnson, Budget/C.E.P.O.	<u>8/11/15</u> Date	 Highway Administrator	 Date
 Director of Contracts & Records	<u>8-25-15</u> Date	 Secretary/CEO	<u>8/20/15</u> Date

shsc
Ack'd

DOT AWARD 03-25-2010

Item Number: 1
Date: AUG 25 2015



Charles D. Baker, Governor
Karyn E. Polito, Lieutenant Governor
Stephanie Pollack, Secretary & CEO
Erin C. Deveney, Registrar



NOTICE TO PROCEED

September 21, 2015

MorphoTrust USA, LLC
296 Concord Road
Billerica, MA 01821

Contract Number: 90042
Action Item Date: August 25, 2015
Action Item Number: # 1

Dear Sam Gallo,

Enclosed is a signed copy of your contract with the Massachusetts Department of Transportation, Registry of Motor Vehicles.

This contract is relative to the Driver's license and ID card production and associated services for all RMV branches, Statewide.

The duration of this contract shall be from August 20, 2015 until October 23, 2021 and in the amount of \$29,172,000.00.

Sincerely,

Sam Chan
Acting Director of Contracts & Records

SHSC/lnc

cc:

Fiscal
Contracts & Records

E-Mail:

John Cadorette
Bill Yee

MASSDOT STANDARD CONTRACT FORM



This form is issued and published by the Massachusetts Department of Transportation (MassDOT or Department). Any changes to the official printed language of this form shall be void. Additional non-conflicting terms may be added by Attachment. Contractors may not require any additional agreements, engagement letters, contract forms or other additional terms as part of this Contract without prior Department approval. Click on hyperlinks for definitions, instructions and legal requirements that are incorporated by reference into this Contract. An electronic copy of this form is available at www.mass.gov/osc under [Guidance For Vendors - Forms](#) or www.mass.gov/osc under [OSD Forms](#).

CONTRACTOR LEGAL NAME: MorphoTrust USA, LLC (and d/b/a): Legal Address: (W-9, W-4, T&C): 296 Concord Road, Bilierica, MA 01821 Contract Manager: Sam Gallo E-Mail: sgallo@morphotrust.com Phone: 978-215-2400 Fax: 978-215-2406 Contractor Vendor Code: VCU000193131 Vendor Code Address ID (e.g. "AD001"): AD001 (Note: The Address ID Must be set up for EFT payments.)	DEPARTMENT NAME: Massachusetts Department of Transportation MMARS Department Code: DOT Business Mailing Address: 10 Park Plaza, Suite 5231 Billing Address (if different): Boston, MA 02116 Contract Manager: Jenn Cadorette E-Mail: Jenn.Cadorette@state.ma.us Phone: 857-368-9960 Fax: 857-368-0622 MMARS Doc ID(s): INTFOCX02016JAN0042 RFR/Procurement or Other ID Number: DOT-RMV-Driver License Procurement
<input checked="" type="checkbox"/> NEW CONTRACT	
PROCUREMENT OR EXCEPTION TYPE: (Check one option only) <input type="checkbox"/> Statewide Contract (OSD or an OSD-designated Department) <input type="checkbox"/> Collective Purchase (Attach OSD approval, scope, budget) <input checked="" type="checkbox"/> Department Procurement (includes State or Federal grants 815 CMR 2.00) (Attach RFR and Response or other procurement supporting documentation) <input type="checkbox"/> Emergency Contract (Attach justification for emergency, scope, budget) <input type="checkbox"/> Contract Employee (Attach Employment Status Form , scope, budget) <input type="checkbox"/> Legislative/Legal or Other: (Attach authorizing language/justification, scope and budget)	
<input type="checkbox"/> CONTRACT AMENDMENT	
Enter Current Contract End Date Prior to Amendment: <u>20</u> Enter Amendment Amount: \$ <u>(or "no change")</u> AMENDMENT TYPE: (Check one option only. Attach details of Amendment changes.) <input type="checkbox"/> Amendment to Scope or Budget (Attach updated scope and budget) <input type="checkbox"/> Interim Contract (Attach justification for Interim Contract and updated scope/budget) <input type="checkbox"/> Contract Employee (Attach any updates to scope or budget) <input type="checkbox"/> Legislative/Legal or Other: (Attach authorizing language/justification and updated scope and budget)	
The following MassDOT TERMS AND CONDITIONS (T&C) has been executed, filed with CTR and is incorporated by reference into this Contract. <input checked="" type="checkbox"/> MassDOT Terms and Conditions <input type="checkbox"/> Commonwealth Terms and Conditions For Human and Social Services	
COMPENSATION: (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for MassDOT/Commonwealth owed debts under 815 CMR 9.00. <input checked="" type="checkbox"/> Rate Contract (No Maximum Obligation. Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.) <input type="checkbox"/> Maximum Obligation Contract Enter Total Maximum Obligation for total duration of this Contract (or new Total if Contract is being amended). \$ <u> </u>	
PROMPT PAYMENT DISCOUNTS (PPD): Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting accelerated payments must identify a PPD as follows: Payment issued within 10 days <u>0.25</u> % PPD; Payment issued within 15 days <u>0</u> % PPD; Payment issued within 20 days <u>0</u> % PPD; Payment issued within 30 days <u>0</u> % PPD. If PPD percentages are left blank, identify reason: <input type="checkbox"/> agree to standard 45 day cycle <input type="checkbox"/> statutory/legal or Ready Payments (G.L. c. 29, § 23A); <input type="checkbox"/> only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy)	
BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT: (Enter the Contract title, purpose, fiscal year(s) and a detailed description of the scope of performance or what is being amended for a Contract Amendment. Attach all supporting documentation and justifications.) <i>Driver's License ID card production and associated services, card production photo imaging, and ID card at RMV locations FY17</i>	
ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations: <ul style="list-style-type: none"> <input checked="" type="checkbox"/> 1. may be incurred as of the Effective Date (latest signature date below) and no obligations have been incurred prior to the Effective Date. <input type="checkbox"/> 2. may be incurred as of <u> </u>, 20<u> </u>, a date LATER than the Effective Date below and no obligations have been incurred prior to the Effective Date. <input type="checkbox"/> 3. were incurred as of <u> </u>, 20<u> </u>, a date PRIOR to the Effective Date below, and the parties agree that payments for any obligations incurred prior to the Effective Date are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments further releases the Commonwealth and MassDOT from further claims related to these obligations. 	
CONTRACT END DATE: Contract performance shall terminate as of <u>10/23, 2011</u> , with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.	
CERTIFICATIONS: Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor makes all certifications required under the attached Contractor Certifications (incorporated by reference if not attached hereto) under the pains and penalties of perjury, agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the MassDOT Terms and Conditions , this Standard Contract Form including the Instructions and Contractor Certifications , the Request for Response (RFR) or other solicitation, the Contractor's Response, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in 801 CMR 21.07 , incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.	
AUTHORIZING SIGNATURE FOR THE CONTRACTOR: X: <u><i>[Signature]</i></u> Date: <u>8/26/15</u> (Signature and Date Must Be Handwritten At Time of Signature) Print Name: <u>Robert Eckel</u> Print Title: <u>President and Chief Executive Officer</u>	AUTHORIZING SIGNATURE FOR MassDOT: X: <u><i>[Signature]</i></u> Date: <u>8/20/15</u> (Signature and Date Must Be Handwritten At Time of Signature) Print Name: <u>Stephanie Pollack</u> Print Title: <u>Secretary and CEO</u>



Charles D. Baker, Governor
Karyn E. Polito, Lieutenant Governor
Stephanie Pollack, MassDOT Secretary & CEO

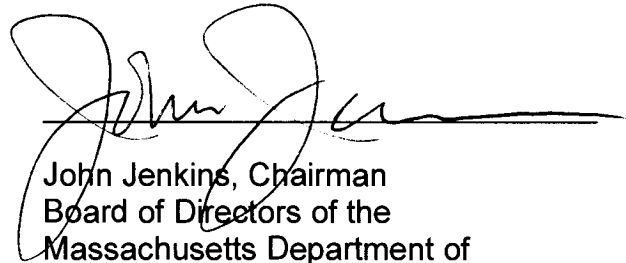
massDOT
Massachusetts Department of Transportation

I, John Jenkins, Chair of the Board of Directors of the Massachusetts Department of Transportation, hereby certify that, at a Meeting of the Board of Directors of the Massachusetts Department of Transportation, acting under the provisions of Chapter 6C and 161A of the General Laws, as amended to date, duly called and held on the eleventh day of March 2015, at which the board was present, the following Vote was adopted:

VOTED: to authorize the Secretary/CEO to execute in the name of and on behalf of the Massachusetts Department of Transportation, and in a form approved by the General Counsel, a contract with MorphoTrust an amount not to exceed \$40 million to fund branch office DL/ID card equipment (including hardware and software); credential manufacture and delivery; knowledge and road test hardware and software; self-service kiosks; and training services.

A true copy,

Attest: March 11, 2015



John Jenkins, Chairman
Board of Directors of the
Massachusetts Department of
Transportation

ATTACHMENT _____

Justification for Zero Dollar (\$0.00) Pre-Production Staging Period Through October 22, 2016.

Registry of Motor Vehicles and Morpho Trust LLC Contract #: 90042 :

Please be advised that the Registry of Motor Vehicles has procured the services of Morpho Trust, LLC to produce driver licenses. The current contract with Morpho Trust to produce driver licenses will expire on January of 2016; however, it has been extended and it will now not expire until the October 22, 2016. A new contract has been procured which will become effective October 23, 2016. In order to prepare for the commencement new driver license contract, Morpho Trust must purchase a vast number of workstations and equipment prior to the new contract's effective date. As such, , MassDOT and Morpho agree to commence the new contract, at no fee, immediately, thereby enabling MassDOT to issue a Notice to Proceed, for no fee (\$0.00 dollars) as a pre-production period with no obligations incurred or payments for any work during this period, and that payments for license production fees will commence in accordance with the terms of the contract effective October 23, 2016, whereupon MassDOT will begin paying Morpho a new driver license production fee. All compensation for any performance is outlined in the contract license fees and Morpho Trust may not at any time or under any circumstances bill or charge the Registry for any additional charges or amounts for pre-production activities or obligations incurred by Morpho in preparation for contract performance as of October 26, 2016.

STATEMENT OF WORK
BETWEEN
THE REGISTRY OF MOTOR VEHICLES DIVISION OF THE MASSACHUSETTS DEPARTMENT OF
TRANSPORTATION
AND
MORPHOTRUST USA LLC.
FOR THE
DRIVER'S LICENSE/ID CARD PRODUCTION & ASSOCIATED SERVICES

1 INTRODUCTION

The following document will serve as a statement of work (SOW) between the Registry of Motor Vehicles Division of the Massachusetts Department of Transportation (MassDOT/RMV Division) and MorphoTrust USA, LLC (MorphoTrust) to apply to work on the Driver's License/ID Card Production & Associated Services (DL/ID Card Production). Work effort under this SOW will be limited to service activities relating to the implementation of DL/ID Card Production in the Commonwealth of Massachusetts. The entire agreement between the parties (the "Agreement") consists of the following documents in the following order of precedence: (1) the MassDOT Terms and Conditions; (2) the MassDOT Standard Contract Form; (3) RFR # DOT-RMV_DriverLicenseProcurement_FY15_001; (4) MorphoTrust's response thereto; (5) Request for Best-and-Final Offer of February 5, 2015 and (6) MorphoTrust's response thereto and this SOW.

2 OVERVIEW, EFFECTIVE DATE AND TERM

Scope Overview: DL/ID card production solution services include data capture, image capture, vision testing, signature capture, and manufacturing of the DL/ID cards. Other services and equipment include facial recognition, document authentication, document imaging, knowledge and road test solutions kiosks, and training.

The term of this agreement shall be 60 months commencing on October 23, 2016 and ending on October 23, 2021.

3 SINGLE POINT OF CONTACT

MorphoTrust and MassDOT will each assign a single point of contact with respect to this SOW. It is anticipated that the contact person will not change during the period the SOW is in force. In the event that a change is necessary, the party requesting the change will provide prompt written notice to the other. In the event a change occurs because of a non-emergency, two-week written notice is required. For a change resulting from an emergency, prompt notice is required. MorphoTrust's contact person is Robert Eckel, President, who can be reached at 978-215-2525 or by email: beckel@MorphoTrust.com.

MassDOT's contact is Adrienne B. Gerlach, Deputy Registrar, Operations who can be reached at Registry of Motor Vehicles, 25 Newport Avenue Extension, North Quincy, MA 02171, telephone: 857-368-7953, email: Adrienne.gerlach@dot.state.ma.us. Any alteration in MassDOT personnel will be announced by written notice from MassDOT to MorphoTrust submitted by mail. No amendment to this SOW will be required.

4 SYSTEM SECURITY

As part of its work effort, MorphoTrust will be required to use MassDOT/Commonwealth data and IT resources in order to fulfill part of its specified tasks. For purposes of this work effort, "MassDOT/Commonwealth Data" shall mean data provided by the MassDOT to MorphoTrust, which may physically reside at a Commonwealth or MassDOT or MorphoTrust location. In connection with such data, MorphoTrust will implement commercially reasonable safeguards necessary to:

- Prevent unauthorized access to MassDOT/Commonwealth Data from any public or private network
- Prevent unauthorized physical access to any information technology resources involved in the development effort and

- Prevent interception and manipulation of data during transmission to and from any servers.

MorphoTrust will notify MassDOT immediately if any potential or actual breaches to the system occur.

5 ACCEPTANCE OR REJECTION PROCESS

Within ten (10) working days of receipt of each deliverable, the MassDOT Project Manager will notify MorphoTrust, in writing, of the acceptance or rejection of said deliverable using the acceptance criteria specified in this section. A form signed by MassDOT shall indicate acceptance. MorphoTrust shall acknowledge receipt of acceptance forms in writing. Any rejection will include a written description of the defects of the deliverable. Acceptance of a software deliverable is wholly contingent upon certification from a third party vendor, engaged by MassDOT, that the deliverable meets all MassIT Accessibility Standards set forth in the MassDOT Standard Contract Form. In the event that the third party accessibility testing exceeds 10 working days from the date of the MorphoTrusts submission of the deliverable, such delay will not result in a penalty assessed against either MorphoTrust or MassDOT.

MorphoTrust will, upon receipt of such rejection, act diligently to correct the specified defects and deliver an updated version of the deliverable to the MassDOT. MassDOT will then have an additional 5 (five) business days from receipt of the updated deliverable to notify MorphoTrust, in writing, of the acceptance or rejection of the updated deliverable. Any such rejections will include a description of the way in which the updated deliverable fails to correct the previously reported deficiency. Failure of MassDOT to reject a deliverable within the above specified notification periods will constitute acceptance by the MassDOT of said deliverable. Following any acceptance of a deliverable which requires additional work to be entirely compliant with the pertinent specifications, and until the next delivery, MorphoTrust will use reasonable efforts to provide a prompt correction or workaround.

6 PROJECT MANAGEMENT

6.1 Project Managers

6.1.1 MassDOT Project Manager

The MassDOT-IT project sponsor will be Jason Maffetore, Director of RMV Applications. Project management of this engagement will be performed by MassDOT IT.

The MassDOT-IT project manager will:

- Work closely with the MorphoTrust Project Manager to ensure successful completion of the project.
- Consult with the MorphoTrust Project Manager to develop the Project Management Plan.
- Review weekly status reports and schedule weekly meetings with MorphoTrust, as necessary.
- Coordinate participation from RMV, MassDOT IT, MassIT, and Deloitte as required during the engagement.
- Acquire MassDOT-IT project team members as needed.
- Coordinate MassDOT-IT review of the deliverables and sign an acceptance form to signify acceptance for each accepted deliverable.

MassDOT-IT's Project Manager reports to Jason Maffetore, MassDOT IT's Project Sponsor, who reports to John Primerano, MassDOT IT Deputy Chief Information Officer, who reports to Gary Foster, MassDOT Chief Information Officer.

MassDOT IT Project Manager will work directly with the MorphoTrust Project Manager. The designated MassDOT official will sign this SOW and all amendments hereto on behalf of MassDOT.

6.1.2 Vendor Project Manager

The MorphoTrust Project Manager will be Scott Allard. Responsibilities will include:

- Serve as an interface between the MassDOT Project Manager and all MorphoTrust personnel participating in this engagement.

- Develop and maintain the Project Management Plan, in consultation with the MassDOT Project Manager.
- Facilitate regular communication with the MassDOT Project Manager, including weekly status reports/updates, and review the project performance against the project plan.
- Facilitate weekly project status meetings for the duration of the engagement.
- Update the project plan on a weekly basis and distribute at weekly meetings for the duration of the engagement.
- Sign acceptance forms to acknowledge their receipt from MassDOT.
- Be responsible for the management and deployment of MorphoTrust personnel.

MorphoTrust's Project Manager reports to Mario Cesar, V.P., Program Management who reports to John Sennott SVP, Identity Solutions. Mr. Sennott reports to Bob Eckel, CEO and President, being an authorized signatory named in the MorphoTrust's response to the RFR, will sign this SOW and all amendments thereto on behalf of MorphoTrust.

6.2 Issue Resolution

The project managers from each organization bear the primary responsibility for ensuring issue resolution. If they mutually agree that they are unable to resolve an issue, they are responsible for escalating the issue to the points of contact named in paragraph 3 of this Statement of Work and the parties' legal representation.

6.3 Changes in Task Order Scope of Work

The project manager who would like to request a change in scope for this engagement will provide the suggested change in writing to the other team's project manager. The project managers will jointly determine whether the change impacts the schedule. The parties can mutually agree to the change through a written amendment to this SOW.

6.4 Key Personnel

MorphoTrust agrees to provide the following personnel for the following amounts of time for the duration of this project:

**TABLE 1
KEY PERSONNEL**

Staff Members	Role	Time Commitment expressed as percentage of full time
John Sennott	Program Executive - SVP, Identity Solutions	5%
Scott Allard	Project Manager - MA DL/ID Program	100%
Munira Bello	Project Lead	100%
Donald Matchinski	Project Lead	100%
Leo Kenen	System Engineer	75%
Gilbert Hayes	Engineering Lead - Issuance Manager/Document Storage	50%
Ken Banks	Training Manager	10%
Erik Hjerpe	Deployment Manager	20%

MorphoTrust will assign all of the foregoing personnel to this engagement on the time basis set forth in Table 1. In the event that a change is necessary, MorphoTrust's Project Manager will provide prompt written notice to MassDOT's Program Manager of the proposed change. If the personnel change is a result of a non-emergency, two-week written notice shall be provided by MorphoTrust's Project Manager Execution Copy

to MassDOT's Program Manager. For personnel changes that result from an emergency, prompt written notice shall be provided by MorphoTrust's Project Manager. MassDOT's Program Manager has the right to accept or reject all personnel.

6.5 Equipment, Work Space, Office Supplies

MassDOT will provide workspace, cubicles, standard office equipment, and standard network connectivity provided to state employees for MorphoTrust team members working on-site for activities defined in task orders, as required by this SOW. MorphoTrust will submit a list of employees who will need access to the building and to state systems as required for execution of this SOW. Any MorphoTrust employees who have access to IT resources must comply with the "Acceptable Use Policy" (see www.mass.gov/itd) or any alternative Acceptable Use Policy adopted by the MassDOT.

6.6 Related Project Knowledge

In addition to the "Statewide Contract IT Specifications" MorphoTrust shall, prior to commencing any other work under this SOW, become familiar with all of the documents referenced in paragraph 1 of this Statement of Work.

6.7 Intellectual Property Agreement for Vendor's Employees, Contractors and Agents

MorphoTrust shall ensure that all MorphoTrust personnel providing services under this SOW, regardless of whether they are MorphoTrust's employees, contractors, or agents, shall, prior to rendering any services under this SOW, sign the "Intellectual Property Agreement for Vendor's Employees, Contractors and Agents," and return signed copies of the same to MassDOT's Project Manager prior to the delivery of any services under this SOW.

7 ADDITIONAL TERMS

7.1 Definitions

The terms used in this SOW, unless defined herein, shall have the meaning ascribed to them in the other documents that constitute the Agreement between the parties.

7.2 Code Review

MorphoTrust shall comply with any code review policy adopted by the MassDOT-IT.

7.3 Warranty

MorphoTrust makes the following warranties with respect to any deliverables delivered under this SOW: (1) Vendor's services shall be performed in a professional and workmanlike manner and in accordance with the specifications and description of services as set forth in the Agreement; (2) the deliverables will substantially conform with the deliverable descriptions set forth in this SOW; (3) all media on which MorphoTrust provides any software under this Agreement shall be free from defects; and (4) all software delivered by MorphoTrust under this Agreement shall be free of Trojan horses, back doors, and other malicious code.

7.4 Title and Intellectual Property Rights

7.4.1 Definition of Property

The intellectual property required by MorphoTrust to develop, test, and install the Driver's License ID Card Production System (hereinafter the "Property") may consist of computer programs (in object and source code form), scripts, data, documentation, the audio, visual and audiovisual content related to the layout and graphic presentation of the Driver's License ID Card Production System, text, photographs, video, pictures, animation, sound recordings, training materials, images, techniques, methods, algorithms, program images, text visible on the Internet, HTML code and images, illustrations, graphics, pages, storyboards, writings, drawings, sketches, models, samples, data, other technical or business information, and other works of authorship fixed in any tangible medium.

7.4.2 Source of Property

The development of the Driver's License ID Card Production System will involve intellectual property derived from three different sources: (1) that developed by MorphoTrust for the open market (i.e. MorphoTrust's commercial off the shelf software); (2) that developed by MorphoTrust for other individual clients, or for internal purposes prior to the Effective Date of this Statement of Work or other pre-existing intellectual property; and (3) developed by MorphoTrust specifically for the purposes of fulfilling its obligations to MassDOT under the terms of this Statement of Work and all other documents listed in Section 1 of this Statement of Work. This section of the Statement of Work addresses exclusively ownership rights in the second and third categories of intellectual property.

7.4.3 Contractor Property and License

MorphoTrust will retain all right, title and interest in and to all Property developed by it, i) for clients other than the Commonwealth, and ii) for internal purposes and all pre-existing intellectual property of any kind, including all copyright, patent, trade secret, trademark and other intellectual property rights created by MorphoTrust in connection with such work (hereinafter the "Contractor Property"). MassDOT acknowledges that its possession, installation or use of Contractor Property will not transfer to it any title to such property.

MassDOT acknowledges that the Contractor Property contains or constitutes commercially valuable and proprietary trade secrets of the Contractor, the development of which involved the expenditure of substantial time and money and the use of skilled development experts. MassDOT acknowledges that the Contractor Property is being disclosed to MassDOT to be used only as expressly permitted under the terms of the license described in the associated Statement of Work. MassDOT will take no affirmative steps to disclose such information to third parties, and, if required to do so under the Commonwealth's Public Records Law, M.G.L. c. 66, § 10, or by legal process, will promptly notify MorphoTrust of the imminent disclosure so that MorphoTrust can take steps to defend itself against such disclosure.

Except as expressly authorized in the associated Statement of Work, MassDOT will not copy, modify, distribute or transfer by any means, display, sublicense, rent, reverse engineer, decompile or disassemble the Contractor Property.

MorphoTrust grants to MassDOT a fully-paid, royalty-free, non-exclusive, non-transferable, worldwide, irrevocable, perpetual, license to make, have made, use, reproduce, distribute, modify, publicly display, publicly perform, digitally perform, transmit, in any media now known or hereafter known, but only to the extent reasonably necessary for MassDOT's exploitation of the deliverables to be developed. During the term of the associated Statement of Work and immediately upon any expiration or termination thereof for any reason, MorphoTrust will provide to MassDOT the most current copies of any Contractor Property to which MassDOT has rights pursuant to the foregoing, including any related documentation.

Notwithstanding anything contained herein to the contrary, and notwithstanding MassDOT's use of the Contractor Property under the license created herein, MorphoTrust shall have all the rights and incidents of ownership with respect to the Contractor Property, including the right to use such property for any purpose whatsoever and to grant licenses in the same to third parties.

7.4.4 Commonwealth Property

In conformance with the MassDOT's Standard Terms and Conditions, on the date on which MassDOT reimburses MorphoTrust for a deliverable developed solely for MassDOT and accepted by MassDOT under the terms of this Statement of Work, all of MorphoTrust's right, title and interest in all Property developed by MorphoTrust under the terms of this Statement of Work solely for purposes of creating the deliverables described in this Statement of Work shall pass to and vest in the Commonwealth, including all copyright, patent, trade secret, trademark and other intellectual property rights created by MorphoTrust in connection with such work and any causes of action relating to or based upon such work (hereinafter the "Commonwealth Property"). MorphoTrust hereby assigns to the Commonwealth, as of the date on which MassDOT reimburses MorphoTrust for such deliverables, all intellectual property rights that it may now or hereafter possess in the Commonwealth Property related to such deliverable and all derivative works thereof. MorphoTrust also agrees to execute all documents and take all actions that may be necessary to confirm such rights, including providing any code as set forth in Section 7.8 used exclusively to develop such deliverables for MassDOT and the documentation for such code.

MorphoTrust acknowledges that there are currently and that there may be future rights that the Commonwealth may otherwise become entitled to with respect to Commonwealth property that does not yet exist, as well as new uses, media, means and forms of exploitation, current or future technology yet to be developed, and that MorphoTrust specifically intends the foregoing ownership or rights by the Commonwealth to include all such now known or unknown uses, media and forms of exploitation.

With respect to web site development contracts, MassDOT will bear sole responsibility for registering the software or system domain name or URL, applying for any trademark registration relating to the software or system domain name or URL and applying for any copyright registration related to its copyright ownership with respect to any Commonwealth Property.

MorphoTrust agrees to take such actions as may be reasonably requested by MassDOT to evidence the transfer of ownership of or license to intellectual property rights described in this section.

7.4.5 Clearances

MorphoTrust will represent and warrant to MassDOT that it has obtained all rights, grants, assignments, conveyances, licenses, permissions and authorizations necessary or incidental to any materials owned by third parties supplied or specified by it for incorporation in the deliverables to be developed.

7.4.6 Third-party Intellectual Property

If the deliverables contain or will contain any third-party intellectual property to which the Contractor intends to provide a sublicense, the Contractor must provide copies of all such sublicense agreements as early in the process as possible. The sublicense agreements must be included in the Contractor's initial quotation to the Contracting Department, or, if the requirement to utilize sublicensed intellectual property is not known at the outset of the project, as soon as the requirement becomes known. Sublicenses to third-party intellectual property can ONLY be provided if they are provided at no charge to the Commonwealth.

7.5 MassDOT's Responsibilities

In addition to the tasks set forth in "Equipment, Work Space, Office Supplies," MassDOT shall be responsible for the responsibilities listed in the RFR, Morphotrust's response thereto, and this SOW.

7.6 Project Management

MorphoTrust's practices and procedures for project planning, tracking, reporting and management, are defined in its response to the RFR included by reference in this document.

7.7 Software Configuration Management Procedures

MorphoTrust shall control access and updates to their software during development as defined in its response to the RFR included by reference in this document.

7.8 Source Code

In the event of any change in control of MorphoTrust, under which the acquiring entity does not assume this agreement or the bankruptcy of MorphoTrust MassDOT shall have the right of access to MorphoTrust source code necessary to facilitate access to MassDOT data held within MorphoTrust software.

7.9 Additional CORI check requirements

MorphoTrust will be responsible for background checks including a CORI check of all Morpotrast personnel who will have access to personally identifiable information and credit card information held by MassDOT. Further, MorphoTrust agrees to run repeat background checks at least once a year.

8 MorphoTrust TASKS AND DELIVERABLES

This section describes the tasks and deliverables that MorphoTrust will provide to MassDOT and the tasks that MorphoTrust will complete by the end of the engagement described in this SOW. Deliverables will be considered “complete” when all the acceptance criteria set forth in this SOW have been met or the prescribed review period for each deliverable or task has expired without written response from MassDOT. The task/deliverable numbers are referred to in subsequent sections throughout this SOW.

All written documents shall be delivered in machine-readable format, capable of being completely and accurately reproduced by computer software on a laser printer. All itemized and/or annotated lists shall be delivered in computer spreadsheets, capable of being imported into Microsoft Excel 2010. Meetings must be scheduled at least three full business days in advance, with reasonable accommodation of attendees’ schedules. All meeting results will be described in a follow-up report generated by the MorphoTrust project manager and approved by the MassDOT project manager.

8.1 Deliverables and Tasks

**TABLE 2
Deliverables and Tasks**

Deliverable or Task	Description and Metrics of Acceptance
1 Branch Office	<p>Description: Task Order covering Branch Office Scope including hardware, software, documentation and services required for the Branch Office solution and System Integration, Training, and Deployment (includes data capture, image capture, signature capture, payment devices, vision testing, document authentication and document imaging)</p> <p>Metric of Acceptance: All Branch Office Locations rolled out with new equipment, (acceptance of rollout completion will be captured for each branch office location).</p>
2. Road Test	<p>Description: Task Order covering Road Test Scope including hardware, software, documentation and services required for the Road Test solution and System Integration, Training, and Deployment.</p> <p>Metric of Acceptance: All Road Test Locations rolled out with new equipment, (acceptance of rollout completion will be captured for each Road Test location).</p>
3.0 Card Design & Manufacturing	<p>Description: Task Order covering new card design and associated card manufacturing Scope including Primary and Disaster Recovery Factory and Expedite Processing</p> <p>Metric of Acceptance: Cutover card manufacturing from existing card design to new card design for both Primary and Secondary factories, inclusive of expedited processing.</p>
4.0 Automated Knowledge Testing	<p>Description: Task Order covering Automated Knowledge Testing Scope including hardware, software, documentation and services required for the Automated Knowledge Testing solution and System Integration, Training, and Deployment.</p> <p>Metric of Acceptance: All branch office locations with automated knowledge testing rolled out with new equipment, (acceptance of rollout completion will be captured for each</p>

5.0 Back Office	Automated Knowledge Testing location). Description: Task Order covering back office scope including hardware, software, documentation and services associated with Facial Recognition, Gated Issuance/Issuance Management, and Reporting Infrastructure (Data Warehouse) components and System Integration, Training, and Deployment. Metric of Acceptance: Facial Recognition, Gated Issuance/Issuance Management, and Reporting systems live (System Acceptance Complete and signed-off).
6.0 Kiosk (expanded transactions)	Description: Task Order covering Kiosk Scope (adding new transactions to existing DL/ID renewals and duplicates) including hardware, software, documentation and services required for the Kiosk solution and System Integration, Training, and Deployment. Metric of Acceptance: All Kiosk Locations rolled out with new equipment, (acceptance of rollout completion will be captured for each branch office location).

Table 3 below shows the dates on which tasks and deliverables set forth in Table 2 must be delivered to MassDOT

8.2 Milestones

TABLE 3
Delivery Milestones

Deliverable or Task Number	Deliverable or Task Name	Delivery Date
	Road Test	
	Project Kickoff	Tue 9/1/15
	Requirements & Planning Complete	Wed 11/11/15
	Development Complete	Mon 1/18/16
	QA Test Complete	Fri 3/11/16
	UAT Complete	Fri 4/8/16
	Pilot Complete	Fri 4/22/16
	Deployment Complete	Mon 6/6/16
	Branch Offices	
	Project Kickoff	Mon 6/1/15
	Requirements & Planning Complete	Mon 6/29/15
	Development Complete	Mon 10/5/15
	QA Test Complete	Tue 12/8/15
	UAT Complete	Tue 12/22/15
	Pilot Complete	Thu 1/28/16
	Deployment Complete	Fri 3/25/16
	Card Design & Manufacturing	

	Project Kickoff	Mon 6/1/15
	Card Design Approval	Tue 3/1/16
	Card Verification Test Complete	Mon 6/6/16
	UAT Complete	Mon 6/27/16
	Factory / Card Design Go Live	Fri 6/24/16
	Knowledge Test	
	Project Kickoff	Mon 6/1/15
	Requirements & Planning Complete	Tue 8/11/15
	Development Complete	Tue 10/27/15
	QA Test Complete	Tue 11/24/15
	UAT Complete	Fri 12/18/15
	Pilot Complete	Fri 1/15/16
	Deployment Complete	Tue 3/1/16
	Back Office	
	Project Kickoff	Thu 10/1/15
	Requirements & Planning Complete	Tue 11/24/15
	Development Complete	Mon 7/18/16
	QA Test Complete	Mon 9/12/16
	UAT Complete	Tue 11/1/16
	Pilot Complete	Wed 11/16/16
	Deployment Complete	Fri 12/9/16
	Kiosk (expanded transactions)¹	
	Project Kickoff	Mon 8/3/15
	Requirements & Planning Complete	Tue 9/29/15
	Development Complete	Mon 3/14/16
	QA Test Complete	Fri 5/13/16
	UAT Complete	Fri 5/27/16
	Pilot Complete	Tue 6/21/16
	Deployment Complete	Thu 7/21/16

Assumption: Final project delivery milestones will be mutually reviewed and agreed by MorphoTrust and MA DOT for each of the work streams during project planning phase of each project. Delivery of milestones may legitimately deviate from this document, but must be mutually agreed to in writing no less than 30 days in advance of a projected delay. Penalties for delay are defined within the RFR.

9 Payment Terms

MorphoTrust agrees to invoice the RMV Division of MassDOT for the deliverables or work completed per the requirements set forth in the appropriate Task Order. The RMV Division of MassDOT will make payments to MorphoTrust only after receiving an accurate invoice for deliverables completed and accepted pursuant to Section VI of this SOW. Payments for specific tasks and deliverables shall be made in accordance with Table 4 below.

<u>Deliverable or Task Number</u>	<u>Deliverable or Task Name</u>	<u>Milestone Payment</u>
	<u>Start of New Contract(07/23/2016)</u>	<u>3.64 Price Per Card(\$3.91 Less Back Office)</u>
	<u>Back Office- effective upon delivery of this milestone as described in</u>	<u>Addition of \$0.27</u>

¹ The RMV Division is currently piloting ten self-service kiosks for DL/ID renewal and duplicates. As part of this contract, the RMV Division has the option to purchase additional kiosks that perform DL/ID renewal and duplicate transactions. The kiosk deliverable listed in Table 3 refers to expanding transactions types beyond what is currently offered.

	<u>Table 3</u>	<ul style="list-style-type: none"> - <u>Facial Recognition: \$0.16</u> - <u>Issuance Manager: \$0.06</u> - <u>Reporting/Data Warehouse: \$0.05</u>

Payments will be made in accordance with the Commonwealth's bill paying policy.

A deliverable or task will be considered "completed" when MassDOT has determined that the acceptance criteria for that specific deliverable or task have been met as specified in Table 2 of this SOW.

10 Liquidated Damages

MorphoTrust shall agree that in the event that it is unable to deliver on time any of the mandatory requirements under this SOW and the agreed to milestones in Table 3, the awarded Bidder shall be liable to the RMV Division for Liquidated Damages. The RMV Division will work with MorphoTrust to establish project milestones that will be used to gauge the overall progress of the project. There will be no damages assessed for missing intermediate project milestones. However, the final implementation of all DL/ID solution components shall be completed on or before October 23, 2016, except Back Office which will be completed December 9, 2016. If all system components are not fully implemented and operational by this date, the Bidder will be responsible to the RMV Division for all increased card costs incurred by the RMV Division, and for damages for each day the DL/ID solution is not fully implemented as follows:

- \$2,000 per day after October 23, 2016 except back office which will be completed December 9, 2016

11 Accessibility

11.1 Compliance with Standards

MorphoTrust shall ensure that all deliverables delivered under this agreement adhere to (1) the Section 508 Standards for Electronic and Information Technology Accessibility, 36 C.F.R. §1194, issued under Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794(d)) (the "Section 508 Standards"), and (2) the Web Accessibility Standards, (the "MassIT Standards") issued by the Commonwealth of Massachusetts' MassIT Division ("MassIT"), available online at www.mass.gov/itd. For purposes of this Agreement, MorphoTrust's obligations pertaining to these standards shall be limited to those subsections thereof that have been certified by MassIT and the Massachusetts Office on Disability as objective and measurable. Such subsections shall be posted by MassIT at www.mass.gov/itd. The Section 508 and MassIT Standards may be modified from time to time, and Vendor is responsible for compliance with the most current version in effect on the date that MorphoTrust executes this Agreement.

11.2 Training

MorphoTrust shall coordinate with the RMV Division in the identification of all prospective attendees at MorphoTrust training who require accommodation, and shall cooperate with the RMV Division in its provision of such accommodation.

All technical and user documentation and any additional training material delivered by MorphoTrust under this Agreement shall include alternative keyboard commands that may be substituted for mouse commands. Any documentation delivered under this Agreement and wholly owned by the RMV Division shall be in an agreed-upon editable format.

11.3 AT/IT Environment List

A list will be provided on launch of the first task order in this Statement of Work describing the specific assistive technology (AT) (including class, brand, and version) and specific desktop configuration against which MorphoTrust's deliverables will be tested under this Agreement (the "AT/IT Environment List").

11.4 Software Developed under the Agreement

Prior to commencing any design work under this Agreement, MorphoTrust's Project Manager and design professionals shall meet with MassDOT's project manager to review the Section 508 and MassIT Standards, and the AT/IT Environment List, and to discuss their impact on the design process. It is acknowledged that the software currently in use by the RMV Division, which is a shared and hybrid software will continue in use until the RMV Modernization project is deployed and the RMV Division has provided written notice to MorphoTrust of the anticipated date of deployment. MorphoTrust will work diligently to ensure that the cut-over from the current software to new software will be achieved seamlessly and without disruption to RMV Division customers.

MorphoTrust shall test every software deliverable delivered under this Agreement, including the custom code created to customize commercial off the shelf software (COTS) (collectively, "Deliverables"), and any updates, new releases, versions, upgrades, improvements, bug fixes, patches or other modifications to the software ("Enhancements") developed under this agreement, against Section 508 and MassIT Standards, and for interoperability with the AT and IT environment listed in the AT/IT Environment list. At the time each such Deliverable or Enhancement is delivered to MassDOT, MorphoTrust shall deliver to MassDOT and the MassIT Accessibility Laboratory (the "MassIT ATL") the results of such testing.

In addition, Vendor shall cooperate with the MassIT ATL, and any Accessibility Testing Vendor engaged by the MassIT ATL, or by MassDOT under the supervision of the MassIT ATL, in the performance of testing. The MassIT ATL, any Accessibility Testing Vendor engaged by the MassIT ATL, or by MassDOT under the supervision of the MassIT ATL, shall test each Deliverable or Enhancement against the Section 508 and ITD Standards, and for interoperability with the AT and the IT environment described in the AT/IT Environment List. The MassIT ATL shall certify such deliverables or Enhancements as compliant with the Section 508 and the MassIT Standards, and interoperable with the AT and environment described in the AT/IT Environment List.

MorphoTrust shall be responsible for curing each instance in which its deliverables fail to comply with the Section 508 or MassIT Standards. Vendor shall use best efforts to cooperate with MassDOT, the MassIT ATL, and any pertinent AT vendor to correct any problems identified during such testing with the interoperability of the Deliverables or Enhancements with the AT and the IT environment specified in the AT/IT Environment List.

11.5 COTS and ASP Software

MorphoTrust shall conduct testing against the Section 508 and ITD Standards, and for interoperability with the AT and IT environment listed in the AT/IT Environment list, on all COTS referenced in MorphoTrust's bid that must be acquired by MassDOT through another agreement (such as the Commonwealth's statewide software reseller agreement) in order to implement the system to be delivered by MorphoTrust under this Agreement, and all COTS (including for purposes of this section COTS configured by MorphoTrust), or software to be provided by MorphoTrust or its subcontractors in their capacity as application service providers (ASP), delivered under this agreement, and any Enhancements thereto or new versions thereof, prior to its delivery to MassDOT (collectively, COTS and ASP Software). Vendor shall deliver to both MassDOT and the MassIT ATL the results of such testing with each delivery of COTS or ASP Software.

MorphoTrust need not conduct such tests for COTS and ASP Software for which accessibility testing has already been conducted and test results have already been provided to the MassIT ATL. Instead, MorphoTrust shall provide notice to MassDOT that such software has already been certified by the MassIT ATL. The notice shall include the name of the software or Enhancement, and the date the software was so certified.

The MassIT ATL, or any Accessibility Testing Vendor engaged by the MassIT ATL, or by MassDOT under the supervision of the MassIT ATL, shall test such software for accessibility against the Section 508 Standards and the MassIT Standards, and for interoperability with the specific AT and the IT environment set forth in the AT/IT Environment List. The MassIT ATL shall certify as accessible all software so tested that complies with the Section 508 Standards and the MassIT Standards, and is interoperable with the AT and the environment specified in the AT/IT Environment List, and shall maintain a central web-based list of certified software for use by the MassDOT.

MorphoTrust shall be responsible for curing each instance in which its deliverables fail to comply with the Section 508 and MassIT Standards. Vendor shall use best efforts to cooperate with MassDOT, the MassIT ATL, and any pertinent AT vendor to correct any problems identified during such testing with the interoperability of the Deliverables or Enhancements with the AT and the IT environment specified in the AT/IT Environment List.

MorphoTrust shall not deliver COTS or ASP software under this Agreement that fails to meet such standards unless it has documented (1) that it has performed due diligence in seeking accessible alternative COTS or ASP Software, offering equivalent features and functionality to the inaccessible COTS or ASP Software, for which MorphoTrust is or can readily become a licensed distributor; and (2) the cost of developing substitute accessible software under this Agreement. (Such documentation need not include reference to any specific competing COTS or ASP Software and its level of accessibility). COTS or ASP Software delivered under this Agreement or under another contract with a state agency in connection with a system delivered under this Agreement that does not meet the Section 508 Standards or the MassIT Standards shall be acceptable if either (1) the software vendor provides a roadmap for meeting such standards and interoperating with such AT or (2) the agency seeks and obtains a waiver from ITD that it would be an undue hardship on the agency to eschew use of such COTS or ASP Software.

11.6 Maintenance Agreements

Any maintenance agreement entered by MorphoTrust and MassDOT in connection with the system delivered under this Agreement shall require MorphoTrust to cooperate with MassDOT in its efforts to resolve interoperability problems that arise during the term of the maintenance agreement related to the use of such system with specific AT in a specific IT environment.

12 Appendices

12.1 Appendix A – Project Pricing Table

12.2 Appendix B – Optional Market Basket Purchases

Appendix A

MorphoTrust MA DOT Project Pricing Table

Five Year Base Contract

#	Description	Total Cost	Cost Per Card
1	RFR Offering Price Per Card (Baseline)	\$30,053,331	\$3.850
2	Real time Facial Recognition for Knowledge Test	\$283,475	\$0.036
3	Road Test - Email Test Receipt	\$126,952	\$0.016
4	American Sign Language Translation Knowledge Test	\$50,314	\$0.006
5	Kiosk and Knowledge Testing End User Testing	\$35,000	\$0.004
6	ISO - Audit	(\$170,000)	(\$0.022)
7	NIST - Audit	(\$130,000)	(\$0.017)
8	SOC2 - Audit	\$295,000	\$0.038
	Total	\$30,544,072	\$3.913

Item #1: Base Project Offering

Base Project scope and pricing as defined in the documents noted below:

- RFR # DOT-RMV_DriverLicenseProcurement_FY15_001
- MorphoTrust's RFR Response
- Request for Best-and-Final Offer of February 5, 2015 and
- MorphoTrust's BAFO Response

Item #2: Desirable Item - Real time Facial Recognition for Knowledge Test

Addition of desirable scope item 3.1.4.2.1.19, adding Facial Recognition functionality to enhance Knowledge Test solution. Scope revised to include 1:N facial recognition component.

- Capture of facial images during testing
- 1:1 Facial Recognition processing performed on the Test Station
- Integration allowing for facial images to be automatically submitted for daily 1:N Facial processing

Item #3: Desirable Item – Road Test - Email Test Receipt

Addition of desirable scope item 3.1.5.2.1.14, adding functionality that enhances Road Test Solution to add email transaction receipts. Original scope revised from emailing credit card transaction receipt to:

- Entry of end user email address
- Creation of Road Test Transaction Receipt

Item #4: Revised Scope Item - American Sign Language Translation Knowledge Test
Addition of scope item, adding American Sign Language translation and Integration into Knowledge Test Solution.

Item #5: Desirable Item - Kiosk and Knowledge Testing End User Testing
Addition of desirable scope item 3.1.7.2.2.3, adding an additional UAT phase which incorporates system end users from the public.

Item #6&7: Remove Mandatory Requirement - ISO & NIST – Audits
MA DOT and MorphoTrust have mutually agreed to remove the ISO and NIST Audits in mandatory requirement 3.1.7.3.2.5 due to overlap of the various security audit requirements noted in requirement 3.1.7.3.2 combined with NASPO(*North American Security Products Organization*) certifications as outlined in detail in the RFR response.

Item #8: Desirable Item - SOC2 – Audit
Addition of desirable scope item 3.1.2.2.4.6, adding scope to provide Service Oriented Control (SOC-2) reports to the RMV, as determined by the RMV.

Appendix B

Optional Market Basket Purchases

During the term of this agreement MA RMV may choose to purchase any of the items designated in the following table. The prices associated for these items will remain fixed during the life of the contract. If desired by MA RMV the purchase price will be converted into a fixed Price per Card, allocated over the remaining cards to be produced during this contract.

RFR #	Requirement Summary	RFR Requirement	Price
3.1.1.2.9.6	Mobile Workstation	It is desirable that the Bidder also propose a mobile workstation solution. Equipment required to perform DL/ID card functions in the Branch Office should be easily transported to other RMV designated locations, and authorized personnel should be able to perform DL/ID functions at temporary and mobile locations.	\$ 337,993
3.1.2.2.4.6	ISO Audit	The Bidder shall perform at its own expense annual compliance audits for the following standards and review the results with the RMV: <ul style="list-style-type: none"> • ISO27002-2013. Audits shall be conducted by independent certified audit firms, as approved by the RMV. The Bidder shall take corrective actions on all non-compliant items within a timeframe agreed upon between the Bidder and the RMV. Self-assessments are not sufficient to meet this requirement	\$ 170,000
	NIST Audit	The Bidder shall perform at its own expense annual compliance audits for the following standards and review the results with the RMV:	\$ 130,000

		<ul style="list-style-type: none"> • NIST 800-53 Revision 4. <p>Audits shall be conducted by independent certified audit firms, as approved by the RMV. The Bidder shall take corrective actions on all non-compliant items within a timeframe agreed upon between the Bidder and the RMV. Self-assessments are not sufficient to meet this requirement</p>	
3.1.5.2.1.22	Mobile Printing Solution	It is desirable that the Bidder provide a mobile printing solution.	\$ 232,811
3.1.6.2.1.10	Kiosk Vision Screening	It is desirable that the Bidder's solution has the ability to administer a vision screening test.	\$ 343,432
3.1.7.3.3.2	Two Factor Authentication	It is desirable that the Bidder provide a two-factor authentication method that shall not include tokenization.	\$ 284,710
3.1.7.3.3.6	Security Self-Admin Portal	It is desirable that the Bidder provide a self-administration portal where authorized users can manage their security credentials, such as reset passwords.	\$ 99,271
3.1.7.7.2.14	Locate DR System in Springfield Data Center	MassDOT is currently planning a disaster recovery facility. It is desired that the Bidder provide, install, and support identical hardware and software at MassDOT's disaster recovery data center to be located in Springfield, Massachusetts.	\$ 1,290,157
3.1.1.2.2.13	Virtual Backdrop	It is desirable that the Bidder's solution has the capability to provide virtual backdrop capability with near-100% reliability and with no degradation in the quality of the photo image, and that the background on the photo can be altered through software to other colors or patterns selected from a	\$ 350,000

		library of digitized backgrounds.	
3.1.1.2.10.2	Document Authentication Dashboard	It is desirable that the Bidder develop a "Document Authentication Dashboard" that presents important statistics in a visual manner for management review.	\$ 575,000
3.1.2.3.1.2	Additional Types of Cards	The Bidder shall accommodate additional DL/ID card types yet to be defined. These types shall be determined in the RMVM. Examples of future DL/ID cards include, but are not limited to: <ul style="list-style-type: none"> · Enhanced Driver License (EDL). · Federal Motor Carrier Safety Association (FMCSA) Secure Learners Permit. 	\$ 2,125,000
3.1.3.2.3.4	DR Facility	If the Bidder implements a disaster recovery facility, the Bidder shall adhere to MassDOT's disaster recovery policies and procedures. The Bidder shall also: <ul style="list-style-type: none"> · Participate in periodic disaster recovery testing. · Upon disaster recovery, be responsible for switching Facial Recognition-related activities to the disaster recovery site. · Upon disaster recovery, be responsible for switching Facial Recognition-related activities to the disaster recovery site. · When the primary site is restored, move the Facial Recognition operations back to the primary site. 	\$ 385,000

3.1.5.2.1.13	Accept Payments on Road Test Tablets	It is desirable that, once a test is completed, the Bidder will optionally provide a function for the examiner to accept credit or debit card payment for multiple transactions through the driver test system, using the tablet.	\$ 350,000
3.1.6.2.1.9	Kiosk Virtual Backdrop	It is desirable that the Bidder's solution is capable of utilizing a virtual backdrop while capturing photo images.	\$ 175,000
3.1.7.1.2.8	Off-Site Training	<p>It is desirable that the Bidder have off-site facilities to conduct training, whether RMV- or Bidder-led, for each region. The off-site facility should be able to:</p> <ul style="list-style-type: none"> · Accommodate at least 15 RMV staff at a time · Replicate the RMV user environment. · Coordinate with IT on how to connect workstations and server support. 	\$ 75,000
N/A	Mobile applications	It is desirable that the Bidder provide a mobile application architecture to enable smart phones and like devices to be able to <i>authenticate</i> the validity of a driver license. It is also desirable that the Bidder provide application development resources to develop pilot applications <i>authorizing</i> services based on the verification of the driver license.	TBD

The undersigned hereby represent that they are duly authorized to execute this SOW on behalf of their respective organizations.

Massachusetts Department of
Transportation

MorphoTrust USA, LLC



[Agency Signatory and Title]



[Vendor Signatory and Title]

8-20-15

Date

Date

**COMMONWEALTH OF MASSACHUSETTS
CONTRACTOR AUTHORIZED SIGNATORY LISTING**

Issued May
2004



CONTRACTOR LEGAL NAME :
CONTRACTOR VENDOR/CUSTOMER CODE:

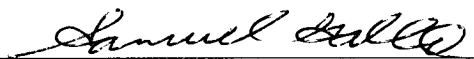
INSTRUCTIONS: Any Contractor (other than a sole-proprietor or an individual contractor) must provide a listing of individuals who are authorized as legal representatives of the Contractor who can sign contracts and other legally binding documents related to the contract on the Contractor's behalf. In addition to this listing, any state department may require additional proof of authority to sign contracts on behalf of the Contractor, or proof of authenticity of signature (a notarized signature that the Department can use to verify that the signature and date that appear on the Contract or other legal document was actually made by the Contractor's authorized signatory, and not by a representative, designee or other individual.)

NOTICE: *Acceptance of any payment under a Contract or Grant shall operate as a waiver of any defense by the Contractor challenging the existence of a valid Contract due to an alleged lack of actual authority to execute the document by the signatory.*

For privacy purposes **DO NOT ATTACH** any documentation containing personal information, such as bank account numbers, social security numbers, driver's licenses, home addresses, social security cards or any other personally identifiable information that you do not want released as part of a public record. The Commonwealth reserves the right to publish the names and titles of authorized signatories of contractors.

AUTHORIZED SIGNATORY NAME	TITLE
Robert Eckel	President and Chief Executive Officer

I certify that I am the President, Chief Executive Officer, Chief Fiscal Officer, Corporate Clerk or Legal Counsel for the Contractor and as an authorized officer of the Contractor I certify that the names of the individuals identified on this listing are current as of the date of execution below and that these individuals are authorized to sign contracts and other legally binding documents related to contracts with the Commonwealth of Massachusetts on behalf of the Contractor. I understand and agree that the Contractor has a duty to ensure that this listing is immediately updated and communicated to any state department with which the Contractor does business whenever the authorized signatories above retire, are otherwise terminated from the Contractor's employ, have their responsibilities changed resulting in their no longer being authorized to sign contracts with the Commonwealth or whenever new signatories are designated.



Signature

Date: March 2, 2015

Title: Senior Legal Counsel

Telephone: 978-215-2776

Fax: 978-215-2406

Email: sgallo@morphotrust.com

[Listing can not be accepted without all of this information completed.]

A copy of this listing must be attached to the "record copy" of a contract filed with the department.

COMMONWEALTH OF MASSACHUSETTS CONTRACTOR AUTHORIZED SIGNATORY LISTING



CONTRACTOR LEGAL NAME :
CONTRACTOR VENDOR/CUSTOMER CODE:

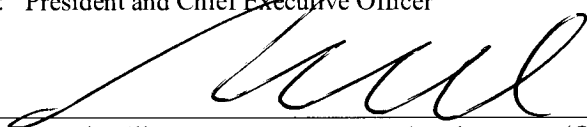
PROOF OF AUTHENTICATION OF SIGNATURE

This page is optional and is available for a department to authenticate contract signatures. It is recommended that Departments obtain authentication of signature for the signatory who submits the Contractor Authorized Listing.

This Section MUST be completed by the Contractor Authorized Signatory in presence of notary.

Signatory's full legal name (print or type): Robert Eckel

Title: President and Chief Executive Officer

X 

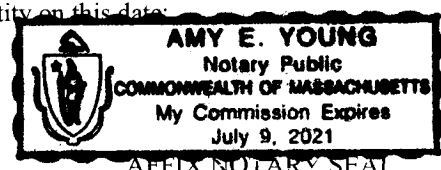
Signature as it will appear on contract or other document (Complete only in presence of notary):

AUTHENTICATED BY NOTARY OR CORPORATE CLERK (PICK ONLY ONE) AS FOLLOWS:

I, Amy E. Young Amy E Young (NOTARY) as a notary public certify that I witnessed the signature of the aforementioned signatory above and I verified the individual's identity on this date:

February 26, 20 15.

My commission expires on: 7/9/21



AFFIX NOTARY SEAL

I, Samuel Gallo Assistant (CORPORATE CLERK) certify that I witnessed the signature of the aforementioned signatory above, that I verified the individual's identity and confirm the individual's authority as an authorized signatory for the Contractor on this date:

February 26, 20 15.

AFFIX CORPORATE SEAL

Request For Allocation of Funds Prior to Encumbrance

60440001

Encumbrance Document ID			
Year	Type	UIC	Document ID
CT	DOT	R110	INTF00X02016J0090042

681

9/10/2015

Funding Source

Capital Tolls Capital Tolls General Federal Grant
 Operating Tolls Operating Expendable Trust

Appropriation	Obj	UIC	Activity	Program	Phase	RIP	Amount Allocated
60440001	J33	R110					\$29,172,000.00
							\$29,172,000.00

Obligation By Fiscal Year for Multi-Year Contracts

	60440001	Total
2016	\$0.00	\$0.00
2017	\$3,888,000.00	\$3,888,000.00
2018	\$5,835,000.00	\$5,835,000.00
2019	\$5,835,000.00	\$5,835,000.00
2020	\$5,835,000.00	\$5,835,000.00
2021	\$5,835,000.00	\$5,835,000.00
2022	\$1,943,999.00	\$1,943,999.00
MMARS Total	\$29,172,000.00	\$29,172,000.00

Reason for Request:

Contract #: **90042**

Cost Reduction %:

Vendor ID & Adress Code: VC6000183131 AD001

Current Year Savings:

Vendor Name: MORPHOTRUST USA, LLC

Contract Location:

Contract Description: Morpho Trust Drivers License Production

Report Notes:

Recommended by: *[Signature]* 9/10/15
(Signature / Date)

Approved by: *[Signature]* 9/14/15
(Signature / Date)

Completed by the Budget Office:

Expense Budget Entered By: *[Signature]* 9/15/15
(Signature / Date)

Approved by: *[Signature]* 9/17/15
(Signature / Date)



Commonwealth of Massachusetts Office of the Comptroller
Contract Commodity Encumbrance Form

Document Name		MORPHO TRUST USA				[1448434]		
Document Description		RMV Drivers License /ID Card Production						
Document I.D.				MA Information				
Code	Dept	Unit	Document Identifier	Action	Code	Department	Identification Number	Vendor Line
CT	DOT	R110	INTF00X02016J0090042	Entry	MA			

Header / Vendor Information

Budget FY	2016	Document Total:	\$29,172,000.00				
Fiscal Year	2016	Vendor Name:	MORPHOTRUST USA, LLC				
Period	2	Vendor Address:	6840 CAROTHERS PKWY STE 650	City:	FRANKLIN	State:	TN
Board Award	0090042	Vendor/Customer No.:	VC6000183131				
Requester ID	dotbf2	Address Code:	AD001				
Report Note		Comment:					

Line #1- Commodity Information

Commodity Code	821300000000	List Price		Description	Photoimaging Services		
Line Type	Service	Unit Price		Contract Amount	\$29,172,000.00	Commodity Ref. Line	
Quantity		Service From	08/20/2015				
Unit of Measure		Service To	10/23/2021				

Line #1- Accounting Information

Event Type	PR05	Budget FY	2016	Unit	R110	Major Program		Location	
Line Amount	\$0.0	Fiscal Year	2016	Object	J33	Program		Phase	
Dept	DOT	Period	2	Appropriation	60440001	Program Period		Activity	
Line Description				Dept Object		Function			

TO THE COMPTROLLER OF THE COMMONWEALTH OF MASSACHUSETTS

I hereby certify under the penalties of perjury that all laws of the Commonwealth governing disbursements of public funds and the regulations thereof have been complied with and observed.

FOR FISCAL USE ONLY

Entered By:	_____	Date:	_____	Verified By:	_____	Date:	_____
	(Initial)				(Initial)		

Print Name: William T. Leahy Signed: [Signature] Title: Accountant

Print Name: Kimberly Hinden Signed: [Signature] Title: Chief of Staff

Phone Ext.: 9067 Date: 9/13/15
 Phone Ext.: 9458 Date: 9/14/15



Commonwealth of Massachusetts Office of the Comptroller
Contract Commodity Encumbrance Form

Document Name		MORPHO TRUST USA			[1448434]
Document Description		RMV Drivers License /ID Card Production			
Document I.D.					
Code	Dept	Unit	Document Identifier		Action
CT	DOT	R110	INTF00X02016J0090042		Entry

Line #2- Accounting Information

Event Type	PR08	Budget FY	2017	Unit	R110	Major Program		Location	
Line Amount	\$3,888,000.00	Fiscal Year	2016	Object	J33	Program		Phase	
Dept	DOT	Period	2	Appropriation	60440001	Program Period		Activity	
Line Description	FY 17 Drivers License			Dept Object		Function			

Line #3- Accounting Information

Event Type	PR08	Budget FY	2018	Unit	R110	Major Program		Location	
Line Amount	\$5,835,000.00	Fiscal Year	2016	Object	J33	Program		Phase	
Dept	DOT	Period	2	Appropriation	60440001	Program Period		Activity	
Line Description	FY 18 Drivers License			Dept Object		Function			

Line #4- Accounting Information

Event Type	PR08	Budget FY	2019	Unit	R110	Major Program		Location	
Line Amount	\$5,835,000.00	Fiscal Year	2016	Object	J33	Program		Phase	
Dept	DOT	Period	2	Appropriation	60440001	Program Period		Activity	
Line Description	FY 19 Drivers License			Dept Object		Function			

Line #5- Accounting Information

Event Type	PR08	Budget FY	2020	Unit	R110	Major Program		Location	
Line Amount	\$5,835,000.00	Fiscal Year	2016	Object	J33	Program		Phase	
Dept	DOT	Period	2	Appropriation	60440001	Program Period		Activity	
Line Description	FY 20 Drivers License			Dept Object		Function			

TO THE COMPTROLLER OF THE COMMONWEALTH OF MASSACHUSETTS

I hereby certify under the penalties of perjury that all laws of the Commonwealth governing disbursements of public funds and the regulations thereof have been complied with and observed.

FOR FISCAL USE ONLY

Entered By: _____ Date: _____ Verified By: _____ Date: _____
 (Initial) (Initial)

Print Name: _____ Signed: _____ Title: _____ Phone Ext.: _____ Date: _____

Prepared by

Print Name: _____ Signed: _____ Title: _____ Phone Ext.: _____ Date: _____

Authorized Signatory



Commonwealth of Massachusetts Office of the Comptroller
Contract Commodity Encumbrance Form

Document Name		MORPHO TRUST USA			[1448434]
Document Description		RMV Drivers License /ID Card Production			
Document I.D.					
Code	Dept	Unit	Document Identifier	Action	
CT	DOT	R110	INTF00X02016J0090042	Entry	

Line #6- Accounting Information

Event Type	PR08	Budget FY	2021	Unit	R110	Major Program		Location	
Line Amount	\$5,835,000.00	Fiscal Year	2016	Object	J33	Program		Phase	
Dept	DOT	Period	2	Appropriation	60440001	Program Period		Activity	
Line Description	FY 21 Drivers License			Dept Object		Function			

Line #7- Accounting Information

Event Type	PR08	Budget FY	2022	Unit	R110	Major Program		Location	
Line Amount	\$1,943,999.00	Fiscal Year	2016	Object	J33	Program		Phase	
Dept	DOT	Period	2	Appropriation	60440001	Program Period		Activity	
Line Description	FY 22 Drivers License			Dept Object		Function			

TO THE COMPTROLLER OF THE COMMONWEALTH OF MASSACHUSETTS

I hereby certify under the penalties of perjury that all laws of the Commonwealth governing disbursements of public funds and the regulations thereof have been complied with and observed.

FOR FISCAL USE ONLY			
Entered By: _____	Date: _____	Verified By: _____	Date: _____
(Initial)		(Initial)	

Print Name: _____ Signed: _____ Title: _____ Phone Ext.: _____ Date: _____

Prepared by

Print Name: _____ Signed: _____ Title: _____ Phone Ext.: _____ Date: _____

Authorized Signatory



Charles D. Baker, Governor
Karyn E. Polito, Lieutenant Governor
Stephanie Pollack, Secretary & CEO
Erin C. Deveney, Registrar



September 21, 2015

Contract Number: 90042
Location: Statewide

MorphoTrust USA, LLC
296 Concord Road
Billerica, MA 01821

Dear Sam Gallo,

Enclosed is a Certificate of Exemption Form ST-2 along with a Purchaser's Sales Tax Exempt Form (ST-5) for MorphoTrust USA, LLC which substantiates the Tax Exempt status of this Department under the provisions of Chapter 64H, s6 (d), (e), (f) or (tt). The duration of the tax forms are from August 20, 2015 until October 23, 2021.

All purchases of tangible personal property or services by this Department are exempt from taxation to the extent that such property or services are used in the conduct of the business of the purchaser.

If your contract is extended beyond the completion date on the Purchaser's Sales Tax Exempt Form (ST-5), please notify the Director of Contracts for issuance of a new certificate.

Very truly yours,


Sam Chan
Acting Director of Contracts & Records

SHSC/lnc
Enc.

Contact: MassDOT - Planning & Enterprise Services
Ten Park Plaza – Suite 5510
Boston, MA 02116-3973
857-368-9537



Charles D. Baker, Governor
 Karyn E. Polito, Lieutenant Governor
 Stephanie Pollack, Secretary & CEO
 Erin C. Deveney, Registrar



ST-2

MASSACHUSETTS DEPARTMENT OF REVENUE

CERTIFICATE OF EXEMPTION

Certification is hereby made that the organization herein named is an exempt purchaser under General Laws, Chapter 64H, § 6(d) and (e). All purchases of tangible personal property by this organization are exempt from taxation under said chapter to the extent that such property is used in the conduct of the business of the purchaser. Any abuse or misuse of this certificate by any tax-exempt organization or any unauthorized use of this certificate by any individual constitutes a serious violation and will lead to revocation. Willful misuse of this Certificate of Exemption is subject to criminal sanctions of up to 1 year in prison and \$10,000 (\$50,000 for corporations) in fines.

COMMONWEALTH OF MASSACHUSETTS
 MASSACHUSETTS DEPARTMENT OF
 TRANSPORTATION
 REGISTRY OF MOTOR VEHICLES
 TEN PARK PLAZA, SUITE 5510
 BOSTON, MA 02116

EXEMPTION NUMBER
 046-002-284
 ISSUE DATE
 August 20, 2015
 CERTIFICATE EXPIRES ON
 October 23, 2021

NOT ASSIGNABLE OR TRANSFERABLE

COMMISSIONER OF REVENUE
 MARK NUNNELLY

CONTRACTOR NAME & ADDRESS:

MorphoTrust USA, LLC
 296 Concord Road
 Billerica, MA 01821

CONTRACT NUMBER: 90042

PROJECT: Statewide - Driver's license and ID card production and associated services for all RMV branches



Form ST-5 Sales Tax Exempt Purchaser Certificate

Rev. 6/09
**Massachusetts
Department of
Revenue**

Part 1. Exempt taxpayer information. To be completed by exempt government or 501(c)(3) organization.

Name
Massachusetts Department of Transportation - Registry of Motor Vehicles

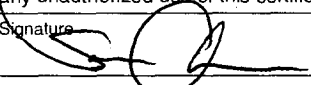
Address
10 Park Plaza

City State Zip
Boston, MA 02116

Exemption number
04-6002284

Issue date Date of expiration of certificate
August 20, 2015 October 23, 2021

Certification is hereby made that the organization named above is an exempt purchaser under Massachusetts General Laws, Chapter 64H, sections 6(d) or 6(e). All purchases of tangible personal property or services by this organization are exempt from taxation under said chapter to the extent that such property or services are used in the conduct of the business of the purchaser. Any abuse or misuse of this certificate by any tax-exempt organization or any unauthorized use of this certificate by any individual constitutes a serious violation and will lead to revocation.

Signature  Title Acting Director of Contracts & Records Date 8-25-2015

Warning: Willful misuse of this certificate may result in criminal tax evasion sanctions of up to one year in prison and \$10,000 (\$50,000 for corporations) in fines.

Part 2. Agent information. To be completed by agent of exempt government or 501(c)(3) organization.

Name of agent's organization
MorphoTrust USA, Inc. (MassDOT Contract # 90042)

Address
296 Concord Road

City State Zip
Billerica, MA 01821

Agent's name

Address

City State Zip

I certify that in making this purchase, I am acting as an agent for the exempt organization named above (select one):

Government organization (local public school, city/town government, state agency, etc.).
Attach Form ST-2, if available. If Form ST-2 is not available, enter exemption number, if known: _____

501(c)(3) organization (parochial school, Scout troop, etc.). Form ST-2 must be attached.

Signature Title Date

Part 3. Vendor information

Vendor's name

Check applicable box:

Single purchase certificate (attach detailed receipts or complete Part 4, on reverse)

Blanket certificate

Part 4. Description of property purchased

Date	Description	Quantity	Cost
			\$
			\$
			\$
			\$
			\$
			\$
			\$
			\$
			\$
			\$
			\$
			\$
			\$
			\$
			\$
			\$
			\$
			\$
			\$
			\$
			\$
			\$
		Total cost	\$

General information

An exempt 501(c)(3) organization must have obtained a Certificate of Exemption (Form ST-2) from the Commissioner of Revenue certifying that it is entitled to exemption under G.L. c.64H, §6(e). The 501(c)(3) organization must submit to the vendor a properly completed Sales Tax Exempt Purchaser Certificate (Form ST-5) signed by the 501(c)(3) organization with a copy of its Form ST-2 attached.

Any person, group or organization purchasing as an agent on behalf of a 501(c)(3) organization must certify that it is doing so by presenting to the vendor a properly completed Form ST-5 signed by the 501(c)(3) organization. It must also present a copy of the 501(c)(3) organization's Form ST-2. The agent of the exempt 501(c)(3) organization must complete Part 2 of Form ST-5.

Any government organization is encouraged to obtain a Certificate of Exemption (Form ST-2) from the Commissioner of Revenue, certifying that it is entitled to exemption under G.L. c.64, § 6(d). The exempt government organization is encouraged to submit to the vendor a properly completed Sales Tax Exempt Purchaser Certificate (Form ST-5) with a copy of its Form ST-2 attached. If the government organization does not present Form ST-5, the vendor must maintain adequate documentation (generally, a copy of the government check) verifying that the purchaser is an exempt government agency.

Any person, group or organization purchasing on behalf of exempt government organizations must certify that they are doing so by presenting to the vendor a properly executed Form ST-5 when making such purchases. Part

1 of Form ST-5 should be filled out by the exempt government organization. If Part 1 is not completed by the exempt government organization, the agent must enter the name, address, and, if available, the exemption number of the government organization on whose behalf the purchases are being made. Also enter a description of the property purchased into Part 4. The agent must complete Part 2 when acting on behalf of the exempt government organization. The purchaser must attach to the Form ST-5 a copy of the exempt government organization's Form ST-2 if available. If it is not available, the purchaser must enter the exemption number of the exempt government organization.

Other information for vendors

Vendors should verify the validity of the certificate presented to them by checking the expiration date on the certificate. Vendors must **not** honor a Certificate of Exemption that has expired.

Government organization maintain Form ST-2 Certificates of Exemption that have an expiration date of "None."

Vendors should call the Customer Service Bureau at (617) 887-6367 if they have any questions regarding a Certificate of Exemption which is presented to them.

If you have any questions about completing this certificate, please contact: **Massachusetts Department of Revenue, Customer Service Bureau, 200 Arlington Street, Chelsea, MA 02150; (617) 887-6367.**

Supplier Diversity Program (SDP) Plan - Declaration of SDP Partner(s) SDP Plan Form #2

(Must be submitted by Contractor within a period of up to 30 days (or as stated in RFR) of Contract Execution)

**Contract/RFR Document Number: DOT-RMV DriverLicense
Procurement FY15 001**

Instructions: Completing all parts of this form is mandatory. Please read instructions in the SDP section of the solicitation. **Complete one form and submit within a period of up to 30 days (or as stated in RFR) of Contract Execution. See SDP and SDVOBE Resource information below to assist in partnering with certified businesses.**

Part I Contractor Information (Required)

Business Name: MorphoTrust USA, LLC	Contact Name: Sam Gallo	Phone # (978) 215 - 2400	Email address: sgallo@morphotrust.com
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Please note that prime bidders who are SDO-certified must also submit an SDP Plan Form and may not list themselves as an SDP Partner. Check any of the following that are applicable to the Bidder:

- Minority-owned Business Enterprise (MBE); Certification Expiration Date (If applicable): ____/____/____
- Women-owned Business Enterprise (WBE); Certification Expiration Date (If applicable): ____/____/____
- Non-Profit Organization (NPO); Certification Expiration Date (If applicable): ____/____/____
- Service-Disabled Veteran-owned Business Enterprise (SDVOBE); Certification Expiration Date (If applicable): ____/____/____

Identify Business Opportunities for SDP Partners (Optional):

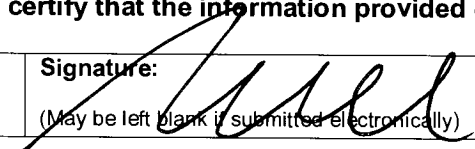
Final SDP Percentage Committed for Life of Contract: **10 %**

Part II Contractor's SDP Partners (Required) (Fill in Applicable Lines; Insert Additional Rows as Needed)

Planned SDP Partner's Company Name	Planned SDP Partner's Contact Person's Email Address*	Check Planned SDP Partner's Certification(s)**
<u>Form 10 Group, Inc.</u>	<u>michael.banks@form10.com</u>	<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> MNPO/WNPO/MWNPO <input checked="" type="checkbox"/> SDVOBE
<u>ACA Computer Integrator, Inc.</u>	<u>Roosevelt@acacomputers.net</u>	<input checked="" type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> MNPO/WNPO/MWNPO <input type="checkbox"/> SDVOBE
_____	____@____.____	<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> MNPO/WNPO/MWNPO <input type="checkbox"/> SDVOBE
_____	____@____.____	<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> MNPO/WNPO/MWNPO <input type="checkbox"/> SDVOBE

Alternative to Contractor Providing List of SDP Partners (above): If specifically authorized in the Request for Response (RFR) to utilize this option, by checking the box at right, Contractor acknowledges that they do not yet have any SDP Partners but will meet the percentage commitment in Part I (above) and all other contract requirements and will work with the SDO to identify and establish business relationships with SDO Partners:

Part III Under the pains and penalties of perjury I certify that the information provided on this form is accurate. (Required)

Name: Robert Eckel	Title: President and Chief Executive Officer	Signature:  (May be left blank if submitted electronically)	Date: 03/02/2015
---------------------------	---	--	-------------------------

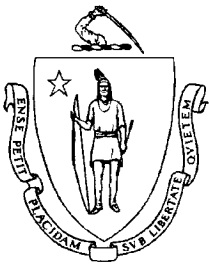
*The Supplier Diversity Office and contracting Department reserve the right to contact SDP Partners at any time to request that they attest to the amounts reported to have been paid to them by the Contractor.

** SDP Partner Certification Acronyms: MBE = Minority-owned Business Enterprise; WBE = Women-owned Business Enterprise; SDVOBE = Service-Disabled Veteran-owned Business Enterprise.

*** Certification Status can be checked on the [Supplier Diversity Program Webpage \(www.mass.gov/sdp\)](http://www.mass.gov/sdp).

Supplier Diversity Program (SDP) Resources:

- Resources available to assist Prime Bidders in finding potential **Minority Business Enterprises (MBE)** and **Women Business Enterprises (WBE)** partners can be found on the [Supplier Diversity Program Webpage \(www.mass.gov/sdp\)](http://www.mass.gov/sdp).
- Resources available to assist Prime Bidders in finding potential **Service-Disabled Veteran-Owned Business Enterprise (SDVOBE)** partners can be found on the [Supplier Diversity Office Webpage \(www.mass.gov/sdo\)](http://www.mass.gov/sdo).
- The Supplier Diversity Program offers training on the SDP Plan requirements. The dates of upcoming trainings can be found on the [OSD Training & Outreach Webpage](http://www.mass.gov/osd). In addition, the SDP Webinar can be located on the [Supplier Diversity Program Webpage \(www.mass.gov/sdp\)](http://www.mass.gov/sdp).



COMMONWEALTH OF MASSACHUSETTS
Prompt Pay Discount Form
(Invoice discounts for receiving fast payments)

Revised 3/9/07

Bidder Name: MorphoTrust USA, LLC
Vendor Code (VCUST): VC6000183131
Contract/RFR Number(s): DOT-RMV DriverLicenseProcurement FY15-001

Prompt Payment Discounts (PPD). All contractors/vendors doing business with the Commonwealth must provide a Prompt Payment Discount (PPD) for receiving early payments unless the Contractor/vendor can provide compelling proof that providing a prompt pay discount would be unduly burdensome. Contractors benefit from PPD by increased, usable cash flow as a result of fast and efficient payments for commodities or services rendered. Contractors who agree to accept Electronic Funds Transfer (EFT) increase the prompt pay benefit by ensuring that funds are paid directly to their designated bank accounts, thus eliminating the delay of check clearance policies and traditional mail lead time. Payments processed through the state accounting system (MMARS) can be tracked and verified through the Comptroller's Vendor Web system using the Vendor/Customer Code assigned to you by a Commonwealth department.

The Commonwealth benefits because contractors reduce the cost of products and services through the applied discount. While Bidders/Contractors have flexibility in determining the actual % discount(s) offered to the Commonwealth, the discount(s) must be identified for 10, 15, 20 and/or 30 days for payment issuance in the column entitled "% Discount Off Proposed Price" below. The Commonwealth may use the prompt pay discounts submitted as a basis for selection and may negotiate discounts as deemed in the best interest of the Commonwealth. The requirement to offer PPD discounts may be waived by the Commonwealth on a case-by-case basis if participation in the program would be unduly burdensome, provided the specific reason for the hardship is outlined below.

All discounts offered will be taken in cases where the payment issue date is within the specified number of days listed below and in accordance with the Commonwealth's Bill Paying Policy. Payment days will be measured **from** the date goods are received and accepted / performance was completed OR the date an invoice is received by the Commonwealth, **whichever is later to** the date the payment is issued as an EFT (preferred method) or mailed by the State Treasurer. The date of payment "issue" is the date a payment is considered "paid" not the date a payment is "received" by a Contractor.

If internal Bidder/Contractor systems require an alternate method of measuring payment issue dates, the Bidder/Contractor must note the issues below or on an attached page if necessary to be considered by the PMT. In cases where the Bidder/Contractor considers that offering a Prompt Payment Discount would be a hardship, the Bidder must clearly define the issues and reasons for said hardship. *Providing volume discounts or other discounts on prices is not considered a hardship, since the PPD provides the additional benefit of early cash flow for the Contractor.*

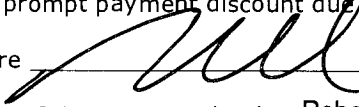
Enter the Prompt Payment Discount percentage (%) off the invoice payment, for each of the payment issue dates listed, if the payment is issued within the specified Payment Issue days. For example:

- 5% - 10 Days**
- 4% - 15 Days**
- 3% - 20 Days**
- 2% - 30 Days**

If no discount is offered enter 0%

Prompt Payment Discount %	Payment Issue Date w/in
0.25 %	10 Days
0 %	15 Days
0 %	20 Days
0 %	30 Days

The Contractor is unable to provide a prompt payment discount due to the following hardship:

Contractor/Bidder Authorized Signature  Date: February 23, 2015
 Contractor/ Bidder Authorized Signatory Print Name and Title: Robert Eckel, President and CEO

Sensitivity level – high (when filled in) low (when blank)



Bid Solicitation: BD-15-1030-0P100-0P110-0000001902

Header Information

Bid Number:	BD-15-1030-0P100-0P110-0000001902	Description:	RFR: DOT RMV Driver's License ID - DOT-RMV_DriverLicenseProcurement_FY15_001	Bid Opening Date:	12/19/2014 03:00:00 PM
Purchaser:	John Cadorette	Organization:	Department of Transportation		
Department:	0P100MHD OFF OF SCTY - Office of the Secretary	Location:	0P110 - Technology Division Statewide		
Fiscal Year:	15	Type Code:		Allow Electronic Quote:	Yes
Alternate Id:		Required Date:		Available Date:	10/09/2014 10:30:00 AM
Info Contact:		Bid Type:	OPEN	Informal Bid Flag:	No
Purchase Method:	Open Market				

Pre Bid Conference:

Bulletin Desc:

Ship-to Address:	Business Group Unit 25 Newport Avenue Extension Quincy, MA 02171 US Email: noname@state.ma.us Phone: (999)999-9999	Bill-to Address:	Business Group Unit 25 Newport Avenue Extension Quincy, MA 02171 US Email: noname@state.ma.us Phone: (999)999-9999	Print Format:	
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File Attachments: [Supplier Diversity Plan From 1 Commitment.docx](#) , [Additional Environmentally Preferable Products Practices.doc](#) , [Prompt Payment Discount Form.doc](#) , [Business Reference Form.doc](#) , [CommonwealthTerms&Conditions.doc](#) , [Massachusetts Substitute W9 Form.doc](#) , [ContractorAuthorizedSignatoryListing.doc](#) , [EO504 IT System and Data Security Disclosure and Commitment Form.docx](#) , [MassDOT RMV Drivers License ID RFR.doc](#) , [Electronic Funds Transfer Sign Up Form.pdf](#) , [Appendix A Workflow Process Maps.doc](#) , [Appendix B Branch Office Map.doc](#) , [Appendix C Backdrop Picture.doc](#) , [Appendix D Eye Vision Standards.doc](#) , [Appendix E Data Structures.doc](#) , [Appendix F DL ID Sample Card Data and Security Features.doc](#) , [Appendix G Network Diagram.doc](#) , [Appendix I Requirements Traceability Matrix.xls](#) , [Appendix J Equipment List.doc](#) , [Appendix K Required Terms for All RFRs.doc](#) , [Appendix L Required Terms for all IT Statewide RFRs.doc](#) , [Appendix M Instructions for Execution and Submission of Commonwealth Standard Forms.doc](#) , [Appendix N Executive Order 504.doc](#) , [Appendix O Glossary.doc](#) , [Bidders Conference.docx](#) , [QuestionsandAnswers1 for DOT-RMV_DriverLicenseProcurement_FY15_001.docx](#) , [RMV_DL RFR Bidders Conference v3.ppt](#) , [Site Visit for DOT-RMV_DriverLicenseProcurement_FY15_001.docx](#) , [2014 Bidders Conference Attendance List.pdf](#) , [2014 Bidders Conference Questions and Answers.doc](#) , [Amendment Driver Licensing RFR deletion.doc](#) , [QuestionsandAnswers2 for DOT-RMV_DriverLicenseProcurement_FY15_001.docx](#) , [Amendments V1.doc](#) , [2014 Drivers License ID Procurement Round 1 Questions and Answers v3.doc](#) , [Amendments V2.doc](#) , [Appendix P Backdrop Brochure and Images.doc](#) , [Blank MassDOT Standard Contract Form 11062014.doc](#) , [FW Amendment #3.msg](#) ,

RMV_DL RFR Branch Office Site Visit.pdf , Amendments V4.doc , CDL Road Test Score Sheet.pdf , ClassD M Road Test Score Sheet.pdf , Appendix H RMV Supported Languages Amended 17NOVEMBER2014.doc , 2014 Drivers License ID Procurement Round 2 Questions and Answers FINAL.doc , 2014 Drivers License ID Procurement Round 2.1 Questions and Answers FINAL.doc , Amendments V5 Response Date Extension.doc , Amendments V6.doc

Form Attachments:

Amendments:

Amendment #	Amendment Date	Amendment Note
1	10/15/2014 10:58:35 AM	Bidder's Conference File added - scheduled for Tuesday October 21, 2014 at 10am in Quincy,MA. Attachment File Changes: Header 1. File 'Bidders Conference.docx': File 'Bidders Conference.docx' added .
2	10/17/2014 09:29:14 AM	Question and Answer #1 file added Attachment File Changes: Header 1. File 'QuestionsandAnswers1 for DOT-RMV_DriverLicenseProcurement_FY15_001.docx': File 'QuestionsandAnswers1 for DOT-RMV_DriverLicenseProcurement_FY15_001.docx' added .
3	10/21/2014 11:16:21 AM	PowerPoint Presentation file added for Bidder's Conference Attachment File Changes: Header 1. File 'RMV_DL RFR_Bidders Conference_v3.ppt': File 'RMV_DL RFR_Bidders Conference_v3.ppt' added .
4	10/22/2014 01:44:46 PM	Site Visit Details Attached Attachment File Changes: Header 1. File 'Site Visit for DOT-RMV_DriverLicenseProcurement_FY15_001.docx': File 'Site Visit for DOT-RMV_DriverLicenseProcurement_FY15_001.docx' added .
5	10/27/2014 11:31:38 AM	Bidders Conference Attendees List and Q&A Files added Attachment File Changes: Header 1. File '2014 Bidders Conference Attendance List.pdf': File '2014 Bidders Conference Attendance List.pdf' added . 2. File '2014_Bidders Conference_Questions and Answers.doc': File '2014_Bidders Conference_Questions and Answers.doc' added .
6	10/27/2014 11:42:58 AM	RFR Deletion File Added Attachment File Changes: Header 1. File 'Amendment Driver Licensing RFR deletion.doc': File 'Amendment Driver Licensing RFR deletion.doc' added .
7	10/29/2014 09:53:07 AM	Questions and Answers #2 Attachment File Changes: Header 1. File 'QuestionsandAnswers2 for DOT-RMV_DriverLicenseProcurement_FY15_001.docx': File 'QuestionsandAnswers2 for DOT-RMV_DriverLicenseProcurement_FY15_001.docx' added .
8	10/30/2014 03:33:56 PM	Amendment to RFR Attachment File Changes: Header 1. File 'Amendments_V1.doc': File 'Amendments_V1.doc' added .
9	10/31/2014 02:27:26 PM	Questions and Answers - Round 1 Attachment File Changes: Header 1. File '2014_Drivers License ID Procurement_Round 1_Questions and Answers_v3.doc': File '2014_Drivers License ID Procurement_Round 1_Questions and Answers_v3.doc' added .
10	11/06/2014 09:47:51 AM	Amendment #2 Added Attachment File Changes: Header 1. File 'Amendments_V2.doc': File 'Amendments_V2.doc' added .
11	11/06/2014 09:51:39 AM	Appendix P - More Backdrop Images Attachment File Changes: Header 1. File 'Appendix P Backdrop Brochure and Images.doc': File 'Appendix P Backdrop Brochure and Images.doc' added .
12	11/07/2014 09:29:39 AM	MassDOT's Standard Contract Form File Replaced With Updated Attachment File Changes: Header 1. File 'Standard_Contract_Form.doc': File 'Standard_Contract_Form.doc' deleted . 2. File 'Blank MassDOT Standard Contract Form 11062014.doc': File 'Blank MassDOT Standard Contract Form 11062014.doc' added .
13	11/10/2014 11:55:30 AM	Amendment #3 Added Attachment File Changes: Header 1. File 'FW Amendment #3.msg': File 'FW Amendment #3.msg' added .
14	11/10/2014 12:03:19 PM	Branch Site Visit Pictures Attachment File Changes: Header 1. File 'RMV_DL RFR_Branch Office_Site Visit.pdf': File 'RMV_DL

		RFR_Branch Office_Site Visit.pdf' added .
15	11/17/2014 03:57:20 PM	Amendment #4 Attachment File Changes: Header 1. File 'Amendments_V4.doc': File 'Amendments_V4.doc' added .
16	11/17/2014 04:03:01 PM	Attachments Added - Road Test Score Sheets for Class D & M and CDL Attachment File Changes: Header 1. File 'CDL_Road_Test_Score Sheet.pdf': File 'CDL_Road_Test_Score Sheet.pdf' added . 2. File 'ClassD_M_Road_Test_Score_Sheet.pdf': File 'ClassD_M_Road_Test_Score_Sheet.pdf' added .
17	11/17/2014 04:07:25 PM	Appendix H - RMV Supported Languages Amended Attachment File Changes: Header 1. File 'Appendix H_RMV Supported Languages.doc': File 'Appendix H_RMV Supported Languages.doc' deleted . 2. File 'Appendix H_RMV Supported Languages_Amended_17NOVEMBER2014.doc': File 'Appendix H_RMV Supported Languages_Amended_17NOVEMBER2014.doc' added .
18	11/17/2014 04:10:14 PM	Adding Questions and Answers - Round 2 Attachment File Changes: Header 1. File '2014_Drivers License ID Procurement_Round 2_Questions and Answers_FINAL.doc': File '2014_Drivers License ID Procurement_Round 2_Questions and Answers_FINAL.doc' added .
19	11/19/2014 02:53:02 PM	Final Questions and Answers for Round 2 Attachment File Changes: Header 1. File '2014_Drivers License ID Procurement_Round 2.1_Questions and Answers_FINAL.doc': File '2014_Drivers License ID Procurement_Round 2.1_Questions and Answers_FINAL.doc' added .
20	12/05/2014 03:31:07 PM	Deadline for Responses Extended Header 1. Bid Opening Date changed from "12/12/2014 03:00:00 PM" to "12/19/2014 03:00:00 PM". 2. Invoice Method changed from "M3" to "". Attachment File Changes: Header 1. File 'Amendments_V5_Response Date Extension.doc': File 'Amendments_V5_Response Date Extension.doc' added .
21	01/12/2015 03:23:04 PM	Amendment #6 Attachment File Changes: Header 1. File 'Amendments_V6.doc': File 'Amendments_V6.doc' added .
22	02/04/2015 01:08:48 PM	The Notification of Award of an Apparent Awarded Vendor, scheduled for February 6, 2015 will be slightly delayed. We apologize for the delay.
23	02/20/2015 11:48:27 AM	Apparent Awarded Bidder is MorphoTrust USA, LLC

Item Information

Item # 8: (43-23-15-12-0000) 43-23-15-12-0000 : License management software						
UNSPSC Code: <u>43-23-15</u> Business function specific software <u>43-23-15-12</u> License management software <u>43-23-15-12-0000</u> License management software						
Qty	Unit Cost	UOM	Total Discount Amt.	Tax Rate	Tax Amount	Total Cost
1.0		EA - Each				
Manufacturer:		Brand:		Model:		
Make:		Packaging:				

Exit



UNSPSC Code Browse | My Account | Customer Service | About

Current Organization: Department of

Home Items Documents Vendors

Quick Buy

Find It

Open Market Bid BD-15-1030-0P100-0P110-0000001902

General Items Address Accounting Routing Attachments(47) Notes Bidders Questions Amendments(23) Q & A Reminders(1) Summary

Header Information

Bid Number:	BD-15-1030-0P100-0P110-0000001902	Description:	RFR: DOT RMV Driver's License ID - DOT-RMV_DriverLicenseProc
Purchaser:	John Cadorette	Minor Status:	
Organization:	Department of Transportation	Department:	0P100MHDOFFOFSCTY - Office of the Secretary
Fiscal Year:	15	Allow Electronic Quote:	Yes
Show On Web:	Yes	Available Date:	10/09/2014 10:30:00 AM
Bid Opening Date:	12/19/2014 03:00:00 PM	Informal Bid:	No
Purge Date:		Estimated Cost:	\$50,000,000.00
Bid Type:	Open Bid	Purchase Method:	Open Market
Control Code:		Blanket/Contract End Date:	
Alternate ID:		Bulletin Desc:	
Blanket/Contract Begin Date:		Acknowledge inclusion required:	No
Info Contact:		Quote Notification:	No
UNSPSC Code Certified Required:	No	User last Updated:	John Cadorette
Subcontractor Info:		Bill-to Address:	Business Group Unit 25 Newport Avenue Extension Quincy, MA 02171 US Email: noname@state.ma.us Phone: (999)999-9999
Date Last Updated:	02/20/2015 11:48:26 AM		
Ship-to Address:	Business Group Unit 25 Newport Avenue Extension Quincy, MA 02171 US Email: noname@state.ma.us Phone: (999)999-9999		
Solicitation Enabled:	No		
Invoice Method:	Three Way Match		

Amendments:

Amendment #	Amendment Date	Description
1	10/15/2014 10:58:35 AM	Bidder's Conference File added - scheduled for Tuesday October 21, 2014 at 10am in Quincy,MA. Attachment File Changes: Header 1. File 'Bidders Conference.docx'; File 'B...
2	10/17/2014 09:29:14 AM	Question and Answer #1 file added Attachment File Changes: Header 1. File 'QuestionsandAnswers1 for DOT-RMV_DriverLicenseProcurement_FY15_001.docx'; File 'Quest...
3	10/21/2014 11:16:21 AM	PowerPoint Presentation file added for Bidder's Conference Attachment File Changes: Header 1. File 'RMV_DL RFR_Bidders Conference_v3.ppt'; File 'RMV_DL RFR_Bidder...
4	10/22/2014 01:44:46 PM	Site Visit Details Attached Attachment File Changes: Header 1. File 'Site Visit for DOT-RMV_DriverLicenseProcurement_FY15_001.docx'; File 'Site Visit for DOT-RMV_Driver...
5	10/27/2014 11:31:38 AM	Bidders Conference Attendees List and Q&A Files added Attachment File Changes: Header 1. File '2014 Bidders Conference Attendance List.pdf'; File '2014 Bidders Confere...
6	10/27/2014 11:42:58 AM	RFR Deletion File Added Attachment File Changes: Header 1. File 'Amendment Driver Licensing RFR deletion.doc'; File 'Amendment Driver Licensing RFR deletion.doc' add...
7	10/29/2014 09:53:07 AM	Questions and Answers #2 Attachment File Changes: Header 1. File 'QuestionsandAnswers2 for DOT-RMV_DriverLicenseProcurement_FY15_001.docx'; File 'Questionsand...
8	10/30/2014 03:33:56 PM	Amendment to RFR Attachment File Changes: Header 1. File 'Amendments_V1.doc'; File 'Amendments_V1.doc' added .
9	10/31/2014 02:27:26 PM	Questions and Answers - Round 1 Attachment File Changes: Header 1. File '2014_Drivers License ID Procurement_Round 1_ Questions and Answers_v3.doc'; File '2014_Dri...
10	11/06/2014 09:47:51 AM	Amendment #2 Added Attachment File Changes: Header 1. File 'Amendments_V2.doc'; File 'Amendments_V2.doc' added .
11	11/06/2014 09:51:39 AM	Appendix P - More Backdrop Images Attachment File Changes: Header 1. File 'Appendix P Backdrop Brochure and Images.doc'; File 'Appendix P Backdrop Brochure and Im...
12	11/07/2014 09:29:39 AM	MassDOT's Standard Contract Form File Replaced With Updated Attachment File Changes: Header 1. File 'Standard_Contract_Form.doc'; File 'Standard_Contract_Form.doc...
13	11/10/2014 11:55:30 AM	Amendment #3 Added Attachment File Changes: Header 1. File 'FW Amendment #3.msg'; File 'FW Amendment #3.msg' added .
14	11/10/2014 12:03:19 PM	Branch Site Visit Pictures Attachment File Changes: Header 1. File 'RMV_DL RFR_Branch Office_Site Visit.pdf'; File 'RMV_DL RFR_Branch Office_Site Visit.pdf' added .
15	11/17/2014 03:57:20 PM	Amendment #4 Attachment File Changes: Header 1. File 'Amendments_V4.doc'; File 'Amendments_V4.doc' added .
16	11/17/2014 04:03:01 PM	Attachments Added - Road Test Score Sheets for Class D & M and CDL Attachment File Changes: Header 1. File 'CDL_Road_Test_Score Sheet.pdf'; File 'CDL_Road_Test_...
17	11/17/2014 04:07:25 PM	Appendix H - RMV Supported Languages Amended Attachment File Changes: Header 1. File 'Appendix H_RMV Supported Languages.doc'; File 'Appendix H_RMV Supporte...
18	11/17/2014 04:10:14 PM	Adding Questions and Answers - Round 2 Attachment File Changes: Header 1. File '2014_Drivers License ID Procurement_Round 2_ Questions and Answers_FINAL.doc'; File '2014_Dri...
19	11/19/2014 02:53:02 PM	Final Questions and Answers for Round 2 Attachment File Changes: Header 1. File '2014_Drivers License ID Procurement_Round 2.1_ Questions and Answers_FINAL.doc'; F...
20	12/05/2014 03:31:07 PM	Deadline for Responses Extended Header 1. Bid Opening Date changed from "12/12/2014 03:00:00 PM" to "12/19/2014 03:00:00 PM". 2. Invoice Method changed from "M3"...
21	01/12/2015 03:23:04 PM	Amendment #6 Attachment File Changes: Header 1. File 'Amendments_V6.doc'; File 'Amendments_V6.doc' added .
22	02/04/2015 01:08:48 PM	The Notification of Award of an Apparent Awarded Vendor, scheduled for February 6, 2015 will be slightly delayed. We apologize for the delay.
23	02/20/2015 11:48:27 AM	Apparent Awarded Bidder is MorphoTrust USA, LLC

Reminder List

Due Date	Comment	Remind Whom	Days Prior to Remind
12/19/2014	RMV Driver License Bid closes 3pm	John Cadorette	0

Attachments

Files: Supplier Diversity Plan From 1 Commitment.docx, Additional Environmentally Preferable Products Practices.doc, Prompt Payment Discount Form.doc, Business Reference Form.doc, Commonwealth RMV Drivers License ID RFR.doc, Electronic Funds Transfer Sign Up Form.pdf, Appendix A Workflow Process Maps.doc, Appendix B Branch Office Map.doc, Appendix C Backdrop Picture.doc, Appendix D Traceability Matrix.xls, Appendix J Equipment List.doc, Appendix K Required Terms for All RFRs.doc, Appendix L Required Terms for all IT Statewide RFRs.doc, Appendix M Instructions for Execution and S...

Forms: RMV DriverLicenseProcurement FY15_001.docx, RMV_DL RFR_Bidders Conference_v3 ppt, Site Visit for DOT-RMV_DriverLicenseProcurement FY15_001.docx, 2014 Bidders Conference Attendance List.pdf, RMV_DriverLicenseProcurement FY15_001.docx, Amendments_V1.doc, 2014 Drivers License ID Procurement_Round 1_ Questions and Answers_v3.doc, Amendments_V2.doc, Appendix P Backdrop Brochure Sheet.pdf, Class D M Road Test Score Sheet.pdf, Appendix H RMV Supported Languages Amended 17NOVEMBER2014.doc, 2014 Drivers License ID Procurement_Round 2_ Questions and Answers_FINAL...

Item Information

Item # 8: 43-23-15-12-0000 : License management software		2BO - Opened	
UNSPSC Code: <u>43-23-15</u> Business function specific software 43-23-15-12 License management software 43-23-15-12-0000 License management software			
Qty	Unit Cost	UOM	Total Discount Amt.
1.0	\$50,000,000.00	EA - Each	
Manufacturer:		Brand:	
Make:		Packaging:	
Account Code			
There is no item accounting available for this item.			

Pre-bid Approval Path:

Approval Path - IT100 - (Bids Technology Division Per Code)						
Delete	Order Sequence	Approver	Alternate Approver	Level	Date Requested	Date
	1	John Caderette		1	10/09/2014 12:23 PM	10/09/2014 12:25 PM

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