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State of New Hampshire

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

EDDIE EDWARDS
ASSISTANT COMMISSIONER

STEVEN R. LAVOIE
ASSISTANT COMMISSIONER

ROBERT L. QUINN
COMMISSIONER

December 11, 2023

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

REQUESTED ACTION

Authorize the Department of Safety, Division of Motor Vehicles to enter into a contract with Idemia Identity & Security USA LLC (VC#290813-B001), Bedford, MA 01730, in an amount not to exceed \$4,933,920.00 to implement a driver and non-driver credential fulfillment system effective upon Governor and Executive Council approval through December 31, 2028 with an option to renew at the State's discretion for up to an additional two years. 100% Agency Income.

Funds are available in the SFY2024 and SFY2025 budget with the ability to adjust encumbrances between State Fiscal Years through the Budget Office, if needed and justified. Funding is contingent upon the availability and continued appropriations in SFY 2026 through SFY 2028.

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

<u>SFY 2024</u>	<u>SFY 2025</u>	<u>SFY 2026</u>	<u>SFY 2027</u>	<u>SFY 2028</u>	<u>Total</u>
\$100,000.00	\$1,492,400.00	\$1,113,840.00	\$1,113,840.0	\$1,113,840.00	\$4,933,920.00

EXPLANATION

This contract will allow the New Hampshire Department of Safety, Division of Motor Vehicles to replace its existing card production environment with a full set of services that will capture images, produce AAMVA (American Association of Motor Vehicle Administrators) compliant credentials and temporary cards, integrate with NH DMV's system of record, VISION, and provide support for the workstations and central production environment. Under this contract, the Vendor is responsible for all aspects of the workstations, including, but not limited to hardware and software architecture, software configuration and code modification to meet functional and technical requirements, installation, configuration, testing, application security, and tuning and system implementation.

Pricing of this contract is calculated on a per card basis. Card production is estimated at 364,000 cards per year. The Implementation process may cross SFY 2024 and into SFY 2025. Following implementation, card pricing will be \$4.10 per card and reduced to \$3.06 for SFY 2026 through SFY 2028.

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
December 11, 2023
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The Division of Motor Vehicles released a Request for Proposals (RFP 2023-004) to the State of New Hampshire procurement website on April 14, 2023, with proposals due no later than June 16, 2023. A vendor conference was held on April 21, 2023 with two vendors attending. As a result of the RFP and the vendor conference, two vendors submitted proposals by the submission deadline which were scored. Idemia Identity & Security USA LLC was selected as the highest scoring proposal.

Respectfully submitted,



Robert L. Quinn
Commissioner of Safety

RFP Final Scoring Summary
Project Name: Credential Fulfillment System 2023-004

Evaluation Factor	Received Proposals				
	Idemia		Thales		
Adherence to Mandatory Requirements (Pass/Fail)	Pass		Pass		
	Points Distribution	Average Ranking	Point Score	Average Ranking	Point Score
<i>Proposed System and Services to be Provided:</i>					
General Requirements	150	3.57	107	3.43	103
Image Capture Workstation	150	4.17	125	3.07	92
Card Design Requirements	150	3.65	110	3.55	107
Integration and Security	150	3.65	110	3.25	98
Subtotal: Proposed System and Services to be Provided	600		451		399
Technical, Service and Project Management Approach:	25	3.40	17	3.20	11
Vendor Company & Staff Qualifications	75	3.90	58.50	2.90	43.50
Technical Proposal Score	700		526.50		453.38
		3.72		3.23	
Proposal Cost	300	\$ 6,435,520.00		\$ 5,187,000.00	Lowest Cost \$5,187,000.00
(lowest proposed cost/vendor's proposed cost) X maximum allocated points for proposal cost			241.80		300.00
Total Score	1000		768.30		753.38

Score Calculation: The Total Possible Score of 100 points is distributed to the Evaluation Factors as shown above. Each Evaluation Factor is ranked on a scale of 0 to 5, as defined below, by each scoring team member. Team member rankings are then averaged for each Vendor on the Ranking Summary Worksheet and shown as the Average Ranking on the Final Scoring Summary above. The Average Ranking as a percent of the maximum ranking (Five) is used to calculate the Point Score for each Evaluation Factor.

Rankings 0 to 5 are defined below:

- 0 Mandatory requirements planned in a future release. Requires significant changes to business processes.
- 1 Well below average, meets mandatory requirements with significant customization or workarounds.
- 2 Slightly below average, meets mandatory requirements with minimal customization or workarounds.
- 3 Average, meets mandatory requirements without significant customization or workarounds.
- 4 Above average, mandatory requirements met without significant customization and meets many preferred requirements.
- 5 Outstanding, meets mandatory requirements, most preferred requirements and many added optional features that would benefit the business.

Ranking Summary

Project Name: Credential Fulfillment System 2023-004

Average of Individual Scores

Evaluation Factors:

Platform and Services to be Provided:

General Requirements

Image Capture Workstation

Card Design Requirements

Integration and Security

Technical, Service and Project Management:

Company and Staffing Qualifications:

Vendor Proposals	
Idemia	Thales
3.57	3.43
4.17	3.07
3.65	3.55
3.65	3.25
3.40	3.20
3.90	2.90

Average: 3.72 3.23



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

Denis Goulet
Commissioner

December 1, 2023

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 Idemia Identity & Security USA LLC, as described below and referenced as DoIT No. 2023-087.

The purpose of this request is to provide the New Hampshire Department of Safety, Division of Motor Vehicles with a replacement to its existing card production environment with a full set of services that will capture images, produce AAMVA (American Association of Motor Vehicle Administrators) compliant credentials and temporary cards, integrate with NH DMV's system of record, VISION, and provide support for the workstations and central production environment.

The Total Price Limitation will be \$4,933,920.00 effective upon Governor and Council approval through December 31, 2028.

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

Sincerely,

Denis Goulet

DG/RA
DoIT #2023-087

cc: Ron Reed, IT Manager

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STATE OF NEW HAMPSHIRE

Department of Safety, Division of Motor Vehicles:
Credential Fulfillment System:
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FORM NUMBER P-37 (version 2/23/2023)

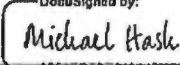
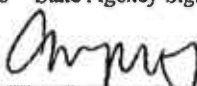
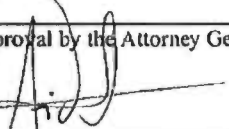
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

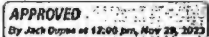
1. IDENTIFICATION.

1.1 State Agency Name <p style="text-align: center;">NH Department of Safety Division of Motor Vehicles (NH DMV)</p>		1.2 State Agency Address <p style="text-align: center;">33 Hazen Drive Concord, NH 03305</p>	
1.3 Contractor Name <p style="text-align: center;">Idemia Identity & Security USA LLC (IDEMIA USA)</p>		1.4 Contractor Address <p style="text-align: center;">14 Crosby Drive, Suite 200 Bedford, MA 01730</p>	
1.5 Contractor Phone Number <p style="text-align: center;">(978) 215-2414</p>	1.6 Account Unit and Class <p style="text-align: center;">23110000-103-502664</p>	1.7 Completion Date <p style="text-align: center;">12/31/2028</p>	1.8 Price Limitation <p style="text-align: center;">\$4,933,920.00</p>
1.9 Contracting Officer for State Agency <p style="text-align: center;">Thomas Kaempfer, Assistant Director-DMV</p>		1.10 State Agency Telephone Number <p style="text-align: center;">(603) 227-4050</p>	
1.11 Contractor Signature DonuSigned by:  Date: 12/4/2023		1.12 Name and Title of Contractor Signatory <p style="text-align: center;">Michael Hash 1:16:36 PM EST Senior Vice President</p>	
1.13 State Agency Signature  Date: 12/11/23		1.14 Name and Title of State Agency Signatory <p style="text-align: center;">Amy L. Newbury, Director of Administration</p>	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: 12/15/2023			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

Contractor Initials

Date 12/4/2023 | 1:16:

DS

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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 N.H. 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.

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

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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.

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 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 N.H. 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

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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 N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or 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 N.H. RSA chapter 281-A ("*Workers' Compensation*").

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

16. WAIVER OF BREACH. 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

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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.

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.

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EXHIBIT A – SPECIAL PROVISIONS

EXHIBIT A - SPECIAL PROVISIONS

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

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

3.3 The Term may be extended up to Two (2) 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.

A.2 Provision 5, Contract Price/Price Limitation/ Payment, is updated with the following addition:

5.5 The State’s liability under this Agreement shall be limited to monetary damages not to exceed the contract price pursuant to Paragraph 5.2. 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. Subject to applicable laws and regulations, in no event shall the State be liable for any consequential, special, indirect, incidental, punitive, or exemplary damages. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State.

A.3 Provision 8, Event of Default/Remedies, is updated with the following addition:

8.2.5 Give the Contractor a written notice specifying the event of Default, terminate the agreement as breached, and procure Services that are the subject of the Contract from another source and Contractor shall be liable for reimbursing the State for the replacement Services, and all administrative costs directly related to the replacement of the Contract and procuring the Services from another source, such as costs of competitive bidding, mailing, advertising, applicable fees, charges or penalties, and staff time costs; all of which shall be subject to the limitations of liability set forth in the Contract.

A.4 Provision 9, Termination, is deleted and replaced with the following:

9. TERMINATION

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, and with written notice, terminate the Agreement for any reason, in whole or in part. In the event of such termination, 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 shall be liable 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

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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.

9.2 Termination Procedure

9.2.1 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.

9.2.2 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 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.

9.2.3 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

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interruption or adverse effect, and to facilitate the orderly transfer of such Services to the State or its designees (“Transition Services”).

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

A.5 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 of the State. Confidential Information includes any and all information owned or managed by the State of NH - created, received from or on behalf of any Agency of the State or accessed in the course of performing contracted Services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes but is not limited to Protected 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. 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 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

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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, NH 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 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.

A.6 **Provision 12, Assignment/Delegation/Subcontracts, is updated with the following addition:**

- 12.3** 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.

A.7 **The following Provisions are added and made part of the P37:**

25. FORCE MAJEURE

- 25.1** 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.
- 25.2** 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.

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26. EXHIBITS/ATTACHMENTS

26.1 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.

27. NON-EXCLUSIVE CONTRACT

27.1 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.

28. GOVERNMENT APPROVALS

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

29. ORDER OF PRECEDENCE

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

29.2. State of New Hampshire, Department of Safety Contract Agreement DOS 2023-004

29.3 State of New Hampshire, Department of Safety DOS RFP 2023-004 Credential Fulfillment System (see Exhibit G: Attachment 4)

29.4 Vendor Proposal Response to Department of Safety DOS RFP 2023-004 Credential Fulfillment System June 15, 2023 (see Exhibit G: Attachment 5)

29.5 Additional Contractor Provided Documents (see Exhibit G)

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EXHIBIT B – STATEMENT OF WORK
BUSINESS / TECHNICAL REQUIREMENTS AND DELIVERABLES

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

B-1. Statement of Work

The Contractor shall provide a full set of services that will capture images, produce AAMVA compliant credentials and temporary cards as outlined below, integrate with NH DMV's system of record, VISION and provide support for the workstations and central production environment. The Contractor shall provide all necessary equipment to produce credentials onsite in a secure facility located in Concord, NH designed by the NH DMV. The Contractor's solution shall be kept current with all necessary patching, updates and comply with all NH DoIT security policies & procedures.

The Contractor shall create a highly secure, aesthetically pleasing credential approved by the NH DMV utilizing the permanent card design process outlined in Exhibit G: Attachment 5.

The Contractor shall adhere to the business and technical requirements defined in this contract and as documented in the worksheet on pages 21-47.

B-1.1 Image Capture Workstations

Image Capture Workstation equipment and peripherals provided under this contract shall meet or exceed those specified in the Contractor's Technical Proposal (see Exhibit G: Attachment 5).

B-1.1.1 The Contractor shall provide NH DMV 73 HP EliteDesk 800 G9 DM Core i5-12500T workstations, each with an HP keyboard and mouse, and two (2) HP E22 G5 FHD Monitors with the following required peripherals:

- a) IDEMIA standard Camera Tower (small base)
- b) Topaz SignatureGem LCD 1x5 signature pad
- c) Lexmark MS725dvn monochrome laser printer – 3 paper drawers
- d) Epson OmniLink TM-H6000V Multifunction POS Printer
- e) Canon imageFORMULA DR-C240 Office Document Scanner
- f) B5000 – authenticates passports or larger ID-2 or ID-3 travel and identity documents, including reading the embedded smart chip
- g) APC Back-UPS Pro, 1000VA/600W UPS
- h) Backdrop
- i) Web Enrollment Image Capture Software

B-1.1.2 The Contractor shall provide a dedicated workstation for testing at the Division's Headquarters in Concord and back up equipment (a swappable spare configured and ready to use) for malfunctioning equipment. These workstations shall be equipped with all associated hardware, software, and peripherals required to operate their proposed solution.

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B-1.1.3 The solution shall reside on the same workstation that hosts both DMV's systems of record, VISION and MAAP.

B-1.1.4 The solution shall make use of the Department of Safety's Activity Directory. The solution shall allow a user to log into the safety network/domain using their assigned domain credentials from the provided workstations under this contract. The solution shall employ role-based security and role-based administration.

B-1.1.5 All workstations (to include Production Room and testing workstations) provided by the Contractor shall be capable and accessible by NH DMV and DoIT to utilize, install, monitor, update, remove any of the State of New Hampshire's standard business office tools, software, and hardware to include but not limited to the following:

- a) State Provided Microsoft 365 Licenses (e.g., Word, Excel, Outlook)
- b) Web-based applications (e.g., MAAP, Q-Matic, ADLT, Finesse)
- c) Remote Connectivity (e.g., ConnectWise)
- d) Security Software (e.g., CrowdStrike)
- e) Functionality Tools (e.g., TMBackOffice Scanner)

B-1.2 Card Production Room Equipment

Production Room equipment, software, and associated peripherals provided under this contract shall meet or exceed those specified in the Contractor's Technical Proposal (see Exhibit G: Attachment 5).

B-1.2.1 The Contractor shall provide all necessary equipment to produce credentials onsite in a secure facility located in the State of New Hampshire designated by the NH DMV, and insertion of up to three inserts at on-site locations.

B-1.2.2 The Contractor shall provide and assist the NH DMV with installing the infrastructure for onsite card production to include the following:

- a) (10) Zebra ZXP7 Dye Diffusion Thermal Transfer Card Printers
- b) Mühlbauer CLP60 Laser Card Engraver (optional, if Enhanced Driver License [EDL] production is selected by NH DMV)
- c) Mailer – 3 inserts (or a mailer with similar functionality)
- d) Production Management Workstations
- e) (4) HPE ProLiant DL360 Gen10 – Hosting VMWare with 18VMs
- f) HPE MSA 2060 SAN
- g) 2 FortiGate-101F Firewalls
- h) 2 FortiSwitch 224E Switches
- i) Additional networking, patching, power distribution, and sensor equipment

B-1.2.3 The Contractor shall provide all software, hardware and equipment needed to produce permanent cards onsite. The vendor shall provide NH DMV access to Vendors production management software Job Up-Loading Interface (JULI) to support the creation of permanent cards.

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B-1.2.4 The Contractor shall have an established disaster recovery (DR) plan. The DR plan shall be tested once a (1x) year. The plan shall include the production of one (1) business day batch worth of credentials. Results of the testing to include the credentials shall be shared with the NH DMV.

B-1.3 Temporary and Permanent Card Production

Credential Substrate and temporary credential paper provided under this contract shall meet or exceed those specified in the Contractor's Technical Proposal (see Exhibit G: Attachment 5).

B-1.3.1 Permanent card production shall include the creation of AAMVA compliant cards per the current AAMVA DL/ID Card Design Standard- North American Standard and kept in conformance with published standards, the creation of a corresponding letter to the recipient and the insertion of both into an appropriate mailer.

B-1.3.2 The Contractor shall provide NH DMV with the ExianPC Plus cards credential substrate.

B-1.3.3 ExianPC Plus cards credential substrate shall adhere to Level 1, 2, & 3 security controls.

B-1.3.4 The Contractor shall produce federally Compliant REAL ID DL / ID Cards.

B-1.3.4.1 The credential card body shall be compliant and keep in conformance with Federal REAL ID requirements.

B-1.3.5 The Contractor shall produce Commercial Licenses and Permits in accordance with Federal Motor Carrier Safety Administration CFR 49 regulations and requirements.

B-1.3.6 The Contractor shall produce enhanced driver's licenses (EDL) in accordance with NH RSA 263:1-d.

B-1.3.7 The Contractor shall produce credentials in accordance with New Hampshire Statute, Section 263 Driver Licenses that shall display endorsements, restrictions, and indications pursuant to this statute.

B-1.3.7.1 The credential card body shall display the credential number in Red Lettering for probationary credentials.

B-1.3.7.2 The credential card body shall identify Duplicate credentials in Yellow.

B-1.3.7.3 The credential card body shall display shall identify Commercial credentials in Blue.

B-1.3.7.4 The credential card body shall display Youth credentials in Red.

B-1.3.7.5 The credential card body shall be compliant with additional endorsements, restrictions, and indications as adopted in state legislation and federal requirements.

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B-1.3.8 The Contractor shall produce credentials containing a two-dimensional bar code symbology in accordance with PDF417.

B-1.3.9 The Contractor shall produce permanent and temporary credential cards in conformance with ISO/IEC7810 ID-1 design dimensions and shall utilize security paper provided by the Contractor.

B-1.3.10 The Contractor shall print all mandatory human readable data elements in ANS characters.

B-1.3.11 The Contractor shall produce the following credentials using same card design approved and accepted by NH DMV:

- a) License credentials (Real & Non-Real ID).
- b) Youth Operator (Vertical Orientation, Real & Non-Real ID).
- c) Non-Driver ID cards (Real ID & Non-Real ID).
- d) Youth non-Driver ID cards (Vertical Orientation, Real & Non-Real ID).
- e) Commercial Licenses (Class A, B, C, Real & Non-Real ID).
- f) Youth Commercial Licenses (Vertical Orientation, Class A, B, C, Real & Non-Real ID).
- g) Commercial Permits (All classes, Temporary credential only).
- h) Youth Commercial Permits (All classes, Vertical Orientation, Temporary credential only).
- i) Motorcycle Only credentials (Real & Non-Real ID).
- j) Youth Motorcycle Only credentials (Vertical Orientation, Real & Non-Real ID).
- k) Motorcycle Permits (Temporary credential only).
- l) Youth Motorcycle Permits (Vertical Orientation, Temporary credential only).
- m) Moped only credentials (Real & Non-Real ID).
- n) Youth Moped Only (Vertical Orientation, Real & Non-Real ID).
- o) Voter Identification Cards.
- p) Additional credentials and card types as adopted in state legislation and federal requirements.

B-1.3.12 All temporary credentials and permits shall utilize paper designed to withstand 180 days (6 months of use) that is tear resistant.

B-1.3.13 All temporary credentials and permits shall contain the same customer data as a permanent card to include the customer's photo, signature, and all required indicators, endorsements, and restrictions.

B-1.3.14 The Contractor shall perform a yearly card design review at the request of the NH DMV and make any requested changes to remain compliant with State and Federal Regulations. The card design shall be approved and accepted by NH DMV.

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B-1.3.15 The Contractor shall remediate any and all breach of card security features at no additional costs to NH DMV. Remediated security features shall be approved and accepted by NH DMV.

B-1.3.16 The solution shall print temporary credentials or permits at each individual ICW and portable units.

B-1.4 On Site Technical Support Services

B-1.4.1 The Contractor shall provide suitably trained individual(s) to provide on-site support during business hours Monday- Friday 8:00am-4:30pm for the ICWs and card production environments. The state will provide office space at the Division's Headquarters in Concord to serve as the primary work location, but the technician(s) must travel to NH DMV's substations as required to provide onsite support.

B-1.4.2 The Contractor shall provide the appropriate resources (on-site or remote helpdesk) to support business critical activities during non-business hours (i.e., card production, server administration, configuration updates, relocation of ICWs, and general maintenance) upon proper notification from identified State of New Hampshire personnel.

B-1.4.3 The Contractor (Technicians) shall coordinate their efforts with the NH DMV IT Manager and DoIT staff that support the NH DMV environment at mutually agreed upon times and only access the State's network or ICWs to perform work or activities previously communicated to NH DMV's IT Manager.

B-1.4.4 The Contractor (Technicians) shall adhere to the support and resolution criteria as stated in Section 10.2 System Support upon notification by the NH DMV.

B-1.5 Supplies

Supplies provided under this contract shall meet or exceed those specified in the Contractor's Technical Proposal (see Exhibit G: Attachment 5).

B-1.5.1 The Contractor shall supply all central site materials required for the production and insertion of permanent cards, the accompanying letter stock, and adhesive that affixes the card to the letter.

B-1.5.2 The Contractor shall be responsible for supplying the required security paper for the ICWs to produce temporary credentials and permits issued at the completion of a customer transaction.

B-1.5.3 The Contractor shall supply the envelopes, the adhesive envelope sealer, and the required materials to mail the completed credentials.

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B-1.5.4 Printers shall be provided with the original toner cartridges and the Contractor shall be responsible for all image transfer belt assembly replacements.

B-1.6 Integration with NH DMV system of record, VISION.

B-1.6.1 The solution shall integrate fully with VISION.

B-1.6.2 The Solution shall provide appropriate control over image capture, signature capture, customer document capture, and customer demographic and document validation (scanning and verifying) equipment located at the workstation.

B-1.6.3 Solution shall send and receive required information to and from VISION including but not limited to:

- a) ICW shall receive customer demographic information from VISION.
- b) ICW shall display customer demographic information to customer for validation.
- c) ICW shall capture both images and signatures, transfer them to VISION.
- d) ICW shall capture required documentation.
- e) ICW shall authenticate secure documents such as out of state credentials, immigration documents, passports, and social security cards.
- f) ICW shall generate temporary credentials and permits for immediate issuance at the counter.
- g) ICW shall provide VISION with status information on the permanent card production process.

B-1.6.4 The Contractor shall conform to existing APIs/XML established by NH DMV's system of record contractor to include but not limited to the following:

- a) Online Interfaces implemented as web services for the following:
 - a. Image Capture Process
 - b. Document Capture Process
 - c. Temporary Credential Issuance Process
- b) Batch Interfaces implemented as an FTP for the following:
 - a. Permanent Card Creation Process

B-1.6.5 The Contractor shall keep current with all necessary patching, updates and must be in compliance with NH DoIT security policies & procedures. Software and security patching must be done as soon as possible but no later than 90 days of the patch/security updates being released.

B-1.6.5.1 The Contractor shall provide the NH DMV with planned maintenance, updates, and patching schedules.

B-1.6.5.2 The NH DMV shall provide the Contractor with planned maintenance, updates, and patching schedules.

B-1.6.5.3 The Contractor shall adhere to technical requirement T2.2 necessitating application stress testing and tuning and shall provide the results to the State as stated in Section 2 Business/Technical Requirements.

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B-2. Data Privacy

In addition to any specific requirements outlined in this document regarding the handling of data and data security, the awarded Contractor along with all its support staff dedicated to the State of New Hampshire will be required to complete initial and annual Driver Privacy training, and will be mandated to adhere to guidelines and any restrictions on personal information, motor vehicle records, and any and all PII generated during business operations as outlined in NH RSA 260:14.

B-2.1 The Contractor and its solution shall not capture or retain biometric data.

B-2.2 The Contractor and its solution shall not incorporate the use of biometrics or facial recognition in its functionality.

B-2.3 The Contractor and its solution shall only retain data and PII necessary to produce a credential and shall ensure the proper destruction of data and PII for the duration of the contract, subsequent extensions, at the conclusion of this contract and/or subsequent amendments.

B-2.4 NH DMV shall retain ownership of any and all data at the conclusion of this contract and/or subsequent extensions.

B-3. Background Checks

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

The State may, at its sole expense, conduct reference and background screening of the Contractor's Project Manager and Key Project Staff. The State shall maintain the confidentiality of background screening results in accordance with the Contract Agreement.

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2. BUSINESS / TECHNICAL REQUIREMENTS

BUSINESS REQUIREMENTS					
State Requirements			Vendor		
Req #	Requirement Description	Criticality	Vendor Response	Delivery Method	Comments
<i>Vendor- General Requirements</i>					
B1.1	Vendor shall be capable of providing all necessary equipment to produce credentials onsite in a secure facility located in the State of New Hampshire, and insertion of up to three inserts at on-site locations.	M	Yes	Standard	We Comply. We provide all software, hardware, and equipment needed to produce permanent, AAMVA-compliant credentials onsite. This includes our production management software, Print Services Solution (PSS); servers and a Storage Area

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					Network (SAN) to support production instances of our web interface server; relay server; print production server; and a Structured Query Language (SQL) Database (DB) server.
B1.2	Vendor shall be capable of producing enhanced driver’s licenses (EDL) in accordance with NH RSA 263:1-d.	M	Yes	Standard	We Comply.
B1.3	Vendor shall be capable of producing federally Compliant REAL ID DL / ID Cards.	M	Yes	Standard	We Comply.
B1.4	Vendor shall be capable of producing Commercial Licenses and Permits in accordance to Federal Motor Carrier Safety Administration regulations and requirements.	M	Yes	Standard	We Comply.
B1.5	Vendor shall be capable of producing temporary credentials and permits.	M	Yes	Standard	We Comply.
B1.6	Vendor shall be capable of producing a <u>variety [see B1.7-B1.21]</u> of credentials using <u>same card design</u> .	M	Yes	Standard	We Comply.

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B1.7	Vendor shall be capable of producing Operator credentials (Real & Non-Real ID).	M	Yes	Standard	We Comply.
B1.8	Vendor shall be capable of producing Youth Operator (Vertical Orientation, Real & Non-Real ID).	M	Yes	Standard	We Comply.
B1.9	Vendor shall be capable of producing non-Driver ID cards (Real ID & Non-Real ID).	M	Yes	Standard	We Comply.
B1.10	Vendor shall be capable of producing Youth non-Driver ID cards (Vertical Orientation, Real & Non-Real ID).	M	Yes	Standard	We Comply.
B1.11	Vendor shall be capable of producing Commercial Licenses (Class A, B, C, Real & Non-Real ID).	M	Yes	Standard	We Comply.
B1.12	Vendor shall be capable of producing Youth Commercial Licenses (Vertical Orientation, Class A, B, C, Real & Non-Real ID).	M	Yes	Standard	We Comply.
B1.13	Vendor shall be capable of producing Commercial Permits (All classes, Temporary credential only).	M	Yes	Standard	We Comply.
B1.14	Vendor shall be capable of producing Youth Commercial Permits (All classes, Vertical Orientation, Temporary credential only).	M	Yes	Standard	We Comply.
B1.15	Vendor shall be capable of producing Motorcycle Only credentials (Real & Non-Real ID).	M	Yes	Standard	We Comply.
B1.16	Vendor shall be capable of producing Youth Motorcycle Only credentials (Vertical Orientation, Real & Non-Real ID).	M	Yes	Standard	We Comply.
B1.17	Vendor shall be capable of producing Motorcycle Permits (Temporary credential only).	M	Yes	Standard	We Comply.
B1.18	Vendor shall be capable of producing Youth Motorcycle Permits (Vertical Orientation, Temporary credential only).	M	Yes	Standard	We Comply.
B1.19	Vendor shall be capable of producing Moped only credentials (Real & Non-Real ID).	M	Yes	Standard	We Comply.

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B1.20	Vendor shall be capable of producing Youth Moped Only (Vertical Orientation, Real & Non-Real ID).	M	Yes	Standard	We Comply.
B1.21	Vendor shall be capable of producing Voter Identification Cards.	M	Yes	Standard	We Comply.
B1.22	Vendor should have the ability to produce mobile driver licenses (mDLs) compliant with AAMVA standards.	P	Yes	Standard	We Comply.
B1.23	Vendor shall have a detailed plan for the card design process where NH DMV shall have the final approval.	M	Yes	Standard	We Comply.
B1.24	Vendor shall be capable of providing backdrops with photo compliant background (physical or virtual).	M	Yes	Standard	We Comply.
B1.25	Vendor can provide seventy (70) ICWs throughout the State of NH; two (2) of which must be portable for utilization in non-stationary locations. NH DMV defines portable as a mobile version of an in office ICW. Vendor shall be able to scale ICWs to meet NH DMV Business operations.	M	Yes	Standard	We Comply.
B1.26	Vendor shall be capable of providing all hardware, software, and peripherals, etc. required for the proposed solution that meet or exceed the current hardware, software, and peripherals utilized by NH DMV.	M	Yes	Standard	We Comply.
B1.27	Vendor shall be capable of providing appropriate resources (on-site or remote helpdesk) to support business critical activities during non-business hours (i.e.. mornings, evenings, or weekends).	M	Yes	Standard	We Comply.
B1.28	Vendor shall be capable of providing back up equipment (swapable spares configured and ready for use) for malfunctioning equipment.	M	Yes	Standard	We Comply.
B1.29	Vendor shall be capable of providing a test workstation at the Division's Headquarters with all associated hardware, software, and peripherals for lower environment testing (UAT) before promotion of code, patching, upgrades, etc. to the production environment.	M	Yes	Standard	We Comply.

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B1.30	Vendor shall be capable of providing secure paper for temporary credentials and permits.	M	Yes	Standard	We Comply.
B1.31	Vendor has a self service kiosk or standalone solution and is capable of deploying units throughout the State of NH.	P	Yes	Standard	We Comply. Our standard solution has a self service kiosk or standalone solution and is capable of deploying units throughout the State of NH.
B1.32	Vendor shall be capable of resolving matters deemed to be Critical-Urgent within 1 hour.	M	Yes	Standard	We Comply.
B1.33	Vendor shall be capable of resolving matters deemed to be High-Critical within 2 hours.	M	Yes	Standard	We Comply.
B1.34	Vendor shall be capable of resolving matters deemed Medium-Minor as quickly as possible but not to exceed thirty (30) business days.	M	Yes	Standard	We Comply.
B1.35	Vendor shall be capable of resolving matters deemed Low-Very Minor upon mutually agreed terms with NH DMV.	M	Yes	Standard	We Comply.
B1.36	Vendor shall have a detailed plan for disaster recovery and failover activities for hardware, software, and/or in the event of a loss at NH DMV's physical onsite production facility.	M	Yes	Standard	We Comply.
B1.37	Vendor and proposed solution must be compliant with current NIST 800 standards.	M	Yes	Standard	We Comply.



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B1.38	Vendor and proposed solution must be compliant with NH Driver Privacy RSA 260:14 and Title XXI- Motor Vehicle Law (https://www.gencourt.state.nh.us/rsa/html/NHTOC/NHTOC-XXI.htm).	M	Yes	Standard	We Comply.
Image Capture Workstation (ICW)					
B2.1	Solution shall be capable of being transportable to offsite locations to include the use within a mobile vehicle office.	P	Yes	Standard	We comply. Our standard solution is transportable to offsite locations to include the use within a mobile vehicle office.
B2.2	Solution should be mobile driver licenses (mDLs) compatible.	P	No	Not Applicable	Not Proposing
B2.3	Solution shall be capable of producing enhanced driver’s licenses (eDL) in accordance with NH RSA 263:1-d.	M	Yes	Standard	We Comply.
B2.4	Solution shall have a Production Monitoring and Management software for use by NH DMV.	M	Yes	Standard	We Comply.
B2.5	Solution shall be capable of printing temporary credentials and permits at the completion of transaction (at point of sale).	M	Yes	Standard	We Comply.
B2.6	Solution shall have the ability to capture signatures, images, and authenticate credential documents.	M	Yes	Standard	We Comply.
B2.7	Solution shall utilize ICAO Image Quality Standards for captured images.	M	Yes	Standard	We Comply.

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B2.8	Solution must provide a review mechanism for customer to approve of their captured image.	M	Yes	Standard	We Comply.
B2.9	Solution should have a maintained library of validated document types (Passports, DL/ID's, SSN Cards, etc.).	P	Yes	Standard	We Comply. Our standard solution has a maintained library of validated document types (Passports, DL/ID's, SSN Cards, etc.).
B2.10	Solution shall have the ability to validate and authenticate scanned documents (passports, DL/ID's, Social Security Cards, etc.).	M	Yes	Standard	We Comply.
B2.11	Solution should have a virtual background functionality.	P	Yes	Standard	We Comply. Our standard solution has a virtual background functionality.
B2.12	Solution shall allow a user to label and delete scanned documents.	M	Yes	Standard	We Comply.
B2.13	Solution should be capable of being deployed self-service kiosks or a standalone units.	P	Yes	Standard	We Comply. Our standard solution is capable of being deployed as

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					self-service kiosks or a standalone unit.
B2.14	Solution must have functionality for the expediting of credentials.	M	Yes	Standard	We Comply.
B2.15	Solution must be able to reside on the same workstation that hosts both VISION and MAAP, provide appropriate control over image capture, signature capture, document capture, and document validation equipment located at the workstation.	M	Yes	Standard	We Comply.
Card Design Requirements					
B3.1	The card design shall meet the standards set forth in the most current AAMVA DL/ID Card Design Standard- North American Standard. (https://www.aamva.org)	M	Yes	Standard	We Comply. Our Secure Credential Design team carefully reviews all revisions to AAMVA's Card Design Security (CDS) standard immediately upon its release. Our team documents all changes from prior standard

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					to ensure our designs are always current with the latest CDS requirements.
B3.2	The card substrate shall adhere to Level 1, 2, & 3 security controls.	M	Yes	Standard	We Comply.
B3.3	The card dimensions of the DL/ID shall be in conformance with ISO/IEC7810 ID-1.	M	Yes	Standard	We Comply.
B3.4	All mandatory human readable data elements shall be printed in ANS characters.	M	Yes	Standard	We Comply.
B3.5	The card should incorporate machine readable technology. The PDF417 two-dimensional bar code symbology is the minimum mandatory machine-readable technology that must be present on compliant DL/ID documents.	M	Yes	Standard	We Comply.
B3.6	Temporary Driver License, ID Credentials, and Permits must be designed to withstand 180days (6months) of use.	M	Yes	Standard	We Comply.
B3.7	Temporary Credentials and Permits shall utilize paper designed to withstand 180days (6months) of use that is tear resistant.	M	Yes	Standard	We Comply.
B3.8	The card must be capable of displaying endorsements, restrictions, and indicators pursuant to New Hampshire Statute, Section 263 Driver Licenses (<i>See Attachment 2</i>).	M	Yes	Standard	We Comply.
Integration/Security					
B4.1	Solution must be integrated into each credential related transaction within NH DMV's system of record, VISION.	M	Yes	Standard	We Comply.
B4.2	Solution must provide a bidirectional interface with NH DMV's system of record, VISION to exchange images, signatures, customer data/information, validated and scanned documents.	M	Yes	Standard	We Comply.

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B4.3	Solution must have role-based security and have role-based system administration functionality for internal and external users.	M	Yes	Standard	We Comply.
B4.4	Solution shall not incorporate the use of biometrics or facial recognition in its functionality.	M	Yes	Standard	We Comply.
B4.5	Solution shall not capture or retain biometric data.	M	Yes	Standard	We Comply.
B4.6	Solution shall be implemented and integrated in a manner to not impede current ICW processing times.	M	Yes	Standard	We Comply.
B4.7	Solution must have a Microsoft Operating System and be compatible with the State of New Hampshire M365 (Office Suite i.e., Outlook, Word, Excel) Licenses used in the regular course of business.	M	Yes	Standard	We Comply.
B4.8	Solution should provide a means for agency staff and vendor support staff to offer remote assistance to ICW and Production Room devices (e.g. Connectwise, TeamViewer, etc.)".	P	Yes	Standard	Our standard solution will provide a means for agency staff and vendor support staff to offer remote assistance to ICW and Production Room devices.
B4.9	Solution must have allow for an associated suite of tools/aps for State of New Hampshire.	P	Yes	Standard	Our standard solution allows for an associated suite of

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					tools/applications for the State of New Hampshire.
B4.10	Solution should have an automated quality control functionality to reject defective cards.	P	No	Not Applicable	Not Proposing
B4.11	Solution must be capable of online and batch interfacing to exchange customer/credential information with VISION.	M	Yes	Standard	We Comply.
B4.12	Solution shall only retain data necessary to produce a credential.	M	Yes	Standard	We Comply.
B4.13	Solution shall be capable of implementing purge rules as defined by NH DMV.	M	Yes	Standard	We Comply.
B4.14	Solution must have a User Acceptance Environment (UAT) available to NH DMV to test and verify fixes, patches, upgrades prior to code being promoted to production environments.	M	Yes	Standard	We Comply.
B4.15	Solution must be capable of producing on demand and ad-hoc reports for statistical data for any period of time (daily, monthly, quarterly, etc.).	M	Yes	Standard	We Comply.
APPLICATION REQUIREMENTS					
State Requirements			Vendor		
Req #	Requirement Description	Criticality	Vendor Response	Delivery Method	Comments
GENERAL SPECIFICATIONS					
A1.1	Ability to access data using open standards access protocol (please specify supported versions in the comments field).	M	Yes	Standard	Our standard solution has the ability to access data using open

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					standards access protocol (SAML; OpenID Connect; OAuth 2.0).
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	We Comply.
A1.3	Web-based compatible and in conformance with the following W3C standards: HTML5, CSS 2.1, XML 1.1.	M	Yes	Standard	We Comply.
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	We Comply.
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	We Comply.
A2.3	Enforce unique user names.	M	Yes	Standard	We Comply.
A2.4	Enforce complex passwords for Administrator Accounts in accordance with DoIT’s statewide User Account and Password Policy.	M	Yes	Standard	We Comply.
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	We Comply.
A2.6	Encrypt passwords in transmission and at rest within the database.	M	Yes	Standard	We Comply.

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A2.7	Establish ability to expire passwords after a definite period of time in accordance with DoIT's statewide User Account and Password Policy.	M	Yes	Standard	We Comply.
A2.8	Provide the ability to limit the number of people that can grant or change authorizations.	M	Yes	Standard	We Comply.
A2.9	Establish ability to enforce session timeouts during periods of inactivity.	M	Yes	Standard	We Comply.
A2.10	The application shall not store authentication credentials or sensitive data in its code.	M	Yes	Standard	We Comply.
A2.11	Log all attempted accesses that fail identification, authentication and authorization requirements.	M	Yes	Standard	We Comply.
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	We Comply.
A2.13	All logs must be kept for 6 months.	M	Yes	Standard	We Comply.
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	We Comply.
A2.15	Do not use Software and System Services for anything other than they are designed for.	M	Yes	Standard	We Comply.
A2.16	The application Data shall be protected from unauthorized use when at rest.	M	Yes	Standard	We Comply.
A2.17	The application shall keep any sensitive Data or communications private from unauthorized individuals and programs.	M	Yes	Standard	We Comply.
A2.18	Subsequent application enhancements or upgrades shall not remove or degrade security requirements.	M	Yes	Standard	We Comply.
A2.19	Utilize change management documentation and procedures.	M	Yes	Standard	We Comply.

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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	We Comply.
A2.21	Solution shall leverage Single Sign On with the State’s IDM, Azure AD.	M	Yes	Standard	We Comply.
TESTING REQUIREMENTS					
State Requirements			Vendor		
Req #	Requirement Description	Criticality	Vendor Response	Delivery Method	Comments
<i>APPLICATION SECURITY TESTING</i>					
T1.1	All components of the platform shall be reviewed and tested to ensure they protect the State’s web site and its related Data assets.	M	Yes	Standard	We Comply.
T1.2	The Vendor shall be responsible for providing documentation of security testing, as appropriate. Tests shall focus on the technical, administrative and physical security controls that have been designed into the System architecture in order to provide the necessary confidentiality, integrity and availability.	M	Yes	Standard	We Comply.
T1.3	Provide evidence that supports the fact that Identification and Authentication testing has been recently accomplished; supports obtaining information about those parties attempting to log onto a system or application for security purposes and the validation of users.	M	Yes	Standard	We Comply.
T1.4	Test for Access Control; supports the management of permissions for logging onto a computer or network.	M	Yes	Standard	We Comply.
T1.5	Test for encryption; supports the encoding of data for security purposes, and for the ability to access the data in a decrypted format from required tools.	M	Yes	Standard	We Comply.

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T1.6	Test the Intrusion Detection; supports the detection of illegal entrance into a computer system.	M	Yes	Standard	We Comply.
T1.7	Test the Verification feature; supports the confirmation of authority to enter a computer system, application or network.	M	Yes	Standard	We Comply.
T1.8	Test the User Management feature; supports the administration of computer, application and network accounts within an organization.	M	Yes	Standard	We Comply.
T1.9	Test Role/Privilege Management; supports the granting of abilities to users or groups of users of a computer, application or network.	M	Yes	Standard	We Comply.
T1.10	Test Audit Trail Capture and Analysis; supports the identification and monitoring of activities within an application or system.	M	Yes	Standard	We Comply.
T1.11	Test Input Validation; ensures the application is protected from buffer overflow, cross-site scripting, SQL injection, and unauthorized access of files and/or directories on the server.	M	Yes	Standard	We Comply.
T1.12	For web applications, ensure the application has been tested and hardened to prevent critical application security flaws. (At a minimum, the application shall be tested against all flaws outlined in the Open Web Application Security Project (OWASP) Top Ten (http://www.owasp.org/index.php/OWASP_Top_Ten_Project).	M	Yes	Standard	We Comply.
T1.13	Provide the State with validation of 3rd party security reviews performed on the application and system environment. The review may include a combination of vulnerability scanning, penetration testing, static analysis of the source code, and expert code review (please specify proposed methodology in the comments field).	M	Yes	Standard	We Comply.
T1.14	Prior to the System being moved into production, the Vendor shall provide results of all security testing to the Department of Information Technology for review and acceptance.	M	Yes	Standard	We Comply.

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T1.15	Vendor shall provide documented procedure for migrating application modifications from the User Acceptance Test Environment to the Production Environment.	M	Yes	Standard	We Comply.
STANDARD TESTING					
T2.1	The Vendor must test the software and the system using an industry standard and State approved testing methodology.	M	Yes	Standard	We Comply. Our SAFe (Scaled Agile Framework) methodology focuses system development and delivery on early, rapid, and cyclical user testing to uncover and correct issues and verify requirements in a timely manner. The Test Plan addresses the key milestones for both pre- and post-

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					implementation testing. Idemia uses Jira and other supporting tools for requirements traceability, test plan development and defect management. Our Behavior Driven Development (BDD) approach defines software tests in terms of desired behavior as defined by the business requirements.
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T2.2	The Vendor must perform application stress testing and tuning.	M	Yes	Standard	We Comply. IDEMIA USA's solution will handle resource demands of excessive quantity, frequency, or volume, such as when numerous users simultaneously upload a high volume of data files exceeding system requirements. We test the system to exceed the estimated peak number of transactions. Business Case Scenario
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					execution ensures system performance in accordance with each customer's business process.
T2.3	The Vendor must provide documented procedure for how to sync Production with a specific testing environment.	M	Yes	Standard	We Comply. IDEMIA USA includes test system configuration and staging requirements in it's test plans. Functional and performance tests involving external interfaces, load/stress tests, disaster recovery, etc. require test environments that closely

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					reproduce the customer's production environment.
T2.4	The vendor must define and test disaster recovery procedures.	M	Yes	Standard	We Comply. IDEMIA USA will work with the NH DMV to test business continuity and disaster recovery processes as defined in a mutually approved Business Continuity and Disaster Recovery Plan. In production, twice-yearly disaster recovery testing and redirection of

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					card print batches to the backup card production facility ensures that the functionality is working and up to date.
SUPPORT & MAINTENANCE REQUIREMENTS					
State Requirements			Vendor		
Req #	Requirement Description	Criticality	Vendor Response	Delivery Method	Comments
<i>SUPPORT & MAINTENANCE REQUIREMENTS</i>					
S1.1	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.	M	Yes	Standard	We Comply.
S1.2	Maintain the hardware and Software in accordance with the Specifications, terms, and requirements of the Contract, including providing, upgrades and fixes as required.	M	Yes	Standard	We Comply.
S1.3	Repair Software, or any portion thereof, so that the System operates in accordance with the Specifications, terms, and requirements of the Contract.	M	Yes	Standard	We Comply.
S1.4	The State shall have unlimited access, via phone or Email, to the Vendor technical support staff between the hours of 8:00am to 5:00pm- Monday through Friday EST.	M	Yes	Standard	We Comply.

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S1.5	<p>The Vendor response time for support shall conform to the specific deficiency class as described below or as agreed to by the parties:</p> <p>Critical-Urgent: A defect that causes termination of one or more system components or the complete system or causes extensive data corruption. And there are no acceptable alternative methods to achieve required results.</p> <p>High-Critical: A defect that causes termination of one or more system components or the complete system or causes extensive data corruption. However, an acceptable alternative method exists to achieve required results.</p> <p>Medium-Minor: A defect that causes the system to produce incorrect, incomplete, or inconsistent results.</p> <p>Low-Very Minor: A minor or cosmetic defect that has acceptable workarounds to achieve required results.</p>	M	Yes	Standard	We Comply.
S1.6	<p>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.</p>	M	Yes	Standard	We Comply.
S1.7	<p>For all maintenance Services 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; 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;</p>	P	Yes	Standard	We Comply. For all service calls, we will ensure the following information will be collected and maintained: 1) nature of the Deficiency; 2)

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					current status of the Deficiency; 3) action plans, dates, and times; 4) expected and actual completion time; 5) Deficiency resolution information, 6) Resolved by, 7) Identifying number i.e. work order number, 8) Issue identified by;
S1.8	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	We Comply. We will work with the State to identify and troubleshoot potentially large-scale System

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					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.
S1.9	As part of the Software maintenance agreement, ongoing software maintenance and support issues, shall be responded to according to the following or as agreed to by the parties: Critical-Urgent: Resolution is required within 1 Hour. High-Critical: Resolution is required within 2 Hours. Medium-Minor: Resolution is expected as quickly as possible, not to exceed thirty business days.	M	Yes	Standard	We Comply.

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	Low-Very Minor: Resolution upon mutually agreed terms with NH DMV				
S1.10	The Vendor shall use a change management policy for notification and tracking of change requests as well as critical outages.	M	Yes	Standard	We Comply.
S1.11	A critical outage will be designated when a business function cannot be met by a nonperforming application and there is no work around to the problem.	M	Yes	Standard	We Comply.
S1.12	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: All change requests implemented; 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	We Comply.
S1.13	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	We Comply.
S1.14	The Vendor shall 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	We Comply.
S1.15	The State shall provide the Vendor with a personal secure FTP site to be used by the State for uploading and downloading files if applicable.	M	Yes	Standard	We Comply.



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S1.16	Vendor shall be capable of providing an on-site technician at Division’s Headquarters in Concord during business hours Monday-Friday (8:00am-4:30pm) and/or helpdesk support for the card production environment and ICWs located throughout the State of NH.	M	Yes	Standard	We Comply.
S1.17	Solution must be kept current with all necessary patching, updates and be in compliance with NH DoIT security policies & procedures; software and security patching must be done within 60-90 days of the patch/security updates being released.	M	Yes	Standard	We Comply.
PROJECT MANAGEMENT					
State Requirements			Vendor		
Req #	Requirement Description	Criticality	Vendor Response	Delivery Method	Comments
PROJECT MANAGEMENT					
P1.1	Vendor shall participate in an initial kick-off meeting to initiate the Project.	M	Yes	Standard	We Comply.
P1.2	Vendor shall provide Project Staff as specified in the RFP.	M	Yes	Standard	We Comply.
P1.3	Vendor shall submit a finalized Work Plan within ten (10) days after Contract award and approval by Governor and Council. The Work Plan shall include, without limitation, a detailed description of the Schedule, tasks, Deliverables, milestones/critical events, task dependencies, and payment Schedule. The plan shall be updated no less than weekly.	M	Yes	Standard	Acknowledged . We will provide a finalized Work Plan within ten (10) days after Contract award and approval by



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					Governor and Council.
P1.4	Vendor shall provide detailed weekly status reports on the progress of the Project, which will include expenses incurred year to date.	M	Yes	Standard	We Comply.
P1.5	All user, technical, and System Documentation as well as Project Schedules, plans, status reports, and correspondence must be maintained as project documentation. Project documentation should be maintained in MS-Word format and accessible via an online shared space (Google Docs is not permissible).	M	Yes	Standard	We Comply.

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2.1 Compliance Requirements

Agency Compliance Requirements are as follows:

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

- *(Exhibit G: Attachment 1)*

Data Privacy-NH RSA 260:14

- <https://www.gencourt.state.nh.us/rsa/html/XXI/260/260-14.htm>

State Compliances to include Administrative Rules

- <https://www.gencourt.state.nh.us/rsa/html/NHTOC/NHTOC-XXI.htm>
- https://www.gencourt.state.nh.us/rules/state_agencies/saf-c1000.html
- https://www.gencourt.state.nh.us/rules/state_agencies/saf-c1800.html

AAMVA Card Compliances

- <https://www.aamva.org/getmedia/99ac7057-0f4d-4461-b0a2-3a5532e1b35c/AAMVA-2020-DLID-Card-Design-Standard.pdf>

Federal Motor Carrier Safety Administration

- <https://www.ecfr.gov/current/title-49>

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3. ACTIVITY, DELIVERABLE, AND MILESTONE

Table 3: Deliverables				
DELIVERABLES				
	ACTIVITY, DELIVERABLE, OR MILESTONE	DELIVERABLE TYPE	START DATE	END DATE
PLANNING AND PROJECT MANAGEMENT				
1 ✓	Conduct Project Kickoff Meeting	Non-Software		
2 ✓	Work Plan	Written		
3 ✓	Project Status Reports	Written		
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 ✓	Deployment Plan	Written		
11 ✓	Comprehensive Training Plan and Curriculum	Written		
12 ✓	End User Support Plan	Written		
13 ✓	Business Continuity Plan	Written		
14 ✓	Documentation of Operational Procedures	Written		
INSTALLATION				
15 ✓	Provide Software Licenses if needed	Written		
16 ✓	Provide Software Installed, Configured, and Operational to Satisfy State Requirements	Software		
TESTING				
17 ✓	Conduct Integration Testing	Non-Software		
18 ✓	Conduct User Acceptance Testing	Non-Software		
19 ✓	Perform Production Tests	Non-Software		

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Table 3: Deliverables				
20 ✓	Test In-Bound and Out-Bound Interfaces	Software		
21 ✓	Conduct System Performance (Load/Stress) Testing	Non-Software		
22 ✓	Certification of 3rd Party Pen Testing and Application Vulnerability Scanning.	Non-Software		
SYSTEM DEPLOYMENT				
23 ✓	Provide Tools for Backup and Recovery of all Applications and Data	Software		
24 ✓	Conduct Training	Non-Software		
25 ✓	Cutover to New Software	Non-Software		
26 ✓	Provide Documentation	Written		
27 ✓	Execute Security Plan	Non-Software		
OPERATIONS				
28 ✓	Ongoing Support & Maintenance	Software		
29 ✓	Conduct Project Exit Meeting	Non-Software	10/15/2024	10/15/2024

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

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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 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.

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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

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 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.

7.1 The Contractor Key Project Staff

7.1.1. 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

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documentation, obtaining executive approvals, tracking costs and payments, and representing the parties in all Contract administrative activities. Contractor's Contract Manager is:

John Corson
John.Corson@us.idemia.com
518-956-0347

7.1.2. 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:

Wendy Miskelly
Wendy.Miskelly@us.idemia.com
603-726-6233

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 One (1) hours 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.

7.1.3. 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 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.

7.1.4. The Contractors Additional Key Project Staff

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

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Tammi Popp
Tammi.Popp@us.idemia.com
223-260-5444

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.

7.1.5. 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.

7.2 The State Key Project Staff

7.2.1. 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:

Thomas Kaempfer, Assistant Director-DMV
Telephone: (603) 227-4050
Email: thomas.d.kaempfer@dos.nh.gov

7.2.2. The State Project Manager

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

Janet Bouchard, Deputy Director-DMV
Telephone: (603) 227-4050
Email: janet.l.bouchard@dos.nh.gov

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

- a. Leading the Project;
- 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.

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8. WORK PLAN

The Contractor’s Project Manager and the State Project manager shall finalize the Work Plan within Ten (10) days of the Effective Date and further refine the tasks required to implement the Project. Continued development and management of the Work Plan is a joint effort on the part of the Contractor and State Project Managers.

The preliminary Work Plan created by the Contractor and the State is set forth in this Section.

IDEMIA WBS	Task Name	Start	Finish
<i>1</i>	<i>Phase 1 – Project Charter</i>		
	Define contractually obligated key milestones/ deliverables, including SOW		
	Pre-Kickoff & Contract Review		
	Requirements Traceability Matrix/Deliverables Management Plan		
	Infrastructure Plan, including Desktop and Network Configuration Requirements		
	Security Plan		
	Business Requirement Document (BRD)		
	BRD/Charter Approval		
<i>2</i>	<i>Phase 2 – Planning</i>		
2.1	Prepare Project Management Plan		
	Scope Management Plan		
	Project Schedule		
	Communications Management Plan		
	Resource Management Plan		
	Deliverables Management Plan		
	Change Management Plan		
	Quality Management Plan & Preliminary Test Plan Documents		
	Risk/Issue Management Plan		
	Project Management Plan/Work Plan Draft Submission		
	Project Management Plan/Work Plan Revisions		

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IDEMIA WBS	Task Name	Start	Finish
	Project Management Plan/Work Plan Acceptance		
2.2	Project Administration		
	Establish Management Support Tools – MS Teams, time codes, Jira, SFTP, SharePoint		
	Establish Project Status Report Schedule and Format		
	Submit Project Team Security Clearance/Access Applications		
	Conduct Project Kickoff Meeting		
3	<i>Phase 3 – System Integration Plan – Documentation, Requirements, Preliminary Design</i>		
3.1	NH DMV Master Specification/Software Configuration Plan		
	Develop NH DMV Master Specification		
	Master Specification draft to NH DMV		
	NH DMV Master Specification FS review and comment		
	Incorporate NH DMV Master Specification comments		
	Master Specification FS Acceptance		
3.2	Web Enrollment Product Specification		
3.3	Web Enrollment Configuration Guide		
3.4	Infrastructure and Security Document (ISD) – including Network Architecture & Platform Spec		
	Develop ISD		
	ISD draft to NH DMV		
	NH DMV ISD review and comment		
	Incorporate NH DMV ISD comments		
	NH DMV ISD Acceptance		
3.5	Interface Control Document (ICD) (Systems Interface Plan and Design/Capability)		
3.6	Data Dictionary (DD) Document		
	Requirements Complete		
4	<i>Phase 4 – Security Card Design</i>		
4.1	Pre-design Activities		

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IDEMIA WBS	Task Name	Start	Finish
	Confirm Design Specifications/Features		
	Prepare for Card Design Kickoff		
	Card Design Kickoff		
	Incorporate NH DMV feedback from Card Design Kickoff		
4.2	Develop Card Design and Laminate Design		
	Prepare for Card Design Summit		
	Conduct Card Design Summit		
	Create 1st Draft Card Concepts – Softcopy Proof		
	NH DMV 1st Draft Review/Edits		
	2nd Draft Card Concepts – Softcopy Proof		
	NH DMV 2nd Draft Review/Edits		
	3rd Draft Card Concepts – Softcopy Proof		
	NH DMV 3rd Draft Review/Edits		
	Create DL/ID for AAMVA Standard Verification		
	Draft Mfg Tolerance Review		
	Create Pre-print Artwork Approval Document		
	NH DMV Pre-print Acceptance		
	Draft Developer Specification handoff		
	Create Card Quality Standard		
	Review Card Quality Standard with NH DMV		
	Create PD laser Files for Muhlbauer		
	Receipt at Factory for Card Blank Creation on Melzer		
	Receipt of Card Blanks Design – Card Design/Factory		
	DWM Artwork/SNR Testing		
	Laminate, Diecut, & Laser Engrave Card Blanks Samples for inclusion in Final Card Design Approval Document (CDAD)		
	Develop Special ID (SID) Document Design (With CD Summit)		
	Create 1st Draft SID Card Concepts – Softcopy Proofs		
	NH DMV review of 1st Draft		
	Create 2nd Draft SID Card Concepts – Softcopy Proofs		

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IDEMIA WBS	Task Name	Start	Finish
	NH DMV review of 2nd Draft & approval to move to Scalable Vector Graphics (SVG) Badges		
	SVG Badge File Creation (All Card Formats)		
	SVG Step 1 – Create master badges, with draft Dev notes		
	SVG Step 2 – Print Testing, edit if needed		
	SVG Step 3 – Provide Balance of badges with Dev notes, submit to Print Services Software (PSS)		
	Print samples for inclusion in CDAD		
4.3	Card Design Approval Document (CDAD)		
	Create Draft CDAD		
	NH DMV Draft Review		
	IDEMIA Stakeholder Meeting #2 – review of draft CDAD		
	Incorporate NH DMV CDAD Comments		
	NH DMV CDAD Acceptance		
	Final Dev Specifications hand-off		
	Create Quality Control (QC) Inspection Standard		
	Provide CDAD samples to Doc Auth for early training		
4.4	Level 3 Design Dossier		
	Create Draft Level 3 Design Dossier		
	VP Approval for Release		
	Hand Carry to NH DMV		
4.5	Carrier Design		
	Create 1st Draft Card Concepts – Softcopy Proof		
	NH DMV 1st Draft Review/Edits		
	2nd Draft Card Concepts – Softcopy Proof		
	NH DMV 2nd Draft Review/Edits		
	Create Carrier Approval Document (CAD)		
	NH DMV Approve CAD		
	Carrier spec inputs provided to Configuration Management (CM)		
	Carrier Spec Control Drawings generated		
	Carrier documents circulated for Beta approval		

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IDEMIA WBS	Task Name	Start	Finish
	Carrier documents released at Beta		
	Carrier File Handoff to Factory & Card Design Standard (CDS) (Internal)		
4.6	Documentation and Procurement		
	Generate Beta Documentation		
	NH DMV approval of preprint – TAD		
	Generate supplier artwork files		
	Spec inputs provided to CM		
	Forensic Ink part number (vpn) assigned, request drawdown		
	Spec Control Drawings generated		
	FCPS documents circulated for Beta approval		
	FCPS documents released at Beta		
4.7	Place Purchase Order (PO)		
	Confirm vendor pricing; cost model, request quote		
	Generate PO Req(s) in SharePoint system		
	Finance Approval/Coding		
	Management Approval		
	Place Purchase Order(s)		
	Provide Artwork files & Signature Capture Devices (SCDs) to supplier		
4.8	Lead Time		
	Forensic Ink lead time		
	Lo-Res Color Proof Approval (internal approval only)		
	Press Proof generated via Security Printing Run		
	Bond Testing		
	Below Min Requirements Bond Test requires Exec Approval		
	NH DMV approval of Press Proof/includes min/max densities (aka 1st Article)		
	1st Article Inspection & Report		
	1st Article available to create CDAD samples – link back to Card Design		
4.9	Clear Laminate Production		
	Generate Beta Laminate Documentation		



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IDEMIA WBS	Task Name	Start	Finish
	NH DMV approval of preprint		
	Laminate spec inputs provided to CM		
	Laminate Spec Control Drawing generated		
	Laminate/FCPS documents circulated for approval		
	Laminate/FCPS documents released at Beta/Beta-2		
	Finished Card Production spec Beta-2 generated		
	Place Laminate PO		
	Confirm vendor pricing; cost model, request Quote		
	Generate PO Req(s) in SharePoint system		
	Finance Approval/Coding		
	Management Approval		
	Place Purchase Order(s)		
	Laminate Lead Time		
	Vendor lead time		
	1st Article Sample Rolls to Billerica		
	1st Article Inspection & Report		
	1st Article available – Freight transit to Card Factory		
4.1	NH DMV PR Material Support		
	PR Graphics		
	Law Enforcement PPT		
4.11	Brochure Design		
	Create 1st Draft Brochure Concept		
	NH DMV 1st Draft Brochure Edits/Changes		
	Create 2nd Draft Brochure Concept		
	NH DMV 2nd Draft Brochure Edits/Changes		
	Create Brochure Design Approval Document (BDAD)		
	NH DMV Approval Brochure Approval Document (BDAD)		
	Brochure Production Artwork Created		
	Purchase Order (PO) for Brochure Processed		
	Vendor Proofing/Prepress/Brochure Print Run (QTY ~25K)		
5	Phase 5 – Software Development and QA Testing		

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IDEMIA WBS	Task Name	Start	Finish
5.1	Web Enrollment Development		
	Sprint #1 (Dev & QA Test Cases) (Create BDD)		
	Sprint #2		
	Sprint #3		
	Sprint #4 (QA/Training)		
	Sprint #5		
	Sprint #6		
	Sprint #7		
	Sprint #8		
	Sprint #9		
	Sprint #10		
5.2	Job Uploading Interface (JULI) Development		
	Sprint #1		
	Sprint #2		
	Sprint #3		
	Sprint #4		
	Sprint #5		
	Sprint #6		
	Sprint #7		
	Sprint #8		
	Sprint #9		
	Sprint #10		
6	<i>Phase 6 – Factory Establishment – Primary & DR</i>		
	Equipment & NH Program Setup		
	Factory Bill of Materials (BOM) Development		
	Equipment Order & Receipt		
	Equipment Installation and Testing		
	Factory SW Development		
	Internal Factory Testing		
	QA Card Verification		
	Ready for Customer UAT		
	DR Facility Setup		

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IDEMIA WBS	Task Name	Start	Finish
7	<i>Phase 7 – Testing: QA Readiness</i>		
	Refine QA Test plan		
	Refine QA Test Specification (Test Cases)		
	Develop UAT Specification		
	Develop Data Generator		
	UAT Specification – (NH DMV Acceptance Test Cases)		
8	<i>Phase 8 – Procurement and Infrastructure Build</i>		
8.1	Cloud and Network HW		
	Cloud & Network BOM		
	Procure Infrastructure		
	Set-up Dev/QA/UAT Environments		
	Prod Installation		
8.2	Image Capture Workstation (ICW)		
	Develop Workstation BOM		
	Procure QA/UAT workstation equipment		
	Procure Production workstation equipment		
	Deliver UAT/QA Equipment to NH DMV staging areas		
	Deliver Prod Equipment to NH DMV staging areas		
8.3	Mobile Office		
	Develop Workstation BOM		
	Procure Dev/QA workstation equipment		
	Procure UAT and Production workstation equipment		
	Deliver Equipment to NH DMV staging areas		
9	<i>Phase 9 – Network & Integration Testing</i>		
9.1	Integration Engineering		
	Perform Preliminary Workstation System Integration & Testing		
	Workstation assembly & SW installation (including mfg beta build, ghost PC, etc.)		
	Network Testing and Configuration		
	Develop Firewall Rules Document		
	Submit Firewall Rules Document to NH DMV		
	NH DMV Approval of Firewall Rules Document		

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IDEMIA WBS	Task Name	Start	Finish
	Conduct Provision and Test end-to-end connectivity with NH DMV		
	Complete Network documentation and diagram updates		
10	<i>Phase 10 – User Acceptance Testing</i>		
10.1	UAT/Production Environment		
	UAT Environment Established		
	Integrate SW into UAT		
	Conduct UAT Rehearsal and Prep		
	Resolve issues from UAT Prep		
	Prepare/Conduct Gate 6 UAT Readiness Review – GO NO-GO decision		
10.2	UAT		
	Conduct Pre-UAT with NH DMV		
	NH DMV Conducts UAT		
10.3	QA Card Verification Testing		
	Card Design Verification Test Plan		
	Create Data in DataGen		
	Verify All Card Permutations (Data Input to Variable Printing)		
	Verify Card Spec Test Suite (Physical and Security Features)		
	QA Card Verification Complete		
	Generate Production Card Approval Document (PCAD) set – Sample Cards		
	Obtain PCAD NH DMV Sign-Off		
	PCAD distributed for library updates		
	QA Testing Complete		
	Obtain NH DMV UAT Acceptance		
11	<i>Phase 11 – Comprehensive Training Plan and Curriculum</i>		
11.1	Documentation		
	Prepare Draft User Manual & Quick Ref Guide (QRG) – ICW		
	Prepare Draft Quick Ref Guide (QRG) – Mobile		
	Prepare Final User Manuals & QRGs		

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IDEMIA WBS	Task Name	Start	Finish
11.2	Training		
	Update Training Plan & Schedule		
	Prepare Training Materials – ppt and participant pdf guide		
	Conduct Pre-UAT Training (Leadership & Testers)		
	Conduct UAT Training (Leadership & Testers)		
	Develop e-learning content		
	Publish finalized e-learning content		
	Conduct Training ICW – Train the Trainer		
	Help Desk and End User Support Training (internal IDEMIA)		
12	<i>Phase 12 – Deployment</i>		
	Confirm Pilot & Deployment Plan & Schedule		
	Install Production Environment Software		
	Test In-Bound and Out-Bound Interfaces		
	Disaster Recovery Failover Testing Confirmation		
	Provide Tools for Backup and Recovery of all Applications and Data		
	Prepare/Conduct Gate 7 Pilot/Roll Out Readiness Review – GO NO-GO decision		
	Perform Production Pilot/Go Live/Cutover to new software		
	Resolve Pilot Issues		
	Obtain Pilot NH DMV Sign Off		
	Conduct Field Deployment for Non-Pilot Locations		
	Southern Locations and Mobile Office		
	Northern Locations		
	Obtain Field Deployment NH DMV Signoff		
13	<i>Phase 13 – Operational Support Transition</i>		
	Prepare Field Support & Equipment Maintenance Plan and Business Continuity Plan		
	Prepare Documentation of Operational Procedures		
	Prepare Tier 3 Software Support Prep & Plan		
	Receive Approved Business Continuity Plan		
	Support Tier 3 Applications Pilot/Rollout		

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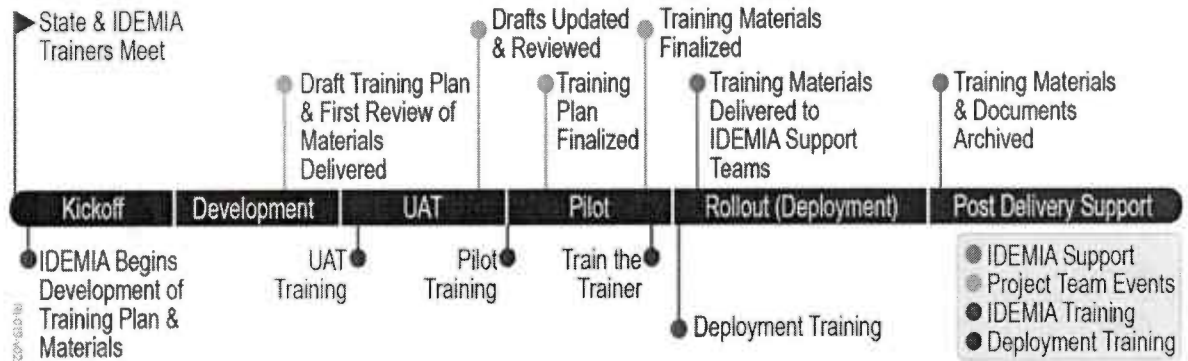
IDEMIA WBS	Task Name	Start	Finish
	Support Tier 3 Server Pilot/Rollout		
	Complete Transition checklist		
	Support Transition checklist completion		
	Receive and Review SharePoint & Secure File Transfer Protocol (SFTP) document links		
	Obtain Software, Servers, and Network T3 Signoff		
	Prepare/Conduct Gate 8 Production Readiness Review – Turnover to Operations & Sustaining		
	Turnover Inventory to Operations and Support for Ongoing Support & Maintenance; Memorialize SFTP & SharePoint		
14	<i>Phase 14 – Acceptance – Project Close Out</i>		
	Prepare Contract deliverables checklist, Requirement compliance, & appropriate communications		
	Ensure compliance of contracts, milestone, deliverables, etc.		
	Prepare/Conduct Program Lessons Learned		
	Lesson Learned Report Published		
	Prepare Acceptance for NH DMV		
	Submit Acceptance to NH DMV for approval		
	<i>Conduct Project Exit Meeting</i>		
	Close project codes; memorialize collaboration sites and PM admin		
	Complete Program	10/15/2024	10/15/2024

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

9. ACCEPTANCE & TESTING SERVICES

The Contractor shall provide a detailed User Acceptance Test Plan. The User Acceptance Test Plan shall be approved and accepted by NH DMV (Exhibit G: Attachment 2).

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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 (Exhibit G: Attachment 3), 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:

The Contractors response time for support shall conform to the specific deficiency class as described below or as agreed to by the parties:

- a) Critical-Urgent: A defect that causes termination of one or more system components or the complete system or causes extensive data corruption. And there are no acceptable alternative methods to achieve required results.
 - i. Resolution is required within 1 Hour.

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- b) High-Critical: A defect that causes termination of one or more system components or the complete system or causes extensive data corruption. However, an acceptable alternative method exists to achieve required results.
 - i. Resolution is required within 2 Hours.
- c) Medium-Minor: A defect that causes the system to produce incorrect, incomplete, or inconsistent results.
 - i. Resolution is expected as quickly as possible, not to exceed thirty business days.
- d) Low-Very Minor: A minor or cosmetic defect that has acceptable workarounds to achieve required results.
 - i. Resolution upon mutually agreed terms with NH DMV.

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.

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

- a. For all maintenance Services calls, the Contractor shall ensure the following information will be collected and maintained:
 - i. nature of the Deficiency;
 - ii. current status of the Deficiency;
 - iii. action plans, dates, and times;
 - iv. expected and actual completion time;
 - v. Deficiency resolution information;
 - vi. resolved by;
 - vii. identifying number i.e. work order number; and
 - viii. issue identified by; and
- b. The Contractor must work with the State to identify and troubleshoot potentially large-scale System failures or Deficiencies by collecting the following information:
 - i. mean time between Reported Deficiencies with the Software;
 - ii. diagnosis of the root cause of the problem; and
 - iii. 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

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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

10.4.1. System

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

10.4.2. 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:

- 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.

10.4.3. 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.

10.4.4. Services

Contractor warrants that all Services to be provided under this Agreement will be provided expeditiously, 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

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.

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To this end, the Contractor shall safeguard the confidentiality, integrity and availability of State information and comply with the following conditions:

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.

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.

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.

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

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.

11.1 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.

11.2 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.

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- a. Incident Response: the Contractor may need to communicate with outside parties regarding a security incident, which may include contacting law enforcement, fielding media inquiries and seeking external expertise as mutually agreed upon, defined by law or contained in the Contract. Discussing security incidents with the State should be handled on an urgent as-needed basis, as part of the Contractor communication and mitigation processes as mutually agreed upon, defined by law or contained in the contract.
- b. Security Incident Reporting Requirements: the Contractor shall report a security incident to the State identified contact immediately if it reasonably believes there has been a security incident.
- c. Breach Reporting Requirements: If the Contractor has actual knowledge of a confirmed data breach that affects the security of any State content that is subject to applicable data breach notification law, the Contractor shall (1) promptly notify the appropriate State identified contact immediately, unless shorter time is required by applicable law, and (2) take commercially reasonable and consistent with industry best practices measures to address the data breach in a timely manner.

11.3 Breach Responsibilities

- 11.3.1. 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.
- 11.3.2. 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.
- 11.3.3. 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:
 - 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; and
 - 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.
- 11.3.4. 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;

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- 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; and
- 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

The Contractor shall provide the following Training Services:

Course and Date(s)	Audience(s)	Location	Description
Web Enrollment UAT Training (4–6 hours) Trainer Observation	UAT Testing Staff Up to 15	State Defined Location or Remote Delivery	UAT Training occurs on Day 1 of the UAT. It will be delivered by the IDEMIA USA trainer to enable the testing staff to become efficient in using the system. A trainer remains available to observe the testing staff.
Web Enrollment Pilot Office Training (4–6 hours)	Pilot Office Staff	State Defined Location or Remote Delivery	Occurs prior to Rollout.
AWS QuickSight (4–6 hours)	Staff responsible for generating Web Enrollment reports	State Defined Location or Remote Delivery	Occurs prior to Rollout.
Print Factory Training (4–6 hours)	Factory personnel at the NH DMV print site	State Defined Location or Remote Delivery	Occurs prior to Rollout.

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Course and Date(s)	Audience(s)	Location	Description
Web Enrollment Train-the-Trainer (6–7 hours)	State Trainers	State Defined Location or Remote Delivery	Occurs prior to Rollout.
Web Enrollment eLearning Module (Optional)	Existing and New Employees	State Defined Location	eLearning module provides training for new and existing employees after Rollout is complete.

- 14.1 The Contractor shall work with NH DMV to finalize training curriculum and preferred training formats. Instructional methods shall include the following:
 - a) In-person (Instructor-Led Sessions)
 - b) One-on-One
 - c) On-line/On Demand (Self-Guided Learning)
- 14.2 Contractor-Supplied Training Courses shall include the following:
 - a) Web Enrollment
 - b) AWS QuickSight Ad Hoc Reports
 - c) Print Factory Training
- 14.3 Modules for Web Enrollment Training shall include the following:
 - a) User Acceptance Testing Training
 - b) Pilot
 - c) Train-the-Trainer
 - d) Deployment
- 14.4 The Contractor shall provide documentation to support training users on the developed solution that includes the following:
 - a) Help Screens
 - b) On-line and Printable Manuals
 - c) Knowledge Bases
 - d) Training Material Development
- 14.5 The Contractor shall observe and follow the progress of the NH DMV attendees and their ability to execute learned skills during their daily activities. Training is not considered complete until each NH DMV user is fully comfortable with the solution.
- 14.6 The Contractor shall provide NH DMV staff access to the Learning Management System (LMS) that houses all required and elective training.
- 14.7 All delivered training materials shall be available for NH DMV staff trainers without access restrictions and with complete rights to reproduce, edit, and copy for the purpose of delivering this training to State employees.

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15. TERMS AND DEFINITIONS

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

16. 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. 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.

5. INVOICE ADDRESS

Invoices may be sent to:

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

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6. PAYMENT ADDRESS

Payments shall be made via ACH. Use the following link to enroll with the State Treasury for ACH payments: <https://www.nh.gov/treasury/state-vendors/index.htm>

7. 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.

8. CREDITS

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

9. 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.

10. PAYMENT SCHEDULE

10.1 Contract Type

10.1.1. Activities / Deliverables / Milestones Pricing

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 NH DMV for the implementation period and five years of card production beginning on the date the first card is produced. All costs for all equipment, supplies, support staff, and services shall be represented in a fully loaded per card model outlined in Exhibit C Section 10.1.2. Invoices shall contain detailed information with the service period and volume of permanent and temporary cards produced during the specified period.

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10.1.2. On-Site Credential Pricing - Per Card billing model

The initial contract term shall include implementation period and five years of card production beginning on the date the first card is produced. All costs for all equipment, supplies, support staff, and services shall be represented in a fully loaded per card cost.

ONSITE CREDENTIAL PRODUCTION OPERATIONS, MAINTENANCE, AND SUPPORT PER CARD PRICING WORKSHEET							
	SFY 2024	SFY 2025	SFY 2026	SFY 2027	SFY 2028	SFY 2029*	SFY 2030*
Credential: Includes support, maintenance, annual card design review, and on-going licensing costs for 2 level 1, 2 level 2 and 1 level 3 security features	\$4.10	\$4.10	\$3.06	\$3.06	\$3.06	\$3.16	\$3.16
Additional cost for eDL Implementation**	\$150,000						
Additional cost for eDL	\$6.50	\$6.70	\$6.90	\$7.11	\$7.32	\$7.54	\$7.77
Additional cost for mDL Implementation**	\$450,000						
Additional cost for mDL	\$0.25	\$0.26	\$0.27	\$0.28	\$0.29	\$0.30	\$0.31
Optional Additional Level 1 security feature: Kinegram	\$0.25	\$0.26	\$0.27	\$0.28	\$0.29	\$0.30	\$0.31
Total Per Card:	\$4.10	\$4.10	\$3.06	\$3.06	\$3.06	\$3.16	\$3.16

* *Optional Years*

** *Due upon eDL/mDL Implementation*

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EXHIBIT C – PRICE AND PAYMENT SCHEDULE

10.1.3. One Time Cost

The state may request additional ICWs or Kiosks from the Contractor and require rates in the event that additional equipment is required. The following format must be used to provide this information.

ONE TIME COST: ADDITIONAL ICWS AND KIOSKS								
		SFY 2024	SFY 2025	SFY 2026	SFY 2027	SFY 2028	SFY 2029*	SFY 2030*
	HARDWARE ITEM							
1	Additional ICW- Mobile Unit	\$15,177	\$15,632	\$16,101	\$16,584	\$17,082	\$17,594	\$18,122
2	Additional ICW- Stationary	\$15,177	\$15,632	\$16,101	\$16,584	\$17,082	\$17,594	\$18,122
3	Kiosk- Back Office Deployment & 1 Kiosk**	TBD**						
4	Additional Kiosk	\$48,792	\$50,256	\$51,764	\$53,317	\$54,917	\$56,565	\$58,262

** Optional Years*

***Back Office Deployment is required for the purchase and operation of kiosks. A custom solution will need to be developed in collaboration with the State of New Hampshire in order to execute this option.*



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EXHIBIT C – PRICE AND PAYMENT SCHEDULE

10.1.4. 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.

FUTURE VENDOR PRICING WORKSHEET							
VENDOR ROLE	SFY 2024	SFY 2025	SFY 2026	SFY 2027	SFY 2028	SFY 2029*	SFY 2030*
Project Manager	\$280.16	\$288.56	\$297.22	\$306.14	\$315.32	\$324.78	\$334.52
Operations Manager	\$259.47	\$267.25	\$275.27	\$283.53	\$292.04	\$300.80	\$309.82
Solution Architect	\$220.67	\$227.29	\$234.11	\$241.13	\$248.36	\$255.81	\$263.48
Testing Manager	\$176.32	\$181.61	\$187.06	\$192.67	\$198.45	\$204.40	\$210.53

**Optional Year*

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EXHIBIT C – PRICE AND PAYMENT SCHEDULE

10.1.5 Proposed State Staff Resource Hours

Use the Proposed State Staff Resource Hours Worksheet to indicate the State roles that will need to be assigned to the Project to support your proposed Implementation approach. Information is required by stages identified in the table below.

PROPOSED STATE STAFF, RESOURCE HOURS						
	Director of Operations	System Administrator -Support	Operations System - Support	Information Technology (IT) Support	Operations Supervisor	Card Production Associates
Planning & Project Management						
Installation				640		
Testing						
System Deployment		1,140	1,140			
Operations**	260	260	260	260	2,080	2,080
Total	260	1,400	1,400	900	2,080	2,080

PROPOSED STATE STAFF, RESOURCE HOURS- Continued						
	Security Specialist	Training Lead	System Specialist	Project Manager	Testing Lead	Test Team
Planning & Project Management				2,280		
Installation						
Testing					100	300
System Deployment	220	440	900			
Operations**	520	260				
Total	740	700	900	2,280	100	300

**Operation hours are annual hours after delivery

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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 an electronic version in both Microsoft Word and PDF formats 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; or
- 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. 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.

STATE OF NEW HAMPSHIRE
Department of Safety- Division of Motor Vehicles
DOS 2023-004 – Credential Fulfillment System
EXHIBIT D – SOFTWARE LICENSE AGREEMENT

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; and
- 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.

Unless specified otherwise in this agreement,

- a. Contractor will not indemnify the State if the State alters the Contracted Resources without Contractor’s consent or uses it outside the scope of use identified in Contractor’s user Documentation or if the State uses a version of the Contracted Resources which has been superseded, if the infringement claim could have been avoided by using an unaltered current version of the Contracted Resources which was provided to the State at no additional cost. Contractor will not indemnify the State to the extent that an infringement claim is based upon any information design, Specification, instruction, Software, data, or material not furnished by Contractor. Contractor will not indemnify the State to the extent that an infringement claim is based upon the combination of any Contracted Resources with any products or services not provided by Contractor without Contractor’s consent.

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.

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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.

10. Software Escrow. Contractor agrees to provide to the State the currently existing source code and any other tools and requirements necessary to create executable or interpretive programs. This information may be provided to the State either directly, with any such protections as required by the Contractor or through a mutually agreed upon Escrow Agreement. Contractor shall be responsible for all costs associated with the Escrow Agreement and the State shall not assume any liability to the Company or Escrow Agent as a result of the Agreement.

Contractor agrees that the State shall be entitled to utilize the source code in its possession and/or demand a release of the source code from the Escrow Agent upon the occurrence of any of the following events ("Release Events"):

- (a) Contractor has made an assignment for the benefit of creditors;
- (b) Contractor institutes or becomes subject to a liquidation or bankruptcy proceeding of any kind;
- (c) A receiver or similar officer has been appointed to take charge of all or part of Contractor's assets;
- (d) Contractor terminates its maintenance and operations support services for the State for the Software or has ceased supporting and maintaining the Software for the State whether due to its ceasing to conduct business generally or otherwise, except in cases where the termination or cessation is a result of the non-payment or other fault of the State;
- (e) Contractor defaults under the Contract; or
- (f) Contractor ceases its on-going business operations or that portion of its business operations relating to the licensing and maintenance of the Software.

Upon the occurrence of a Release Event, Contractor hereby grants the State the right to use, copy, modify, display, distribute, and prepare derivative works of the source code, and to authorize others to do the same on behalf of the State (Contractors, agents, etc.), solely for the purpose of completing the performance of Contractor's obligations under the Contract, including, but not limited to, providing maintenance and support for the Software and subject to the rights granted in this Contract.

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STATE OF NEW HAMPSHIRE
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DOS 2023-004 – Credential Fulfillment System
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-1.			
DISPUTE RESOLUTION RESPONSIBILITY AND SCHEDULE TABLE			
LEVEL	CONTRACTOR POINT OF CONTACT	STATE POINT OF CONTACT	CUMULATIVE ALLOTTED TIME
Primary		Janet Bouchard, Project Manager Ph: (603) 227-4050 janet.l.bouchard@dos.nh.gov	5 Days
First		John Marasco, Project Sponsor Ph: (603) 227-4050 john.c.marasco@dos.nh.gov	10 Days
Second		Robert 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

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EXHIBIT E – ADMINISTRATIVE SERVICES

relating to any litigation matters regarding the Contract shall be kept for one (1) year following the termination of all litigation, including the termination of all appeals or the expiration of the appeal period.

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

6.1.1. Computer Use

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

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- d. 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.
- e. 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.
- f. That computer use shall follow the State standard policy (Statewide Computer Use Policy is available upon request)

6.1.2. 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).

6.1.3. 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).

6.2 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.

6.3 Workspace Requirement

The State will work with Contractor to determine requirements for providing necessary workspace and office equipment for Contractor's staff.

6.4 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.

STATE OF NEW HAMPSHIRE
Department of Safety- Division of Motor Vehicles
DOS 2023-004 – Credential Fulfillment System
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.
Agreement	A Contract duly executed and legally binding.
API	Application Programming Interface is a set of functions and procedures allowing the creation of applications that access the features or data of an operating system, application, or other service.
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 NH 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>
Contract	An agreement between the State of New Hampshire and a Vendor which creates binding obligations for each party to perform as specified in the contract documents. Contract documents include the State P-37 General Provisions, and all Exhibits and attachments, which represent the understanding and acceptance of the reciprocal legal rights and duties of the parties with respect to the Scope of Work.

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EXHIBIT F – TERMS AND DEFINITIONS

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.
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 an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to 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	A Deliverable is any Written, Software, or Non-Software Deliverable (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.
DoIT	New Hampshire Department of Information Technology
eDL	Enhanced Driver’s License. Enhanced Driver’s License (EDL) programs have been developed to provide U.S. (and Canadian) citizens with an alternative cross-border travel document that meets the requirements of the Western Hemisphere Travel Initiative (WHTI) as defined in the 2020 AAMVA DL/ID Card Design Standard.
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.
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.

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EXHIBIT F – TERMS AND DEFINITIONS

ICAO	International Civil Aviation Organization is an image/photo standard
ICW	Image Capture Workstation
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.
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.
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.
MAAP	Municipal Agent Automation Project (MAAP) is NH DMV's Motor Vehicle Registration and Title System.
mDL	Mobile Driver's License.
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 NH RSA chapter 21-R:10 and NH 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 (PII)	"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.

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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.
Software	All Custom, SAAS and COTS computer programs and applications 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.
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.

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STATE OF NEW HAMPSHIRE
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EXHIBIT F – TERMS AND DEFINITIONS

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.
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.
Verification	Supports the confirmation of authority to enter a computer system application or network.
VISION	Vehicle Information System in an On-line Network is NH DMV's driver record management system.
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: <i>Business/Technical Requirements and Deliverables</i> . 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.
XML	Extensible Markup Language (XML) is a markup language that provides rules to define any data.

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Contractor Initials:

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Mh

Date: 12/4/2023 | 1:16:36 PM EST

STATE OF NEW HAMPSHIRE
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DOS 2023-004 – Credential Fulfillment System
EXHIBIT G – ATTACHMENTS AND CONTRACTOR CERTIFICATES

EXHIBIT G – ATTACHMENTS AND CONTRACTOR CERTIFICATES

1. ATTACHMENTS

- a. Vendor Risk Assessment Report (VRAR) – Attachment 1
- b. User Acceptance Test Plan Sample- Attachment 2
- c. Support and Maintenance Plan – Attachment 3
- d. DOS 2023-004 RFP – Attachment 4
- e. Contractors Technical Proposal – Attachment 5

2. CONTRACTOR CERTIFICATES

- a. Contractor's Certificate of Good Standing
- b. Contractor's Certificate of Vote/Authority
- c. Contractor's Certificate of Insurance

Remainder of this page intentionally left blank.

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 IDEMIA IDENTITY & SECURITY USA LLC is a Delaware Limited Liability Company registered to transact business in New Hampshire on August 23, 2007. 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: **583165**

Certificate Number: **0006323651**



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 20th day of September A.D. 2023.

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

David M. Scanlan
Secretary of State



IDEMIA Identity & Security N.A. LLC
11951 Freedom Drive, Suite 1800
Reston, VA 20190
(703) 775-7800

04 December 2023

Subject: Michael Hash Letter of Authorization

Reference: STATE OF NEW HAMPSHIRE Department of Safety- Division of Motor Vehicles DOS 2023-004 – Credential Fulfillment System

To Whom It May Concern,

Michael Hash, Business Line Vice President of Civil Identity, has been duly authorized to sign this agreement on behalf of IDEMIA Identity & Security USA LLC ("the Company") pursuant to the Company's Delegation of Authority ("DOA") procedures, themselves consistent with the Limited Liability Company Agreement.

Respectfully,

DocuSigned by:

3532F3FBD7E4448
Jack Dupee
Legal & Contracts
IDEMIA Identity & Security USA LLC





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/30/2023

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

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

PRODUCER Marsh & McLennan Agency LLC 5500 Cherokee Avenue, Suite 300 Alexandria VA 22312		CONTACT NAME: PHONE (A/C, No, Ext): 800-274-0268 E-MAIL: macertificates@marshmma.com ADDRESS:		FAX (A/C, No):	
		INSURER(S) AFFORDING COVERAGE		NAIC #	
		INSURER A: Sentry Insurance Company		24988	
INSURED IDEMIA Identity & Security USA LLC 11951 Freedom Drive Suite 1800 Reston VA 20151		IDEMHIDENT INSURER B: XL Insurance America, Inc.		24554	
		INSURER C: Travelers Prop & Casualty Co of America		25674	
		INSURER D:			
		INSURER E:			
		INSURER F:			

COVERAGES

CERTIFICATE NUMBER: 1594274602

REVISION NUMBER:

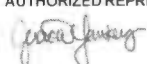
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE 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	
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR SIR \$100k <input checked="" type="checkbox"/> PCOSIR 1,778,500 GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	Y	Y	US00104699L122A	12/30/2022	4/30/2024	EACH OCCURRENCE	\$ 2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 2,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COM/POP AGG	\$ 2,000,000
								\$
C	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	8107W328111 EX7W329341	4/30/2023 4/30/2023	4/30/2024 4/30/2024	COMBINED SINGLE LIMIT (Ea accident)	\$ 2,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
							Excess Auto Limit	\$ 1,000,000
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ \$10,000			US00104700L122A	12/30/2022	4/30/2024	EACH OCCURRENCE	\$ 9,000,000
							AGGREGATE	\$ 9,000,000
								\$
A	<input checked="" type="checkbox"/> 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/A	9017190001 9017190002	12/31/2022 12/31/2022	12/31/2023 12/31/2023	<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)

CERTIFICATE HOLDER

CANCELLATION

New Hampshire Department of Safety Attn: Tom Kaempfer 33 Hazen Drive Concord NH 03301	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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