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

July 1, 2020

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

INFORMATIONAL ITEM

Pursuant to RSA 4:45, RSA 4:47, and Section 4 of Executive Order 2020-04 as extended by Executive Orders 2020-05, 2020-08, 2020-09, 2020-10 and 2020-14, Governor Sununu has authorized the Department of Information Technology, on behalf of the Department of Safety, Division of Motor Vehicles (Dos, DMV) to enter into a **SOLE SOURCE** Contract with Q-Matic Corporation, of Duluth GA, in the amount of $208,920.92 to provide a hosted scheduling and queuing system to the DMV to allow for appointment-only customer services at DMV locations, effective upon approval through June 20, 2025.

100% Other (Agency Class 27) funds: the Agency Class 027 used by the Department of Safety to reimburse DoIT is 100% Agency Income (Cost of Collections) funds.

Funds are available in the following account for State Fiscal Years 2021 and are contingent upon the availability and continued appropriation of funds in future operating budgets for SFY 2022, 2023, 2024, and 2025, with the authority to adjust encumbrances between fiscal years through the Budget Office, if needed and justified.

AT#-DEPT#-AGENCY#-ACCOUNTING UNIT #- DEPT NAME- AGENCY NAME -ACCOUNTING UNIT NAME CLASS- OBJECT - DESC	Activity Code	SFY	Total Cost
01-03-03-030010-76230000 DOIT - IT for DOS 038-509038 ASD DOS HW/SW FOR DMV	03230147	2021	$71,356.14
01-03-03-030010-76230000 DOIT - IT for DOS 038-509038 ASD DOS HW/SW FOR DMV	03230147	2022	$33,580.68
01-03-03-030010-76230000 DOIT - IT for DOS 038-509038 ASD DOS HW/SW FOR DMV	03230147	2023	$34,113.88
01-03-03-030010-76230000 DOIT - IT for DOS 038-509038 ASD DOS HW/SW FOR DMV	03230147	2024	$34,657.74
01-03-03-030010-76230000 DOIT - IT for DOS 038-509038 ASD DOS HW/SW FOR DMV	03230147	2025	$35,212.48
		Contract Total	$208,920.92

"Innovative Technologies Today for New Hampshire's Tomorrow"

EXPLANATION

The Department of Information Technology, on behalf of the Department of Safety, Division of Motor Vehicles (DMV) requested Governor approval to enter into a **SOLE SOURCE** contract with Q-Matic Corporation to provide it's proprietary web-based, hosted, appointment-booking interface with text messaging and other associated services to the State as described in Q-Matic Corporation's quote for services. Due to COVID-19 emergency the Division of Motor Vehicles is in need of a scheduling solution to allow for continued and safe customer support services.

Q-Matic will provide the Division of Motor Vehicles with its proprietary Scheduling system, allowing the DMV to re-open on a by-appointment basis in response to the COVID-19 pandemic. Q-Matic currently supplies the DMV with its proprietary Queue Management System, which fully integrates with the Scheduling system, allowing the DMV to maintain safe citizen access to its locations. Future costs associated with this project include possible expansion to DMV substations in the future. Funding is expected to be available in future Operating Budgets to cover those costs. Although there were no open source solutions proposed for this project, the solution complies with State requirements with respect to open standards and open data formats. DMV remains open to the use of open source software for use in testing of the solution.
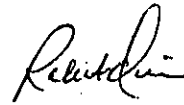
Currently, the State uses Q-Matic Corporation's queue management system at five of its locations. The current system is hosted in the Department of Safety's datacenter. In addition to implementation services for the appointment booking and texting solutions, the contract will provide for moving the existing queuing system to Q-Matic Corporation's hosting environment and also includes on-going support and maintenance.

As referenced in the attached Agreement, the parties may extend contracted services for (2) two times for (2) years each in addition to the initial contract term of 5 years.

With the Governor's approval, the Division of Motor Vehicles will be able to respond to the increasing demand of its customers both in person as well as by phone while still adhering to CDC guidance as well as the social distancing recommendations of the Universal Guidelines. The Division is experiencing an unprecedented demand for its in-person services (license issuance, knowledge and driving tests, etc). Currently, the Division is utilizing an outdated application to schedule appointments. This application has been designed for a completely different use and has been repurposed for all customer appointment scheduling during the pandemic. This legacy system is not able to accommodate the complexity of appointment needs and does not have many capabilities for customization. More importantly, this legacy application can only be accessed by DMV employees. As such, in order to schedule an appointment, a customer has to call the DMV (we are experiencing extremely high call volumes and long wait times) and speak to a customer service rep or request a call back. The high call volume requires the Division to dedicate more resource to respond to calls, which in turn affects our ability to increase availability of in person appointments. In addition, the current system has experienced outages, which effectively have stopped all appointment scheduling abilities.

The proposed purchase will allow the Division to deploy a web based, customer facing scheduler that will allow the customers to schedule appointments directly on our website and allow us to divert some resources to in-person appointments.

Respectfully Submitted,

Robert L. Quinn
Commissioner
Department of Safety

for Denis Goulet
Commissioner
Department of Information
Technology

DG/kaf
DoIT #2020-100
RID: 51866

cc: Ron Reed, DoIT IT Leader

STATE OF NEW HAMPSHIRE

DEPARTMENT OF INFORMATION TECHNOLOGY

27 Hazen Dr., Concord, NH 03301
Fax: 603-271-1516 TDD Access: 1-800-735-2964
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Denis Goulet
Commissioner

June 17, 2020

His Excellency, Governor Christopher T. Sununu
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Information Technology, on behalf of the Department of Safety, Division of Motor Vehicles (Dos, DMV) to enter into a **SOLE SOURCE** Contract with Q-Matic Corporation, of Duluth GA, in the amount of $208,920.92 to provide a hosted scheduling and queuing system to the DMV to allow for appointment-only customer services at DMV locations, effective upon approval through June 20, 2025.

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		Contract Total	$208,920.92

"Innovative Technologies Today for New Hampshire's Tomorrow"

EXPLANATION

The Department of Safety, Division of Motor Vehicles (DMV) respectfully requests approval to enter into a **SOLE SOURCE** contract with Q-Matic Corporation to provide its proprietary web-based, hosted, appointment-booking interface with text messaging and other associated services to the State as described in Q-Matic Corporation's quote for services. Due to COVID-19 emergency the Division of Motor Vehicles is in need of a scheduling solution to allow for continued and safe customer support services.

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As referenced in the attached Agreement, the parties may extend contracted services for (2) two times for (2) years each in addition to the initial contract term of 5 years.

Should the Governor not authorize this request the Division of Motor Vehicles will not be able to respond to the increasing demand of its customers both in person as well as by phone while still adhering to CDC guidance as well as the social distancing recommendations of the Universal Guidelines. The Division is experiencing an unprecedented demand for its in-person services (license issuance, knowledge and driving tests, etc.). Currently, the Division is utilizing an outdated application to schedule appointments. This application has been designed for a completely different use and has been repurposed for all customer appointment scheduling during the pandemic. This legacy system is not able to accommodate the complexity of appointment needs and does not have many capabilities for customization. More importantly, this legacy application can only be accessed by DMV employees. As such, in order to schedule an appointment, a customer has to call the DMV (we are experiencing extremely high call volumes and long wait times) and speak to a customer service rep or request a call back. The high call volume requires the Division to dedicate more resource to respond to calls, which in turn affects our ability to increase availability of in person appointments. In addition, the current system has experienced outages, which effectively have stopped all appointment scheduling abilities.

The proposed purchase will allow the Division to deploy a web based, customer facing scheduler that will allow the customers to schedule appointments directly on our website and allow us to divert some resources to in-person appointments.

The Department of Information Technology and the Department of Safety, Division of Motor Vehicles respectfully requests approval of this contract.

Respectfully Submitted,

Robert L. Quinn
Commissioner
Department of Safety

for Denis Goulet
Commissioner
Department of Information
Technology

I hereby approve this request pursuant to RSA 4:45, RSA 4:47, and Section 4 of Executive Order 2020-04 as extended by Executive Orders 2020-05, 2020-08, 2020-09 and 2020-10.

June 30, 2020

Date

Name: Governor Christopher T. Sununu

DG/kaf
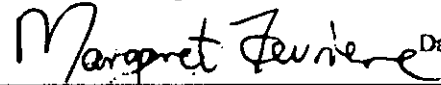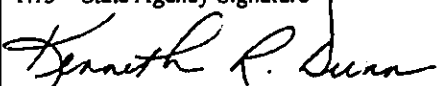DoIT #2020-100
RID: 51866

cc: Ron Reed, DoIT IT Leader

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		1.2 State Agency Address	
Department of Information Technology		27 Hazen Dr Concord, NH 03301	
1.3 Contractor Name		1.4 Contractor Address	
Q-Matic Corporation		2875 Breckinridge Blvd #100, Duluth, GA 30096	
1.5 Contractor Phone Number 770-817-4250	1.6 Account Number 01-03-03-030010-76230000 038-509038 Activity Code 03230147	1.7 Completion Date June 30, 2029	1.8 Price Limitation $208,920.92
1.9 Contracting Officer for State Agency Denis Goulet		1.10 State Agency Telephone Number 603-223-5703	
1.11 Contractor Signature *Margaret Fevriere* Date: 06/17/2020		1.12 Name and Title of Contractor Signatory Margaret Fevriere, Financial Controller	
1.13 State Agency Signature *Kenneth R. Dunn* Date: 06/18/2020		1.14 Name and Title of State Agency Signatory Kenneth R. Dunn for Denis Goulet Commissioner, Department of Information Technology	
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: *Erik Bal* On: 7/2/2020			
1.17 Approval by the Governor and Executive Council *(if applicable)* G&C Item number: G&C Meeting Date:			

Contractor Initials __MF__

Date __06/17/2020__

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.
3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.17, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("Effective Date").
3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.
Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds affected by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.
5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT C which is incorporated herein by reference.
5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete

compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.
5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.
5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.
6.1 In connection with the performance of the Services, the Contractor shall comply with all applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.
6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.
6.3. The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.
7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.
7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.
7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

Contractor Initials __MF__

Date __06/16/20__

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

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

9. TERMINATION.

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

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT B. In addition, at the State's discretion, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement.

10. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.

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

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

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

11. CONTRACTOR'S RELATION TO THE STATE. In the

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

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

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

13. INDEMNIFICATION. Unless otherwise exempted by law,

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

Contractor Initials __MF__

Date _06/17/20_

Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.
14.1 The Contractor shall, at its sole expense, obtain and continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:
14.1.1 commercial general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than $1,000,000 per occurrence and $2,000,000 aggregate or excess; and
14.1.2 special cause of loss coverage form covering all property subject to subparagraph 10.2 herein, in an amount not less than 80% of the whole replacement value of the property.
14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.
14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

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

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

17. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

18. CHOICE OF LAW AND FORUM. This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

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

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

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

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

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

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

Contractor Initials __MF__

Date _06/17/20_

STATE OF NEW HAMPSHIRE

Department of Motor Vehicles

QMATIC Orchestra 7 Scheduler

DOS – 2020-100

PART 2

INFORMATION TECHNOLOGY PROVISIONS

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State of NH Contract
Date: 06/17/20
Contractor's Initials MF

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TERMS AND DEFINITIONS

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

TERM	DEFINITION
Acceptance	Notice from the State that a Deliverable has satisfied Acceptance Test or Review.
Acceptance Letter	An Acceptance Letter provides notice from the State that a Deliverable has satisfied Acceptance Tests or Review.
Acceptance Period	The timeframe during which the Acceptance Test is performed.
Agreement	A Contract duly executed and legally binding.
Attachment	Supplementary material that is collected and appended at the back of a document.
Authorized Persons / Users	The Vendor's employees, Contractors, Subcontractors or other agents who need to access the State's Personal Data to enable the Contractor to perform the Services required.
Breach of Security or Breach	Unlawful and unauthorized acquisition of unencrypted computerized Data that materially compromises the security, confidentiality or integrity of personal information maintained by a person or commercial entity. "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. Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.

Bug	A condition where the CFM System does not perform to its specifications, e.g. by an error in the CFM System design, code or conflicts between Applications, which may lead to an Error.
Business Hours	The Vendor's personnel shall work normal business hours between 8:00 a.m. and 5:00 p.m. ET, eight (8) hour days, forty (40) hour weeks, excluding State of New Hampshire holidays.
Case	The reporting and logging of an Error buy the Client to Qmatic.
Certification	The Vendor's written declaration with full supporting and written Documentation (including without limitation test results as applicable) that the Vendor has completed development of the Deliverable and certified its readiness for applicable Acceptance Testing or Review.
Case	The Reporting and logging of an Error, by the State to Qmatic.
CFM System	The Software (i.e. all the Applications) provided by Qmatic and licensed to the State.
Change Request/Order or CR	Formal documentation prepared for a proposed changed within the specifications or scope of work requested and approved by both parties that becomes effective only when signed by an authorized representative of both parties.
Client	The State of New Hampshire Department of Motor Vehicles
Completion Date	End date for the Contract. (See Contract Agreement, P-37 General Provisions, Block 1.7)

Computer Security Incident	"Computer 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.
Confidential Information	Information required to be kept Confidential from unauthorized disclosure under the Contract. "Confidential Information" or "Confidential Data" means all confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Protected Health Information and Personally Identifiable Information. Confidential Information also includes any and all information owned or managed by the State of NH - created, received from or on behalf of any state agency 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 Personal Health Information (PHI), Personally Identifiable Information (PII), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.
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 Agreement	Part 1, 2, and 3. The Documentation consisting of the P-37, IT General Provisions, IT Provisions, and the Exhibits which represents the understanding and acceptance of the reciprocal legal rights and duties of the parties with respect to the Scope of Work.

Contract Conclusion	Refers to the conclusion of the Contract, for any reason, including but not limited to, the successful Contract completion, termination for convenience, or termination for default.
Contract Documents	Documents that comprise this Contract. (See Part 2, IT Provisions – Section 1.1)
Contract Manager(s)	The persons identified by the State and the Vendor who shall be responsible for all Contractual authorization and administration of the Contract. These responsibilities shall include but not be limited to processing Contract Documentation, obtaining executive approvals, tracking costs and payments, and representing the parties in all Contract administrative activities.
Contract Price	The total, not to exceed amount to be paid by the State to the Contractor for product and Services described in the Contract Agreement. This amount is listed in Part 1, P-37 General Provisions – Section 1.8: Price Limitation, as well as Part 3, Exhibit B – Paragraph 2: Contract Price.
Contractor/Contracted Vendor	The vendor whose proposal or quote was awarded the Contract with the State and who is responsible for the Services and Deliverables of the Contract.
Custom Code	Code developed by the Contractor specifically for this Project for the State of New Hampshire.
Data	State's records, files, forms, Data and other documents or information, in either electronic or paper form, that will be used /converted by the Vendor during the Contract Term.
Data Breach	The unauthorized access by a non-authorized person(s) that results in the use, disclosure or theft of the State's unencrypted Non-Public Data.
Deficiency (-ies)/Defects	A failure, Deficiency or Defect 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, other), provided by the Contractor to the State or under the terms of a Contract requirement.
Department	An agency of the State
Department of Information Technology (DoIT)	The Department of Information Technology established under RSA chapter 21-R by the Legislature effective September 5, 2008.
Documentation	All information that describes the operation, and use of the Software, either in printed or electronic format.
Effective Date	The Contract and all obligations of the parties hereunder shall become effective on the date the Governor and the Executive Council of the State of New Hampshire approves the Contract.
Encryption	The process of converting data to an unrecognizable or "encrypted" form. It is commonly used to protect sensitive information so that only authorized parties can view it. This includes files and storage devices, as well as data transferred over wireless networks and the Internet.
Enhancements	Updates, additions, modifications to, and new releases for the Software or System, and all changes to the Documentation as a result of Enhancements.
Error	Any event which is not part of the standard operation of the CFM System and which causes, or may cause, an interruption or a reduction in, the quality or the usability of the CFM System, such as identification of a Bug.

Event of Default	Any one or more of the following acts or omissions of a Vendor shall constitute an Event of Default hereunder ("Event of Default"): a. failure to perform the Services satisfactorily or on Schedule; b. failure to submit any report required; and/or c. failure to perform any other covenant, term or condition of the Contract.
Fully Loaded	Rates are inclusive of all allowable expenses, including, but not limited to: meals, hotel/housing, airfare, car rentals, car mileage, and out of pocket expenses.
Governor and the Executive Council	The New Hampshire Governor and the Executive Council.
Hosting Services	The management of specified software applications by an Application Service Provider in a shared environment on behalf of the State and exclusively for the benefit of permitted users of the Software.
Hosting System	The combination of hardware, software and networking components used by the Application Service Provider to deliver the Hosting Services.
Identification and Authentication	Supports obtaining information about those parties attempting to log on to a system or application for security purposes and the validation of those users.
Implementation	The process for making the System fully Operational for processing the Data.
Implementation Plan	Sets forth the transition from development of the System to full operation, and includes without limitation, training, business and technical procedures.
Intent to Negotiate	The purpose of the letter of intent is to ensure there is a "meeting of the minds" on price and key terms before the parties expend significant resources and legal fees in pursuing a procurement.
Invoking Party	In a dispute, the party believing itself aggrieved.

Key Project Staff	Personnel identified by the State and by the Vendor as essential to work on the Project.
License	Rights to use the proprietary Software, Software Updates, online and/or hard-copy documentation and user guides.
Licensee	The State of New Hampshire
Maintenance Release	Is a release of a product that does not add new features or content.
Maintenance Service	Access to the software patches and software upgrades.
National Institute of Standards and Technology (NIST)	A unit of the U.S. Commerce Department. Formerly known as the National Bureau of Standards, NIST promotes and maintains measurement standards. It also has active programs for encouraging and assisting industry and science to develop and use these standards.
Non-Exclusive Contract	A Contract executed by the State that does not restrict the State from seeking alternative sources for the Deliverables or Services provided under the Contract.
Non-Public Data	Data, other than Personal Data, that is not subject to distribution to the public as public information. It is deemed to be sensitive and confidential by the State because it contains information that is exempt by statute, ordinance or administrative rule from access by the general public as public information.
Non-Software Deliverables	Deliverables that are not Software Deliverables or Written Deliverables, e.g., meetings, help support, Services, other.
Not to Exceed (NTE)	The commitment by the vendor that the value of an interim estimate (plus contingency allowances) will not exceed the amount of the firm proposal and estimates to be submitted at a later date. A NTE value, however, downward depending on the changes in the scope of work or in the associated specifications.

Notice to Proceed (NTP)	The State Contract Manager's written direction to the Vendor to begin work on the Contract on a given date and time.
Open Data Formats	A file format for storing digital data, defined by a published specification usually maintained by a standards organization, and which can be used and implemented by anyone.
Open Source Software	Software that guarantees the user unrestricted use of the Software as defined in RSA chapter 21-R:10 and RSA chapter 21-R:11.
Open Standards	Specifications for the encoding and transfer of computer Data that is defined in RSA chapter 21-R:10 and RSA chapter 21-R:13.
Operating System	System is fully functional, all Data has been loaded into the System, is available for use by the State in its daily operations.
Operational	Operational means that the System is operating and fully functional, all Data has been loaded; the System is available for use by the State in its daily operations, and the State has issued an Acceptance Letter.
Order of Precedence	The order in which Contract/Documents control in the event of a conflict or ambiguity. A term or condition in a document controls over a conflicting or ambiguous term or condition in a document that is lower in the Order of Precedence.
Parties	The Contractor and the State of New Hampshire collectively.

Personal Data	"Personally Identifiable Information" (or "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 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.
Project Holdback	Portion of payment to a contractor withheld by the State of New Hampshire until a deliverable finished to the agencies satisfaction.
Project Management Plan	A document that describes the processes and methodology to be employed by the Vendor to ensure a successful project.
Project Manager(s)	The persons identified who shall function as the State's and the Vendor's representative with regard to Review and Acceptance of Contract Deliverables, invoice sign off, and Review and approval of Change Requests (CR) utilizing the Change Control Procedures (CCP).
Project Staff	State personnel assigned to work with the Vendor on the Project.
Project Team	The group of State employees and Vendor's personnel responsible for managing the processes and mechanisms required such that the Services are procured in accordance with the Work Plan on time, on budget and to the required Specifications and quality.
Proposal	The submission from a Vendor in response to the Request for a Proposal or Statement of Work.
Review	The process of Reviewing Deliverables for Acceptance.

Review Period	The period set for Review of a Deliverable. If none is specified then the Review Period is five (5) business days.
Schedule	The dates described in the Work Plan for deadlines for performance of Services and other Project events and activities under the Contract.
Services	The work or labor to be performed by the Vendor on the Project as described in the Contract.
Service Levels	The Time within Qmatic shall respond to a case.
Software	All Custom, SAAS and COTS Software provided by the Vendor under the Contract.
Software Deliverables	All Custom, SAAS and COTS Software and Enhancements.
Software License	Licenses provided to the State under this Contract.
Software-as-a-Service (SaaS)	The capability provided to the State to use the Contractor's applications running on a cloud infrastructure. The applications are accessible from various client devices through a thin-client interface such as a Web browser (e.g., Web-based email) or a program interface. The State does not manage or control the underlying cloud infrastructure including network, servers, Operating Systems, storage or even individual application capabilities, with the possible exception of limited user-specific application configuration settings.
Solution	The Solution consists of the total Solution, which includes, without limitation, Software and Services, addressing the requirements and terms of the Specifications. The off-the-shelf Software and configured Software customized for the State provided by the Vendor.

Specifications	The written Specifications that set forth the requirements which include, without limitation, this RFP, the Proposal, the Contract, any performance standards, Documentation, applicable State and federal policies, laws and regulations, State technical standards, subsequent State-approved Deliverables, and other Specifications and requirements described in the Contract Documents. The Specifications are, by this reference, made a part of the Contract as though completely set forth herein.
State Data	All Data created or in any way originating with the State, and all Data that is the output of computer processing of or other electronic manipulation of any Data that was created by or in any way originated with the State, whether such Data or output is stored on the State's hardware, the Contractor's hardware or exists in any system owned, maintained or otherwise controlled by the State or by the Contractor.
State Fiscal Year (SFY)	The New Hampshire State Fiscal Year extends from July 1st through June 30th of the following calendar year.
State Project Leader	State's representative with regard to Project oversight.
State's Confidential Information	State Data and information and Confidentiality regardless of its form that is not subject to public disclosure under applicable state and federal laws and regulations, including but not limited to RSA Chapter 91-A: Access to Government Records and Meetings.
State's Confidential Records	State's information regardless of its form that is not subject to public disclosure under applicable state and federal laws and regulations, including but not limited to RSA chapter 91-A: Access to Governmental Records and Meetings.

State's Project Manager (PM)	State's representative with regard to Project Management and technical matters. Agency Project Managers are responsible for Review and Acceptance of specific Contract Deliverables, invoice sign off, and Review and approval of a Change Request (CR).
Statement of Work (SOW)	A Statement of Work clearly defines the basic requirements and objectives of a Project. The Statement of Work also defines a high level view of the architecture, performance and design requirements, the roles and responsibilities of the State and the Vendor. The Contract Agreement SOW defines the results that the Vendor remains responsible and accountable for achieving.
Subcontractor	A person, partnership, or company not in the employment of, or owned by, the Vendor, which is performing Services under this Contract under a separate Contract with or on behalf of the Vendor.
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, and interfaces and extensions, integrated and functioning together in accordance with the Specifications.
System Maintenance	The various forms of computer or server maintenance required to keep a computer system running properly.
Technical Authorization	Direction to a Vendor which fills in details, clarifies, interprets, or specifies technical requirements.
Term	Period of the Contract from the Effective Date through Contract Conclusion or termination.
Transition Services	Services and support provided when the Vendor is supporting system changes.
Vendor/ Contracted Vendor	The Vendor whose Proposal or quote was awarded the Contract with the State and who is responsible for the Services and Deliverables of the Contract.

Verification	Supports the confirmation of authority to enter a computer system application or network.
Warranty	The conditions under, and period during, which the producer or vendor 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 Vendor is responsible for providing a guarantee for products and Services delivered as defined in the Contract.
Warranty Release	Code release that are done during the Warranty Period.
Warranty Services	The Services to be provided by the Contractor during the Warranty Period.
Work For Hire	Work created or prepared by contracted personnel within the scope of their employment, or a work specially ordered or commissioned for use as a contribution to a collective work. Such work is considered the sole property of the State.
Work Hours	Vendor personnel shall work normal business hours between 8:00 a.m. and 5:00 p.m., eight (8) hour days, forty (40) hour weeks, excluding State of New Hampshire holidays. Changes to this schedule may be made upon agreement with the State Project Manager. State holidays are: New Year's Day, Martin Luther King Day, President's Day, Memorial Day, July 4th, Labor Day, Veterans Day, Thanksgiving Day, the day after Thanksgiving Day, and Christmas Day. Specific dates will be provided upon request.

Work Plan	The overall plan of activities for the Project created in accordance with the Contract. The plan and delineation of tasks, activities and events to be performed and Deliverables to be produced under the Project as specified in Appendix C: System Requirements and Deliverables. The Work Plan shall include a detailed description of the Schedule, tasks/activities, Deliverables, critical events, task dependencies, and the resources that would lead and/or participate on each task.
Written Deliverables	Non-Software Written Deliverable documentation (letter, report, manual, book, other) provided by the Contracted Vendor either in paper or electronic format.

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INTRODUCTION

This Contract is by and between the State of New Hampshire, acting through New Hampshire Department of Information Technology, on behalf of the Department of Safety, Division of Motor Vehicles ("State"), and Q-Matic Corporation, ("Contractor"), having its principal place of business at 2875 Breckinridge Blvd., Suite 100, Duluth GA, 30096.

RECITALS

Whereas the State desires to have the Contractor provide an Appointment Scheduling with text messaging and associated Services for the State;

Whereas the Contractor wishes to provide a web-based, hosted, appointment-booking interface with text messaging and other associated services to the State.

The parties therefore agree as follows:

1.   CONTRACT DOCUMENTS

1.1.   Contract Documents

This Contract Agreement DOS 2020-100 Q-Matic Scheduler is comprised of the following documents:

A. Part 1 – Form P-37 General Provision

B. Part 2 – Information Technology Provisions

C. Part 3 – Exhibits

Exhibit A – Special Provisions

Exhibit B – Scope of Services

Exhibit C – Price and Payment Schedule

Exhibit D – Administrative Services

Exhibit E – Implementation Services

Exhibit F – Testing Services

Exhibit G – Maintenance and Support Services

Exhibit H – Requirements

Exhibit I – Work Plan

Exhibit J – Software Agreement

Exhibit K – Warranty and Warranty Services

Exhibit L – Training Services

Exhibit M – Agency RFP with Addendums, by reference (Not Applicable)

Exhibit N – Vendor Quote, by reference

Exhibit O – Certificates and Attachments

1.2. Order of Precedence

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

   i.   State of New Hampshire, DOS 2020-100 QMATIC Orchestra 7 Scheduler Contract Agreement, including Parts 1, 2, and 3.

   ii. Vendor Quote Dated May 13, 2020 Response to DOS 2020-100 QMATIC Orchestra 7 Scheduler.

2. CONTRACT TERM

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

2.2. The Contract shall begin on the Effective Date and extend through the date indicated in Part 1, P-37 General Provisions - Block 1.7: Completion Date. The Term may be extended up to Two (2) times, for two (2) years each, ("Extended Term") at the sole option of the State, subject to the parties prior written Agreement on applicable fees for each extended term, up to but not beyond June 30, 2029 under the same terms and conditions, subject to approval of the Governor and Executive Council.

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

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

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

3. COMPENSATION

3.1. Contract Price

The Contract Price is identified in, Part 1, P-37 General Provisions - Block 1.8: Price Limitation. Method of payment and terms of payment are identified and more particularly described in Part 1, P-37 - Section 5: Contract Price/Price Limitation/Payment, and Part 3 – Exhibit C: Price and Payment Schedule.

3.2. Non-Exclusive Contract

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

4. CONTRACT MANAGEMENT

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

4.1. Contractor's Contract Manager

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

Kiran Lachumanna

2875 Breckinridge Blvd., Suite 100,

Duluth GA, 30096.

4.2. Contractor's Project Manager

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

4.2.2. The Contractor's Project Manager must be qualified to perform the obligations required of the position under the Contract, shall have full authority to make binding decisions under the Contract, and shall function as the Contractor's representative for all administrative and management matters. The Contractor's Project Manager shall perform the duties required under the Contract, including, but not limited to, those set forth in Part 3 – Exhibit 1: Work Plan, Section 2: Contractor Roles and Responsibilities. The Contractor's Project Manager must be available to promptly respond during normal Business Hours within two (2) hours to inquiries from the State, and be at the site as needed. The Contractor's Project Manager must work diligently and use his/ her best efforts on the Project.

4.2.3. The Contractor shall not change its assignment of the Contractor's Project Manager without providing the State written justification and obtaining the prior written approval of the State. State approvals for replacement of the Contractor's Project Manager shall not be unreasonably withheld. The replacement Project Manager shall have comparable or greater skills than of the Contractor's Project Manager being replaced; meet the requirements of the Contract; and be subject to reference and background checks described above in Part 2 – Information Technology Provisions, Section 4.2: Contract Project Manager, and in Part 2 – Information Technology Provisions, Section 4.6: Reference and Background Checks, below. The Contractor shall assign a replacement of the Contractor's Project Manager within ten (10) business days of the departure of the prior Contractor's Project Manager, and the Contractor shall continue during the ten (10) business day period to provide competent Project management Services through the assignment of a qualified interim Project Manager.

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

4.2.5. The Contractor and the State of New Hampshire will agree upon a Project Manager within 10 business days after contract approval.

4.3. Contractor's Key Project Staff

4.3.1. The Contractor shall assign Key Project Staff who meet the requirements of the Contract, and can implement the Software Solution meeting the requirements set forth within this contract.: System Requirements and Deliverables-Vendor

Response Checklist. The State may conduct reference and background checks on the Contractor's Key Project Staff. The State reserves the right to require removal or reassignment of the Contractor's Key Project Staff who are found unacceptable to the State. Any background checks shall be performed in accordance with Part 2 – Information Technology Provisions, Section 4.6: Background Checks.

4.3.2. The Contractor shall not change any of the Contractor's Key Project Staff commitments without providing the State written justification and obtaining the prior written approval of the State. State approvals for replacement of the Contractor's Key Project Staff will not be unreasonably withheld. The replacement of the Contractor's Key Project Staff shall have comparable or greater skills than of the Contractor's Key Project Staff being replaced; meet the requirements of the Contract, including but not limited to the requirements set forth in RFP Appendix C: System Requirements and Deliverables and be subject to reference and background checks described in Part 2 – Information Technology Provisions, Section 4.6: Reference and Background Checks.

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

4.3.4. The Contractor and the State of New Hampshire will agree upon a Project Manager within 10 business days after contract approval.

4.4. State Contract Manager

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

Jeffery Bond

23 Hazen Dr.

Concord, NH, 03301

(603) 227-4027

Jeffery.Bond@dos.nh.gov

4.5. State Project Manager

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

a. Leading the Project;

    b. Engaging and managing all Contractors;

    c. Managing significant issues and risks;

    d. Reviewing and accepting Contract Deliverables;

    e. Invoice sign-offs;

    f. Review and approval of Change Request; and

    g. Managing stakeholders' concerns.

4.5.2. The State Project Manager is:

Kelly Brudniak

23 Hazen Dr.

Concord, NH, 03301

(603) 227-4317

Kelly.Brudniak@dos.nh.gov

4.6. Reference and Background Checks

4.6.1. 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.

4.6.2. The State may, at its sole expense, conduct reference and background screening of the Contractor Project Manager and the Contractor Key Project Staff. The State shall maintain the Confidentiality of background screening results in accordance with Part 2 – Information Technology Provisions, Section 11: Use of State's Information, and Confidentiality.

5. DELIVERABLES

5.1. The Contractor's Responsibilities

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

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

5.2. Deliverables and Services

The Contractor shall provide the State with the Deliverables and Services in accordance with the time frames in the Work Plan for this Contract, and as more particularly described in Part 3 – Exhibit B: Scope of Services. Upon its submission of a Deliverable or Service, the Contractor represents that it has performed its obligations under the Contract associated with the Deliverable or Services.

5.3. Non-Software and Written Deliverables Review and Acceptance

After receiving written Certification from the Contractor that a Non-Software or Written Deliverable is final, complete, and ready for Review, the State will Review the Deliverable to determine whether it meets the Requirements outlined in Part 3 – Exhibit B: Scope of Services. The State will notify the Contractor in writing of its Acceptance or rejection of the Deliverable within five (5) business days of the State's receipt of the Contractor's written Certification. If the State rejects the Deliverable, the State shall notify the Contractor of the nature and class of the Deficiency and the Contractor shall correct the Deficiency within the period identified in the Work Plan. If no period for the Contractor's correction of the Deliverable is identified, the Contractor shall correct the Deficiency in the Deliverable within five (5) business days. Upon receipt of the corrected Deliverable, the State shall have five (5) business days to review the Deliverable and notify the Contractor of its Acceptance or rejection thereof, with the option to extend the Review Period up to five (5) additional business days. If the Contractor fails to correct the Deficiency within the allotted period, the State may, at its option, continue reviewing the Deliverable and require the Contractor to continue until the Deficiency is corrected, or immediately terminate the Contract, declare the Contractor in default, and pursue its . remedies at law and in equity.

5.4. Software Review and Acceptance

System/Software Testing and Acceptance shall be performed as set forth in the Test Plan and more particularly described in Part 3 – Exhibit F: Testing Services.

6. SOFTWARE

The Contractor shall provide the State with access to the Software Licenses and Documentation set forth in the Contract, and particularly described in Part 3 – Exhibit J: Software Agreement.

7. SERVICES

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

7.1. Administrative Services

The Contractor shall provide the State with the administrative Services set forth in the Contract, and particularly described in Part 3 – Exhibit D: Administrative Services.

7.2. Implementation Services

The Contractor shall provide the State with the Implementation Services set forth in the Contract, and particularly described in Part 3 – Exhibit E: Implementation Services.

7.3. Testing Services

The Contractor shall perform testing Services for the State set forth in the Contract, and particularly described in Part 3 – Exhibit F: Testing Services.

7.4. Maintenance and Support Services

The Contractor shall provide the State with Maintenance and support Services for the Software set forth in the Contract, and particularly described in Part 3 – Exhibit G: System Maintenance and Support.

7.5. Warranty Services

The Contractor shall provide the State with warranty Services set forth in the Contract, and particularly described in Part 3 – Exhibit K: Warranty & Warranty Services.

7.6. Training Services

The Contractor shall provide the State with training Services set forth in the Contract, and particularly described in Part 3 – Exhibit L: Training Services.

8.   WORK PLAN DELIVERABLES

8.1.   The Contractor shall provide the State with a Work Plan that shall include, without limitation, a detailed description of the Schedule, tasks, Deliverables, major milestones, task dependencies, and payment Schedule.

8.2.   The initial Work Plan shall be a separate Deliverable and is set forth in Part 3 – Exhibit I: Work Plan. The Contractor shall update the Work Plan as necessary, no less than every two weeks, to accurately reflect the status of the Project, including without limitation, the Schedule, tasks, Deliverables, major milestones, task dependencies, and payment Schedule. Any such updates to the Work Plan must be approved by the State, in writing, prior to final incorporation into Part 3 – Exhibit I: Work Plan. The updated Part 3 – Exhibit I: Work Plan, as approved by the State, is incorporated herein by reference.

8.3.   Unless otherwise agreed in writing by the State, changes to the Part 3 – Exhibit I: Work Plan shall not relieve the Contractor from liability to the State for damages resulting from the Contractor's failure to perform its obligations under the Contract, including, without limitation, performance in accordance with the Schedule.

8.4.   In the event of any delay in the Schedule, the Contractor must immediately notify the State in writing, identifying the nature of the delay, i.e., specific actions or inactions of the Contractor or the State causing the problem; its estimated duration period to reconciliation; specific actions that need to be taken to correct the problem; and the expected Schedule impact on the Project.

8.5.   In the event additional time is required by the Contractor to correct Deficiencies, the Schedule shall not change unless previously agreed in writing by the State, except that the Schedule shall automatically extend on a day-to-day basis to the extent that the delay does not result from the Contractor's failure to fulfill its obligations under the Contract. To the extent that the State's execution of its major tasks takes longer than described in the Work Plan, the Schedule shall automatically extend on a day-to-day basis.

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

9.   CHANGE ORDERS

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

9.2.   The Contractor may request a change within the scope of the Contract by written Change Order, identifying any impact on cost, the Schedule, or the Work Plan. The State shall

attempt to respond to the Contractor's requested Change Order within five (5) business days. The State Agency, as well as the Department of Information Technology, must approve all Change Orders in writing. The State shall be deemed to have rejected the Change Order if the parties are unable to reach an Agreement in writing.

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

10. INTELLECTUAL PROPERTY

10.1. Software Title

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

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

10.2. States Data and Property

All rights, title and interest in State Data shall remain with the State. All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason. The Contractor shall not access State user accounts or State data, except:

a. in the course of Data center operations;

b. in response to service or technical issues;

c. as required by the express terms of this Contract; or

    d.   at the State's written request.

10.3. Contractor's Materials

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

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

10.4. State Website Copyright

WWW Copyright and Intellectual Property Rights

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

10.5. Custom Software Source Code

In the event that the State purchases Software development Service, which results in Custom Software, the Contractor shall provide the State with a copy of the source code for the Custom Software, which shall be subject to the License rights. The State shall receive a worldwide, perpetual, irrevocable, and non-exclusive paid –up right and license

to use, copy, modify and prepare derivative works of any custom developed Software. This section does not apply to the Contractor's proprietary Software code.

10.6. Survival

This Contract Agreement Part 2 – Information Technology Provisions, Section 10: Intellectual Property shall survive the termination of the Contract.

11. USE OF STATE'S INFORMATION AND CONFIDENTIALITY

11.1. Use of State's Information

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

11.2. State Confidential Information

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

11.2.2. 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. A receiving party also may disclose Confidential Information to the extent required by an order of a court of competent jurisdiction.

11.2.3. Any disclosure of the State Confidential Information shall require the prior written approval of the State. The Contractor shall immediately notify the State if any request, subpoena or other legal process is served upon the Contractor regarding the State Confidential Information, and the Contractor shall cooperate with the State in any effort the State undertakes to contest the request, subpoena or other legal process, at no additional cost to the State.

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

11.3. Contractor Confidential Information

Insofar as the Contractor seeks to maintain the Confidentiality of its Confidential or proprietary information, the Contractor must clearly identify in writing all information it claims to be Confidential or proprietary. Notwithstanding the foregoing, the State acknowledges that the Contractor considers the Software and Documentation to be Confidential Information. The Contractor acknowledges that the State is subject to State and federal laws governing disclosure of information including, but not limited to, RSA Chapter 91-A: Access to Government Records and Meetings. The State shall maintain the Confidentiality of the identified Confidential Information insofar as it is consistent with applicable State and federal laws or regulations, including but not limited to, RSA Chapter 91-A: Access to Government Records and Meetings. In the event the State receives a request for the information identified by the Contractor as Confidential, the State shall notify the Contractor and specify the date the State will be releasing the requested information. At the request of the State, the Contractor shall cooperate and assist the State with the collection and review of the Contractor's information, at no additional expense to the State. Any effort to prohibit or enjoin the release of the information shall be the Contractor's sole responsibility and at the Contractor's sole expense. If the Contractor fails to obtain a court order enjoining the disclosure, the State shall release the information on the date specified in the State's notice to the Contractor, without any liability to the Contractor.

11.4. Survival

This Contract Agreement – Part 2 -- Information Technology Provisions, Section 11, Use of State's Information, and Confidentiality, shall survive termination or conclusion of the Contract.

12. LIMITIATION OF LIABILITY

12.1. State

Subject to applicable laws and regulations, in no event shall the State be liable for any consequential, special, indirect, incidental, punitive, or exemplary damages. Subject to applicable laws and regulations, the State's liability to the Contractor shall not exceed the total Contract price set forth in Contract Agreement – Part 1, P-37 General Provisions - Block 1.8: *Price Limitation.*

12.2. States Immunity

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

12.3. Survival

This Contract Agreement Part 2 – Information Technology Provisions, Section 12: Limitation of Liability shall survive termination or Contract Conclusion.

13. TERMINATION

13.1. Termination for Default

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

a. Failure to perform the Services satisfactorily or on Schedule;

b. Failure to submit any report required; and/or

c. Failure to perform any other covenant, term or condition of the Contract.

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

a. Unless otherwise provided in the Contract, the State shall provide the Contractor written notice of default and require it to be remedied within, in the absence of a greater or lesser specification of time, within thirty (30) days from the date of notice, unless otherwise indicated within by the State ("Cure Period"). If the Contractor fails to cure the default within the Cure Period, the State may terminate the Contract

effective two (2) days after giving the Contractor notice of termination, at its sole discretion, treat the Contract as Breached and pursue its remedies at law or in equity or both.

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

c. Set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default.

d. Treat the Contract as Breached and pursue any of its remedies at law or in equity, or both.

e. Procure Services that are the subject of the Contract from another source and the Contractor shall be liable for reimbursing the State for the replacement Services, and all administrative costs directly related to the replacement of the Contract and procuring the Services from another source, such as costs of competitive bidding, mailing, advertising, applicable fees, charges or penalties, and staff time costs; all of which shall be subject to the limitations of liability set forth in the Contract.

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

13.2. Termination for Convenience

13.2.1. The State may, at its sole discretion, terminate the Contract for convenience, in whole or in part, by thirty (30) days written notice to the Contractor. In the event of a termination for convenience, the State shall pay the Contractor the agreed upon price, if separately stated in this Contract, for Deliverables for which Acceptance has been given by the State. Amounts for Services or Deliverables provided prior to the date of termination for which no separate price is stated under the Contract shall be paid, in whole or in part, generally in accordance with Contract Part 3 – Exhibit C: Price and Payment Schedule, of the Contract.

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

13.3. Termination for Conflict of Interest

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

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

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

13.4. Termination Procedure

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

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

    a. The State shall be entitled to any post-termination assistance generally made available with respect to the Service, unless a unique Data retrieval arrangement has been established as part of the SLA;

    b. Stop work under the Contract on the date, and to the extent specified, in the notice;

    c. Promptly, but in no event longer than thirty (30) days after termination, terminate its orders and subcontracts related to the work which has been terminated and settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the State to the extent required, which approval or ratification shall be final for the purpose of this Section;

    d. Take such action as the State directs, or as necessary to preserve and protect the property related to the Contract which is in the possession of the Contractor and in which the State has an interest;

e. During any period of Service suspension, the Contractor shall not take any action to intentionally erase any State Data;

    i. In the event of termination of any Service or Agreement in entirety, the Contractor shall not take any action to intentionally erase any State Data for a period of:

        - 10 days after the Effective Date of termination, if the termination is in accordance with the Contract period.

        - 30 days after the Effective Date of termination, if the termination is for convenience.

        - 60 days after the Effective Date of termination, if the termination is for cause.

f. Transfer title to the State and deliver in the manner, at the times, and to the extent directed by the State, any property which is required to be furnished to the State and which has been accepted or requested by the State;

g. Provide written Certification to the State that the Contractor has surrendered to the State all said property; and

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

13.4.3. After such period, the Contractor shall have no obligation to maintain or provide any State Data and shall thereafter, unless legally prohibited, delete all State Data in its Systems or otherwise in its possession or under its control:

a. 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;

b. The Contractor shall implement an orderly return of State Data in a CSV or another mutually agreeable format at a time agreed to by the parties and the subsequent secure disposal of State Data;

c. The Contractor shall securely dispose of all requested Data in all of its forms, such as disk, CD/ DVD, backup tape and paper, when requested by the State. Data shall be permanently deleted and shall not be recoverable, according to National Institute of Standards and Technology (NIST)-approved methods. Certificates of destruction shall be provided to the State; and

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

13.5. Survival

This Contract Agreement – Part 2 – Information Technology Provisions, Section 13: Termination shall survive termination or Contract Conclusion.

14. CHANGE OF OWNERSHIP

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

15. ASSIGNMENT, DELEGATION, AND SUBCONTRACTS

15.1. The Contractor shall not assign, delegate, subcontract, or otherwise transfer any of its interest, rights, or duties under the Contract without the prior written consent of the State. Such consent shall not be unreasonably withheld. Any attempted transfer, assignment, delegation, or other transfer made without the State's prior written consent shall be null and void, and may constitute an Event of Default at the sole discretion of the State.

15.2. The Contractor shall remain wholly responsible for performance of the entire Contract even if assignees, delegates, Subcontractors, or other transferees ("Assigns") are used, unless otherwise agreed to in writing by the State, and the Assigns fully assumes in writing any and all obligations and liabilities under the Contract from the Effective Date. In the absence of a written assumption of full obligations and liabilities of the Contract, any permitted assignment, delegation, subcontract, or other transfer shall neither relieve the Contractor of any of its obligations under the Contract nor affect any remedies available to the State against the Contractor that may arise from any Event of Default of the provisions of the Contract. The State shall consider the Contractor to be the sole point of contact with regard to all Contractual matters, including payment of any and all charges resulting from the Contract.

15.3. Notwithstanding the foregoing, nothing herein shall prohibit the Contractor from assigning the Contract to the successor of all or substantially all of the assets or business of the Contractor provided that the successor fully assumes in writing all obligations and responsibilities under the Contract. In the event that the Contractor should change ownership, as permitted under Part 2 – Information Technology Provisions, Section 14: Change of Ownership, the State shall have the option to continue under the Contract with the Contractor, its successors or assigns for the full remaining term of the Contract; continue under the Contract with the Contractor, its successors or assigns for such period of time as determined necessary by the State; or immediately terminating the Contract without liability to the Contractor, its successors or assigns.

16. DISPUTE RESOLUTION

16.1. 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.

16.2. 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:

16.3. 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.

TABLE 16: Dispute Resolution Responsibility and Schedule Table			
LEVEL	**CONTRACTOR POINT OF CONTACT**	**STATE POINT OF CONTACT**	**CUMULATIVE ALLOTED TIME**
Primary	Kirk Lyle	Kelly Brudniak	Five (5) Business Days
First	Kiran Lachumanna	Jeffery Bond	Ten (10) Business Days
Second	Michelle Gorman	Robert Quinn, Commissioner DOS	Fifteen (15) Business Days

17. DOIT GENERAL TERMS AND CONDITIONS

17.1. Computer Use

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"), the Contractor understands and agrees to the following rules:

    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 the Contractor access or attempt to access any information without having the express authority to do so.

c. That at no time shall the 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.

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 the 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 the Contractor. Personal Software (including but not limited to palmtop sync Software) shall not be installed on any equipment.

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

17.2. Email Use

Mail 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". The Contractor understand and agree that use of email shall follow State standard policy (available upon request).

17.3. 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 (available upon request).

17.4. Regulatory Government Approvals

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

18. GENERAL CONTRACT REQUIREMENTS

18.1. Insurance certificate

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

18.2. Exhibits

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

18.3. Venue and Jurisdiction

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

18.4. Survival

The terms, conditions and Warranties contained in the Contract that by their context are intended to survive the completion of the performance, cancellation or termination of the Contract shall so survive.

18.5. Force Majeure

18.5.1. Neither the Contractor nor the State shall be responsible for delays or failures in performance resulting from events beyond the control of such party and without fault or negligence of such party. Such events shall include, but not be limited to, acts of God, strikes, lock outs, riots, and acts of War, epidemics, acts of Government, fire, power failures, nuclear accidents, earthquakes, and unusually severe weather.

18.5.2. 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.

18.6. Notices

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

TABLE 18.6: Notices	
CONTRACTOR POINT OF CONTACT	**STATE POINT OF CONTACT**
Michelle Gorman	Jeffery Bond
2875 Breckinridge Blvd., Suite 100	23 Hazen Dr.
Duluth, GA, 30096	Concord, NH. 03301
(407) 865-2017	(603) 227-4027
Michelle.Gorman@qmatic.com	Jeffery.Bond@dos.nh.gov

18.7. Electronic Execution

An electronically transmitted version of this Agreement may be considered the original and the Contractor will not have the right to challenge in court the authenticity or binding effect of any faxed or scanned copy or signature thereon. This Agreement may be signed in counterparts and all counterparts will be considered and constitute the same Agreement.

19. DATA PROTECTION

19.1. Data Protection

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

a. The Contractor shall implement and maintain appropriate administrative, technical and organizational security measures to safeguard against unauthorized access, disclosure or theft of Personal Data and Non-Public Data. Such security measures shall be in accordance with recognized industry practice and not less stringent than the measures the Contractor applies to its own Personal Data and Non-Public Data of similar kind.

b. All Data obtained by the Contractor in the performance of this Contract shall become and all Personal Data shall be encrypted at rest and in transit with controlled access. Unless otherwise stipulated, the Contractor is responsible for Encryption of the Personal Data.

c. Unless otherwise stipulated, the Contractor shall encrypt all Non-Public Data at rest and in transit. The State shall identify Data it deems as Non-Public Data to the Contractor. The level of protection and Encryption for all Non-Public Data shall be identified and made a part of this Contract.

d. At no time shall any Data or processes — that either belong to or are intended for the use of the State or its officers, agents or employees — be copied, disclosed or retained by the Contractor or any party related to the Contractor for subsequent use in any transaction that does not include the State.

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

19.2. Data Location

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

19.3. Security Incident or Data Breach

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

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

b. Security Incident Reporting Requirements: the Contractor shall report a Security Incident to the appropriate State Identified Contact immediately 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 within 24 hours or sooner, unless shorter

time is required by applicable law, and (2) take commercially reasonable measures to address the Data Breach in a timely manner.

19.4. Breach Responsibilities

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

19.4.1. 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.

19.4.2. 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 Service, if necessary.

19.4.3. Unless otherwise stipulated, if a Data Breach is a direct result of the Contractor's Breach of its Contract obligation to encrypt Personal Data or otherwise prevent its release, the Contractor shall bear the costs associated with:

    a. The investigation and resolution of the Data Breach;

    b. Notifications to individuals, regulators or others required by State law;

    c. A credit monitoring Service required by State (or federal) law;

    d. A website or a toll-free number and call center for affected individuals required by State law — all not to exceed the average per record per person cost calculated for Data Breaches in the United States (currently $201 per record/person) in the most recent Cost of Data Breach Study: Global Analysis published by the Ponemon Institute at the time of the Data Breach; and

    e. Complete all corrective actions as reasonably determined by the Contractor based on root cause; all [(a.) through (d.)] subject to this Contract's limitation of liability.

19.5. Notification of Legal Requests

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

19.6. Access to Security Logs and Reports

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

19.7. Contract Audit

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

19.8. Data Center Audit

The Contractor shall provide audit details of its' Vendor Data centers at least annually at its expense, and provide a redacted version of the audit report upon request. The Contractor may remove its proprietary information from the redacted version. A Service Organization Control (SOC) 2 audit report or approved equivalent sets the minimum level of a third-party audit.

19.9. Advance Notice

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

19.10. Security

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

19.11. Non-Disclosure and Separation of Duties

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

19.12. Import and Export of Data

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

19.13. Responsivities and Uptime Guarantee

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

19.14. Right to Remove Individuals

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

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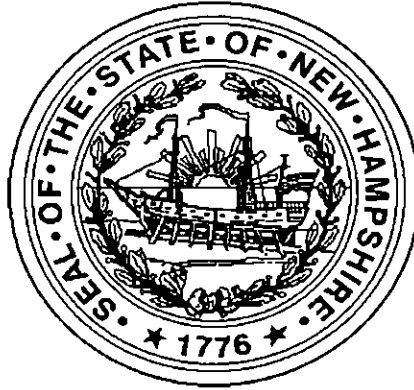
STATE OF NEW HAMPSHIRE

Department of Motor Vehicles
QMATIC Orchestra 7 Scheduler
DOS – 2020-100

PART 3
INFORMATION TECHNOLOGY EXHIBITS

1.   **SPECIAL PROVISIONS**

There are no changes to the terms outlined in the P-37 General Provisions.

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The general scope of the project is to implement the appointment-scheduling component and move the queuing system from on premise to a hosted environment.

1. STATEMENT OF WORK

1.1. General Project Assumptions – Qmatic

a. CFM System versions deployed by State must match Service Provider's list of supported versions.

b. Qmatic, in its reasonable opinion and supported by manufacturer information, may designate certain equipment as obsolete or defective, and therefore exclude it from coverage under this Agreement.

c. Anti-virus solution must be in place, updated, with valid update subscription.

d. Power surge protection must be provided for all covered computers and devices.

e. Qmatic must be provided with convenient and timely access to the equipment (if applicable) covered under this Agreement including remote access, adequate working space and facilities within a reasonable distance of the equipment, and access to and use of all information, internal resources, and facilities determined necessary to service the equipment.

f. The State will be required to conduct preliminary diagnostic steps or provide additional information related to a support request, prior to a technician being dispatched to the State's facilities.

g. The State must agree to assign one employee to be liaison or contact person to Service Provider in order to make communications between both parties effective.

1.2. General Project Assumptions – The State

a. The Contractor will provide project tracking tools and templates to record and manage issues, risks, Change Requests, requirements, decision sheets, and other documents used in the management and tracking of the Project. The State of New Hampshire and the Contractor's Project Managers will review these tools and templates and determine which ones will be used for the Project. Training on these tools and templates will be conducted at the start of each phase in which they will be used.

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

c. The Contractor shall ensure that appropriate levels of security are implemented and maintained in order to protect the integrity and reliability of the State's Information Technology resources, information, and services. Security requirements are defined in Part 3 - Exhibit H: *Requirements*. The Contractor shall

provide the State resources, information, and Services on an ongoing basis, with the appropriate infrastructure and security controls to ensure business continuity and to safeguard the Confidentiality and integrity of State networks, Systems and Data.

d. The Deliverables are set forth in the Schedule described below in Section 2. By unconditionally accepting a Deliverable, the State reserves the right to reject any and all Deliverables in the event the State detects any Deficiency in the System, in whole or in part, through completion of all Acceptance Testing, including but not limited to, Software/System Acceptance Testing, and any extensions thereof.

e. Pricing for Deliverables set forth in Part 3 - Exhibit C: *Price and Payment Schedule*. Pricing will be effective for the Term of this Contract, and any extensions thereof.

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1. PAYMENT SCHEDULE

1.1. Contract Type

This is a Not to Exceed Contract. The total Contract value is indicated in Part 1, P-37 General Provisions - Block 1.8: Price Limitation for the period between the Effective Date through date indicated in Part 1, P-37 General Provisions - Block 1.7: Completion Date. The Contractor shall be responsible for performing its obligations in accordance with the Contract. This Contract will allow the Contractor to invoice the State for the following activities, Deliverables, or milestones appearing in the price and payment tables below:

Table 1B: Cost Summary	FY 21	FY 22	FY 23	FY 24	FY 25	Option Years FY26-27	Option Years FY28-29
Description							
SOFTWARE SUBTOTAL	$19,226.54						
HARDWARE SUBTOTAL							
SERVICES SUBTOTAL	$17,092.12						
ANNUAL FEES FOR HOSTING AND TEXTS	$26,137.16	$26,659.90	$27,193.10	$27,736.96	$28,291.70	$29,140.45	$30,014.67
MAINTENANCE SUBTOTAL – New Features	$3,460.78	$3,460.78	$3,460.78	$3,460.78	$3,460.78	$3,564.60	$3,671.54
Hosting for Test Environment	$3,460.00	$3,460.00	$3,460.00	$3,460.00	$3,460.00	$3,564.60	$3,671.54
Set up Fee for Test Environment	$1,979.54						
SUBTOTAL	$71,356.14	$33,580.68	$34,113.88	$34,657.74	$35,212.48		
CONTRACT TOTAL	$208,920.92						

1.2. Proposed Vendor Staff, Resource Hours and Rates Worksheet

Use the Proposed Vendor Staff Position, Resource Hours and Rates Worksheet to indicate the individuals that will be assigned to the Project, hours and applicable rates. Names must be provided for individuals designated for key roles, but titles are sufficient for others.

Qmatic will charge the listed prices in Table 1C below for consultation and on-site support where they apply.

1.3.   Services Pricing Worksheet

Pricing must reflect the payment of maintenance through the Contract end date. Price estimate should reflect the most optimistic Implementation date. Actual payments may differ from the estimate if the project start date slips or if Implementation takes longer as this will cause a shorter maintenance period.

Table 1C Deliverable				
Deliverable Type	QTY	Description	Per Unit	Price
Software	1	Orchestra 7 Upgrade	19,226.54	19,226.54
Service	36	Project Management Services Hourly	157.78	5,680.08
Service	56	Systems Analyst Services Hourly	168.59	9,441.04
Service	4	Business Analyst Hourly	162.75	651.00
Service	8	Trainer Level II Hourly (Web Ex) Hourly	165.00	1,320.00
Service	1	Hosting Services for Orchestra (Monthly) - contact Pre-sales for pricing	6,137.16	6,137.16
Service	1	SMS Services - up to 2,000,000 sms per year	20,000.00	20,000.00
Maintenance	1	QMatic Software Care (Starts Day One)	3,460.78	3,460.78

2.   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 Part 1, 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.

3.   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 reasonable 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.

4.   SHIPPING AND DELIVERY FEE EXEMPTION

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

5.   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.

6.   INVOICE ADDRESS

Invoices may be sent to:

Lisa Lienhart

Division of Motor Vehicles

23 Hazen Dr.

Concord, NH 03301

accountspayable@dos.nh.gov

7.   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

8.   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.

9. CREDITS

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

10. 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 of 30 days after go-live (Issuing tickets in the new system).

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1. ACCESS/COOPERATION

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

2. STATE-OWNED DOCUMENTS AND COPYRIGHT PRIVILEGES

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

3. RECORDS RETENTION AND ACCESS REQUIREMENTS

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

3.2. The Contractor and its Subcontractors shall maintain books, records, documents, and other evidence of accounting procedures and practices, which properly and sufficiently reflect all direct and indirect costs invoiced in the performance of their respective obligations under the Contract. The Contractor and its Subcontractors shall retain all such records for three (3) years following termination of the Contract, including any extensions. Records relating to any litigation matters regarding the Contract shall be kept for one (1) year following the termination of all litigation, including the termination of all appeals or the expiration of the appeal period.

3.3. 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. The Contractor shall include the record retention and Review requirements of this section in any of its subcontracts.

3.4. The State agrees that books, records, documents, and other evidence of accounting procedures and practices related to the Contractor's cost structure and profit factors shall be excluded from the State's review unless the cost of any other Services or Deliverables

provided under the Contract is calculated or derived from the cost structure or profit factors.

4. ACCOUNTING REQUIREMENTS

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

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1. **PROJECT MANAGEMENT**

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.

1.1. **State Meetings and Reports**

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

a. **Introductory Meeting:** Participants will include the Contractor's Key Project Staff and State Project leaders from both Department of Justice and the Department of Information Technology. This meeting will enable leaders to become acquainted and establish any preliminary Project procedures.

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

c. **Status Meetings:** Participants will include, at the minimum, the Contractor's Project Manager and the State Project Manager. These meetings will be conducted at least bi-weekly and address overall Project status and any additional topics needed to remain on schedule and within budget. A status and error report from the Contractor shall serve as the basis for discussion.

d. **The Work Plan:** must be reviewed at each Status Meeting and updated, at minimum, on a bi-weekly basis, in accordance with the Contract.

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

f. **Exit Meeting:** Participants will include Project leaders from the Contractor and the State. Discussion will focus on lessons learned from the Project and on follow up options that the State may wish to consider.

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

1.1.3. The Contractor's Project Manager or the Contractor's Key Project Staff shall submit monthly status reports in accordance with the Schedule and terms of this Contract. All status reports shall be prepared in formats approved by the State. The Contractor's Project Manager shall assist the State's Project Manager, or

itself produce reports related to Project Management as reasonably requested by the State, all at no additional cost to the State. The Contractor shall produce Project status reports, which shall contain, at a minimum, the following:

    a.   Project status related to the Work Plan;

    b.   Deliverable status;

    c.   Accomplishments during weeks being reported;

    d.   Planned activities for the upcoming two (2) week period;

    e.   Future activities;

    f.   Issues and concerns requiring resolution; and

    g.   Report and remedies in case of falling behind Schedule.

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

2. IMPLEMENTATION STRATEGY

2.1. Key Components

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

    a.   The Contractor shall manage Project execution and provide the tools needed to create and manage the Project's Work Plan and tasks, manage and schedule project staff, track and manage issues, manage changing requirements, maintain communication within the Project Team, and report status.

2.2. Timeline

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

2.3. Change Management and Training

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

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The Contractor shall provide the following Products and Services described in Part 3 - Exhibit F: Testing Services, including but not limited to:

1.   TESTING AND ACCEPTANCE

The Contractor shall bear all responsibilities for the full suite of Test Planning and preparation throughout the Project.

a.   The Contractor will provide training as necessary to the State staff responsible for test activities.

b.   The Contractor shall be responsible for all aspects of testing contained in the Acceptance Test Plan including support, at no additional cost, during User Acceptance Test conducted by the State and the testing of the training materials.

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

d.   All Testing and Acceptance (both business and technically oriented testing) shall apply to testing the System as a whole, (e.g., software modules or functions, and Implementation(s). This shall include planning, test scenario and script development, Data and System preparation for testing, Regression tests, Performance Tuning and Stress tests, Security Review and tests, and support of the State during User Acceptance Test and Implementation.

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

1.1.   Test Planning and Preparation

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

1.1.2.   As identified in the Acceptance Test Plan, and documented in accordance with the Work Plan and the Contract, State testing will commence upon the Contractor's Project Manager's Certification, in writing, that the Contractor's own staff has successfully executed all prerequisite Contractor's testing, along with reporting the actual testing results, prior to the start of any testing executed

by State staff. The State will be presented with a State approved Acceptance Test Plan, test scenarios, test cases, test scripts, test data, and expected results.

1.1.3. The State will commence its testing within Five (5) business days of receiving Certification from the Contractor that the State's personnel have been trained and the System is installed, configured, complete, and ready for State testing. The testing will be conducted by the State in an environment independent from the Contractor's development environment. The Contractor must assist the State with testing in accordance with the Test Plan and the Work Plan, utilizing test and live Data to validate reports, and conduct stress and performance testing, at no additional cost.

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

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

1.2. **Unit Testing** - Not Applicable (N/A)

Unit Testing is not within the scope of this contract.

1.3. **System Integration Testing** - Not Applicable (N/A)

System Integration Testing is not within the scope of this contract.

1.4. **Conversion/Migration Validation Testing** - Not Applicable (N/A)

Conversion Validation Testing is not within the scope of this contract.

1.5. **Installation Testing**

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

1.6. **User Acceptance Testing (UAT)**

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

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

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

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

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

Activity Description	The System User Acceptance Tests verify System functionality against predefined Acceptance criteria that support the successful execution of approved processes.
Contractor Team Responsibilities	• Provide the State an Acceptance Test Plan and selection of test scripts for the Acceptance Test. • Monitor the execution of the test scripts and assist as needed during the User Acceptance Test activities. • Work jointly with the State in determining the required actions for problem resolution.
State Responsibilities	• Approve the development of the User Acceptance Test Plan and the set of Data for use during the User Acceptance Test. • Validate the Acceptance Test environment. • Execute the test scripts and conduct User Acceptance Test activities. • Document and summarize Acceptance Test results. •Work jointly with the Contractor in determining the required actions for problem resolution. • Provide Acceptance of the validated Systems.
Work Product Description	The Deliverable for User Acceptance Tests is the User Acceptance Test Results. These results provide evidence that the new System meets the User Acceptance criteria defined in the Work Plan.

1.7. Performance Tuning and Stress Testing

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

1.7.1. Scope

a. The scope of Performance Testing shall be to measure the System level metrics critical for the development of the applications infrastructure and operation of the applications in the production environment.

b. It will include the measurement of response rates of the application for end-user transactions and resource utilization (of various servers and network) under various load conditions. These response rates shall become the basis for changes and retesting until optimum System performance is achieved.

c. Performance testing and tuning shall occur in the final production environment and shall use a copy of the final production database to provide the best results.

1.7.2. Test Types

Performance testing will be performed to include testing for remote sites. Baseline tests shall collect performance data and load analysis by running scripts where the output is broken down into business transactions or functions. The test is like a single user executing a defined business transaction. During baseline testing, each individual script is run to establish a baseline for transaction response time, throughput and other user-based metrics.

1.7.3. Tuning

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

1.8. Regression Testing

1.8.1. As a result, of the user testing activities, problems will be identified that require correction. The State will notify the Contractor of the nature of the testing failures in writing. The Contractor will be required to perform additional testing activities in response to State and/or user problems identified from the testing results. Regression Testing means selective re-testing to detect faults introduced during the modification effort, both to verify that the modifications have not caused

unintended adverse effects, and to verify that the modified and related (possibly affected) System components still meet their specified requirements.

1.9. Security Review and Testing

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

1.9.2. All components of the Software shall be Reviewed and tested to ensure they protect the State's hardware and Software and its related Data assets. Tests shall focus on the technical, administrative and physical security controls that have been designed into the System architecture in order to provide the necessary Confidentiality, integrity and availability. Tests shall, at a minimum, cover each of the service components. Test procedures shall include penetration tests (pen tests) and application vulnerability scanning.

SERVICE COMPONENT	DEFINES THE SET OF CAPABILIITIES THAT:
Identification and Authentication	Supports obtaining information about those parties attempting to log onto a System or application for security purposes and the validation of users.
Access Control	Supports the management of permissions for logging onto a computer or network.
Encryption	Supports the encoding of Data for security purposes.
Intrusion Detection	Supports the detection of illegal entrance into a computer System.
Verification	Supports the confirmation of authority to enter a computer System, application or network.
Digital Signature	Guarantees the unaltered state of a file.
User Management	Supports the administration of computer, application and network accounts within an organization.

Role/Privilege Management	Supports the granting of abilities to users or groups of users of a computer, application or network.
Audit Trail Capture and Analysis	Supports the Identification and monitoring of activities within an application or System.
Input Validation	Ensures the application is protected from buffer overflow, cross-site scripting, SQL injection, and unauthorized access of files and/or directories on the server.

1.9.3. Tests shall focus on the technical, administrative and physical security controls that have been designed into the System architecture in order to provide the necessary Confidentiality, integrity and availability. Tests shall, at a minimum, cover each of the service components. The Contractor shall provide a certificate of application, vulnerability scanning, and 3rd party Penetration Tests (pen test) when appropriate.

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

1.10. Penetration Testing (Non-PCI)

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

2. Successful UAT Completion

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

3. System Acceptance

Upon completion of the Warranty Period, the State shall issue a Letter of Final System Acceptance.

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1.   SYSTEM MAINTENANCE

The Contractor shall maintain and support the System in all material respects as described in Part 2 – Information Technology Provisions, Section 1: Contract Documents, through the Contract end date.

1.1.   Contractor's Responsibility

The Contractor shall maintain the System in accordance with the Contract. The Contractor will not be responsible for maintenance or support for Software developed or modified by the State.

1.1.1.   Maintenance Releases

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

1.1.2.   Minor Release

A minor version is released to handle Bug fixes and/or to keep Applications up to date with new technology, e.g. support for new operating systems, new database versions or new browser applications or versions.

a.   Minor releases are identified as x.1, x.2.

b.   If not mentioned otherwise; the previous minor version is automatically withdrawn from the market when a new minor version is released.

c.   Minor versions are only released for the latest major version of a software Application.

d.   A minor version is compatible with the previous minor version and functionality in these remains. If a system has been customized for the State then the compatibility cannot be guaranteed.

e.   Technically, it is possible to update only from the previous minor version for which Qmatic will provide the necessary tool(s) and information to do so.

The Client may choose to install a new minor version. If a Client chooses not to install a new minor version as advised by Qmatic, Qmatic's responsibility to support the Client in issues affected by that specific minor version ceases. If Qmatic and the Client disagree whether an issue is affected by a specific minor version or not, then Qmatic's view shall prevail.

1.1.3.   Major Release

A major version is released when significant changes or/and new features are added to the CFM System.

  a. Major versions are identified as 1.0, 2.0.

  b. Technically it is only possible to upgrade from the latest release of the previous major release for which Qmatic will provide the necessary tool(s) and information to do so.

A Client that decides to install a new major version may choose to utilize Qmatic's services for installation. The cost of the installation (time and expenses) is then charged separately. If remote access can be used for installation then only the time will be charged.

1.1.4. Standard Agreement

The State will adopt the Contractor's standard maintenance Agreement modified to address terms and conditions inconsistent with State Statutes and general State Information Technology (IT) practices.

2. SYSTEM SUPPORT

2.1. Contractor's Responsibility

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

2.1.2. As part of the Software maintenance Agreement, ongoing Software maintenance and support levels, including all new Software releases, shall be responded to as defined below.

3. SUPPORT SERVICES

5.1. The Support Service includes unlimited off-site support by telephone, e-mail or the Qmatic Portal during the Service Hours, and includes the following Services:

  a. Advice and guidance in response to Cases.

  b. Identification of Bugs.

  c. Diagnosis of Cases and problems.

  d. Interrogation of known fault information and provision of avoidance actions where applicable.

  e. Providing solutions (workarounds) to the extent possible.

  f. Responding to a Case according to its priority.

5.2. Consultation (i.e. services not based upon a Case and an Error) is subject to consultation fees according to the prices specified in Appendix 5.2.

5.3. Availability (Service Hours), Service Levels and priority definitions for the Support Service are specified in Appendix 5.3.

5.4. Qmatic shall strive to respond to a rasied Case according to the time (response time) as set out in Appendix 5.3. Qmatic shall strive to have a solution (a workaround) in place within the time (target workaround times), in accordance to the Case priority, as set out in Appendix 5.3.

5.5. The Client understands and hereby acknowledges that Qmatic can not guarantee that it will provide a workable solution for every Case within the target time. Qmatic will, however, use its best efforts in order to achieve these targets.

5.6. The Client acknowledges and agrees that Services required due to failures and/or cases caused by any of the following circumstances are not considered normal maintenance or support and are not covered under the Services of this Agreement.

   a. Service and repair made necessary due to accidents, damage from fire originating outside of equipment, water, wind, earthquakes, lightning, terrorism, transporting equipment, vandalism, burglary, or similar circumstances."

   b. Service and repair made necessary by the alteration, modification or relocation of software and/or equipment other than that authorized by Qmatic.

   c. Service and repair made necessary by utilizing non-authorized supplies (i.e. tickets).

   d. Service and repair of damage or problems caused by neglect, malicious activity, or misuse including, without limitation, use of the CFM system.

   e. for purposes other than which it was designed, by the Client, its employees or third-party contractors.

   f. Service or repair due to electrical damage caused by electrical wiring at system location or resulting from electrical surges, sags, or spikes.

   g. Service and repair made necessary by bugs released by other software vendors, e.g. adverse effects from installing updates or service packs.

   h. Development work: All development work requested and approved by the Customer representative. Examples would include: writing reports, integration to third party applications, database maintenance, category and button name changes, Priority changes, Management screen changes, workstation script changes, script changes to include: ticket text, display text, e-mail text, pager text, video text, button script, calendar text, web text, staff text, alarm text, voice text, information display text, Q-Net script, card reader script, category script.

   i. Development work required when migrating to a new minor or major release. This may include recreating custom development that exists in the current version.

   j. Resolving user generated input problems. (User inadvertently affects the data integrity which can only be resolved via technical intervention.)

   k. Training and documentation material.

   l. Training on any functionality within the application.

    m. Operating system and database level security.

    n. Disaster Recovery Service.

    o. Support for self-upgrades.

4. SERVICE HOURS, SERVICE LEVELS AND PRIORITY DEFINITIONS

Qmatic will provide the Support Service for the **Error! Unknown document property name.** during the Service Hours and according the Service Levels as defined below.

Service Hours

Service Hours for help desk support (Eastern)*			
Monday through Friday		Saturday and Sunday	
Start	End	Start	End
7:00 am	9:00 pm	00:00	00:00

*Plus on-call personnel outside of specified times

Service Levels

Service	Priority		Response Time (Service Hours)	Target Workaround Time (Service hours)
Service Support	1	Critical	1 hour to confirm case.	8 hours
	2	Major	2 hours	16 hours
	3	Normal	4 hours	24 hours
	4	Minor	4 hours	48 hours

Priority definitions for Cases

Priority	Type	Description
1	Critical	All CFM System services come to a total halt or if the **Error! Unknown document property name.**s functionality is affected in such a way that the system is no longer usable or crucial processes cannot be executed. Examples: • **Error! Unknown document property name.** services are not available for all branches • Data corrupted • System hangs indefinitely, causing unacceptable or indefinite delays for resources or response. • System repeatedly crashes
2	Major	Any individual element of the **Error! Unknown document property name.** service or infrastructure component failing. There is a partial workaround but the ability to maintain CFM Service is severely degraded. Examples: • Partial System or Application failure i.e. a severe fault or disturbance affecting an area of functionality, but not the **Error! Unknown document property name.** service. • Severely downgraded performance due to failures in the CFM System software, for example, prolonged response times, poor performance in terms of email reaction and/or delivery time. • Case encountered with localized or isolated impact.
3	Normal	Intermittent Cases encountered with minimal impact to **Error! Unknown document property name.** service operations. These may be localized to individuals. There is a partial workaround but the ability to maintain CFM System services is slightly degraded. Examples: • End users are experiencing a technical problem with **Error! Unknown document property name.** services. • Multiple attempts are required to use or access **Error! Unknown document property name.** services.
4	Minor	Consultation on particular functions or configuration. Requests for documentation or information.

5. SUPPORT OBLIGATIONS AND TERM

5.1. The Contractor shall repair or replace Software, and provide maintenance of the Software in accordance with the Specifications and terms and requirements of the Contract.

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

5.3. If the Contractor fails to correct a Deficiency within the allotted period of time stated above, the Contractor shall be deemed to have committed an Event of Default, and the State shall have the right, at its option, to pursue the remedies in Part 2 – Information Technology Provisions - Section 13.1: Termination for Default, as well as to return the Contractor's product and receive a refund for all amounts paid to the Contractor, including but not limited to, applicable license fees, within ninety (90) days of notification to the Contractor of the State's refund request.

If the Contractor fails to correct a Deficiency within the allotted period of time stated above, the Contractor shall be deemed to have committed an Event of Default, and the State shall have the right, at its option, to pursue the remedies in Part 1, P-37 General Provisions - Section 8: Event of Default/Remedies.

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1.   REQUIREMENTS

Attachment 1: Project Requirements is hereby incorporated within.

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The Contractor's Project Manager and the State Project manager shall finalize the Work Plan within Fourteen (14) Calendar days of the Effective Date and further refine the tasks required to implement the Project. The elements of the preliminary Work Plan are documented in accordance with the Contractor's plan to implement the requirements defined in the RFP and further described in the Contractor's Proposal. 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 at the end of this Exhibit.

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

1. ASSUMPTIONS

1.1. General

   a. The State shall provide team members with decision-making authority to support the Implementation efforts, at the level outlined in the Request for Proposal Document State Staffing Matrix.

   b. All State tasks must be performed in accordance with the revised Work Plan.

   c. All key decisions will be resolved within five (5) business days. Issues not resolved within this initial period will be escalated to the State Project Manager for resolution.

   d. Any activities, decisions or issues taken on by the State that affect the mutually agreed upon Work Plan timeline, scope, resources, and costs shall be subject to the identified Change Control process.

1.2. Project Management

   a. The State shall approve the Project Management Methodology used for the Project.

   b. The State shall provide the Project Team with reasonable access to the State personnel as needed to complete Project tasks.

   c. A Project folder created within the State System shall be used for centralized storage and retrieval of Project documents, work products, and other material and information relevant to the success of the Project and required by Project Team members. This central repository is secured by determining which team members have access to the Project folder and granting either view or read/write privileges.

The Contractor's Project Manager will establish and maintain this folder. The State Project Manager shall approve access for the State team. Documentation can be stored locally for the Contractor and State team on a "shared" network drive to facilitate ease and speed of access. Final versions of all Documentation shall be loaded to the State System.

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

1.3. Conversions - Not Applicable (N/A)

Conversions are not within the scope of this Contract.

1.4. Project Schedule

Deployment is planned to begin by July 10, 2020, with a planned go-live date of September 18, 2020.

1.5. Reporting

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

1.6. User Training

a. The Contractor's Team shall lead the development of the end-user training plan.

b. Train the trainer approach shall be used for the delivery of end-user training.

c. The State is responsible for the delivery of end-user training.

d. The State shall Schedule and track attendance on all end-user training classes.

1.7. Performance and Security Measures

a. The Contractor's Team shall provide a performance test workshop to identify the key scenarios to be tested, the approach and tools required, and best practices information on performance testing.

b. The State shall work with the Contractor on all testing as set forth in Part 3 -Part 3 - Exhibit F: Testing Services.

2. CONTRACTOR ROLES AND RESPONSIBILITIES

2.1. Contractor's Team Project Executive

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

2.2. Contractor's Team Project Manager

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

    a.   Maintain communications with the State's Project Manager;

    b.   Work with the State in planning and conducting a kick-off meeting;

    c.   Create and maintain the Work Plan;

    d.   Assign the Contractor Team consultants to tasks in the Implementation Project according to the scheduled staffing requirements;

    e.   Define roles and responsibilities of all the Contractor Team members;

    f.   Provide update progress reports to the State Project Manager upon request;

    g.   Notify the State Project Manager of requirements for State resources in order to provide sufficient lead time for resources to be made available;

    h.   Review task progress for time, quality, and accuracy in order to achieve progress;

    i.   Review requirements and scheduling changes and identify the impact on the Project in order to identify whether the changes may require a change of scope;

    j.   Implement scope and schedule changes as authorized by the State Project Manager and with appropriate Change Control approvals as identified in the Implementation Plan;

    k.   Inform the State Project Manager and staff of any urgent issues if and when they arise;

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

m.   Manage handoff to the Contractor operational staff;

n.   Manage Transition Services as needed.

2.3. Contractor's Team Analysis

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

a.   Construct and confirm application test case scenarios;

b.   Produce application configuration definitions and configure the applications;

c.   Conduct testing of the configured application;

d.   Produce functional Specifications for extensions; and

e.   Assist the State in execution of the State's Acceptance Test;

f.   Conduct follow-up meetings to obtain feedback, results, and concurrence/approval from the State;

g.   Assist with the correction of configuration problems identified during System, Acceptance Testing; and

h.   Assist with the transition to production.

2.4. Contractor's Team Tasks

The Contractor team shall assume the following tasks:

a.   Development and Review of functional and technical Specification to determine that they are at an appropriate level of detail and quality; and

b.   Development and Documentation of installation procedures.

3. STATE ROLES AND RESPONSIBILITIES

The following State resources have been identified for the Project. The time demands on the individual State team members will vary depending on the phase and specific tasks of the Implementation. The demands on the Subject Matter Experts' time will vary based on the need determined by the State Leads and the phase of the Implementation.

3.1. State Project Manager

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

    a.   Plan and conduct a kick-off meeting with assistance from the Contractor's team;

    b.   Assist the Contractor's Project Manager in the development of a detailed Work Plan;

    c.   Identify and secure the State Project Team members in accordance with the Work Plan;

    d.   Define roles and responsibilities of all State Project Team members assigned to the Project;

    e.   Identify and secure access to additional State end-user staff as needed to support specific areas of knowledge if and when required to perform certain Implementation tasks;

    f.   Communicate issues. to State management as necessary to secure resolution of any matter that cannot be addressed at the Project level;

    g.   Inform the Contractor's Project Manager of any urgent issues if and when they arise;

    h.   Assist the Contractor's team staff to obtain requested information if and when required to perform certain Project tasks;

    i.   Manage handoff to State operational staff; and

    j.   Manage State staff during Transition Services as needed.

3.2. State Subject Matter Expert(s) (SME)

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

    a.   Be the key user and contact for their Agency or Department;

    b.   Attend Project Team training and acquire in-depth functional knowledge of the relevant applications;

c. Assist in validating and documenting user requirements, as needed;

d. Assist in mapping business requirements;

e. Assist in constructing test scripts and Data;

f. Assist in Acceptance Testing;

g. Attend Project meetings when requested; and

h. Assist in training end users in the use of the Contractor's Software Solution and the business processes the application supports.

3.3. State Technical Lead and Architect

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

a. Attend technical training as necessary to support the Project;

b. Assist the State and the Contractor's Team Project Managers to establish the detailed Work Plan;

c. Manage the day-to-day activities of the State's technical resources assigned to the Project;

d. Work with State IT management to obtain State technical resources in accordance with the Work Plan;

e. Work in partnership with the Contractor and lead the State technical staff's efforts in documenting the technical operational procedures and processes for the Project. This is a Contractor Deliverable and it will be expected that the Contractor will lead the overall effort with support and assistance from the State; and

f. Represent the technical efforts of the State at Project meetings upon request..

3.4. State Testing Administrator

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

a. Coordinating the development of System, performance, and Acceptance Test plans;

b. Coordinating System, performance, and Acceptance Tests;

c. Chairing test Review meetings;

d. Coordinating the State's team and external third parties involvement in testing;

    e.   Ensuring that proposed process changes are considered by process owners;

    f.   Establish priorities of Deficiencies requiring resolution; and

    g.   Tracking Deficiencies through resolution.

4.   **SOFTWARE APPLICATION** - Not Applicable (N/A)

Software Applications are not within the scope of this Contract.

5.   **CONVERSIONS** - Not Applicable (N/A)

Conversions are not within the scope of this Contract.

6.   **CONVERSION TESTING RESPONSIBILITIES** - Not Applicable (N/A)

Conversion Testing is not within the scope of this Contract.

7.   **INTERFACES** - Not Applicable (N/A)

Interfaces are not within the scope of this Contract.

8.   **APPLICATION MODIFICATION** Not Applicable (N/A)

Application Modifications are not within the scope of this Contract.

9.   **PRELIMINARY WORK PLAN**

The following table provides the preliminary agreed upon Work Plan for the Contract.

Phase	Task	Description	Duration
Phase I: Project Initiation & Preparation			8 days

	Project Kickoff	Includes review, confirmation, and documentation of:
		    Overall Project Plan
		    Priorities and timelines
		    Success criteria
		    Key stakeholders
		    Project roles & responsibilities
			6 days

			Assumptions & constraints Project Communication Plan Risk Management strategy Change Order process Issues & risk logs	

	Project Communication Plan		Controls:
			    Weekly status meetings
			    Risk log
			    Issues monitoring
			    Issue resolution meetings
			    Review of required Customer IT preparation activities
			    Change Requests
			    Evaluation and reporting of Change impacts on timeline, budget, etc.
			    Ongoing refinement of Project Plan as necessary
				Ongoing

Phase II: Configuration				25 days

	Requirements Review		Includes:
			    Solution configuration and business process determination and documentation
			    Identification of all required interfaces
			    Completion of required Customer IT preparation activities
				5 days

	Solution Design	/	Includes:
			    Technical Specifications documented for interface(s) *(if in scope)*
			    Documentation of individual site configuration requirements for all sites
			    Refinement and confirmation of Solution Testing Plan
			    Refinement and finalization of Training Plan
				5-10 days

	Solution Development		Includes: Installation of Qmatic Managed Services environment	45 days

			Configuration of application and integration test environments as needed Initial baseline "sanity" testing Connectivity testing	
Phase III: Deployment				52 days
	Implementation Activities		Includes: Verification Production environment Verify each branch (site) in Production environment	Performed in tandem with initial site rollouts
		Site rollout	Per site, rollout includes: Verification of site configuration Site testing Site Installation sign-off User training (if needed) Installation of any required hardware (if needed)	* sites a day
Phase IV: Testing			Testing occurs at many steps along the way during Configuration and Deployment. This Phase refers to final testing of the Production solution.	5-15 days (typically, Customer-driven)
Phase V: Acceptance			Includes: Completion of Project sign-off (may include exceptions) Provision of any outstanding deliverables Completion of Project sign-off (without exceptions) Handover from Qmatic Project Team to Qmatic Support	5 days (milestone)
Post-Acceptance			Client may be asked to complete post-implementation satisfaction survey.	

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

1. **LICENSE GRANT**

   1.1. **COTS – Annual License – Subject to the upfront payment of initial and annual renewal license fees:**

   The Contractor hereby grants to the State a worldwide, perpetual, irrevocable, non-exclusive, non-transferable, limited License to use the Software and its associated Documentation, subject to the terms of the Contract. The State may allow its agents and Contractors to access and use the Software, and in such event, the State shall first obtain written agreement from such agents and Contractors that each shall abide by the terms and conditions set forth herein.

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**

   The State shall be entitled to copies of any work product upon request to Contractor. At the conclusion of this Agreement, Contractor agrees to provide all copies of the Software for all versions, including related documentation, to the State. Contractor shall not retain any work product associated with this Agreement unless authorized by the State in writing.

   Contractor shall provide the State with a sufficient number of hard copy versions of the Software's associated Documentation and one (1) electronic version in Microsoft Word and PDF format. 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 reasonable number of copies 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 the 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**

The 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, the Contractor may audit the State's use of the programs at the Contractor's sole expense. The State agrees to cooperate with the Contractor's audit and provide reasonable assistance and access to information. The State agrees that the Contractor shall not be responsible for any of the State's reasonable costs incurred in cooperating with the audit. Notwithstanding the foregoing, the Contractor's audit rights are subject to applicable State and federal laws and regulations.

7. **SOFTWARE NON-INFRINGEMENT**

Contractor warrants that it has good title to, or the right to allow the State to use all Services, equipment, and Software, including any 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, the Contractor shall defend and indemnify the State against the claim provided that the State:

    a. Promptly notifies the Contractor in writing, not later than 30 days after the State receives actual written notice of such claim;

    b. Gives the Contractor control of the defense and any settlement negotiations; and

    c. Gives the 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 the Contractor believes or it is determined that any of the contracted works may have violated someone else's intellectual property rights, the 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, the Contractor may end the License, and require return of the applicable contracted works and refund all fees the State has paid the Contractor under the Contract. The Contractor will not indemnify the State if the State alters the contracted resources without the Contractor's consent or uses it outside the scope of use identified in the Contractor's User Documentation or if the State uses a version of the contracted works 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. The 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 the Contractor. The Contractor will not indemnify the State to the extent that an infringement claim is based upon the combination of any contracted works with any products or Services not provided by the Contractor without the 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.

9.   **CUSTOM SOURCE CODE**

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** - Not Applicable (N/A)

Software Escrow is not within scope of this Contract.

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1. **WARRANTIES**

    1.1. **System**

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

    1.2. **Software**

    The Contractor warrants that the Software, 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, the State's remedy, and the Contractor's entire liability, shall be:

    a. the correction of program errors that cause breach of the warranty, or if the Contractor cannot substantially correct such breach in a commercially reasonable manner, the State may end its program license if any and recover the fees paid to the Contractor for the program license and any unused, prepaid technical support fees the State has paid for the program license; or

    b. the re-performance of the deficient Services; or

    c. if the Contractor cannot substantially correct a breach in a commercially reasonable manner, the State may end the relevant Services and recover the fees paid to the Contractor for the deficient Services.

    1.3. **Non-Infringement**

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

    1.4. **Viruses; Destructive Programming**

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

1.5. Compatibility

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

1.6. Services

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

2. WARRANTY PERIOD

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

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1. TRAINING SERVICES

The Contractor shall provide the following Training Services.

Qmatic Training Plan

Required Skills for Participation In Training
- Counter and Reception staff will require very basic IT skills in order to use the Qmatic software, commensurate with the skills required to operate standard computer software such as Microsoft Word and Internet Explorer.
- Managerial users will require very little extra skill, although an understanding of spreadsheets is desirable for reporting functions.
- IT staff will require basic networking knowledge and have the ability to follow hardware and software troubleshooting steps which are described in Qmatic documentation on the Qmatic Training Portal website.

Course Curriculum Development
- The curriculum for a system with standard functionality & configuration is already tried and tested and found to be effective and comprehensive.
- Non-standard system curricula are developed through close collaboration between agency and Qmatic training/project management staff to ensure the relevance of training materials to atypical system designs.
- Qmatic provides a full suite of training materials explaining all user functionality of every Qmatic software product.

Scope of Planned Training

Reception and Counter Staff
- System overview – briefly learn about customer flow and the points of data captured by the system for statistical purposes and the need for standardized system usage.
- Log in and log out – learn how this affects statistical reports.
- Issue virtual tickets – learn the Reception role's functions of adding notes and a customer's name to a virtual ticket.
- Call & transfer virtual tickets – learn the Counter role's basic functions of calling customers for service and transferring them into other queues for additional service(s).
- User Pools/Service Point Pools – learn how to transfer customers to individual, specific, users or locations.
- Provide notes for secondary service providers – learn how to provide colleagues with pertinent customer information before transferring a ticket into another queue.
- Add Marks/Delivered Services/Outcomes – learn how to add extra information to transactions for statistical purposes.

Managers
- System overview – learn the system's basic architecture.
- Data capture – learn which points of data are captured and how this dictates available report types.

- Add users and assign roles – provide new staff members with log-in credentials and manage their system permissions.
- Interpret management screens – learn how to monitor live customer and staff activity and manage customer flow.
- Generate and interpret reports – access and understand the historical data captured by the Qmatic system.
- Schedule reports to be emailed to specific recipients.
- Maintain and troubleshoot – learn basic preventive maintenance techniques to safeguard Qmatic hardware and simple procedures for diagnosing and remedying problems.

Administrators
- System overview – learn the system's architecture.
- Add users and assign roles – provide new staff members with log-in credentials and manage their system permissions.
- Manage the media display – in-depth view of the Surface Editor and optional Context Marketing modules.
- Manage Marks/Delivered Services/Outcomes – learn how to add or disable entries which counter workers use to provide extra statistical information.
- Create & edit profiles – learn how to create profiles which dictate the calling of customers for service.
- Edit Counter functionality – enable or disable key Counter module functions.
- Maintain and troubleshoot – learn advanced preventive maintenance techniques to safeguard the Qmatic hardware and software and procedures for diagnosing and remedying problems.

All documentation will be made available to the State of New Hampshire at the Qmatic Training Portal website.

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1.   **AGENCY RFP WITH ADDENDUMS, BY REFERENCE**

Exhibit M – Not Applicable to this Contract.

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1.   VENDOR QUOTE, BY REFERENCE

QMatic Corporation Quote May 13, 2020 is hereby incorporated and reference as fully set forth herein.

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1.   **CERTIFICATES AND ATTACHMENTS**
    a.   Exhibit H Requirements – Attachment 1
    b.   Contractor's Certificate of Good Standing
    c.   Contractor's Certificate of Vote/Authority
    d.   Contractor's Certificate of Insurance

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Attachment 1: Project Requirements

	State Requirements			Vendor		
Req #	Requirement Description	Criticality	Vendor Response	Delivery Method	Comments	
B1.1	Qmatic Managed Services shall install and host the solution for the State	M	Yes	Standard	This has been proposed	
B1.2	Existing State Qmatic system shall be upgraded to Orchestra 7	M	Yes	Standard	This has been proposed	
B1.3	Qmatic shall provide setup services required for DMV HQ and substations to successfully use appointment scheduler	M	Yes	Standard	Qmatic will provide	
B1.4	Qmatic shall provide configuration services to confiure the State solution with multiple locations and Qmatic queuing solution	M	Yes	Standard	Qmatic will provide	
B1.5	Qmatic shall provide training to State staff including but not limited to DMV staff and IT staff	M	Yes	Standard	Number of hours is defined in the price proposal	
B1.6	Qmatic solution shall include maintenance and upgrades	M	Yes	Standard	With an Annual Maintenance fees, the DMV will receive SW licenses for upgrades at no cost. Professional Services Fees may apply.	
B1.7	Qmatic solution shall manage all certificates related to the solution	M	Yes	Standard	Qmatic Complies with this requirement	
B1.8	Qmatic solution shall include hardware backup	M	No	Not Proposing	With the annual maintenance, HW will be troubleshooted, repaired, or replaced as needed. Back up hardware stored onsite would be purchased by the DMV at their discretion.	
B2.1	Customers shall be permitted to select date and time for service	M	Yes	Standard	This is standard functionality of the system.	
B2.2	Self service public web-based booking interface shall support two factor authentication	M	Yes	Standard	This is standard functionality of the system.	
B2.3	Self service public web-based booking interface shall permit limiting multiple bookings	M	Yes	Standard	This is standard functionality of the system.	
B2.4	Shall include Staff Assisted booking interface	M	Yes	Standard	This is standard functionality of the system.	

B2.5	Shall support future & same-day appointments	M	Yes		Same day appointments are support, but subject to availability. If all appointments are booked for a day in advance, a same day appointment may not be available. However, if the DMV reserves some appointment blocks for the Staff assisted booking interface, staff may be able to book a same day appointment if available.
B2.6	Shall support both enterprise & local scheduling control	M	Yes	Standard	This is standard functionality of the system.
B2.7	Shall integrate with Customer Notification module	M	Yes	Standard	This is standard functionality of the system.
B2.8	System shall support booking thresholds	M	Yes	Standard	This is standard functionality of the system.
B3.1	System shall support eMail and/orSMS direct communication to customers	M	Yes	Standard	Email communication is limited to appointment confirmation only. The system can send up 9 text messages to each customer.
B3.2	System shall permit the State to set expectations with customer before arrival	M	Yes	Standard	This can be done through texted or emailed appointment confirmation and texted reminders.
B3.3	System shall permit the State to share information for a successful visit	M	Yes	Standard	This can be done through texted or emailed appointment confirmation and texted reminders.
B3.4	System shall prompt for timely arrival	M	Yes	Standard	The DMV will set the intervals for appointment reminders via text message. Ie 24 hours and 1 hour from the appointment time.
B3.5	System shall keep customers informed whlie they wait	M	Yes	Standard	The DMV may send up to 2 position alerts while customers wait.

B3.6	System shall permit the State to connect with customers after their visit	M	Yes	Standard	The DMV has the ability to send a text message when a service is complete. However, our survey tool has not been proposed, and is not in scope of this project.
B4.1	System shall permit State to configure communications to customers	M	Yes	Standard	This is standard functionality of the system.
B4.2	Notification type shall include two-factor authentication to book an appointment	M	Yes	Standard	This is standard functionality of the system.
B4.3	Noticiation type shall include appointment confirmation	M	Yes	Standard	This is standard functionality of the system.
B4.4	Noticiation type shall include appointment reminder 1 day prior	M	Yes	Standard	This is standard functionality of the system.
B4.5	Noticiation type shall include appointment reminder 1 hour prior	M	Yes	Standard	This is standard functionality of the system.
B4.6	Noticiation type shall include arrival ticket alert / queue entry with ticket number when the customer arrives	M	Yes	Standard	This is standard functionality of the system.
B4.7	Noticiation type shall include ticket position alerts while the customer is waiting	M	Yes	Standard	This is standard functionality of the system.
B4.8	Noticiation type shall include ticket call alert when the customer is called	M	Yes	Standard	This is standard functionality of the system.
B4.9	Noticiation type shall include visit end alert	M	Yes	Standard	This is standard functionality of the system.
B4.10	Noticiation type shall include ability to prompt customer to take a survey	M	No	Not Proposing	Our survey tool has not been quoted. If the DMV has their own electronic survey, you may embed a link to that survey in your visit end message alert.
B5.1	Walk in customers shall be seemlessly blended with appointment customers without manual intervention	M	Yes	Standard	This is standard functionality of the system.
B5.2	Appointment customers shall be automatically prioritized and called as close to their appointment time as possible	M	Yes	Standard	This is standard functionality of the system.

B5.3	System shall support self service check in	M	Yes	Future	Qmatic has not proposed self service kiosks. Customers will check in with DMV staff. Qmatic has recently developed a way that customers can self check in with their phones by clicking a link texted to them in the appointment confirmation. This is a new feature and will be ready for deployment in the coming weeks.
B5.4	System shall support impromptu visits	M	Yes	Standard	Our "Yes" response assumes that by impromptu, you mean walk in customers.
B5.5	System shall support late arrivals	M	Yes	Standard	The DMV can set the threshold of how late or how early a customer may check in.

	State Requirements			Vendor		
Req #	Requirement Description	Criticality	Vendor Response	Delivery Method	Comments	
A1.1	Ability to access data using open standards access protocol (please specify supported versions in the comments field).	M	Yes	Standard	Qmatic insights enable users to visually see their data.	
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 orhter trade secret regulation.	M	Yes	Standard	Data is stored in a sql database	
A1.3	Web-based compatible and in conformance with the following W3C standards: HTML5, CSS 2.1, XML 1.1	M	Yes	Standard	Orchestra aheres to W3C standards	
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 apply the Principle of Least Privilege (PoLP) user, or programs must be able to access only the information and resources that are necessary for its legitimate purpose.	
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	Orchestra uses a Roles based system for user access. Users must have one or several Roles to be able to use the system.	
A2.3	Enforce unique user names.	M	Yes	Standard	Orchsetra 7 support unique complex username with validation	
A2.4	Enforce complex passwords for Administrator Accounts in accordance with DoIT's statewide *User Account and Password Policy*	M	Yes	Standard	Password complexity is configurable; the default policy specifies a minimum of 8 characters, with a mix of lower and uppercase characters and numbers.	

Attachment 1: Project Requirements

Req #	Requirement Description	Criticality	Vendor Response	Delivery Method	Comments
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	Password complexity is configurable; the default policy specifies a minimum of 8 characters, with a mix of lower and uppercase characters and numbers.
A2.6	Encrypt passwords in transmission and at rest within the database.	M	Yes	Standard	Orchestra files and data at rest can be encrypted using 256-bit Advanced Encryption Standard (AES)
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	Orchestra 7 supports force logout for inactive user as well as automatic deactivation of inactive accounts. The parameters are configurable.
A2.8	Provide the ability to limit the number of people that can grant or change authorizations	M	Yes	Standard	Orchestra uses a Roles based system for user access. Users must have one or several Roles to be able to use the system.
A2.9	Establish ability to enforce session timeouts during periods of inactivity.	M	Yes	Standard	Orchestra 7 supports force logout for inactive user as well as automatic deactivation of inactive accounts. The parameters are configurable.
A2.10	The application shall not store authentication credentials or sensitive data in its code.	M	Yes	Standard	Qmatic complies
A2.11	Log all attempted accesses that fail identification, authentication and authorization requirements.	M	Yes	Standard	Audit login will need to be add if not already provided in quote
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	Audit login required
A2.13	All logs must be kept for (XX- days, weeks, or months)	M	Yes	Standard	Qmatic Complies
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	Qmatic complies

Attachment 1: Project Requirements

Req #	Requirement Description	Criticality	Vendor Response	Delivery Method	Comments
A2.15	Do not use Software and System Services for anything other than they are designed for.	M	Yes	Standard	Qmatic Complies
A2.16	The application Data shall be protected from unauthorized use when at rest	M	Yes	Standard	Orchestra files and data at rest can be encrypted using 256-bit Advanced Encryption Standard (AES)
A2.17	The application shall keep any sensitive Data or communications private from unauthorized individuals and programs.	M	Yes	Standard	Qmatic complies
A2.18	Subsequent application enhancements or upgrades shall not remove or degrade security requirements	M	Yes	Standard	Qmatic Complies
A2.19	Utilize change management documentation and procedures	M	Yes	Standard	Please refer to Project Management
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	Please refer to Hosting Cloud

State Requirements			Vendor		
Req #	Requirement Description	Criticality	Vendor Response	Delivery Method	Comments
T1.1	All components of the Software shall be reviewed and tested to ensure they protect the State's web site and its related Data assets.	M	Yes	Standard	We do such verification in our service continuously.
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	Security testing is built in to our Managed Services portfolio and includes all aspects of application and data. Infrastructure is AWS
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	Qmatic comphresive application penetration testing includes authentication testing.
T1.4	Test for Access Control; supports the management of permissions for logging onto a computer or network	M	No		We do test access control within our solution and naturally to all servers hosting our solution regulary.
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	this is tested and verified in our normal audits of the software and in penetration tests.
T1.6	Test the Intrusion Detection; supports the detection of illegal entrance into a computer system	M	Yes	Standard	We do register login attempts and logins continously in our application. We also have the possibility to lock down access to specific network ranges etc. We can also monitor changes made in the application. The same goes for the hosting environment which is only accessable by our service team.
T1.7	Test the Verification feature; supports the confirmation of authority to enter a computer system, application or network	M	Yes	Standard	Qmatic comphresive application penetration testing includes authentication testing.
T1.8	Test the User Management feature; supports the administration of computer, application and network accounts within an organization.	M	Yes	Standard	We do have SAMLv2 support for clients who wants to use federated identity management and authentication

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 have role based authorization framework and this is part of our secure development guidelines dictated by our ISO-27001 cert.
T1.10	Test Audit Trail Capture and Analysis; supports the identification and monitoring of activities within an application or system	M	Yes	Standard	part of our secure development guidelines dictated by our ISO-27001 cert.
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	part of our secure development guidelines dictated by our ISO-27001 cert.
T.1.12	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 work hard to keep up with new exploits and vulnerabilities - this includes OWASP Top Ten and this is also part of our ISO-27001 ceritfication commitment.
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	Qmatic will 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 can provide results from our latest service security tests.
T1.15	Vendor shall provide documented procedure for migrating application modifications from the User Acceptance Test Environment to the Production Environment.	M	Yes	Standard	This is provided by the implementation project team for any custom development done. The core application is managed by our standard upgrade / maintenance process and is not project specific.
T2.1	The Vendor must test the software and the system using an industry standard and State approved testing methodology as more fully described in Section XXXX.	M	Yes	Standard	We do test our software in many different ways including exploratory, black box, stress, penetration etc. Not sure what methods are state approved - is there a link?.
T2.2	The Vendor must perform application stress testing and tuning as more fully described in Section XXXX.	M	Yes	Standard	we do stress testing on our software regulary and we can provide documentation for parts of that.
T2.3	The Vendor must provide documented procedure for how to sync Production with a specific testing environment.	M	Yes	Standard	although in a hosted solution like we propose here this is a service provided by us.

Attachment: Project Requirements

T2.4	The vendor must define and test disaster recovery procedures.	M	Yes	Standard	We have a defined process for disaster recovery which we test and improve regulary. We use services which has concepts around this built in to improve efficency and reliability.

	State Requirements			Vendor		
Req #	Requirement Description	Criticality	Vendor Response	Delivery Method	Comments	
H1.1	Vendor shall provide an ANSI/TIA-942 Tier 3 Data Center or equivalent. A tier 3 data center requires 1) Multiple independent distribution paths serving the IT equipment, 2) All IT equipment must be dual-powered and fully compatible with the topology of a site's architecture and 3)Concurrently maintainable site Infrastructure with expected availability of 99.982%	M	Yes	Standard	We utilize Amazon Web Services for our service delivery which works in alignment with the Tier 3 level	
H1.2	Vendor shall maintain a secure hosting environment providing all necessary hardware, software, and Internet bandwidth to manage the application and support users with permission based logins.	M	Yes	Standard	Qmatic complies	
H1.3	The Data Center must be physically secured – restricted access to the site to personnel with controls such as biometric, badge, and others security solutions. Policies for granting access must be in place and followed. Access shall only be granted to those with a need to perform tasks in the Data Center.	M	Yes	Standard	managed by AWS. More information here: https://aws.amazon.com/compliance/data-center/controls/	
H1.4	Vendor shall install and update all server patches, updates, and other utilities within 60 days of release from the manufacturer.	M	Yes	Standard	service window needs to be defined in the implementation project	
H1.5	Vendor shall monitor System, security, and application logs.	M	Yes	Standard	Qmatic is offering Orchestra application "as-a-service". infrastructure is full managed by Qmatic	
H1.6	Vendor shall manage the sharing of data resources.	M	Yes	Standard	Qmatic is offering Orchestra application "as-a-service". infrastructure is fully managed by Qmatic	
H1.7	Vendor shall manage daily backups, off-site data storage, and restore operations.	M	Yes	Standard		
H1.8	The Vendor shall monitor physical hardware.	M	yes	Standard		
H1.9	Remote access shall be customized to the State's business application. In instances where the State requires access to the application or server resources not in the DMZ, the Vendor shall provide remote desktop connection to the server through secure protocols such as a Virtual Private Network (VPN).	M	No		Orchestra is being provided to the customer As-a-Service	
H1.10	The Vendor shall report any breach in security in conformance with State of NH RSA 359-C:20. Any person engaged in trade or commerce that is subject to RSA 358-A:3, I shall also notify the regulator which has primary regulatory authority over such trade or commerce. All other persons shall notify the New Hampshire attorney general's office.	M	Yes	Standard	this is part of our ISO-27001 and GDPR processes as well.	

H2.1	Vendor shall have documented disaster recovery plans that address the recovery of lost State data as well as their own. Systems shall be architected to meet the defined recovery needs.	M	Yes	Standard	we have a standard plan but in it some parts is project specific so this is a responsibility of the project to complete.
H2.2	The disaster recovery plan shall identify appropriate methods for procuring additional hardware in the event of a component failure. In most instances, systems shall offer a level of redundancy so the loss of a drive or power supply will not be sufficient to terminate services however, these failed components will have to be replaced.	M	Yes	Standard	this is part of the service AWS provides
H2.3	Vendor shall adhere to a defined and documented back-up schedule and procedure.	M	Yes	Standard	If proposed. Qmatic Orchestra application is being offered "as-a-service". infrastructure is fully managed by Qmatic
H2.4	Back-up copies of data are made for the purpose of facilitating a restore of the data in the event of data loss or System failure.	M	Yes	Standard	If proposed. Qmatic Orchestra application is being offered "as-a-service". infrastructure is fully managed by Qmatic
H2.5	Scheduled backups of all servers must be completed regularly. The minimum acceptable frequency is differential backup daily, and complete backup weekly.	M	Yes	Standard	If proposed. Qmatic Orchestra application is being offered "as-a-service". infrastructure is fully managed by Qmatic
H2.6	Tapes or other back-up media tapes must be securely transferred from the site to another secure location to avoid complete data loss with the loss of a facility.	M	No	Not Proposing	
H2.7	Data recovery – In the event that recovery back to the last backup is not sufficient to recover State Data, the Vendor shall employ the use of database logs in addition to backup media in the restoration of the database(s) to afford a much closer to real-time recovery. To do this, logs must be moved off the volume containing the database with a frequency to match the business needs.	M	Yes	Standard	The frequency or RPO (Recovery Point Objective) needs to be defined by the project. Then the service team can configure the services to accomodate this..This would need to be identified before contracts. There is additional cost.
H3.1	The Vendor shall employ security measures ensure that the State's application and data is protected.	M	Yes	Standard	Qmatic Orchestra application is being offered "as-a-service". infrastructure and security is fully managed by Qmatic

H3.2	If State data is hosted on multiple servers, data exchanges between and among servers must be encrypted.	M	Yes	Standard	Qmatic Orchestra application is being offered "as-a-service". infrastructure and security is fully managed by Qmatic
H3.3	All servers and devices must have currently-supported and hardened operating systems, the latest anti-viral, anti-hacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a whole, shall have aggressive intrusion-detection and firewall protection.	M	Yes	Standard	Qmatic Orchestra application is being offered "as-a-service". infrastructure and security is fully managed by Qmatic
H3.4	All components of the infrastructure shall be reviewed and tested to ensure they protect the State's hardware, software, and its related data assets. Tests shall focus on the technical, administrative and physical security controls that have been designed into the System architecture in order to provide confidentiality, integrity and availability.	M	Yes -	Standard	we employ third party security experts to audit our setups regulary.
H3.5	The Vendor shall ensure its complete cooperation with the State's Chief Information Officer in the detection of any security vulnerability of the hosting infrastructure.	M	Yes	Standard	Qmatic will comply
H3.6	The Vendor shall authorize the State to perform scheduled and random security audits, including vulnerability assessments, of the Vendor' hosting infrastructure and/or the application upon request.	M	Yes	Standard	Testing must be scheduled and may incur a service fee.
H3.7	All servers and devices must have event logging enabled. Logs must be protected with access limited to only authorized administrators. Logs shall include System, Application, Web and Database logs.	M	Yes	Standard	Qmatic Orchestra application is being offered "as-a-service". infrastructure and security is fully managed by Qmatic
H3.8	Operating Systems (OS) and Databases (DB) shall be built and hardend in accordance with guidelines set forth by CIS, NIST or NSA	M	Yes	Standard	Our secure development policy and services / components are selected based on such requirements
H3.9	The Vendor shall notify the State's Project Manager of any security breaches within two (2) hours of the time that the Vendor learns of their occurrence.	M	yes		Qmatic will comply
H3.10	The Vendor shall be solely liable for costs associated with any breach of State data housed at their location(s) including but not limited to notification and any damages assessed by the courts.	M	Yes	Standard	Liability Limits not to exceed 10% of the contract value
H4.1	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	Qmatic will comply

H4.2	The vendor shall maintain the hardware and Software in accordance with the specifications, terms, and requirements of the Contract, including providing, upgrades and fixes as required.	M	yes	Standard	contract needs to align with that we do not do custom versions of our service for specific clients and changes will follow the standard release schedule of the service. Customizations and additions on top of the core service can have a different release schedule.
H4.3	The vendor shall repair or replace the hardware or software, or any portion thereof, so that the System operates in accordance with the Specifications, terms, and requirements of the Contract.	M	Yes	Standard	contract needs to align with that we do not do custom versions of our service for specific clients and changes will follow the standard release schedule of the service. Customizations and additions on top of the core service can have a different release schedule.
H4.4	All hardware and software components of the Vendor hosting infrastructure shall be fully supported by their respective manufacturers at all times. All critical patches for operating systems, databases, web services, etc, shall be applied within sixty (60) days of release by their respective manufacturers.		Yes	Standard	Qmatic complies
H4.5	The State shall have unlimited access, via phone or Email, to the Vendor technical support staff between the hours of 8:30am to 5:00pm- Monday through Friday EST;	M	Yes	Stanard	Refer to your Qmatic Care agreement

H4.6	The Vendor shall conform to the specific deficiency class as described: o Class A Deficiency - Software - Critical, does not allow System to operate, no work around, demands immediate action; Written Documentation - missing significant portions of information or unintelligible to State; Non Software - Services were inadequate and require re-performance of the Service. o Class B Deficiency - Software - Important, does not stop operation and/or there is a work around and user can perform tasks; Written Documentation - portions of information are missing but not enough to make the document unintelligible; Non Software - Services were deficient, require reworking, but do not require re-performance of the Service. o Class C Deficiency - Software - minimal, cosmetic in nature, minimal effect on System, low priority and/or user can use System; Written Documentation - minimal changes required and of minor editing nature; Non Software - Services require only minor reworking and do not require re-performance of the Service.	M	Yes		Standard	Refer to your Qmatic Care agreement
H4.7	As part of the maintenance agreement, ongoing support issues shall be responded to according to the following: a. Class A Deficiencies - The Vendor shall have available to the State on-call telephone assistance, with issue tracking available to the State, eight (8) hours per day and five (5) days a week with an email / telephone response within two (2) hours of request; or the Vendor shall provide support on-site or with remote diagnostic Services, within four (4) business hours of a request; b. Class B & C Deficiencies –The State shall notify the Vendor of such Deficiencies during regular business hours and the Vendor shall respond back within four (4) hours of notification of planned corrective action; The Vendor shall repair or replace Software, and provide maintenance of the Software in accordance with the Specifications, Terms and Requirements of the Contract;	M	Yes		Standard	Qmatic Help Desk hours are M-F, 7:00 am - 9:00 pm. On call support is available after hours and on weekends. Qmatic meets or exceeds the SLAs for each of the defined Class Deficiencies.
H4.8	The hosting server for the State shall be available twenty-four (24) hours a day, 7 days a week except for during scheduled maintenance.	M	Yes		Standard	Qmatic complies
H4.9	A regularly scheduled maintenance window shall be identified (such as weekly, monthly, or quarterly) at which time all relevant server patches and application upgrades shall be applied.	M	Yes		Standard	Qmatic Orchestra application is being offered "as-a-service". infrastructure and security is fully managed by Qmatic
H4.10	If The Vendor is unable to meet the uptime requirement, The Vendor shall credit State's account in an amount based upon the following formula: (Total Contract Item Price/365) x Number of Days Contract Item Not Provided. The State must request this credit in writing.	M	Yes		Standard	Qmatic will comply
H4.11	The Vendor shall use a change management policy for notification and tracking of change requests as well as critical outages.	M	Yes		Standard	we have a support process which includes this also
H4.12	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	Refer to your Qmatic Care agreement

H4.13	The Vendor shall maintain a record of the activities related to repair or maintenance activities performed for the State and shall report quarterly on the following: Server up-time; All change requests implemented, including operating system patches; All critical outages reported including actual issue and resolution; Number of deficiencies reported by class with initial response time as well as time to close.	M	Yes	Standard	Yes, provided on request
H4.14	The Vendor will give two-business days prior notification to the State Project Manager of all changes/updates and provide the State with training due to the upgrades and changes.	M	Yes -	Standard	a service window is agreed upon in advance.

State Requirements			Vendor		
Req #	Requirement Description	Criticality	Vendor Response	Delivery Method	Comments
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	Qmatic Complies
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	Qmatic Complies
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	Qmatic Complies
S1.4	The State shall have unlimited access, via phone or Email, to the Vendor technical support staff between the hours of 8:30am to 5:00pm- Monday through Friday EST;	M	Yes	Standard	Qmatic Help Desk hours are M F, 7:00 am - 9:00 pm. On call support is available after hours and on weekends.
S1.5	The Vendor response time for support shall conform to the specific deficiency class as described below or as agreed to by the parties: o Class A Deficiency - Software - Critical, does not allow System to operate, no work around, demands immediate action; Written Documentation - missing significant portions of information or unintelligible to State; Non Software - Services were inadequate and require re-performance of the Service. o Class B Deficiency - Software - important, does not stop operation and/or there is a work around and user can perform tasks; Written Documentation - portions of information are missing but not enough to make the document unintelligible; Non Software - Services were deficient, require reworking, but do not require re-performance of the Service. o Class C Deficiency - Software - minimal, cosmetic in nature, minimal effect on System, low priority and/or user can use System; Written Documentation - minimal changes required and of minor editing nature; Non Software - Services require only minor reworking and do not require re-performance of the Service.	M	Yes	Standard	Qmatic meets or exceeds the SLAs for each of the defined Class Deficiencies.
S1.6	The Vendor shall make available to the State the latest program updates, general maintenance releases, selected functionality releases, patches, and Documentation that are generally offered to its customers, at no additional cost.	M	Yes	Standard	Qmatic Complies

Req #	Requirement Description	Criticality	Vendor Response	Delivery Method	Comments
S1.7	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	Yes	Standard	Qmatic Complies
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	Qmatic Complies
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: a. Class A Deficiencies - The Vendor shall have available to the State on-call telephone assistance, with issue tracking available to the State, eight (8) hours per day and five (5) days a week with an email / telephone response within two (2) hours of request; or the Vendor shall provide support on-site or with remote diagnostic Services, within four (4) business hours of a request; b. Class B & C Deficiencies —The State shall notify the Vendor of such Deficiencies during regular business hours and the Vendor shall respond back within four (4) hours of notification of planned corrective action; The Vendor shall repair or replace Software, and provide maintenance of the Software in accordance with the Specifications, Terms and Requirements of the Contract; or as agreed between the parties	M	Yes	Standard	Qmatic Complies
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	Qmatic Complies
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	In the event of a service outage within a data center, Qmatic will work to restore the service based on a service request. When the Customer opens a restore ticket with the Service desk, the application is restored to the most recent backup.

Req #	Requirement Description	Criticality	Vendor Response	Delivery Method	Comments
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	Qmatic Complies
S1.13	The hosting server for the State shall be available twenty-four (24) hours a day, 7 days a week except for during scheduled maintenance.	M	Yes	Standard	Qmatic Complies
S1.14	The Vendor will guide the State with possible solutions to resolve issues to maintain a fully functioning, hosted System.	M	Yes	Standard	Qmatic Complies
S1.15	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	Qmatic will notify the State of the date and time for these service and maintenance windows in reasonable time prior to each occasion.
S1.16	The Vendor will give two-business days prior notification to the State Project Manager of all changes/updates and provide the State with training due to the upgrades and changes.	M	Yes	Standard	Qmatic Complies
S1.17	All hardware and software components of the Vendor hosting infrastructure shall be fully supported by their respective manufacturers at all times. All critical patches for operating systems, databases, web services, etc, shall be applied within sixty (60) days of release by their respective manufacturers.	M	Yes	Standard	Qmatic Complies
S1.18	The Vendor shall provide the State with a personal secure FTP site to be used by the State for uploading and downloading files if applicable.	M	No	Not Proposing	

Attachment 1: Project Requirements

|	State Requirements			Vendor		
Req #	Requirement Description	Criticality	Vendor Response	Delivery Method	Comments
P1.1	Vendor shall participate in an initial kick-off meeting to initiate the Project.	M	Yes	Standard	Will be provided
P1.2	Vendor shall provide Project Staff as specified in the RFP.	M	Yes	Standard	Will be provided
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, critical events, task dependencies, and payment Schedule. The plan shall be updated no less than <every two weeks.>	M	Yes	Standard	Will be provided
P1.4	Vendor shall provide detailed <bi-weekly or monthly> status reports on the progress of the Project, which will include expenses incurred year to date.	M	Yes	Standard	Will be provided
P1.5	All user, technical, and System Documentation as well as Project Schedules, plans, status reports, and correspondence must be maintained as project documentation. (Define how- WORD format- on-Line, in a common library or on paper)	M	Yes	Standard	Will be provided via: Word, MS Project, PDF

State of New Hampshire

Department of State

CERTIFICATE OF AUTHORITY OF

Q-MATIC CORPORATION

The Secretary of State of the State of New Hampshire hereby certifies that an Application of Q-MATIC CORPORATION for a Certificate of Authority to transact business in this State, duly signed pursuant to the provisions of the New Hampshire Business Corporation Act, has been received in this office.

ACCORDINGLY the undersigned, by virtue of the authority vested in him by law, hereby issues this Certificate of Authority to Q-MATIC CORPORATION to transact business in this State under the name of Q-MATIC CORPORATION, and attaches hereto a copy of the Application for such Certificate.

Business ID: **843974**
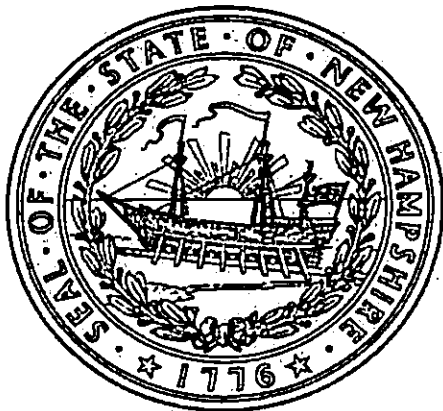
IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 10th day of June A.D. 2020.

William M. Gardner
Secretary of State

Certificate of Vote

I, <u>Jeff Green</u>, **hereby certify** that I am duly elected Clerk/Secretary/Officer of Qmatic Corporation. I hereby certify the following is a true copy of a vote taken at a Qmatic Corporation.

a meeting of the Board of Directors/shareholders, duly called and held on June 16, 2020,

at which a quorum of the Directors/shareholders were present and voting.

VOTED: That Margaret Fevriere is duly authorized to enter into contracts or agreements on behalf of Qmatic Corporation with the State of New Hampshire and any of Qmatic's agencies or departments and further is authorized to execute any documents which may in his/her judgment be desirable or necessary to effect the purpose of this vote.

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

DATED: <u>June 16, 2020</u>   **ATTEST:** _____

Jeffrey R Green
CEO, Qmatic Corporation
COO, Qmatic AB

CERTIFICATE OF LIABILITY INSURANCE

ACORD®

DATE (MM/DD/YYYY)
06/10/2020

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must 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	CONTACT NAME: Automatic Data Processing Insurance Agency, Inc.
Automatic Data Processing Insurance Agency, Inc.	PHONE (A/C, No, Ext): 1-800-524-7024 FAX (A/C, No):
	E-MAIL ADDRESS:
1 Adp Boulevard	
Roseland NJ 07068	**INSURER(S) AFFORDING COVERAGE** NAIC #
	INSURER A : Property And Casualty Insurance Company Of Hartford 34690
INSURED Q-Matic Corp	INSURER B :
	INSURER C :
2400 Commerce Ave Bldg 1100 St	INSURER D :
	INSURER E :
Duluth GA 30096	INSURER F :

COVERAGES   **CERTIFICATE NUMBER:** 1556308   **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	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	☐ OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [Y] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	N	76WBGGI5191	01/01/2020	01/01/2021	☒ PER STATUTE ☐ 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
State of NH Department of Information Technology attn: Department of Motor Vehicles.	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
23 Hazen Drive	**AUTHORIZED REPRESENTATIVE**
Concord NH 03301	

ACORD 25 (2016/03)   The ACORD name and logo are registered marks of ACORD

ACORD® CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
06/10/2020

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must 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	CONTACT NAME:	
Aon Risk Services South, Inc. Atlanta GA Office 3550 Lenox Road NE Suite 1700 Atlanta GA 30326 USA	PHONE (A/C. No. Ext): (866) 283-7122	FAX (A/C. No.): (800) 363-0105
	E-MAIL ADDRESS:	

	INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED	INSURER A: XL Insurance America Inc	24554
Q-Matic Corporation 2875 Breckinridge Blvd, Suite 100 Duluth GA 30096 USA	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES   CERTIFICATE NUMBER: 570082265902   REVISION NUMBER:

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

Limits shown are as requested

INSR LTR		TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X	COMMERCIAL GENERAL LIABILITY			US00100101LI20A	05/01/2020	05/01/2021	EACH OCCURRENCE	$1,000,000
		CLAIMS-MADE [X] OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$100,000
								MED EXP (Any one person)	$5,000
								PERSONAL & ADV INJURY	$1,000,000
		GEN'L AGGREGATE LIMIT APPLIES PER						GENERAL AGGREGATE	$2,000,000
	X	POLICY [ ] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$2,000,000
		OTHER:							
		AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	
		ANY AUTO						BODILY INJURY (Per person)	
		OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	
		HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	
		UMBRELLA LIAB OCCUR						EACH OCCURRENCE	
		EXCESS LIAB CLAIMS-MADE						AGGREGATE	
		DED [ ] RETENTION							
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						PER STATUTE / OTHER	
		ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER (Mandatory in NH)	N/A					E.L. EACH ACCIDENT	
		If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE-EA EMPLOYEE	
								E.L. DISEASE-POLICY LIMIT	

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

CERTIFICATE HOLDER

State of NH
Department of Information Technology
Attn: Department of Motor Vehicles
23 Hazen Drive
Concord NH 03301 USA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Aon Risk Services South Inc.

Holder Identifier:

Certificate No: 570082265902

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  *    *   *  *   *   *   *  *   *      *        *   *   *
  *    *   *  *   *    ****   *   *      *****     *   * *****
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JOB NAME: 2020-100 DOS Q-Matic Scheduler Binder - Combined.p
DISTRIBUTION: tracy.1.richardson@003HZNOPS05827

TITLE:

PROGRAMMER: SPOOLID: 4961902387
NAME: PRINTER: InfoptrC
DEPARTMENT:
BUILDING:
ROOM:
ACCOUNT:
ADDRESS:

PRINT DATE: 07/21/2020 08:53   FILE DATE: 07/21/2020 08:53

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