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State of New Hampshire

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

RICHARD C. BAILEY, JR.
ASSISTANT COMMISSIONER

EDDIE EDWARDS
ASSISTANT COMMISSIONER

ROBERT L. QUINN
COMMISSIONER

April 20, 2022

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 exercise a contract renewal option with New England Document Systems, Inc. (VC# 155742-B001), 750 East Industrial Park Drive, Manchester, New Hampshire 03109, for microfilm processing and developing, by increasing the price limitation by \$15,540.00 from \$13,740.00 to \$29,280.00 and extending the completion date from June 30, 2022 to June 30, 2023 effective upon Governor and Executive Council approval. The original contract was approved by the Governor and Executive Council on February 17, 2021, as item #66. Funding Source: 100% Agency Income.

Funds are anticipated to be available in the SFY23 operating budget.

02-23-23-233015-231200000 Dept. of Safety – DMV - Motor Vehicle Registration	<u>SFY2023</u>
020-500218 Duplicating Supplies	\$7,770.00
02-23-23-233015-231400000 Dept. of Safety – DMV – Certificate of Title	
020-500218 Duplicating Supplies	<u>\$7,770.00</u>
Total	\$15,540.00

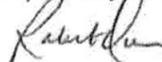
EXPLANATION

This agreement will provide processing and developing of microfilm for motor vehicle related documents to be archived for future reference. Documents related to vehicle registrations and title are collected by Municipal Agents across the state and sent to the Department of Safety where they are filmed and archived. The majority of the cost is for the film reels and various products utilized to complete the film development. This amendment exercises the first of two contract renewal options and will ensure these services are provided through Fiscal Year 2023. The Division continues to explore digital archiving options, and the related infrastructure changes needed to implement these new technologies.

The microfilm developing and processing service was competitively bid in late 2020 with RFB DOS 2021-02. New England Document Systems, Inc., was the sole bidder.

Approval of this contract will provide the necessary processing for motor vehicle documents to be saved and archived.

Respectfully submitted,


Robert L. Quinn
Commissioner of Safety

State of New Hampshire
Department of Safety
Microfilm Processing
Amendment 1

This Agreement (hereinafter called the "Amendment") is by and between New England Document Systems, Inc., (VC#155742-8001) 750 East Industrial Park Drive, Manchester, NH 03109, and the State of New Hampshire acting by and through the Department of Safety DOS).

WHEREAS, pursuant to an Agreement (herein after referred to as the "Agreement"), approved by the Governor and Executive Council, on February 17, 2021, Item # 66, New England Document Systems, 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, the Agreement has provisions for two (2) additional one year term extensions subject to approval by the Governor and Executive Council;

WHEREAS, New England Document Systems, Inc. and the DOS have agreed to amend the Agreement through the first of the two, one year term extensions.

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 section 1.8 Price Limitation of the Contract Agreement by increasing the Price Limitation by \$15,540.00 from \$13,740.00, not to exceed \$29,280.00.
2. Amend section 1.7 Completion Date of the Contract Agreement to June 30, 2023.
3. Amend Exhibit C Payment Schedule with the following price structure.

Cost to process each roll of film \$18.00	
Up to eight hundred forty (840) rolls of film	\$15,120.00
Cost to process each duplicate roll of film \$35.00	
Up to twelve (12) duplicate rolls of film	\$ 420.00
Total not to exceed	\$15,540.00

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 thereunder shall remain in full force and effect in accordance with the terms and conditions set forth therein.

Date 3/14/22 Initials

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. The parties have hereunto set their hands.

New England Document Systems, Inc.

By: [Signature] Date: 03/14/2022

Title President

STATE OF NEW HAMPSHIRE

Department of Safety

By: [Signature] Date: 4/19/22

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

OFFICE OF THE ATTORNEY GENERAL

By: [Signature] On: May 3, 2022
Assistant Attorney General

GOVERNOR AND EXECUTIVE COUNCIL OF THE STATE OF NEW HAMPSHIRE

On: _____

Signed: _____ Title: _____

Date 3/14/22 Initials [Initials]

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 NEW ENGLAND DOCUMENT SYSTEMS, LLC is a New Hampshire Limited Liability Company registered to transact business in New Hampshire on September 01, 1983. 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: 72505

Certificate Number: 0005703872



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 14th day of March A.D. 2022.

A handwritten signature in cursive script, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State



New England
DOCUMENTSYSTEMS
Managing Information - Since 1983

March 14, 2022

State of New Hampshire
Department of Motor Vehicle
23 Hazen Drive
Concord, NH 03305

To Whom It May Concern:

Nick Brattan, President of the corporation, is authorized to be the signor to enter into agreements on behalf of New England Document Systems. This was unanimously approved at the corporation's board of directors meeting held on July 12, 2020 and remains in effect on this date.

Sincerely,

A handwritten signature in cursive script that reads "Robin LaBossiere".

Robin LaBossiere
Office Manager





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

GC Item 66
02-17-2021

January 20, 2021

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 in to a contract with New England Document Systems, Inc. (VC# 155742-B001), 750 East Industrial Park Drive, Manchester, New Hampshire 03109, in an amount not to exceed \$13,740.00, for microfilm processing and developing for a period of one year commencing on July 1, 2021 through June 30, 2022, with provisions for two, one-year extensions subject to approval by Governor and Executive Council. Effective upon Governor and Executive Council approval through June 30, 2022. Funding Source: 100% Agency Income.

Funds are anticipated to be available in the SFY22 operating budget.

02-23-23-233015-231200000 Dept. of Safety – Div. of Motor Vehicles – Motor Vehicle Registration	<u>SFY2022</u>
020-500218 Current Expenses – Duplicating Supplies	\$6,870.00
02-23-23-233015-231400000 Dept. of Safety – Div. of Motor Vehicles – Certificate of Title	<u>\$6,870.00</u>
020-500218 Current Expenses – Duplicating Supplies	
Total	\$13,740.00

Explanation

This agreement will provide processing and developing of microfilm for motor vehicle related documents to be archived for future reference. The Division continues to explore digital archiving options and the related infrastructure changes needed to implement these new technologies. Archiving to microfilm will continue until a suitable replacement can be implemented.

A Request for Bids for microfilm processing service was posted on the State website from November 13, 2020 through November 20, 2020, with New England Document Systems, Inc. being the sole bidder.

Respectfully submitted,

Robert L. Quinn
Commissioner of Safety

FORM NUMBER P-37 (version 12/11/2019)

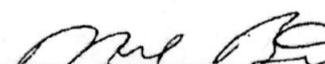
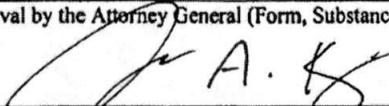
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

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 New England Document Systems, Inc.		1.4 Contractor Address 750 East Industrial Park Drive, Manchester, NH 03109	
1.5 Contractor Phone Number (800) 340-1171	1.6 Account Number 02-23-23-233015-231200000-020-500218 02-23-23-233015-231400000-020-500218	1.7 Completion Date June 30, 2022	1.8 Price Limitation Not to exceed \$13,740.00
1.9 Contracting Officer for State Agency Steven Lavoie		1.10 State Agency Telephone Number (603) 227-4050	
1.11 Contractor Signature  Date: 12/14/2020		1.12 Name and Title of Contractor Signatory NICK BRATTAN - President	
1.13 State Agency Signature  Date: 1/20/21		1.14 Name and Title of State Agency Signatory Steven R. Lavoie, Dir. of Administration	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: 2/11/21			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

2. 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 B 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, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.17, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("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 affected by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part. 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 reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source 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 C 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 applicable 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 employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property 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. The Contractor 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.

Contractor Initials MS
Date 12/14/2020

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 cured, 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 give the Contractor a written notice specifying the Event of Default and 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 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

8.3. 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.

9. TERMINATION.

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, 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 B. In addition, at the State's discretion, the Contractor shall, within 15 days of notice of early termination, develop and

submit to the State a Transition Plan for services under the Agreement.

10. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.

10.1 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.

10.2 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.

10.3 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.

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.

12.1 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. INDEMNIFICATION. Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omission of the

Contractor Initials MS
Date 12/14/2020

Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. 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 continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 commercial general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate or excess; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 10.2 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 ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

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. The 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. **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.

17. **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 unless no such approval is required under the circumstances pursuant to State law, rule or policy.

18. **CHOICE OF LAW AND FORUM.** This Agreement shall be governed, interpreted and 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. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

19. **CONFLICTING TERMS.** In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT A) shall control.

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 or modifying provisions set forth in the attached EXHIBIT A 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 with respect to the subject matter hereof.

Exhibit A
Special Provisions

There are no special provisions.

Exhibit B
Scope of Services

New England Document Systems, Inc., (VC# 155742-B001), of 750 East Industrial Park Drive, Manchester, New Hampshire 03109 shall provide microfilm processing & developing including the white reels for the Department of Safety, Division of Motor Vehicles (DMV) as follows:

1. New England Document Systems, Inc., shall process and develop the Kodak Imagelink HQ 16MM x 66m standard microfilm rolls and duplicate film rolls, which the Division of Motor Vehicles has filmed and provided.
2. The Department of Safety shall deliver the undeveloped film to New England Document Systems, Inc., or the Manchester DMV substation, located in Manchester, Monday through Friday.
3. New England Document Systems, Inc., shall pick up the unprocessed microfilm at the Manchester DMV substation, if required, and return the developed film to the same location on Monday, Wednesday and Friday of each week between the hours of 8:00 am - 4:30pm.
4. The film that is delivered to New England Document Systems, Inc., shall be ready for pickup within twenty four (24) hours of delivery.
5. The developing quality must be of the highest standards as the paper documents produced from this film may be utilized for a number of different purposes, including for legal proceedings.
6. The developing process must be of the highest security as the information contained on the films is protected by the Motor Vehicle Privacy Act.
7. If any processed and developed film is deemed by the DMV to be of poor quality due to the developing process, New England Document Systems, Inc., shall at no charge reprocess and develop that film(s).
8. New England Document Systems, Inc., shall provide the white film reels with each roll of film.
9. This agreement is for a period of one (1) year commencing on July 1, 2021, and ending on June 30, 2022, unless sooner terminated in accordance with the provisions hereof.
 - 9.1. This agreement may be extended for two additional terms of one year each subject to approval by the DMV and New England Document Systems, at mutually agreed upon pricing, subject to approval by Governor and Executive Council.
10. The contact person for New England Document Systems, Inc., is Nick Brattan or his designee, telephone # 800-340-1171, fax # 625-2515, e-mail nbrattan@nedocs.com.
11. The contact person for the DMV regarding agreement issues is Lisa Lienhart or her designee, telephone # 227-4050, e-mail lisa.lienhart@dos.nh.gov.

Exhibit C
Payment Schedule

The payment schedule for transfer of funds from the Department of Safety to New England Document Systems, Inc., (VC# 155742-B001), of 750 East Industrial Park Drive, Manchester, New Hampshire 03109 is contingent upon the following:

1. Submittal of invoice(s), for the film processed to the Department of Safety.
2. Payment terms shall be net 30 days from date of invoice.
3. Payment schedule:

Cost to process each roll of film \$16.00 Up to eight hundred forty (840) rolls of film		\$13,440.00
Cost to process each duplicate roll of film \$25.00 Up to twelve (12) duplicate rolls of film		\$ 300.00
02-23-23-233015-231200000-020-500218	\$6,870.00	
02-23-23-233015-231400000-020-500218	\$6,870.00	

4. Total agreement not to exceed. \$13,740.00



New England
DOCUMENTSYSTEMS
Managing Information - Since 1983

December 14, 2020

State of New Hampshire
Department of Motor Vehicle
23 Hazen Drive
Concord, NH 03305

To Whom It May Concern:

Nick Brattan, President of the corporation, is authorized to be the signor to enter into agreements on behalf of New England Document Systems. This was unanimously approved at the corporation's board of directors meeting held on July 12, 2020 and remains in effect on this date.

Sincerely,

A handwritten signature in black ink, appearing to read "Donald J. Forst".

Donald J Forst
VP and Treasurer



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 NEW ENGLAND DOCUMENT SYSTEMS, LLC is a New Hampshire Limited Liability Company registered to transact business in New Hampshire on September 01, 1983. 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: 72505

Certificate Number: 0005042540



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 13th day of November A.D. 2020.

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

William M. Gardner
Secretary of State



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/16/2020

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 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 THE ROWLEY AGENCY INC. 45 Constitution Avenue P.O. Box 511 Concord NH 03302-0511		CONTACT NAME: Kelley Massey PHONE (A/C, No, Ext): (603) 224-2562 FAX (A/C, No): (603) 224-8012 E-MAIL ADDRESS: kmassey@rowleyagency.com															
INSURED New England Document Systems, LLC 750 East Industrial Park Dr. Manchester NH 03109		<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Tri-State Insurance Co of Minnesota</td> <td>31003</td> </tr> <tr> <td>INSURER B: Continental Western Insurance Co</td> <td>10804</td> </tr> <tr> <td>INSURER C: Acadia Insurance Company</td> <td>31325</td> </tr> <tr> <td>INSURER D: New Hampshire Employers Ins Co</td> <td>13083</td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Tri-State Insurance Co of Minnesota	31003	INSURER B: Continental Western Insurance Co	10804	INSURER C: Acadia Insurance Company	31325	INSURER D: New Hampshire Employers Ins Co	13083	INSURER E:		INSURER F:	
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COVERAGES**CERTIFICATE NUMBER:****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, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			ADV519934015	4/1/2020	4/1/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			CAA519934115	4/1/2020	4/1/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 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 DED <input checked="" type="checkbox"/> RETENTION \$ 0			CUA519934214	4/1/2020	4/1/2021	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	N/A	ECC-600-4000232-2020A 3A STATES: NH, MA EXCLUDED OFFICERS: DONALD FROST; NICHOLAS BRATTAN	4/6/2020	4/6/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Covering operations of the named insured during the policy period.

CERTIFICATE HOLDER**CANCELLATION**

State of New Hampshire Department of Safety 23 Hazen Drive Concord, NH 03305	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 Kelley Massey/CHH 
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