



ROBERT L. QUINN
COMMISSIONER OF
SAFETY

State of New Hampshire

DEPARTMENT OF SAFETY
JAMES H. HAYES BLDG. 33 HAZEN DR.
CONCORD, N.H. 03305
(603) 271-2791

April 20, 2021

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, New Hampshire 03301

Requested Action

The Department of Safety, Division of Motor Vehicles, requests authorization to enter into a contract amendment with Thales DIS USA, Inc. (VC#229901-P001) PO Box 7247, Philadelphia, PA 19170-8107 for the production of driver license cards by increasing the price limitation by \$2,322,000.00, from \$4,230,000.00 to a not-to-exceed amount of \$6,552,000.00 and by extending the end date from December 31, 2021, to new end date of December 31, 2023, adding an additional two years, as provided for in the contract. The original contract was approved on June 10, 2015 as item #111 and Amendment 1 was approved on May 5, 2018 as item #100. Effective upon Governor and Council approval through December 31, 2023. Funding source: 100% Agency Income (Cost of Collections).

Funds are available in the SFY 2021 operating budget and contingent upon availability and continued appropriations in SFY2022, SFY2023, and SFY 2024 with the ability to adjust encumbrances between State Fiscal Years through the Budget Office, if needed and justified.

02-23-23-233015-23110000 Dept. of Safety – Division of Motor Vehicles – Driver Licensing
103-502664 Contracts for Operational Services

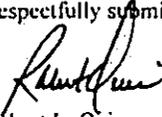
<u>SFY 2021</u>	<u>SFY 2022</u>	<u>SFY 2023</u>	<u>SFY 2024</u>	<u>Total</u>
\$297,000.00	\$810,000.00	\$810,000.00	\$405,000.00	\$2,322,000.00

Explanation

The amendment will allow for the continued provision of the necessary workstations, printers, computer hardware, software, and service for the production and issuance of driver licenses and identification cards. Under this contract, the vendor will ensure that all components of the software are continually tested to protect the State's hardware and software and its related data assets. Card production is estimated to be approximately 132,000 additional cards for SFY 2021; 360,000 cards for SFYs 2022 and 2023; and approximately 180,000 cards for half of SFY 2024. The cost per card is \$2.25. The implementation of the Enhanced Driver License (EDL) anticipated for SFY 2022 will cause an increase in card production as well.

This amendment will extend the contract for an additional two years as provided for in the contract. During this period of time, the DMV intends to issue a Request for Proposal for a new VISION Card Creation System. Thales DIS USA, Inc. was formally known as Marquis Consulting Services, Inc. and also as Gemalto.

Respectfully submitted,


Robert L. Quinn
Commissioner of Safety



STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY
27 Hazen Dr., Concord, NH 03301
Fax: 603-271-1516 TDD Access: 1-800-735-2964
www.nh.gov/doit

Denis Goulet
Commissioner

January 5, 2021

Robert L. Quinn
Commissioner of Safety
Department of Safety
33 Hazen Drive
Concord, NH 03305

Dear Commissioner Quinn:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to enter into a contract amendment with Thales DIS USA, Inc. (f.k.a. Marquis Consulting Services, Inc.), of Austin, TX as described below and referenced as DoIT No. 2015-072B.

The purpose of this request is for the vendor, to continue to provide a full set of services to maintain and support the Driver's Licensing Management system and current card production systems for the Department of Safety, Division of Motor Vehicles.

The funding amount for this amendment is \$2,322,000.00, increasing the current contract from \$4,230,000.00 to \$6,552,000.00, and by extending the completion date to December 31, 2023 from the original completion date of December 31, 2021. This amendment shall become effective upon Governor and Executive Council approval through December 31, 2023.

A copy of this letter should accompany the Department of Safety's submission to the Governor and Executive Council for approval.

Sincerely,

A handwritten signature in black ink, appearing to read "Denis Goulet", with a horizontal line extending to the right.

Denis Goulet

DG/kaf
DoIT #2015-072B
RID: N/A
cc: Ron Reed, IT Manager, DoIT

State of New Hampshire
Department of Safety
VISION Card Creation System
Contract 2015-072
Amendment 2

This Agreement (hereinafter called the "Amendment") is by and between Thales DIS USA, Inc., 9442 N Capital of Texas Hwy #100, Austin, TX 78759 (VC# 229901-8001) (hereinafter referred to as "Thales" or "Contractor"), and the State of New Hampshire acting by and through the Department of Safety, Division of Motor Vehicles (DOS).

WHEREAS, pursuant to an Agreement (herein after referred to as the "Agreement"), approved by the Governor and Executive Council, on June 10, 2015, Item # 111, and Amendment 1 approved by the Governor and Executive Council on May 5, 2018, Marquis Consulting Services, Inc., formerly Marquis ID Systems ("MIDS"), which then became Gemalto and is now known as Thales DIS USA, Inc., agreed to supply certain services upon the terms and conditions specified in the Agreement and in consideration of payment by the DOS, certain sums as specified therein;

WHEREAS, pursuant to Section 18 Amendment, of the Agreement General Provisions, the Agreement may be amended only by an instrument in writing signed by the parties thereto and only after approval by the Governor and Executive Council;

WHEREAS, the parties desire to amend the agreement to increase the price limitation, to extend the implementation date for the Enhanced Driver License program, to extend the completion date of the Agreement, and to make various administrative changes to reflect the Contractor's current name as Thales;

WHEREAS, Thales and the DOS have agreed to amend the Agreement;

NOW THEREFORE, in consideration of the foregoing, and the covenants and conditions contained in the Agreement and set forth herein, the parties agree to the following:

The Agreement is hereby amended as follows:

1. Amend the following sections of the Contract Agreement by increasing the Price Limitation by \$2,322,000.00 from \$4,230,000.00 to not exceed \$6,552,000.00, as follows:

- Part 1, General Provisions, block 1.8;
- Exhibit B, section 1.1; and
- Exhibit B, section 2,

Of the additional \$2,322,000.00, an amount not to exceed \$702,000.00 is attributed to additional card production through December 31, 2021, and an amount not to exceed \$1,620,000.00 is attributed to additional card production from January 1, 2022 through December 31, 2023.

2. Amend the following sections of the Contract Agreement to reflect a new Completion Date of December 31, 2023:

- Part 1, General Provisions, block 1.7 Completion Date;
- Exhibit B, section 1.1 and
- Statement of Work, section 2.1, second paragraph.

3. Amend the Contract Agreement, Amendment 1, Item 2 so that the date of full implementation of the Enhanced Driver License (EDL) program shall be no later than June 1, 2022.

Date March 25, Initials T-L-B

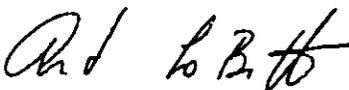
4. Amend the Contract Agreement generally such that all references in the Agreement to Marquis ID Systems, MIDS and Marquis Consulting Services, Inc., of 2914 Independence Drive, Fort Wayne, IN 46808 shall be changed to Thales DIS USA, Inc., of 9442 N Capital of Texas Hwy #100, Austin, TX 78759.
5. Amend Exhibit B, section 4 Payment Address by replacing the content thereof with "Thales DIS USA, Inc., Citi Bank, Lockbox 8107, PO Box 7247, Philadelphia, Pennsylvania 19170-8107."

CONTINUANCE OF AGREEMENT: Except as specifically amended and modified by the terms and conditions of this Amendment, the Agreement, Amendment 1 and the obligations of the parties thereunder shall remain in full force and effect in accordance with the terms and conditions set forth therein.

EFFECTIVE DATE OF THE AMENDMENT: This Amendment shall be effective upon its approval by the Governor and Executive Council of the State of New Hampshire. If approval is withheld, this document shall become null and void, with no further obligation or recourse to either party.

IN WITNESS WHEREOF, the parties have hereunto set their hands as of the day and year written above.

Thales DIS USA, Inc.

By:  Date: March 25, 2021

Title Executive Vice President, IBS NORAM

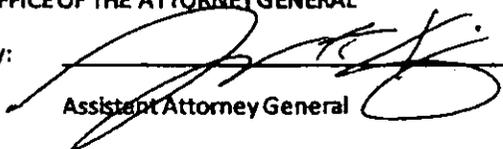
STATE OF NEW HAMPSHIRE

Department of Safety

By:  Date: 4/12/21

The foregoing contract, having been reviewed by this office, is approved as to form, substance and execution.

OFFICE OF THE ATTORNEY GENERAL

By:  On: 5/4/2021
 Assistant Attorney General

GOVERNOR AND COUNCIL OF NEW HAMPSHIRE

On: _____

Signed: _____ Title: _____

THALES

Thales DIS USA, Inc.
9442 Capital of Texas Highway North
Plaza II, Suite 400
Austin, Texas 78759
Tel: (215) 340-2000
www.thalesgroup.com/usa

SECRETARY'S CERTIFICATE (Corporation Without Seal)

I, Alex Woods, do hereby represent and certify that:

1. I am the Secretary of Thales DIS USA, Inc. (formerly known, as Gemalto, Inc.), a corporation duly organized and existing under the laws of Delaware (the "**Corporation**").
2. I am familiar with the corporate books of the Corporation.
3. I am duly authorized to issue this certificate with respect to the contents of such corporate books.
4. The following statements are true and correct based on the resolutions adopted by the Board of Directors of the Corporation via written consent in lieu of a meeting, effective as of April 1, 2020, which written consent was held in accordance with the provisions of the General Corporation Law of the State of Delaware ("**DGCL**").
5. The Corporation changed its name from Gemalto, Inc. to Thales DIS USA, Inc., as of April 1, 2020. This name change was properly affected in accordance with the provisions of the DGCL.
6. The following statements are true and correct based on the resolutions adopted by the Board of Directors of the Corporation via written consent in lieu of a meeting, effective as of October 1, 2020, which written consent was held in accordance with the provisions of the DGCL and the bylaws of the Corporation.
7. The signature of Antonio Lo Brutto, Vice President of this Corporation, affixed to any contract instrument or document shall bind the Corporation to the terms and conditions of the contract instrument or document.

8. The foregoing signature authority has not been revoked, annulled or amended in any manner whatsoever, and remains in full force and effect as of the date hereof
9. The following documents are true and correct copies of the original documents:
 - a) Board resolution dated as of April 1, 2020, approving the name change of Corporation.
 - b) Board resolution dated as of October 1, 2020, appointing officers of the Corporation.
 - c) Name change certificate, issued by Jeffrey W. Bullock, Secretary of State of the State of Delaware, dated as of February 28, 2020.
10. This Corporation has no seal.

IN WITNESS WHEREOF, I have hereunto set my hand as Secretary of the Corporation.

Dated: March 5, 2021

Thales DIS USA, Inc.



Alex Woods

Secretary

State of New Hampshire

Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that THALES DIS USA, INC. is a Delaware Profit Corporation registered to transact business in New Hampshire on March 12, 2020. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 838581

Certificate Number: 0005137941



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 15th day of January A.D. 2021.

A handwritten signature in black ink, appearing to read "Wm Gardner".

William M. Gardner
Secretary of State



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
01/20/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Aon Risk Services Northeast, Inc. New York NY Office One Liberty Plaza 165 Broadway, Suite 3201 New York NY 10006 USA	CONTACT NAME: PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): (800) 363-0105		
	E-MAIL ADDRESS:		
INSURED Thales DIS USA, Inc. (f/k/a Gemalto) Arboretum Plaza II 9442 Capital of Texas Highway Suite 400 Austin TX 78759 USA	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: AIU Insurance Company		19399
	INSURER B: New Hampshire Insurance Company		23841
	INSURER C: XL Insurance America Inc		24554
	INSURER D:		
	INSURER E:		

COVERAGES **CERTIFICATE NUMBER:** 570085797391 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS.

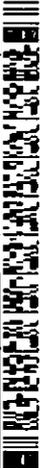
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	Limits shown are as requested	
C	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			US00096077LI21A	01/01/2021	01/01/2022	LIMITS EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000	
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$10,000			US00096078LI21A	01/01/2021	01/01/2022	EACH OCCURRENCE \$1,000,000 AGGREGATE \$1,000,000	
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC058240183 AOS (Incl. NY) WC058240181 CA	01/01/2021	01/01/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE-EA EMPLOYEE \$1,000,000 E.L. DISEASE-POLICY LIMIT \$1,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 The Department of Safety is included as Additional Insured in accordance with the policy provisions of the General Liability policy.

CERTIFICATE HOLDER The Department of Safety 33 Hazen Drive Concord NH 03301 USA	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Aon Risk Services Northeast, Inc</i>

Holder Identifier :

Certificate No : 570085797391



MV-DL-11-2017-01



State of New Hampshire

DEPARTMENT OF SAFETY
OFFICE OF THE COMMISSIONER
33 HAZEN DR. CONCORD, NH 03305
603/271-2791

JOHN J. BARTHELMES
COMMISSIONER

RQ# 182447

March 12, 2018

GC# 100
05-02-2018

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, New Hampshire 03301

Requested Action

Authorize the Department of Safety, Division of Motor Vehicles to enter into a retroactive contract amendment with Marquis Consulting Services, Inc., formerly Marquis ID Systems, Inc. (VC#167867-B001) Austin, Texas, by increasing the price limitation by \$405,000.00, from \$3,825,000.00 to a not-to-exceed total of \$4,230,000.00, and by extending the end date from January 15, 2021 to December 31, 2021. All other terms and conditions of the original contract, approved by the Governor and Executive Council on June 10, 2015, as item # 111, remain in full force and effect. Effective upon Governor and Executive Council approval for the period of February 1, 2017 through December 31, 2021. Funding source: 100% Agency Income (Cost of Collections).

Funds are anticipated to be available as follows in SFY 2022 contingent upon availability and continued appropriations with the ability to adjust between state fiscal years through the Budget Office, if needed and justified.

02-23-23-233015-23110000 Dept. of Safety – Division of Motor Vehicles – Driver Licensing
103-502664 Contracts for Operational Services

SFY 2022
\$405,000.00

Explanation

This amendment is retroactive due to delays in the implementation of VISION that required additional work by the vendor. The amendment aligns the end date of the existing contract with Marquis Consulting Services with the revised VISION implementation date of October 11, 2017 and provides payment for additional services provided. Marquis agreed to maintain current card production systems from February 2017 through October 2017 to ensure that license production was not impacted by the VISION system implementation delay. This amendment includes one-time payments for these services as well as implementation of Real ID compliant license production. The amendment also funds the production of Enhanced Driver Licenses (EDLs) at an additional cost of \$1.35 per card. EDLs allow holders to travel in and out of the United States to Mexico, Canada and the Caribbean by land or by sea without a Passport. By extending this contract through December 31, 2021, the Division of Motor Vehicles extends the previously negotiated per-card rates for an additional 12 months.

Respectfully submitted,

John J. Barthelmes
Commissioner of Safety



STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY
27 Hazen Dr., Concord, NH 03301
Fax: 603-271-1516 TDD Access: 1-800-735-2964
www.nh.gov/doit

Denis Goulet
Commissioner

March 14, 2018

John J. Barthelmes, Commissioner
Department of Safety
State of New Hampshire
23 Hazen Drive
Concord, NH 03301

Dear Commissioner Barthelmes:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to enter into a contract amendment with Marquis Consulting Services, Inc., of Austin, TX as described below and referenced as DoIT No. 2015-072A.

The purpose of this request is for the vendor, Marquis Consulting Services, Inc., to continue to provide a full set of services to maintain current card production systems for the Department of Safety, Division of Motor Vehicles. This amendment includes one-time payments for services provided due to the VISION system implementation delay and the implementation of Real ID compliant license production. The amendment also funds the production of Enhanced Driver Licenses (EDLs) at an additional cost of \$1.35 per card. EDLs allow holders to travel in and out of the United States by land or by sea without a Passport.

The funding amount for this amendment is \$405,000, increasing the current contract from \$3,825,000 to \$4,230,000. This amendment extends the contract end date by twelve months to align with other Vision related projects. The contract shall become effective upon Governor and Council approval through December 31, 2021.

A copy of this letter should accompany the Department of Safety's submission to the Governor and Executive Council for approval.

Sincerely,

Denis Goulet

DG/ik
DoIT #2015-072A

cc: Scott Hopkins, IT Manager, DoIT

Amendment 1
VISION Card Creation System Contract
Contract 2015-072

This Agreement (hereinafter called the "Amendment") is by and between Marquis Consulting Services, Inc., (VC# 206990-P001), and the State of New Hampshire acting by and through the Department of Safety, Division of Motor Vehicles (DOS).

WHEREAS, pursuant to an Agreement (herein after referred to as the "Agreement"), approved by the Governor and Executive Council, on June 10, 2015, Item # 111, Marquis ID Systems, (MIDS) now Marquis Consulting Services, Inc., 9442 Capital of Texas, Hwy North 2-100, Austin, TX 78759 agreed to supply certain services upon the terms and conditions specified in the Agreement and in consideration of payment by the DOS, certain sums as specified therein;

WHEREAS, pursuant to Section 18. Amendment, of the Agreement General Provisions, the Agreement may be amended only by an instrument in writing signed by the parties thereto and only after approval by the Governor and Executive Council;

WHEREAS, Marquis Consulting Services, Inc., and the DOS have agreed to amend the Agreement;

NOW THEREFORE, in consideration of the foregoing, and the covenants and conditions contained in the Agreement and set forth herein, the parties agree to the following:

The Agreement is hereby amended as follows:

1. Amend "Exhibit I Work Plan", "E. Project Schedule", implementation is to coincide with the VISION go-live date of fourth quarter of 2015", to read, "Implementation is to coincide with the amended VISION go-live date of October 11, 2017."
 - 1.1 Amend the Agreement to include a one-time payment of \$122,800.00 for the amended go-live date of October 11, 2017, pursuant to section 1. of this Amendment.
 - 1.2 Amend the Agreement to include a one-time payment of \$25,000.00 for implementation of Real ID compliant driver licenses and non-driver identification cards prior to implementation of VISION.
 - 1.3 Amend the Agreement to include a one-time payment not to exceed \$120,000.00 for additional card production costs for each card produced from February 1, 2017 through October 6, 2017, prior to implementation of VISION.
 - 1.4 Amend the Agreement to include a one-time payment of \$24,513.00 for Excess Supplies, as described in the MIDS Amendment #2, section 1.7, approved by the Governor and Executive Council on December 3, 2014, as item #84.
2. Amend the Agreement to include implementation of the Enhanced Driver License (EDL) effective January 1, 2018, at an additional cost of \$1.35 per each EDL card, referenced in Exhibit N "Contractor Proposal by Reference", MIDS Proposal section "D-4 General Topics", "Topic 29 – Enhanced Driver License."
3. Amend the "Statement of Work", "2. Contract Term", "2.1 Term", "The Contract shall begin on the Effective Date and extend through January 15, 2021.", to read "The Contract shall begin on the Effective Date and extend through December 31, 2021", pursuant to section 1. of this Amendment.
 - 3.1. Amend the General Provisions, Section 1.7 "Completion Date of January 15, 2021", to reflect a new "Completion Date of December 31, 2021".

3.2. Amend the General Provisions, Section 1.8 by increasing the Price Limitation by \$405,000 from \$3,825,000 to not exceed \$4,230,000.

3.3. Amend Exhibit B, 1.1 Not to Exceed, to read, "Effective Date through December 31, 2021".

CONTINUANCE OF AGREEMENT: Except as specifically amended and modified by the terms and conditions of this Amendment, the Agreement and the obligations of the parties there under shall remain in full force and effect in accordance with the terms and conditions set forth therein.

EFFECTIVE DATE OF THE AMENDMENT: This Amendment shall be effective upon its approval by the Governor and Executive Council of the State of New Hampshire. If approval is withheld, this document shall become null and void, with no further obligation or recourse to either party.

IN WITNESS WHEREOF, the parties have hereunto set their hands as of the day and year written above.

Marquis Consulting Services, Inc.

By: [Signature] Date: 3/16/18
Title PRESIDENT

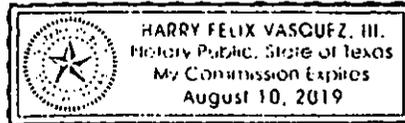
Corporate Signature Notarized:

STATE OF TEXAS
COUNTY OF TRAVIS

On this the 16th day of MAY, 2018, before me, HARRY FELIX VASQUEZ III, the undersigned Officer NEVILLE PATTON personally appeared and acknowledged her/himself to be the PRESIDENT of MARQUIS CONSULTING SERVICES, INC. corporation, and that she/he, as such PRESIDENT being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by her/himself as PRESIDENT.

IN WITNESS WHEREOF I hereunto set my hand and official seal.

[Signature]
Notary Public/Justice of the Peace
My Commission Expires:



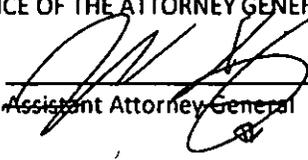
(SEAL)

STATE OF NEW HAMPSHIRE
Department of Safety

By: [Signature] Date: 3/23/18

The foregoing contract, having been reviewed by this office, is approved as to form, substance and execution.

OFFICE OF THE ATTORNEY GENERAL

By: 
Assistant Attorney General

On: March 30, 2018

GOVERNOR AND COUNCIL OF NEW HAMPSHIRE

On: _____

Signed: _____ Title: _____

MV-DL-04-2015 01



State of New Hampshire

DEPARTMENT OF SAFETY
OFFICE OF THE COMMISSIONER
33 HAZEN DR. CONCORD, NH 03305
603/271-2791

JOHN J. BARTHELMES
COMMISSIONER

GC# 111

06-10-2015

May 26, 2015

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Council
State House
Concord, New Hampshire 03301

Requested Action

Pursuant to RSA 263:1 "License Required", authorize the Department of Safety, Division of Motor Vehicles, to enter into a contract with Marquis ID Systems (VC#167867-B001) in Fort Wayne, Indiana, in an amount not to exceed \$3,825,000.00, for the continued provision of necessary workstations, printers, computer hardware, software, and service to produce and issue driver licenses and identification cards. Effective upon Governor and Council approval through January 15, 2021, with an option to renew for one two-year extension. Funding Source: 100% Agency Income.

Funds are anticipated to be available in the SFY2016/SFY2017 operating budget and contingent upon the availability and continued appropriations in SFY2018 through SFY2021 with authority to adjust between fiscal years through the Budget Office if needed and justified.

02-23-23-233015-23110000 Dept. of Safety – Division of Motor Vehicles – Driver Licensing
103-502664 Contracts for Operational Services

<u>SFY2016</u>	<u>SFY2017</u>	<u>SFY2018</u>	<u>SFY2019</u>	<u>SFY2020</u>	<u>SFY2021</u>	<u>TOTAL</u>
\$292,500.00	\$810,000.00	\$810,000.00	\$810,000.00	\$810,000.00	\$292,500.00	\$3,825,000.00

Explanation

The contract will allow for the continued provision of the necessary workstations, printers, computer hardware, software, and service for the production and issuance of driver licenses and identification cards. Under this contract, the vendor will ensure that all components of the software are continually tested to protect the State's hardware and software and its related data assets. Card production is estimated to be 130,000 cards for approximately half of SFYs 2016 and 2021 and approximately 360,000 in each full SFY through SFY 2020. The reduction of cards manufactured in SFYs 2016 and 2021 is also due to change over from a four-year license to a five-year license. The cost per card will decrease from the current cost of \$2.657 to \$2.25 per card.

The State of New Hampshire, acting through the Department of Safety (DOS), Division of Motor Vehicles (DMV), released a Request for Proposal (RFP #2015-072) to the State of NH website. The RFP was posted to the State's website, http://admin.state.nh.us/purchasing/bids_posteddte.asp on January 13, 2015, with proposals due no later than March 10, 2015. A vendor conference was held on February 4, 2015 with seven (7) potential bidders attending.

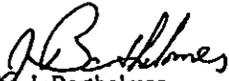
As a result of the RFP issuance and the vendor conference, three (3) potential vendors submitted proposals by the submission deadline date. After review of the proposals and vendor presentations, the contract was awarded to Marquis ID Systems (MIDS), who had the highest overall score and the lowest cost to the state.

RFP 2015-072 was scored utilizing an average of individual scores from a six-person evaluation committee. MIDS proposal offered the lowest cost to the State of New Hampshire. The scoring committee consisted of Richard C. Bailey, Director, DMV; William Joseph, Deputy Director, DMV; Robert Lussier, Administrator III, DMV; Thomas Chagnon, Information Technology

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Council
May 26, 2015
Page 2 of 2

Manager, DMV; Jeff Oberdank, Supervisor of the Driver Licensing Bureau, DMV; and Susan Hubschmann, Assistant Supervisor of the Bureau of Operations, DMV.

Respectfully submitted,


John J. Barthelmes
Commissioner of Safety



STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY
27 Hazen Dr., Concord, NH 03301
Fax: 603-271-1516 TDD Access: 1-800-735-2964
www.nh.gov/doi

Denis Goulet
Commissioner

May 21, 2015

John J. Barthelmes
Commissioner
Department of Safety
33 Hazen Drive
Concord, NH 03305

Dear Commissioner Barthelmes:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your request to enter into a contract with Marquis ID Systems (Marquis), as described below and referenced as DoIT No. 2015-072.

The purpose of this contract is to procure a full set of services that will capture images, produce American Association of Motor Vehicle Administrators (AAMVA) compliant credentials (permanent and temporary cards), integrate with Vision our Driver's Licensing management system and provide support for workstations and a central production environment to produce Driver's Licenses and other similar State issued cards. The cost of this project is not to exceed \$3,825,000. The contract term is from Governor and Executive Council approval through January 15, 2021.

A copy of this letter should accompany the Department of Safety submission to the Governor and Executive Council for approval.

Sincerely,

Denis Goulet

DG/dcp
DOS 2015-072

cc: David Perry, Contracts Manager, DoIT

STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY DIVISION OF MOTOR VEHICLES
VISION CARD CREATION SYSTEM
CONTRACT 2015-072
CONTRACT AGREEMENT -PART 1

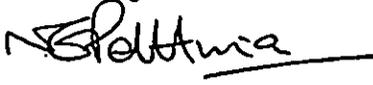
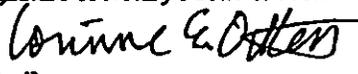
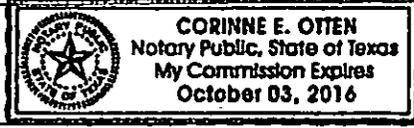
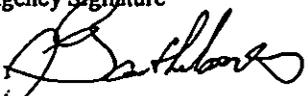
Subject: VISION Card Creation System Contract

AGREEMENT

The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Department of Safety, Division of Motor Vehicles		1.2 State Agency Address 23 Hazen Drive Concord, NH 03305	
1.3 Contractor Name MARQUIS CONSULTING SYSTEMS, (MIDS)		1.4 Contractor Address 2914 Independence Drive Fort Wayne, IN 46808	
1.5 Contractor Phone Number (260) 497-6437	1.6 Account Number 02-23-23-233015-23110000-103-502664	1.7 Completion Date January 15, 2021	1.8 Price Limitation \$3,825,000
1.9 Contracting Officer for State Agency Elizabeth Bielecki Department of Safety, Director of Administration		1.10 State Agency Telephone Number (603) 223-8020	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory NEVILLE PATTINSON PRESIDENT MIDS.	
1.13 Acknowledgement: State of <u>TEXAS</u> , County of <u>TRAVIS</u> On <u>May 15, 2015</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace  [Seal]			
1.13.2 Name and Title of Notary or Justice of the Peace Corinne Otten Notary Public Texas			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory John J. Barthelmes, Commissioner	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) By:  On: <u>5/28/15</u>			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			

2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("Effective Date").
3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.
5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.
5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement

those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. In addition, the Contractor shall comply with all applicable copyright laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

10. **TERMINATION.** In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of

termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

11. **CONTRACTOR'S RELATION TO THE STATE.** In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. **ASSIGNMENT/DELEGATION/SUBCONTRACTS.** The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the N.H. Department of Administrative Services. None of the Services shall be subcontracted by the Contractor without the prior written consent of the State.

13. **INDEMNIFICATION.** The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$2,000,000 per occurrence; and

14.1.2 fire and extended coverage insurance covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer

identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than fifteen (15) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to endeavor to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than ten (10) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("*Workers' Compensation*").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

17. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire.

19. CONSTRUCTION OF AGREEMENT AND TERMS.

This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

20. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. SPECIAL PROVISIONS. Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

23. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.

STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY
VISION CARD CREATION SYSTEM
CONTRACT 2015-072
EXHIBIT A
CONTRACT DELIVERABLES

1. DELIVERABLES, MILESTONES AND ACTIVITIES

MARQUIS ID SYSTEMS, (MIDS) shall provide the State with the hardware and software to provide a full set of services that will capture images, produce AAMVA compliant credentials (permanent cards), integrate with VISION our Driver Licensing management system and provide support for the workstations and central production environment.

Prior to the commencement of work on Non-Software and Written Deliverables, MIDS, shall provide to the State a template, table of contents, or agenda for review and prior approval by the State.

The Deliverables are set forth in the Schedule described below in Section 2.

Pricing for Deliverables is set forth in Exhibit B: *Price and Payment Schedule*. Pricing will be effective for the Term of this Contract, and any extensions thereof.

2. DELIVERABLES, MILESTONES, AND ACTIVITIES SCHEDULE

2.1 Implementation Schedule – Activities / Deliverables / Milestones

Table A-1 - Deliverables

Name of Mandatory Project Activity and Deliverable/Milestone		
Activity and Deliverable/Milestone	Deliverable Type	Comments
Project Management Plan	Written	Review first draft in Initiating Phase but expect for it to be updated throughout project.
Initiation Phase (Conduct Kickoff)	Non-Software	Kickoff is actually found as first step in our Planning Phase.
Communications Plan to be added to the VISION Implementation Plan	Written	Established in our Project Kickoff
Change Management Plan to be added to the VISION Implementation Plan	Written	Part of our Monitoring Phase but introduced during Project Kickoff.
Interface Plan and Design/Capability	Written	Discussed in Planning Phase (Solution Requirements) and captured and submitted in our SRS.
Data Conversion Plan and Design	Written	Discussed in Planning Phase (Solution Requirements) and captured and submitted in our SRS.
Risk and Issue Management Plan	Written	Part of our Monitoring Phase but

STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY
VISION CARD CREATION SYSTEM
CONTRACT 2015-072
EXHIBIT A
CONTRACT DELIVERABLES

		introduced during Project Kickoff.
Implementation Plan to be added to the VISION Implementation Plan	Written	Discussed in Planning Phase (Solution Requirements) and captured and submitted in our SRS and updated Project Plan.
Comprehensive Training Plan, Materials, and Curriculum to be added to the VISION Training Plan	Written	Discussed in Planning Phase (Training Plan). Materials delivered during Executing Phase for actual training and documentation.
On-Site Technical Support Plan	Written	Discussed in Planning Phase (Solution Requirements) and an output
Documentation of Operational Procedures	Written	Covered in our Executing Phase under Documentation.
Software Configured to Satisfy State Requirements	Software	Covered in our Executing Phase under Install/Acceptance Testing
Conduct Volume / Stress Testing & Tuning	Written	Performed in Executing Phase under two area: MIDS In-House Integration/System Testing as first step and final with State under Install/Acceptance Test.
Support User Acceptance Testing	Written	Covered in our Executing Phase under Install/Acceptance Testing
Support Training	Non-Software	Performed in Executing Phase under Training.
System Acceptance	Non-Software	Covered in our Executing Phase under Install/Acceptance Testing
Project Close Out	Written	Managed in our Closing Phase after final acceptance

3. TRAINING DELIVERABLES

Training will be in accordance with the requirements set forth in Contract Exhibit L: *Training Services* and the Schedule established by the *Work Plan*, Contract Exhibit I.

4. SOFTWARE LICENSES

Software Licenses are set forth in Contract Exhibit J.

STATE OF NEW HAMPSHIRE
 DEPARTMENT OF SAFETY
 VISION CARD CREATION SYSTEM
 CONTRACT 2015-072
 EXHIBIT B
 PRICE AND PAYMENT SCHEDULE

1. DELIVERABLE PAYMENT SCHEDULE

1.1 Not to Exceed

This is a Not to Exceed Contract for up to \$3,825,000 for the period between the Effective Date through January 15, 2021. MIDS shall be responsible for performing its obligations in accordance with the Contract. The cost for all activities outlined in this contract is fully loaded in the per card cost described below. This Contract will allow MIDS to invoice the State for permanent and temporary cards actually produced.

Table B-1 – Pricing YEARS 1 THROUGH 5 PER CARD COST ON SITE DMV PRINT FARM

Features	Year 1 Cost	Year 2 Cost	Year 3 Cost	Year 4 Cost	Year 5 Cost
Basic Card (includes support, maintenance, annual card design review, and on-going licensing costs for 2 level 1, 2 level 2 and 1 level 3 security features)	\$2.15	\$2.15	\$2.15	\$2.15	\$2.15
Temporary Card	.10	.10	.10	.10	.10

Table B-2: – Pricing OPTIONAL 2 YEAR EXTENSION – PER CARD COST ON SITE DMV PRINT FARM

Features	Year 6 Cost	Year 7 Cost
Basic Card (includes support, maintenance, annual card design review, and on-going licensing costs for 2 level 1, 2 level 2 and 1 level 3 security features)	\$2.15	\$2.15
Temporary Card	.10	.10

2. TOTAL CONTRACT PRICE

Notwithstanding any provision in the Contract to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments made by the State exceed \$3,825,000 ("Total

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY
VISION CARD CREATION SYSTEM
CONTRACT 2015-072
EXHIBIT B
PRICE AND PAYMENT SCHEDULE**

Contract Price"). The payment by the State of the total Contract price shall be the only, and the complete reimbursement to MIDS for all fees and expenses, of whatever nature, incurred by MIDS in the performance hereof. The State will not be responsible for any travel or out of pocket expenses incurred in the performance of the Services performed under this Contract.

3. INVOICING

All invoices shall be subject to the State's prior written approval, which shall not be unreasonably withheld. Invoices shall contain detailed information with the service period and volume of both permanent and temporary cards produced during that period. Upon receipt of a properly documented and undisputed invoice, the State will pay the correct and undisputed invoice within thirty (30) days of invoice receipt. Invoices will not be backdated and shall be promptly dispatched.

Invoices shall be sent to:
Robert Lussier
Department of Safety
23 Hazen Drive
Concord, NH 03301

4. PAYMENT ADDRESS

MARQUIS ID SYSTEMS, (MIDS)
2914 Independence Drive, Fort Wayne, IN 46808

5. OVERPAYMENTS TO MIDS

MIDS shall promptly, but no later than fifteen (15) business days, return to the State the full amount of any overpayment or erroneous payment upon notice from the State.

6. CREDITS

The State may apply credits due to the State arising out of this Contract, against MIDS invoices with appropriate information attached.

7. RIGHT TO OFFSET

The State reserves the right to offset from any amounts otherwise payable to MIDS under the Contract those amounts required or permitted under the Contract, by New Hampshire RSA 80:7 through 7-C, or any other provision of law.

STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY
VISION CARD CREATION SYSTEM
CONTRACT 2015-072
CONTRACT EXHIBIT C
SPECIAL PROVISIONS

SPECIAL PROVISIONS

1. Card Design

1.1 Initial Card Design

As was described in Topic 28 under Planning Phase (Card Design Requirements) in the MIDS proposal, clarification of specific card types listed below must be addressed in the card design phase of the project using the AAMVA 2013 standard. The initial card design process shall address, at a minimum, the following card types:

- Operator Driver License
- Motorcycle License
- CDL
- CDL Permit (Temporary Card)
- Youth Operator (Vertical Card)
- Non-Driver ID
- Voter ID
- Restricted License
- Inspection Mechanic Card
- Commercial Boat License
- Other Potential Card Types
- Real ID (Compliant and Noncompliant)
- Various Endorsements on all License types

1.2 Annual Card Design Review

At an agreed upon time annually the vendor and the NHDMV will meet and review all potential card design changes as required as a result of State of New Hampshire legislative actions or other specific requirements determined by the NHDMV. Card design changes resulting from this annual meeting are included in the cost proposal contained in this contract unless those changes involve changes that require additional optional level 1, level 2, or level 3 security features that were not identified as being included in the per-card cost in the MIDS proposal.

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY
VISION CARD CREATION SYSTEM
CONTRACT 2015-072
CONTRACT EXHIBIT C
SPECIAL PROVISIONS**

2. Disaster Recovery for Card Production

Should the disaster recovery plan need to be implemented, MIDS will need to produce NHDMV printed credential cards in their facility within three business days of the NHDMV declaring that a disaster has occurred and from the date of receipt of a batch of credential requests. The MIDS facility used to produce the NHDMV printed credential cards must meet the security requirements to safeguard the documents. It must also meet the minimum requirements for the production and distribution of security documents through the use of standards and best practices and be NASPO certified. The State of New Hampshire is responsible for all costs relating to United States Postal Service charges incurred by MIDS for the delivery of credentials to named credential holders during an NHDMV declared disaster.

3. Counter Ergonomic Layout

The NHDMV and MIDS will collaborate to design and implement a sound ergonomic counter layout that provides efficiency and ease of use at each workstation in all DMV locations. Site surveys are to occur at specific DMV office locations to be determined by the NHDMV.

4. Operational Support

Billing under this contract is predicated on the production of cards by the MIDS CCS system that has been fully integrated with VISION. Once the CCS and VISION functionality has gone into production it is MIDS responsibility to ensure the CCS functionality stays operational. This responsibility must be achieved through sound preventative maintenance practices, real time monitoring of systems and close collaboration with State resources which included DMV, DoIT and any support contractors. As with any large integrated system, troubleshooting, analysis and remediation of any outage or service degradation is a complex process. MIDS shall meaningfully participate in these activities even in situations where the actual cause may be outside the CCS.

5. Reporting and Managing Support and Service Problems

All system problems, issues, and concerns relating to the MIDS card creation system will be reported to MIDS by designated NHDMV staff or MIDS designated employees; by calling a MIDS toll-free support telephone number, or through an e-mail sent to a specific MIDS support e-mail address, or through a MIDS provided Internet support web portal, to allow for a support request to be created in an existing MIDS support request issue tracking system as needed. Once the request has been created by MIDS in this system, then an issue tracking number is to be e-mailed by MIDS to a predetermined group of NHDMV staff to make them

STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY
VISION CARD CREATION SYSTEM
CONTRACT 2015-072
CONTRACT EXHIBIT C
SPECIAL PROVISIONS

aware of the reported support request. The e-mail being sent by MIDS is to include the following information.

- Support Request Issue Tracking Number
- Date and time MIDS was contacted by NHDMV requesting support
- Name of individual at the NHDMV requesting support
- Reason for support request (problem, issue, concern, etc...)
- DMV city/town location where support is requested for
- Date and time support request was created by MIDS
- Name of MIDS representative that the support request is assigned to

This number is to be utilized throughout the life of the support request to allow for continued tracking of all support and correspondence activities that occur against the open support request. Once the support request has been closed, as a result of a resolution, then the request will remain available indefinitely to NHDMV for all historical reporting purposes.

MIDS is to provide a weekly status report made available to the NHDMV on every Monday for all open support requests detailing the previous week's activities. This report is to include the following entries for all open and active support requests and all support requests that were closed during the time period.

- Support Request Issue Tracking Number
 - Date and time support request was created by MIDS
 - Name of MIDS representative that the support request is assigned to
 - Date and time MIDS responded to the support request
 - Current status of support request (Open, Closed, Hold, etc...)
 - Date, time, and major milestones of support request
 - Date, time, and resolution of closed support request
 - Reasons as to why current open and active support requests are not closed
6. A cubical area will be provided to the MIDS onsite technical support/service representative within the DMV headquarters located at 23 Hazen Drive, Concord, NH. It is expected that this individual will reside in this location daily Monday – Friday from 8:00 am – 4:30 pm unless traveling to DMV substations to provide support to DMV staff or servicing the card creation system hardware in these locations. A storage area will also be provided within the DMV at 23 Hazen Drive for spare card creation system replacement devices and parts to be located and accessed by MIDS representatives as needed.

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY
VISION CARD CREATION SYSTEM
CONTRACT 2015-072
CONTRACT EXHIBIT C
SPECIAL PROVISIONS**

7. SYSTEM SUPPORT

7.1 MIDS's Responsibility

MIDS will be responsible for performing on-site or remote technical support in accordance with the Contract Documents, including without limitation the requirements, terms, and conditions contained herein.

7.2 System Support Levels

7.2.1 Class A Deficiencies (Telephone Support)

For all Class A Deficiencies, MIDS shall have available to the State on-call telephone assistance with issue tracking, during State Normal Business Hours. MIDS must notify the State of planned corrective action within one (1) business hour of a request. As this system is critical to the State MIDS shall do everything possible to expedite a repair;

7.2.2 Class A Deficiencies (On-site or Remote Support)

For all Class A Deficiencies, MIDS shall provide support on-site, or with remote diagnostic Services, within four (4) business hours of a request; and

7.2.3 Class B & C Deficiencies

For all Class B & C Deficiencies the State will notify the MIDS of such Deficiencies during regular business hours and the MIDS shall respond within twenty four (24) hours of notification of planned corrective action.

8. SUPPORT INCIDENT AND DATA COLLECTION

8.1 Records

MIDS shall maintain a record of the activities related to warranty repair and support activities performed for the State. For all Extended Warranty service calls, MIDS shall ensure the following information shall be collected and maintained:

1. Nature of the Deficiency;
2. Current status of the Deficiency;
3. Action plans, dates, and times;
4. Expected and actual Completion time;
5. Deficiency resolution information;
6. Resolved by;
7. Identifying number i.e. work order number; and
8. Issue identified by.

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY
VISION CARD CREATION SYSTEM
CONTRACT 2015-072
CONTRACT EXHIBIT C
SPECIAL PROVISIONS**

8.2 System Monitoring

MIDS shall work with the State to identify and troubleshoot potentially large-scale System failures or Deficiencies by collecting the following information:

1. Mean time between reported Deficiencies with the System;
2. Diagnosis of the root cause of the problem; and
3. Identification of repeat calls or repeat System problems.

9. Workstation Uninterruptable Power Supplies

1. MIDS will provide the 46 workstations UPSs that are currently in use at DMV locations.
2. The state will provide 14 new UPSs of the same of equivalent model.
3. The state will be responsible for ongoing maintenance or replacement of workstation UPS's.

10. SECURITY

The State and MIDS agree that maintaining security of the data and overall system integrity is paramount. MIDS will comply with the security standards and procedures that are used to manage the DOS IT environment.

11. CONTRACT SECURITY/PERFORMANCE BOND

MIDS shall furnish the State with a Performance Bond in an amount of \$1,000,000 within ten (10) business days of receipt of notice of intent to award a Contract. MIDS shall bear the full expense of both the initial expense and the annual premiums for the Performance Bond. If such is not provided, the award may be nullified.

The Performance Bond shall be in a form and substance satisfactory to the State. The Performance Bond shall be maintained by MIDS in full force and effect for 18 months from the commencement of work. The Vendor or any of its sureties shall not be released from their obligations under the Performance Bond from any change or extension of time, or termination of this Contract. The Performance Bond shall contain a waiver of notice of any changes to this Contract or the Deliverables or the Specifications, or of any Change Orders.

Payments shall not be due to MIDS until the Performance Bond is in place and approved by the State in writing. A licensed insurance company authorized to do business in the State of New Hampshire and made payable to the State of New Hampshire shall issue the Performance Bond.

The Performance Bond shall contain the Contract number and dates of performance. MIDS shall extend the validity and enforcement of the Performance Bond for said periods if the State exercises an option to extend the Contract for any additional period(s).

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY
VISION CARD CREATION SYSTEM
CONTRACT 2015-072
CONTRACT EXHIBIT C
SPECIAL PROVISIONS**

The Performance Bond shall secure the performance of MIDS, including without limitation performance of the Services in accordance with the Work Plan and providing Deliverables in accordance with the Specifications, and shall secure any damages, cost or expenses resulting from MIDS default in performance or liability caused by MIDS. The Performance Bond shall become payable to the State for any outstanding damage assessments made by the State against MIDS if there is a termination for default. An amount up to the full amounts of the Performance Bond may also be applied to MIDS liability for any administrative costs and/or excess costs incurred by the State in obtaining similar Software, Deliverables, other products, and Services to replace those terminated as a result of MIDS default. In addition to this stated liability, the State may seek other remedies.

The State reserves the right to review the Performance Bond and to require MIDS to substitute a more acceptable Performance Bond in such form(s) as the State deems necessary prior to Acceptance of the Performance Bond.

STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY
VISION CARD CREATION SYSTEM
CONTRACT 2015-072
EXHIBIT D
ADMINISTRATIVE SERVICES

1. STATUS REPORTS

The State believes that effective communication and reporting is essential to Project success. At a minimum, the State expects the following:

MIDS shall submit reports in accordance with the Schedule and terms of the Contract. All reports shall be prepared in formats approved by the State. MIDS Project Manager shall assist the State's Project Manager, or itself produce reports related to Project Management as reasonably requested by the State. MIDS shall produce project status reports, which shall contain, at a minimum, the following:

- a. Project status as it relates to Work Plan
- b. Deliverables status
- c. Accomplishments during weeks being reported
- d. Planned activities for the upcoming two week period
- e. Future activities
- f. Issues and concerns requiring resolution. Reports should include resolution approach, required resources, and target dates for resolution and project impact.
- g. Report and remedies in case of falling behind schedule

Where opportunities exist to include CCS information within the VISION status reporting process that is in place upon mutual agreement between the state and MIDS combined reports will satisfy the CCS reporting requirements.

2. STATE-OWNED DOCUMENTS AND DATA

MIDS shall provide the State access to all documents, State Data, materials, reports, and other work in progress relating to the Contract ("State Owned Documents"). Upon expiration or termination of the Contract with the State, MIDS shall turn over all State-owned documents, material, reports, and work in progress relating to the Contract to the State at no additional cost to the State. Documents must be provided in both printed and electronic format.

MIDS hereby agrees to the conditions of all applicable State laws and regulations, which are incorporated herein by reference, regarding retention and access requirements relating to all records relating to the Contract. The record retention policies of this agreement shall be consistent with the Federal Acquisition Regulations (FAR) Subpart 4.7 MIDS Records Retention except where they are in conflict with State laws and regulations.

3. ACCOUNTING REQUIREMENTS

MIDS shall maintain an accounting system in accordance with generally accepted accounting principles. The costs applicable to the Contract shall be ascertainable from the accounting system.

4. WORK HOURS

State personnel shall work normal business hours between 8:00 am and 4:30 pm, eight (8) hour days, forty (40) hour weeks, excluding State of New Hampshire holidays. Changes to this schedule may be made upon agreement with the State Project Manager.

STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY
VISION CARD CREATION SYSTEM
CONTRACT 2015-072
EXHIBIT E
IMPLEMENTATION SERVICES

MIDS shall provide the State with the following Services set forth in this Exhibit E.

1. IMPLEMENTATION STRATEGY

1.1 Key Components

- A. The MIDS implementation strategy must integrate with the implementation approach and timeline of the VISION project.
- B. MIDS and the State shall agree upon and adopt a change management approach to identify and plan key strategies and communication initiatives.
- C. Training for workstation users must be integrated with VISION training. MIDS will assist in adding material to training that covers the use of the functionality of software and equipment provided by MIDS. MIDS will develop and deliver training needed by state staff at the central production site.
- D. MIDS shall utilize an approach that fosters and requires the participation of State resources, uses their business expertise to assist with the configuration of the applications, and prepares the State to assume responsibility for and ownership of the new system.
- E. MIDS shall manage project execution and provide their own tools needed to create and manage the Project's Work Plan and tasks, manage and schedule project staff, track and manage issues, manage changing requirements, maintain communication within the project team, and report status. MIDS is not responsible for providing licenses of standard project software, such as Microsoft Project, to NHDMV.
- F. MIDS shall adopt an implementation time line that is aligned with the VISION project time line and is based on a mutually agreed upon Work Plan.
- G. MIDS shall work closely with Tech Mahindra in collaboration to ensure both projects success. NHDMV and MIDS will collaborate to maintain confidentiality requests made in documentation/deliverables to ensure proper protection of intellectual property if deemed as confidential and that it is information not required by Tech Mahindra to fulfill their responsibilities.

STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY
VISION CARD CREATION SYSTEM
CONTRACT 2015-072
EXHIBIT E
IMPLEMENTATION SERVICES

1.2 Timeline

The timeline is set forth in the Work Plan.

1.2.1 Planning

During the initial planning period Project task and resource plans shall be established for: the preliminary training plan, the change management plan, communication approaches, Project standards and procedures finalized, and team training initiated.

1.2.2 Project Infrastructure

The focus of the project infrastructure work phase is the acquisition and implementation of the project's development and production hardware infrastructure.

1.2.3 Implementation

Timing shall be structured to recognize interdependencies between applications and structure a cost effective and timely execution.

Processes shall be documented, training established, and the application shall be ready for Implementation in accordance with the State's schedule.

The State shall choose a one-time statewide Implementation.

1.2.4 Change Management and Training

MIDS's change management and training Services shall be focused on developing change management and training strategies and plans. Its approach relies on State resources for the execution of the change management and end user training.

2. IMPLEMENTATION METHODOLOGY

MIDS Team shall provide the consulting Services for the Contract. Its approach includes, but is not limited to the following:

2.1 Network Services

- a. The state shall provide the network connectivity between the CCS central environment and the other necessary DMV locations. MIDS shall consult on the impact that CCS may have on the existing network capacity and assist in the design of any network expansions.

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY
VISION CARD CREATION SYSTEM
CONTRACT 2015-072
EXHIBIT E
IMPLEMENTATION SERVICES**

- b. The state shall provide the network connectivity between the CCS central environment and the other necessary DMV locations. MIDS shall consult on the impact that CCS may have on the existing network capacity and assist in the design of any network expansions.
- c. The state will provide space for the CCS central servers in the data center at 33 Hazen Drive. The state will also provide power and DOS network connectivity for the CCS central servers.

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY
VISION CARD CREATION SYSTEM
CONTRACT 2015-072
EXHIBIT F
TESTING SERVICES**

MIDS shall provide the following Products and Services described in this Exhibit F, including but not limited to:

1. TESTING AND ACCEPTANCE

MIDS shall bear all responsibilities for the full suite of Test Planning and preparation throughout the Project. MIDS will also provide training as necessary to the State staff responsible for test activities. MIDS shall be responsible for all aspects of testing contained in the Test Plan including support, at no additional cost, during User Acceptance Test conducted by the State.

The test plan methodology shall reflect the needs of the project and be compatible with the VISION test plan and be included in the finalized Work Plan.

All Testing and Acceptance (both business and technically oriented testing) shall apply to testing the System as a whole, (e.g., software modules or functions, and Implementation(s)). MIDS will provide an Acceptance Test Plan (ATP) that will include planning, test scenario and script development, Data and System preparation for testing, and Unit Testing, System Integration Testing, Conversion Testing, Installation Testing, Regression Testing, Performance Tuning and Stress Testing, Security Review Testing, and support of the State during User Acceptance Test and Implementation. The ATP will be submitted for approval prior to the testing and integration phases. Should additional testing be identified and required, NHDMV and MIDS will have the ability to add them during the Specifications Phase.

In addition, as a result of the ATP, MIDS shall provide a mechanism for reporting actual test results vs. expected results and for the resolution and tracking of all errors and problems identified during test execution. MIDS shall also correct Deficiencies and support required re-testing.

1.1 Test Planning and Preparation

MIDS shall provide the State with an overall Test Plan that will guide all testing. The MIDS provided, State approved, Test Plan will include, at a minimum, identification, preparation, and Documentation of planned testing, a requirements traceability matrix, test variants, test scenarios, test cases, test scripts, test Data, test phases, unit tests, expected results, and a tracking method for reporting actual versus expected results as well as all errors and problems identified during test execution.

As identified in the Acceptance Test Plan, and documented in accordance with the Work Plan and the Contract, State testing will commence upon MIDS's Project Manager's Certification, in writing, that MIDS's own staff has successfully executed all prerequisite MIDS testing, along with reporting the actual testing results, prior to the start of any testing executed by State staff. The State will be presented with a State approved Acceptance Test Plan, test scenarios, test cases, test scripts, test data, and expected results.

The state will commence its testing within five (5) business days of receiving certification from MIDS that the State's personnel have been trained and the system installed, configured and is ready

STATE OF NEW HAMPSHIRE
 DEPARTMENT OF SAFETY
 VISION CARD CREATION SYSTEM
 CONTRACT 2015-072
 EXHIBIT F
 TESTING SERVICES

for State testing. The testing will be conducted in the VISION User Acceptance Test Region with required connectivity to an appropriate test region in the CCS environment. MIDS must assist the State with testing in accordance with the Test Plan, utilizing test and live Data to validate reports, and conduct stress and performance testing, at no additional cost. Testing begins upon completion of the Software configuration as required and user training according to the Work Plan. Testing ends upon issuance of a letter of UAT Acceptance by the State.

Vendor must demonstrate that their testing methodology can be integrated with the State standard methodology.

1.2 Unit Testing

In Unit Testing, MIDS shall test the application components on an individual basis to verify that the inputs, outputs, and processing logic of each application component functions without errors. Unit testing is performed in either the development environment or a testing environment.

The goal is to find errors in the smallest unit of software before logically linking it into larger units. If successful, subsequent testing should only reveal errors related to the integration between application modules.

The MIDS will provide a testing validation team to perform unit testing of their modules.

Activity Description	Develop the scripts needed to unit test individual application modules/functions/components, interface(s) and conversion components.
MIDS Team Responsibilities	For application components, conversions and interfaces the MIDS team will identify applicable test scripts, adapt them to the Project specifics, test the code/process, and compare with the documented expected results.
Work Product Description	Unit-Tested Modules that have been tested to verify that the inputs, outputs, and processing logic of each application component functions without errors. Individual detailed test scripts list all the required actions and data to conduct the test, the process for test execution, and the expected results.

1.3 System Integration Testing

The new System is tested in integration with other application components/functions or systems (legacy and service providers) in a production-like environment. System Integration Testing validates the integration between the individual unit application components and verifies that the new System meets defined requirements and supports execution of interfaces and business processes. The System Integration Test is performed in a test environment.

Thorough end-to-end testing shall be performed by the MIDS team(s) to confirm that the Application integrates with any interfaces. The test emphasizes end-to-end business processes, and the flow of information across applications (IF APPROPRIATE). It includes all key business processes and

STATE OF NEW HAMPSHIRE
 DEPARTMENT OF SAFETY
 VISION CARD CREATION SYSTEM
 CONTRACT 2015-072
 EXHIBIT F
 TESTING SERVICES

interfaces being implemented, confirms data transfers with external parties, and includes the transmission or printing of all electronic and paper documents.

Activity Description	Systems Integration Testing validates the integration between the target application modules and other systems, and verifies that the new System meets defined interface requirements and supports execution of business processes. This test emphasizes end-to-end business processes and the flow of information across the application. It includes all key business processes and interfaces being implemented, confirms data transfers with external parties, and includes the transmission or printing of all electronic and paper documents.
MIDS Team Responsibilities	<ul style="list-style-type: none"> • Take the lead in developing the Systems Integration Test Specifications. • Work jointly with the State to develop and load the data profiles to support the test Specifications. • Work jointly with the State to validate components of the test scripts.
State Responsibilities	<ul style="list-style-type: none"> • Work jointly with MIDS to develop the Systems Integration Test Specifications. • Work jointly with MIDS to develop and load the data profiles to support the test Specifications. • Work jointly with MIDS to validate components of the test scripts, modifications, fixes and other System interactions with the MIDS supplied Software Solution.
Work Product Description	<ul style="list-style-type: none"> • The Integration-Tested System indicates that all interfaces between the application and the legacy and third-party systems, interfaces, and applications are functioning properly.

1.4 Conversion Validation Testing

In Conversion Validation Testing, target application functions are validated.

STATE OF NEW HAMPSHIRE
 DEPARTMENT OF SAFETY
 VISION CARD CREATION SYSTEM
 CONTRACT 2015-072
 EXHIBIT F
 TESTING SERVICES

Activity Description	The conversion validation test should replicate the entire flow of the converted data through the Software Solution. As the Software Solution is interfaced to legacy or third-party applications/interfaces, testing verifies that the resulting flow of the converted data through these interface points performs correctly.
MIDS Team Responsibilities	For conversions and interfaces, the MIDS team will execute the applicable validation tests and compare execution results with the documented expected results. Extract and cleanse, if necessary, the legacy data to be converted in the data conversions.
State Responsibilities	The State will support MIDS's data preparation efforts and will take the lead in any work that needs to be accomplished in the Legacy IDMS environment.
Work Product Description	Validation-Tested Conversion Programs. These programs include conversion programs that have been tested to verify that the resulting converted legacy data performs correctly in the entire suite of the Application.

1.5 Installation Testing

In Installation Testing the application components are installed in the System Test environment to test the installation routines and are refined for the eventual production environment. This activity serves as a dry run of the installation steps in preparation for configuring the production system.

1.6 User Acceptance Testing (UAT)

UAT begins upon completion of the Software configuration as required and user training according to the Work Plan. Testing ends upon issuance of a letter of UAT Acceptance by the State.

The Vendor's Project Manager must certify in writing, that the Vendor's own staff has successfully executed all prerequisite Vendor testing, along with reporting the actual testing results prior to the start of any testing executed by State staff.

The State shall be presented with all testing results, as well as written Certification that MIDS has successfully completed the prerequisite tests, meeting the defined Acceptance Criteria, and performance standards. The State shall commence testing within five (5) business days of receiving Certification, in writing, from MIDS that the system is installed, configured, complete and ready for State testing. The State shall conduct the UAT utilizing scripts developed as identified in the Test Plan to validate the functionality of the System and the interfaces, and verify Implementation readiness. UAT is performed in a copy of the production environment and can serve as a performance and stress test of the System. The User Acceptance Test may cover any aspect of the new System, including administrative procedures (such as backup and recovery).

STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY
VISION CARD CREATION SYSTEM
CONTRACT 2015-072
EXHIBIT F
TESTING SERVICES

The User Acceptance Test (UAT) is a verification process performed in a copy of the production environment. The User Acceptance Test verifies System functionality against predefined Acceptance criteria that support the successful execution of approved business processes.

UAT will also serve as a performance and stress test of the System. It may cover any aspect of the new System, including administrative procedures such as backup and recovery. The results of the UAT provide evidence that the new System meets the User Acceptance criteria as defined in the Work Plan and Acceptance Criteria document.

The results of the User Acceptance Test provide evidence that the new System meets the User Acceptance criteria as defined in the Work Plan.

Activity Description	The System User Acceptance Tests verify System functionality against predefined Acceptance criteria that support the successful execution of approved processes.
MIDS Team Responsibilities	<ul style="list-style-type: none"> • Provide the State an Acceptance Test Plan and selection of test scripts for the Acceptance Test. • Monitor the execution of the test scripts and assist as needed during the User Acceptance Test activities. • Work jointly with the State in determining the required actions for problem resolution.
State Responsibilities	<ul style="list-style-type: none"> • Approve the development of the User Acceptance Test Plan and the set of data for use during the User Acceptance Test. • Validate the Acceptance Test environment. • Execute the test scripts and conduct User Acceptance Test activities. • Document and summarize Acceptance Test results. • Work jointly with MIDS in determining the required actions for problem resolution. • Provide Acceptance of the validated Systems.
Work Product Description	The Deliverable for User Acceptance Tests is the User Acceptance Test Results. These results provide evidence that the new System meets the User Acceptance criteria defined in the Work Plan.

1.7 "Day-in-the-Life" Testing

After the successful completion of UAT a series of at least two "Day in the Life" tests will be successfully carried out in conjunction with VISION testing. Each will consist of at least: 1) Selection of a Past Date by agreement of the Vendor and State to serve as the basis for the test; 2) Conversion of a snap shot of data from the existing CA-IDMS system from the selected date into the test system; 3) Selection of real transactions

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY
VISION CARD CREATION SYSTEM
CONTRACT 2015-072
EXHIBIT F
TESTING SERVICES**

accomplished to represent all major functions from the selected date; 4) Entry of the selected transactions into the new system by state staff located in Concord and at least 3 remote sites; 5) Execution of any required Batch Cycles; 6) Gathering and reviewing any operational feedback from test participants; and 7) Evaluation of the transactions compared to results in the CA-IDMS system for the selected day. NHDMV will be expecting to produce up to 100 cards of varying card types to prove the system.

1.8 Performance Tuning and Stress Testing

MIDS shall develop and document hardware and Software configuration and tuning of the software application as well as assist and direct the State's System Administrators and Database Administrators in configuring and tuning the infrastructure to support the software throughout the Project

1.8.1 Scope

The scope of performance testing shall measure the system level metrics critical for the development of the applications infrastructure and operation of the applications in the production environment. It will include the measurement of response rates of the application for end-user transactions and resource utilization (of various servers and network) under various load conditions. These response rates shall become the basis for changes and retesting until optimum system performance is achieved. MIDS and the State will define "optimum system performance" in the Acceptance Criteria document.

The application transactions shall be identified with specific roles and selected transactions shall be recorded for the performance measurements. These will be compared to baselines to determine if object and/or system performance increases as changes are made.

Performance testing shall consider the full scope of the application infrastructure with emphasis on the most heavily used or shared transactions. Performance testing of the application will profile the identified user transactions and assist in the identifying performance gaps to improve the most critical parts of the applications.

Performance testing and tuning shall occur in the final production environment and shall use a copy of the final production database to provide the best results. The clients for Performance testing will be located within the production data center to minimize any impact of the external network lag and congestion. MIDS will also conduct similar test from the normal network to assist the state with identification of such lag if there might be any. State networking team will be responsible for correcting any such lag in the network.

MIDS must lead this effort. Responsibilities include identifying appropriate tunable parameters and their default and recommended settings, developing scripts which accurately reflect business load and coordinating reporting of results.

STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY
VISION CARD CREATION SYSTEM
CONTRACT 2015-072
EXHIBIT F
TESTING SERVICES

1.8.2 Test types

Performance testing shall use two different types of tests to determine the stability of the application. They are baseline tests and load tests

a. Baseline Tests: Baseline tests shall collect performance data and load analysis by running scripts where the output is broken down into business transactions or functions. The test is like a single user executing a defined business transaction. During baseline testing, each individual script is run to establish a baseline for transaction response time, throughput and other user-based metrics. Usually each business transaction is executed multiple times during a single test run to obtain an average for the user-based metrics required for the performance testing evaluations. It must be noted that changes made to the code after baseline testing is completed will skew the results collected to date. All effort will be made to provide a code test base that is tested in the environment for problems prior to the establishment of the baseline, which are used in future testing and tuning efforts. Any changes introduced into the environment after performance testing has started can compromise the accuracy of the results and will force a decision to be made whether baseline results need to be recreated.

b. Load Tests: Load testing will determine if the behavior of a system can be sustained over a long period of time while running under expected conditions. Load tests help to verify the ability of the application environment under different load conditions based on work load distribution. System response time and utilization is measured and recorded.

1.8.3 Tuning

Tuning will occur during both the development of the application and load testing. Tuning is the process whereby the application performance is maximized. This can be the result of making code more efficient during development as well as making tuning parameter changes to the environment.

For infrastructure tuning, parameters will be identified for all components prior to undertaking the load testing efforts. This should include a list of the variables, their definitions, the default settings, range of acceptable settings and the settings as testing begins. This will permit the team to identify the areas of most potential gain and a starting point. Tuning is a process which is repeated until the team feels that the systems are running at or near optimum performance.

1.8.4 Implementing Performance and Stress Test

Performance and Stress test Tools must be identified by the vendor and procured by the State for this effort. If the vendor is familiar with open source low/no cost tools for this purpose those tools should be identified.

1.8.5 Scheduling Performance and Stress Testing

MIDS shall perform Test Planning. The steps for planning include identification of application functionality as well as what percentage of normal daily use is represented by each function.

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY
VISION CARD CREATION SYSTEM
CONTRACT 2015-072
EXHIBIT F
TESTING SERVICES**

This information will become the foundation for scripting so that tests closely represent what loads in production will look like.

MIDS shall provide definition and expectations from testing. This definition should include who is in charge of testing and coordinating results, anticipated run times, logs required for tracking, their locations and which technician is responsible to track and provide them following each test to the team.

Initial test runs shall be completed to establish that the tests and data sets can be run to completion without errors. The ratio of types of transactions which makeup the test shall be reviewed prior to the beginning of testing and then again once testing has begun to make sure that testing accurately reflects the system performing in production.

Initial tests shall be used to establish a baseline from which all subsequent tests will be compared. Tests will be considered for baseline status once two of them have been run within 2% of each other in key and overall performance areas. No changes to the test scripts or data sets (with the exception of restores after each test) can be done to the test environment once tuning has begun so as to not damage the comparison to baseline results. The systems must be restarted prior to each test run to assure all cache is cleaned out. All effort will be made to run these tests at a time when system and network infrastructure utilization doesn't impact the results. Tests will be run in close proximity to our infrastructure so as to eliminate the public network from our environment.

Posttest reporting and result assessment will be scheduled following each test. The team will compare these results to the baseline and a determination must be made to make additional changes to the parameter being tuned or return to the prior configuration and select another parameter to tune while keeping in mind that significant changes to any one parameter may require the retesting of some others. Careful work on identifying dependencies up front should minimize this impact.

If defects are identified in the application during testing they will be recorded; however, changes to the application code should be avoided if possible so as not to affect baseline comparisons. If a change to the application is required new baselines will be established (and possibly the execution of prior tests to validate changes with the new application) before testing can continue.

When performing capacity testing against a GUI the focus will be on the ability of the interface to respond to user input.

During stress/load testing the tester will attempt to stress or load an aspect of the system to the point of failure. The goal being to determine weak points in the system architecture. The tester will identify peak load conditions at which the program will fail to handle required processing loads within required time spans.

During Performance testing the tester will design test case scenarios to determine if the system meets the stated performance criteria (i.e. A Login request shall be responded to in 1 second or less

STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY
VISION CARD CREATION SYSTEM
CONTRACT 2015-072
EXHIBIT F
TESTING SERVICES

under a typical daily load of 1000 requests per minute.). In both cases the tester will determine the capacity of the system under a known set of conditions.

1.9 Regression Testing

As a result, of the user testing activities, problems will be identified that require correction. The State will notify the Vendor of the nature of the testing failures in writing. The Vendor will be required to perform additional testing activities in response to State and/or user problems identified from the testing results. Regression testing means selective re-testing to detect faults introduced during the modification effort, both to verify that the modifications have not caused unintended adverse effects, and to verify that the modified and related (possibly affected) System components still meet their specified requirements:

- a.) The system errors/failures will be documented and discussed during the Weekly Project Status meeting to determine if this will cause the Testing timeline to be extended.
- b.) MIDS shall notify the State no later than five (5) business days from the MIDS's receipt of written notice of the test failure when MIDS expects the corrections to be completed and ready for retesting by the State. MIDS will provide a timeline, approved by the State, for making corrections to the problem, and releasing the application for State testing.
- c.) When a programming change is made in response to a problem identified during user testing, a regression Test Plan should be developed by MIDS based on the understanding of the program and the change being made to the program. The Test Plan has two objectives:
 1. validate that the change/update has been properly incorporated into the program; and
 2. validate that there has been no unintended change to the other portions of the program.
- d.) MIDS will be expected to:
 1. Create a set of test conditions, test cases, and test data that will validate that the change has been incorporated correctly;
 2. Create a set of test conditions, test cases, and test data that will validate that the unchanged portions of the program still operate correctly; and
 3. Manage the entire cyclic process.
- e.) MIDS will be expected to execute the regression test, provide actual testing results, and certify its completion in writing to the State prior to passing the modified Software application to the users for retesting.

In designing and conducting such regression testing, MIDS will be required to assess the risks inherent to the modification being implemented and weigh those risks against the time and effort required for conducting the regression tests. In other words, MIDS will be expected to design and conduct regression tests that will identify any unintended consequences of the modification while taking into account Schedule and economic considerations.

STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY
VISION CARD CREATION SYSTEM
CONTRACT 2015-072
EXHIBIT F
TESTING SERVICES

1.10 Security Review and Testing

IT Security involves all functions pertaining to the securing of State Data and Systems through the creation and definition of security policies, procedures and controls covering such areas as identification, authentication and non-repudiation.

All components of the Software delivered by MIDS as part of this contract shall be reviewed and tested to ensure they protect the State's hardware and software and its related Data assets.

Tests shall focus on the technical, administrative and physical security controls that have been designed into the System architecture in order to provide the necessary confidentiality, integrity and availability. Tests shall, at a minimum, cover each of the service components. Test procedures may include Penetration Tests (pen test) or code analysis and Review.

Service Component	Defines the set of capabilities that:
Identification and Authentication	Supports obtaining information about those parties attempting to log onto a system or application for security purposes and the validation of users
Access Control	Supports the management of permissions for logging onto a computer or network
Encryption	Supports the encoding of data for security purposes
Intrusion Detection	Supports the detection of illegal entrance into a computer system
Verification	Supports the confirmation of authority to enter a computer system, application or network
Digital Signature	Guarantees the unaltered state of a file
User Management	Supports the administration of computer, application and network accounts within an organization.
Role/Privilege Management	Supports the granting of abilities to users or groups of users of a computer, application or network
Audit Trail Capture and Analysis	Supports the identification and monitoring of activities within an application or system
Input Validation	Ensures the application is protected from buffer overflow, cross-site scripting, SQL injection, and unauthorized access of files and/or directories on the server.

Prior to the System being moved into production MIDS shall provide results of all security testing and corrections made as a result to the Department of Information Technology for review and Acceptance. All Software and hardware shall be free of malicious code (malware).

1.11 Successful UAT Completion

Upon successful completion of UAT Exit Criteria, the State will issue a Letter of UAT Acceptance.

STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY
VISION CARD CREATION SYSTEM
CONTRACT 2015-072
EXHIBIT F
TESTING SERVICES

1.12 Card Production and Inserter Testing

MIDS shall include in the test plan detailed steps to the verification of card production and mailing preparation. The cost of test materials is included in the contract price. Actual testing of these processes shall be coordinated contemporaneously with or after VISION User Acceptance testing.

STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY
VISION CARD CREATION SYSTEM
CONTRACT 2015-072
EXHIBIT G
WARRANTY SERVICES

1. WARRANTY

1.1 MIDS's Responsibility

MIDS must warranty that the entire card including all the security features will afford protection for the lifetime of a NH DL/NH ID. All security features should maintain their function for the planned service life of the card. A permanent NH DL/NH ID card life is five years. MIDS must warranty that the entire paper temporary credential including all security features will last at least 180 days.

1.1.1 Warranty Releases

MIDS shall make available to the State the latest program updates, general warranty releases, selected functionality releases, patches, and documentation that are generally offered to its customers, at no additional cost.

1.1.2 Custom Software, Interfaces, and Patches

All program updates, general warranty releases, selected functionality releases, patches, and documentation released to the State and applied by MIDS as needed to meet the requirements, shall support and be compatible with the MIDS-developed Custom software and interfaces.

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY
VISION CARD CREATION SYSTEM
CONTRACT 2015-072
EXHIBIT H
RESPONSES TO REQUIREMENTS-**

I. SYSTEM

1.1 MIDS shall provide a fully operational Software Solution fulfilling all of the requirements identified in RFP 2015-072, Appendix E, and MIDS proposal dated March 3, 2015. MIDS indication in the Response column signifies whether the requirement is included in the solution without modification (Y), or not at all (N). Additional information and comments with respect to the item are included in the MIDS proposal response. If modifications are needed to meet requirements, those modifications are included in the cost per card.

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY
VISION CARD CREATION SYSTEM
CONTRACT 2015-072
EXHIBIT I
WORK PLAN**

MIDS Project Manager and the State Project manager shall finalize the Work Plan within ten (10) business days of the Effective Date and further refine the tasks required to implement the Project. The elements of the preliminary Work Plan are documented in accordance with MIDS's plan to implement the Application Software. Continued development and management of the Work Plan is a joint effort on the part of MIDS and State Project Managers.

The preliminary Work Plan created by MIDS and the State is set forth at the end of this Exhibit.

In conjunction with MIDS Project Management methodology, which shall be used to manage the Project's life cycle, the MIDS Team and the State shall finalize the Work Plan at the onset of the Project. This plan shall identify the multitude of tasks required to implement the Project, address intra-task dependencies, resource allocations (both State and MIDS Team members), refine the Project's scope, and establish the Project's schedule. The Plan is documented in accordance with MIDS's Work Plan and shall utilize Microsoft Project to support the ongoing management of the Project. Development and management of this plan is a joint effort on the part of the MIDS and State Project Managers.

1. ASSUMPTIONS

A. General

- The State shall provide team members with decision-making authority to support the Implementation efforts, at the level outlined in the Request for Proposal Document State Staffing Matrix.
- All State tasks will be performed in accordance with the revised Work Plan.
- All key decisions will be resolved within five (5) business days. Issues not resolved within this initial period will be escalated to the State Project Manager for resolution.
- Any activities, decisions or issues taken on by the State that affect the mutually agreed upon Work Plan timeline, scope, resources, and costs shall be subject to the identified Change Control process.
- MIDS shall maintain an accounting system in accordance with Generally Accepted Accounting Principles (GAAP).

B. Logistics

- The MIDS Team reserves the right to perform that work at a facility other than that furnished by the State, when practical, at their expense.
- The MIDS Team shall honor all holidays observed by MIDS or the State, although with permission, may choose to work on holidays and weekends.
- The State will provide reasonable working space for on-site MIDS staff during the implementation and testing tasks of the project. This shall include power, network connectivity, desk and chair and shared access to conference room space.

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY
VISION CARD CREATION SYSTEM
CONTRACT 2015-072
EXHIBIT I
WORK PLAN**

C. Project Management

- The State shall approve the project management methodology used for the Project.
- The State shall provide the Project team with reasonable access to the State personnel as needed to complete Project tasks.
- A Project folder created within the State system shall be used for centralized storage and retrieval of project documents, work products, and other material and information relevant to the success of the project and required by project team members. This central repository is secured by determining which team members have access to the project folder and granting either view or read/write privileges. MIDS Project Manager will establish and maintain this folder. The State Project Manager shall approve access for the State team. Documentation can be stored locally for MIDS and State team on a "shared" network drive to facilitate ease and speed of access. Final versions of all documentation shall be loaded to the State system.
- MIDS assumes that an alternate State Project Manager may be appointed from time to time to handle reasonable and ordinary absences of the Project Manager.
- The CCS project activities shall be coordinated with the VISION project.

D. Technical Environment and Management

- MIDS shall provide server hardware and software for CCS central production, development and testing environments.
- The State shall provide space, power and network connectivity for the CCS environments.

E. Project Schedule

- Work should begin upon the effective date of the contract. Implementation is to coincide with the VISION go-live date of fourth quarter of 2015.
- The project schedule must be coordinated with the VISION project.
- MIDS preliminary work plan as identified in Section D-2, Topic 15 of the MIDS proposal will be updated and coordinated with the VISION project work plan upon Governor and Council contract approval.

F. Reporting

- MIDS shall conduct bi-weekly status meetings, and provide reports that include, but are not limited to, minutes, action items, test results and Documentation.

G. User Training and Change Management

- Training for central production site staff shall be the responsibility of MIDS. This includes curriculum development, training material and quick reference material development and delivery of training.
- End user training shall be coordinated with the VISION project.

STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY
VISION CARD CREATION SYSTEM
CONTRACT 2015-072
EXHIBIT I
WORK PLAN

- MIDS shall develop training materials to be included in VISION training.
- MIDS shall participate in the training of State VISION training team.

H. Performance Testing

- The MIDS Team shall provide a performance test workshop to identify the key scenarios to be tested, the approach and tools required, and best practices information on performance testing.
- The State shall work with MIDS on Performance Testing as set forth in Contract Exhibit F – *Testing Services*.

2. ROLES AND RESPONSIBILITIES

A. MIDS Team Roles and Responsibilities

1) MIDS Team Project Manager

The MIDS Team Project Manager shall have overall responsibility for the day-to-day management of the project and shall plan, track, and manage the activities of the MIDS Implementation Team. The MIDS Team Project Manager shall have the following responsibilities:

- Maintain communications with the State's Project Manager;
- Work with the State in planning and conducting a kick-off meeting;
- Create and maintain the Work Plan;
- Assign MIDS Team consultants to tasks in the Implementation Project according to the scheduled staffing requirements;
- Define roles and responsibilities of all MIDS Team members;
- Provide biweekly and monthly update progress reports to the State Project Manager;
- Notify the State Project Manager of requirements for State resources in order to provide sufficient lead time for resources to be made available;
- Review task progress for time, quality, and accuracy in order to achieve progress;
- Review requirements and scheduling changes and identify the impact on the project in order to identify whether the changes may require a change of scope;
- Implement scope and Schedule changes as authorized by the State Project Manager and with appropriate Change Control approvals as identified in the Implementation Plan;
- Inform the State Project Manager and staff of any urgent issues if and when they arise;

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY
VISION CARD CREATION SYSTEM
CONTRACT 2015-072
EXHIBIT I
WORK PLAN**

- Provide the State completed Project Deliverables and obtain sign-off from the State's Project Manager.

2) MIDS Team

The MIDS Team shall conduct analysis of requirements, validate the MIDS Team's understanding of the State business requirements by application, and perform business requirements mapping:

- Construct and confirm application test case scenarios;
- Produce application configuration definitions and configure the applications;
- Conduct testing of the configured application;
- Produce functional specifications for extensions, conversions, and interfaces;
- Assist the State in the testing of extensions, conversions, and interfaces;
- Assist the State in execution of the State's Acceptance test;
- Conduct follow-up meetings to obtain feedback, results, and concurrence/approval from the State;
- Assist with the correction of configuration problems identified during system, integration and Acceptance testing; and
- Assist with the transition to production.
- Development and review of functional and technical specification to determine that they are at an appropriate level of detail and quality;
- Development and documentation of conversion and interface programs in accordance with functional and technical specifications;
- Development and documentation of installation procedures;
- Development and execution of unit test scripts;
- Unit testing of conversions and interfaces developed; and
- System Integration Testing.
- Work cooperatively with State DoIT resources to ensure workstations are integrated into the DOS network and develop complementary support and maintenance procedures.
- Work cooperatively with Tech Mahindra resources to integrate CCS into the VISION system and environment.

B. State Roles and Responsibilities

The following State resources have been identified for the project. The time demands on the individual State team members will vary depending on the phase and specific tasks of

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY
VISION CARD CREATION SYSTEM
CONTRACT 2015-072
EXHIBIT I
WORK PLAN**

the Implementation. The demands on the subject matter experts' time will vary based on the need determined by the State Leads and the phase of the Implementation.

1) State Project Manager

The State Project Manager shall work side-by-side with the MIDS Project Manager. The role of the State Project Manager is to manage State resources, facilitate completion of all tasks assigned to State staff, and communicate project status on a regular basis. The State Project Manager represents the State in all decisions on Implementation project matters, provides all necessary support in the conduct of the Implementation project, and provides necessary State resources, as defined by the Work Plan and as otherwise identified throughout the course of the Project. The State Project Manager has the following responsibilities:

- Plan and conduct a kick-off meeting with assistance from the MIDS Team;
- Assist the MIDS Project Manager in the development of a detailed Work Plan;
- Identify and secure the State project team members in accordance with the Work Plan;
- Define roles and responsibilities of all State project team members assigned to the project;
- Identify and secure access to additional State end-user staff as needed to support specific areas of knowledge if and when required to perform certain Implementation tasks;
- Communicate issues to State management as necessary to secure resolution of any matter that cannot be addressed at the project level;
- Inform the MIDS Project Manager of any relevant urgent issues if and when they arise; and
- Assist the MIDS Team staff to obtain requested information, if and when required, to perform certain project tasks.

2) State Subject Matter Experts (SMEs)

The role of the State SMEs is to assist application teams with an understanding of the State's current business practices and processes, provide agency knowledge, and participate in the Implementation. Responsibilities of the SMEs include the following:

- Be the key user and contact for their Agency or Department;
- Attend Project team training and acquire in-depth functional knowledge of the relevant applications;
- Assist in validating and documenting user requirements, as needed;

STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY
VISION CARD CREATION SYSTEM
CONTRACT 2015-072
EXHIBIT I
WORK PLAN

- Assist in mapping business requirements;
- Assist in constructing test scripts and data;
- Assist in system, integration, and Acceptance testing;
- Assist in performing conversion and integration testing and data verification;
- Attend Project meetings when requested;
- Assist in training end users in the use of the MIDS Software Solution and the business processes the Application supports.

3) State Technical Lead and Architect

The State's Technical Lead and Architect reports to the State's Project Manager and is responsible for leading and managing the State's technical tasks. Responsibilities include:

- Attend technical training as necessary to support the project;
- Assist the State and MIDS Team Project Managers to establish the detailed Work Plan;
- Manage the day-to-day activities of the State's technical resources assigned to the Project;
- Work with State IT management to obtain State technical resources in accordance with the Work Plan;
- Work with the MIDS Technical Lead and the State's selected hardware vendor to architect and establish an appropriate hardware platform for the State's project development and production environments;
- Work in partnership with the MIDS and lead the State technical staff's efforts in documenting the technical operational procedures and processes for the Project. This is a MIDS Deliverable and it will be expected that MIDS will lead the overall effort with support and assistance from the State; and
- Represent the technical efforts of the State at biweekly project meetings.

4) State Network Administrator (DoIT)

The State Network Administrator will provide technical support regarding networking requirements administration. The responsibilities will include:

- Assess the ability of the State's overall network architecture and capacity to adequately support implemented applications;
- Establish connections among the database and application servers; and
- Establish connections among the desktop devices and the Application and database servers.

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY
VISION CARD CREATION SYSTEM
CONTRACT 2015-072
EXHIBIT I
WORK PLAN**

5) State Testing Administrator

The State's Testing Administrator will coordinate the State's testing efforts. Responsibilities include:

- Coordinating the development of system, integration, regression, performance, and Acceptance Test Plans;
- Coordinating system, integration, performance, and Acceptance tests;
- Chairing test review meetings;
- Coordinating the State's team and external third parties involvement in testing;
- Ensuring that proposed process changes are considered by process owners;
- Establish priorities of Deficiencies requiring resolution; and
- Tracking Deficiencies through resolution.

STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY
VISION CARD CREATION SYSTEM
CONTRACT 2015-072
EXHIBIT I
WORK PLAN

3. INTERFACES

Interfaces shall be implemented in cooperation with the State. The following identifies the interfaces specifications within the scope of this Contract and their relative assignment. VISION will implement both Online and Batch interfaces with CCS product.

Attachment 1 as identified in 2015-072 RFP which is the online batch interface document (911a CIS (online) Interface HLD for Interface details).

Online Interfaces

Online interface will be implemented as web services.

CCS will expose web services for:

- Image Capture Process (includes customer image, signature capture, document verification images, and document images)
- Temporary Credential Issuance Process

For the Image Capture Process, VISION will call a web service on CCS server to initiate the process of capturing the photo and signature images. Only basic customer data will be passed to create the CIS record.

For the Temporary Credential Creation Process, VISION will call a web service on CCS sever to initiate the process of creating the temporary credential. The photo/signature previously captured by the CCS will used. The additional demographics data required for credential production will be provided.

VISION will expose web service:

- Post Images Process

After the Image Capture Process is completed, CCS will call a web service on VISION server to pass the captured photo and signature images. VISION will also store these images internally.

Attachment 2 as identified in 2015-072 RFP which is the batch interface document (911b CIS (batch) Interface HLD for Interface details).

Batch Interfaces

Batch interfaces will be implemented as an FTP file exchanges between VISION server and CCS server.

File exchange processes:

- Permanent Credential Creation Process
- Image Removal Process

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY
VISION CARD CREATION SYSTEM
CONTRACT 2015-072
EXHIBIT I
WORK PLAN**

For Permanent Credential Issuance Process, VISION will pass a file with records for each permanent credential to be produced. CCS will use the photo/signature images on file. CCS will return a response file back to VISION with date/time and status of the credential production.

For Image Removal Process, VISION will pass a file with records for each credential record that will have the photo images removed from the CCS server. CCS will return a response file back to VISION with date/time and status of image removal.

4. PRELIMINARY WORK PLAN

The implementation approach must be closely coordinated with VISION. The implementation must be coordinated with the VISION go-live date. VISION is expected to go-live in the 4th quarter of 2015. The state will set the exact date no later than September 15, 2015. Consequently, it is critical that MIDS work cooperatively with Tech Mahindra to ensure both projects success. The following Table provides MIDS preliminary Work Plan that must be updated upon Governor and Council contract approval.

Task Name	Duration	Start	Finish
Vision Card Creation System	180.5 days	Mon 4/13/15	Mon 12/21/15
Initiating Phase	10 days	Mon 4/13/15	Fri 4/24/15
State Issues Notice of Intent to Award	0 days	Mon 4/13/15	Mon 4/13/15
Contract Commencement	10 days	Mon 4/13/15	Fri 4/24/15
Planning Phase	44.5 days	Mon 4/27/15	Fri 6/26/15
Project Kickoff	2 days	Mon 5/4/15	Tue 5/5/15
Solution Requirements Discovery and Design	36 days	Mon 4/27/15	Mon 6/15/15
Card Requirements Discovery and Design	4 days	Mon 4/27/15	Thu 4/30/15
Training Plan	8.5 days	Tue 6/16/15	Fri 6/26/15
Specification Creation and Approval	36 days	Mon 4/27/15	Mon 6/15/15
Executing Phase	159.5 days	Fri 5/1/15	Thu 12/10/15
Procure Hardware	16 days	Tue 6/16/15	Tue 7/7/15
DMV Front Office – ICW	22 days	Tue 6/16/15	Wed 7/15/15
DMV Front Office – OSW	19 days	Tue 6/16/15	Fri 7/10/15
Server Hardware and Network Config	8 days	Wed 7/8/15	Fri 7/17/15
MIDS Customer Portal	22 days	Tue 6/16/15	Wed 7/15/15
Card Production System (Hosted or In-State)	25 days	Tue 6/16/15	Mon 7/20/15
Hardware Setup and Config	7 days	Wed 7/8/15	Thu 7/16/15
MIDS In House Integration/System Testing	43 days	Wed 7/15/15	Mon 9/14/15
Install/Acceptance Testing (Primary and Backup System)	14 days	Mon 9/21/15	Fri 10/9/15
Training	15 days	Fri 10/9/15	Fri 10/30/15
Production Rollout	37 days	Tue 10/20/15	Thu 12/10/15
Documentation	13 days	Thu 7/16/15	Mon 8/3/15
Card Design	78 days	Fri 5/1/15	Tue 8/18/15
Custom Laminate Design	72 days	Fri 5/29/15	Mon 9/7/15
Production Material	31 days	Tue 9/8/15	Tue 10/20/15
Card durability testing	15 days	Wed 10/21/15	Tue 11/10/15
Closing Phase (Project Closure & Ongoing Support)	2.5 days	Thu 12/17/15	Mon 12/21/15

2015-072 Exhibit I Work Plan

Initial All Pages:

MIDS initials: NSP

Exhibit I

Page 36 of 44

STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY
VISION CARD CREATION SYSTEM
CONTRACT 2015-072
EXHIBIT J
SOFTWARE LICENSE

1. LICENSE GRANT

MIDS hereby grants to the State a statewide, perpetual, irrevocable, non-exclusive, non-transferable limited license to use the Software, subject to the terms of the Contract, for the sole use of the State. The State may allow its agents and MIDSs to access and use the Software, and in such event, the State shall first obtain written agreement from such agents and MIDSs that each shall abide by the terms and conditions set forth herein.

2. DOCUMENTATION

MIDS shall provide the State with Software Documentation. The State may make a sufficient number of copies of the Software for its licensed use and one copy of each program media.

3. RESTRICTIONS

The State shall not:

- a. Remove or modify any program markings or any notice of MIDS's proprietary rights;
- b. Make the programs or materials available in any manner to any third party for use in the third party's business operations, except as permitted herein; or
- c. Cause or permit reverse engineering, disassembly or recompilation of the programs.

4. TITLE

MIDS allows the State to use the Software provided by MIDS to satisfy the requirements of this agreement but all title, right, and interest in the Software and its associated documentation shall remain with MIDS.

5. VIRUSES

MIDS shall provide Software that shall not contain any viruses, destructive programming, or mechanisms designed to disrupt the performance of the Software in accordance with the Specifications.

As a part of its internal development process, MIDS shall use reasonable efforts to test the Software for viruses. MIDS shall also maintain a master copy of the appropriate versions of the Software, free of viruses. If the State believes a virus may be present in the Software, then upon its request, MIDS shall provide a master copy for comparison with and correction of the State's copy of the Software.

STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY
VISION CARD CREATION SYSTEM
CONTRACT 2015-072
EXHIBIT J
SOFTWARE LICENSE

6. AUDIT

Upon forty-five (45) days written notice, MIDS may audit the State's use of the programs at MIDS's sole expense. The State agrees to cooperate with MIDS's audit and provide reasonable assistance and access to information. The State agrees that MIDS shall not be responsible for any of the State's reasonable costs incurred in cooperating with the audit. Notwithstanding the foregoing, MIDS's audit rights are subject to applicable State and federal laws and regulations.

7. NON-INFRINGEMENT

MIDS warrants that it has good title to, or the right to allow the State to use, all Services, Deliverables, and Software provided under this Contract, and that such Services, Deliverables, and Software ("Material") do not violate or infringe any patent, trademark, copyright, trade name or other intellectual property rights or misappropriate a trade secret of any third party.

The warranty of non-infringement shall be an on-going and perpetual obligation that shall survive termination of the Contract. In the event that someone makes a claim against the State that any Material infringe their intellectual property rights, MIDS shall defend and indemnify the State against the claim provided that the State:

- a. Promptly notifies MIDS in writing, not later than 30 days after the State receives actual written notice of such claim;
- b. Gives MIDS control of the defense and any settlement negotiations; and
- c. Gives MIDS the information, authority, and assistance reasonably needed to defend against or settle the claim.

Notwithstanding the foregoing, the State's counsel may participate in any claim to the extent the State seeks to assert any immunities or defenses applicable to the State.

If MIDS believes or it is determined that any of the Material may have violated someone else's intellectual property rights, MIDS may choose to either modify the Material to be non-infringing or obtain a license to allow for continued use, or if these alternatives are not commercially reasonable, MIDS may end the license, and require return of the applicable Material and refund all fees the State has paid MIDS under the Contract. MIDS will not indemnify the State if the State alters the Material without MIDS's consent or uses it outside the scope of use identified in MIDS's user Documentation or if the State uses a version of the Material which has been superceded, if the infringement claim could have been avoided by using an unaltered current version of the Material which was provided to the State at no additional cost. MIDS will not indemnify the State to the extent that an infringement claim is based upon any information design, specification, instruction, software, data, or material not furnished by MIDS. MIDS will not indemnify the State to the extent that an infringement claim is based upon the combination of any Material with any products or services not provided by MIDS without MIDS's consent.

STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY
VISION CARD CREATION SYSTEM
CONTRACT 2015-072
EXHIBIT K
INITIAL WARRANTY AND WARRANTY SERVICES

1. INITIAL WARRANTIES

1.1 Software

MIDS warrants that the Software and hardware, including but not limited to the individual modules or functions furnished under the Contract, is properly functioning within the System, compliant with the requirements of the Contract, and shall operate in accordance with the Specifications and Terms of the Contract for the entire life of the contract.

For any breach of the above Support and warranty, the State's remedy, and MIDS's entire liability, shall be: (a) the correction of program errors that cause breach of the warranty, or if MIDS cannot substantially correct such breach in a commercially reasonable manner, the State may end its program license and recover the fees paid to MIDS for the program license and any unused, prepaid technical support fees the State has paid for the program license; or (b) the re-performance of the deficient Services, or (c) if MIDS cannot substantially correct a breach in a commercially reasonable manner, the State may end the relevant Services and recover the fees paid to MIDS for the deficient Services.

1.2 Viruses; Destructive Programming

MIDS warrants that the Software shall not contain any viruses, destructive programming, or mechanisms designed to disrupt the performance of the Software in accordance with the Specifications.

1.3 Compatibility

MIDS warrants that all System components, including but not limited to the components provided, including any replacement or upgraded Software components provided by MIDS to correct Deficiencies or as an Enhancement, shall operate with the rest of the System without loss of any functionality.

SERVICE WARRANTY

1.4 Services

MIDS warrants that all of the MIDS software, hardware and services to be provided under the Contract shall be provided expediently, in a professional manner, in accordance with industry standards and that Services shall comply with performance standards, Specifications, and terms of the Contract throughout the life of the contract.

STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY
VISION CARD CREATION SYSTEM
CONTRACT 2015-072
EXHIBIT K

INITIAL WARRANTY AND WARRANTY SERVICES

1.5 Personnel

MIDS warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY
VISION CARD CREATION SYSTEM
CONTRACT 2015-072
EXHIBIT L
TRAINING SERVICES

MIDS shall provide the following training Services:

A. TRAINING

MIDS will participate in two aspects of training State staff: Customer Service Representatives (CSR) and central site card production staff.

1. Customer Service Representative Training

MIDS, with input from the State, will create training curriculum and training materials that cover the CCS functionality at the workstation. This training will be integrated with VISION CSR training. MIDS will assist in training state trainers who will conduct the end user training.

2. Central Site Card Production

2.1 MIDS, with input from the State, will create training curriculum and training materials that cover the use of all equipment and procedures used in card creation and preparation for mailing.

2.2 MIDS will provide training for up to 10 state staff on site in Concord NH.

2.3 Training will be a combination of both lecture and hands on exercises.

2.4 MIDS operational support staff will participate in initial training and will provide ongoing mentoring once the system moves into production.

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY
VISION CARD CREATION SYSTEM
CONTRACT 2015-072
EXHIBIT M
NH DOS RFP 2015-072 (WITH ADDENDUMS) INCORPORATED**

NH Department of Safety RFP 2015-072 (with Addenda 1 through 6 and attachments 1 and 2) is incorporated herein by reference.

2010-026 Exhibit M-Agency RFP with Addendums

Initial All Pages:

MIDS's Initials 

Exhibit M

Page 42 of 44

STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY
VISION CARD CREATION SYSTEM
CONTRACT 2015-072
EXHIBIT N
CONTRACTOR PROPOSAL BY REFERENCE

The MIDS Proposal to the Department of Safety is incorporated herein by reference.

2010-026 Exhibit N-Contractor Proposal by Reference

Initial All Pages:

MIDS's Initials NEP

Exhibit N

Page 43 of 44

STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY
VISION CARD CREATION SYSTEM
CONTRACT 2015-072
EXHIBIT O
CERTIFICATES AND ATTACHMENTS

Attached are:

- A. MIDS's Certificate of Vote/Authority
- B. MIDS's Certificate of Good Standing
- C. MIDS's Certificate of Insurance

2010-026 Exhibit O-Certificates and Attachments

Initial All Pages:

MIDS Initials NSL

Exhibit O

Page 44 of 44

STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY
VISION CARD CREATION SYSTEM
CONTRACT 2015-072
STATEMENT OF WORK

TABLE OF CONTENTS

TERMS AND DEFINITIONS.....	3
1. CONTRACT DOCUMENTS	8
1.1 CONTRACT DOCUMENTS	8
1.2 ORDER OF PRECEDENCE	8
1.3 NON-EXCLUSIVE, NOT TO EXCEED PRICE CONTRACT	9
2. CONTRACT TERM	9
2.1 TERM	9
3. COMPENSATION	9
3.1 CONTRACT PRICE	9
4. CONTRACT MANAGEMENT	10
4.1 MIDS CONTRACT MANAGER	10
4.2 MIDS PROJECT MANAGER	10
4.3 MIDS KEY PROJECT STAFF	11
4.4 STATE CONTRACT MANAGER.....	12
4.5 STATE PROJECT MANAGER.....	12
4.6 STATE MEETINGS AND REPORTS	13
4.7 STATE-OWNED DOCUMENTS AND DATA.....	14
4.8 RECORDS RETENTION AND ACCESS REQUIREMENTS.....	14
4.9 ACCOUNTING REQUIREMENTS	14
4.10 BACKGROUND CHECKS	15
5. DELIVERABLES	15
5.1 DELIVERABLES AND SERVICES.....	15
5.2 NON-SOFTWARE AND WRITTEN DELIVERABLES REVIEW AND ACCEPTANCE.....	15
5.3 SYSTEM/SOFTWARE TESTING AND ACCEPTANCE	15
6. SOFTWARE	15
6.1 SOFTWARE AND DOCUMENTATION	15
6.2 OPERATIONAL SUPPORT SOFTWARE	15
7. WARRANTY	16
8. SERVICES	16
8.1 ADMINISTRATIVE SERVICES	16
8.2 IMPLEMENTATION SERVICES.....	16
8.3 TESTING SERVICES	16
8.4 TRAINING SERVICES	16
8.5 OPERATIONAL SUPPORT SERVICES	16
9. WORK PLAN DELIVERABLE	16

2015-072 Contract-Statement of Work

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Page 1 of 30

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY
VISION CARD CREATION SYSTEM
CONTRACT 2015-072
STATEMENT OF WORK**

10.	CHANGE ORDERS.....	17
11.	INTELLECTUAL PROPERTY	18
11.1	STATE'S BUSINESS.....	18
11.2	MIDS MATERIALS.....	18
11.3	COPYRIGHT.....	18
11.4	CUSTOM SOFTWARE SOURCE CODE.....	18
11.5	SURVIVAL.....	19
12.	USE OF STATE'S INFORMATION, CONFIDENTIALITY	19
12.1	USE OF STATE'S INFORMATION.....	19
12.2	STATE CONFIDENTIAL INFORMATION	19
12.3	MIDS CONFIDENTIAL INFORMATION	19
12.4	SURVIVAL.....	20
13.	GENERAL PROVISIONS	20
13.1	CONDITIONAL NATURE OF CONTRACT.....	20
13.2	COMPLIANCE BY MIDS WITH LAWS AND REGULATIONS: EQUAL EMPLOYMENT OPPORTUNITY.....	20
13.3	REGULATORY/GOVERNMENT APPROVALS.....	21
13.4	ACCESS/COOPERATION.....	21
13.5	PERSONNEL.....	21
13.6	DISPUTE RESOLUTION	22
13.7	TERMINATION.....	22
13.8	FORCE MAJEURE.....	25
13.9	MIDS'S RELATION TO THE STATE.....	25
13.10	ASSIGNMENT, DELEGATION AND SUBCONTRACTS.....	25
13.11	INDEMNIFICATION	26
13.12	LIMITATION OF LIABILITY	26
13.13	INSURANCE	27
13.14	WORKERS' COMPENSATION	28
13.15	WAIVER IN EVENT OF DEFAULT.....	28
13.16	NOTICE.....	29
13.17	AMENDMENT.....	29
13.18	CONSTRUCTION OF CONTRACT AND TERMS.....	29
13.19	THIRD PARTIES	29
13.20	HEADINGS.....	29
13.21	CONTRACT EXHIBITS.....	29
13.22	SPECIAL PROVISIONS.....	29
13.23	SEVERABILITY	30
13.24	VENUE AND JUSTIFICATION.....	30
13.25	SURVIVAL	30
13.26	ENTIRE CONTRACT	30

STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY
VISION CARD CREATION SYSTEM
CONTRACT 2015-072
STATEMENT OF WORK

TERMS AND DEFINITIONS

Capitalized terms used in the Contract shall have the meanings given below:

Acceptance	Notice from the State that a Deliverable has satisfied Acceptance Test or Review.
Acceptance Test	A test performed by the end user to determine if the system is working according to the specifications in the contract
Agreement	A contract duly executed and legally binding.
Application	The MIDS application
Certification or Certify	Written Certification and full supporting and written documentation (including, without limitation, test results as applicable) that MIDS has completed development of the Deliverable and certified its readiness for applicable Acceptance Test and/ or Review.
Change Control	Formal process for initiating changes to the proposed solution or process once development has begun.
Change Order	Formal documentation prepared for a proposed change in the Specifications.
Confidential Information	Information required to be kept confidential from unauthorized disclosure under the Contract.
Contract	This Agreement between the State of New Hampshire and MIDS which creates binding obligations for each party to perform as specified in the Contract Documents.
Contractor	MIDS, a Gemalto Company, (MIDS)
Contract Documents	Documents that comprise this Contract (See Statement of Work, Section 1.1)
Contract Managers	The persons identified by the State and MIDS who shall be responsible for all contractual authorization and administration of the Contract. These responsibilities shall include, but not be limited to, processing Contract documentation, obtaining executive approvals, tracking costs and payments, and representing the parties in all Contract administrative activities. (See Section 4: <i>Contract Management</i>)
COTS	Commercial-off-the-shelf software
Cure Period	The thirty (30) day period following written notification of a default within which a contracted vendor must cure the default identified.
Data	State's records, files, forms, and other documents or information in either electronic or paper form that shall be used during the Contract Term.
DBA	Database administrator
Deficiencies	A failure, deficiency, or defect in a Deliverable resulting in a

STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY
VISION CARD CREATION SYSTEM
CONTRACT 2015-072
STATEMENT OF WORK

	<p>Deliverable, the Software, or the System, not conforming to its Specifications.</p> <p>Class A Deficiency – Software - Critical, does not allow System to operate, no work around, demands immediate action; <i>Written Documentation</i> - missing significant portions of information or unintelligible to State; <i>Non Software</i> - Services were inadequate and require re-performance.</p> <p>Class B Deficiency – Software - important, does not stop operation and/or there is a work around and user can perform tasks; <i>Written Documentation</i> - portions of information are missing but not enough to make the document unintelligible; <i>Non Software</i> - Services were deficient, require reworking, but do not require re-performance.</p> <p>Class C Deficiency – Software - minimal, cosmetic in nature, minimal effect on System, low priority and/or user can use System; <i>Written Documentation</i> - minimal changes required and of minor editing nature; <i>Non Software</i> - Services require only minor reworking and do not require re-performance.</p>
Deliverables	Any Written Software or Non-Software Deliverable (letter, report, manual, book, other), provided by MIDS to the State under the Contract.
Department of Information Technology (DoIT)	The Department of Information Technology established pursuant to Revised Statutes Annotated, Chapter 21-R.
Documentation	All information that describes the installation, configuration, operation, and use of the Software, either in printed or electronic format.
Effective Date	The date on which the Contract takes effect upon Governor and Executive Council approval.
Not to Exceed Price Contract	A contract with a fixed price that is not to be exceeded in total cost in performing the Contract.
Fully loaded	Rates are inclusive of all allowable expenses, including, but not limited to: meals, hotel/housing, airfare, car rentals, car mileage, and out of pocket expenses.
GAAP	Generally Accepted Accounting Principles
Governor and Executive Council	The New Hampshire Governor and Executive Council.

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY
VISION CARD CREATION SYSTEM
CONTRACT 2015-072
STATEMENT OF WORK**

Implementation	The process for making the System fully operational for processing the Data.
Implementation Plan	Sets forth the transition from development of the System to full operation, and includes without limitation:: training, business and technical procedures.
Invoking Party	In a dispute, the party believing itself aggrieved
Key Project Staff	Personnel identified by the State and by MIDS as essential to work on the Project.
MIDS Team	Team composed of MIDS personnel as proposed in the MIDS proposal (SOW Section 1.2 d.) completing the requirements of the Contract
Non-Exclusive Contract	A contract executed by the State that does not restrict the State from seeking alternative sources for the Deliverables or Services provided under the Contract.
Non-Software Deliverables	Deliverables that are not Software Deliverables or Written Deliverables, e.g., meetings, help support, services, other.
Normal Business Hours	Normal Business Hours – 8:00 a.m. to 5:00 p.m. EST, Monday through Friday excluding State of New Hampshire holidays. State holidays are: New Year’s Day, Martin Luther King Day, President’s Day, Memorial Day, July 4 th , Labor Day, Veterans Day, Thanksgiving Day, the day after Thanksgiving Day, and Christmas Day.
Notice to Proceed (NTP)	The State Contract Manager’s written direction to MIDS to begin work on the Contract on a given date and time,
Notice of Intent	The State Contract Manager’s written direction to MIDS to begin work on the Contract on a given date and time.
Operating System	System is fully functional, all Data has been loaded into the System, is available for use by the State in its daily operations.
Order of Precedence	The order in which Contract/Documents control in the event of a conflict or ambiguity. A term or condition in a document controls over a conflicting or ambiguous term or condition in a document that is lower in the Order of Precedence.
Project	The planned undertaking regarding the entire subject matter of the Contract and the activities of the parties related hereto.
Project Team	The group of State employees and contracted vendor’s personnel responsible for managing the processes and mechanisms required such that the Services are procured in accordance with the Work Plan on time, on budget and to the required specifications and quality.
Project Managers	The persons identified in SOW Section 4.
Proposal	Contracted vendor’s written proposal submitted in response to RFP 2015-072.
Regression Test Plan	A plan integrated into the Work Plan used to ascertain whether fixes to defects have caused errors elsewhere in the

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY
VISION CARD CREATION SYSTEM
CONTRACT 2015-072
STATEMENT OF WORK**

	application/process.
Review Period	The period set for Review contained in the Work Plan for a Deliverable. If none is specified, then the review period will be five (5) business days.
RFP (Request for Proposal)	Department of Safety Request For Proposal 2015-072
Schedule	The dates described in the Work Plan for deadlines for performance of Services and other Project events and activities.
Services	The work or labor to be performed by MIDS on the Project as described in the Contract.
Software	MIDS System Software provided by MIDS under the Contract
Software License	Licenses provided to the State under this Contract.
Solution	The Solution consists of the total solution, which includes, without limitation, Software and Services, addressing the requirements and terms of the Specifications.
SOW	Statement Of Work
Specifications	The written specifications that set forth the requirements which include, without limitation: this RFP, the Proposal, the Contract, any performance standards, Documentation, applicable state and federal policies, laws and regulations, State technical standards, subsequent State-approved Deliverables, and other specifications and requirements described in the Contract. The Specifications are incorporated, by reference, as though completely set forth herein.
State	State is defined as: State of New Hampshire Department of Safety 33 Hazen Drive Concord, NH 03301
State Confidential Records	State's information, regardless of its form, that is not subject to public disclosure under applicable state and federal laws and regulations, including but not limited to New Hampshire RSA Chapter 91-A and RSA 260:14.
State Data	Any information contained within State systems in electronic or paper format.
State Fiscal Year (SFY)	The New Hampshire State Fiscal Year extends from July 1 st through June 30 th of the following calendar year
State Project Leader	State's representative with regard to Project oversight.
State Project Manager (PM)	State's representative with regard to Project management and technical matters.
Subcontractor	A person, partnership, or company subcontracted by MIDS to perform services under the Contract.
System	All Software, hardware, interfaces, and extensions, integrated and functioning together in accordance with the Specifications.

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY
VISION CARD CREATION SYSTEM
CONTRACT 2015-072
STATEMENT OF WORK**

System Integration Test	A test, described in the Work Plan, executed to ensure that all parts of the application that need to communicate or that have some relationship to each other work properly together.
Test Plan	A plan, integrated in the Work Plan, to verify the code (new or changed) works to fulfill the requirements of the Project. It may consist of a timeline, a series of tests and test data, test scripts and reports for the test results as well as a tracking mechanism.
Term	Period of the Contract from the Effective Date through January 15, 2021
Transition Services	Services and support provided when MIDS is supporting system changes.
Training Plan	Plan developed by MIDS which described in Exhibit L 2 d.
UAT	User Acceptance Test
Unit Test	Developers create their own test data and test scenarios to verify the code they have created or changed functions properly as defined.
User Acceptance Testing	Tests done by knowledgeable business users who are familiar with the scope of the Project. They create/develop test cases to confirm the System was developed according to specific user requirements. The test cases and scripts/scenarios should be mapped to business requirements outlined in the user requirements documents.
Vendor	MIDS
Warranty Period	That period following Acceptance/provision of a product during which MIDS shall provide Warranty Services/support to the State at no charge, subject to any extensions for defect correction.
Warranty Services	The services to be provided during the Warranty Period.
Work Plan	The overall plan of activities for the Project created in accordance with the Contract.
Written Deliverables	Written documentation (letter, report, manual, book, other) provided by MIDS either in paper or electronic format.

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY
VISION CARD CREATION SYSTEM
CONTRACT 2015-072
STATEMENT OF WORK**

This Contract is by and between the State of New Hampshire, acting through The Department of Safety ("State"), and Marquis ID Systems (MIDS) a Gemalto company, having its principal place of business at 2914 Independence Drive, Fort Wayne, IN 46808.

The purpose of this contract is to procure a full set of services that will capture images, produce AAMVA compliant credentials (permanent cards), integrate with VISION our Driver Licensing management system and provide support for the workstations and central production environment. The project is known as VISION Card Creation System (CCS).

1. CONTRACT DOCUMENTS

1.1 Contract Documents

This Contract is comprised of the following documents (Contract Documents):

- a. The Statement of Work
- b. Exhibit A Contract Deliverables
- c. Exhibit B Price and Payment Schedule
- d. Exhibit C Special Provisions
- e. Exhibit D Administrative Services
- f. Exhibit E Implementation Service
- g. Exhibit F Testing Services
- h. Exhibit G Extended Warranty and Support Services
- i. Exhibit H Requirements- Contractor Responses
- j. Exhibit I Work Plan
- k. Exhibit J Software License and related terms
- l. Exhibit K Warranty and Warranty Services
- m. Exhibit L Training Services
- n. Exhibit M Agency RFP with Addendums, by reference
- o. Exhibit N Contractor Proposal, and Best and Final Offer by reference
- p. Exhibit O Certificates and Attachments

1.2 Order of Precedence

In the event of conflict or ambiguity among any of the text of the Contract Documents, the following Order of Precedence shall govern:

- a. *The State of New Hampshire Terms and Conditions*, as stated in Section 13: *General Provisions*;
- b. State of New Hampshire, Department of Safety Contract 2015-072;
- c. RFP 2015-072 VISION Card Creation System, dated January 13, 2015 with addenda one through six as incorporated therein;
- d. The Contractor Proposal, dated March 3, 2015;

STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY
VISION CARD CREATION SYSTEM
CONTRACT 2015-072
STATEMENT OF WORK

1.3 Non-Exclusive, Not to Exceed Price Contract

This is a Non-Exclusive, Not to Exceed (NTE) Contract with price and term limitations as set forth in the Contract.

The State may, at its discretion, retain other contractors to provide Services or Deliverables procured under this Contract. MIDS shall not be responsible for any delay, act, or omission of such other contractors, except that MIDS shall be responsible for any delay, act, or omission of the other contractors if such delay, act, or omission is caused by or due to the fault of MIDS.

2. CONTRACT TERM

2.1 Term

The Contract and all obligations of the parties hereunder shall become effective after full execution by the parties, and the receipt of required governmental approvals, including, but not limited to, Governor and Executive Council of the State of New Hampshire approval ("Effective Date").

The Contract shall begin on the Effective Date and extend through January 15, 2021. The Term may be extended for up to an additional two (2) years, ("Extended Term") at the sole option of the State, subject to the parties' prior written agreement on applicable fees for each extended term, up to but not beyond January 15, 2023.

MIDS shall commence work upon issuance of a Notice to Proceed by the State.

The State does not require MIDS to commence work prior to the Effective Date; however, if MIDS commences work prior to the Effective Date and a Notice to Proceed, such work shall be performed at the sole risk of MIDS. In the event that the Contract does not become effective, the State shall be under no obligation to pay MIDS for any costs incurred or Services performed; however, if the Contract becomes effective, all costs incurred prior to the Effective Date shall be paid under the terms of the Contract.

The parties' agree that time is of the essence in the performance of MIDS's obligations under the Contract.

3. COMPENSATION

3.1 Contract Price

The Contract price, method of payment, and terms of payment are identified and more particularly described in Contract Exhibit B: *Price and Payment Schedule*.

STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY
VISION CARD CREATION SYSTEM
CONTRACT 2015-072
STATEMENT OF WORK

4. CONTRACT MANAGEMENT

The Project will require the coordinated efforts of a Project Team consisting of both MIDS and State personnel. MIDS shall provide all necessary resources to perform its obligations under the Contract. MIDS shall be responsible for managing the Project to its successful completion.

4.1 MIDS Contract Manager

MIDS shall assign a Contract Manager who shall be responsible for all Contract authorization and administration. MIDS's Contract Manager is:

Steve Purdy

4.2 MIDS Project Manager

4.2.1 Contract Project Manager

MIDS shall assign a Project Manager who meets the requirements of the Contract, including but not limited to, the requirements set forth in the RFP. MIDS's selection of MIDS Project Manager shall be subject to the prior written approval of the State. The State's approval process may include, without limitation, at the State's discretion, review of the proposed MIDS Project Manager's resume, qualifications, references, and background checks, and an interview. The State may require removal or reassignment of MIDS's Project Manager who, in the sole judgment of the State, is found unacceptable or is not performing to the State's satisfaction.

4.2.2 MIDS Project Manager shall have full authority to make binding decisions under the Contract, and shall function as MIDS's representative for all administrative and management matters. MIDS's Project Manager shall perform the duties required under the Contract, including, but not limited to, those set forth in Contract Exhibit I, Section 2. MIDS's Project Manager shall be available to promptly respond during Normal Business Hours within two (2) hours to inquiries from the State, and be at the site as needed. MIDS's Project Manager shall work diligently and use his/ her best efforts on the Project. MIDS's Project Manager shall be qualified to perform the obligations required of the position under the Contract.

4.2.3 MIDS shall not change its assignment of MIDS Project Manager without providing the State written justification and obtaining the prior written approval of the State. State approvals for replacement of MIDS's Project Manager shall not be unreasonably withheld. The replacement Project Manager shall have comparable or greater skills than MIDS Project Manager being replaced; meet the requirements of the Contract, (including but not limited to, the requirements set forth in RFP); and be subject to reference and background checks described above in SOW Section 4.2.1: *Contract Project Manager*, and in SOW Section 4.10: *Background Checks*, below. MIDS shall assign a replacement MIDS Project Manager within ten

STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY
VISION CARD CREATION SYSTEM
CONTRACT 2015-072
STATEMENT OF WORK

(10) business days of the departure of the prior MIDS Project Manager, and MIDS shall continue, during the ten (10) business day period, to provide competent Project management Services through the assignment of a qualified interim MIDS Project Manager.

4.2.4 Notwithstanding any other provision of the Contract, the State shall have the option, at its sole discretion, to terminate the Contract, declare MIDS in default and pursue its remedies at law and in equity, if MIDS fails to assign a MIDS Project Manager meeting the requirements and terms of the Contract.

4.2.5 MIDS Project Manager is:

Mridul Sharma as Program Manager

4.3 MIDS Key Project Staff

4.3.1 MIDS shall assign Key Project Staff who meet the requirements of the Contract, and can implement the Software Solution meeting the requirements set forth in RFP Appendix C: *System Requirements and Deliverables*, Table C.1: *System Requirements and Deliverables-Vendor Response Checklist*. The State may conduct reference and background checks on MIDS Key Project Staff. The State reserves the right to require removal or reassignment of MIDS's Key Project Staff who are found unacceptable to the State. Any background checks shall be performed in accordance with SOW Section 4.10: *Background Checks*.

4.3.2 MIDS shall not change any MIDS Key Project Staff commitments without providing the State written justification and obtaining the prior written approval of the State. State approvals for replacement of MIDS Key Project Staff will not be unreasonably withheld. The replacement MIDS Key Project Staff shall have comparable or greater skills than MIDS Key Project Staff being replaced; meet the requirements of the Contract, including but not limited to the requirements set forth in RFP Appendix C: *System Requirements and Deliverables* and be subject to reference and background checks described above in SOW Section 4.3.1 and in SOW Section 4.10: *Background Checks*,

4.3.3 Notwithstanding any other provision of the Contract to the contrary, the State shall have the option, at its sole discretion, to terminate the Contract, declare MIDS in default and to pursue its remedies at law and in equity, if MIDS fails to assign Key Project Staff meeting the requirements and terms of the Contract.

4.3.3.1 MIDS Key Project Staff shall consist of the following individuals in the roles identified below:

STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY
VISION CARD CREATION SYSTEM
CONTRACT 2015-072
STATEMENT OF WORK

MIDS's Key Project Staff:

<u>Key Member(s)</u>	<u>Title</u>
Steve Steigmeyer	Executive Sponsor
Steve Purdy	Contract Manager
Rudy Godfrin	Project Sponsor
Mridul Sharma	Program Manager
Mark Steigmeyer/Antoine Saene	Solution Architect(s)
Randy Rupert	Implementation Manager
Joseph Musek	Lead Developer

4.4 State Contract Manager

The State shall assign a Contract Manager who shall function as the State's representative with regard to Contract administration.

The State Contract Manager is:

Robert Lussier
Department of Safety
23 Hazen Drive
Concord, NH 03301
Tel: (603) 227-4050
Email: robert.lussier@dos.nh.gov

4.5 State Project Manager

The State shall assign a Project Manager. The State Project Manager's duties shall include the following:

- a. Leading the Project;
- b. Engaging and managing all Contractors;
- c. Managing significant issues and risks.
- d. Reviewing and accepting Contract Deliverables;
- e. Invoice sign-offs;
- f. Review and approval of change proposals; and
- g. Managing stakeholders' concerns.

The State Project Manager is:

Thomas R. Chagnon
Department of Safety
23 Hazen Drive
Concord, NH 03301
Tel: (603) 227-4050
Fax: (603) 271-6303
Email: thomas.chagnon@dos.nh.gov

STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY
VISION CARD CREATION SYSTEM
CONTRACT 2015-072
STATEMENT OF WORK

4.6 State Meetings and Reports

The Parties agree that effective communication and reporting is essential to Project success.

The development and implementation of the VISION Card Creation System (CCS) must be coordinated with the VISION project. MIDS shall participate in the regularly scheduled weekly, monthly and quarterly VISION status meetings. Additionally, MIDS shall meet with the State and Tech Mahindra, the VISION development contractor, as needed to facilitate project activities.

The State and MIDS shall meet as required to address issues specific to the CCS contract. These meetings shall include at a minimum:

Introductory Meeting: Participants will include MIDS Key Project Staff and State Personnel from both Department of Safety and the Department of Information Technology. This meeting will enable leaders to become acquainted and establish any preliminary Project procedures.

Kickoff Meeting: Participants will include the Project Team and major stakeholders. This meeting is to establish a sound foundation for activities that will follow.

Status Meetings: Participants will include, at the minimum, MIDS Project Manager and the State Project Manager. These meetings will be conducted at least biweekly. A status report from MIDS shall serve as the basis for discussion. The Work Plan shall be reviewed at each Status Meeting and updated, at minimum, on a biweekly basis, in accordance with the Contract. At the agreement of the State and MIDS status meetings may be incorporated into the regular VISION project status meetings for increased efficiency.

Special Meetings: Need may arise for a special meeting with State leaders or Project stakeholders to address specific issues.

Implementation Meetings: During the period immediately preceding and immediately following the implementation of VISION and the CCS there will be a number of meetings to monitor progress and deal with issues that arise. MIDS will be expected to participate in these meetings with representation from the development team and the operational support team.

Post Implementation Review Meeting: Participants will include Project leaders from MIDS and the State. Discussion will focus on lessons learned from the Project and on follow up options that the State may wish to consider.

Operational Phase Meetings: After VISION and CCS have gone into production the projects will be considered to be in the operational phase. A regular schedule of status meetings will be established and MIDS operational support staff will participate in these meetings.

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY
VISION CARD CREATION SYSTEM
CONTRACT 2015-072
STATEMENT OF WORK**

Annual Card Design Meetings: Please see VISION Card Creation contract document, Exhibit C, Section 1.2 for details.

4.7 State-Owned Documents and Data

MIDS shall provide the State access to all Documents, State Data, materials, reports, and other work in progress relating to the Contract ("State Owned Documents"). Upon termination of the Contract, MIDS shall turn over all State Owned Documents, material, reports, and work in progress relating to this Contract to the State at no additional cost to the State. State Owned Documents shall be provided in both printed and electronic format.

4.8 Records Retention and Access Requirements

MIDS shall agree to the conditions of all applicable State and federal laws and regulations, which are incorporated herein by reference, regarding retention and access requirements, including without limitation, retention policies consistent with the Federal Acquisition Regulations (FAR) Subpart 4.7 *Contractor Records Retention*.

MIDS and its Subcontractors shall maintain books, records, documents, and other evidence of accounting procedures and practices, which properly and sufficiently reflect all direct and indirect costs invoiced in the performance of their respective obligations under the Contract. MIDS and its Subcontractors shall retain all such records for four (4) years following termination of the Contract, including any extensions. Records relating to any litigation matters regarding the Contract shall be kept for one (1) year following the termination of all litigation, including the termination of all appeals or the expiration of the appeal period.

Upon prior notice and subject to reasonable time frames, all such records shall be subject to inspection, examination, audit and copying by personnel so authorized by the State and federal officials so authorized by law, rule, regulation or contract, as applicable. Access to these items shall be provided within Merrimack County of the State of New Hampshire, unless otherwise agreed by the State. Delivery of and access to such records shall be at no cost to the State during the four (4) year period following termination of the Contract and one (1) year term following litigation relating to the Contract, including all appeals or the expiration of the appeal period. MIDS shall include the record retention and review requirements of this section in any of its subcontracts.

The State agrees that books, records, documents, and other evidence of accounting procedures and practices related to MIDS's cost structure and profit factors shall be excluded from the State's review unless the cost of any other Services or Deliverables provided under the Contract is calculated or derived from the cost structure or profit factors.

4.9 Accounting Requirements

MIDS shall maintain an accounting system in accordance with generally accepted accounting principles. The costs applicable to the Contract shall be ascertainable from the accounting system.

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY
VISION CARD CREATION SYSTEM
CONTRACT 2015-072
STATEMENT OF WORK**

4.10 Background Checks

The State may, at its sole expense, conduct background screening of MIDS Project Manager and MIDS Key Project Staff. The State shall maintain the confidentiality of background screening results in accordance with the Statement of Work, Section 12: *Use of State's Information, Confidentiality*.

5. DELIVERABLES

5.1 Deliverables and Services

MIDS shall provide the State with the Deliverables and Services required under this Contract, and as more particularly described in Contract Exhibit A: *Contract Deliverables*.

5.2 Non-Software and Written Deliverables Review and Acceptance

After receiving written Certification from MIDS that a Non-Software or Written Deliverable is final, complete, and ready for review, the State will review the Deliverable to determine whether it meets the Requirements outlined in Contract Exhibit A: *Contract Deliverables*. The State will notify MIDS in writing of its acceptance or rejection of the Deliverable within five (5) business days of the State's receipt of MIDS's written Certification. If the State rejects the Deliverable, the State shall notify MIDS of the nature and class of the Deficiency and MIDS shall correct the Deficiency within the period identified in the Work Plan. If no period for MIDS's correction of the Deliverable is identified, MIDS shall correct the Deficiency in the Deliverable within five (5) business days. Upon receipt of the corrected Deliverable, the State shall have five (5) business days to review the Deliverable and notify MIDS of its acceptance or rejection thereof, with the option to extend the Review Period up to five (5) additional business days. If MIDS fails to correct the Deficiency within the allotted period of time, the State may, at its option, continue reviewing the Deliverable and require MIDS to continue until the Deficiency is corrected, or immediately terminate the Contract, declare MIDS in default, and pursue its remedies at law and in equity.

5.3 System/Software Testing and Acceptance

System/Software Testing and Acceptance shall be performed as set forth in the Test Plan and more particularly described in Exhibit F: *Testing Services*.

6. SOFTWARE

6.1 Software and Documentation

MIDS shall provide all software to meet the requirements of this contract and to fully integrate with the VISION system. MIDS shall supply all documentation needed for DMV staff to operate the system and for the VISION development team to maintain the operational interface.

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY
VISION CARD CREATION SYSTEM
CONTRACT 2015-072
STATEMENT OF WORK**

6.2 Operational Support of Software

MIDS shall maintain all software provided under the contract. This includes any modifications required due to upgrades in any underlying software products (Microsoft Operating Systems, MS Sql Server, MS Dynamics CRM, twain drivers, etc.) or required as a result of the annual card design process. MIDS shall fully participate in any trouble shooting activities that result from performance issues or outages in VISION, CCS or the interfaces between them.

7. WARRANTY

MIDS shall provide the Warranty and Warranty Services set forth in the Contract, and particularly described in Exhibit K: *Initial Warranty and Warranty Services*.

8. SERVICES

MIDS shall provide the Services required under the Contract Documents. All Services shall meet, and be performed, in accordance with the Specifications.

8.1 Administrative Services

MIDS shall provide the State with the administrative services set forth in the Contract, and particularly described in Exhibit D: *Administrative Services*.

8.2 Implementation Services

MIDS shall provide the State with the Implementation Services set forth in the Contract, and particularly described in Exhibit E: *Implementation Services*.

8.3 Testing Services

MIDS shall perform testing Services for the State set forth in the Contract, and particularly described in Exhibit F: *Testing Services*.

8.4 Training Services

MIDS shall provide the State with training Services set forth in the Contract, and particularly described in Exhibit L: *Training Services*.

8.5 Operational Support Services

MIDS shall provide an on-site presence supported by offsite resources to ensure all workstation, central site server equipment and central site card creation, inserting and mailing equipment, is in working order and perform necessary repairs or replacements. CCS workstations will support both VISION and MAAP applications in addition to CCS functionality. MIDS will meaningfully participate with state and contractor resources in trouble shooting and problem resolution whenever an issue arises that impact's the workstations or central site processing. MIDS staff will work collaboratively with DoIT resources in preventative maintenance and software upgrades of the workstation and central site environments.

STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY
VISION CARD CREATION SYSTEM
CONTRACT 2015-072
STATEMENT OF WORK

9. WORK PLAN DELIVERABLE

MIDS shall provide the State with a Work Plan that shall include, without limitation, a detailed description of the Schedule, tasks, Deliverables, major milestones, task dependencies, and payment schedule. This plan must be developed in collaboration with the VISION project and establish a joint implementation.

The initial Work Plan shall be a separate Deliverable and is set forth in Contract Exhibit I: *Work Plan*. MIDS shall update the Work Plan as necessary, but no less than biweekly, to accurately reflect the status of the Project, including without limitation, the Schedule, tasks, Deliverables, major milestones, task dependencies, and payment schedule. Any such updates shall be approved by the State, in writing, prior to final incorporation into Contract Exhibit I: *Work Plan*. The updated Contract Exhibit I: *Work Plan*, as approved by the State, is incorporated herein by reference. Exhibit I: *Work Plan* shall be reviewed and finalized by the State and MIDS within one week of contract start date.

Unless otherwise agreed in writing by the State, changes to the Contract Exhibit I: *Work Plan* shall not relieve MIDS from liability to the State for damages resulting from MIDS's failure to perform its obligations under the Contract, including, without limitation, performance in accordance with the Schedule. In the event of any delay in the Schedule, MIDS shall immediately notify the State in writing, identifying the nature of the delay, i.e., specific actions or inactions of MIDS or the State causing the problem; its estimated duration; specific actions that need to be taken to correct the problem; and the expected Schedule impact on the Project. Subject to the provisions of 13.1, in the event additional time is required by MIDS to correct Deficiencies, the Schedule shall not change unless previously agreed in writing by the State, except that the Schedule shall automatically extend on a day-to-day basis to the extent that the delay does not result from MIDS's failure to fulfill its obligations under the Contract.

10. CHANGE ORDERS

The State may make changes or revisions at any time by written Change Order. Within five (5) business days of MIDS's receipt of a Change Order, MIDS shall advise the State, in detail, of any impact on cost (e.g., increase or decrease), the Schedule, or the Work Plan.

MIDS may request a change within the scope of the Contract by written Change Order, identifying any impact on cost, the Schedule, or the Work Plan. The State shall attempt to respond to MIDS's requested Change Order within five (5) business days. The State must approve all change orders in writing. The State shall be deemed to have rejected the Change Order if the parties are unable to reach an agreement in writing.

All Change Order requests from MIDS to the State, and the State acceptance of MIDS's estimate for a State requested change, will be acknowledged and responded to, either acceptance or rejection, in writing. If accepted, the Change Order(s) shall be subject to the Contract amendment process, as determined to apply by the State.

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY
VISION CARD CREATION SYSTEM
CONTRACT 2015-072
STATEMENT OF WORK**

11. INTELLECTUAL PROPERTY

11.1 State's Business

All rights, title and interest in State Data shall remain with the State. The State's rights in Deliverables shall be for purposes of the State's business only. All other intellectual property rights in such Deliverables remain with MIDS. The State may not assign, re-license, rent or lease the Software or use the Software for third-party training, or commercial time-sharing, or service bureau use, without prior written authorization by MIDS.

11.2 MIDS's Materials

Subject to the provisions of this Contract, MIDS may develop for itself, or for others, materials that are competitive with, or similar to, the Deliverables. In accordance with the confidentiality provision of this Contract, MIDS shall not distribute any products containing or disclose any State Confidential Information. MIDS shall be free to use its general knowledge, skills and experience, and any ideas, concepts, know-how, and techniques that are acquired or used in the course of its performance under this Contract, provided that such is not obtained as the result of the deliberate memorization of the State Confidential Information by MIDS employees or third party consultants engaged by MIDS.

Without limiting the foregoing, the parties agree that the general knowledge referred to herein cannot include information or records not subject to public disclosure under New Hampshire RSA 260:14 or RSA 91-A, which includes but is not limited to the following: motor vehicle records, records of grand juries and petit juries; records of parole and pardon boards; personal school records of pupils; records pertaining to internal personnel practices; financial information, test questions, scoring keys and other examination data use to administer a licensing examination, examination for employment, or academic examination and personnel, medical, welfare, library use, video tape sale or rental, and other files containing personally identifiable information that is private in nature.

11.3 Copyright

WWW Copyright and Intellectual Property Rights

All right, title and interest in the State WWW site, including copyright to all Data and information, shall remain with the State. The State shall also retain all right, title and interest in any user interfaces and computer instructions embedded within the WWW pages. All WWW pages and any other Data or information shall, where applicable, display the State's copyright.

11.4 Custom Software Source Code

MIDS shall provide the State with a copy of the updated source code for the Custom Software, which shall be subject to the License rights. The State shall receive a statewide, perpetual, irrevocable, non-exclusive, non-transferable paid-up right and license to use and copy any custom developed software, for the sole use of the State. The State may allow its

STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY
VISION CARD CREATION SYSTEM
CONTRACT 2015-072
STATEMENT OF WORK

agents and MIDSs to access and use the Software, and in such event, the State shall first obtain written agreement from such agents and MIDSs that each shall abide by the terms and conditions set forth herein.

11.5 Survival

This SOW Section 11: *Intellectual Property* shall survive the termination of the Contract.

12. USE OF STATE'S INFORMATION, CONFIDENTIALITY

12.1 Use of State's Information

In performing its obligations under the Contract, MIDS may gain access to information of the State, including State Confidential Information. "State Confidential Information" shall include, but not be limited to, information exempted from public disclosure under New Hampshire RSA Chapter 91-A: *Access to Public Records and Meetings* (see e.g. RSA Chapter 91-A: 5 *Exemptions*) or RSA 260:14, *Records and Certifications*. MIDS shall not use the State Confidential Information developed or obtained during the performance of, or acquired, or developed by reason of the Contract, except as directly connected to and necessary for MIDS's performance under the Contract.

12.2 State Confidential Information

MIDS shall maintain the confidentiality of and protect from unauthorized use, disclosure, publication, and reproduction (collectively "release"), all State Confidential Information that becomes available to MIDS in connection with its performance under the Contract, regardless of its form. Any disclosure of the State Confidential Information shall require the prior written approval of the State. MIDS shall immediately notify the State if any request, subpoena or other legal process is served upon MIDS regarding the State Confidential Information, and MIDS shall cooperate with the State in any effort the State undertakes to contest the request, subpoena or other legal process, at no additional cost to the State. In the event of the unauthorized release of State Confidential Information, MIDS shall immediately notify the State, and the State may immediately pursue any remedy at law and in equity, including, but not limited to, injunctive relief.

12.3 MIDS Confidential Information

Insofar as MIDS seeks to maintain the confidentiality of its Confidential Information, MIDS must clearly identify in writing all information it claims to be confidential or proprietary. MIDS acknowledges that the State is subject to State and federal laws governing disclosure of information including, but not limited to, RSA Chapter 91-A. The State shall maintain the confidentiality of the identified Confidential Information insofar as it is consistent with applicable State and federal laws or regulations, including but not limited to, RSA Chapter 91-A. In the event the State receives a request for the information identified by MIDS as confidential, the State shall notify MIDS and specify the date the State will be releasing the requested information. At the request of the State, MIDS shall cooperate and assist the State

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY
VISION CARD CREATION SYSTEM
CONTRACT 2015-072
STATEMENT OF WORK**

with the collection and review of MIDS's information, at no additional expense to the State. Any effort to prohibit or enjoin the release of the information shall be MIDS's sole responsibility and at MIDS's sole expense. If MIDS fails to obtain a court order enjoining the disclosure, the State shall release the information on the date specified in the State's notice to MIDS without any liability to the state.

12.4 Survival

This SOW Section 12, *Use of State's Information, Confidentiality*, shall survive termination of the Contract.

13. GENERAL PROVISIONS

13.1 Conditional Nature of Contract

Notwithstanding any provision of the Contract to the contrary, all obligations of the State, including, without limitation, the continuance of payments, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments in excess of such available appropriated funds. In the event of a reduction or termination of those funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate the Contract immediately upon giving MIDS notice of such termination.

13.2 Compliance by MIDS with Laws and Regulations: Equal Employment Opportunity

13.2.1 In connection with the performance of the Contract, MIDS shall comply with all statutes, laws, regulations, orders of federal, state, county or municipal authorities which impose any obligation or duty upon MIDS, including, but not limited to, civil rights and equal opportunity laws. MIDS shall also comply with all applicable local, State and federal licensing requirements and standards necessary in the performance of the Contract. In addition, MIDS shall comply with all applicable copyright laws.

13.2.2 During the term of the Contract, MIDS shall not discriminate against employees or applicants for employment in violation of applicable State or federal laws, including but not limited to non-discrimination because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and shall take affirmative action to prevent such discrimination.

13.2.3 If the Contract is funded in any part by monies of the United States, MIDS shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issues to

STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY
VISION CARD CREATION SYSTEM
CONTRACT 2015-072
STATEMENT OF WORK

implement these regulations. MIDS further agrees to permit the State, or United States, access to any of MIDS's pertinent books, records, and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and covenants and conditions of the Contract.

13.3 Regulatory/Government Approvals

MIDS shall obtain applicable regulatory or other governmental approvals necessary for it to perform its obligations under the Contract.

13.4 Access/Cooperation

The CCS project must be tightly integrated with the VISION project. The state and MIDS agree to work cooperatively with each other and Tech Mahindra, the VISION project developer, to ensure a simultaneous and successful implementation of both projects.

As applicable, and reasonably necessary, and subject to the applicable State and federal laws and regulations and restrictions imposed by third parties upon the State, the State shall provide MIDS with access to program files, libraries, personal computer-based systems, software packages, network systems, security systems, and hardware.

The State shall use reasonable efforts to provide approvals, authorizations, and decisions necessary to allow MIDS to perform its obligations under the Contract.

13.5 Personnel

13.5.1 The performance of MIDS's obligations under the Contract shall be carried out by MIDS. MIDS shall, at its own expense, provide all personnel, materials and resources required under the Contract and as necessary to perform MIDS's obligations under the Contract. MIDS warrants that all personnel engaged in the Contract Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws:

13.5.2 Unless otherwise authorized in writing, during the term of the Contract, and for a period of six (6) months after the Completion Date of the Contract (Block 1.7 of the Contract Agreement), MIDS shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services, to hire any person who is a State employee or official, who is materially involved in the procurement, administration or performance of the Contract. This provision shall survive termination of the Contract

13.5.3 The Commissioner of the Department of Safety, or his designee, shall be the State's representative. In the event of any dispute governing the interpretation of the Contract, the Commissioner's decision shall represent the final position of the State.

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY
VISION CARD CREATION SYSTEM
CONTRACT 2015-072
STATEMENT OF WORK**

13.6 Dispute Resolution

Prior to the filing of any formal proceedings with respect to a dispute (other than an action seeking injunctive relief with respect to intellectual property rights or Confidential Information), the party believing itself aggrieved (the "Invoking Party") shall call for progressive management involvement in the dispute negotiation by written notice to the other party. Such notice shall be without prejudice to the Invoking Party's right to any other remedy permitted under the Contract.

The parties shall use reasonable efforts to arrange personal meetings and/or telephone conferences as needed, at mutually convenient times and places, between negotiators for the parties at the following successive management levels, each of which shall have a period of allotted time as specified below in which to attempt to resolve the dispute:

Dispute Resolution Responsibility and Schedule Table

LEVEL	THE CONTRACTOR	THE STATE	CUMULATIVE ALLOTTED TIME
Primary	Mridul Sharma	Thomas Chagnon	5 Business Days
First	Rudy Godfrin	Richard C. Bailey, Jr.	10 Business Days
Second	Steve Steigmeyer	John J. Barthelmes, Commissioner	15 Business Days

The allotted time for the first level negotiations shall begin on the date the Invoking Party's notice is received by the other party.

13.7 Termination

This Section 13.7 shall survive the termination or Contract Conclusion.

13.7.1 Termination for Default

Unless otherwise provided in the Contract, the State shall provide MIDS written notice of default, and MIDS must cure the default within thirty (30) days ("Cure Period") of its receipt of the notice of default. If MIDS fails to cure the default within the Cure Period, the State may, at its sole discretion, terminate the Contract, declare MIDS in default, and pursue its remedies at law or in equity, or both.

13.7.1.1 In the event the State declares MIDS in default under any provision of the Contract, the State may, at a minimum, take any or all of the following actions:

13.7.1.1.1 Set off against any other obligations the State may owe to MIDS under this Contract;

13.7.1.1.2 Procure Services that are the subject of the Contract from another source, and MIDS shall be liable for reimbursing the

STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY
VISION CARD CREATION SYSTEM
CONTRACT 2015-072
STATEMENT OF WORK

State for the replacement Services, and all administrative costs directly related to the replacement of the Contract, and to procuring the Services from another source, such as costs of competitive bidding, mailing, advertising, applicable fees, charges or penalties, and staff time costs, all of which shall be subject to the limitation of liability set forth in this Contract; and

13.7.1.1.3 Treat the Contract as breached and pursue its remedies at law or in equity, or both.

13.7.1.2 In the event of default by the State, MIDS shall provide the State with written notice of default, and the State shall cure the default within thirty (30) days of its receipt of the notice of default, unless otherwise extended by MIDS.

13.7.1.3 No remedy conferred under the Contract is intended to be exclusive of any other remedy, and each remedy is cumulative and in addition to every other remedy in the Contract. The State's election or non-election of any or more remedies shall not constitute a waiver of its right to pursue other legally available remedies.

13.7.2 Termination for Convenience

13.7.2.1 The State may, at its sole discretion, terminate the Contract for convenience, in whole or in part, by thirty (30) days written notice to MIDS. In the event of a termination for convenience, the State shall pay MIDS the agreed upon price, if separately stated in this Contract, for Deliverables for which Acceptance has been given by the State. Amounts for Services or Deliverables provided prior to the date of termination for which no separate price is stated under the Contract shall be paid, in whole or in part, generally in accordance with Contract Exhibit B, *Price and Payment Schedule*, of the Contract.

13.7.2.2 During the thirty (30) day period, MIDS shall wind down and cease Services as quickly and efficiently as reasonably possible, without performing unnecessary Services or activities and by minimizing negative effects on the State from such winding down and cessation of Services.

13.7.3 Termination for Conflict of Interest

13.7.3.1 The State may terminate the Contract by written notice if it determines that a conflict of interest exists, including but not limited to, a violation by any of the parties hereto of applicable laws regarding ethics in public acquisitions and procurement and performance of Contracts.

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY
VISION CARD CREATION SYSTEM
CONTRACT 2015-072
STATEMENT OF WORK**

In such case, the State shall be entitled to a pro-rated refund of any current development, support, and Extended Warranty costs. The State shall pay all other contracted payments for Deliverables for which Acceptance has been given by the State that would have become due and payable if MIDS did not know, or reasonably did not know, of the conflict of interest.

- 13.7.3.2** In the event the Contract is terminated as provided above because of a violation by MIDS the State shall be entitled to pursue the same remedies against MIDS as it could pursue in the event of a default of the Contract by MIDS.

13.7.4 Termination Procedure

- 13.7.4.1** Upon termination of the Contract, the State, in addition to any other rights provided in the Contract, may require MIDS to deliver to the State any property, including without limitation, Software and Written Deliverables, for such part of the Contract as has been terminated.
- 13.7.4.2** After receipt of a notice of termination, and except as otherwise directed by the State, MIDS shall:
- a. Stop work under the Contract on the date, and to the extent specified, in the notice;
 - b. Promptly, but in no event longer than thirty (30) days after termination, terminate its orders and subcontracts related to the work which has been terminated and settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the State to the extent required, which approval or ratification shall be final for the purpose of this Section;
 - c. Take such action as the State directs, or as necessary to preserve and protect the property related to the Contract which is in the possession of MIDS and in which the State has an interest;
 - d. Transfer title to the State and deliver in the manner, at the times, and to the extent directed by the State, any property which is required to be furnished to the State and which has been accepted or requested by the State; and
 - e. Provide written Certification to the State that MIDS has surrendered to the State all said property.

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY
VISION CARD CREATION SYSTEM
CONTRACT 2015-072
STATEMENT OF WORK**

- f. Assist in Transition Services, as reasonably requested by the State at no additional cost.

13.8 Force Majeure

Neither MIDS nor the State shall be responsible for delays or failures in performance resulting from events beyond the control of such party and without fault or negligence of such party. Such events shall include, but not be limited to, acts of God, strikes, lock outs, riots, and acts of War, epidemics, acts of Government, fire, power failures, nuclear accidents, earthquakes, and unusually severe weather. Except in the event of the foregoing, Force Majeure events shall not include MIDS's inability to hire or provide personnel needed for MIDS's performance under the Contract.

13.9 MIDS's Relation to the State

In the performance of the Contract, MIDS is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither MIDS nor any of its officers, employees, agents, or members shall have authority to bind the State or receive any benefits, worker's compensation or other emoluments provided by the State to its employees.

13.10 Assignment, Delegation and Subcontracts

13.10.1 MIDS shall not assign, delegate, subcontract, or otherwise transfer any of its interest, rights, or duties under the Contract without the prior written consent of the State. Such consent shall not be unreasonably withheld.

13.10.2 MIDS shall remain wholly responsible for performance of the entire Contract even if assignees, delegates, Subcontractors, or other transferees ("Assigns") are used, unless otherwise agreed to in writing by the State, and the Assigns fully assumes in writing any and all obligations and liabilities under the Contract from the Effective Date. In the absence of a written assumption of full obligations and liabilities of the Contract, any permitted assignment, delegation, subcontract, or other transfer shall: neither relieve MIDS of any of its obligations under the Contract; nor affect any remedies available to the State against MIDS that may arise from any event of default of the provisions of the contract. The State shall consider MIDS to be the sole point of contact with regard to all contractual matters, including payment of any and all charges resulting from the Contract. Any attempted transfer, assignment, delegation, or other transfer made without the State's prior written consent shall be null and void, and may constitute an event of default at the sole discretion of the State.

13.10.3 Notwithstanding the foregoing, nothing herein shall prohibit MIDS from assigning the Contract to the successor of all or substantially all of the assets or business of MIDS provided that the successor fully assumes in writing all obligations and responsibilities under the Contract. In the event that MIDS should change ownership, as permitted under this SOW Section 13.10.3, the

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY
VISION CARD CREATION SYSTEM
CONTRACT 2015-072
STATEMENT OF WORK**

State shall have the option to continue under the Contract with MIDS its successors or assigns for the full remaining term of the Contract; continue under the Contract with MIDS its successors or assigns for such period of time as determined necessary by the State; or immediately terminating the Contract without liability to MIDS its successors or assigns.

13.11 Indemnification

13.11.1 MIDS shall indemnify, defend and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of MIDS its personnel or agents in connection with MIDS's performance of the Contract.

13.11.2 Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State.

13.11.3 Survival

This SOW Section 13.11, *Indemnification*, shall survive termination of this Agreement.

13.12 Limitation of Liability

13.12.1 State

Subject to applicable laws and regulations, in no event shall the State be liable for any consequential, special, indirect, incidental, punitive, or exemplary damages. Subject to applicable laws and regulations, the State's liability to the Vendor shall not exceed the total Contract price set forth in Contract Agreement Section 1.8 of Part 1. Identification - *STATE OF NEW HAMPSHIRE TERMS AND CONDITIONS P-37*. Notwithstanding the foregoing and any provision of this Contract to the contrary, in no event does the State waive its sovereign immunity or any applicable defenses or immunities.

13.12.2 The Contractor

Subject to applicable laws and regulations, in no event shall the Vendor be liable for any consequential, special, indirect, incidental, punitive or exemplary damages and the Vendor's liability to the State shall not exceed two times (2X) the total Contract price set forth in the Contract Agreement Section 1.8 of the *STATE OF NEW HAMPSHIRE TERMS AND CONDITIONS P-37* in APPENDIX F. Notwithstanding the foregoing, the limitation of liability shall not apply to the Vendor's indemnification obligations set forth in the *STATE OF NEW HAMPSHIRE TERMS AND CONDITIONS P-37, Section 13:*

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY
VISION CARD CREATION SYSTEM
CONTRACT 2015-072
STATEMENT OF WORK**

Indemnification and confidentiality obligations: Confidential Information, which shall be unlimited.

13.12.3 State's Immunity

Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant shall survive termination or Contract conclusion.

13.12.4 Survival

This Contract Agreement - Section 4.12: *Limitation of Liability* shall survive termination or Contract conclusion.

13.13 Insurance

13.13.1 MIDS Insurance Requirement

MIDS shall, at its sole expense, obtain and maintain in force, and shall require any Subcontractor or assignee to obtain and maintain in force, the following insurance:

- a. Comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$2,000,000 per occurrence; and
- b. The policies shall be the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State of New Hampshire. Each policy shall contain a clause prohibiting cancellation or modifications of the policy earlier than ten (10) days after written notice thereof has been received by the State.

STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY
VISION CARD CREATION SYSTEM
CONTRACT 2015-072
STATEMENT OF WORK

- c. MIDS shall furnish to the Insurance Certificate Holder the certificate(s) of insurance for all insurance required under the Contract. MIDS shall also furnish to the Insurance Certificate Holder certificate(s) of insurance for all renewal(s) of insurance required under the Contract no later than fifteen (15) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached to the Contract and are incorporated therein by reference.

The ACORD Insurance Certificate should note the Certificate Holder in the lower left hand block including State of New Hampshire, Department Name, name of the individual responsible for the funding of the contracts and his/her address.

The Department of Safety
Commissioner John J. Barthelmes
33 Hazen Drive, Concord, NH 03301

13.14 Workers' Compensation

- 13.14.1 By signing the Contract, MIDS agrees, certifies and warrants that MIDS is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("*Workers' Compensation*").
- 13.14.2 To the extent MIDS is subject to the requirements of N.H. RSA chapter 281-A, MIDS shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. MIDS shall furnish the Insurance Certificate Holder, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached to the Contract and shall be incorporated therein by reference.
- 13.14.3 The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for MIDS or any subcontractor or employee of MIDS which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under the Contract.

13.15 Waiver in Event of Default

No failure by either party to enforce any provisions hereof after any event of default shall be deemed a waiver of its rights with regard to that event, or any subsequent event. No express failure of any default shall be deemed a waiver of the right of the State to

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY
VISION CARD CREATION SYSTEM
CONTRACT 2015-072
STATEMENT OF WORK**

enforce each and all of the provisions hereof upon any further or other default on the part of MIDS.

13.16 Notice

Any notice by a party to the other party shall be deemed to have been duly delivered or given at the time of mailing by registered mail, postage prepaid, in a United States Post Office addressed to the parties at the following addresses.

TO MIDS:
Marquis Consulting Services, Inc.
ATTN: Legal Department
Capital of Texas Highway North
Suite 100
Austin, TX 78759

TO STATE:
Elizabeth Bielecki
State of New Hampshire
Department of Safety
33 Hazen Drive
Concord, NH 03301
Tel: (603) 223-8020

13.17 Amendment

The Contract may be amended, waived, or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire.

13.18 Construction of Contract and Terms

The Contract shall be construed in accordance with the laws of the State of New Hampshire without regard to its choice of law provisions, and is binding upon and inures to the benefit of the parties and their respective successor and assigns. Any action may only be brought in the State of New Hampshire, Merrimack County Superior Court.

13.19 Third Parties

The parties hereto do not intend to benefit any third parties and the Contract shall not be construed to confer any such benefit.

13.20 Headings

The headings in the Contract shall not be held to explain, modify, amplify, or aid in the construction or interpretation of the Contract provisions, and are for reference purposes only.

13.21 Contract Exhibits

The Contract Exhibits referred to and attached to the Contract are incorporated by reference as if fully set forth herein.

13.22 Special Provisions

Additional provisions shall be set forth in the Contract EXHIBIT C shall be incorporated therein by reference

STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY
VISION CARD CREATION SYSTEM
CONTRACT 2015-072
STATEMENT OF WORK

13.23 Severability

In the event of any of the provisions of the Contract are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of the Contract will remain in full force and effect

13.24 Venue and Justification

Any action on the Contract may only be brought in the State of New Hampshire Merrimack County Superior Court.

13.25 Survival

The terms, conditions and warranties contained in the Contract that by their context are intended to survive the completion of the performance, cancellation or termination of the Contract shall so survive, including, but not limited to, the terms of SOW Section 4.8: *Records Retention and Access Requirements*, SOW Section 4.9: *Accounting Requirements*, and SOW Section 12: *Use of State's Information, Confidentiality* and SOW Section 13.11: *Indemnification* which shall all survive the termination of the Contract.

13.26 Entire Contract

The Contract Documents, which may be executed in a number of counterparts, each of which shall be deemed an original, constitute the entire Contract and understanding between the parties, and supersede all prior contracts and understandings pertaining to the Project.