



State of New Hampshire

DEPARTMENT OF SAFETY
JAMES H. HAYES BUILDING
33 HAZEN DRIVE
CONCORD, NEW HAMPSHIRE 03305
603-271-2791

148 - 6/17/26



EDDIE EDWARDS
ASSISTANT COMMISSIONER

ROBERT L. QUINN
COMMISSIONER

STEVEN R. LAVOIE
ASSISTANT COMMISSIONER

June 17, 2026

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

REQUESTED ACTION

Authorize the Department of Safety, Division of Motor Vehicles (DMV), to enter into a contract with Barrington Transformation Services, Inc., (VC# 578584-B001), Washington Crossing, Pennsylvania, in the amount of \$1,747,480 for a cloud-hosted, Software-as-a-Service (SaaS), multi-tenant platform that enables the Division of Motor Vehicles to administer, manage, track, and maintain records related to knowledge examinations, road skills examinations, and associated test results. Effective upon Governor and Council approval through June 30, 2031. **29.66% Highway Funds and 70.34% Capital Funds.**

Funds are available in the following accounts for Fiscal Year 2026 and 2027 and are anticipated to be available in State Fiscal Years 2028, 2029, and 2030, upon the continued appropriation of funds in the future operating budgets with the authority to adjust encumbrances between fiscal years within the price limitation through the Budget Office, if needed and justified.

CAT#-DEPT#- AGENCY#- ACTIVITY#- ACCOUNTING UNIT# / DESCRIPTION	CLASS- ACCOUNT	ACTIVITY CODE	SFY 2026	SFY 2027	SFY 2028	SFY 2029	SFY 2030	Total
02-23-23- 233030- 13430000- 034-500099	034- 500099		\$518,400	\$0	\$0	\$0	\$0	\$518,400
01-03-03- 030010- 76230000 - 038-509038	038- 509038	0323014 BRM DOS HW/SW	\$221,598	\$233,321	\$245,425	\$257,920	\$270,816	\$1,229,080
Total			\$739,998	\$233,321	\$245,425	\$257,920	\$270,816	\$1,747,480

EXPLANATION

The purpose of this request is for the implementation and administration of knowledge examinations and road skills assessments for operator Licenses, motorcycle licenses and endorsements, commercial driver licenses (CDL) and endorsements, school bus certifications, and driver education instructors. All commercial driver knowledge examinations and road skills assessments will be conducted in full compliance with Federal Motor Carrier Safety

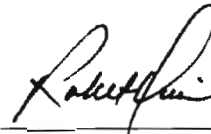
Her Excellency, Governor Kelly A. Ayotte
and the Honorable Executive Council
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Administration (FMCSA) and American Association of Motor Vehicle Administrators (AAMVA) standards. All motorcycle knowledge examinations and road skills assessments will be conducted in full compliance with Motorcycle Safety Foundation (MSF) standards.

In addition, this contract also includes a cloud-hosted platform that will provide online scheduling capabilities for customers and will enable the DMV to administer, track, and maintain records related to examinations, road skills assessments, and associated test results. The Contractor will provide ongoing support, system maintenance, and integration services, including interfacing with the DMV's VISION system.

The Division of Motor Vehicles issued Request for Proposal (RFP DOIT 2026-13), which was advertised from September 9, 2025 through November 20, 2025. Five (5) proposals were received and reviewed by a qualified multi-discipline scoring panel. Following the evaluation process, Barrington Transformation Services, Inc. received the highest overall score and was determined to provide the best overall value to the State and was therefore selected for award. The scoring sheet is attached.

Respectfully submitted,



Robert L. Quinn
Commissioner, Department of Safety

RFP Final Scoring Summary

Project Name: AUTOMATED DRIVER LICENSING TESTING SOFTWARE DOIT 2026-013

Evaluation Factor	Points Distribution	Received Proposals									
		Barrington Transformation Services		Neumo DMV, LLC		Opus Inspection Inc		Idemia Civil Identity NA LLC		Pheasant Solutions LLC	
		Average Ranking	Point Score	Average Ranking	Point Score	Average Ranking	Point Score	Average Ranking	Point Score	Average Ranking	Point Score
Adherence to Mandatory Requirements (Pass/Fail)											
Proposed System and Services to be Provided:											
Proposed Solution	500	3.21	321.43	2.11	210.71	3.54	353.57	2.14	214.29	2.17	217.14
Vendor's Technical, Service and Project Management Experience	50	2.79	27.86	2.39	23.86	2.77	27.71	2.36	23.57	2.20	22.00
Vendor Company	25	2.36	11.79	1.99	9.93	3.16	15.79	2.47	12.36	1.71	8.57
Staffing Qualifications	20	2.50	10.00	2.43	9.71	2.68	10.71	2.50	10.00	2.46	9.83
Technical Proposal Score	595		371.07		254.21		407.79		260.21		257.55
		2.71		2.23		3.04		2.37		2.14	
StateRAMP / FedRamp Hosted	35	<input checked="" type="checkbox"/>	35.00	<input checked="" type="checkbox"/>	35.00	<input checked="" type="checkbox"/>	35.00	<input checked="" type="checkbox"/>	35.00	<input checked="" type="checkbox"/>	35.00
StateRAMP / FedRamp Product	105	<input type="checkbox"/>	0.00	<input type="checkbox"/>	0.00	<input type="checkbox"/>	0.00	<input type="checkbox"/>	0.00	<input type="checkbox"/>	0.00
Proposal Cost	300										
(lowest proposed cost/vendor's proposed cost) X maximum allocated points for proposal cost			\$ 1,747,480.00		\$ 3,629,306.81		\$ 7,411,702.00		\$3,589,029.00		\$ 7,784,400.00
			300.00		144.45		70.73		146.07		67.35
Total Score	1,000		706.07		433.66		513.52		441.28		359.90
											Lowest Cost
											\$1,747,480.00

Scoring Team	Title
Dale Berube	BSA II, DOIT BRMD
Jennifer Bailey	Asst. Director, DOS DMV
John Marasco	Director, DOS DMV
Paul Litalien	IT Manager, DOS DMV
Spencer Batchelder	IT Lead, DOIT BRMD
Kathy O'Neal	Bureau Chief, DOS DMV Operations
Ashley Gray	Administrator, DOS DMV



STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY

27 Hazen Drive | Concord, NH | 03301
Fax: (603) 271-1516 | TDD: (800) 753-2964
doit.nh.gov



Denis Goulet, *Commissioner*

May 11, 2026

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 with Barrington Transformation Services, Inc., as described below and referenced as DoIT No. 2026-013.

The purpose of this request is for a cloud-hosted, SaaS-based, multi-tenant solution to support administration and tracking of knowledge examinations and road skills assessments for Operator, Motorcycle, and Commercial Driver Licenses (CDL & endorsements), School Bus Certificate, and Driver Education Instructor, with ongoing support and maintenance and bidirectional integration with VISION.

The Total Price Limitation shall be \$1,747,480, effective upon Governor and Council approval through June 30, 2031.

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

Sincerely,

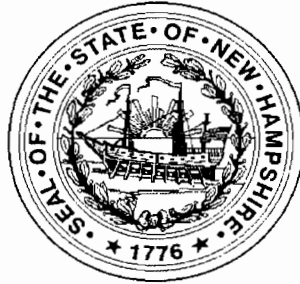
A handwritten signature in black ink that reads "Denis Goulet".

Denis Goulet

DG/jd
DoIT #2026-013

cc: Spencer Batchelder, IT Manager

STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY, DIVISION OF MOTOR VEHICLES
DOS 2026-023 AUTOMATED DRIVER LICENSE TESTING SOFTWARE AGREEMENT



State of New Hampshire

Department of Safety, Division of Motor Vehicles
Automated Driver License Testing Software
DOS – 2026-013

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY, DIVISION OF MOTOR VEHICLES
DOS 2026-023 AUTOMATED DRIVER LICENSE TESTING SOFTWARE AGREEMENT**

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DEPARTMENT OF SAFETY, DIVISION OF MOTOR VEHICLES
DOS 2026-023 AUTOMATED DRIVER LICENSE TESTING SOFTWARE AGREEMENT**

FORM NUMBER P-37 (VERSION 2/23/2023)


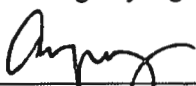
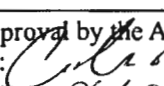
NOTICE: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION

1.1. State Agency Name NH Department of Safety, Division of Motor Vehicles (NH DMV)		1.2. State Agency Address 33 Hazen Drive, Concord, NH 03305	
1.3. Contractor Name Barrington Transformation Services Inc		1.4. Contractor Address 49 Canal Run West, Washington Crossing, PA 18977	
1.5. Contractor Phone Number 1(215) 431-6422	1.6. Account Unit and Class Multiple	1.7. Completion Date June 30, 2031	1.8. Price Limitation \$1,747,480.00
1.9. Contracting Officer for State Jennifer L. Bailey, Assistant Director - DMV		1.10. State Agency Telephone Number 1-603-227-4150	
1.11. Contractor Signature  Date:		1.12. Name and Title of Contractor Signatory Steven J. Purdy, Managing Partner	
1.13. State Agency Signature Date: 		1.14. Name and Title of State Agency Signatory Amy L. Newbury, Director of Administration	
1.15. Approval by the NH Department of Administration, Division of Personnel (if applicable) Director: Date:			
1.16. Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  Date: 05/29/2016			
1.17. Approval by the Governor and Executive Council (if applicable) G&C item number: G&C meeting date:			

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DEPARTMENT OF SAFETY, DIVISION OF MOTOR VEHICLES
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2. SERVICES TO BE PERFORMED

The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT B which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES

- 3.1. Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("Effective Date").
- 3.2. If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed.
- 3.3. 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. 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 by any state or federal legislative or

executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT

- 5.1. The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT C which is incorporated herein by reference.
- 5.2. 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. 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.
- 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 NH RSA 80:7 through RSA 80:7 c or any other provision of law.
- 5.4. The State's liability under this Agreement shall be limited to monetary damages not to exceed the total fees paid. The Contractor agrees that it has an adequate remedy at law for any breach of this Agreement by the State and hereby waives any right to specific performance or other equitable remedies against the State.

**STATE OF NEW HAMPSHIRE
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6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/EQUAL EMPLOYMENT OPPORTUNITY

- 6.1. In connection with the performance of the Services, the Contractor shall comply with all applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws and the Governor's order on Respect and Civility in the Workplace, Executive order 2020-01. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.
- 6.2. During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of age, sex, sexual orientation, race, color, marital status, physical or mental disability, religious creed, national origin, gender identity, or gender expression, and will take affirmative action to prevent such discrimination, unless exempt by state or federal law. The Contractor shall ensure any subcontractors comply with these nondiscrimination requirements.
- 6.3. No payments or transfers of value by Contractor or its representatives in connection with this Agreement have or shall be made which have the purpose or effect of public or commercial bribery, or acceptance of or acquiescence in extortion, kickbacks, or other unlawful or improper means of obtaining business.
- 6.4. The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of

ascertaining compliance with this Agreement and all rules, regulations and orders pertaining to 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. The Contracting Officer specified in block 1.9, or any successor, shall be the State's point of contact pertaining to this Agreement.

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DEPARTMENT OF SAFETY, DIVISION OF MOTOR VEHICLES
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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) calendar days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) calendar days after giving the Contractor notice of termination;

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

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

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

9. TERMINATION

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

9.2. In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) calendar 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. In addition, at the State's discretion, the Contractor shall, within fifteen (15) calendar days of notice of early termination, develop and submit to the State a transition plan for Services under the Agreement.

10. PROPERTY OWNERSHIP/DISCLOSURE

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

10.2. All data and any Property which has been received from the State, or purchased with funds provided for that purpose under this

**STATE OF NEW HAMPSHIRE
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Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

- 10.3. Disclosure of data, information and other records shall be governed by NH RSA chapter 91 A and/or other applicable law. Disclosure requires prior written approval of the State.

11. CONTRACTOR'S RELATION TO THE STATE

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

12. ASSIGNMENT/DELEGATION/ SUBCONTRACTS

- 12.1. Contractor shall provide the State written notice at least fifteen (15) calendar days before any proposed assignment, delegation, or other transfer of any interest in this Agreement. No such assignment, delegation, or other transfer shall be effective without the written consent of the State.
- 12.2. For purposes of paragraph 12, a Change of Control shall constitute assignment. "Change of Control" means: (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor; or (b) the sale of all or substantially all of the assets of the Contractor.
- 12.3. None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State.
- 12.4. The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained

in a subcontract or an assignment agreement to which it is not a party.

13. INDEMNIFICATION

The Contractor shall indemnify, defend, and hold harmless the State, its officers, and employees from and against all actions, claims, damages, demands, judgments, fines, liabilities, losses, and other expenses, including, without limitation, reasonable attorneys' fees, arising out of or relating to this Agreement directly or indirectly arising from death, personal injury, property damage, intellectual property infringement, or other claims asserted against the State, its officers, or employees caused by the acts or omissions of negligence, reckless or willful misconduct, or fraud by the Contractor, its employees, agents, or subcontractors. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the State's sovereign immunity, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE

- 14.1. The Contractor shall, at its sole expense, obtain and continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:
- 14.1.1. commercial general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate or excess; and
- 14.1.2. special cause of loss coverage form covering all Property subject to subparagraph 10.2 herein, in an amount not less than 80% of the whole replacement value of the Property.
- 14.2. The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the New Hampshire Department of Insurance, and issued by

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insurers licensed in the State of New Hampshire.

- 14.3. The Contractor shall furnish to the Contracting Officer identified in block 1.9, or any successor, a certificate(s) of insurance for all insurance required under this Agreement. At the request of the Contracting Officer, or any successor, the Contractor shall provide certificate(s) of insurance for all renewal(s) of insurance required under this Agreement. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

15. WORKERS' COMPENSATION

- 15.1. By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of NH RSA chapter 281-A ("Workers' Compensation").
- 15.2. To the extent the Contractor is subject to the requirements of NH RSA chapter 281-A, Contractor shall maintain and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. The Contractor shall furnish the Contracting Officer identified in block 1.9, or any successor, proof of Workers' Compensation in the manner described in NH 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

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Contractor Initials: 

Date: 5/8/26

A State's failure to enforce its rights with respect to any single or continuing breach of this Agreement shall not act as a waiver of the right of the State to later enforce any such rights or to enforce any other or any subsequent breach.

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. CHOICE OF LAW AND FORUM

- 19.1. This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire except where the Federal supremacy clause requires otherwise. 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.
- 19.2. Any actions arising out of this Agreement, including the breach or alleged breach thereof, may not be submitted to binding arbitration, but must, instead, be brought and maintained in the Merrimack County Superior Court of New Hampshire which shall have exclusive jurisdiction thereof.

20. CONFLICTING TERMS

In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and any other portion of this Agreement including any attachments thereto, the terms of the P-37 (as modified in EXHIBIT A) shall control.

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY, DIVISION OF MOTOR VEHICLES
DOS 2026-023 AUTOMATED DRIVER LICENSE TESTING SOFTWARE AGREEMENT**

21. THIRD PARTIES

This Agreement is being entered into for the sole benefit of the parties hereto, and nothing herein, express or implied, is intended to or will confer any legal or equitable right, benefit, or remedy of any nature upon any other person.

22. 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.

23. SPECIAL PROVISIONS

Additional or modifying provisions set forth in the attached EXHIBIT A are incorporated herein by reference.

24. FURTHER ASSURANCES

The Contractor, along with its agents and affiliates, shall, at its own cost and expense, execute any additional documents and take such further actions as may be reasonably required to carry out the provisions of this Agreement and give effect to the transactions contemplated hereby.

25. 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.

26. ENTIRE AGREEMENT

This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings with respect to the subject matter hereof.

STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY, DIVISION OF MOTOR VEHICLES
DOS 2026-023 AUTOMATED DRIVER LICENSE TESTING SOFTWARE AGREEMENT
EXHIBIT A – SPECIAL PROVISIONS

EXHIBIT A - SPECIAL PROVISIONS

The terms outlined in the P-37 General Provisions are modified as set forth below:

1. **Provision 3, Effective Date/Completion of Services, is updated with the following addition:**

3.4 The Term may be extended up to two years(s), (“Extended Term”) at the sole option of the State, subject to the Parties prior written Agreement on applicable fees for each extended Term under the same terms and conditions, subject to approval of the Governor and Executive Council.

2. **Provision 9, Termination, Section 9.2 is deleted and replaced with the following:**

9.2 In the event of the termination pursuant to subparagraph 9.1, the contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. The State will pay for cost of all Services and Deliverables for which Acceptance has been given by the State, provided through the date of termination but will not be liable for any costs for incomplete Services or winding down the Contract activities. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

9.3 Upon termination of the Contract, the State, in addition to any other rights provided in the Contract, may require 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. After receipt of a notice of termination, and except as otherwise directed by the State, Contractor shall:

- a. Stop work under the Contract on the date, and to the extent specified, in the notice;
- b. Promptly, but in no event longer than ten (10) days after termination, terminate its orders and subcontracts related to the work which has been terminated, and settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the State to the extent required, which approval or ratification shall be final for the purpose of this Section;
- c. Take such action as the State directs, or as necessary to preserve and protect the property related to the Contract which is in the possession of Contractor and in which the State has an interest;
- d. Take no action to intentionally erase any State data until directed by the State;
- e. 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;
- f. Implement an orderly return of State data in a CSV (Comma-separated values) or another mutually agreeable format at a time agreed to by the parties;
- g. Securely dispose/destroy 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 Standards and Technology (NIST)-Special Publication (SP) 800-88 approved methods. Certificates of destruction shall be provided to the State; and
- h. Provide written Certification to the State that Contractor has surrendered to the State all said property and after 180 days has erased all State data.

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9.4 If the Contract has expired, or terminated prior to the Completion Date, for any reason, the Contractor shall provide, for a period up to ninety (90) days after the expiration or termination, all transition services requested by the State, at no additional cost, to allow for the expired or terminated portion of the Services to continue without interruption or adverse effect, and to facilitate the orderly transfer of such Services to the State or its designees (“Transition Services”).

9.5 This covenant in paragraph 9 shall survive the termination of this Contract.

3. Provision 10, Data/Access/Confidentiality/Preservation, is updated with the following addition:

10.4 In performing its obligations under this Agreement, Contractor may gain access to Confidential Information. The Contractor shall not use the Confidential Information developed or obtained during the performance of, or acquired, or developed by reason of the Agreement, except as directly connected to and necessary for the performance of the Agreement. Contractor shall maintain the confidentiality of and protect from unauthorized use, disclosure, publication, and reproduction (collectively “release”), all Confidential Information.

10.4.1 In the event of the unauthorized release of Confidential Information, Contractor shall immediately notify the State’s Chief Information Security Officer, and the State may immediately be entitled to pursue any remedy at law and in equity, including, but not limited to, injunctive relief.

10.5 Subject to applicable federal or State laws and regulations, Confidential Information shall not include information which:

- a. shall have otherwise become publicly available other than as a result of disclosure by the receiving Party in breach hereof;
- b. 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;
- c. 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
- d. is disclosed with the written consent of the disclosing Party.

10.6 A receiving Party also may disclose the disclosing Party’s Confidential Information to the extent required by law or an order of a court of competent jurisdiction. Any disclosure of the Confidential Information shall require the prior written approval of the State. Contractor shall immediately notify the State if any request, subpoena or other legal process is served upon Contractor regarding the Confidential Information, and 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.

10.7 Contractor Confidential Information. Contractor shall clearly identify in writing all information it claims to be confidential or proprietary upon providing such information to the State. For the purposes of complying with its legal obligations, the State is under no obligation to accept the Contractor’s designation of material as confidential. 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. In the event the State receives a request for the information identified by Contractor as confidential, the State shall notify Contractor and specify the date the State will be releasing the requested information. At the request of the State, Contractor shall cooperate and assist the State with the collection and review of Contractor’s information, at no additional expense to the State. Any effort to prohibit

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or enjoin the release of the information shall be Contractor's sole responsibility and at Contractor's sole expense. If 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 Contractor, without any liability to the State.

10.8 This covenant in paragraph 10 shall survive the termination of this Contract.

4. Provision 12, Assignment/Delegation/Subcontracts, is updated with the following addition:

12.5 In the event that Contractor should change ownership for any reason whatsoever that results in a change of control of the Contractor, the State shall have the option of:

- a. continuing under the Agreement with Contractor, its successors or assigns for the full remaining Term of the Agreement or for such period of time as determined necessary by the State;
- b. immediately terminate the Agreement without liability to or further compensation owed to Contractor, its successors or assigns.

5. The following Provisions are added and made part of the P37:

27. FORCE MAJEURE

27.1 Neither 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.

27.2 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.

28. REQUIREMENTS FOR WEB CONTENT AND MOBILE APPLICATION ACCESSIBILITY.

28.1 Under Title II of the Americans with Disabilities Act, the State is required to provide equal access to all of its services, programs, and activities that are provided or made available to the public (whether directly or through contractual, licensing, or other arrangements) via the web and mobile applications. Accordingly, all web content and mobile applications developed, delivered, or otherwise furnished by Contractor pursuant to the terms and conditions of this Agreement shall comply with all applicable accessibility requirements under 28 C.F.R. § 35.200 and the technical standards for web content and mobile application accessibility specified in version 2.1 of the Web Content Accessibility Guidelines at Level AA conformance.


28.2 Contractor acknowledges and agrees that the State may require Contractor's compliance with the web content and mobile application accessibility standards set forth in Paragraph 28.1 to be determined by a third-party selected by the State in its sole and absolute discretion.

29. EXHIBITS/ATTACHMENTS

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

30. NON-EXCLUSIVE CONTRACT

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Contractor Initials: 

Date: 5/8/26

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The State reserves the right, at its discretion, to retain other vendors to provide any of the Services or Deliverables identified under this Agreement. Contractor shall make best efforts to coordinate work with all other State vendors performing Services which relate to the work or Deliverables set forth in the Agreement. The State intends to use, whenever possible, existing Software and hardware contracts to acquire supporting Software and hardware.

31. PROHIBITED TECHNOLOGIES

- a. No equipment or services on the State of New Hampshire's Prohibited Technologies List; and
- b. No equipment or services on the FCC Covered List.

32. ORDER OF PRECEDENCE

In the event of conflict or ambiguity among any of the text within this agreement, the following Order of Precedence shall govern:

- I. State of New Hampshire, Department of Safety, Division of Motor Vehicles Contract Agreement DOS 2026-023 AUTOMATED DRIVER LICENSE TESTING SOFTWARE AGREEMENT P-37 as amended by Exhibit A.
- II. State of New Hampshire, Department of Safety, Division of Motor Vehicles Contract Exhibits in order of precedence:
 - a. Exhibit B.
 - b. Exhibit C.
 - c. Exhibit D.
 - d. Exhibit E.
 - e. Exhibit F.
 - f. Exhibit G.
- III. State of New Hampshire, Department of Safety, Division of Motor Vehicles DOS DMV DoIT RFP #2026-013 DOS Automated Driver License Testing Software.
- IV. Vendor Proposal Response to Department of Safety, Division of Motor Vehicles DOS DMV DoIT RFP #2026-013 DOS Automated Driver License Testing Software, dated 11/20/2025
- V. Additional Contractor Provided Documents (Exhibit H).

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EXHIBIT B – STATEMENT OF WORK (SOW) BUSINESS AND TECHNICAL REQUIREMENTS AND DELIVERABLES

The Statement of Work, Business and Technical Requirements, and Deliverables are set forth below:

1. STATEMENT OF WORK

The Contractor shall provide a cloud-hosted, SaaS-based, multi-tenant platform that provides the NH DMV Bureau of Driver Licensing with the capability to administer and track knowledge examinations, road skills examinations and test results. All knowledge examinations and road skills assessments for commercial drivers must be in full compliance with FMCSA and AAMVA standards. All motorcycle knowledge examinations and road skills assessments must be in full compliance with MSF standards.

The Contractor will be responsible for all aspects of the project, to include, but not limited to, the following:

- Implementation of knowledge examinations for the following:
 - Operator License
 - Motorcycle endorsement/License
 - All Classes of Commercial Drivers Licenses and Endorsements
 - School Bus Certification
 - Driver Education Instructor
- Implementation of road skills assessments for Operator Licenses and all classes of Commercial Drivers Licenses and Endorsements.
- Implementation of road skills assessments schedules for operator, motorcycle and all classes of Commercial Drivers Licenses to include the capability for online scheduling for external customers.
- Contractor shall deliver American Sign Language (ASL) support for all State-identified knowledge examinations PRIOR TO GO-Live. ASL delivery shall meet WCAG 2.1 AA multimedia accessibility and provide functional parity with non-ASL examinations.
- Project management, testing, training and other services as outlined in the Exhibit B: Business and Technical Requirements
- Ongoing support and maintenance for the Automated Driver License Testing Solution, including interfacing with VISION.

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2. BUSINESS / TECHNICAL REQUIREMENTS

2.1. Business Requirements

Table B-2.1 Business and Technical Requirements

State Business Requirements			Vendor		
Req #	Requirement Description	Criticality	Vendor Response	Delivery Method	Comments
<i>Example 1.1</i>	<i>Example requirement text</i>	<i>M</i>	<i>Yes</i>	<i>Standard</i>	<i>This is a standard feature in our platform. Please see Attachment 2 of our response.</i>
ADLT					
B1.1	The solution must provide appropriate knowledge examinations for the following: Commercial Driver, including all necessary endorsement tests, Motorcycle, including motorcycle permit, Operator, School Bus Certificate and Driver Education Instructor.	M	Yes	Standard	Able Assess Exam feature allows for the definition of unlimited knowledge test types to include Commercial Driver, including all necessary endorsement test, Motorcycle (including permit), Operator, School Bus Certificate, and Driver Education Instructor.
B1.2	The Solution must include the FMCSA approved AAMVA provided commercial licensing testing suite in its entirety and must be updated with any changes, to include adding, removing or clarifying questions as mandated by AAMVA and FMCSA in a timely fashion. All CDL tests must use test bank questions as defined for CDL, 2022 model 17 specs or latest version from AAMVA.	M	Yes	Standard	The Able Assess Platform allows our customers to define, modify, publish/unpublish tests in a version-controlled manner. We are able to support the migration of the current test bank from the NH DMV. Should AAMVA and/or FMCSA require changes, this can easily be accomplished.
B1.3	The solution must include the Motorcycle Safety Foundation (MSF) testing suite in its entirety and must be updated with any changes to include adding, removing and clarifying questions as mandated by MSF in a timely manner to include all motorcycle test types.	M	No	Future	As per Addendum 1, RFC #090325c, we anticipate working with NH DMV to access the required information to include these test banks into the delivered platform. We offer a robust and extensible knowledge platform that allows our customers to define, modify, publish/unpublish tests in a version-controlled manner. Should AAMVA and/or FMCSA require changes to the test bank questions provided by NH DMV, this

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					can easily be accommodated and included in the solution initial delivery prior to August 1, 2026.
B1.4	The solution must include vendor provided testing suite including comprehensive question banks related to operator examinations for use in New Hampshire knowledge test question banks.	M	Yes	Standard	Able Assess offers a robust knowledge testing platform that has been proven in other jurisdictions incorporating their specific knowledge testing banks. As part of our requirements gathering sessions, we will identify those NH-specific test question banks and ensure they are incorporated.
B1.5	The solution must provide knowledge examinations based on the specified criteria as dictated by the DMV, for example: <ul style="list-style-type: none"> • Commercial Driver License as specified by FMCSA/AAMVA Standards • Motorcycle/Motorcycle Permit as specified by MSF standards • Operator • School Bus Certificate • Driver Education Instructor 	M	Yes	Standard	Able Assess Exam offers knowledge examinations as required for: <ul style="list-style-type: none"> • CDL by FMCSA/AAMVA Standards • Motorcycle/Motorcycle Permit by MSF standards • Operator • School Bus Certificate • Driver Education Instructor.
B1.6	The solution must allow the Administrator to modify the test banks by selecting questions from vendor and state provided testing questions.	M	Yes	Standard	Able Assess offers the ability for authorized users to add/modify test questions to test definitions as required. It also offers this capability through versioning.
B1.7	The solution shall stop the test as soon as the applicant has satisfied either the pass or fail criteria for the test to ensure timely testing for all qualified applicants. (i.e. number of correct answers to pass or number of incorrect answers to fail)	M	Yes	Standard	Able Assess Exam features the ability to stop a test once the minimum pass or fail criteria has been met.
B1.8	The solution must provide the ability to set time limits on each knowledge examination type.	M	Yes	Standard	Each knowledge test has a predetermined test limits defined in minutes. The remaining available time displayed to the applicant during the test.

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B1.9	The solution must provide the ability to change, modify, delete or add additional questions to the state specific question banks, to include voice over capabilities.	M	Yes	Standard	Authorized users have the ability to change, modify, delete or add additional questions to the state specific question banks.
B1.10	The solution shall use high quality graphics or digital photographs to depict actual roadway conditions, signage, etc. and shall appear simultaneously on-screen with the associated test question.	M	Yes	Standard	Each knowledge test supports associating various media types to a question including Photo/image, video, audio and HTML snippets.
B1.11	The solution must have the ability to attach video clips to the questions.	M	Yes	Standard	Video clips can be added to each question or question set in Able Assess.
B1.12	The solution must provide all knowledge examinations in American sign language, to include the display of each question and answers to the applicants in sign language.	M	No	Future	Able Assess does not currently offer built-in ASL support. However, the platform will fully support the migration of the existing ASL question banks to ensure continuity and accessibility. In addition, we will leverage Artificial Intelligence (AI) tools to enhance the question set, modifying existing questions and generating new ones as needed. These capabilities will be implemented and tested prior to the project's Go Live date, ensuring readiness and inclusivity from day one.
B1.13	The solution must have audible capabilities on all testing workstations to include reading each question and answer to the applicants. Solution must use a secure listening device to ensure privacy, as well as provide volume adjustment by the applicant.	M	Yes	Standard	Able Assess supports audio capability which can read the question or answer information in the chosen language.
B1.14	The solution shall provide an integrated audio recording tool that will enable DMV staff to record questions and answers for distribution across all workstations.	M	Yes	Standard	By default, Able Assess provides automated test-to-speech services which provides the capability; however, if still required, Able can provide the ability to manually record questions and answers across all languages.
B1.15	The solution must provide the ability for DMV staff to monitor testing progress remotely, regardless of the location the test is being	M	Yes	Standard	Able Assess records a complete transcript of all applicant actions during

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	administered. (Role based permission)				<p>each test instance. This includes:</p> <ul style="list-style-type: none"> • Navigation events • Answer selections and changes • Timing and duration of each action <p>These transcripts are accessible in real time, allowing:</p> <ul style="list-style-type: none"> • Remote proctors or other authorized users to monitor the test as it progresses • Post-test reviews for audit, integrity checks, or appeals <p>This functionality enhances test security, supports compliance, and enables transparent oversight of the testing process.</p>
B1.16	The solution must have the capability to print paper copies of the test, answer sheet and answer key (for the examiner) that shall include the associated image or graphic for each question. The printouts must be on 8 1/2" x 11" paper.	M	Yes	Standard	<p>Able Assess provides a print-ready test generation capability designed for use on standard 8 1/2" x 11" paper. This feature includes:</p> <ul style="list-style-type: none"> • Generated Questions: All questions specific to the test instance. • Answer Options: Includes all generated answers (e.g., multiple choice, true/false). • Associated Media: Any images, diagrams, or media required for the questions.

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					<ul style="list-style-type: none"> Answer Key: A matching key for examiners to use during manual marking.
B1.17	The solution must have the ability to provide uninterrupted progress for tests during any outages in connectivity once the connection has been reestablished.	M	Yes	Standard	Able provides that each test can resume from the point of interruption, as required, allowing applicants to continue without losing progress. This ensures a smoother experience in case of technical issues or unexpected disruptions.
B1.18	The solution must provide the ability to randomize exams, and the test questions assigned to the exams.	M	Yes	Standard	Able Assess' Exam feature ensures test integrity and fairness through comprehensive randomization, including: Question randomization: each test instance presents a unique order of questions.
B1.19	The solution must generate all tests using algorithms/methods that will ensure that unique tests are administered to each applicant and further that each test shall cover all areas of knowledge as required by the DMV and FMCSA as applicable. The algorithms/methods used to generate the tests shall also ensure that the degree of difficulty will remain uniform across the spectrum of examinations generated.	M	Yes	Standard	<p>Able Assess guarantees that each applicant receives a unique and fair test experience through the following mechanisms:</p> <p>1. Knowledge Area-Based Question Randomization</p> <ul style="list-style-type: none"> Questions are randomly selected from each knowledge area as mandated by the NH DMV and FMCSA. This ensures: <ul style="list-style-type: none"> Balanced coverage across required topics. A consistent degree of difficulty across all test instances.
B1.20	The solution must provide the ability to flag certain test questions within the test bank to appear in every test.	M	Yes	Standard	Able Assess supports identifying mandatory questions in the knowledge test definition by flagging it. A mandatory question will appear in every test.

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B1.21	The solution must provide the capability for multiple examination types to be assigned to an applicant at one time for applicants qualified to take more than a single test.	M	Yes	Standard	<p>Able Assess supports product bundling which allows multiple knowledge tests to be purchased/registered at a time. For example, the Class A CDL includes:</p> <ul style="list-style-type: none"> • General CDL Knowledge Test • Combination Knowledge Test • Air Brakes Knowledge Test
B1.22	The solution must provide the capability to authenticate the applicant prior to administering the appropriate knowledge examination.	M	Yes	Standard	<p>When registering for the examination, Able Assess requires certain information about the applicant to be captured, such as first name, last name, date of birth, etc. This information is configurable.</p>
B1.23	The solution must provide full audit tracking capabilities for all user actions taken.	M	Yes	Standard	<p>Able provides real-time tracking of all applicant actions during a test session, ensuring transparency and enabling effective oversight by exam administrators. Tracked activities include:</p> <ul style="list-style-type: none"> • Change Question – Switching between questions • Answer Question – Selecting or modifying answers • Start / Submit – Beginning and completing the test
B1.24	The solution must provide direct access for DMV users based on roles assigned in the active directory from VISION. The following roles must be passed through the solution from VISION: Clerks, managers, administrators, examiners and view only.	M	Yes	Standard	<p>Able inherently supports integration with Active Directory. Able security model offers service delivery center (SDC) specific application of roles or pan-SDC roles. There are also roles for scheduling and inspection (Skills test)</p>

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					related functions. Able will map VISION roles to Able Assess roles for direct access.
B1.25	The solution must have the capability to add, modify, delete or block road skills assessment schedules and assessment lengths for each assessment location regardless of the type of assessment being conducted.	M	Yes	Standard	<p>Able Assess offers comprehensive scheduling capability that allows administrators to define unique schedules by Service Delivery Center (Location). Administrators are able to:</p> <ul style="list-style-type: none"> • Create Timeslots based on service type offered (Practical Driving Skills Evaluation/Road Test), • Update Timeslots, • Publish/Unpublish Timeslots, Timeslot length can easily be modified.
B1.26	The solution must have the capability for the customer service representative to be able to schedule road skills assessments for operators, motorcycles or commercial driver exams.	M	Yes	Standard	Able Assess supports both customer self-service booking or customer assisted booking through a customer service agent for any appointment type.
B1.27	The solution must provide the capability for customers to be able to schedule their road skills assessments online for operator, motorcycle or commercial driver exams.	M	Yes	Standard	The customer may directly book an appointment online for all road skills assessments or any onsite provision test type.
B1.28	The solution must provide the capability to run standard reports and perform custom queries to generate ad hoc reports.	M	Yes	Standard	Able provides powerful, configurable analytics tools for authorized users, enabling deep insights into test performance and applicant behavior. The platform provides interactive dashboards and reports with modifiable criteria such as test type, test location(s), date ranges, etc.

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					for supporting real time monitoring and historical analysis.
B1.29	The solution must track and report testing statistics for both knowledge examinations and road skills assessment by DMV location, staff, examiner and geographic area. Reports must include but are not limited to the following: number of exams taken by test type, number of pass/fail per examination, by applicant, location, test type and examiner, pass/fail by question to determine level of difficulty.	M	Yes	Standard	Able tracks and provides testing statistics for both knowledge examinations and road skills assessments via its standardized reports that include Assessments by location, staff, examiner, geographic area, number of tests taken, pass/fail per test, by application, local, test type, and examiner.
B1.30	The solution must track and report accurate statistical information for knowledge examinations and road skills assessment criteria, to include but not limited to, questions and grading given by examiner.	M	Yes	Standard	Able Assess provides detailed tracking across all phases of the testing lifecycle, supporting both knowledge tests and skills assessments.
B1.31	The solution scheduling system must have the ability to pass scheduled appointments for knowledge and skills tests to VISION for use in a daily report. Information must include but are not limited to the following: customer identifier, test(s) scheduled, date of test, time of test.	M	Yes	Standard	Able Assess does have the ability to send pass/fail information from VISION to Able Assess for schedule knowledge tests and/or skills test.
B1.32	The solution must be capable of bidirectional communication with the NH DMV system of record, VISION (Vehicle Information System In an Online Network).	M	Yes	Standard	Able's integration architecture is built on bi-directional communication, enabling seamless interaction with external systems like VISION and others.
B1.33	The solution must be capable of migrating the current question test banks as specified by NH DMV.	M	Yes	Standard	Able Assess will support the migration of existing knowledge bank questions and supported language content using a repeatable upload tool. This tool will be tailored to accommodate any specific requirements or nuances associated with NH DMV's delivery method, ensuring a smooth and accurate transition of content into the new system.
Road Skills Assessments via mobile devices					
B2.1	The solution must be cloud based accessible via a variety of browsers such as FireFox, Chrome, Edge,	M	Yes	Standard	The solution s cloud based and accessible via browsers such as Firefox, Chrome,

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	Safari, and with a range of mobile devices such as smartphones and tablets.				Edge, Safari, etc. It can also support a range of mobile devices such as smartphones and tablets. A mobile application is provided for driver examiners to perform skills test assessments.
B2.2	The solution must be capable of administering road skills assessments and test results for operator, motorcycle, and all classes of commercial driver licenses.	M	Yes	Standard	Able Assess allows for the creation and administration of many road test assessment types (inspection) to suit NH operator, motorcycle, and all CDL classes.
B2.3	The solution should include GPS capability that can track and report examiners test routes to ensure road test reliability and validity.	P	Yes	Standard	Our Able Assess Road Testing Solution utilizes GPS to track and report on examiners' test routes.
B2.4	The solution must provide the ability to receive customer data from VISION system for road skills assessment assignment including Customer Identifier, First, Last Name, DOB, Customer Photo, and License status.	M	Yes	Standard	<p>Able Assess supports the automated creation of road test assessments by consuming data from a System of Record (SOR) such as VISION, using its robust API framework. Able can receive structured data streams from external systems to initiate and populate road test assessments, including:</p> <ul style="list-style-type: none"> • Applicant details: First name, middle name, last name, and DOB • Identity verification: Identity photo and license status • Additional configurable fields as required by NH DMV <p>This integration enables seamless coordination between VISION and Able, reducing manual data entry, improving accuracy, and supporting real-time test scheduling and assessment workflows.</p>

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B2.5	The solution must provide the ability to establish predetermined times for pre-trip skills and road tests, established by the state.	M	Yes	Standard	Able Assess includes a flexible scheduling tool that allows the DMV to manage appointments efficiently across various test types and examiner roles.
B2.6	The solution must allow examiners to score individual test items on the skills test while in progress and automatically display the total score at the end of the test. This functionality must be available in offline mode or while connected to the network.	M	Yes	Standard	Able Assess provides a robust and real-time scoring system for road tests that allows driver examiners to evaluate individual test items as the test progresses. The system dynamically calculates and displays the total score at the conclusion of the test, ensuring immediate feedback and transparency.
B2.7	The solution must use sign-on credentials and active directory using role-based entitlements in VISION for the following roles: Administrators, Examiners and View only.	M	Yes	Standard	Able Assess will use NH DMV's sign-on credentials and active directory (AD) using VISION's role-based entitlements. Able Assess inherently integrates with Microsoft Active Directory where authentication and authorization claims are shared with Able Assess for local authorization. Identity workflows will map incoming roles for a user and map them to Able Assess privileges, such as exam administrator, exam reader, fraud investigator, etc.
B2.8	The solution should be capable of loading predetermined test-driving routes by location.	P	Yes	Standard	Able Assess allows for the provisioning of predetermined routes and will display them to driver examiners during road tests.
B2.9	The solution should be capable of changing or modifying the road skills assessment route to another predetermined route based on traffic, road construction, and other unforeseen conditions.	P	Yes	Standard	Able Assess enhances the road-testing experience by allowing driver examiners to select from a suite of predetermined routes that are tailored to jurisdictional or training requirements, should the initially selected route become no longer optimal due to construction, traffic, or other condition.

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B2.10	The solution should utilize GPS tracking to record and log the coordinates of the driven skills assessment. Solution must allow Examiners and Administrators to review and verify the appropriate route.	P	Yes	Standard	The Able Assess Road Testing solution utilizes GPS tracking to record and log the coordinates of the driven skills assessment.
B2.11	The solution should store the GPS tracking information including the test route as part of the record.	P	Yes	Standard	Able Assess stores all GPS-related events as part of the road test record, including detailed tracking information throughout the test session.
B2.12	The solution should be capable of keeping track if the GPS signal is lost during the test and storing that information as part of the record.	P	Yes	Standard	Able Assess will record a location data event even if GPS data is not available during the test. This location event will not show Latitude and Longitude information for the data point.
B2.13	The solution may provide an option for administrators to remotely monitor road tests in progress through GPS functionality.	P	Yes	Standard	A driver examiner at the office can track an assessment as they are reported (and assuming that the driver examiner's phone or tablet stays in online mode). If the driver examiner phone or tablet is offline mode, the observation, incident and location data is only available when reconnected.
B2.14	The solution must be able to transmit test results of the road skills assessment in real time once the assessment is complete.	M	Yes	Standard	Able Assess immediately communicates the results of the road test in real-time back to the servers. Assuming the tight integration with VISION, as previously required, then VISION will be notified immediately upon the assessment being completed.
B2.15	The solution must be able to transmit GPS route information for the road skills assessment in real time once the assessment is complete.	P	Yes	Standard	Able Assess immediately communicates the results of the road test in real-time back to the servers. Assuming the tight integration with VISION, as previously required, then VISION will be notified immediately upon the assessment being completed.

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B2.16	The solution should provide reporting that shows when GPS tracking was overridden to ensure validity of road testing.	P	Yes	Standard	From a security standpoint, GPS tracking data cannot be overridden by a user in Able Assess by default. However, if the State wishes to allow this capability, this can be configured but it is not recommended.
B2.17	The solution must have the capability to store road skills assessment results in the event wireless and/or cellular connectivity is not available so they may be downloaded later.	M	Yes	Standard	Able Assess' Road-Testing solution is designed to operate in online mode by default but can easily operate in offline mode and continue to function and store events to be uploaded later when the tablet internet connectivity is reestablished.
B2.18	In the event wireless and/or cellular connectivity is not available, at a minimum the following information is what must be stored: overall score, pass/fail indication, applicant identifier from VISION, applicant first name, applicant last name, applicant date of birth, applicant photo, date and time of test, examiner's name, and any photos taken.	M	Yes	Standard	Should connectivity not be available, Able Assess will record overall score, pass/fail indication, application identifier, first name, last name, DOB, identity photo, date and time of test, examiners name, and photos taken, as required.
B2.19	The solution must provide full audit tracking information for each user's actions taken.	M	Yes	Standard	Able Assess is designed to automatically record every action taken by the driver examiner such as marking test results, capturing maneuvers, etc.
B2.20	The solution must include the States standard data encryption (McAfee Endpoint).	M	Yes	Standard	All platforms support McAfee Endpoint.
FMCSA COMPLIANCE MANDATES					
B3.1	The solution must provide the ability to track scores and share information with other jurisdictions via CSTIMS in accordance with FMCSA mandates.	M	Yes	Standard	Able Assess supports integration with CSTIMS in order to track scores and share information with other jurisdictions.
B3.2	The solution must ensure test question randomization for all knowledge examinations.	M	Yes	Standard	Able Assess' algorithm ensures randomization of all knowledge tests.
B3.3	The solution must ensure AAMVA compliant test forms.	M	Yes	Standard	Able Assess supports AAMVA compliant test forms.
B3.4	Vendor must ensure that test questions and question banks are updated with any changes, to include adding, removing and clarifying	M	Yes	Standard	Should NH DMV require us to perform these modifications under the terms of the support and

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	questions as mandated by AAMVA and FMCSA in a timely fashion.					maintenance agreement, we confirm that we will implement all requested updates in a timely and professional manner.
Application Requirements						
General Specifications						
A1.1	Ability to access data using open standards access protocol (please specify supported versions in the comments field).	M	Yes	Standard		<p>Able Assess supports the following aspects of open standards:</p> <ul style="list-style-type: none"> • Internet Protocols: <ul style="list-style-type: none"> ○ TCP/IP, HTTPS, SMTP/IMAP/POP3 • Security <ul style="list-style-type: none"> ○ TLS/SSL: 1.2+ ○ Oauth2.0/OpenID Connect • Data Exchange <ul style="list-style-type: none"> ○ JSON • Transportation and Identity <ul style="list-style-type: none"> ○ X509 digital certificates
A1.2	Data is available in commonly used format over which no entity has exclusive control, with the exception of National or International standards. Data is not subject to any copyright, patent, trademark or other trade secret regulation.	M	Yes	Standard		Barrington confirms that the data that will be managed as part of this contract is not subject to any copyright, patent, trademark or other trade secret regulation. As part of our requirements gathering workshops, we will agree with NH DMV on the acceptable formats of data by which we will share information between our organizations.
A1.3	Web-based compatible and in conformance with the following W3C standards: HTML5, CSS 2.1, XML 1.1,	M	Yes	Standard		Able Assess web applications utilize HTML%, CSS 2.1, and XML 1.1.
Application Security						
A2.1	Verify the identity or authenticate all of the system client applications before allowing use of the system to prevent access to inappropriate or confidential data or services.	M	Yes	Standard		Able Assess' API requires that its trusted customer applications be authenticated against a trusted identity provider which is

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					provided by Able Assess or can also be provided by the State's identity provider (federated model).
A2.2	Verify the identity and authenticate all of the system's human users before allowing them to use its capabilities to prevent access to inappropriate or confidential data or services.	M	Yes	Standard	For administrative users, Able Assess verifies the identities of individuals and authenticates them prior to using the system.
A2.3	Enforce unique usernames.	M	Yes	Standard	Able Assess utilizes trusted identity providers to manage secure access and to enforce unique usernames.
A2.4	Enforce complex passwords for Administrator Accounts in accordance with DoIT's Statewide User Account and Password Policy.	M	Yes	Standard	Ideally, Able Assess will be integrated with the State's identity provider such that the creation or suspension of NH State staff will reduce complexity of managing user accounts for expired users.
A2.5	Enforce the use of complex passwords for general users using capital letters, numbers and special characters in accordance with DoIT's Statewide User Account and Password Policy.	M	Yes	Standard	Ideally, Able Assess will be integrated to NH State identity provider.
A2.6	Encrypt passwords in transmission and at rest within the database.	M	Yes	Standard	All data transmitted across Able's network, between client applications, APIs, and backend services, is encrypted in transit using industry-standard protocols (e.g., TLS), ensuring confidentiality and integrity across all network nodes.
A2.7	Establish the ability to expire passwords after a definite period of time in accordance with DoIT's Statewide User Account and Password Policy.	M	Yes	Standard	Ideally, Able Assess can integrate to NH state identity provider.
A2.8	Provide the ability to limit the number of people that can grant or change authorizations.	M	Yes	Standard	Able Assess offers account authorization changes to Tenant Administrators, which are currently limited to a maximum of 5 active users. We will review this requirement with NH DMV during the requirements gathering session to ensure

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					that the appropriate limits are set.
A2.9	Establish the ability to enforce session timeouts during periods of inactivity.	M	Yes	Standard	Able Assess web applications have a default setting for timeout after 30 minutes. We will review this requirement with NH DMV during requirements gathering session to ensure that the appropriate timeout periods are set.
A2.10	The application shall not store authentication credentials or sensitive data in its code.	M	Yes	Standard	Able Assess follows best practices for secret management by ensuring that no sensitive credentials or secrets are stored within application code or configuration.
A2.11	Log all attempted accesses that fail identification, authentication and authorization requirements.	M	Yes	Standard	Able Assess maintains comprehensive access logs that track all attempts to interact with the system, successful or otherwise. These logs include timestamped records of user and client application access, supporting audit trails, security monitoring, and compliance with data protection standards. This logging capability ensures transparency and accountability across all system interactions, helping to detect unauthorized access attempts and support forensic investigations when needed.
A2.12	The application shall log all activities to a central server to prevent parties to application transactions from denying that they have taken place.	M	Yes	Standard	Able Assess employs traditional non-repudiation measures by logging all user activity within the system to a central server, including actions taken by unauthorized or unauthenticated users.
A2.13	All logs must be kept for six (6) months.	M	Yes	Standard	Able Assess data retention policy retains logs for six (6) months as required.
A2.14	The application must allow a human user to explicitly terminate a session. No remnants of the prior session should then remain.	M	Yes	Standard	Able Assess provides a visible "Log Out"/"Sign-out" function on its Admin UI Application.

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A2.15	Do not use Software and System Services for anything other than what they are designed for.	M	Yes	Standard	Able Assess is a purpose-built knowledge assessment, inspection, and scheduling platform designed specifically to support government licensing programs. Its architecture and operational controls are tailored exclusively for this mission, ensuring focused functionality and secure usage.
A2.16	The application Data shall be protected from unauthorized use when at rest.	M	Yes	Standard	Able Assess ensures that all application data is protected from unauthorized use when stored (“at rest”) through a combination of encryption, access control, and monitoring aligned with security best practices.
A2.17	The application shall keep any sensitive Data or communications private from unauthorized individuals and programs.	M	Yes	Standard	Able Assess ensures that all sensitive data and communications remain private from unauthorized individuals and programs through a layered security approach.
A2.18	Subsequent application enhancements or upgrades shall not remove or degrade security requirements.	M	Yes	Standard	Able Assess adheres to strict security governance throughout the full solution lifecycle including design, development, configuration, deployment, and ongoing maintenance. All subsequent enhancements or upgrades are implemented in a manner that preserves or strengthens existing security controls, ensuring that no requirements are removed, bypassed, or degraded.
A2.19	Utilize change management documentation and procedures.	M	Yes	Standard	Able Assess follows a structured change management process to ensure that all modifications are properly documented, reviewed, tested, and approved before deployment. This process ensures traceability, quality, and compliance with industry best practices.

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A2.20	Web Services: The service provider shall use Web Services exclusively to interface with the State’s data in near real time when possible.	M	Yes	Standard	Able Assess is designed as an API-first platform. All integrations with external systems, including State licensing registries and downstream applications, are performed through secure, standards-based web services rather than ad hoc file transfers.
State Technical Requirements					
<i>Prohibited Technologies</i>					
PT1.1	No equipment or services on the State of New Hampshire's Prohibited Technologies List found here: https://www.doit.nh.gov/sites/g/files/ehbemt506/files/inline-documents/sonh/prohibited-technologies.pdf and no equipment or services on the FCC Covered List found here: https://www.fcc.gov/supplychain/cov-eredlist	M	Yes	Standard	Able does not utilize any equipment or services on the State of New Hampshire Prohibited Technologies list or the FCC list.
<i>Security Compliance Requirements</i>					
T1.1	Comply with controls required by NIST Special Publication 800-171 R2, Protecting Controlled Unclassified Information in Nonfederal Systems and Organizations to achieve the Baseline (SP 800-171 Rev. 2, Protecting Controlled Unclassified Information in Nonfederal Systems and Organizations CSRC (nist.gov))	M	Yes	Standard	Able Assess is designed and operated in alignment with the security and privacy controls required under NIST SP 800-171 Rev. 2, Protecting Controlled Unclassified Information in Non-Federal Systems and Organizations.
T1.2	Comply With Moderate level controls as defined by NIST Special Publication 800-53 Revision 5, Security and Privacy Controls for Information Systems and Organizations - Baseline Plus (SP 800-53 Rev. 5, Security and Privacy Controls for Information Systems and Organizations CSRC (nist.gov))	P			Able Assess is built and operated in alignment with the NIST SP 800-53 Rev. 5 Moderated Bassline Plus security and privacy control set, ensuring comprehensive protection of sensitive data compliance with government requirements.
T1.3	Continuous Monitoring - For any resulting award(s) and subsequent contract(s), the awarded Vendor(s) will grant access to continuous monitoring and reporting through the life of the contract. The State reserves the right to request and review all Third-Party Assessment Organization (3PAO) audits, risk assessments,	M	Yes	Standard	Able Assess employs a comprehensive approach to continuously monitor and assess its security posture throughout the life of the contract.

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	vulnerability assessments, and penetration tests of the Vendor's environment.				
T1.4	<p>If not StateRAMP certified, vendor agrees to adhere to the DoIT Vulnerability Remediation Standards and shall provide Vulnerability Tests weekly or allow the installation of the DoIT host-based vulnerability scanner (Tenable Nessus Agent). The Vendor agrees those vulnerability scans will be delivered and reviewed by the NHCIC, DESC IT, and DOS IT weekly. Vendor shall also deliver a vulnerability scan after any major system updates. If there are deficiencies listed, they shall be remediated leveraging the schedule below.</p> <p>The following vulnerability remediation timeframe applies for Internet accessible systems:</p> <ol style="list-style-type: none"> 1. Critical: Immediately upon availability of patch. 2. High vulnerabilities: 15 calendar days from vulnerability publication date. 3. Medium vulnerabilities: 30 calendar days from vulnerability publication date. 4. Low vulnerabilities: 90 calendar days from vulnerability publication date. <p>If a vulnerability cannot be remediated within the specified timeframe, a mitigation and remediation plan must be submitted along with an Exception to Baseline Controls as outlined in Policy NHS0235, Security and Privacy Plan Policy, Exceptions to Baseline Controls.</p>	M			Able Assess is not currently StateRAMP or FedRAMP certified, but we are actively planning to pursue this level of certification to further validate our compliance posture. In the interim, Barrington fully agrees to adhere to the DoIT Vulnerability Remediation Standards as outlined in the Policy NHS0235.
StateRAMP Authorization					
T2.1	StateRAMP Ready/Authorized Certification (Home - StateRAMP)	P	No	Future	As per T1.4, Able Assess is not currently StateRAMP or FedRAMP Ready/Authorized but, Barrington is actively

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					planning to pursue this level of certification to further validate our compliance posture.
T2.2	If StateRAMP Ready, you agree to attain StateRAMP Authorized within 12 months of the effective date of a resulting contract.	M	No	Future	As per T1.4, Able Assess is not currently StateRAMP or FedRAMP Ready/Authorized but, Barrington is actively planning to pursue this level of certification to further validate our compliance posture and commits to be StateRAMP Authorized within 24 months of the effective date of the contract.
T2.3	If StateRAMP Active, you agree to attain StateRAMP Authorized within 24 months of the effective date of a resulting contract.	M	No	Future	Able Assess is not currently StateRAMP or FedRAMP Active but, Barrington is actively planning to pursue StateRAMP certification to further validate our compliance posture and commits to be StateRAMP Authorized within 24 months of the effective date of the contract.
T2.4	If StateRAMP in Process, you agree to attain StateRAMP Authorized within 24 months of the effective date of a resulting contract.	M	No	Future	Able Assess is not currently StateRAMP in Process but, Barrington is actively planning to pursue StateRAMP certification to further validate our compliance posture and commits to be StateRAMP Authorized within 24 months of the effective date of the contract.
T2.5	If StateRAMP Pending (Under review with StateRAMP PMO awaiting a determination for a verified status), you agree to attain StateRAMP Authorized within 24 months of the effective date of a resulting contract or prior to contract renewal.	M	No	Future	Able Assess is not currently StateRAMP in Pending but, Barrington is actively planning to pursue StateRAMP certification to further validate our compliance posture and commits to be StateRAMP Authorized within 24 months of the effective date of the contract.
T2.6	If Not StateRAMP Progressing, Not StateRAMP Ready, or Not StateRAMP Authorized the vendor	M	No	Future	Barrington acknowledges the StateRAMP requirement and will collaborate closely

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	shall initiate and provide a StateRAMP Security Snapshot with their response. You agree to attain StateRAMP Authorized within 24 months of the effective date of a resulting contract.				with the State to initiate and deliver a StateRAMP Security Snapshot promptly following the successful completion of System Integration Testing for the NH Automated Testing Solution. Furthermore, Barrington affirms its commitment to achieving StateRAMP Authorized status within 24 months of the contract's effective date, ensuring full compliance with State security standards.
T2.7	Continuous Monitoring – For any resulting award(s) and subsequent contract(s), the awarded contractor(s) will grant access to continuous monitoring and reporting upon receiving award for StateRAMP Security Snapshot, Ready status and Authorization status through the life of the contract. The State reserves the right to request and review all Third-Party Assessment Organization (3PAO) audits, risk assessments, vulnerability assessments, and penetration tests of the contractor's environment. The contractor shall respond to all flaws discovered, by providing a mutually agreed upon timeframe to resolve the issue(s) and/or implement a compensating control.	M	Yes	Standard	Able Assess is committed to providing continuous monitoring and reporting in alignment with StateRAMP continuous monitoring requirements.
Other Certifications in lieu of StateRAMP					
T3.1	FedRAMP Authorized How to Become FedRAMP Authorized FedRAMP.gov	P	No	Future	Able Assess is not currently FedRAMP Authorized, but we are committed to pursuing FedRAMP authorization in alignment with the State's requirements.
T3.2	HITRUST (HITRUST is common for Health Care related products and services.) HITRUST Alliance Information Risk Management and Compliance	P	No	Future	Able Assess is not currently HITRUST certified, as our core focus has been on NIST 800-53/800-171 and FedRAMP/StateRAMP alignment for government licensing and testing programs.
Hosted Platform					

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T4.1	The following Hosting Platforms are FedRAMP/StateRAMP Authorized and are pre-approved to host any SaaS or other Software Product. If your platform is included in the list below, identify the platform in the Vendor Comments. AWS US East/West, AWS GOVCLOUD, AZURE Commercial Cloud, AZURE Government (includes Dynamics 365), GOOGLE Services (Cloud Platform Products and Underlying Infrastructure), ORACLE Government Cloud - Common Controls, and ORACLE Federal Managed Cloud Services.	P	Yes	Standard	Able Assess hosts its cloud service with Azure East US and AWS East.
Individual Agency Compliance Requirements					
T5.1	NH State Law, RSA 260:14 Driver Privacy Act	M	Yes	Standard	Able Assess fully complies with the New Hampshire Driver Privacy Act (RSA 260:14) by ensuring that all driver data and personally identifiable information (PII) is protected against unauthorized access, disclosure, or misuse.
Information Technology Accessibility Compliance					
T6.1	Web content and mobile applications must comply with WCAG 2.1, Level AA	M	Yes	Standard	Able Assess ensures that all user interface applications, including both web content and mobile applications, comply with the Web Content Accessibility Guidelines (WCAG) 2.1, Level AA, as required. In fact, Able Assess has implemented accessibility standards aligned with WCAG 2.2, Level AA, which provides enhanced accessibility features beyond the state requirement. This ensures usability for individuals with disabilities, including those who rely on screen readers, keyboard navigation, and other assistive technologies. By meeting and exceeding WCAG requirements, Able Assess provides equitable access to all users.

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					supporting compliance with State and Federal accessibility standards while improving user experience across diverse audiences.
T6.2	Hardware that transmits information or has a user interface, such as display screens, variable message signs, and kiosks, must comply with ICT Accessibility Standards and Guidelines, Chapter 4: Hardware.	M	Yes	Standard	Able Assess does not require or depend on proprietary hardware. Our applications run on standard, commercially available devices such as State-provided PCs, laptops, Android tablets, and iOS tables. If the State chooses to procure optional hardware through Barrington, we will ensure that any such hardware complies with ICT Accessibility Standards and Guidelines, Chapter 4: Hardware. This includes requirements for display screens, input controls, and usability with assistive technologies. By leveraging standard hardware or ensuring that any optional devices provided are accessibility compliant, Barrington guarantees that all hardware used to deliver its solutions aligns with the applicable accessibility standards.
T6.3	Vendor shall complete the VPAT 2.5 WCAG (November 2023) and submit with their proposal in Section III: Responses to Requirements and Deliverables (https://www.itic.org/policy/accessibility/vpat)	M	Yes	Standard	Completed and included in our proposal as Appendix F.

2.2. Service Level Agreement (SLA) – Table B-2.3 Service Level Requirements
Contractor agrees to the following Service Level Requirements
Criticality (M = Mandatory; P = Preferred).

Service Level Agreement

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SLA-1	<p>The Vendor's System support and maintenance shall commence upon the Effective Date and extend through the end of the Contract term, and any extensions thereof.</p>	M	Yes	Standard	<p>Able Assess provides full system support and maintenance beginning on the effective date of the contract and continuing through the entire contract term, including any approved extensions. Our support and maintenance program includes:</p> <ul style="list-style-type: none"> • 24/7 system monitoring with proactive alerting to minimize downtime. • Helpdesk and technical support during business hours, with priority escalation available for critical issues. • Regular updates and patches to maintain security, performance, and compliance. • Service Level Agreements (SLAs) defining response and resolution times for incidents. • Lifecycle support ensuring enhancements, bug fixes, and compatibility updates throughout the contract period. <p>Customers are assured of consistent, uninterrupted support and maintenance coverage from contract start through expiration or extension, maintaining system availability, reliability, and compliance.</p>
SLA-2	<p>The Vendor shall maintain the hardware and software in accordance with the specifications, terms, and requirements of the Contract, including providing, upgrades and fixes as required.</p>	M	Yes	Standard	<p>Barrington will maintain all solution components in accordance with the specifications, terms, and requirements of the Contract. This includes:</p> <ul style="list-style-type: none"> • Software Maintenance <ul style="list-style-type: none"> ○ Ongoing delivery of upgrades, security patches, and fixes to ensure compliance with the industry standards, regulatory requirements, and evolving security best practices. ○ Continuous monitoring and vulnerability management, with remediation performed within required timeframes. ○ Automated deployment of fixes

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					<p>and enhancements through our DevSecOps pipeline to ensure timely and reliable updates without service disruption.</p> <ul style="list-style-type: none"> • Hardware Maintenance (if applicable) <ul style="list-style-type: none"> ○ Since the Able Assess solution does not require proprietary hardware, any State-provided devices (PCs, tablets, kiosks) are supported within the standard vendor warranty or State IT policies. ○ If optional hardware is procured through Barrington, we ensure compliance with all contractual requirements, providing manufacturer-supported maintenance, updates, and replacement as needed. <p>Barrington guarantees that both software and any optional hardware provided are maintained in a secure, compliant, and fully supported state throughout the life of the contract, with proactive delivery of upgrades and fixes as required.</p>
SLA-3	The vendor shall repair or replace the hardware or software, or any portion thereof, so that the System operates in accordance with the Specifications, terms, and requirements of the Contract.	M	Yes	Standard	<p>Barrington is fully committed to ensuring that the System operates in accordance with all specifications, terms, and requirements of the Contract.</p> <ul style="list-style-type: none"> • Software <ul style="list-style-type: none"> ○ Barrington will promptly repair or replace any software components, modules, or services that do not meet specifications or that impair system performance. ○ Fixes, patches, or updated components are delivered through our secure DevSecOps pipeline, ensuring minimal downtime and full compliance with requirements. ○ Where replacement is necessary (e.g., major version upgrades), Able Assess ensures backward compatibility, data integrity, and seamless transition for end users.

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					<ul style="list-style-type: none"> • Hardware (if applicable) <ul style="list-style-type: none"> ○ Since Able Assess does not require proprietary hardware, State-provided devices remain under the State’s control. ○ If optional hardware is procured through Barrington, we will repair or replace any defective units in accordance with manufacturer warranties or contractual requirements, ensuring continuity of service. <p>Whether through repair, replacement, or upgrade, Barrington guarantees that the system will continue to meet all contractual specifications and requirements throughout the contract term.</p>
SLA-4	All hardware and software components of the Vendor hosting infrastructure shall be fully supported by their respective manufacturers at all times. All critical patches for operating systems, databases, web services, etc., shall be applied within sixty (60) days of release by their respective manufacturers. (RA-5)	M	Yes	Standard	Barrington ensures that all hardware and software components of our hosting infrastructure are fully supported by their respective manufactures at all times.
SLA-5	The State shall have unlimited access, via phone or Email, to the Vendor technical support staff between the hours of 8:30am to 5:00pm- Monday through Friday EST.	M	Yes	Standard	<p>Barrington provides the State with unlimited access to technical support staff during normal business hours (Monday through Friday, 8:30 AM to 5:00 PM EST) via phone and email, in full compliance with this requirement.</p> <ul style="list-style-type: none"> • Support Channels <ul style="list-style-type: none"> ○ Email Support: Requests may be submitted via our dedicated support email address, which automatically logs a ticket in our Zendesk system for tracking and resolution. ○ Phone Support: A support hotline is available for direct assistance during business hours, with critical issues escalated immediately. ○ Ticketing System (Zendesk): All requests, regardless of channel, are tracked and managed within our Zendesk solution to ensure visibility, accountability, and timely resolution.

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					<ul style="list-style-type: none"> • Service Tracking <ul style="list-style-type: none"> ○ Each ticket is assigned a priority level based on impact and severity. ○ Support SLAs define expected response and resolution times. ○ Customers receive regular updates on ticket progress until closure. <p>This approach ensures the State has direct access to qualified support staff by phone and email, while Zendesk provides a transparent, auditable record of all support interactions to guarantee timely and effective resolution.</p>
SLA-6	<p>The Vendor shall conform to the specific deficiency class as described below or as agreed to by the parties:</p> <p>Class A Deficiency - Software - Critical, does not allow System to operate, no work around, demands immediate action; Written Documentation - missing significant portions of information or unintelligible to State; Non-Software - 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 workaround, and user can perform tasks; Written Documentation - portions of information are missing but not enough to make the document unintelligible; Non-Software - 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; Written Documentation - minimal changes required and of minor editing nature; Non-Software - Services require only minor reworking and do not require re-performance of the Service.</p>	M	Yes	Standard	<p>Barrington will conform to the State's deficiency classification model (Class A, B, and C) as defined in the RFP. All reported deficiencies are logged, categorized, and tracked through our Zendesk ticking system and are integrated into our Azure DevOps backlog for prioritization and resolution.</p> <p>Class A Deficiency – Critical</p> <ul style="list-style-type: none"> ○ Software: Issues that prevent the system from operating with no workaround. ○ Documentation: Missing or unintelligible information. ○ Non-Software Services: Inadequate performance requiring full re-performance. <p>Response: Immediate action with highest escalation priority. Class A issues are addressed outside the normal sprint cadence and resolved as emergency fixes, ensuring service continuity.</p> <p>Class B Deficiency – Important</p> <ul style="list-style-type: none"> ○ Software: Issues that impact functionality but allow continued operation with a workaround. ○ Documentation: Partial omissions that do not render it unusable. ○ Non-Software Services: Deficient services requiring rework but non re-performance. <p>Response: Prioritized in the Azure DevOps backlog and typically scheduled for resolution with the next sprint (2-4 weeks), with interim</p>

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					workarounds provided where applicable. Class C Deficiency – Minimal <ul style="list-style-type: none"> ○ Software: Cosmetic or minor issues with low operational impact. ○ Documentation: Minor edits or clarifications. ○ Non-Software Services: Minor rework required but service remains usable. Response: Logged in Azure DevOps backlog and scheduled for resolution in a future sprint or release cycle, depending on priority.
SLA-7	As part of the maintenance agreement, ongoing support issues shall be responded to according to the following: <p style="text-align: center;">Class A Deficiencies -</p> 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 onsite or with remote diagnostic services within four (4) business hours of a request;	M	Yes	Standard	Barrington agrees to provide ongoing support and maintenance in alignment with the State’s required response times for Class A, B, and C deficiencies. Our support process combines Zendesk (for ticketing and tracking) and Azure DevOps (for backlog management and sprint-based remediation), ensuring traceability, timely response, and accountability. Class A Deficiencies – Critical <ul style="list-style-type: none"> ○ Response: On-call telephone and email support available 8 hours/day, 5 days/week. ○ Barrington will acknowledge and respond to Class A issues within 2 hours of notification. ○ Remote diagnostic services will be initiated immediately, and where required within 4 business hours. ○ If the issue requires an emergency hotfix, it will be implemented outside of normal sprint cycles to ensure continuity of operations. Class B & C Deficiencies – Important/Minimal <ul style="list-style-type: none"> ○ Response: Barrington will acknowledge and respond within 4 business hours of notification with a documented corrective action plan. ○ Class B Issues will typically be scheduled for resolution in the next available sprint (2-4 weeks), with interim workarounds provided where applicable.

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					<ul style="list-style-type: none"> ○ Class C issues will be logged into the backlog and prioritized for resolution in future releases or scheduled maintenance cycles. <p>Tracking and Transparency:</p> <ul style="list-style-type: none"> • The State will have full visibility into the status of all issues through Zendesk ticket tracking, including timestamps for notification, response, and resolution. • Regular reports will be provided showing SLA compliance and resolution metrics. <p>Barrington ensures that all deficiencies are managed and remediated according to State-defined SLA requirements, and Class B and C issues resolved in accordance with agreed timelines while maintaining full transparency to the State.</p>
SLA-8	The hosting server for the State shall be available twenty-four (24) hours a day, 7 days a week except for during scheduled maintenance.	M	Yes	Standard	Barrington guarantees that the hosting environment for the State will be available 24 hours a day, 7 days a week, excluding scheduled maintenance windows.
SLA-9	A regularly scheduled maintenance window shall be identified (such as weekly, monthly, or quarterly) at which time all relevant server patches and application upgrades shall be applied.	M	Yes	Standard	Barrington maintains a regularly scheduled maintenance window to apply all relevant server patches, security updates and application upgrades in a controlled and predictable manner.
SLA-10	If the Vendor is unable to meet the uptime requirement, the Vendor shall credit State's account in an amount based upon the following formula: (Total Contract Item Price/365) x Number of Days Contract Item Not Provided. The State must request this credit in writing.	M	Yes	Standard	Barrington acknowledges and agrees to the State's requirement for service credits in the event uptime requirements are not met.
SLA-11	The Vendor shall use a change management policy for notification and tracking of change requests as well as critical outages.	M	Yes	Standard	Barrington follows a structured change management policy to ensure that all change requests and critical outages are properly documented, tracked, communicated, and resolved.
SLA-12	A critical outage will be designated when a business function cannot be met by a nonperforming application and there is no workaround to the problem.	M	Yes	Standard	Barrington acknowledges and adopts the State's definition of a critical outage: "A business function cannot be met by a nonperforming application and there is no workaround to the problem."

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SLA-13	The Vendor shall maintain a record of the activities related to repair or maintenance activities performed for the State and shall report quarterly on the following: Server uptime; All change requests implemented, including operating system patches; All critical outages reported including actual issue and resolution; Number of deficiencies reported by class with initial response time as well as time to close.	M	Yes	Standard	<p>Barrington maintains complete records of all repair and maintenance activities for the State and will provide quarterly reports covering the following metrics:</p> <p>Server Uptime</p> <ul style="list-style-type: none"> ○ Actual uptime percentage compared to SLA commitment, with details on any scheduled or unscheduled downtime. <p>Change Requests Implemented</p> <ul style="list-style-type: none"> ○ All operating system patches, application updates, and configuration changes tracked through Azure DevOps, with full audit history. <p>Critical Outages</p> <ul style="list-style-type: none"> ○ A log of all reported critical outages, including root cause analysis (RCA), resolution actions, and time to restore service. <p>Deficiencies by Class</p> <ul style="list-style-type: none"> ○ The number of Class A, B, and C deficiencies report. ○ Initial response time and total time to closure for each deficiency.
SLA-14	The Vendor will give two business days' prior notification to the State Project Manager of all changes/updates and provide the State with training due to the upgrades and changes.	M	Yes	Standard	Barrington will provide the State Project Manager with a minimum of two (2) business days' prior notification of all planned changes and updates to the system. Notifications will include the scope, timing, and potential impact of the change, and will be delivered via email and logged in our Zendesk support system for traceability.
SLA-15	The Vendor 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.	M	Yes	Standard	Barrington will make available to the State, at no additional cost, all program updates, general maintenance releases, selected functionality releases, security patches, and updated documentation that are generally offered to our customer base under standard support and maintenance agreements.
SLA-16	For all maintenance Service calls, the Vendor shall ensure the following information will be collected and maintained: 1) nature of the Deficiency. 2) current status of the Deficiency. 3) action plans, dates, and times.	P	Yes	Standard	Barrington ensures that all maintenance service calls are logged, tracked, and fully documented in accordance with the State's requirements. Our process leverages Zendesk (for incident and deficiency tracking) and Azure DevOps (for remediation and release management).

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	4) expected and actual completion time. 5) Deficiency resolution information. 6) Resolved by. 7) Identifying number i.e. work order number; 8) Issue identified by.				
SLA-17	The Vendor must work with the State to identify and troubleshoot potentially large-scale System failures or Deficiencies by collecting the following information: 1) mean time between reported Deficiencies with the Software. 2) diagnosis of the root cause of the problem; and 3) identification of repeat calls or repeat software problems.	P	Yes	Standard	Barrington will work collaboratively with the State to identify, troubleshoot, and resolve potentially large-scale system failures or recurring deficiencies. Our process integrates Zendesk for incident tracking, Azure DevOps for remediation management, and formal root cause analysis (RCA) reporting.

For purposes of SLA-10, 'Contract Item Price' means the annual amount payable for the affected service component during the period in which the outage occurred (e.g., the annual Software Operations, Maintenance, and Support fee applicable to the outage period)

2.3. Compliance Requirements

Agency Compliance Documents are identified as follows:

Vendor Risk Assessment Report (VRAR) or current certification of StateRAMP/FedRAMP certification

Data Privacy – NH RSA 260:14

- <https://www.gc.nh.gov/rsa/html/XXI/260/260-14.htm>

FMCSA and AAMVA Standards for Commercial Drivers

MSF Standards for Motorcycles

3. ACTIVITY, DELIVERABLE, AND MILESTONE

Table B-4 DELIVERABLES

PLANNING AND PROJECT MANAGEMENT

1	Conduct Project Kickoff Meeting	Non-Software
2	Work Plan	Written
3	Project Status Reports	Written

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4	Infrastructure Plan, including Desktop and Network Configuration Requirements	Written
5	Security Plan	Written
6	Communications and Change Management Plan	Written
7	Software Configuration Plan	Written
8	Systems Interface Plan and Design/Capability	Written
9	Testing Plan	Written
10	Data Conversion Plan and Design	Written
11	Deployment Plan	Written
12	Comprehensive Training Plan and Curriculum	Written
13	End User Support Plan	Written
14	Business Continuity Plan	Written
15	Documentation of Operational Procedures	Written

INSTALLATION

16	Provide Software Licenses if needed	Written
17	Provide Fully Tested Data Conversion Software	Software
18	Provide Software Installed, Configured, and Operational to Satisfy State Requirements	Software

TESTING

19	Conduct Integration Testing	Non-Software
20	Conduct User Acceptance Testing	Non-Software
21	Perform Production Tests	Non-Software
22	Test In-Bound and Out-Bound Interfaces	Software
23	Conduct System Performance (Load/Stress) Testing	Non-Software
24	Certification of 3rd Party Pen Testing and Application Vulnerability Scanning.	Non-Software

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SYSTEM DEPLOYMENT

25	Converted Data Loaded into Production Environment	Software
26	Provide Tools for Backup and Recovery of all Applications and Data	Software
27	Conduct Training	Non-Software
28	Cutover to New Software	Non-Software
29	Provide Documentation	Written
30	Execute Security Plan	Non-Software

OPERATIONS

31	Ongoing Hosting Support	Non-Software
32	Ongoing Support & Maintenance	Software
33	Conduct Project Exit Meeting	Non-Software

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4. DELIVERABLE REVIEW AND ACCEPTANCE

4.1. Non-Software and Written Deliverables Review and Acceptance

The Contractor shall provide a written Certification that a non-software, written deliverable (such as the Test Plan) is final, complete, and ready for Review. After receiving such Certification from the Contractor, the State will Review the Deliverable to determine whether it meets the requirements outlined in this Exhibit. The State will notify the Contractor in writing of its Acceptance or rejection of the Deliverable, or its partial or conditional Acceptance of the Deliverable, within five (5) business days of the State's receipt of the Contractor's written Certification; provided that if the State determines that the State needs more than five (5) days, then the State shall be entitled to an extension of up to an additional ten (10) business days. If the State rejects the Deliverable or any portion of the Deliverable, or if any Acceptance by the State is conditioned upon completion of any related matter, then the State shall notify the Contractor of the nature and class of the Deficiency, or the terms of the conditional Acceptance, and the Contractor shall correct the Deficiency or resolve the condition to Acceptance within the period identified in the Work Plan. If no period for the Contractor's correction of the Deliverable or resolution of condition is identified, the Contractor shall correct the Deficiency in the Deliverable or resolve the condition within five (5) business days or such longer period as the State (in its sole discretion) may agree. 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, Acceptance in part, conditional Acceptance, or rejection thereof, with the option to extend the Review Period up to five (5) additional business days, or mutually agreed upon timeframe. If the Contractor fails to correct the Deficiency within the allotted period, 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 or pursue its remedies at law and in equity.

4.2. Software Deliverables Review and Acceptance

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

4.3. Number of Deliverables

Unless the State otherwise specifically agrees in writing, in no event shall the Contractor certify for testing and deliver to the State more than three (3) Deliverables for review or testing at one time. As the State accepts a Deliverable, an additional Deliverable may be presented for review but at no time can the Deliverables exceed three (3) at a time without the authorization of the State.

4.4. Conditional and Unconditional Acceptance

By 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. CHANGE ORDER

The State may make changes, revisions or request enhancements to the Scope of Work at any time by written Change Order. The State originated changes, revisions or enhancements shall be approved by

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the Department of Information Technology. Within five (5) business days of Contractor's receipt of a Change Order, Contractor shall advise the State, in detail, of any impact on cost (e.g., increase or decrease), the Schedule, and the Work Plan.

Contractor may propose a change within the scope of the Contract by written Change Order, identifying any impact on cost, the Schedule, and the Work Plan. The State shall acknowledge receipt of Contractor's requested Change Order within five (5) business days. The State Agency, as well as the Department of Information Technology, must review and 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 within 30 days of receipt of the Change Order.

Change orders resulting in an increase of Price Limitation, an extension of time for Contract completion or a significant change to the scope of the Contract may require approval by the Governor and Council.

A Change Order which is accepted and executed by both Parties, and if applicable approved by Governor and Council, shall amend the terms of this Agreement.

6. IMPLEMENTATION SERVICES

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

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.

The Contractor and the State shall adopt a Change Management approach to identify and plan key strategies, communication initiatives, and training plans.

7. PROJECT MANAGEMENT

7.1. Project Management Outline

The Contractor shall provide project tracking tools and templates to record and manage Issues, Risks, Change Requests, Requirements, and other documents used in the management and tracking of the project. The State believes that effective communication and Reporting are essential to Project success. The Contractor shall employ effective communication and Reporting strategies to ensure 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.

The Project requires the coordinated efforts of a Project Team consisting of both Contractor and State personnel. Contractor shall provide all necessary resources to perform its obligations under the Contract. Contractor is responsible for providing all appropriate resources and personnel to manage this Project to a successful completion.

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

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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 Contractor's Project Manager and Key Project Staff. The State shall maintain the confidentiality of background screening results in accordance with the Contract Agreement.

The Contractor shall be responsible for knowledge transfer between all Contractor project teams for all deliverables defined in this Project Agreement.

7.2. The Contractor Key Project Staff

The Contractor's Contract Manager

Contractor shall assign a Contract Manager who will be responsible for all Contract authorization and administration, including but not limited to processing Contract documentation, obtaining executive approvals, tracking costs and payments, and representing the parties in all Contract administrative activities. Contractor's Contract Manager is:

Steven J. Purdy
215.431.6422
spurdy@barringtonts.com

The Contractor's Project Manager

Contractor shall assign a Project Manager who is qualified to perform or supervise the Contractor's obligations under this Agreement. Contractor's Project Manager is:

Steven J. Purdy
215.431.6422
spurdy@barringtonts.com

Contractor's selection of the 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 Project Manager's resume, qualifications, references, and background checks, and an interview. The State may require removal or reassignment of Project Manager who, in the sole judgment of the State, is found unacceptable or is not performing to the State's satisfaction.

Project Manager must be qualified to perform the obligations required of the position under the Contract, shall have full authority to make binding decisions under the Contract, and shall function as Contractor's representative for all administrative and management matters. Project Manager must be available to promptly respond during normal Business Hours within Select # of hours hour(s) of inquiries from the State and be at the site as needed. Project Manager must work diligently and use his/ her best efforts on the Project.

Change of Project Manager

Contractor may not replace the Project Manager or change its assignment of Project Manager without providing the State written notice and obtaining the prior approval of the State of the replacement Project Manager. State approvals for replacement of Project Manager shall not be unreasonably withheld. The replacement Project Manager is subject to the same requirements and Review as set

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forth above. Contractor shall assign a replacement Project Manager within ten (10) business days of the departure of the prior Project Manager, and Contractor shall continue during the ten (10) business day period to provide competent project management Services through a qualified interim Project Manager.

The Contractors Additional Key Project Staff

The State considers the following individuals to be Key Project Staff for this Project:

Steven J. Purdy
Partner acting as Project Manager
Andrew Goodwin
Partner acting as Business Analyst

The State reserves the right to require removal or reassignment of Key Project Staff who are found unacceptable to the State. Contractor shall not change Key Project Staff commitments without providing the State written notice and obtaining the prior written approval of the State. State approvals for replacement of Key Project Staff will not be unreasonably withheld. The replacement Key Project Staff shall have comparable or greater skills than Key Project Staff being replaced.

Termination for Lack of Project Management and Key Project Staff

Notwithstanding any other provision of the Contract to the contrary, the State shall have the option to terminate the Contract, declare Contractor in default and to pursue its remedies at law and in equity, if Contractor fails to assign a Project Manager and/or Key Project Staff meeting the requirements and terms of the Contract or if the State is dissatisfied with Contractor's replacement of the Project Manager and/or Key Project Staff.

7.3. The State Key Project Staff

The 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:

Jennifer L. Bailey, Assistant Director
603-227-4050
jennifer.l.bailey@dos.nh.gov

The State Project Manager


The State shall assign a Project Manager. The State's Project Manager is:

Tahra White, Administrator II
6037311549
Tahra.White@DOS.NH.GOV

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

- a. Leading the Project.

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- b. Engaging and managing all Contractors working on the Project.
- c. Managing significant issues and risks.
- d. Reviewing and accepting Contract Deliverables.
- e. Invoice sign-offs.
- f. Review and approval of Change Orders.
- g. Managing stakeholders' concerns.

8. WORK PLAN

The Contractor's Project Manager and the State Project Manager shall finalize the Agile Work Plan within fourteen (14) days of the Effective Date. The Work Plan will be maintained as a living document and refined throughout the Project in accordance with Agile principles. Development and management of the Work Plan is a joint effort between the Contractor and the State.

The Work Plan will identify the tasks, sprint cycles, Deliverables, major milestones, dependencies, resource allocations (State and Contractor), and the payment schedule. The plan will also define the sequence of iterations, establish the cadence for sprint planning and reviews, and outline the approach for backlog management, acceptance criteria, and release planning.

The Project will be delivered in two primary phases under an Agile delivery model:

Phase 1: Knowledge Testing and Scheduling

This phase includes all requirements gathering, configuration, development, integration, testing, and user validation necessary to deliver the Knowledge Testing and Scheduling components of the Able Assess platform. Work will be executed through iterative sprint cycles, each concluding with a review and demonstration to the State. System Testing will occur concurrently with development.

Major Milestones / Deliverables:

- Sprint Planning, Backlog Creation, and Release Plan
- Knowledge Testing Configuration and Development Sprints
- Scheduling Configuration and Development Sprints
- Iterative Internal Testing and Sprint Demonstrations
- User Acceptance Testing for Knowledge Testing and Scheduling
- Training and Transition Activities for Phase 1 Components
- Phase 1 Go-Live and Production Release


Phase 2: Road Skills Assessment

This phase covers development, integration, testing, and deployment of the Road Skills Assessment functionality. It follows the same Agile cadence used in Phase 1 and begins immediately after Phase 1 development is complete, unless mutually adjusted by the State and Contractor.

Major Milestones / Deliverables:

- Sprint Planning and Updated Backlog

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- Road Skills Configuration and Development Sprints
- Iterative Internal Testing and Sprint Demonstrations
- User Acceptance Testing for Road Skills Assessment
- Training and Transition Activities for Phase 2 Components
- Phase 2 Go-Live and Production Release

Cross-Phase Activities (Occurring Across Both Phases)

- Project Initiation (Kickoff, Charter, Communication Plan, Risk Register, etc.)
- Environment Setup and Architecture Review
- System Testing (integration, performance, security) running in parallel with development
- Ongoing State engagement through sprint demos, backlog refinement, and governance meetings
- Post-Implementation Support and Final Acceptance following each Go-Live

The preliminary Work Plan created by the Contractor and the State is set forth below.

Task Name	Duration	Start	Finish	Predece	Resource Names
Contract Award: Governor & Council Approval (Milestone)	0 days	Fri 2/13/26	Fri 2/13/26		
NH DMV Knowledge & Road Testing Project	123 days	Mon 2/16/26	Wed 8/5/26		
Phase 1: Project Initiation	14.5 days	Mon 2/16/26	Fri 3/6/26		
Phase 2: Plan and Design	72 days	Tue 2/24/26	Wed 6/3/26		
Phase 3: Knowledge Testing Delivery	48 days	Mon 3/16/26	Wed 5/20/26		
Phase 4: User Acceptance Testing (UAT) for Knowledge Testing	15 days	Thu 5/21/26	Wed 6/10/26		
Phase 5: Road Skills Assessment and Scheduling Delivery	30 days	Thu 5/21/26	Wed 7/1/26		
Phase 6: UAT for Road Skills and Scheduling	10 days	Fri 6/5/26	Thu 6/18/26		
Phase 7: System Testing	17 days	Thu 4/9/26	Fri 5/1/26		
Phase 8: Training & Transition	14 days	Fri 6/19/26	Wed 7/8/26		
Phase 9: Production and Go-Live	0 days	Wed 7/8/26	Wed 7/8/26		BTS Release Manager
Phase 10: Post Implementation Support	20 days	Thu 7/9/26	Wed 8/5/26		
Final Acceptance (Milestone)	0 days	Wed 8/5/26	Wed 8/5/26	205	

Phase	Key Deliverables	Major Activities / Milestones	Estimated Duration
Project Initiation	Establish project governance and baseline schedule	Project Kickoff Meeting (M), Project Charter, Preliminary Work Plan, Communications Plan, Change Management Plan, RACI Matrix, and Risk Register	3 Weeks
Plan, Design, and Configuration	Finalize requirements, finalize plans, design architecture, configure environments, and integrations	Requirements Traceability Matrix (RTM), Infrastructure Plan, Deployment Plan, Interface Specification, Data Conversion Plan, Configuration Plan, Business Continuity Plan, Security, Plan, Training Plan, Testing Plan, and End User Support Plan.	~20 Weeks
Development and Internal Testing	Build, integrate, and unit and system test.	Integration, Performance, and Security Testing (M). Data Conversion Software, 3rd Party Testing, and Test In-Bound and Out-Bound Interfaces.	~13 Weeks

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User Acceptance Testing	Execute State-led validation	UAT and Production Testing completed (M). Software installed.	4 Weeks
Training and Transition	Prepare users and administrators to operate the solution.	Training completed (M). Documentation of Operational Procedures and Training Materials.	3 Weeks
Production and	Cut over to production	Go-Live (M). System Cutover	Milestone
Post-Implementation	Stabilization and final acceptance	Final Acceptance (M). Project Exit Meeting.	4 Weeks

9. ACCEPTANCE & TESTING SERVICES

Barrington applies a disciplined, standards-based testing and acceptance framework that ensures every component of the Solution is verified for functionality, performance, security, and compliance prior to production release. The methodology aligns with NIST SP 800-115, ISO 29119, and OWASP principles to guarantee that the deployed system is stable, secure, and fully documented for State acceptance.

SUPPORT FOR USER ACCEPTANCE TESTING (UAT)

Barrington provides comprehensive support before and during UAT to ensure confidence in the Solution:

- **Training Sessions:** Hands-on workshops for State testers covering navigation, test execution, and defect logging in DevOps.
- **User Documentation:** Step-by-step test guides and sample test cases aligned with business scenarios.
- **On-Site / Virtual Assistance:** Dedicated vendor test lead and application SMEs available daily during UAT.
- **Daily Scrum Meetings:** Joint stand-ups to review progress and blockers.
- **Remote Help Desk:** Real-time chat and ticketing via Teams for defect triage and clarification.

Configured software will be delivered in **functional modules**, including Examination, Scheduling, Inspections (Road Tests), Reporting, and Integration. Each module is validated independently. This modular delivery enables parallel testing streams and incremental acceptance.

THREE-LEVEL DEFECT FRAMEWORK

Barrington provides a table below outlining the State’s three-level defect framework and how it aligns with our defect methodology. Defect priority is jointly reviewed during daily test meetings and adjusted by business impact.

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Defect Severity	Description	Priority/Impact	Resolution Target
Critical (1)	Causes system failure or prevents key functionality	High / Blocking	Investigate ≤ 4 hrs: fix ≤ 24 hrs
Major (2)	Impacts important functionality; workaround exists	Medium / Significant	Investigate ≤ 8 hrs: fix ≤ 3 days
Minor (3)	Cosmetic or low-impact issue	Low / Cosmetic	Investigate ≤ 2 days: fix ≤ 10 days

STATE ROLE IN DEFECT CLASSIFICATION AND PRIORITIZATION

The State is an **equal participant** in defect triage.

- Joint review meetings determine severity and business priority.
- The State may escalate issues to “Critical” status if they block essential functions.
- Final acceptance requires all Critical and Major defects resolved or formally deferred by mutual agreement.

DEFECT INVESTIGATION AND RESOLUTION TIMELINES

Barrington will apply the following resolution timelines to manage the defect process.

Defect Severity	Investigation Target	Resolution Target	Deployment Target
Critical (1)	≤ 2 hrs	≤ 8 hrs	≤ 24 hrs
Major (2)	≤ 4 hrs	≤ 24 hrs	≤ 72 hrs
Minor (3)	≤ 8 hrs	≤ 3 days	Next scheduled build

Fixes are deployed to the test environment for immediate retesting; regression testing ensures full stability before sign-off.

MEASURING SYSTEM PERFORMANCE

System performance will be measured and documented using the State’s production-sized data within the Azure test environment prior to go-live. We will adhere to the following process:

1. Simulate concurrent user loads equal to expected peak volumes.

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2. Capture transaction latency, API response times, and database throughput using Azure Application Insights.
3. Validate that results meet or exceed SLA thresholds (< 2 sec for page loads; 99.9 % uptime baseline).
4. Share full performance report with State IT for review and archival.

IN SUMMARY

Barrington's testing and acceptance approach provides comprehensive validation, full transparency, and measurable quality assurance. It combines rigorous industry standards with collaborative processes that engage State testers throughout.

Through automated tooling, structured defect management, and NIST-aligned security verification, Barrington ensures that delivered Solution is fully tested, performance-optimized, secure, and ready for State acceptance, with complete documentation and traceability at every stage.

ASL Deliverable: Prior to Go-Live, Contractor shall deliver ASL support for all knowledge examinations identified by the State, with State acceptance testing confirming conformance with WCAG 2.1 AA equivalent multimedia criteria and functional parity with non-ASL exams.

10. MAINTENANCE, OPERATIONS AND SUPPORT

10.1. System Maintenance

The Contractor shall maintain and support the System in all material respects as described in the Contract, through the Contract Completion Date. 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.

10.2. System Support

The Contractor must perform on-site or remote technical support in accordance with the Contract, including without limitation the requirements, terms, and conditions contained herein.


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:

- a. Class A Deficiencies – The Contractor 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 Contractor shall provide support on-site or with remote diagnostic Services, within four (4) business hours of a request;
- b. Class B & C Deficiencies – The State 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.

10.3. Support Obligations

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.

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The Contractor shall maintain a record of the activities related to Warranty repair or maintenance activities performed for the State.

For all maintenance Services calls, the Contractor shall ensure the following information will be collected and maintained:

- a. nature of the Deficiency.
- b. status of the Deficiency.
- c. action plans, dates, and times.
- d. expected and actual completion time.
- e. Deficiency resolution information.
- f. resolved by.
- g. identifying number i.e. work order number.
- h. issue identified by.

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

- a. mean time between Reported Deficiencies with the Software.
- b. diagnosis of the root cause of the problem.
- c. identification of repeat calls or repeat Software problems.

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 as defined in the P-37 General Provisions, Provision 8, 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.

10.4. Contract Warranties and Representations

System

The Contractor warrants that any Systems provided under this Agreement will operate and conform to the Specifications, terms, and requirements of this Agreement.

Software

The Contractor warrants that any Software provided as part of this Agreement, 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 Software warranty, in addition to all its other remedies at law and in equity, at the State's option the Contractor shall:

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

Compatibility

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

Services

Contractor warrants that all Services to be provided under this Agreement 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.

11. DATA PROTECTION

11.1. Safeguards

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 information. 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 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.
- c. 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.
- d. 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

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Contractor or any party related to the Contractor for subsequent use in any transaction that does not include the State.

- e. The Contractor shall not use any information collected in connection with the service issued from this Contract for any purpose other than fulfilling the service.

11.2. Data Location

The Contractor shall provide its Services to the State and its end users solely from data centers within the Continental United States. All storage, processing and transmission of State data shall be restricted to information technology systems within the Continental United States. The Contractor shall not allow its personnel or sub-contractors to store State data on portable devices, including personal computers, except as specified and allowed by the contract, and then only on devices that are used and kept at its data centers within the Continental United States. The Contractor shall permit its personnel and Contractors to access State data remotely only to provide technical support and as specified or required by the contract.

11.3. Security Incident or Data Breach

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

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.

Security Incident Reporting Requirements: the Contractor shall report a security incident to the State identified contact immediately if it reasonably believes there has been a security incident.

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) immediately notify the appropriate State identified contact and (2) take commercially reasonable and consistent with industry best practices measures to address the data breach in a timely manner.

11.4. Breach Responsibilities

This section only applies when a Data Breach occurs with respect to State data within the possession or control of the Contractor and/or the third-party designee hosting the data as agreed upon by the Contractor and the State.

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.

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:

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- a. cooperate with the State as reasonably requested by the State to investigate and resolve the Data Breach.
- b. promptly implement necessary remedial measures, if necessary.
- c. document responsive actions taken related to the Data Breach, including any post-incident review of events and actions taken to make changes in business practices in providing the services, if necessary.

Unless otherwise stipulated, if a Data Breach is a direct result of the Contractor's breach of its contract obligation or the third-party hosting company to encrypt Personal Data or otherwise prevent its release, the Contractor and/or the third-party hosting company shall bear the costs associated with:

- a. the investigation and resolution of the Data Breach.
- b. notifications to individuals, regulators or others required by State law.
- c. a credit monitoring service required by State (or federal) law.
- d. 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 Institute at the time of the Data Breach.
- e. complete all corrective actions as reasonably determined by the Contractor based on root cause; all [(a) through (e)] subject to this Contract's limitation of liability.

12. SOFTWARE AGREEMENT

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

13. ADMINISTRATIVE SERVICES

The Contract shall provide the State with the Administrative Services set forth in the Contract, and particularly described in Exhibit E: Administrative Services

14. TRAINING

TRAINING PLAN METHODOLOGY

Barrington will develop the NH DMV Training Program using the Instructional System Design (ISD) methodology, a widely accepted, outcome-based approach that incorporates proven teaching strategies and adult learning principles. Specifically, we will apply the ADDIE model (Analysis, Design, Develop, Implement, Evaluate) as a flexible framework tailored to the needs of NH DMV and aligned with the current phase of the project.

During the Development Phase, Barrington will collaborate with NH DMV to create training materials that reflect existing documentation and maintain consistency across user-facing content. Deliverables will be provided in both editable formats (e.g. MS Word, PowerPoint) and final formats (PDF) to support future updates and distribution.

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Key activities include:

- Creating and reviewing the table of contents for user guides and manuals with key stakeholders.
- Developing the user guide based on approved test cases, with periodic stakeholder reviews.
- Producing cheat sheets for key processes, customized by user role.
- Finalizing the training plan and agenda to support implementation.
- Conducting a comprehensive review of draft materials, followed by finalization and delivery.

This structured approach ensures that training materials are accurate, accessible, and aligned with NH DMV’s operational goals.

TRAINING PLAN PARTICIPATION OPTIONS

Able Assess offers a tiered training model designed to accommodate diverse learning styles and scheduling needs. The program combines:

- Instructor-Led Sessions: Delivered by experienced implementation specialists with deep knowledge of the platform’s assessment, scheduling, and administrative modules.
- Virtual Learning: Live remote sessions that provide interactive instruction and real-time Q&A.
- Self-Paced Resources: On-demand materials including guides, videos, and reference sheets that users can access at their convenience.

This flexible approach ensures that NH DMV staff receive comprehensive, role-based training that supports both initial onboarding and long-term proficiency with the Able Assess platform.

TRAINING DOCUMENTATION

Able Assess provides comprehensive documentation and user-assistance resources developed in alignment with Microsoft’s best-practice documentation standards. These materials are designed to support users across all roles and are regularly updated to reflect new functionality introduced in quarterly releases.

15. MERCHANT CARD SERVICES

Not Applicable

16. TERMS AND DEFINITIONS

Terms and Definitions applicable to this Contract are identified in Exhibit F: Terms and Definitions.

17. CONTRACTOR’S CERTIFICATES

Required Contractor Certificates are attached in Exhibit G.

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EXHIBIT C – PRICE AND PAYMENT SCHEDULE**

EXHIBIT C – PRICE AND PAYMENT SCHEDULE

The terms outlined in the Payment Schedule is set forth below:

1. CONTRACT PRICE

Notwithstanding any provision in the Contract to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments made by the State exceed the amount indicated in P-37 General Provisions - Block 1.8: Price Limitation. The payment by the State of the total Contract price shall be the only, and the complete reimbursement to the Contractor for all fees and expenses, of whatever nature, incurred by the Contractor in the performance hereof.

2. TRAVEL EXPENSES

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. The Contractor must assume all travel and related expenses incurred by Contractor in performance of its obligations. All labor rates in this Agreement will be considered “Fully Loaded,” including, but not limited to: meals, hotel/housing, airfare, car rentals, car mileage, and any additional out of pocket expenses.

3. SHIPPING FEES

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

4. INVOICING

The Contractor shall submit correct invoices to the State for all amounts to be paid by the State. All invoices submitted shall be subject to the State’s prior written approval, which shall not be unreasonably withheld. The Contractor shall only submit invoices for Services or Deliverables as permitted by the Contract and identified in the Payment Schedule below. Invoices must be in a format as determined by the State and contain detailed information, including without limitation: itemization of each Deliverable and identification of the Deliverable for which payment is sought, and the Acceptance date triggering such payment; date of delivery and/or installation; monthly maintenance charges; any other Project costs or retention amounts if applicable.

Upon Acceptance of a Deliverable, and a properly documented and undisputed invoice, the State will pay the correct and undisputed invoice within thirty (30) days of invoice receipt. Invoices will not be backdated and shall be promptly dispatched.

Invoices shall be sent to:

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New Hampshire Department of Safety
Division of Motor Vehicles
33 Hazen Drive
Concord, NH 03305

5. PAYMENTS

Payments shall be made via ACH. Enroll with the State Treasury for ACH payments.

6. OVERPAYMENTS TO THE CONTRACTOR

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

7. CREDITS

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

8. PROJECT HOLDBACK

The State shall withhold ten percent (10%) of the price for each Deliverable, except Software License fees, as set forth in the Payment Table, until successful conclusion of the Warranty Period.

9. PAYMENT SCHEDULE

9.1. Contract Type

This is a Not to Exceed Contract. The total Contract value is indicated in P-37 General Provisions - Block 1.8: Price Limitation for the period between the Effective Date through date indicated in P-37 General Provisions - Block 1.7: Completion Date. The Contractor shall be responsible for performing its obligations in accordance with the Contract. This Contract will allow the Contractor to invoice the State for the following activities, Deliverables, or milestones appearing in the price and payment tables below.

9.2. Activities / Deliverables / Milestones Pricing

ITEM #	ACTIVITY, DELIVERABLE, OR MILESTONE	DELIVERABLE TYPE	PRICE
1	Conduct Project Kickoff Meeting	Non-Software	\$ 2,500.00

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2	Work Plan	Written	\$ 14,250.00
3	Project Status Reports	Written	\$ 14,250.00
4	Infrastructure Plan, including Desktop and Network Configuration Requirements	Written	\$ 5,250.00
5	Security Plan	Written	\$ 2,500.00
6	Communications and Change Management Plan	Written	\$ 3,750.00
7	Software Configuration Plan	Written	\$ 11,750.00
8	Systems Interface Plan and Design/Capability	Written	\$ 6,900.00
9	Testing Plan	Written	\$ 11,250.00
10	Data Conversion Plan and Design	Written	\$ 10,500.00
11	Deployment Plan	Written	\$ 7,000.00
12	Comprehensive Training Plan and Curriculum	Written	\$ 23,500.00
13	End User Support Plan	Written	\$ 5,000.00
14	Business Continuity Plan	Written	\$ 5,000.00
15	Documentation of Operational Procedures	Written	\$ 17,500.00
16	Provide Software Licenses if needed	Written	\$ -
17	Provide Fully Tested Data Conversion Software	Software	\$ -
18	Provide Software Installed, Configured, and Operational to Satisfy State Requirements	Software	\$ -
19	Conduct Integration Testing	Non-Software	\$ 12,000.00

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20	Conduct User Acceptance Testing	Non-Software	\$ 35,500.00
21	Perform Production Tests	Non-Software	\$ 4,500.00
22	Test In-Bound and Out-Bound Interfaces	Software	\$ 3,500.00
23	Conduct System Performance (Load/Stress) Testing	Non-Software	\$ 33,000.00
24	Certification of 3rd Party Pen Testing and Application Vulnerability Scanning.	Non-Software	\$ 15,000.00
25	Converted Data Loaded into Production Environment	Software	\$ 104,500.00
26	Provide Tools for Backup and Recovery of all Applications and Data	Software	\$ -
27	Conduct Training	Non-Software	\$ 14,750.00
28	Cutover to New Software	Non-Software	\$ 3,500.00
29	Provide Documentation	Written	\$ 21,000.00
30	Execute Security Plan	Non-Software	\$ 42,250.00
31	Conduct Project Exit Meeting	Non-Software	\$ 2,500.00
			\$ 432,900.00

9.3. Hardware Pricing

ITEM	HARDWARE ITEM	ONE TIME PRICE
1	Headphones	\$ 3,000.00
2		

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3		
Total		\$ 3,000.00

9.4. Software Operations, Maintenance and Support Pricing

SOFTWARE NAME	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	YEAR 6*	YEAR 7*
Test Cost Per	\$ 221,598.00	\$ 233,321.00	\$ 245,425.00	\$ 257,920.00	\$ 270,816.00	\$ 284,125.00	\$ 297,858.00
Total	\$ 221,598.00	\$ 233,321.00	\$ 245,425.00	\$ 257,920.00	\$ 270,816.00	\$ 284,125.00	\$ 297,858.00
					\$ 1,229,080.00		

9.5. Other Cost Pricing

OTHER PRICE DESCRIPTION	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
PM	\$ 80,000.00				
Materials	\$ 2,500.00				
Total	\$ 82,500.00	\$ -	\$ -	\$ -	\$ -
					\$ 82,500.00

9.6. Implementation Pricing Summary

Pricing TABLE#	PRICE TYPE	TOTAL PRICE
1	Activities/Deliverables/Milestones Pricing (Total from Activity/Deliverables/Milestones Pricing Worksheet)	\$ 432,900.00

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2	Hardware Pricing (Total from Hardware Pricing Worksheet)	\$ 3,000.00
3	Software Operations, Maintenance, and Support Pricing (Total from Software Operations, Maintenance, and Support Pricing Worksheet)	\$ 221,598.00
4	Other Pricing (Total from Other Pricing Worksheet)	\$ 82,500.00
	TOTAL	\$ 739,998.00

9.7. Contractor Staff, Resource Hours and Rates Worksheet

Vendor Role	Name	Planning and Project Management	Installation and Testing	System Deployment	Ongoing Operations	Hourly Rate	Hours x Rate
Project Manager	Steve Purdy	733.0	37.5	37.5	0.0	\$160.00	\$129,280.00
Business Analyst	Andrew Goodwin	321.5	50.0	135.0	0.0	\$160.00	\$81,040.00
Solution Architect	Steve Lanteigne	213.5	75.0	197.0	0.0	\$160.00	\$77,680.00
Developer	Craig Robinson	92.0	217.5	440.0	0.0	\$140.00	\$104,930.01
Developer	Jon Bye	88.0	214.0	447.5	0.0	\$140.00	\$104,930.00
Totals	-	1448.0	594.0	1257.0	0.0	\$760.00	\$288,000.00

Please note that the ongoing operations is included in 9.4.

9.8. Future Contractor Rates Worksheet

The State may request additional Services from the Contractor. The State and Contractor agree to the following rates in the event the contract is extended as described in P-37 General Provisions, Section 3 Effective Date/Completion of Services.

Vendor Role	SFY 26	SFY 27	SFY 28	SFY 29	SFY 30	*SFY 30	*SFY 31
Project Manager	\$160.00	\$173.00	\$182.00	\$191.00	\$201.00	\$211.00	\$221.00

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Business Analyst	\$160.00	\$173.00	\$182.00	\$191.00	\$201.00	\$211.00	\$221.00
Solution Architect	\$160.00	\$173.00	\$182.00	\$191.00	\$201.00	\$211.00	\$221.00
Developer	\$140.00	\$147.00	\$154.00	\$162.00	\$170.00	\$179.00	\$188.00
TOTALS	\$620.00	\$666.00	\$700.00	\$735.00	\$773.00	\$812.00	\$851.00

9.9. Language Implementation Pricing Worksheet

LANGUAGE IMPLEMENTATION PRICING WORKSHEET

PRICING TABLE*	LANGUAGE	TOTAL PRICE
1	Any language (project costs)	\$40,000
2	Any language (annual ongoing operational costs).	\$3,000
TOTALS		\$43,000*

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EXHIBIT D – SOFTWARE LICENSE AGREEMENT

EXHIBIT D – SOFTWARE LICENSE AGREEMENT

The terms outlined in the Software License Agreement are set forth below:

1. License Grant

During the Subscription Term, the State will receive a nonexclusive, non-assignable, royalty free, worldwide right to access and use the Software solely for the State's internal business operations subject to the terms of the Contract and up to the number of licenses documented in the Contract.

The Parties acknowledge that this Contract is a services agreement and Contractor will not be delivering copies of the Software to Customer as part of the Contract.

2. Software Title

Title, right, and interest (including all ownership and intellectual property rights) in the Software provided under this agreement, and its associated documentation, shall remain with the Contractor.

3. Software and Documentation Copies

Contractor shall provide the State with one (1) electronic version (Microsoft Word and PDF format) of the Software's associated Documentation. The State shall have the right to copy the Software and its associated Documentation within its possession for its internal business needs. To the extent that the State does not have possession of the Software, Contractor shall provide a copy of the Software and associated Documentation upon request. The State agrees to include copyright and proprietary notices provided to the State by the Contractor on such copies.

4. Restrictions

Except as otherwise permitted under the Contract, the State agrees not to:

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


5. Viruses

Contractor shall provide Software that is free of viruses, destructive programming, and mechanisms designed to disrupt the performance of the Software in accordance with the Specifications. As a part of its internal development process, Contractor will use reasonable efforts to test the Software for viruses.

6. Audit

Upon forty-five (45) days written notice, Contractor may audit the State's use of the programs at Contractor's sole expense. The State agrees to cooperate with Contractor's audit and provide reasonable assistance and access to information. Any audit of State use shall be limited to license utilization data and system logs reasonably necessary to verify license compliance; shall occur on site or remotely at

Page 69 of 82

Contractor Initials: 

Date: 5/8/26

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY, DIVISION OF MOTOR VEHICLES
DOS 2026-023 AUTOMATED DRIVER LICENSE TESTING SOFTWARE AGREEMENT
EXHIBIT D – SOFTWARE LICENSE AGREEMENT**

mutually agreed times; and shall exclude personally identifiable information, driver data, or confidential records except as legally permitted. No production disruption permitted. The State agrees that Contractor shall not be responsible for any of the State's reasonable costs incurred in cooperating with the audit. Notwithstanding the foregoing, Contractor's audit rights are subject to applicable State and federal laws and regulations.

7. Software Non-Infringement

Contractor warrants that it has good title to, or the right to allow the State to use all Services, equipment, and Software, including any and all component parts thereof such as third-party software or programs that may be embedded in the Software ("Contracted Resources") 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.

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

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

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

If Contractor believes or it is determined that any of the Contracted Resources may have violated someone else's intellectual property rights, Contractor may choose to either modify the Contracted Resources to be non-infringing or obtain a license to allow for continued use, or if these alternatives are not commercially reasonable, Contractor may end the license, and require return of the applicable Contracted Resources and refund all fees the State has paid Contractor under the Contract.


8. Control of All Component Elements

Contractor acknowledges and agrees that it is responsible for maintaining all licenses or permissions to use any third-party software, equipment, or services that are component parts of any deliverable provided under this agreement for the entire term of the contract. Nothing within this provision shall be construed to require Contractor to maintain licenses and permissions for Software acquired by the State directly or through third parties, which may be integrated with the Contractor's deliverables.

9. Custom Software

Should any custom source code be developed, Contractor shall provide the State with a copy of the source code, 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.

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Contractor Initials: 

Date: 5/8/26

STATE OF NEW HAMPSHIRE
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DOS 2026-023 AUTOMATED DRIVER LICENSE TESTING SOFTWARE AGREEMENT
EXHIBIT D – SOFTWARE LICENSE AGREEMENT

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**STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY, DIVISION OF MOTOR VEHICLES
DOS 2026-023 AUTOMATED DRIVER LICENSE TESTING SOFTWARE AGREEMENT
EXHIBIT E – ADMINISTRATIVE SERVICES**

EXHIBIT E – ADMINISTRATIVE SERVICES

1. 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:

Table E: Dispute resolution responsibility and schedule

Level	Contractor Point of Contact (POC)	State Point of Contact (POC)	Cumulative Allotted Time
First	Steve Purdy, Project Manager Ph: (215) 431-6422 spurdy@barringtonts.com	Jennifer L. Bailey, Project Manager Ph:(603)227-4050 Jennifer.l.bailey@dos.nh.gov	5 Days
Second	Steve Purdy, Partner Ph: (215) 431-6422 spurdy@barringtonts.com	John C. Marasco, Project Sponsor Ph: (603)227-4050 john.c.marasco@dos.nh.gov	10 Days
Third	Andrew Goodwin, Partner Ph: (902) 293-7132 agoodwin@barringtonts.com	Robert L. Quinn, Commissioner Ph: (603)223-3889 robert.l.quinn@dos.nh.gov	15 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.

2. ACCESS AND COOPERATION

Subject to the terms of this Agreement and applicable laws, regulations, and policies, the State will provide the Contractor with access to all program files, libraries, personal computer-based Systems, Software packages, Network Systems, security Systems, and hardware as required to complete the contracted Services.

3. RECORD RETENTION

Contractor and its Subcontractors shall maintain all Project records including but not limited to 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. 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)

**STATE OF NEW HAMPSHIRE
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EXHIBIT E – ADMINISTRATIVE SERVICES**

year following the termination of all litigation, including the termination of all appeals or the expiration of the appeal period.

Upon prior notice and subject to reasonable time frames, all such records shall be subject to inspection, examination, audit and copying by personnel so authorized by the State and federal officials so authorized by law, rule, regulation or Contract, as applicable. Access to these items shall be provided within Merrimack County of the State of New Hampshire, unless otherwise agreed by the State. Delivery of and access to such records shall be at no cost to the State during the 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. Contractor shall include the record retention and Review requirements of this section in any of its subcontracts.

4. ACCOUNTING

Contractor shall maintain an accounting System in accordance with Generally Accepted Accounting Principles (GAAP). The costs applicable to the Contract shall be ascertainable from the accounting System.

5. 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.

6. MISCELLANEOUS WORK REQUIREMENTS

6.1. Access to State Systems

In consideration for receiving access to and use of the computer facilities, network, licensed or developed software, software maintained or operated by any of the State entities, systems, equipment, Documentation, information, reports, or data of any kind (hereinafter "Information"), Contractor understands and agrees to abide by all policy and procedures documented in the New Hampshire Statewide Information Security Manual (available on request) or derivatives and the following rules:

6.2. Computer Use

Every Authorized User has the responsibility to assure the protection of information from unauthorized access, misuse, theft, damage, destruction, modification, or disclosure.

That information shall be used solely for conducting official State business, and all other use or access is strictly forbidden including, but not limited to, personal, or other private and non-State use and that at no time shall Contractor access or attempt to access any information without having the express authority to do so.

That at no time shall Contractor access or attempt to access any information in a manner inconsistent with the approved policies, procedures, and /or agreements relating to system entry/access.

That all software licensed, developed, or being evaluated by the State cannot be copied, shared, distributed, sub-licensed, modified, reverse engineered, rented, or sold, and that at all times Contractor must use utmost care to protect and keep such software strictly confidential in accordance with the license or any other agreement executed by the State. Only equipment or software owned, licensed, or being evaluated by the State, can be used by Contractor Personal software (including but not limited to palmtop sync software) shall not be installed on any equipment.

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY, DIVISION OF MOTOR VEHICLES
DOS 2026-023 AUTOMATED DRIVER LICENSE TESTING SOFTWARE AGREEMENT
EXHIBIT E – ADMINISTRATIVE SERVICES**

That if Contractor is found to be in violation of any of the above-stated rules, the Contractor may face default and termination under the Agreement and the individual may face removal from the State Contract, and/or criminal or civil prosecution, if the act constitutes a violation of law.

That computer use shall follow the State standard policy (Statewide Computer Use Policy is available upon request)

6.3. Email Use

Email and other electronic communication messaging systems are State of New Hampshire property and are to be used for business purposes only. Email is defined as “internal email systems” or “State-funded email systems.” Contractor understands and agrees that use of email shall follow State standard policy (Statewide Computer Use Policy is available upon request).

6.4. Internet/Intranet Use

The Internet/Intranet is to be used for access to and distribution of information in direct support of the business of the State of New Hampshire according to State standard policy (Statewide Computer Use Policy is available upon request).

6.5. State Website Copyright

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

6.6. Workplace Hours

Unless otherwise agreed to by the State, the Contractor's personnel shall work forty (40) hour weeks between the hours of 8 am and 5 pm (Eastern Time), excluding State of New Hampshire holidays. Changes to this Schedule may be made upon agreement with the State Project Manager.

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**STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY, DIVISION OF MOTOR VEHICLES
DOS 2026-023 AUTOMATED DRIVER LICENSE TESTING SOFTWARE AGREEMENT
EXHIBIT F – TERMS AND DEFINITIONS**

EXHIBIT F – TERMS AND DEFINITIONS

The following general contracting terms and definitions apply except as specifically noted elsewhere in this Contract.

TERM	DEFINITION
AAMVA	American Association of Motor Vehicle Administrators
Acceptance	Notice from the State that a Deliverable has satisfied Acceptance Test or Review.
ADLT	Automated Driver License Test
CDL	Commercial Driver’s License
Commercial Off-The-Shelf Software	Software that is purchased from a vendor and is ready for use with little or no change.
Confidential Information	<p>Information required to be kept Confidential and restricted from unauthorized disclosure under the Contract. “Confidential Information” or “Confidential Data” means all private/restricted confidential information disclosed by one party to the other.</p> <p>Confidential Information includes any and all information owned or managed by the State of New Hampshire, of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes but is not limited to Personal Health Information (PHI), Personally Identifiable Information (PII), Personal Financial Information (PFI), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.</p>
Data	State records, files, forms, electronic information and other documents or information, in either electronic or paper form, that will be used /converted by the Contractor during the contract term.

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DEPARTMENT OF SAFETY, DIVISION OF MOTOR VEHICLES
DOS 2026-023 AUTOMATED DRIVER LICENSE TESTING SOFTWARE AGREEMENT
EXHIBIT F – TERMS AND DEFINITIONS**


Data Breach	Data Breach means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for other than authorized purposes have access or potential access to personally identifiable information, whether physical or electronic. Regarding Protected Health Information, “Data Breach” shall have the same meaning as the term “Breach” in section 164.402 of Title 45, Code of Federal Regulations.
Deficiency (-ies)/Defects	A failure, shortcoming or error in a Deliverable resulting in a Deliverable, the Software, or the System, not conforming to its Specifications.
Deliverable	Any written, software, or non-software item (letter, report, manual, book, code, or other) provided by the Contractor to the State or under the terms of a Contract requirement.
Documentation	All information that describes the installation, operation, and use of the Software, either in printed or electronic format.
Enhancements	Updates, additions, modifications to, and new releases for the Software or System, and all changes to the Documentation as a result of improvement in quality, value, or extent.
FMCSA	Federal Motor Carrier Safety Administration
Hosted Services	Applications, IT infrastructure components or functions that organizations access from external service providers, typically through an internet connection.
Hosted System	The combination of hardware, software and networking components used by the Application Service Provider to deliver the Hosted Services.
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.

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EXHIBIT F – TERMS AND DEFINITIONS**

Infrastructure as a Service (IaaS)	The Contractor is responsible for ownership and management of the hardware that support the software, including servers, networking and storage.
MSF	Motorcycle Safety Foundation
Non-Public Information	Information, other than Personal Information, 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.
Open-Source Software	Software that guarantees the user unrestricted use of the Software as defined in RSA chapter 21-R:10 and RSA chapter 21-R:11.
Operational	Operational means that the System is ready for use 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 Acceptance.
Personal Information	“Personal Information” (or “PI”) or “Personally Identifiable Information” (PII) means information which can be used to distinguish or trace an individual’s identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother’s maiden name, etc.
Project	The planned undertaking regarding the entire subject matter of an RFP and Contract and the activities of the parties related hereto.
Proposal	A written plan put forth by a Vendor for consideration in response to a solicitation by the State.
Security Incident	“Security Incident” shall have the same meaning “Computer Security Incident” in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.
Services	The work or labor to be performed by the Contractor on the Project as described in a contract.

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EXHIBIT F – TERMS AND DEFINITIONS**

Software	All Custom, SAAS and COTS Software provided by the Contractor under the Contract.
Software Deliverables	All Custom, SAAS and COTS Software and Enhancements.
Software License	Licenses provided to the State under this 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.
Solution	A proposed set of Software and Services addressing the requirements and terms of the RFP or sole source project.
Specifications	Written details that set forth the requirements which include, without limitation, the 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 herein.
State Data	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 (SFY) runs from July 1 of the preceding calendar year through June 30 of the applicable calendar year.
Subcontractor	A person, partnership, or company not in the employment of, or owned by, the Contractor which is performing Services under this Contract under a separate Contract with or on behalf of the Contractor.

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 Contractor Initials: 
 Date: 5/8/26

**STATE OF NEW HAMPSHIRE
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EXHIBIT F – TERMS AND DEFINITIONS**

Support Services	The maintenance and technical support services provided by Contractor to the State during the Term of the Contract.
System	All Software, specified hardware, interfaces and extensions, integrated and functioning together in accordance with the Specifications.
Term	Period of the Contract from the Effective Date through the Completion Date identified in the P-37 General Provisions or termination.
Vendor/Contracted Vendor	The company whose Proposal or quote was awarded a 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.
VISION	Vehicle Information System In an Online Network (VISION) is the NH DMV's system of record.
Warranty	The conditions under, and period during, which the Contractor will repair, replace, or other compensate for, the defective item without cost to the buyer or user. It also delineates the rights and obligations of both parties in case of a claim or dispute.
Warranty Period	A period of coverage during which the Contractor is responsible for providing a guarantee for products and Services delivered as defined in the Contract.
Work Plan	Documentation that details the 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 B: Business/Technical Requirements and Deliverables. 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.

EXHIBIT G – ATTACHMENTS AND CONTRACTOR CERTIFICATES

1. ATTACHMENTS

Attachment 1 - Business and Technical Requirements (if including as an attachment rather than inserting directly into Exhibit B)

Attachment 2 - Agency Compliance Documents

2. CONTRACTOR CERTIFICATES

- a. Certification Regarding Lobbying
- b. Certification Regarding Debarment and Suspension
- c. Contractor's Certificate of Good Standing
- d. Contractor's Certificate of Vote/Authority
- e. Contractor's Certificate of Insurance

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EXHIBIT G – ATTACHMENTS AND CONTACTOR CERTIFICATES**

CERTIFICATION REGARDING LOBBYING

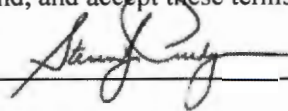
The undersigned certifies, to the best of his or her knowledge and belief, that:

- a. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any State or Federal Agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any federal loan, the entering into any cooperative agreement, and the extension, continuation, renewal amendment, or modification of any Federal contract grant, loan, or cooperative agreement.
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any State or Federal Agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit the "Disclosure of Lobbying Activities" form in accordance with its instructions.
- c. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making and entering into this transaction imposed by 31 U.S.C. § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

I acknowledge, understand, and accept these terms and conditions:

Contractor Signature: _____



Date: 5/8/26



**STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY, DIVISION OF MOTOR VEHICLES
DOS 2026-023 AUTOMATED DRIVER LICENSE TESTING SOFTWARE AGREEMENT
EXHIBIT G – ATTACHMENTS AND CONTACTOR CERTIFICATES**

CERTIFICATE REGARDING DEBARMENT, SUSPENSION, AND OTHERS


Certification Regarding Debarment, Suspension, and Other Responsibility Matters –

Primary Covered Transactions.

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and all its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification and
 - d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this agreement.

I acknowledge, understand, and accept these terms and conditions:

Contractor Signature:  Date: 5/8/26

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Contractor Initials: 
Date: 5/8/26

State of New Hampshire

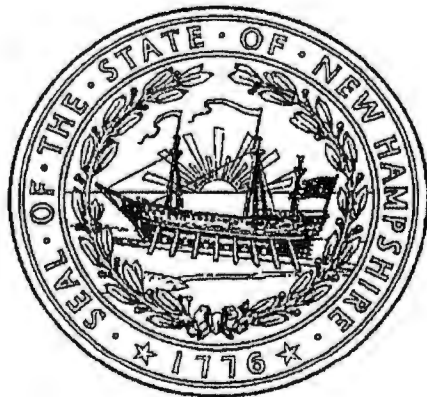
Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that BARRINGTON TRANSFORMATION SERVICES INC is a Massachusetts Profit Corporation registered to transact business in New Hampshire on April 29, 2026. 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: 1026390

Certificate Number : 0007921853



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 29th day of April A.D. 2026.

A handwritten signature in black ink, appearing to read "D. Scanlan", is written over a faint circular stamp.

David M. Scanlan
Secretary of State

Certificate of Authority # 1 Corporate (updated 07_01_2020)

(Corporation, Non-Profit Corporation)

Corporate

I, Andrew Goodwin, hereby certify that I am duly elected Officer of *Barrington Transformation Services*. I hereby certify the following is a true copy of a vote taken at a *Barrington Transformation Services* meeting of the Board of Directors/shareholders, duly called and held on 2 February, 2024 at which a quorum of the Directors/shareholders were present and voting.

VOTED: That Andrew Creaser (President), Andrew Goodwin (Vice President) or Steven Purdy (Director) is duly authorized to enter into contracts or agreements on behalf of *Barrington Transformation Services* with the State of New Hampshire and any of its agencies or departments and further is authorized to execute any documents which may in his/her judgment be desirable or necessary to effect the purpose of this vote.

I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of the date of the contract to which this certificate is attached. This authority **remains valid for thirty (30)** days from the date of this Corporate Resolution. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person(s) listed above currently occupy the position(s) indicated and that they have full authority to bind the corporation. To the extent that there are any limits on the authority of any listed individual to bind the corporation in contracts with the State of New Hampshire, all such limitations are expressly stated herein.

DATED: 8 April, 2026

ATTEST:



Andrew Goodwin, Vice President



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/14/2026

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 Hiscox Inc. 5 Concourse Parkway Suite 2150 Atlanta GA, 30328	CONTACT NAME: PHONE (A/C, No, Ext): (888) 202-3007		FAX (A/C, No):
	E-MAIL ADDRESS: contact@hiscox.com		
INSURED Barrington Transformation Services, Inc. 49 Canal Run West Washington Crossing, PA 18977	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Hiscox Insurance Company Inc		10200
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		P103.004.250.3	02/20/2026	02/20/2027	EACH OCCURRENCE \$ 1,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000						
							MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COM/PO/AGG \$ S/T Gen. Agg.
							\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$
							AGGREGATE \$
							\$
	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				PER STATUTE OTH-ER
			N/A				E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$
A	Cyber and Data Risk	Y		P103.004.251.3	02/20/2026	02/20/2027	Each Claim: \$ 250,000
A	Professional Liability	Y		P103.004.249.3	02/20/2026	02/20/2027	Aggregate: \$ 250,000 Each Claim: \$ 1,000,000 Aggregate: \$ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

N.H. Department of Safety, its officers directors, agents, board members, affiliates, subsidiaries, officials, trustees, employees and volunteers are additionally insured on this policy per its terms and conditions.

CERTIFICATE HOLDER

N.H. Department of Safety
 33 Hazen Drive
 Concord, New Hampshire 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

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/15/2026

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

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

PRODUCER SUTHERLAND GLOBAL SERVICES INC/PHS 76251058 175 SULLY'S TRAIL SUITE 301 PITTSFORD NY 14534	CONTACT NAME:	
	PHONE (855) 740-2345 (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A : Hartford Insurance Company of Illinois	NAIC# 38288
INSURED BARRINGTON TRANSFORMATION SERVICES, INC. 49 CANAL RUN W WASHINGTON CROSSING PA 18977-1155	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/Y YYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> AUTOS						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	UMBRELLA LIAB EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED 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	Y/N	N/A	76 WEC BD9TR0	02/19/2026	02/19/2027	<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

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Those usual to the Insured's Operations.

CERTIFICATE HOLDER NH DEPARTMENT OF SAFETY 33 HAZEN DR CONCORD NH 03305-0011	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>Susan J. Castaneda</i>
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