



State of New Hampshire

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

EDDIE EDWARDS
 ASSISTANT COMMISSIONER

STEVEN R. LAVOIE
 ASSISTANT COMMISSIONER

ROBERT L. QUINN
 COMMISSIONER

February 3, 2026

Her Excellency, Governor Kelly A. Ayotte
 and the Honorable Council
 State House
 Concord, New Hampshire 03301

REQUESTED ACTION

The Department of Safety (“Department”) requests retroactive authorization to amend the Department’s September 16, 2025 notice of intent to terminate its agreement between the State and Gordon-Darby NHOST Services, Inc., effective January 31, 2026, by extending the termination date by 60 days from January 31, 2026 to April 1, 2026.

EXPLANATION

The State entered into an agreement with Gordon-Darby NHOST Services, Inc., with Governor and Executive Council approval, on March 27, 2019 (Item #61). The agreement was extended, with Governor and Executive Council approval, on November 13, 2024 (Item #5 O) (collectively, the “Agreement”). The Agreement was for the purpose of implementing the State’s motor vehicle inspection program. In light of the Legislature’s repeal of the State’s motor vehicle inspection program effective January 31, 2026, including on-board diagnostic testing, the Department, on September 16, 2025, issued Gordon-Darby NHOST Services, Inc. a notice of intent to terminate the agreement effective January 31, 2026. The new termination date was thus January 31, 2026.

On January 27, 2026, the United States District Court for the District of New Hampshire issued a preliminary injunction requiring continuation of the motor vehicle inspection program. Specifically, the Court enjoined “any action to terminate, suspend, or otherwise cease implementation or enforcement of the State of New Hampshire’s vehicle inspection and maintenance program,” and ordered the Department to “take all steps necessary to resume and ensure the continued implementation and enforcement of the State of New Hampshire’s vehicle inspection and maintenance program, as codified in New Hampshire’s federally approved state implementation plan.”

Consistent with the Court’s Order and to ensure continuity of motor vehicle inspection vendor service, the Department is hereby requesting that the Governor and Executive Council retroactively extend the Agreement termination date by 60 days from January 31, 2026 to April 1, 2026.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read "Robert L. Quinn".

Robert L. Quinn
 Commissioner of Safety



State of New Hampshire

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

ROBERT L. QUINN
COMMISSIONER OF SAFETY

September 16, 2025

VIA CERTIFIED MAIL: 7022 1670 0003 0746 2731
and FIRST CLASS MAIL

Mr. Robert Tefft, President
Gordon-Darby NHOST Services, Inc.
2410 Ampere Drive
Louisville, KY 40299

**RE: Termination of Contract, G&C Item #61 on March 27, 2019, and extended by
Item #5 O, as approved November 13, 2024**

Dear Mr. Tefft:

This letter is in reference to the above captioned contract between Gordon-Darby NHOST Services, Inc. and the State of New Hampshire, Department of Safety, Division of Motor Vehicles ("State"), executed and approved by Governor & Council (Item #61) on March 27, 2019 and extended by Governor and Council on November 13, 2024 (Item #5 O), referred to herein as "Agreement". The Agreement was entered into for the purpose of providing a computer-based system for all licensed New Hampshire Inspection Stations to facilitate motor vehicle safety inspections and accurate On-Board Diagnostics (OBD) testing, as required by New Hampshire laws, RSA 266:1 and RSA 266:59-b, respectively.

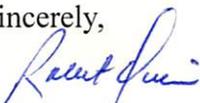
As you are aware, in the most recent legislative session, the Legislature has eliminated the State's motor vehicle inspection program, including OBD testing. In practice, on January 31, 2026, registered vehicles in New Hampshire will no longer be required to have annual safety inspections or OBD testing. This is 11 months short of the expiration of our Agreement.

While we have appreciated the professional partnership with Gordon-Darby NHOST Services, Inc., given the fact that the motor vehicle inspections program will soon be abolished, the State is exercising Part 2, Section 13.2 of the Agreement to Terminate For Convenience, effective January 31, 2026. Although Section 13.2 of the Agreement requires only 30-days written notice, I am sending you this notification of the State's intent to terminate the Agreement in order that we may develop a mutually agreeable work plan to wind down services, develop appropriate messaging, and discuss post-termination assistance from Gordon-Darby NHOST Services, Inc. with regards to State data.

*Mr. Robert Tefft, President
Gordon-Darby NHOST Services, Inc.
09/16/25
Page 2*

I would like to personally thank you for the opportunity to work with you during our contract period.

Sincerely,



Robert L. Quinn

Enclosure

Cc: Joel Unverzagt, President
Gordon-Darby NHOST Services, Inc.
10 Dunklee Road, Unit 22
Bow, NH 03304.

50 CSG



State of New Hampshire

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

EDDIE EDWARDS
ASSISTANT COMMISSIONER

STEVEN R. LAVOIE
ASSISTANT COMMISSIONER

ROBERT L. QUINN
COMMISSIONER

September 23, 2024

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

G&C 5 O
11-13-2024

Approved

REQUESTED ACTION

The Department of Safety, Division of Motor Vehicles requests authorization to enter into a contract amendment with Gordon-Darby NHOST Services, Inc. (VC# 165313-BOOI), Louisville, KY 40299 by extending the end date from December 31, 2024 to December 31, 2026, for the continuation of testing equipment and software to support the State's motor vehicle inspection and emissions testing program. Effective upon Governor and Council approval through December 31, 2026. **No cost extension.**

EXPLANATION

This extension will allow for the successful continuation of the Department of Safety, Division of Motor Vehicles (DMV) to provide an efficient, user-friendly, computer-based system for use by all licensed New Hampshire Inspection Stations to facilitate motor vehicle safety inspections in accordance with New Hampshire Revised Statutes Annotated (RSA) 266:1 and accurate On-Board Diagnostics (OBD) testing, as required by RSA 266:59-b. This system provides the DMV with consistent electronic reporting of safety inspection and emissions test results to a secure central Vehicle Inspection Database to meet the changing data reporting and management needs. The vendor will provide training, testing, and system support services during the course of the contract and ensure that all components of the software and related data assets are secured. This contract authorizes Gordon-Darby NHOST Services to contract directly with the inspection stations across the state for the implementation and support of motor vehicle safety inspections and emissions testing at a cost of \$3.28 per test with a monthly minimum volume of 12 tests. Licensed inspection stations determine the appropriate fee to charge customers for safety inspections and emissions testing services provided at their location.

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

September 13, 2024

Robert L. Quinn, Commissioner
Department of Safety
State of New Hampshire
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 Gordon-Darby NHOST Services, Inc., as described below and referenced as DoIT No. 2019-004A.

The purpose of this request is to provide test equipment and software to support the State's motor vehicle inspection and emissions testing program.

This is a no cost contract, effective upon Governor and Council approval through December 31, 2026.

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

Sincerely,

Denis Goulet

DG/jd
DoIT #2019-004A

cc: Ron Reed, IT Manager
Spencer Batchelder, IT Manager
Mark Stewart, IT Manager



STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY, DIVISION OF MOTOR VEHICLES
STATE MOTOR VEHICLE INSPECTION MANAGEMENT SYSTEM
SAAS CONTRACT DMV 2019-02
CONTRACT AMENDMENT A

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY, DIVISION OF MOTOR VEHICLES
STATE MOTOR VEHICLE INSPECTION MANAGEMENT SYSTEM
SAAS CONTRACT DMV 2019-02
CONTRACT AMENDMENT A**

INTRODUCTION

WHEREAS, pursuant to an Agreement approved by Governor and Council, on March 27, 2019, Item #61, (herein after referred to as the "Agreement") Gordon-Darby NHOST Services, Inc. (hereinafter referred to as "Contractor") agreed to supply certain services upon the terms and conditions specified in the Agreement and in consideration of payment by the Division of Motor Vehicles (hereinafter referred to as the "Department"), certain sums as specified therein;

WHEREAS, pursuant to the Agreement Section 18: Amendment and the provisions of the Agreement, the Agreement may be modified or amended only by a written instrument executed by the parties thereto and approved by the Governor and Executive Council;

WHEREAS, the Contractor and the Department have agreed to amend the Agreement in certain respects.

WHEREAS, the Contractor agrees to provide maintenance and support for a State Motor Vehicle Inspection Management System.

WHEREAS, the Department and the Vendor seek to extend the Completion Date to December 31, 2026.

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

The Agreement is hereby amended as follows:

1. Amend Section 1.7 of the State of New Hampshire P-37 General Provisions extending the Completion Date from December 31, 2024, to December 31, 2026.

TABLE 2: CONTRACT HISTORY				
CONTRACT AND AMENDMENT NUMBER	AMENDMENT TYPE	G&C APPROVAL DATE	END DATE	CONTRACT AMOUNT
DMV 2019-02	Original Contract	March 27, 2019, Item #61	December 31, 2024	\$0.00
Amendment A	End Date	TBD	December 31, 2026	\$0.00
CONTRACT TOTAL				\$0.00

STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY, DIVISION OF MOTOR VEHICLES
STATE MOTOR VEHICLE INSPECTION MANAGEMENT SYSTEM
SAAS CONTRACT DMV 2019-02
CONTRACT AMENDMENT A

CONTRACTOR

Except as provided herein, all provisions of the Agreement shall remain in full force and effect. This modification shall take effect upon the approval date from the Governor and the Executive Council.

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

Joel Unverzagt

Date: 09/12/2024

Gordon-Darby NHOST, LLC

STATE OF NEW HAMPSHIRE

Robert Quinn

Date: 9/30/24

Robert Quinn, Commissioner
State of New Hampshire
Department of Safety

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

Approved by the Attorney General

[Signature]

Date: 16 OCT 24

State of New Hampshire, Department of Justice

I hereby certify that the foregoing amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

Office of the Secretary of State

Date: _____

State of New Hampshire, Department of Administration

State of NH Contract

Date: 09/12/2024

Contractor's Initials JU

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State of New Hampshire

Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that GORDON-DARBY NHOST SERVICES, INC. is a New Hampshire Profit Corporation registered to transact business in New Hampshire on May 19, 2004. 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: 476006

Certificate Number: 0006775699



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 10th day of September A.D. 2024.

A handwritten signature in black ink, appearing to read "David M. Scanlan".

David M. Scanlan
Secretary of State

CERTIFICATE OF AUTHORITY

I, Miranda Monroe, being duly appointed and acting Secretary of the Officers of GORDON-DARBY NHOST SERVICES, INC., hereby certify that by vote of the Corporation Officers on September 10, 2024, Joel Unverzagt is fully authorized and empowered to enter into this agreement and authorized to execute all documents on behalf of the corporation and to bind the corporation.

 Miranda Monroe

Secretary

 9/10/2024

Date

COMMONWEALTH OF KENTUCKY

County of JEFFERSON

The forgoing instrument was acknowledged before me this 10th day of September, 2024.

By Miranda Monroe. (Secretary of the Corporation)



 Malley Ann
(Notary Public)

Commission Expires: 2/8/28

CERTIFICATE OF VOTE
(Corporation with Seal)

I, Miranda Monroe, Secretary of the
(Corporation Representative Name) (Corporation Representative Title)
Gordon-Darby NHOST Services, Inc., do hereby certify that:
(Corporation Name)

(1) I am the duly elected and acting Secretary of
(Corporation Representative Title)

Gordon-Darby NHOST Services, Inc., a New Hampshire corporation (the "Corporation");
(Corporation Name) (State of Incorporation)

(2) I maintain and have custody of and am familiar with the Seal and minute books of the Corporation;

(3) the following are true, accurate and complete copies of the resolutions adopted by the Officers of the Corporation at a meeting of the said Corporation Officers held on the

10th day of September, 2024, which meeting was duly held in accordance with

New Hampshire law and the by-laws of the Corporation:
(State of Incorporation)

RESOLVED: That the signature of any officer of this Corporation affixed to any instrument or document described in or contemplated by these resolutions shall be conclusive evidence of the authority of said officer to bind this Corporation thereby;

The forgoing resolutions have not been revoked, annulled or amended in any manner whatsoever, and remain in full force and effect as of the date hereof; and the following person(s) (has) (have) been duly elected and now occupy the office(s) indicated below

Joel Unverzagt President Name

Miranda Monroe Secretary Name

Molly Corr Treasurer Name

IN WITNESS WHEREOF, I have hereunto set my hand as the Secretary of the Corporation and have affixed its corporation seal this September 10, 2024.



Miranda Monroe
Miranda Monroe
Secretary of the Corporation
September 10, 2024



COMMONWEALTH OF Kentucky
COUNTY OF Jefferson

The foregoing instrument was acknowledged before this 10th day of September, 2024.

By Miranda Monroe
(Name of Corporate Officer)

Molly Corr
Notary Public/Justice of the Peace



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/29/2023

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 Arthur J. Gallagher Risk Management Services, LLC 300 Madison Avenue 28th Floor New York NY 10177	CONTACT NAME: Helen Romeo
	PHONE (A/C, No, Ext): 212-994-7096 FAX (A/C, No): E-MAIL ADDRESS: helen_romeo@ajg.com
INSURED Gordon-Darby NHOST Services, Inc. 2410 Ampere Drive Louisville, KY 40299	INSURER(S) AFFORDING COVERAGE NAIC #
	INSURER A: National Fire Insurance Co of Hartford 20478
	INSURER B: Valley Forge Insurance Company 20508
	INSURER C: Continental Insurance Company 35289
	INSURER D: American Casualty Company of Reading, PA 20427
	INSURER E: Travelers Property Casualty Co of America 25674
INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 1393471755

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 INSR	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 checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			7011637024	12/31/2023	12/31/2024	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
							MED EXP (Any one person)	\$ 15,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			BUA7011637055	12/31/2023	12/31/2024	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 \$ 10,000			CUE7011637069	12/31/2023	12/31/2024	EACH OCCURRENCE	\$ 10,000,000
							AGGREGATE	\$ 10,000,000
								\$
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	N/A	WC711637038 WC711637041	12/31/2023 12/31/2023	12/31/2024 12/31/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
E	Excess Liability			EX-3W183461-23-NF	12/31/2023	12/31/2024	Per Occurrence Per Aggregate	25,000,000 25,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Named Insured's include: Opus Inspection, Inc., Envirotest Systems Corp., Environmental Systems Products, Inc.; Drew Technologies, Inc., Systemch International, LLC; Autologic Diagnostics, Inc.; Gordon-Darby, Inc.; Gordon-Darby Arizona Testing, Inc.; Gordon-Darby NHost Services, Inc.; Opus VTR, Inc., AutoEngenuity, LLC, Opus IVS, Inc.

Policy provides fire & extended coverage insurance covering all property for full replacement cost.

CERTIFICATE HOLDER**CANCELLATION**

State of New Hampshire Dept of Safety, Division of Motor Vehicles 33 Hazen Drive Concord NH 03305 USA	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 
--	--

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61 m/c



State of New Hampshire

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

JOHN J. BARTHELMES
COMMISSIONER

February 22, 2019

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

Requested Action

Authorize the Department of Safety (DOS), Division of Motor Vehicles, to enter into a contract with Gordon-Darby NHOST Services, Inc. (VC# 165313-B001), 2410 Ampere Drive, Louisville, KY 40299 for test equipment and software to support the State's motor vehicle inspection and emissions testing program. Effective upon Governor and Council approval through December 31, 2024, with the option to extend for one additional two-year term. No state funds will be used for this contract. Funding for services will be paid by the licensed inspection stations.

Explanation

This contract provides the Department of Safety, Division of Motor Vehicles (DMV) an efficient, user-friendly, computer based system for use by all licensed New Hampshire Inspection Stations to facilitate motor vehicle safety inspections in accordance with New Hampshire Revised Statutes Annotated (RSA) 266:1 and accurate On-Board Diagnostics (OBD) testing, as required by RSA 266:59-b. This system provides the DMV consistent electronic reporting of safety inspection and emissions test results to a secure central Vehicle Inspection Database to meet the changing data reporting and management needs of the state. The vendor will provide training, testing, and system support services during the course of the contract and ensure that all components of the software and related data assets are secured.

This contract authorizes Gordon-Darby NHOST Services to contract directly with the inspection stations across the state for the implementation and support of motor vehicle safety inspections and emissions testing at a cost of \$3.28 per test with a monthly minimum volume of 12 tests. This is a \$0.06 decrease in the existing cost per test and a 10 test reduction in the existing monthly minimum test volume. Licensed inspection stations determine the appropriate fee to charge customers for safety inspections and emissions testing services provided at their location.

The DMV released a Request for Proposal (RFP) RFP 2019-01 on May 14, 2018 with proposals due June 15, 2018. An optional vendor conference was held on May 21, 2018. The RFP was canceled and RFP 2019-02 was released on September 19, 2018 with proposals due no later than October 19, 2018 at 2:30 p.m. An optional vendor conference call was held on September 21, 2018 with four potential bidders attending. A ten-person evaluation committee including representatives from the DMV, New Hampshire State Police (NHSP), New Hampshire Department of Environmental Services (DES), New Hampshire Department of Information Technology (DOIT), and inspection station owner/operators reviewed the four proposals that were submitted. The committee awarded the contract to Gordon-Darby NHOST Services, Inc., as the highest scoring compliant proposal.

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 5, 2019

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 agency's request to enter into a contract with Gordon-Darby, NHOST Services, Inc. (VC# 165313 B001) as described below and referenced as DoIT No. 2019-004. This project is a result of RFP# 2019-004.

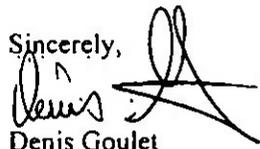
The Motor Vehicle Inspection Management system is intended to provide and maintain an efficient, user-friendly, computer-based system that will facilitate accurate safety inspections, on-demand inspection sticker printing, and OBD testing, as required by New Hampshire Revised Statutes Annotated (RSA) 266:59b at all NH licensed inspection stations. This provides the DMV with a consistent electronic reporting of safety inspection and OBD test results to a secure central Vehicle Inspection Database that will be able to adapt to meet the changing data reporting and management needs of the state.

Funding for services will be paid by the licensed inspection stations. Gordon -Darby has individual contracts with those licensed inspection stations.

The contract shall be effective upon Governor and Executive Council approval through December 31, 2024.

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/ck
DoIT #2019-004

cc: Pamela McGovern

BID SUMMARY FOR REQUEST FOR PROPOSAL

RFP # DMV-2019-02		SERVICES BID: State Motor Vehicle Inspection Management System			
DATE POSTED: 9/19/2018		DATE CLOSED: 10/19/2018			
RFP SCORING SUMMARY					
RFP CRITERIA	MAX # OF PTS.	VENDOR NAME GORDON-DARBY NHOST SREVICES, INC.	VENDOR NAME APPLUS TECHNOLOGIES, INC.	VENDOR NAME PARSONS	VENDOR NAME WORLDWIDE ENVIRONMENTAL PRODUCTS, INC.
1. Proposed System and Services	40	30.68	22.67	NCP*	NCP*
2. Technical, Service, and Project Management	15	9.69	8.08	NCP	NCP
3. Vendor Company & Staff Qualifications	15	10.91	9.27	NCP	NCP
4. Solution Cost (Rates and Pricing)	30	26.01	26.85	NCP	NCP
TOTAL POINTS	100	77.30	66.87	NCP	NCP
* NCP – Noncompliant Proposal					

DEFINITIONS OF EACH SCORING CRITERIA	
1. Proposed System and Services	- ability of the proposed system to fulfill current needs, accommodate future legislative-driven and federally mandated changes, and plan for prospective growth.
2. Technical, Service, and Project Management	- vendor's implementation and customization of the system, system monitoring and maintenance, and system reliability.
3. Vendor Company & Staff Qualifications	- training, experience, and ability of vendor's staff to to implement and support the system through implementation and maintenance.
4. Solution Cost (rates and Pricing)	- vendor's proposed cost per test to inspection stations.

EVALUATION COMMITTEE MEMBERS AND QUALIFICATIONS	
NAME AND POSITION TITLE OF EVALUATOR	EVALUATOR'S QUALIFICATIONS
Chris Laluna	Supervisor of the Registration Bureau, Department of Safety, Division of Motor Vehicles
Robbin Pike	Program Specialist for the OBD Program, Department of Safety, Division of Motor Vehicles
Tim White	Supervisor, Department of Environmental Services, Clean Air Division
Becky Ohler	Administrator, Department of Environmental Services, Clean Air Division
Lieutenant Andrew Player	Department of Safety, NH State Police, Troop G
Pam Megovern	Department of Information Technology, Business Systems Analyst
Thomas Chagnon	Information Technology Manager III, Department of Safety, Division of Motor Vehicles
Dan Weed	owner/operator of Weed Family Automotive, Concord, NH
Lisa Lienhart	Administrator III, Department of Safety, Division of Motor Vehicles
Steven Lavoie	Director of Administration, Department of Safety



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 Gordon-Darby NHOST Services, Inc.		1.4 Contractor Address 10 Dunklee Road Unit #22 Bow, New Hampshire 03304	
1.5 Contractor Phone Number (502) 266-5797	1.6 Account Number N/A	1.7 Completion Date December 31, 2024	1.8 Price Limitation \$0 see Part 3 Contract Exhibit B
1.9 Contracting Officer for State Agency Steve Lavoie		1.10 State Agency Telephone Number 603-227-4050	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory ROBERT TEFFT - PRESIDENT	
1.13 Acknowledgement: State of <u>Kentucky</u> , County of <u>Jefferson</u> On <u>02-25-2019</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]		Notary ID # <u>549493</u> 	
1.13.2 Name and Title of Notary or Justice of the Peace <u>Dana M. Hardin, Notary Public, State of Kentucky</u>			
1.14 State Agency Signature Date: <u>2/27/19</u>		1.15 Name and Title of State Agency Signatory <u>Commissioner of Safety</u>	
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) (if applicable) By: On: <u>3/13/19</u>			
1.18 Approval by the Governor and Executive Council (if applicable) 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, 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 1.18, 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 1.14 ("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. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. 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

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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 notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and 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 \$1,000,000 per occurrence and \$2,000,000 aggregate; and

14.1.2 special cause of loss coverage form 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 thirty (30) 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 provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) 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 unless no

such approval is required under the circumstances pursuant to State law, rule or policy.

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.

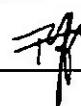
23. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

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.

Contractor Initials DAH
Date 02/25/19

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New Hampshire Department of Information Technology
Contract Cover Sheet

Name of Agency/Division: Department of Safety, Division of Motor Vehicles	
Contract Number/Name: DMV-2019-002	
Contract Purpose: Procure a computer-based System that will facilitate accurate vehicle safety and OBD testing at all NH licensed inspection stations, and consistent electronic reporting of inspection test results to a secure central Vehicle Inspection Database (VID) and that will be able to adapt to meet changing data reporting and management needs of the State. The System shall include a solution for printing/producing an inspection sticker on demand.	
Name of Vendor: Gordon-Darby, NHOST Services, Inc.	Who Negotiated the Contract: ROBERT TEFFT 
Amount of Contract: \$0 Contract is No Cost to the State	Funding Source: N/A
Term of Contract: 5 years	Is this an amendment? No
Competitive Bid Process: (Explain if "No") RFP-DMV-2019-02	
Background Information: The current vendor contract that provides these services to the state expires on 6/30/2019.	
Special Concerns:	
Amendment History (if applicable):	
Submitted By: ROBERT TEFFT 	Current Date: 02/25/19
Phone: 502-266-5797	Email: tefft.b@gordon-darby.com

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	Specifications.
Completion Date	End date for the Contract
Confidential Information	Information required to be kept Confidential from unauthorized disclosure <i>under the Contract</i>
Contract	This Agreement between the State of New Hampshire and a Vendor, which creates binding obligations for each party to perform as specified in the Contract Documents.
Contract Agreement	Part 1, 2, and 3.. The documentation consisting of both the General Provisions and the Exhibits which represents the understanding and acceptance of the reciprocal legal rights and duties of the parties with respect to the Scope of Work
Contract Conclusion	Refers to the conclusion of the Contract, for any reason, including but not limited to, the successful Contract completion, termination for convenience, or termination for default.
Contract Documents	Documents that comprise this Contract (See Contract Agreement, Section 1.1)
Contract Managers	The persons identified by the State and the Vendor 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>)
Contract Price	The total, not to exceed amount to be paid by the State to the Contractor for product and services described in the Contract Agreement. This amount is listed in the General Provisions Section 1.8 (P-37).
Contractor	The Vendor and its employees, subcontractors, agents and affiliates who are providing the services agreed to under the contract.
Contracted Vendor/Vendor	The Vendor whose proposal or quote was awarded the Contract with the State and who is responsible for the Services and Deliverables of the Contract.
Conversion Test	A test to ensure that a Data conversion process correctly takes Data from a legacy system and successfully converts it to a form that can be used by the new System.
Critical Operating Hours	The regular hours of operation for the majority of inspection stations and mechanics: Monday–Friday, 6am–8pm and Saturdays and Sundays, 8am–4pm, excluding State of New Hampshire holidays. State holidays are: New Year’s Day, Martin Luther King Day, President’s Day, Memorial Day, July 4th, Labor Day, Veterans Day, Thanksgiving Day, the day after Thanksgiving Day, and Christmas Day.
Cure Period	The thirty (30) day period following written notification of a default

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	within which a contracted vendor must cure the default identified.
Custom Code	Code developed by the Vendor specifically for this project for the State of New Hampshire
Custom Software	Software developed by the Vendor specifically for this Project for the State of New Hampshire
Data	State's records, files, forms, Data and other documents or information, in either electronic or paper form, that will be used /converted by the Vendor during the Contract Term
Data Breach	The unauthorized access by a non-authorized person/s that results in the use, disclosure or theft of a the State's unencrypted non-public data.
DBA	Database Administrator
DLC	Data Link Connector
DMV	Division of Motor Vehicles
Deficiencies/Defects	<p>A failure, deficiency or defect in a Deliverable resulting in a 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 of the Service.</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 of the Service.</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 of the Service.</p>
Deliverable	A Deliverable is any Written, Software, or Non-Software Deliverable (letter, report, manual, book, other), provided by the Vendor to the State or under the terms of a Contract requirement.
Department of Information Technology (DoIT)	The Department of Information Technology established under RSA 21-R by the Legislature effective September 5, 2008.
Documentation	All information that describes the installation, operation, and use of the

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	Software, either in printed or electronic format.
Digital Signature	Certification that guarantees the unaltered state of a file, also known as "code signing."
Down Time	The time during which any end-user(s) (inspection station, DMV, or State Police) is/are unable to perform any desired business function using the Vendor's System because the VID or any other mission-critical vendor-operated/controlled component is not operational or otherwise unavailable.
EPA	Refers to the US Environmental Protection Agency, which may also be called the USEPA.
Effective Date	The Contract and all obligations of the parties hereunder shall become effective on the date the Governor and the Executive Council of the State of New Hampshire approves the Contract
Encryption	Supports the transformation of data for security purposes
Enhancements	Updates, additions, modifications to, and new releases for the Software, and all changes to the Documentation as a result of Enhancements, including, but not limited to, Enhancements produced by Change Orders
Firm Fixed Price Contract	A Firm-Fixed-Price Contract provides a price that is not subject to increase, i.e., adjustment on the basis of the Vendor's cost experience 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
Governor and Executive Council	The New Hampshire Governor and Executive Council.
IM or I/M	Inspection/Maintenance programs that are designed to oversee vehicle safety inspections and to assure that necessary repairs are properly made by properly licensed technicians.
Identification and Authentication	Supports obtaining information about those parties attempting to log on to a system or application for security purposes and the validation of those users
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.
Information Technology (IT)	Refers to the tools and processes used for the gathering, storing, manipulating, transmitting, sharing, and sensing of information including, but not limited to, Data processing, computing, information systems, telecommunications, and various audio and video

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	technologies.
Input Validation	Ensure that the values entered by users or provided by other applications meets the size, type and format expected. Protecting the application from cross site scripting, SQL injection, buffer overflow, etc.
Intrusion Detection	Supports the detection of illegal entrance into a computer system
Invoking Party	In a dispute, the party believing itself aggrieved.
Key Project Staff	Personnel identified by the State and by the Contractor as essential to work on the Project.
Licensee	The State of New Hampshire
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.
Light Duty Vehicle	On-road vehicles weighing less than 8501 pounds.
Mechanic	A person who has been certified by the State of NH to perform emissions and safety inspections as required per NH RSA 266:1 and Administrative Rules 3200.
MIL	Malfunction Indicator Light
NH I/M Program	This term includes the State of New Hampshire's motor vehicle inspection and maintenance program, inclusive of safety and OBD inspections, as required and authorized by RSA 266.
NHTSA	National Highway Traffic Safety Administration
Non-Public Information	Data, other than personal data, that is not subject to distribution to the public as public information. It is deemed to be sensitive and confidential by the State because it contains information that is exempt by statute, ordinance or administrative rule from access by the general public as public information.
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. Specific dates will be provided
Notice to Proceed (NTP)	The State Contract Manager's written direction to the Vendor to begin work on the Contract on a given date and time
OBD	The on-board diagnostics system, which is an integral part of the computer systems in most passenger cars and light trucks manufactured in 1996 or later and in newer model heavier vehicles. The OBD system detects the deterioration of powertrain

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	components, emission controls, or other faults that may result in increases in vehicle exhaust emissions.
OBD Project Manager	The vendor/company that will be responsible for providing or overseeing the provision of the full scope of services as requested by this RFP. The OBD Project Manager may subcontract with other companies to provide these services, but will remain responsible for the project's overall success.
Official Inspection Sticker	Unless otherwise specified, all components of the adhesive decal indicating compliance with some or all applicable inspection laws and rules.
On Demand Stickers	An official inspection sticker printed at the time that an inspection has demonstrated compliance with some or all applicable inspection laws and rules
Open Data Formats	A data format based on an underlying Open Standard.
Open Source Software	Software that guarantees the user unrestricted use of the Software as defined in RSA 21-R:10 and RSA 21-R:11.
Open Standards	Specifications for the encoding and transfer of computer data that is defined in RSA 21-R:10 and RSA 21-R:13.
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.
Operational	The System is operating and fully functional, all Data has been loaded; the System is available for use by the State in its daily operations, and the State has issued an Acceptance Letter.
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
Personal Data	Data that includes information relating to a person that identifies the person by name and has any of the following personally identifiable information (PII): government-issued identification numbers (e.g., Social Security, driver's license, passport); financial account information, including account number, credit or debit card numbers; or protected health information (PHI) relating to a person.
PII	Personal Identifying Information; any data that can be used to uniquely identify an individual or facilitate doing so. (i.e. name, address, from a vehicle's registration, etc.)
Portal	The web pages that act as a starting point for using the web-based services, specifically those used for delivering the required reports, providing access to the State to the inspection data, and enabling queries of that data.
Program	The comprehensive statewide State Motor Vehicle Inspection

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	Management Program that is administered as a cooperative effort by the New Hampshire Department of Safety and the Department of Environmental Services. The program includes, but is not limited to, the OBD and Safety Inspection Project, which is the subject of this RFP.
Program Manager	The Vendor staff that will oversee day to day operation of the project and serve as the primary contact for DMV.
Project	The planned undertaking regarding the entire subject matter of an RFP and 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 Management Plan	A document that describes the processes and methodology to be employed by the Vendor to ensure a successful Project.
Project Managers	The persons identified who shall function as the State's and the Vendor's representative with regard to Review and Acceptance of Contract Deliverables, invoice sign off, and review and approval of Change Requests (CR) utilizing the Change Control Procedures (CCP)
Project Staff	State personnel assigned to work with the Vendor on the Project
Proposal	The submission from a Vendor in response to the Request for a Proposal or Statement of Work
Protected Health Information (PHI)	Individually identifiable health information transmitted by electronic media, maintained in electronic media, or transmitted or maintained in any other form or medium. PHI excludes education records covered by the Family Educational Rights and Privacy Act (FERPA), as amended, 20 U.S.C. 1232g, records described at 20 U.S.C. 1232g(a)(4)(B)(iv) and employment records held by a covered entity in its role as employer.
Regression Test Plan	A plan integrated into the Work Plan used to ascertain whether fixes to Defects have caused errors elsewhere in the application/process.
Review	The process of reviewing Deliverables for Acceptance
Review Period	The period set for review of a Deliverable. If none is specified then the Review Period is five (5) business days.
RFP (Request for Proposal)	A Request For Proposal solicits Proposals to satisfy State functional requirements by supplying data processing product and/or Service resources according to specific terms and conditions
Role/Privilege Management	Supports the granting of abilities to users or groups of users of a computer, application or network
Schedule	The dates described in the Work Plan for deadlines for performance of Services and other Project events and activities under the Contract
Security Incident	The potentially unauthorized access by non-authorized persons to

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	personal data or non-public data the Contractor believes could reasonably result in the use, disclosure or theft of a State's unencrypted personal data or non-public data within the possession or control of the Contractor. A security incident may or may not turn into a data breach.
Service Level Agreement (SLA)	A signed agreement between both the State and the Contractor that is subject to the terms and conditions in this document that unless otherwise agreed to includes (1) the technical service level performance promises, (i.e. metrics for performance and intervals for measure), (2) description of service quality, (3) identification of roles and responsibilities, (4) security responsibilities and notice requirements, (5) how disputes are discovered and addressed, and (6) any remedies for performance failures.
Service	The work or labor to be performed by the Vendor on the Project as described in the Contract.
the Contractor	The vendor and its employees, subcontractors, agents and affiliates who are providing the services agreed to under the contract.
Software	All custom Software and COTS Software provided by the Vendor under the Contract
Software-as-a-Service (SaaS)	The capability provided to the State to use the Contractor's applications running on a cloud infrastructure. The applications are accessible from various client devices through a thin-client interface such as a Web browser (e.g., Web-based email) or a program interface. The State does not manage or control the underlying cloud infrastructure including network, servers, operating systems, storage or even individual application capabilities, with the possible exception of limited user-specific application configuration settings.
Software Deliverables	Software and Enhancements
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 Contract Specifications. The off-the-shelf Software and configured Software customized for the State provided by the Vendor in response to this RFP.
Specifications	The written provisions 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 Documents. The Specifications are, by this reference, made a part of the Contract as though completely set forth

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	herein.
State	STATE is defined as: State of New Hampshire Department of Safety, Division of Motor Vehicles 23 Hazen Drive Concord, NH 03305 Reference to the term "State" shall include applicable agencies
Statement of Work (SOW)	A Statement of Work clearly defines the basic requirements and objectives of a Project. The Statement of Work also defines a high level view of the architecture, performance and design requirements, the roles and responsibilities of the State and the Vendor. The Contract Agreement SOW defines the results that the Vendor remains responsible and accountable for achieving.
State's 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 <u>RSA Chapter 91-A</u>
State Data	For SaaS applications means all data created or in any way originating with the State, and all data that is the output of computer processing of or other electronic manipulation of any data that was created by or in any way originated with the State, whether such data or output is stored on the State's hardware, the Contractor's hardware or exists in any system owned, maintained or otherwise controlled by the State or by the Contractor.
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 Identified Contact	The person or persons designated in writing by the State to receive security incident or breach notification.
State's Project Manager (PM)	State's representative with regard to Project management and technical matters. Agency Project Managers are responsible for review and Acceptance of specific Contract Deliverables, invoice sign off, and Review and approval of a Change Proposal (CP).
Sticker	Official Inspection Sticker
Subcontractor	A person, partnership, or company not in the employment of, or owned by, the Vendor, which is performing Services under this Contract under a separate Contract with or on behalf of the Vendor
System	All Software, specified hardware, and interfaces and extensions, integrated and functioning together in accordance with the Specifications.
TBD	To Be Determined
Technical Authorization	Direction to a Vendor, which fills in details, clarifies, interprets, or

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	specifies technical requirements. It must be: (1) consistent with Statement of Work within statement of Services; (2) not constitute a new assignment; and (3) not change the terms, documents of specifications of the Contract Agreement
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 termination.
Transition Services	Services and support provided when Contractor is supporting System changes.
UAT	User Acceptance Test
USEPA	Refers to the US Environmental Protection Agency, which may also be called the EPA.
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.
User Management	Supports the administration of computer, application and network accounts within an organization
Vendor/ Contracted Vendor	The Vendor whose proposal or quote was awarded the Contract with the State and who is responsible for the Services and Deliverables of the Contract.
Verification	Supports the confirmation of authority to enter a computer system, application or network
Vehicle Inspection Database or VID	The database that will hold all OBD and safety inspection data as submitted electronically from remote inspection sites, as well as data that may be retrieved from the DMV mainframe or other IT system(s) used to maintain databases of vehicle registration and related information.
VIN	Vehicle Identification Number
VIN Decoder	A software application that reads the vehicle identification number of the vehicle being inspected and returns the full vehicle characteristics applicable to the OBD and vehicle safety inspection.
VIR	Vehicle Inspection Report

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Walk Through	A step-by-step review of a Specification, usability features or design before it is handed off to the technical team for development
Work Hours	Vendor personnel shall work normal business hours between 8:00 am and 5:00 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.
Work Plan	The overall plan of activities for the Project created in accordance with the Contract. The plan and delineation of tasks, activities and events to be performed and Deliverables to be produced under the Project as specified in Appendix C. The Work Plan shall include a detailed description of the Schedule, tasks/activities, Deliverables, critical events, task dependencies, and the resources that would lead and/or participate on each task.
Work Station or Workstation	The equipment, including hardware and software, that is provided to inspection stations for the purpose of conducting, recording, and reporting inspections under the NH I/M Program.
Written Deliverables	Non-Software written deliverable Documentation (letter, report, manual, book, other) provided by the Vendor either in paper or electronic format.

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INTRODUCTION

This Contract is by and between the State of New Hampshire, acting through New Hampshire Department of Safety, Division of Motor Vehicles ("State"), and Gordon-Darby NHOST Service, Inc. a New Hampshire Corporation, ("Contractor"), having its principal place of business at 10 Dunklee Road, Unit #22, Bow NH , for the provision of specialized hardware, software, secure data storage and reporting and inspection station an motorist support for the New Hampshire automated safety and emissions inspection (NH I/M) program.

Vendor will provide a computer-based System that will facilitate accurate vehicle safety and OBD testing at all NH licensed inspection stations, and consistent electronic reporting of inspection test results to a secure central Vehicle Inspection Database (VID) and that will be able to adapt to meet changing data reporting and management needs of the State. The System shall include a solution for printing/producing an inspection sticker on demand.

RECITALS

Whereas the State desires to have the Contractor provide a hosted (Software-as-a-Service), Commercial-off-the-shelf software system and associated Services for the State;

Whereas the Contractor wishes to provide the System and associated Services for the State.

The parties therefore agree as follows:

1. CONTRACT DOCUMENTS

1.1 CONTRACT DOCUMENTS

This Contract Agreement (DMV-2019-02) is comprised of the following documents:

- A. Part 1 - Form P-37 General Provision
- B. Part 2 - Information Technology Provisions
- C. Part 3 - Exhibits
 - Exhibit A- Contract Deliverables
 - Exhibit B- Price and Payment Schedule
 - Exhibit C- Special Provisions
 - Exhibit D- Administrative Services
 - Exhibit E- Implementation Services
 - Exhibit F- Testing Services
 - Exhibit G- Maintenance and Support Services
 - Exhibit H- Requirements

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Exhibit I- Work Plan
Exhibit J- Software Agreement
Exhibit K- Warranty and Warranty Services
Exhibit L- Training and Outreach Services
Exhibit M- Agency RFP with Addendums, by reference
Exhibit N- Vendor Proposal, by reference
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. State of New Hampshire, Department of Safety, Division of Motor Vehicles Contract Agreement DMV-2019-02, including Parts 1, 2, and 3.
- b. State of New Hampshire, Department of Safety, Division of Motor Vehicles RFP DMV-2019-02.
- c. Vendor Proposal Response to RFP 2019-02 dated October 19, 2018 (Technical and Cost)

2. CONTRACT 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 December 31, 2024. The Term may be extended for one additional two (2) year term , ("Extended Term") at the sole option of the State, subject to the parties prior written agreement on applicable fees for each extended term.

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

Time is of the essence in the performance of the Contractor's obligation under the contract.

3. COMPENSATION

3.1 CONTRACT PRICE

The Contract Price, Part 1, P37, block 1.8 price limitation, method of payment, and terms of payment are identified and more particularly described in section 5 of P-37 Agreement and Part 3 Contract Exhibit B: *Price and Payment Schedule*.

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3.2 NON-EXCLUSIVE CONTRACT

The State reserves the right, at its discretion, to retain other vendors to provide any of the Services or Deliverables identified under this procurement or make an award by item, part or portion of an item, group of items, or total Proposal. The Contractor shall not be responsible for any delay, act, or omission of such other vendors, except that the Contractor shall be responsible for any delay, act, or omission of the other vendors if such delay, act, or omission is caused by or due to the fault of the Contractor.

4. CONTRACT MANAGEMENT

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

4.1 THE CONTRACTOR'S CONTRACT MANAGER

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

Joel Unverzagt
Director of Operations
10 Dunklee Road
Unit #22
Bow, New Hampshire 03304

4.2 THE CONTRACTOR'S PROJECT MANAGER

4.2.1 Contract Project Manager

The Contractor shall assign a Project Manager who meets the requirements of the Contract. The Contractor's selection of the Contracted Vendor 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 Contractor's Project Manager's resume, qualifications, references, and background checks, and an interview. The State may require removal or reassignment of the Contractor'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 The Contractor's Project Manager must be qualified to perform the obligations required of the position under the Contract, shall have full authority to make

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binding decisions under the Contract, and shall function as the Contractor's representative for all administrative and management matters. The Contractor's Project Manager shall perform the duties required under the Contract, including, but not limited to, those set forth in Exhibit I, Section 2. The Contractor's Project Manager must 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. The Contractor's Project Manager must work diligently and use his/ her best efforts on the Project.

4.2.3 The Contractor shall not change its assignment of the Contractor's Project Manager without providing the State written justification and obtaining the prior written approval of the State. State approvals for replacement of the Contractor's Project Manager shall not be unreasonably withheld. The replacement Project Manager shall have comparable or greater skills than of the Contractor's Project Manager being replaced; meet the requirements of the Contract; and be subject to reference and background checks described above in General Provisions, Section 4.2.1: *Contract Project Manager*, and in Contract Agreement General Provisions, Section 4.6: *Reference and Background Checks*, below. The Contractor shall assign a replacement of the Contractor's Project Manager within ten (10) business days of the departure of the prior Contractor's Project Manager, and the Contractor shall continue during the ten (10) business day period to provide competent Project management Services through the assignment of a qualified interim Project Manager.

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

4.2.5 CONTRACTOR Project Manager is:
Bob Tefft
President
10 Dunklee Road
Unit #22
Bow, New Hampshire 03304
Tel: (502) 266-5797
Email: tefft.b@gordon-darby.com

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4.3 CONTRACTOR KEY PROJECT STAFF

- 4.3.1 The Contractor 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.2: *System Requirements and Deliverables-Vendor Response Checklist*. The State may conduct reference and background checks on the Contractor's Key Project Staff. The State reserves the right to require removal or reassignment of the Contractor's Key Project Staff who are found unacceptable to the State. Any background checks shall be performed in accordance with General Provisions Section 4.6: *Background Checks*.
- 4.3.2 The Contractor shall not change any of the Contractor's Key Project Staff commitments without providing the State written justification and obtaining the prior written approval of the State. State approvals for replacement of the Contractor's Key Project Staff will not be unreasonably withheld. The replacement of the Contractor's Key Project Staff shall have comparable or greater skills than of the Contractor's 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 in Contract Agreement- General Provisions, Section 4.6: *Reference and Background Checks*,
- 4.3.3 Notwithstanding any other provision of the Contract to the contrary, the State shall have the option to terminate the Contract, declare the Contractor in default and to pursue its remedies at law and in equity, if the Contractor fails to assign Key Project Staff meeting the requirements and terms of the Contract or if it is dissatisfied with the Contractor's replacement Project staff.
- 4.3.3.1 The Contractor Key Project Staff shall consist of the following individuals in the roles identified below:

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The Contractor's Key Project Staff:

Key Member(s)	Title
Joel Unverzagt	Project Implementation Manager
Steve Smith	Program Manager, NHOST Operations
Joshua McInturff	Senior Program Manager
Jess Yowell	Database Administrator
Rob Kennedy	Manufacturing Manager
Brandon White	Data Center Lead
Curt Martin	Call Center Manager

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:

Arthur Garlow
Department of Safety
Division of Motor Vehicles
23 Hazen Drive, Concord, NH 03305
Tel: (603) 227-4050
Email: arthur.garlow@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:

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Chris Ialuna
Registration Bureau Chief
Department of Safety
Division of Motor Vehicles
23 Hazen Drive, Concord, NH 03305
Tel: (603) 227-4050
Email: Christopher.ialuna@dos.nh.gov

4.6 REFERENCE AND BACKGROUND CHECKS

The Contractor shall conduct criminal background checks and not utilize any staff, including subcontractors, to fulfill the obligations of the contract who have been convicted of any crime of dishonesty, including but not limited to criminal fraud, or otherwise convicted of any felony or misdemeanor offense for which incarceration for up to 1 year is an authorized penalty. The Contractor shall promote and maintain an awareness of the importance of securing the State's information among the Contractor's employees and agents.

The State may, at its sole expense, conduct reference and background screening of the Contracted Vendor Project Manager and the Contractor Key Project Staff. The State shall maintain the confidentiality of background screening results in accordance with the Contract Agreement – General Provisions-Section 11: Use of State's Information, Confidentiality.

5. DELIVERABLES

5.1 CONTRACTOR RESPONSIBILITIES

The Contractor shall be solely responsible for meeting all requirements, and terms and conditions specified in this Contract, regardless of whether or not a subcontractor is used.

The Contractor may subcontract Services subject to the provisions of the Contract, including but not limited to, the terms and conditions in the Contract Agreement. The Contractor must submit all information and documentation relating to the Subcontractor, including terms and conditions consistent with this Contract. The State will consider the Contractor to be wholly responsible for the performance of the Contract and the sole point of contact with regard to all contractual matters, including payment of any and all charges resulting from the Contract.

5.2 DELIVERABLES AND SERVICES

The Contractor shall provide the State with the Deliverables and Services in accordance with the time frames in the Work Plan for this Contract, and as more particularly described in Contract Exhibit A: *Contract Deliverables*.

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5.3 NON-SOFTWARE AND WRITTEN DELIVERABLES REVIEW AND ACCEPTANCE

After receiving written Certification from the Contractor 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 the Contractor in writing of its Acceptance or rejection of the Deliverable within five (5) business days of the State's receipt of the Contractor's written Certification. If the State rejects the Deliverable, the State shall notify the Contractor of the nature and class of the Deficiency and the Contractor shall correct the Deficiency within the period identified in the Work Plan. If no period for the Contractor's correction of the Deliverable is identified, the Contractor 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 the Contractor of its Acceptance or rejection thereof, with the option to extend the Review Period up to five (5) additional business days. If the Contractor fails to correct the Deficiency within the allotted period of time, the State may, at its option, continue reviewing the Deliverable and require the Contractor to continue until the Deficiency is corrected, or immediately terminate the Contract, declare the Contractor in default, and pursue its remedies at law and in equity.

5.4 SOFTWARE REVIEW 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

The Contractor shall provide the State with access to the Software and Documentation set forth in the Contract, and particularly described in Exhibit J: *Software Agreement*.

7. SERVICES THE CONTRACTOR SHALL PROVIDE THE SERVICES REQUIRED UNDER THE CONTRACT DOCUMENTS. ALL SERVICES SHALL MEET, AND BE PERFORMED, IN ACCORDANCE WITH THE SPECIFICATIONS.

7.1 ADMINISTRATIVE SERVICES

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

7.2 IMPLEMENTATION SERVICES

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

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State causing the problem; its estimated duration period to reconciliation; specific actions that need to be taken to correct the problem; and the expected Schedule impact on the Project.

In the event additional time is required by the Contractor 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 the Contractor's failure to fulfill its obligations under the Contract. To the extent that the State's execution of its major tasks takes longer than described in the Work Plan, the Schedule shall automatically extend on a day-to-day basis.

Notwithstanding anything to the contrary, the State shall have the option to terminate the Contract for default, at its discretion, if it is dissatisfied with the Vendor's Work Plan or elements within the Work Plan.

9. CHANGE ORDERS

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

The Contractor 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 the Contractor's requested Change Order within five (5) business days. The State Agency, as well as the Department of Information Technology, 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 the Contractor to the State, and the State acceptance of the Contractor'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.

10. INTELLECTUAL PROPERTY

10.1 SOFTWARE TITLE

Title, right, and interest (including all ownership and intellectual property rights) in the Software, and its associated Documentation, shall remain with the Contractor.

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Upon successful completion and/or termination of the Implementation of the Project, the Contracted Vendor shall own and hold all, title, and rights in any Software modifications developed in connection with performance of obligations under the Contract, or modifications to the Contracted Vendor provided Software, and their associated Documentation including any and all performance enhancing operational plans and the Vendors' special utilities. the Contracted Vendor shall license back to the State the right to produce, publish, or otherwise use such software, source code, object code, modifications, reports, and Documentation developed under the Contract.

In no event shall the Vendor be precluded from developing for itself, or for others, materials that are competitive with, or similar to Custom Software, modifications developed in connection with performance of obligations under the Contract. In addition, the Vendor shall be free to use its general knowledge, skills, experience, and any other ideas, concepts, know-how, and techniques that are acquired or used in the course of its performance under this agreement.

10.2 STATE'S DATA AND PROPERTY

All rights, title and interest in State Data shall remain with the State. 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. the Contractor shall not access State user accounts or State data, except (1) in the course of data center operations, (2) in response to service or technical issues, (3) as required by the express terms of this contract or (4) at the State's written request.

10.3 CONTRACTOR'S MATERIALS

Subject to the provisions of this Contract, the Contractor may develop for itself, or for others, materials that are competitive with, or similar to, the Deliverables. In accordance with the provision of this Contract, the Contractor shall not distribute any products containing or disclose any State Confidential Information. The Contractor 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 the Contractor employees or third party consultants engaged by the Contractor.

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 Chapter 91-A, which includes but is not limited to the following: 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,

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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.

10.4 STATE WEBSITE COPYRIGHT

WWW Copyright and Intellectual Property Rights

All right, title and interest in the State WWW site <NH.GOV, etc.>, 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.

10.5 CUSTOM SOFTWARE SOURCE CODE

In the event that the State purchases software development services, which results in Custom Software, the Contractor shall provide the State with a copy of the source code for the Custom Software, which shall be subject to the License rights. The State shall receive a worldwide, perpetual, irrevocable, non-exclusive paid -up right and license to use, copy, modify and prepare derivative works of any custom developed software. This section does not apply to the Contractor's proprietary software code.

10.6 SURVIVAL

This Contract Agreement Section 10: *Intellectual Property* shall survive the termination of the Contract.

11 USE OF STATE'S INFORMATION, CONFIDENTIALITY

11.1 USE OF STATE'S INFORMATION

In performing its obligations under the Contract, the Contractor 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*). The Contractor 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 the Contractor's performance under the Contract.

11.2 STATE CONFIDENTIAL INFORMATION

The Contractor shall maintain the confidentiality of and protect from unauthorized use, disclosure, publication, and reproduction (collectively "release"), all State Confidential Information that becomes available to the Contractor in connection with its performance under the Contract, regardless of its form.

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Subject to applicable federal or State laws and regulations, Confidential Information shall not include information which: (i) shall have otherwise become publicly available other than as a result of disclosure by the receiving party in breach hereof; (ii) was disclosed to the receiving party on a non-confidential basis from a source other than the disclosing party, which the receiving party believes is not prohibited from disclosing such information as a result of an obligation in favor of the disclosing party; (iii) is developed by the receiving party independently of, or was known by the receiving party prior to, any disclosure of such information made by the disclosing party; or (iv) is disclosed with the written consent of the disclosing party. A receiving party also may disclose Confidential Information to the extent required by an order of a court of competent jurisdiction.

Any disclosure of the State Confidential Information shall require the prior written approval of the State. The Contractor shall immediately notify the State if any request, subpoena or other legal process is served upon the Contractor regarding the State Confidential Information, and the Contractor 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, the Contractor shall immediately notify the State, and the State may immediately be entitled to pursue any remedy at law and in equity, including, but not limited to, injunctive relief.

11.3 CONTRACTOR CONFIDENTIAL INFORMATION

Insofar as the Contractor seeks to maintain the confidentiality of its confidential or proprietary information, the Contractor must clearly identify in writing all information it claims to be confidential or proprietary. Notwithstanding the foregoing, the State acknowledges that the Contractor considers the Software and Documentation to be Confidential Information. The Contractor 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 the Contractor as confidential, the State shall notify the Contractor and specify the date the State will be releasing the requested information. At the request of the State, the Contractor shall cooperate and assist the State with the collection and review of the Contractor's information, at no additional expense to the State. Any effort to prohibit or enjoin the release of the information shall be the Contractor's sole responsibility and at the Contractor's sole expense. If the Contractor 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 the Contractor, without any liability to the Contractor.

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- b. Failure to submit any report required; and/or
- c. Failure to perform any other covenant, term or condition of the Contract

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

- a. Unless otherwise provided in the Contract, the State shall provide the Contractor written notice of default and require it to be remedied within, in the absence of a greater or lesser specification of time, within thirty (30) days from the date of notice, unless otherwise indicated within by the State ("Cure Period"). If the Contractor fails to cure the default within the Cure Period, the State may terminate the Contract effective two (2) days after giving the Contractor notice of termination, at its sole discretion, treat the Contract as breached and pursue its remedies at law or in equity or both.
- b. Give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under the Contract 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.
- c. Set off against any other obligations the State may owe to the Vendor any damages the State suffers by reason of any Event of Default;
- d. Treat the Contract as breached and pursue any of its remedies at law or in equity, or both.
- e. Procure Services that are the subject of the Contract from another source and the Contractor shall be liable for reimbursing the State for the replacement Services, and all administrative costs directly related to the replacement of the Contract and 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 limitations of liability set forth in the Contract.

13.1.2 The Vendor shall provide the State with written notice of default, and the State shall cure the default within thirty (30) days.

13.2 TERMINATION FOR CONVENIENCE

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13.2.1 The State may, at its sole discretion, terminate the Contract for convenience, in whole or in part, by thirty (30) days written notice to the Contractor. In the event of a termination for convenience, the State shall pay the Contractor 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.

13.2.2 During the thirty (30) day period, the Contractor 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.

13.3 TERMINATION FOR CONFLICT OF INTEREST

13.3.1 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.

In such case, the State shall be entitled to a pro-rated refund of any current development, support, and maintenance costs. The State shall pay all other contracted payments that would have become due and payable if the Contractor did not know, or reasonably did not know, of the conflict of interest.

13.3.2 In the event the Contract is terminated as provided above pursuant to a violation by the Contractor, the State shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of a default of the Contract by the Contractor.

13.4 TERMINATION PROCEDURE

13.4.1 Upon termination of the Contract, the State, in addition to any other rights provided in the Contract, may require the Contractor to deliver to the State any property, including without limitation, Software and Written Deliverables, for such part of the Contract as has been terminated.

13.4.2 After receipt of a notice of termination, and except as otherwise directed by the State, the Contractor shall:

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- a. The State shall be entitled to any post-termination assistance generally made available with respect to the services, unless a unique data retrieval arrangement has been established as part of the SLA.
- b. Stop work under the Contract on the date, and to the extent specified, in the notice;
- c. 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;
- d. 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 the Contractor and in which the State has an interest;
- e. During any period of service suspension, the Contractor shall not take any action to intentionally erase any State data.
 1. In the event of termination of any services or agreement in entirety, the Contractor shall not take any action to intentionally erase any State data for a period of:
 - 10 days after the effective date of termination, if the termination is in accordance with the contract period
 - 30 days after the effective date of termination, if the termination is for convenience
 - 60 days after the effective date of termination, if the termination is for cause
 2. After such period, the Contractor shall have no obligation to maintain or provide any State data and shall thereafter, unless legally prohibited, delete all State data in its systems or otherwise in its possession or under its control.
- f. 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
- g. The Contractor shall implement an orderly return of State data in a CSV or another mutually agreeable format at a time agreed to by the parties and the subsequent secure disposal of State data;
- h. The Contractor shall securely dispose of all requested data in all of its forms, such as disk, CD/ DVD, backup tape and paper, when requested by the State. Data shall be permanently deleted and shall not be recoverable, according to National Institute of

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Standards and Technology (NIST)-approved methods. Certificates of destruction shall be provided to the State.

- i. Provide written Certification to the State that the Contractor has surrendered to the State all said property.

14 CHANGE OF OWNERSHIP

In the event that the Contractor should change ownership for any reason whatsoever, the State shall have the option of continuing under the Contract with the Contractor, its successors or assigns for the full remaining term of the Contract; continuing under the Contract with the Contractor, its successors or assigns for such period of time as determined necessary by the State; or immediately terminate the Contract without liability to the Contractor, its successors or assigns.

15 ASSIGNMENT, DELEGATION AND SUBCONTRACTS

15.1 The Contractor 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. 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.

15.2 The Contractor 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 the Contractor of any of its obligations under the Contract nor affect any remedies available to the State against the Contractor that may arise from any event of default of the provisions of the contract. The State shall consider the Contractor to be the sole point of contact with regard to all contractual matters, including payment of any and all charges resulting from the Contract.

15.3 Notwithstanding the foregoing, nothing herein shall prohibit the Contractor from assigning the Contract to the successor of all or substantially all of the assets or business of the Contractor provided that the successor fully assumes in writing all obligations and responsibilities under the Contract. In the event that the Contractor should change ownership, as permitted under Section 15: *Change of Ownership*, the State shall have the option to continue under the Contract with the Contractor, its successors or assigns for the full remaining term of the Contract; continue under the Contract with the Contractor, its successors or assigns for such period of time as determined necessary by the State; or immediately terminating the Contract without liability to the Contractor, its successors or assigns.

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16 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	Gordon-Darby, NHOST Services, Inc.	STATE	CUMULATIVE ALLOTTED TIME
Primary	Joshua McInturff - Assistant Project Manager; Senior Program Manager; Steve Smith, In-State Program Manager	Christopher Jaluna State Project Manager (PM)	5 Business Days
First	Joel Unverzagt Director of Operations	Elizabeth Bielecki Director, Division of Motor Vehicles	10 Business Days
Second	Bob Tefft, President	John 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. Subsequent allotted time is days from the date that the original Invoking Party's notice is received by the other party.

17 SAAS GENERAL TERMS AND CONDITIONS

17.1 COMPUTER USE

Intentionally omitted. Contractor does not require access to State computers

17.2 EMAIL USE

Intentionally omitted. Contractor does not require access to State email accounts.

17.3 INTERNET/INTRANET USE

Intentionally omitted. Contractor does not require Internet/Intranet use.

17.4 REGULATORY GOVERNMENT APPROVALS

The Contractor shall obtain all necessary and applicable regulatory or other governmental approvals necessary to perform its obligations under the Contract.

17.5 INSURANCE CERTIFICATE

The 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.

17.6 EXHIBITS

The Exhibits referred to, in and attached to the Contract are incorporated by reference as if fully included in the text.

17.7 VENUE AND JURISDICTION

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

17.8 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 the Exhibit E Section 3: Records Retention and Access Requirements, Exhibit E Section 4: Accounting Requirements, and General Provisions-Section 11: Use of State's Information, Confidentiality and General Provisions- Section 14: Termination which shall all survive the termination of the Contract.

17.9 FORCE MAJEURE

Neither the Contractor 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.

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Except in the event of the foregoing, Force Majeure events shall not include the Contractor's inability to hire or provide personnel needed for the Contractor's performance under the Contract.

17.10 NOTICES

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 following addresses.

TO THE CONTRACTOR	TO STATE
Gordon-Darby NHOST Services, Inc. 10 Dunklee Road Unit #22 Bow, New Hampshire 03304 TEL: (502) 266-5797 Email: tefft.b@gordon-darby.com	Division of Motor Vehicles 23 Hazen Drive Concord, NH 03305 TEL: 603-227-4050

17.11 DATA PROTECTION

Protection of personal privacy and data shall be an integral part of the business activities of the Contractor to ensure there is no inappropriate or unauthorized use of State information at any time. To this end, the Contractor shall safeguard the confidentiality, integrity and availability of State information and comply with the following conditions:

- a. The Contractor shall implement and maintain appropriate administrative, technical and organizational security measures to safeguard against unauthorized access, disclosure or theft of personal data and non-public data. Such security measures shall be in accordance with recognized industry practice and not less stringent than the measures the Contractor applies to its own personal data and non-public data of similar kind.
- b. All data obtained by the Contractor in the performance of this contract shall become and all personal data shall be encrypted at rest and in transit with controlled access. Unless otherwise stipulated, the Contractor is responsible for encryption of the personal data.
- d. Unless otherwise stipulated, the Contractor shall encrypt all non-public data at rest and in transit. The State shall identify data it deems as non-public data to the Contractor. The level of protection and encryption for all non-public data shall be identified and made a part of this contract.
- e. At no time shall any data or processes — that either belong to or are intended for the use of the State or its officers, agents or employees — be copied, disclosed or retained by the the Contractor or any party related to the Contractor for subsequent use in any transaction that does not include the State.
- f. The Contractor shall not use any information collected in connection with the service issued from this proposal for any purpose other than fulfilling the service.

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17.12. DATA LOCATION

The Contractor shall provide its services to the State and its end users solely from data centers in the U.S. Such data centers shall be geographically distant (i.e. not located in the same city/town and separated by a distance of at least 100 miles) to prevent localized events from negatively impacting operations. Storage of State data at rest shall be located solely in data centers in the U.S. the Contractor shall not allow its personnel or contractors to store State data on portable devices, including personal computers, except for devices that are used and kept only at its U.S. data centers. the Contractor shall permit its personnel and contractors to access State data remotely only as required to provide technical support. the Contractor may provide technical user support on a 24/7 basis using a Follow the Sun model, unless otherwise prohibited in this contract.

17.13. SECURITY INCIDENT OR DATA BREACH NOTIFICATION

The Contractor shall inform the State of any security incident or data breach in accordance with NH RSA Chapter 359-C:20 Notification of Security Breach Required.

a. Incident Response: the Contractor may need to communicate with outside parties regarding a security incident, which may include contacting law enforcement, fielding media inquiries and seeking external expertise as mutually agreed upon, defined by law or contained in the contract. Discussing security incidents with the State should be handled on an urgent as-needed basis, as part of the Contractor communication and mitigation processes as mutually agreed upon, defined by law or contained in the contract.

b. Security Incident Reporting Requirements: the Contractor shall report a security incident to the appropriate State identified contact immediately as defined in the SLA.

c. Breach Reporting Requirements: If the Contractor has actual knowledge of a confirmed data breach that affects the security of any State content that is subject to applicable data breach notification law, the Contractor shall (1) promptly notify the appropriate State identified contact within 24 hours or sooner, unless shorter time is required by applicable law, and (2) take commercially reasonable measures to address the data breach in a timely manner.

17.14. BREACH RESPONSIBILITIES

This section only applies when a data breach occurs with respect to personal data within the possession or control of the Contractor.

a. The Contractor, unless stipulated otherwise, shall immediately notify the appropriate State identified contact by telephone in accordance with the agreed upon security plan or security procedures if it reasonably believes there has been a security incident.

b. The Contractor, unless stipulated otherwise, shall promptly notify the appropriate State identified contact within 24 hours or sooner by telephone, unless shorter time is required by applicable law, if it confirms that there is, or reasonably believes that there has been a data breach. the Contractor shall (1) cooperate with the State as reasonably requested by the State to investigate and resolve the data breach, (2) promptly implement necessary remedial measures, if necessary, and (3) document responsive actions taken related to the

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data breach, including any post-incident review of events and actions taken to make changes in business practices in providing the services, if necessary.

c. Unless otherwise stipulated, if a data breach is a direct result of the Contractor's breach of its contract obligation to encrypt personal data or otherwise prevent its release, the Contractor shall bear the costs associated with:

- (1) the investigation and resolution of the data breach;
- (2) notifications to individuals, regulators or others required by State law;
- (3) a credit monitoring service required by State (or federal) law;
- (4) a website or a toll-free number and call center for affected individuals required by State law — all not to exceed the average per record per person cost calculated for data breaches in the United States (currently \$201 per record/person) in the most recent Cost of Data Breach Study: Global Analysis published by the Ponemon Institute¹⁷ at the time of the data breach; and
- (5) complete all corrective actions as reasonably determined by the Contractor based on root cause; all [(1) through (5)] subject to this Contract's limitation of liability.

17.15. NOTIFICATION OF LEGAL REQUESTS

The Contractor shall contact the State upon receipt of any electronic discovery, litigation holds, discovery searches and expert testimonics related to the State's data under this contract, or which in any way might reasonably require access to the data of the State. the Contractor shall not respond to subpoenas, service of process and other legal requests related to the State without first notifying the State, unless prohibited by law from providing such notice.

17.16. ACCESS TO SECURITY LOGS AND REPORTS

The Contractor shall provide reports to the State in a format as agreed to by both the Contractor and the State. Reports shall include latency statistics, user access, user access IP address, user access history and security logs for all State files related to this contract.

17.17. CONTRACT AUDIT

The Contractor shall allow the State to audit conformance to the contract terms. The State may perform this audit or contract with a third party at its discretion and at the State's expense.

17.18. DATA CENTER AUDIT

The Contractor shall perform an independent audit of its data centers at least annually at its expense, and provide a redacted version of the audit report upon request. the Contractor may remove its proprietary information from the redacted version.

17.19. ADVANCE NOTICE

The Contractor shall give advance notice (to be determined at the contract time and included in the SLA) to the State of any upgrades (e.g., major upgrades, minor upgrades, system changes) that may impact service availability and performance. A major upgrade is a replacement of hardware, software or firmware with a newer or better version in order to bring the system up to date or to improve its characteristics. It usually includes a new version number.

17.20. SECURITY

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The Contractor shall disclose its non-proprietary security processes and technical limitations to the State such that adequate protection and flexibility can be attained between the State and the Contractor. For example: virus checking and port sniffing — the State and the Contractor shall understand each other's roles and responsibilities.

17.21. NON-DISCLOSURE AND SEPARATION OF DUTIES

The Contractor shall enforce separation of job duties, require commercially reasonable non-disclosure agreements, and limit staff knowledge of State data to that which is absolutely necessary to perform job duties.

17.22. IMPORT AND EXPORT OF DATA

The State shall have the ability to import or export data in piecemeal or in entirety at its discretion without interference from the Contractor. This includes the ability for the State to import or export data to/from other service providers.

17.23. RESPONSIBILITIES AND UPTIME GUARANTEE

The Contractor shall be responsible for the acquisition and operation of all hardware, software and network support related to the services being provided. The technical and professional activities required for establishing, managing and maintaining the environments are the responsibilities of the Contractor. The system shall be available 24/7/365 (with agreed-upon maintenance downtime), and provide service to customers as defined in the SLA.

17.24. RIGHT TO REMOVE INDIVIDUALS

The State shall have the right at any time to require that the Contractor remove from interaction with State any the Contractor representative who the State believes is detrimental to its working relationship with the Contractor. The State shall provide the Contractor with notice of its determination, and the reasons it requests the removal. If the State signifies that a potential security violation exists with respect to the request, the Contractor shall immediately remove such individual. the Contractor shall not assign the person to any aspect of the contract or future work orders without the State's consent.

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a. Problem Statement The State's current Motor Vehicle Inspection Management system contract ends on June 30, 2019. A new Motor Vehicle Inspection Management system, including data converted from the existing system, needs to be implemented and operational by January 1, 2020.

b. Goals - Implementation of a hosted Motor Vehicle Inspection Management solution and conversion of the data from the State's existing system.

c. Project Overview

The general scope of the project is to provide a computer-based System that will facilitate accurate vehicle safety and OBD testing at all NH licensed inspection stations, and consistent electronic reporting of inspection test results to a secure central Vehicle Inspection Database (VID) and that will be able to adapt to meet changing data reporting and management needs of the State. The System shall include a solution for printing/producing an inspection sticker on demand.

d. Statement of Work

Reference Gordon-Darby, NHOST Services, Inc. Proposal to Department of Safety, Division of Motor Vehicles RFP 2019-02 STATE MOTOR VEHICLE INSPECTION MANAGEMENT SYSTEM dated 10/19/2018, Topic 28: Work Plan

c. General Project Assumptions

1. The Contractor will provide project tracking tools and templates to record and manage Issues, Risks, Change Requests, Requirements, Decision Sheets, and other documents used in the management and tracking of the project. The State of New Hampshire and the Contractor's Project Managers will review these tools and templates and determine which ones will be used for the project. Training on these tools and templates will be conducted at the start of each phase in which they will be used.
2. Prior to the commencement of work on Non-Software and Written Deliverables, the Contractor shall provide to the State a template, table of contents, or agenda for Review and prior approval by the State.
3. The Contractor shall ensure that appropriate levels of security are implemented and maintained in order to protect the integrity and reliability of the State's Information Technology resources, information, and services. Security requirements are defined in Appendix C-2 of the Request for Proposal. The Contractor shall provide the State resources, information, and Services on an ongoing basis, with the appropriate infrastructure and security controls to ensure business continuity and to safeguard the confidentiality and integrity of State networks, Systems and Data.

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4. The Deliverables are set forth in the Schedule described below in Section 2. By unconditionally accepting a Deliverable, the State reserves the right to reject any and all Deliverables in the event the State detects any Deficiency in the System, in whole or in part, through completion of all Acceptance Testing, including but not limited to, Software/System Acceptance Testing, and any extensions thereof.
5. Costs for equipment, labor and services to maintain Internet connectivity from within Gordon-Darby facilities are Gordon-Darby's responsibility.
6. Gordon-Darby is not responsible for network connection issues, problems or conditions arising from or related to circumstances outside the control of Gordon-Darby such as bandwidth issues outside of Gordon-Darby's network, excessive latency, network outages, and/or any other conditions arising on the network between the NHOST inspection units and the VID or, more generally, outside of Gordon-Darby's firewall or for any issues that are the responsibility, of an inspection station's Internet Service Provider or telephone service provider.
7. The final design of the stickers on demand must be finalized and approved by the State prior to the implementation date. Any materials required for sticker on demand production (backers, special paper) is the responsibility of the participating inspection stations.

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

DELIVERABLES, MILESTONES, AND ACTIVITIES SCHEDULE

	Activity, Deliverable, or Milestone	Deliverable Type	Projected Delivery Date
PLANNING AND PROJECT MANAGEMENT:			
1	Conduct Project Kickoff Meeting	Non-Software	7/10/2019
2	Project Status Reports	Written	Starting 7/22/2019 through 1/1/2020 weekly
3	Work Plan	Written	7/11/2019
4	Infrastructure Plan, including Desktop and Network Configuration Requirements	Written	7/31/2019
5	Security Plan	Written	9/4/2019

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6	Communications and Change Management Plan	Written	7/17/2019
7	Requirements Traceability Matrix	Written	7/24/2019
8	Software Configuration Plan	Written	8/7/2019
9	Systems Interface Plan and Design/Capability	Written	8/14/2019
10	Testing Plan	Written	8/28/2019
11	Data Conversion Plan and Design	Written	8/21/2019
12	Deployment Plan	Written	9/11/2019
13	Comprehensive Training Plan and Curriculum	Written	7/24/2019
14	End User Support Plan	Written	7/31/2019
15	Business Continuity Plan	Written	8/14/2019
16	Documentation of Operational Procedures	Written	8/21/2019
17	Implement Contracts with participating Inspection Stations	Written	7/11/2019
INSTALLATION			
18	Provide Fully Tested Data Conversion Software	Software	9/23/2019
19	Provide Software Installed, Configured, and Operational to Satisfy State Requirements	Software	12/30/2019 ⁽¹⁾
TESTING.⁽²⁾			
20	Conduct Integration Testing	Non-Software	8/30/2019
21	Conduct User Acceptance Testing	Non-Software	9/4/2019
22	Perform Production Tests	Non-Software	9/13/2019
23	Test In-Bound and Out-Bound Interfaces	Software	9/19/2019
24	Conduct System Performance (Load/Stress) Testing	Non-Software	9/18/2019
25	Certification of 3 rd Party Pen Testing and Application Vulnerability Scanning.	Non-Software	9/18/2019

⁽¹⁾ End date of soft-deployment schedule.

⁽²⁾ Due to constraints of the RFP table, the dates in this section are for completed testing of elements related directly to NHSTAT Inspection Software. Administrative and Reporting applications will have different dates, as shown in our Implementation Approach in Topic 20 and Work Plan in Topic 28 within Section IV, Narrative Responses, of our proposal.

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CONTRACT DELIVERABLES

SYSTEM DEPLOYMENT			
26	Converted Data Loaded into Production Environment	Software	9/23/2019
28	Conduct Training	Non-Software	10/7/2019 ^[3]
29	Cutover to New Software	Non-Software	12/30/2019 ^[4]
30	Implement workstations at participating Inspection Stations	Non-Software	9/25/2019 through 12/11/2019
31	Provide Documentation	Written	9/11/2019
32	Execute Security Plan	Non-Software	9/4/2019
OPERATIONS			
33	Ongoing Hosting Support	Non-Software	1/1/2020
34	Ongoing Support & Maintenance	Software	1/1/2020
35	Conduct Project Exit Meeting	Non-Software	1/1/2020

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^[3] Date Computer Based Training (CBT) system will be live and active for inspectors.

^[4] This is the date for the end of soft-deployment, scheduled to begin 9/25/2019.



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PRICE AND PAYMENT SCHEDULE**

1. PAYMENT SCHEDULE

1.1 Fee Schedule

All Contract payments will be made by the individual NHOST Inspection Stations, and the State will not be responsible for the payment of any fees to the Contractor under the Contract (please see Section 2). The Contractor shall be responsible for performing its obligations in accordance with the Contract. This Contract will allow the Contractor to invoice the participating Inspection Stations for the following activities at fixed pricing/rates appearing in the price and payment tables below during the term of the Contract and any extensions thereof.

The pricing below is for inspections taking place after the Effective Date of this Contract.

An integrated sticker form cost of \$.44 may be charged for all sticker issuance/consumption that does not incur a chargeable inspection fee.

Table 1.1a: Costs by Contract Term								
5 YEAR + Option for 2 YEAR EXT	Initial Cost	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7
Cost Per Test		\$3.28	\$3.28	\$3.28	\$3.28	\$3.28	\$3.28	\$3.28
Monthly Minimum Fee		\$39.36	\$39.36	\$39.36	\$39.36	\$39.36	\$39.36	\$39.36
Monthly Minimum Test Volume		12	12	12	12	12	12	12
Estimated Number of Stations Paying Monthly Minimum		429	429	429	429	429	429	429
* Additional Cost Per Test for:								
Covert Audit Base -Trigger analysis		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Covert Audit Base +100 cars/year		\$0.17	\$0.17	\$0.17	\$0.17	\$0.17	\$0.17	\$0.17
Covert Audit Base +200 cars/year		\$0.27	\$0.27	\$0.27	\$0.27	\$0.27	\$0.27	\$0.27
Medium Duty (<14,000#)		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

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Voluntary Emissions Recall Notification		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
ASE certified tech support for mechanics		\$0.02	\$0.02	\$0.02	\$0.02	\$0.02	\$0.02	\$0.02

*Note – Each of these options must be activated in writing by the State.

	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7
5 Year + 2 Year Opt							
No-cost development hours	2500	2500	2500	2500	2500	2500	2500

Note - Gordon Darby shall provide upto 2,500 hours of system development/changes annually free of charge as requested by the State. Development hours in excess of the 2,500 free hours will be billed at a rate of \$110/hour. See table 1.2

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Table 1.1c: Mandatory Optional Equipment Pricing: (Notes 1 and 2)								
	Initial Cost	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7
Wireless Test Unit								
OBD Smart Scan Tool (SST)	\$0.00							
Wireless Barcode Reader								
Premium: Honeywell 1902gsr-2usb-5 cordless barcode scanner and base	\$800.64							
Economy: Teemi TMSL-55CR [or equivalent] cordless barcode scanner and base	\$175.15							
Portable, hand-held devices/tablet								
Arbor G10W Tablet, Dock, and OBDLink LX Scan Tool	\$1,540.00							

Notes to Table 1.1c

1. These are one-time up-front charges per item.
2. The pricing shown in the table is fully loaded, including Shipping and Handling. Equipment components can be ordered directly from the NHOST Test System (Workstation).

Table 1.1d								
Consumables:**								
	Initial Cost	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7
Replacement Cables								
6 Qty. 15' Black USB cable M/M (Need for SX) (Notes 1 and 2)	\$31.94	\$31.94	\$31.94	\$31.94	\$31.94	\$31.94	\$31.94	\$31.94

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1 Qty. 25" Orange DLC/OBD Cable [use with SST & SX] (Notes 1 and 2)	\$32.89	\$32.89	\$32.89	\$32.89	\$32.89	\$32.89	\$32.89	\$32.89
1 Qty. Premium Barcode Scanner Cable, Black, 8 FT (Notes 1 and 2)	\$23.85	\$23.85	\$23.85	\$23.85	\$23.85	\$23.85	\$23.85	\$23.85
1 Qty. Economy Barcode Scanner Cable, Black, 6.5 FT (Notes 1 and 2)	\$19.04	\$19.04	\$19.04	\$19.04	\$19.04	\$19.04	\$19.04	\$19.04
Printer Toner (specify quantity)								
1 Qty. Brother Genuine TN760 Toner Cartridge (2500-3000 prints per cartridge) (Note 3)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Printer Paper (specify quantity)								
One (1) sheet per SOD integrated form sticker (Note 4)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Other** (specify quantity)								

Notes to Table 1.1d

1. The consumables pricing listed in the table is exclusive of the RFP Attachment A Business Requirements Section B-12 items that are to be priced separately. These are per item prices. We have reflected them in all years because the station may choose to purchase one or more of these in any year of the contract.
2. The pricing in the table includes Shipping and Handling. Consumables can be ordered directly from the NHOST System.
3. Printer toner will be provided at no cost to the stations for up to two (2) cartridges per NHOST unit per year. Starting with the third cartridge, if needed, this will be a chargeable item that can be ordered directly from the NHOST System.
4. One (1) sheet of printer paper per each Stickers on Demand (SOD) integrated form sticker will be provided at no cost to the stations. At the time of initial test system delivery, we also will provide a ream of paper (500 sheets).

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1.2 Future Vendor Rates Worksheet

The State may request additional Services from the selected Vendor and requires rates in the event that additional Service is required. The following format must be used to provide this information. "SFY" refers to State Fiscal Year. The New Hampshire State Fiscal Year runs from July 1 through June 30 of the following calendar year. Positions not identified in the Proposed Position Worksheet may be included in the Future Vendor Rates Worksheet.

Table 1.2: Future Vendor Rates Worksheet

Position Title	SFY 2020	SFY 2021	SFY 2022	SFY 2023	SFY 2025	SFY 2026	SFY 2027
President	\$110	\$110	\$110	\$110	\$110	\$110	\$110
Director of Operations	\$110	\$110	\$110	\$110	\$110	\$110	\$110
Software Development Manager	\$110	\$110	\$110	\$110	\$110	\$110	\$110
Manufacturing Manager	\$110	\$110	\$110	\$110	\$110	\$110	\$110
Lead Developer	\$110	\$110	\$110	\$110	\$110	\$110	\$110

1.3 SAAS Services Pricing Worksheet

Not applicable to this contract

2. CONTRACT PRICE

All Contract payments will be made by the individual NHOST Inspection Stations, and the State will not be responsible for the payment of any fees to the Contractor under the Contract. 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.

Vendor may propose additional accessories, deletions from offered accessories, and adjustments in price for current accessories from time to time. Such additional accessories and adjustments shall be subject to DMV Approval

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3. INVOICING

The Contractor shall submit correct invoices to the Participating Inspection Stations for all amounts to be paid by the Participating Inspection Stations as per the terms of the Station Agreement executed between the Contractor and the participating Inspection Stations.

4. OVERPAYMENTS TO THE CONTRACTOR

Not applicable to this contract

5. CREDITS

Not applicable to this contract

6. PROJECT HOLDBACK

Not applicable to this contract

7. CONTRACT SECURITY/PERFORMANCE BOND

The vendor shall furnish the State with a \$1 Million Dollar Performance Bond within ten (10) business days of receipt of notice to intent to award a Contract. The vendor 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 the vendor in full force and effect until successful completion of the Contract. 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.

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.

The Performance Bond shall secure the performance of the Vendor, 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 the Vendor's default in performance or liability caused by the Vendor. The Performance Bond shall become payable to the State for any outstanding damage assessments made by the State against the Vendor if there is a termination for default. An amount up to the full amounts of the Performance Bond may also be applied to the Vendor's 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 the Vendor's default. In addition to this stated liability, the State may seek other remedies.

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The State reserves the right to review the Performance Bond and to require the Vendor to substitute a more acceptable Performance Bond in such forms as the State deems necessary prior to Acceptance of the Performance Bond.

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PART 3-EXHIBIT C
SPECIAL PROVISIONS

Use the special provision section to show appropriate changes to the terms outlined in the General Provisions.

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Exhibit C – Special Provisions – Part 3
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PART 3-EXHIBIT D
ADMINISTRATIVE SERVICES**

1. TRAVEL EXPENSES

The Contractor must assume all reasonable travel and related expenses. All labor rates will be "fully loaded", including, but not limited to: meals, hotel/housing, airfare, car rentals, car mileage, and out of pocket expenses.

2. SHIPPING AND DELIVERY FEE EXEMPTION

The State will not pay for any shipping or delivery fees unless specifically itemized in the Contract.

3. ACCESS/COOPERATION

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

4. STATE-OWNED DOCUMENTS AND COPYRIGHT PRIVILEGES

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

5. RECORDS RETENTION AND ACCESS REQUIREMENTS

The Contractor 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*.

The Contractor 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. The Contractor and its Subcontractors shall retain all such records for three (3) 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

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ADMINISTRATIVE SERVICES**

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 three (3) 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. The Contractor 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 the Contractor'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.

6. ACCOUNTING REQUIREMENTS

The Contractor 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 and the Contractor shall maintain records pertaining to the Services and all other costs and expenditures.

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PART 3 - EXHIBIT E
IMPLEMENTATION SERVICES**

1. PROJECT MANAGEMENT

The State believes that effective communication and reporting are essential to Project success.

The Contractor Key Project Staff shall participate in meetings as requested by the State, in accordance with the requirements and terms of this Contract.

- a. **Introductory Meeting:** Participants will include the Contractor's Key Project Staff and State Project leaders from both Department of Justice and the Department of Information Technology. This meeting will enable leaders to become acquainted and establish any preliminary Project procedures.
- b. **Kickoff Meeting:** Participants will include the State and the Contractor's Project Team and major stakeholders. This meeting is to establish a sound foundation for activities that will follow.
- c. **Status Meetings:** Participants will include, at the minimum, the Contractor's Project Manager and the State Project Manager. These meetings will be conducted at least bi-weekly and address overall Project status and any additional topics needed to remain on schedule and within budget. A status and error report from the Contractor shall serve as the basis for discussion.
- d. **The Work Plan:** must be reviewed at each Status Meeting and updated, at minimum, on a bi-weekly basis, in accordance with the Contract.
- e. **Special Meetings:** Need may arise for a special meeting with State leaders or Project stakeholders to address specific issues.
- f. **Exit Meeting:** Participants will include Project leaders from the Contractor and the State. Discussion will focus on lessons learned from the Project and on follow up options that the State may wish to consider.

The State expects the Contractor to prepare agendas and background for and minutes of meetings. Background for each status meeting must include an updated Work Plan. Drafting of formal presentations, such as a presentation for the kickoff meeting, will also be the Contractor's responsibility.

The Contractor's Project Manager or the Contractor's Key Project Staff shall submit monthly status reports in accordance with the Schedule and terms of this Contract. All status reports shall be prepared in formats approved by the State. The Contractor's Project Manager shall assist the State's Project Manager, or itself produce reports related to Project Management as reasonably requested by the State, all at no additional cost to the State. The Contractor shall produce Project status reports, which shall contain, at a minimum, the following:

1. Project status related to the Work Plan;
2. Deliverable status;
3. Accomplishments during weeks being reported;
4. Planned activities for the upcoming two (2) week period;
5. Future activities; and

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IMPLEMENTATION SERVICES**

6. Issues and concerns requiring resolution.
7. Report and remedies in case of falling behind Schedule

As reasonably requested by the State, the Contractor shall provide the State with information or reports regarding the Project. The Contractor shall prepare special reports and presentations relating to Project Management, and shall assist the State in preparing reports and presentations, as reasonably requested by the State, all at no additional cost to the State.

2. IMPLEMENTATION STRATEGY

2.1 Key Components

The Contractor shall employ an industry-standard Implementation strategy with a timeline set forth in accordance with the Work Plan;

The Contractor and the State shall adopt a change management approach to identify and plan key strategies and communication initiatives.

The Contractor's team will provide training templates as defined in the Training Plan, which will be customized to address the State's specific requirements. Decisions regarding format, content, style, and presentation shall be made early on in the process, by the State, providing sufficient time for development of material as functionality is defined and configured.

The Contractor shall manage Project execution and provide the 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.

2.2 Timeline

The timeline is set forth in the Work Plan. During the initial planning period Project task and resource plans will be established for: the preliminary training plan, the change management plan, communication approaches, Project standards and procedures finalized, and team training initiated. Timing will be structured to recognize interdependencies between applications and structure a cost effective and timely execution. Processes will be documented, training established, and the application will be ready for Implementation in accordance with the Work Plan.

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IMPLEMENTATION SERVICES**

2.3 Change Management and Training

The Contractor'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.

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PART 3 - EXHIBIT F
TESTING SERVICES**

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

1. TESTING AND ACCEPTANCE

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

The Test Plan methodology shall reflect the needs of the Project and be included in the finalized Work Plan. A separate Test Plan and set of test materials will be prepared for each Software function or module.

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)). This shall include planning, test scenario and script development, Data and System preparation for testing, and execution of Unit Tests, System Integration Tests, Conversion Tests, Installation tests, Regression tests, Performance Tuning and Stress tests, Security Review and tests, and support of the State during User Acceptance Test and Implementation.

In addition, the Contractor 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. The Contractor shall also correct Deficiencies and support required re-testing.

1.1 Test Planning and Preparation

The Contractor shall provide the State with an overall Test Plan that will guide all testing. The Contractor 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 the Contractor's Project Manager's Certification, in writing, that the Contractor's own staff has successfully executed all prerequisite Contractor's 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 the Contractor that the State's personnel have been trained and the System is installed, configured, complete, and ready for State testing. The testing will be conducted by the State in an environment

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TESTING SERVICES**

independent from the Contractor's development environment. The Contractor must assist the State with testing in accordance with the Test Plan and the Work 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.

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

1.2 System Integration Testing (if applicable)

The new System is tested in integration with other application systems (legacy and service providers) in a production-like environment. System Integration Testing validates the integration between the individual unit application modules 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 Contractor 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 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.
Contractor 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 the Contractor to develop the Systems Integration Test Specifications. • Work jointly with the Contractor to develop and load the data profiles to support the test Specifications. • Work jointly with the Contractor to validate components of the test scripts, modifications, fixes and other System interactions with the Contractor 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.

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1.3 Conversion Validation Testing (If applicable)

In Conversion Validation Testing, target application functions are validated.

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.
Contractor/Team Responsibilities:	For conversions and interfaces, the Contractor's 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:	Validate extracted legacy data after conversion, as necessary
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.

1.4 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.

1.5 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 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.

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

Upon successful conclusion of UAT and successful System deployment, the State will issue a letter of UAT Acceptance and the respective Warranty Period shall commence

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Activity Description	The System User Acceptance Tests verify System functionality against predefined Acceptance criteria that support the successful execution of approved processes.
Contractor 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. • Conduct User Acceptance Test activities. • Document and summarize Acceptance Test results. • Work jointly with the Contractor 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.

1.6 Performance Tuning and Stress Testing

The Contractor shall develop and document hardware and Software configuration and tuning of infrastructure 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

1.7 Scope

The scope of Performance Testing shall be to 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.

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.

1.7.1 Test Types

Performance testing shall use two different types of testing 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

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script is run to establish a baseline for transaction response time, throughput and other user-based metrics.

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

1.7.2 Tuning

Tuning will be the Contractor led and 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.

1.8 Regression Testing

As a result, of the user testing activities, problems will be identified that require correction. The State will notify the Contractor of the nature of the testing failures in writing. The Contractor 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.

In designing and conducting such regression testing, the Contractor 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, the Contractor 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.

1.9 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 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 shall include penetration tests and application vulnerability scanning.

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

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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.

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 shall include 3rd party penetration tests and application vulnerability scanning.

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

1.9 Penetration Testing (Non-PCI Environment)

The Contractor shall provide certification that their Software and System environment has undergone penetration testing in accordance with current recommendations from a recognized industry standards organization, such as the U.S. Department of Commerce National Institute of Standards Technology (NIST). The State requires that the Contractor has this testing performed annually by a qualified third-party vendor at least annually.

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MAINTENANCE AND SUPPORT SERVICES**

1. SYSTEM MAINTENANCE

The Contractor shall maintain and support the System in all material respects as described in the applicable program Documentation through the contract end date.

1.1. Contractor's Responsibility

The Contractor shall maintain the System in accordance with the Contract.

1.1.1. Maintenance Releases

The Contractor shall make available to the State the latest program updates, general maintenance releases, selected functionality releases, patches, and Documentation that are generally offered to its customers, at no additional cost.

1.1.2. Standard Agreement

The State will adopt the Contractor's standard maintenance agreement modified to address terms and conditions inconsistent with State Statutes and general State information technology practices

1.2. SYSTEM SUPPORT

The Contractor 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.

1.2.1 As part of the Software maintenance agreement, ongoing Software maintenance and support levels, including all new Software releases, shall be responded to according to the following:

1.1.1.1. **Class A Deficiencies** – The Vendor shall have available to the State on-call telephone assistance, with issue tracking available to the State, eight (8) hours per day and five (5) days a week with an email / telephone response within two (2) hours of request; or the Vendor shall provide support on-site or with remote diagnostic Services, within four (4) business hours of a request

1.1.1.2. **Class B & C Deficiencies** – The Department shall notify the Contractor of such Deficiencies during regular business hours and the Contractor shall respond back within four (4) hours of notification of planned corrective action.

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2. SUPPORT OBLIGATIONS AND TERM

- 2.1. The Contractor shall repair or replace Software, and provide maintenance of the Software in accordance with the Specifications and terms and requirements of the Contract, including but not limited to SI.1 through SI.20 of the Support and Maintenance Requirements in Exhibit H *Requirements*, Attachment I.
- 2.2. The Contractor shall maintain a record of the activities related to warranty repair or maintenance activities performed for the Department.
- 2.3. For all maintenance Service calls, the Contractor shall ensure the following information will be collected and maintained: nature of Deficiency; current status of the Deficiency; action plans, dates and times; expected and actual completion time; Deficiency resolution information; Resolved by; Identifying number i.e. work order number; and Issue identified by. the Contractor must work with the Department to identify and troubleshoot potentially large scale System failures or Deficiencies by collecting the following information: mean time between reported Deficiencies with the Software; diagnosis of the root cause of the problem; and identification of repeat calls or repeat Software problems.
- 2.4. If the Contractor fails to correct a Deficiency within the allotted period of time stated above, the Contractor shall be deemed to have committed an Event of Default, and the State shall have the right, at its option, to pursue the remedies in Part 2 Section 13.1.1.2, as well as to return the Contractor's product and receive a refund for all amounts paid to the Contractor, including but not limited to, applicable license fees, within ninety (90) days of notification to the Contractor of the State's refund request.
- 2.5. If the Contractor fails to correct a Deficiency within the allotted period of time stated above, the Contractor shall be deemed to have committed an Event of Default, and the State shall have the right, at its option, to pursue the remedies in Part 1 Section 14.

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REQUIREMENTS

Project Requirements is hereby incorporated within.

Reference:

Gordon-Darby - Technical Proposal - RFP DMV-2019-02

Gordon-Darby - Requirements Attachment A - RFP DMV-2019-02

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The Contractor's Project Manager and the State Project manager shall finalize the Work Plan for Implementation within 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 the Contractor's plan to implement the System. Continued development and management of the Work Plan is a joint effort on the part of the Contractor and State Project Managers.

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

In conjunction with the Contractor's Project Management methodology, which shall be used to manage the Project's life cycle, the Contractor team and the State shall finalize the Work Plan at the onset of the Project. This plan shall identify the tasks, Deliverables, major milestones, task dependencies, and a payment Schedule required to implement the Project. It shall also address intra-task dependencies, resource allocations (both State and Contractor's team members), refine the Project's scope, and establish the Project's Schedule. The Plan is documented in accordance with the Contractor's Work Plan.

ASSUMPTIONS

1.1 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 must 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.
- The Contractor shall maintain an accounting system in accordance with Generally Accepted Accounting Principles (GAAP).

1.2 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 by the Contractor 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. The Contractor's 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 the Contractor 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.

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- The Contractor assumes that an Alternate Project Manager may be appointed from time to time to handle reasonable and ordinary absences of the Project Manager.

D. Conversions (If applicable)

- The Contractor's Team shall lead the State with the mapping of the legacy Data to the Contractor's applications, if applicable.
- Additionally, the Contractor's Team shall:
 1. Lead the review of functional and technical Specifications.
 2. Assist with the resolution of problems and issues associated with the development and Implementation of the conversions.

E. Project Schedule

- The planned go-live date for all participating inspection stations is January 1, 2020.

F. Reporting

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

G. User Training

- The Contractor's Team shall lead the development of the end-user training plan
- The Contractor is responsible for the delivery of end-user training.
- The Contractor will work with the State to coordinate all outreach and/or training sessions, as determined by DMV.
- The Contractor shall schedule and track attendance on all end-user training classes.
- The Contractor will be responsible for providing attendance sheets for all outreach sessions.

H. Performance and Security Testing

- The Contractor's 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 the Contractor on all testing as set forth in Contract Exhibit F – *Testing Services*.

2. ROLES AND RESPONSIBILITIES

A. Contractor Team Roles and Responsibilities

1) Contractor Team Project Executive

The Contractor Team's Project Executives (Contractor and Subcontractor Project Executives) shall be responsible for advising on and monitoring the quality of the Services throughout the Project life cycle. The Project Executive shall advise the Contractor Team Project Manager and the State's Project leadership on the best practices for implementing the Contractor Software Solution within the State. The Project Executive shall participate in the definition of the Project Plan and provide guidance to the State's Team.

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2) Contractor Team Project Manager

The Contractor 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 Contractor Implementation Team. The Contractor Team Project Manager will 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 the Contractor Team consultants to tasks in the Implementation Project according to the scheduled staffing requirements;
- Define roles and responsibilities of all the Contractor Team members;
- Provide weekly 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;
- Provide the State completed Project Deliverables and obtain sign-off from the State's Project Manager.
- Manage handoff to the Contractor operational staff;
- Manage Transition Services as needed.

3) Contractor Team Analysis

The Contractor Team shall conduct analysis of requirements, validate the Contractor 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.

4) Contractor Team Tasks

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The Contractor team shall assume the following tasks:

- 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; and
- Unit testing of conversions and interfaces developed; and
- System Integration Testing.

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 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 Contractor Project Manager. The role of the State Project Manager is to manage State resources (IF ANY), 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 Contractor team;
- Assist the Contractor 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 Contractor Project Manager of any urgent issues if and when they arise; and
- Assist the Contractor team staff to obtain requested information if and when required to perform certain Project tasks.
- Manage handoff to State operational staff;
- Manage State staff during Transition Services as needed.

2) State Subject Matter Expert(s) (SME)

The role of the State SME 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 SME include the following:

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- 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;
- 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; and
- Assist in training end users in the use of the Contractor 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 the Contractor 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 in partnership with the Contractor and lead the State technical staff's efforts in documenting the technical operational procedures and processes for the Project. This is a Contractor Deliverable and it will be expected that the Contractor will lead the overall effort with support and assistance from the State; and
- Represent the technical efforts of the State at weekly Project meetings.

4) State Testing Administrator

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

- Coordinating the development of system, integration, 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.

3. SOFTWARE APPLICATION

Detail what software is required for the Contractor to perform the activities of the Contract.

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4. CONVERSIONS

The following Table 4.1 identifies the conversions within the scope of this Contract.

Table 4.1: Planned Conversions

Conversion	Components, If applicable	Lead Responsibility	Description
Existing NHOST data	VID data, reports	Contractor	Conversion of current data in the existing NHOST system to the new system, if applicable

A. Conversion Testing Responsibilities

- The Contractor Team and the State, based on their assigned conversion responsibilities, as set forth in Contract Exhibit F: *Testing Services* shall identify applicable test scripts and installation instructions, adapt them to the Project specifics, test the business process, and compare with the documented expected results.
- The Contractor Team and the State, based on their assigned conversion responsibilities, shall execute the applicable test scripts that complete the conversion and compare execution results with the documented expected results.
- The Contractor Team and the State, based on their assigned conversion responsibilities, shall develop and unit test their assigned conversions.
- The State and the Contractor Teams shall jointly conduct System and Integration Testing, verifying and validating the accuracy and completeness of the conversions.
- The State and the Contractor Teams shall jointly verify and validate the accuracy and completeness of the conversions for Acceptance Testing and production.

5. INTERFACES

Interfaces shall be implemented in cooperation with the State. The following Table 5.1 identifies the interfaces within the scope of this Contract and their relative assignment.

Table 5.1: In-Scope Interfaces

Interface	Components, if applicable	Responsible Party	Description
Data extracts from system of record (VISION)	Inspection station, mechanic, inspection sticker, and vehicle registration data	State, Contractors	Replace existing FTP retrieval of data extracts from VISION with an interface that will achieve the goal of maintaining current, up-to-date data in the proposed system

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A. Interface Responsibilities

- The Contractor Team shall provide the State Contractor Application Data requirements and examples, of data mappings and interfaces implemented on other Projects. The Contractor Team shall identify the APIs the State should use in the design and development of the interface.
- The Contractor Team shall lead the State with the mapping of legacy Data to the Contractor Application, if applicable
- The Contractor Team shall lead the review of functional and technical interface Specifications.
- The Contractor Team shall assist the State with the resolution of problems and issues associated with the development and Implementation of the interfaces.
- The Contractor Team shall document the functional and technical Specifications for the interfaces.
- The Contractor Team shall create the initial Test Plan and related scripts to Unit Test the interface. The State shall validate and accept.
- The Contractor Team shall develop and Unit Test the interface.
- The State and the Contractor Team shall jointly verify and validate the accuracy and completeness of the interface.
- The State is responsible for documenting the procedures required to run the interfaces in production.
- The State shall document the technical changes needed to legacy systems to accommodate the interface.
- The State shall develop and test all legacy application changes needed to accommodate the interface.
- The State and the Contractor Teams shall jointly construct test scripts and create any data needed to support testing the interfaces.
- The State is responsible for all data extracts and related formatting needed from legacy systems to support the interfaces.
- The State is responsible for the scheduling of interface operation in production.

6. APPLICATION MODIFICATION

To more fully address the State's requirements, the Contractor Team shall implement the following application modifications. The following Table 6.1 identifies the modifications that are within the scope of this Contract.

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Table 6.1: Modifications – Contractor Developed

Requirement	Components, if applicable	Enhancement Description
Waivers	Economic Hardship Waiver, Low Mileage Waiver, other waivers as identified by DMV	The vendor shall have the ability to allow for different types of waivers in their system

7. PRELIMINARY WORK PLAN

Reference:

- Gordon-Darby - Technical Proposal - RFP DMV-2019-02
- Draft Statement of Work-Expanded 2-19-19

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SOFTWARE AGREEMENT

1. LICENSE GRANT

Not applicable to this contract

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PART 3 - EXHIBIT K
WARRANTY & WARRANTY SERVICE**

1. WARRANTIES

1.1 System

The Contractor warrants that the System will operate to conform to the Specifications, terms, and requirements of the Contract.

1.2 System

The Contractor warrants that the System, 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 will operate in accordance with the Specifications and Terms of the Contract.

For any breach of the above System warranty, the State's remedy, and the Contractor's entire liability, shall be:

- (a) the correction of program errors that cause breach of the warranty, or if the Contractor cannot substantially correct such breach in a commercially reasonable manner, the State may end its program license if any and recover the fees paid to the Contractor 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 the Contractor cannot substantially correct a breach in a commercially reasonable manner, the State may end the relevant Services and recover the fees paid to the Contractor for the deficient Services.

1.3 Non-Infringement

The Contractor warrants that it has good title to, or the right to allow the State to use, all Services, equipment, and Software ("Material") provided under this Contract, and that such Services, equipment, and Software 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.

1.4 Viruses; Destructive Programming

The Contractor 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.

1.5 Compatibility

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

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WARRANTY & WARRANTY SERVICE**

1.6 Services

The Contractor warrants that all Services to be provided under the Contract will be provided expediently, in a professional manner, in accordance with industry standards and that Services will comply with performance standards, Specifications, and terms of the Contract.

2. WARRANTY PERIOD

The Warranty Period shall remain in effect until the conclusion or termination of this Contract and any extensions, except for the warranty for non-infringement, which shall remain in effect indefinitely.

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OUTREACH AND TRAINING SERVICES**

The Contractor shall provide the following Outreach and Training Services.

Reference:

Gordon-Darby, NHOST Services, Inc. Proposal to Department of Safety, Division of Motor Vehicles RFP 2019-02 STATE MOTOR VEHICLE INSPECTION MANAGEMENT SYSTEM dated 09/19/2018:

Topic 5-Outreach and Education
Topic 9, 1.9.4 Training Approach

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AGENCY RFP WITH ADDENDUMS, BY REFERENCE

DMV RFP 2019-002 including Attachments A, B and C and Addendums 1 and 2

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DEPARTMENT OF SAFETY, DIVISION OF MOTOR VEHICLES
STATE MOTOR VEHICLE INSPECTION MANAGEMENT SYSTEM
SAAS CONTRACT DMV 2019-02
PART 3 - EXHIBIT N
VENDOR PROPOSAL, BY REFERENCE**

- Gordon-Darby NHOST Services, Inc. Proposal to Department of Safety, Division of Motor Vehicles RFP 2019-02 STATE MOTOR VEHICLE INSPECTION MANAGEMENT SYSTEM dated 09/19/2018
- Gordon-Darby - Requirements Attachment A - RFP DMV-2019-02
- RFP # DMV-2019-02 COST PROPOSAL ORIGINAL
- Draft SA_Package_02_14_2019
- Draft Statement of Work-Expanded 2-19-19

are hereby incorporated by reference as fully set forth herein.

State of NH Contract 2019-02
Exhibit N – Vendor Proposal, by Reference – Part 3
Date: 02/25/19
Contractor's Initials TJA

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY, DIVISION OF MOTOR VEHICLES
STATE MOTOR VEHICLE INSPECTION MANAGEMENT SYSTEM
SAAS CONTRACT DMV 2019-02
PART 3 - EXHIBIT O
CERTIFICATES AND ATTACHMENTS**

Attached are:

- A. Exhibit H Requirements – Attachment 1
- B. Contractor's Certificate of Good Standing
- C. Contractor's Certificate of Vote/Authority
- D. Contractor's Certificate of Insurance
- E. Vendor Technical Proposal
- F. Vendor Cost Proposal
- G. Draft Station Agreement (Draft SA_Package_02_14_2019)
- H. Draft Statement of Work-Expanded 2-19-19

State of NH Contract 2019-02
Exhibit O – Certificate and Attachments – Part 3
Date: 02/25/19
Contractor's Initials 



CERTIFICATE OF AUTHORITY

I, James Martin, being duly appointed and acting Treasurer of the Officers of GORDON-DARBY NHOST SERVICES, INC., hereby certify that by vote of the Corporation Officers on February 25, 2019, Robert Tefft is fully authorized and empowered to enter into this agreement and authorized to execute all documents on behalf of the corporation and to bind the corporation.

James Martin
Treasurer

02/25/19

Date

STATE OF KENTUCKY

County of JEFFERSON

The forgoing instrument was acknowledged before me this 25th day of 02, 2019.

By James Martin (Treasurer of the Corporation)



Dana M. Hardin
(Notary Public)

Commission Expires:

DANA M. HARDIN
NOTARY PUBLIC-STATE AT LARGE
KENTUCKY
NOTARY ID # 549493
MY COMMISSION EXPIRES 02-04-2020

CERTIFICATE OF VOTE

(Corporation with Seal)

I, James Martin, Treasurer of
(Corporation Representative Name) (Corporation Representative Title)
Gordon-Darby NHOST Services, Inc.
(Corporation Name)

(1) I am the duly elected and acting Treasurer of
(Corporation Representative Title)
Gordon-Darby NHOST Services, Inc., a New Hampshire corporation (the "Corporation")
(Corporation Name) (State of Incorporation)

(2) I maintain and have custody of and am familiar with the Seal and minute books of the Corporation.

(3) the following are true and accurate copies of the resolutions adopted by the Officers of the Corporation at a meeting of the said Corporation Officers held on the 25th day of February, 2019, which meeting was duly held in accordance with New Hampshire law and bi-laws of the Corporation:
(State of Incorporation)

(4) The signature of any officer of the Corporation affixed to any instrument or document described in or contemplated by these resolutions shall be conclusive evidence of the authority of said officer to bind this Corporation thereby;

(5) The forgoing resolutions have not been revoked, annulled or amended in any manner whatsoever, and remain in full force and effect as of the date hereof; and the following persons have been duly elected and now occupy the office(s) indicated below:

<u>Robert Tefft</u>	President Name
<u>Miranda Monroe</u>	Secretary Name
<u>James Martin</u>	Treasurer Name

IN WITNESS WHEREOF, I have hereunto set my hand as Treasurer of the Corporation and have affixed its corporation seal this February 25, 2019



James Martin
James Martin
Treasurer
February 25, 2019



STATE OF Kentucky §
COUNTY OF Jefferson
The forgoing instrument was acknowledged before me this
By: James Martin
(Name of Treasurer of the Corporation)

25 day of 02, 20 19.
Alana M. Hardin
(Notary Public/Justice of the Peace)
Notary ID # 549493



CERTIFICATE OF AUTHORITY

I, Miranda Monroe, being duly appointed and acting Secretary of the Officers of GORDON-DARBY NHOST SERVICES, INC., hereby certify that by vote of the Corporation Officers on March 12, 2019, Robert Tefft is fully authorized and empowered to enter into this agreement and authorized to execute all documents on behalf of the corporation and to bind the corporation.

Miranda Monroe

Secretary

3/12/19

Date

STATE OF KENTUCKY

County of JEFFERSON

The forgoing instrument was acknowledged before me this 12th day of March, 2019.

By Miranda Monroe (Secretary of the Corporation)

Dana M. Hardin

(Notary Public)

Commission Expires:

DANA M. HARDIN
NOTARY PUBLIC-STATE AT LARGE
KENTUCKY
NOTARY ID # 649493
MY COMMISSION EXPIRES 02-04-2020



Gordon-Darby NHOST Services, Inc.

2410 Ampere Drive | Louisville, KY 40299 | Tel. 502-266-5797 | Fax. 502-266-5798

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 GORDON-DARBY NHOST SERVICES, INC. is a New Hampshire Profit Corporation registered to transact business in New Hampshire on May 19, 2004. 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: 476006

Certificate Number: 0004419663



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 25th day of February A.D. 2019.

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)
06/08/18

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, Inc of Florida 1001 Brickell Bay Drive, Suite #1100 Miami, FL 33131-4937	CONTACT NAME: Aon Risk Services, Inc of Florida	
	PHONE (A/C, No, Ext): 800-743-8130	FAX (A/C, No): 800-522-7514
EMAIL ADDRESS: ADP.COI.Center@Aon.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: New Hampshire Ins Co		23841
INSURER B:		
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** 2004800 **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. LIMITS SHOWN ARE AS REQUESTED.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COM/POP AGG \$ \$
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						EACH OCCURRENCE \$ AGGREGATE \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DEC <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WC 047014238 KY	7/1/2018	7/1/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.I. EACH ACCIDENT \$ 2,000,000 E.I. DISEASE - EA EMPLOYEE \$ 2,000,000 E.I. DISEASE - POLICY LIMIT \$ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedules, may be attached if more space is required)
 All worksite employees working for GORDON-DARBY NHOST SERVICES, INC, paid under ADP TOTALSOURCE, INC.'s payroll, are covered under the above stated policy. GORDON-DARBY NHOST SERVICES, INC is an alternate employer under this policy.

CERTIFICATE HOLDER State of New Hampshire Dept of Safety, Division of Motor Vehicles 33 Hazen Drive Concord, NH 03305	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, Inc of Florida</i>
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